

<b>ELEVATOR AND CHAIR LIFT MAINTENANCE AND REPAIR SERVICES 2018</b> <b>Bid Opening Date: APRIL 17, 2018</b>		<b>SCHINDLER ELEVATOR CORPORATION</b>	<b>KONE INC</b>	<b>THYSSENKRUPP ELEVATOR</b>
		1926 INNERVELT BUSINESS CENTER DR ST LOUIS MO 63114	9324 DIELMAN INDUSTRIAL DR ST LOUIS MO 63132	2675 SCOTT AVE STE B ST LOUIS MO 63103
<b>SERVICE HOURS</b>		7 AM TO 3:30 PM	7 AM TO 3:30 PM	8 AM TO 4:30 PM
<b>HOLIDAYS</b>		NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY AND CHRISTMAS DAY	NEW YEAR'S DAY, MEMORIAL DAY, 4TH OF JULY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY	CHRISTMAS DAY, THANSGIVING, NEW YEARS, FOURTH OF JULY, MEMORIAL DAY, LABOR DAY, VETERANS DAY
<b>Service Hours cost per hour (services not covered under the contract)</b>				
Service request performed by a mechanic		\$260.00	\$210.00	\$275.00
Service Request performed by an apprentice		\$182.00		\$220.00
Service Request performed by		\$520.00	\$400.00	CREW \$495.00
Service Request performed by		N/A		
Service Request performed by		N/A		

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	1926 INNERVELT BUSINESS CENTER DR ST LOUIS MO 63114	9324 DIELMAN INDUSTRIAL DR ST LOUIS MO 63132	2675 SCOTT AVE STE B ST LOUIS MO 63103
<b>Emergency hours, outside of "normal operating hours", or holiday hours cost per hour</b>			
Service request performed by a mechanic	\$530.00	\$350.00	\$275.00
Service Request performed by an apprentice	\$364.00		\$220.00
Service Request performed by	\$1,040.00	\$690.00	CREW \$990.00
Service Request performed by	N/A		
Service Request performed by	N/A		
Number of years in the elevator maintenance business:	+100 YEARS	OVER 100	1 YEAR
Will you be able to meet the response time as outlined in Section 16?	YES	YES	YES
<u>Name of Repair Technicians</u>	MATT MARTIN BRAIN THIEME	SCOTT BREIHAN CURTIS PELATE MATT MOON	RICK RICKERMANN
<u>Year of Experience</u>	15+ YEARS 20+ YEARS	25 32 40	30+ YEARS
<u>Job Title</u>	MECHANIC ADJUSTER	SERVICE MECHANIC SERVICE MECHANIC ADJUSTOR	MECHANIC
Do you have a full-time dispatcher to take calls and dispatch technicians?	YES	YES	YES
If not, how are technicians dispatched?	N/A	N/A	N/A
Is this 24 hours, 7 days a week service?	YES	YES	YES
How many elevators do you presently service in the Jefferson County area?	25+	2000 IN ST LOUIS AREA	
How many regular maintenance checks/tests are included in the annual maintenance fee?	2 VISITS HYDRAULIC 3-4 VISITS TRACTION	12	4
Attach a proposed maintenance schedule.	YES	AGREEMENT	NONE
Do you have special expertise and the required equipment needed to repair and maintain the listed elevators?	YES, WE HAVE THE CAPABILITIES TO MAINTAIN ALL OF YOUR EQUIPMENT AND HAVE A LONG ADJUSTER IN OUR DISTRICT	YES. KONE MECHANICS ARE SPECIALTY TRAINED TO MAINTAIN ALL MAKES AND MODELS OF ELEVATOR EQUIPMENT. IN ADDITION, KONE IS UNIQUELY QUALIFIED TO MAINTAIN LONG ELEVATOR EQUIPMENT. KONE PURCHASED LONG ELEVATOR IN 2011. KONE IS THE ONLY ELEVATOR MAINTENANCE PROVIDER WITH AN INVENTORY OF LONG BOARDS. WE ACTIVELY ASSIST OUR CUSTOMERS WITH ASSET MANAGEMENT PLANNING.	WE HAVE OUR OWN MANUFACTURING PLANT AS WELL AS A STOCK WAREHOUSE OF NORMALLY USED PARTS AT OUR DISPOSAL. YES
<b>REFERENCES</b>	YES	YES	YES

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	1926 INNERVELT BUSINESS CENTER DR ST LOUIS MO 63114	9324 DIELMAN INDUSTRIAL DR ST LOUIS MO 63132	2675 SCOTT AVE STE B ST LOUIS MO 63103
<b>BUILDING</b>			
<b>COURTHOUSE ELEVATOR 300 MAIN ST HILLSBORO MO</b>			
<b>EXCLUSIONS</b>	EXCLUDE THE HOIST BESTS ON THIS ELEVATOR. ADDITIONAL, TYPICAL, STANDARDIZED ELEVATOR MAINTENANCE CONTRACT EXCLUSIONS - EXHIBIT A	PLEASE SEE ENCLOSED DOCUMENT TITLED "EXCLUSIONS"	NONE
<b>MANUFACTURER/TYPE</b>	OTIS	OTIS	OTIS
<b>FIXED MONTHY PRICE</b>	\$400.00	\$185.00	\$140.00
<b>OBsolete PARTS</b>	NONE	PLEASE SEE ENCLOSED DOCUMENT TITLED "OBsolete PARTS"	
<b>COURTHOUSE LIFT 300 MAIN ST HILLSBORO MO</b>			
<b>EXCLUSIONS</b>	ADDITIONAL, TYPICAL, STANDARDIZED ELEVATOR MAINTENANCE CONTRACT EXCLUSIONS - EXHIBIT A	PLEASE SEE ENCLOSED DOCUMENT TITLED "EXCLUSIONS"	ANY/ALL PARTS MAY BE SUBJECT TO OBSOLESCENCE
<b>MANUFACTURER/TYPE</b>	CHAIR LIFT	CHAIR LIFT	CHAIR LIFT
<b>FIXED MONTHY PRICE</b>	\$90.00	\$50.00	\$50.00
<b>OBsolete PARTS</b>	NONE	PLEASE SEE ENCLOSED DOCUMENT TITLED "OBsolete PARTS"	ANY/ALL AS DEEMED BY MANUFACTURER
<b>JAIL B (ALL 510 FIRST ST HILLSBORO MO</b>			
<b>EXCLUSIONS</b>	ADDITIONAL, TYPICAL, STANDARDIZED ELEVATOR MAINTENANCE CONTRACT EXCLUSIONS - EXHIBIT A PC BOARDS	PLEASE SEE ENCLOSED DOCUMENT TITLED "EXCLUSIONS"	LONG CONTROL BOARDS MAY BE EXCLUDED DUE TO OBSOLESCENCE
<b>MANUFACTURER/TYPE</b>	LONG	LONG	LONG
<b>FIXED MONTHLY PRICE</b>	\$200.00	\$130.00	\$140.00
<b>OBsolete PARTS</b>	PC BOARDS IN CONTROLLER ARE EXCLUDED	PLEASE SEE ENCLOSED DOCUMENT TITLED "OBsolete PARTS"	LONG PROCESS BOARDS DOOR OPERATOR DUE TO LONG BOARD OBSOLESCENCE

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	1926 INNERVELT BUSINESS CENTER DR ST LOUIS MO 63114	9324 DIELMAN INDUSTRIAL DR ST LOUIS MO 63132	2675 SCOTT AVE STE B ST LOUIS MO 63103
<b>JAIL A (PARTIAL FLOOR ACCESS) 510 FIRST ST HILLSBORO MO</b>			
<b>EXCLUSIONS</b>	ADDITIONAL, TYPICAL, STANDARDIZED ELEVATOR MAINTENANCE CONTRACT EXCLUSIONS - EXHIBIT A PC BOARDS	PLEASE SEE ENCLOSED DOCUMENT TITLED "EXCLUSIONS"	LONG CONTROL BOARDS MAY BE EXCLUDED DUE TO OBSOLESCENCE
<b>MANUFACTURER/TYPE</b>	LONG	LONG	LONG
<b>FIXED MONTHLY PRICE</b>	\$200.00	\$130.00	\$140.00
<b>OBsolete PARTS</b>	PC BOARDS IN LONG CONTROLLER ARE EXCLUDED	PLEASE SEE ENCLOSED DOCUMENT TITLED "OBsolete PARTS"	LONG PROCESS BOARDS DOOR OPERATOR DUE TO LONG BOARD OBSOLESCENCE
<b>ANNEX BUILDING 725 MAPLE ST HILLSBORO MO</b>			
<b>EXCLUSIONS</b>	ADDITIONAL, TYPICAL, STANDARDIZED ELEVATOR MAINTENANCE CONTRACT EXCLUSIONS - EXHIBIT A	PLEASE SEE ENCLOSED DOCUMENT TITLED "EXCLUSIONS"	NONE
<b>MANUFACTURER/TYPE</b>	DOVER	DOVER	DOVER
<b>FIXED MONTHLY PRICE</b>	\$200.00	\$130.00	\$140.00
<b>OBsolete PARTS</b>	NONE	PLEASE SEE ENCLOSED DOCUMENT TITLED "OBsolete PARTS"	
<b>ADMINISTRATION BUILDING 729 MAPLE ST HILLSBORO MO</b>			
<b>EXCLUSIONS</b>	ADDITIONAL, TYPICAL, STANDARDIZED ELEVATOR MAINTENANCE CONTRACT EXCLUSIONS - EXHIBIT A PC BOARDS	PLEASE SEE ENCLOSED DOCUMENT TITLED "EXCLUSIONS"	LONG CONTROL BOARDS MAY BE EXCLUDED DUE TO OBSOLESCENCE
<b>MANUFACTURER/TYPE</b>	LONG	LONG	LONG
<b>FIXED MONTHLY PRICE</b>	\$200.00	\$130.00	\$140.00
<b>OBsolete PARTS</b>	PC BOARDS IN LONG CONTROLLER ARE EXCLUDED	PLEASE SEE ENCLOSED DOCUMENT TITLED "OBsolete PARTS"	LONG PROCESS BOARDS DOOR OPERATOR DUE TO LONG BOARD OBSOLESCENCE

ELEVATOR AND CHAIR LIFT MAINTENANCE AND REPAIR SERVICES 2018 Bid Opening Date: APRIL 17, 2018		SCHINDLER ELEVATOR CORPORATION	KONE INC	THYSSENKRUPP ELEVATOR
1926 INNERVELT BUSINESS CENTER DR ST LOUIS MO 63114		9324 DIELMAN INDUSTRIAL DR ST LOUIS MO 63132	2675 SCOTT AVE STE B ST LOUIS MO 63103	
JUSTICE CENTER 400 FIRST ST HILLSBORO MO				
EXCLUSIONS		ADDITIONAL, TYPICAL, STANDARDIZED ELEVATOR MAINTENANCE CONTRACT EXCLUSIONS - EXHIBIT A PC BOARDS AND MCE CONTROLLER SOFTWARE	PLEASE SEE ENCLOSED DOCUMENT TITLED "EXCLUSIONS"	LONG CONTROL BOARDS MAY BE EXCLUDED DUE TO OBSOLESCENCE
MANUFACUTRE/ TYPE		LONG	LONG	LONG
FIXED MONTHLY PRICE		\$200.00	\$130.00	\$140.00
OBSOLETE PARTS		PC BOARDS IN LONG CONTROLLER ARE EXCLUDED POSITION INDICATOR (PI) IS EXCLUDED MCE CONTROLLER SOFTWARE IS EXCLUDED	PLEASE SEE ENCLOSED DOCUMENT TITLED "OBSOLETE PARTS"	LONG PROCESS BOARDS DOOR OPERATOR DUE TO LONG BOARD OBSOLESCENCE
<b>REQUIRED DOCUMENTS</b>				
NOTARIZED WORK AFFIDAVIT COMPLETED		Y	Y	Y
E-VERIFICATION DOCUMENTATION (Y/N):		N	Y	N
COPY OF INSURANCE PROVIDED		Y	Y	Y
TAX RECEIPTS OR NOTARIZED LETTER STATING NO REAL OR PERSONAL PROPERTY OWNED IN JEFFERSON COUNTY		Y	Y	N/A
COOPERATIVE BID FORM (Y/N)		Y	Y	Y
COOPERATIVE CONTACT INFO:		Y	Y	Y
COMPANY INFORMATION AND SIGNATURE		Y	Y	N/A
BID DEPOSIT REQUIRED		N/A	N/A	N/A
COMMENTS:		ATTACHED EXHIBIT A EXHIBIT B	ATTACHED EXCLUSIONS OBSOLETE PARTS	ATTACHED AMENDMENT NO 1



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
[WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG)

**BID #:** 18-0029

**Invitation for Bid:** ELEVATOR AND CHAIR LIFT  
MAINTENANCE AND REPAIR SERVICES 2018

**Date Issued:** 3-19-2018

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 17, 2018, AT 2:00 P.M. LOCAL TIME.

**Specification  
Contact:**

**KERRY ROGERS**

Department of Public Works, Division of Facility Services  
636-797-5011  
krogers@jeffcomo.org

**Contract  
Contact:**

**VICKIE PRATT**

Department of Administrative Services  
636-797-5380

**Mail (3) Three  
Complete Copies  
With Vendor And  
Bid Information As  
Shown In Sample:**

SAMPLE ENVELOPE

*VENDOR NAME*

*VENDOR ADDRESS*

*CONTACT NUMBER*

**DEPARTMENT OF THE COUNTY CLERK**

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

*SEALED BID: (BID NAME)*

**Contract Term:**  
**UPON APPROVAL OF THE  
COUNTY COUNCIL AND  
COUNTY EXECUTIVE**

**Vendor  
Information:**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

<i>Company Name</i>	Schindler Elevator Corporation	<i>Authorized Agent (Print)</i>	Shawn Huber
<i>Address</i>	1926 Innerbelt Business Center Dr.	<i>Signature</i>	
<i>City/State/Zip Code</i>	Saint Louis, Missouri 63114	<i>Title</i>	General Manager
<i>Telephone #</i>	318-635-8147	<i>Date</i>	04/16/2018
		<i>Tax ID #</i>	34-1270056
<i>E-mail</i>	shawn.huber@schindler.com	<i>Fax #</i>	314-372-4571

## EXHIBIT A

### Covered Components

(The below covered components apply to all of the equipment located in the County. They represent components that are typically covered by standardized elevator maintenance contracts)

#### **HYDRAULIC ELEVATORS – (Admin, Jail A, Jail B, Annex, Justice Center)**

**Basic components:** Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

**Major components:** Exposed piping in the Machine Room & hoistway, motor, PC boards (with the exception of the boards in the LONG controllers), pump unit, solid state devices, contactors, and valve rebuilds.

#### **TRACTION ELEVATORS – (Courthouse Elevator)**

**Basic components:** Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

**Major components:** Hoist motors, hoist ropes, bearings for machine and sheaves, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, compensation ropes and chains, and contactors.

#### **WHEELCHAIR LIFT – (Courthouse Lift)**

Notwithstanding the services provided for other units covered by this Agreement, we will periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components of your unit(s). No services for your units, other than as specifically set forth above, are included or intended by this Agreement.

## EXHIBIT A (Continued)

### Exclusions

The below Exclusions apply to all of the equipment located in the County (Admin, Jail A, Jail B, Annex, Justice Center, Courthouse Elevator, Courthouse Lift). These are in addition to the individual excluded components listed on a per unit basis. These represent typical exclusions found in standard elevator maintenance contracts

We assume no responsibility for the following items: Hoist Belts on Courthouse Elevator, PC Boards on the Long Controllers, hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

Exhibit B

## Preventative Maintenance Tasks/Schedule

Grailless Elevators - Maintenance Tasks					
Task Description	ASME A17.1 Code Reference	Performance Interval	ASME A17.1 Code Reference	Performance Interval	
Visual check pump unit function (if applicable)		16.6.1 16.6.5 (1) 4.1-3.6	Visual check host machine/motor/drive/motor operation condition		8.6.4.6.1 8.6.4.17
Check oil level	4.6.5.4	Semi Annual	Visual check controler operation condition		8.6.4.6
Visual check controler connection / motor start/stop		16.6.7 3.6.5.1.2	Visual check overall machine room space / area		8.6.6.6.3
Visual check overall machine room space / area	16.6.13	Annual	Visual check pump unit operation condition		8.6.6.6
Check oil level/overall machine room space / area	3.6.4.8	Semi Annual	Visual check pump unit operation condition		8.6.6.5
Chemimachine room	4.6.8	Semi Annual	Lube MC, host motor, overall beams		8.6.4.12
Check oil level/step	3.6.5.2	Annual	Lube drive components/pins/etc.		8.6.6.2
Role unit /dec. rate/ pump	4.6.5.2	Semi Annual	Check lube control connections		8.6.5.3
Visual check oil level in lube unit/ lube pump unit / filters	4.6.4.6	Semi Annual	Clean controller, MC, lube unit/ MC		8.6.1.6.3
Check machine room	3.6.1.2	Semi Annual	Clean machine room		8.6.4.6
Visual check cylinder & hoses/ oil level in oil cylinder	5.6.4.3	Semi Annual	Role unit check fire quality		8.6.4.16
Check all oil hoses/soft/ thermal switches	5.6.4.4	Semi Annual	Visual check cab interior (monitors/ fixtures)		8.6.4.6
Check check live air flow & flow switch hardware	3.6.1.6.2 3.6.4.3.1	Semi Annual	Check emergency safety alarm bell		8.6.6.5
Check live air base air flow and filter/area 2	3.6.4.1.1	Semi Annual	Perform oil maintenance		8.6.4.12
Oil change in oil pump	4.6.4.9	Semi Annual	Check live air/ lube safety terminal switches		8.6.4.14
Visual check oil pit requirement	3.6.5.11	Semi Annual	Check clean air box & box operator hardware		8.6.6.12
Check live air pit safety switches	3.6.5.2	Semi Annual	Check live lube bearing hardware/box/ filter/ 13 oil foos		8.6.4.3.1
Oil pump unit cleaning	3.6.4.7.1	Annual	Check live bearing/ lube hardware inside 13 oil foos		8.6.6.12
Confirm sign off/ sign in/ sign out	3.6.1.6.7	Annual	Check live bearing/ lube hardware after 13 oil foos		8.6.6.12
Other (Non Standard) - Maintenance Tasks					
Task Description	ASME A17.1 Code Reference	Performance Interval	ASME A17.1 Code Reference	Performance Interval	
Visual check controler operation / function	8.6.1.6.3	Semi Annual	Check cab top	8.6.4.9	
Visual check oil/ air/ drive & components	8.6.4.6.1 8.6.4.6	Semi Annual	Visual check oil/ air/ drive equipment	8.6.4.12	
Visual check overall machine room space / area	8.6.4.2	Semi Annual	Visual check lube/ oil/ air equipment	8.6.4.12	
Lube/ clean air/ drive / operating components	8.6.1.6.5	Semi Annual	Visual check lube/ oil/ safety switches	8.6.6.12	
Check running and operation	8.6.4.6	Semi Annual	Lube/ compression & system oil/ batteries	8.6.4.12	
Check machine room/ control cable	8.6.4.5	Semi Annual	Confirm sign off/ sign in/ sign out	8.6.6.12	
Check oil level/ oil/ filter/ condition	8.6.4.4	Semi Annual	Check oil/ lube/ oil/ filter/ condition	8.6.6.12	
Check oil level/ oil/ filter/ condition	8.6.4.3	Semi Annual	Check oil/ lube/ oil/ filter/ condition	8.6.6.12	

## Hydraulic Elevators

### - Administration

- 541 -

-Jill B

- Justice Center

- 1 -

Index

George Heintzel

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Other (Non-Standard)

- Gauthouze Lift



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729 MAPLE ST / PO BOX 100  
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**Specification  
Contact:**

**KERRY ROGERS**

Department of Public Works, Division of Facility Services  
636-797-5011  
krogers@jeffcomo.org

**Contract  
Contact:**

**VICKIE PRATT**

Department of Administrative Services  
636-797-5380

**Mail (3) Three  
Complete Copies  
With Vendor And  
Bid Information As  
Shown In Sample:**

**SAMPLE ENVELOPE**

*VENDOR NAME*

*VENDOR ADDRESS*

*CONTACT NUMBER*

**DEPARTMENT OF THE COUNTY CLERK**

**JEFFERSON COUNTY MISSOURI**

**729 MAPLE ST / PO BOX 100**

**HILLSBORO MO 63050-0100**

*SEALED BID: (BID NAME)*

**Contract Term:**  
**UPON APPROVAL OF THE  
COUNTY COUNCIL AND  
COUNTY EXECUTIVE**

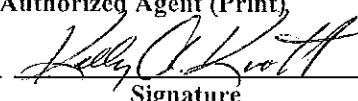
The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor  
Information:**

KONE Inc. \_\_\_\_\_  
Company Name

Kelly Knott \_\_\_\_\_  
Authorized Agent (Print)

9324 Dielman Industrial Drive \_\_\_\_\_  
Address

  
Signature

St. Louis, MO 63132 \_\_\_\_\_  
City/State/Zip Code

Business Developer \_\_\_\_\_  
Title

314-452-1794 \_\_\_\_\_  
Telephone #

4/16/18 \_\_\_\_\_

Date

Tax ID #

Kelly.Knott@kone.com \_\_\_\_\_  
E-mail

314-991-1432 \_\_\_\_\_  
Fax #

### **Obsolete Parts**

Courthouse Otis Elevator – 300 Main Street, Hillsboro, MO

Courthouse Garaventa Stairlift – 300 Main Street, Hillsboro, MO

Jail A Long Elevator – 510 First Street, Hillsboro, MO

Jail B Long Elevator – 510 First Street, Hillsboro, MO

Annex Dover Elevator – 725 Maple Street, Hillsboro, MO

Administration Long Elevator – 729 Maple Street, Hillsboro, MO

Justice Center Long Elevator – 400 First Street, Hillsboro, MO

### **Obsolescence**

A component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components will also be at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component cost beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, or the OEM designates the component as obsolete. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. The component that replaces the obsolete components is covered under this Agreement.

### Exclusions

The following are excluded from the scope of services.

#### **GENERAL**

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power system, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's direct control.

KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

**Purchaser ("Purchaser"):**  
 COUNTY OF JEFFERSON  
 729 MAPLE ST  
 HILLSBORO, Missouri 63050

**Service Location ("Premises"):**  
 County of Jefferson  
 Various Locations  
 Hillsboro, Missouri

**KONE Inc. ("KONE")**  
 St. Louis  
 9324 Dielman Industrial Drive  
 Olivette, Missouri 63132

## **KONE Care™ Plus Agreement for Vertical Transportation ("Agreement")**

COUNTY OF JEFFERSON
(Signature of Authorized Representative)
(Print Name)
Title
Date

Respectfully submitted,
Kelly Knott KONE Inc.
(Approved by) Authorized Representative
Title
Date

### EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Hydraulic		MRL		Geared Traction		Gearless Traction		Escalator	Powerwalk	Stairlift
	Passenger	Freight	Passenger	Freight	Passenger	Freight	Passenger	Freight			
Olis					1						
Dover	1										
Garaventa											1
Long	4										

TENDER DATE: 04/16/2018

EFFECTIVE DATE: 06/01/2018

### PRICE

\$885.00 per month payable by Purchaser annually in advance (\$10,620.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as

outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Semi-Annual in advance payment	2% Increase	\$ 902.70 per month	
Quarterly in advance payment	3% Increase	\$ 911.55 per month	
Monthly in advance payment	4% increase	\$ 920.40 per month	

## SCOPE OF SERVICES

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, unless specifically excluded below, KONE will repair or replace the components listed below if the repair or replacement is, in KONE's sole judgment, necessitated by normal wear and tear. Unless specifically included elsewhere in this Agreement or unless Purchaser has separately contracted with KONE for the work, all other work related to the equipment is Purchaser's responsibility.

## HYDRAULIC ELEVATORS

### **RELAY LOGIC CONTROL SYSTEM**

All control system components.

### **MICROPROCESSOR CONTROL SYSTEM**

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

### **POWER UNIT**

Pump, motor, valves, and all related parts and accessories.

### **HYDRAULIC SYSTEM ACCESSORIES**

Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.

### **CAR EQUIPMENT**

All elevator control system components on the car.

### **WIRING**

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

### **HOISTWAY AND PIT EQUIPMENT**

All elevator control equipment and buffers.

### **RAILS AND GUIDES**

Guide rails, guide shoe gib, and rollers.

### **DOOR EQUIPMENT**

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gib, and auxiliary door closing devices.

### **MANUAL FREIGHT DOOR EQUIPMENT**

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

### **POWER FREIGHT DOOR EQUIPMENT**

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

### **SIGNALS AND ACCESSORIES**

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

## TRACTION ELEVATORS

### **RELAY LOGIC CONTROL SYSTEM**

All control system components.

### **MICROPROCESSOR CONTROL SYSTEM**

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

### **GEARED/GEARLESS MACHINES**

All geared and gearless machine components.

### **WIRING**

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

### **CAR EQUIPMENT**

All elevator control system components on the car.

### **HOISTWAY AND PIT EQUIPMENT**

All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

### **RAILS AND GUIDES**

Guide rails, guide shoe gib, and rollers.

### **ROPES**

Hoist ropes, governor ropes, and compensation ropes.

### **DOOR EQUIPMENT**

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gib, and auxiliary door closing devices.

### **MANUAL FREIGHT DOOR EQUIPMENT**

Switches, retiring cams, interlocks, guide shoes, sheaves,



rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

#### **POWER FREIGHT DOOR EQUIPMENT**

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

#### **SIGNALS AND ACCESSORIES**

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#### **HOURS OF SERVICE**

All services described will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

#### **SERVICE REQUESTS (CALLBACKS)**

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade. Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

If Purchaser requests service on overtime, Purchaser will be charged only for the difference between KONE's hourly billing rate and KONE's hourly overtime billing rate for each overtime hour.

#### **TESTS**

KONE will perform the following tests on the Equipment. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

#### **HYDRAULIC ELEVATOR**

A pressure relief test and a yearly leakage test as required by applicable code.

#### **TRACTION ELEVATOR**

An annual no load test as required by applicable code.

A five (5) year full load test as required by applicable code.

#### **REPORTING SERVICES**

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

#### **EXCLUSIONS**

The following are excluded from the scope of services.

#### **GENERAL**

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.

KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

Notwithstanding anything contained to the contrary in this Agreement, KONE's scope of services shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE's scope of services without an applicable proposal to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform services in areas which contain ACM and/or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during the performance of services



before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that the areas where KONE will perform its services at all times meet applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its services in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its services shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the asbestos has been abated from the areas where KONE will perform its services and air clearance reports shall be made available upon request prior to the start of KONE's services.

Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

#### **OSOLESCEENCE**

A component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

#### **ELEVATOR**

Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their

wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; telephones or communication devices; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

#### **REMOTE MONITORING**

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

#### **SAFETY**

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.



## NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

## THIRD PARTY SERVICES

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

## NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the

EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

## TERM AND TERMINATION

This Agreement will commence on the effective date and continue for an initial period of TWO (2) years. This Agreement will thereafter automatically renew for successive terms of TWO (2) years. Either party may terminate this Agreement at the end of the initial TWO (2) year term or at the end of any subsequent TWO (2) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.

If a party materially breaches the Agreement, the other party may provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

## CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

## ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a third party, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the third party. Purchaser will promptly provide KONE with a copy of such assignment.

## PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's

straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

#### PAYMENT TERMS

Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

#### SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach.

Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser.

If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the period of non-payment.

Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

#### TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

#### INDEMNIFICATION

To the extent permitted by law, Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of the Agreement.

#### LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.

In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

KONE will provide Purchaser with an Owner's and Contractor's Protective Liability (OCPL) policy.

Any waiver of claims, damages, or other rights, whether such rights arise under the Agreement or by law or in equity, purported to be made by KONE in the Agreement is null and void and will not be considered in interpreting the Agreement.

#### U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

#### FORCE MAJEURE

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond KONE's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.



## VENUE

The exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois.

## PROPERTY RIGHTS

KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.

KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

## MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.



## KONE Care Contract Attachment 24/7 Connected Services

### KONE Care 24/7 Connect – Emergency Phone Monitoring

KONE shall program the elevator phone(s) listed below to call the KONE Customer Care Center and will monitor the elevator phone(s).

Customer shall:

1. Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Service Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
3. If KONE does not provide Wireless Phone Service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.

**Emergency Phone Monitoring Service Fee: \$2100.00 per annual payment.**

### Payment

Service and Leasing fees will be charged on the maintenance invoice at the same interval as the invoicing for the maintenance agreement. Installation and/or Set-up Fees will be provided in a separate proposal when applicable.

### Termination

KONE may terminate this service upon fifteen (15) days prior written notice. Upon termination for any reason, phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the service center. No further data monitoring or phone services will be provided, and Purchaser shall give KONE access to the premises to remove the monitoring devices along with any other equipment which remains KONE's property at the facility or otherwise. Customer shall also provide KONE access to the appropriate location where the building telecommunications devices are located. KONE also reserves the right to remove the wireless hardware in the event we no longer provide the wireless service or maintain the equipment.

### Limitation of Liability

**KONE MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. KONE ALSO MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS). KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THESE SERVICES. PURCHASER AGREES TO DEFEND, INDEMNIFY AND HOLD KONE HARMLESS FROM SUCH LIABILITY.**

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1.		
2.		
3.		



4.		
5.		
6.		
7.		
<b>First Point of Contact (Required)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Second Point of Contact (Required)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Third Point of Contact (Optional)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Local Emergency Authorities (Required)</b>		
Fire Department Phone #:	Police Department Phone #:	

#### ACCEPTANCE

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## **Attachment A**

### **Additional Terms and Conditions**

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

#### **SCOPE OF SERVICES**

KONE will perform monthly preventative maintenance visits.

#### **INSURANCE**

In lieu of Additional Insured, KONE will provide an Owner's and Contractor's Protective Liability (OCPL) policy with a limit of \$2,000,000.00 in which Jefferson County shall be the named insured. A sample OCPL policy has been provided.



## CUSTOMER INFORMATION

**Who is the Agreement with?**

Legal Name of the Company:

Address:

City:

State:

Zip:

Contact Name:

Title:

Phone:

Fax:

Is the Owner tax exempt?  Yes (If Yes, provide the Tax Exemption Certificate.)  No

Federal Tax ID #:

**Where should the invoices be sent?**

Legal Name of the Company:

Attention:

Address:

City:

State:

Zip:

Contact Name:

Title:

Phone:

Fax:

Federal Tax ID #:

Email:

**Who will be responsible for paying the invoices?**

Legal Name of the Company:

Attention:

Address:

City:

State:

Zip:

Contact Name:

Title:

Phone:

Fax:

Federal Tax ID #:

Email:



**JEFFERSON COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES**  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
[WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG)

**BID #:** 18-0029

**Invitation for Bid:** ELEVATOR AND CHAIR LIFT  
MAINTENANCE AND REPAIR SERVICES 2018

**Date Issued:** 3-19-2018

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 17, 2018, AT 2:00 P.M. LOCAL TIME.

**Specification  
Contact:**

**KERRY ROGERS**

Department of Public Works, Division of Facility Services  
636-797-5011  
krogers@jeffcomo.org

**Contract  
Contact:**

**VICKIE PRATT**

Department of Administrative Services  
636-797-5380

**Mail (3) Three  
Complete Copies  
With Vendor And  
Bid Information As  
Shown In Sample:**

SAMPLE ENVELOPE

*VENDOR NAME*

*VENDOR ADDRESS*

*CONTACT NUMBER*

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

*SEALED BID: (BID NAME)*

**Contract Term:  
UPON APPROVAL OF THE  
COUNTY COUNCIL AND  
COUNTY EXECUTIVE**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor  
Information:**

ThyssenKrupp Elevator  
Company Name

Scott Alvino  
Authorized Agent (Print)

2675 Scott Ave Ste. B  
Address

Jutuan  
Signature

St. Louis MO 63103  
City/State/Zip Code

Account Manager  
Title

314-285-8478  
Telephone #

4-16-18 62-1211267  
Date Tax ID #

Scott.Alvino@thyssenkrupp.com  
E-mail

866-774-1921  
Fax #

RE: JEFFERSON COUNTY, MISSOURI

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BID REVIEW

AMENDMENT NO. 1

This amendment shall be made part of ThyssenKrupp Elevator's bid. In the event of conflict with other articles, terms, conditions, or contract documents, this Amendment No. 1 shall be final.

INVITATION FOR BID, Item 1.12: Amend so the additional insured is defended and indemnified for claims arising from ThyssenKrupp Elevator's acts, actions, omissions or neglects; but is not defended or indemnified for its own acts, actions, omissions, neglects or bare allegations. Amend so ThyssenKrupp Elevator will not be required to carry Professional Liability Insurance.

INVITATION FOR BID, Item 2.9: Amend so there will be no warranty on elevator maintenance.

INVITATION FOR BID, Item 2.13: It is understood that ThyssenKrupp Elevator will be using labor that resides in Missouri and Illinois.

INVITATION FOR BID, Item 2.16: Amend so that this agreement may only be terminated in the event of default by either party. In the event of default on behalf of either party, the non-defaulting party shall have the right to terminate this contract with thirty (30) days written notice, provided, however the defaulting party is given thirty (30) days to remedy the default.



THYSSENKRUPP ELEVATOR CORPORATION

RE 4/17/18