

**CITY OF DETROIT BUILDING AUTHORITY
CONSTRUCTION SERVICES AGREEMENT**

WITH

KONE INC.

THIS AGREEMENT, dated and made effective as of this 19th day of September, 2019 (hereinafter called the "Agreement"), by and between the CITY OF DETROIT BUILDING AUTHORITY, a public authority and body corporate organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, located at 1301 Third Street, Suite 328, Detroit, Michigan 48226 (herein called the "Authority") and Kone Inc., an Illinois corporation, located at One Kone Court, Moline, Illinois 61265 (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the Authority has determined that it is necessary to engage the Contractor to provide construction services for the elevator modernization of the existing elevators in the main lobby of 735 Randolph Detroit, Michigan 48226 based on specifications issued by Corporate Elevator Asset Management (the "Project"); and

WHEREAS, the services necessary for the implementation of the Project (herein collectively called the "Services") are described in Exhibit A, hereto, and are to be performed in accordance with this Agreement and said Exhibit A; and

WHEREAS, the Contractor has the requisite skills necessary to assist the Authority and represents that it is fully qualified and capable of performing the Services required hereunder upon the terms and conditions hereinafter set forth; and

WHEREAS, the Authority has adopted or will adopt a resolution authorizing the engagement of the Contractor for the Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I
Engagement of Contractor

1.01 The Authority hereby engages the Contractor and the Contractor agrees to perform the Services as set forth in Exhibit A to this Agreement in accordance with the terms and conditions contained in this Agreement.

1.02 The relationship of the Contractor and the Authority shall be that of an independent contractor and no liability or benefits, such as retirement benefits or liabilities,

pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities, or such other rights, provisions or liabilities arising out of a contract of hire or employer/employee relationship either express or implied shall arise or accrue to either party as a result of this Agreement and undertaking.

ARTICLE II

Level of Performance, Warranty, Documents and Dispute Resolution

2.01 The Contractor warrants that its performance of the Services set forth in Exhibit A shall be of the highest standard of care and skill executed by expert members of its trade. All of the Services shall be subject to the approval of the Authority or such other representative as may be designated by the Authority.

2.02 The Contractor shall during the term of the Agreement, devote such time, attention, skill, knowledge and ability as is necessary to carry out and perform the Services, as herein required.

2.03 The Contractor warrants and represents that all materials and equipment included in its work hereunder are new, unless otherwise specified, and that the work is of good quality, free from improper workmanship and defective materials and in conformance with design documents for the Project. Any portion of the work that does not conform to the contract documents for the Project, including substitutions not properly approved and authorized, may be considered defective and shall be replaced by the Contractor without cost to the Authority upon discovery by the Authority. The Contractor shall correct defects in materials and/or workmanship for a period of one (1) year from the final completion date of the phase in which such portion of the work is included or final completion of this Agreement, whichever is longer. The Contractor shall collect and deliver to the Authority, in bound and indexed form, all written warranties on materials, equipment and installations. All warranties shall commence on the final completion date of the phase in which such work is included, unless otherwise defined by the contract documents. The Contractor shall warrant by sworn statements and waivers of lien that title to the work invoiced in its progress payment application will pass to the Authority upon receipt of payment by the Authority. The Contractor shall warrant that all completed work covered by an application for payment is free and clear of all liens, claims, security interests, or encumbrances, and that no portions of the work, materials, or equipment has been acquired by the Contractor, or by any other person performing any portion of the work, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the other person or can be otherwise imposed on the Contractor by such other persons. The Contractor and all subcontractors shall agree that title will so pass upon the Contractor's receipt of payment from the Authority.

2.04 The Contractor agrees to provide copies of any documents furnished to the Authority as part of the Project, if requested by the Authority, to the office of the Mayor of the City of Detroit.

2.05 Unforeseen Site Conditions

2.05.1 If the Contractor discovers one or both of the following physical conditions of the surface or subsurface at the Project site, before disturbing the physical condition, the Contractor shall promptly notify the Authority of the physical condition in writing:

- (a) A subsurface or other latent physical condition at the site differs materially from the condition indicated in the Contract Documents.
- (b) A previously unknown physical condition at Project the site is of an unusual nature differing materially from conditions ordinarily encountered and generally recognized as inhering in work of the character provided for in the Agreement.

2.05.2 If the Authority receives a notice under Section 2.05.1, the Authority shall promptly investigate the physical condition.

2.05.3 If the Authority reasonably determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the Authority's determination shall be made in writing and an equitable adjustment shall be made and the Agreement modified in writing accordingly.

2.05.4 The Contractor cannot make a claim for additional costs or time because of a physical condition unless the Contractor has complied with the notice requirements of Section 2.05.1. The Authority may extend the time required for notice under Section 2.05.1.

2.05.5 The Contractor cannot make a claim for an adjustment under the Agreement after the Contractor has received the final payment under the Agreement.

2.06 In the event that there shall be any dispute between the parties with regard to the extent and character of the Services to be performed, the reasonable interpretation and determination of the Authority or such other representative as may be designated by the Authority shall govern.

2.07 Additional Services

2.07.1 The following services are not included in Services and shall only be performed by the Contractor upon the written request of the Authority, as follows:

- 2.07.2 Work not included in the Services described in Exhibit A.

2.07.3 Preparation to serve as a witness on behalf of the Authority in connection with any public hearing, arbitration proceeding or legal proceeding in which the Contractor is not a party.

2.07.4 Provision of any other services not otherwise included in this Agreement.

ARTICLE III Contract Term

3.01 The Services to be performed by the Contractor pursuant to the terms of this Agreement shall begin on the date the Authority sends the Contractor a notice to proceed with the Project (the "Effective Date"), and shall be complete not later than 578 calendars days from that date, (the Contract Term), unless, the term of this Agreement is otherwise extended in writing by the Authority.

ARTICLE IV Compensation

4.01 The Authority agrees to pay the Contractor for the proper performance of the Services and the Contractor guarantees that it will complete the Services described in Exhibit A hereto on an as needed basis for a total amount not to exceed One Million Nine Hundred Eighty Nine Thousand Four Hundred Thirty Five and 00/100 (\$1,989,435.00) Dollars.

4.02 It is understood and agreed by the parties hereto that the fee stated above for performance of Services is inclusive of any and all remuneration to which the Contractor may be entitled and that the Contractor shall not receive any fringe benefits including but not limited to overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits and insurance benefits in addition to or in lieu of those expressly stated herein.

4.03 Any additional services requested by the Authority of the Contractor shall be payable as mutually agreed upon in writing between the Authority and the Contractor.

4.03 Requests for progress payments shall be submitted by a duly authorized representative of the Contractor to Tyrone Clifton or the current Director of the Authority. At the election of the Authority, the parties shall submit disputes regarding the retention of a portion of progress payments in accordance with MCLA 125.1564(1).

ARTICLE V
Method of Payment

5.01 Payment for the proper performance of Services, including installation of equipment required hereunder, shall be made in accordance with the Payment Procedures attached hereto and incorporated herein as Attachment A.

5.02 The Contractor shall receive payment for the proper performance of Services approved by the Authority hereunder, in accordance with Section 5.01 of this Agreement.

ARTICLE VI
Assignments

6.01 The parties hereto having acknowledged that this Agreement is based upon the qualifications of the Contractor further agree that the Contractor shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Authority.

ARTICLE VII
Events of Default and Remedies

7.01 The following acts and/or omissions shall constitute a default and material breach of this Agreement by the Contractor and shall be deemed an Event of Default if not cured within five (5) business days after written notice of default has been sent by the Authority to the Contractor, provided however, that if the default is such that more than five (5) days are required for a cure, then Contractor shall not be in default if it commences to cure the default within the five (5) day period and thereafter diligently prosecutes the same to completion:

- (a) Failure to comply with any of the material terms and conditions of this Agreement following written notice from the Authority and failure to cure; and/or
- (b) Failure to begin the Services in accordance with the terms of this Agreement; and/or
- (c) If the Contractor, in the judgment of the Authority, is unnecessarily or unreasonably or willfully delaying the performance and completion of the Services; and/or
- (d) The Contractor abandons the Services to be undertaken; and/or
- (e) The Authority reasonably believes that the Services cannot be completed within the time required, where in the Authority's judgment, the delay is attributable to conditions within the Contractor's control; and/or
- (f) The Contractor, without just cause, reduces its personnel to a number which in the judgment of the Authority, is insufficient to complete the Services within a reasonable time and fails to sufficiently increase such personnel when directed to do so by the Authority; and/or

- (g) The Contractor assigns, transfers, conveys or otherwise disposes of this Agreement, in whole, or in part, without prior approval of the Authority; and/or
- (h) Any Authority officer or employee acquires an interest in this Agreement so as to create a conflict of interest; and/or
- (i) The Contractor violates any law, charter provision, ordinance, rule, regulation, governmental order or directive; and/or
- (j) Failure to provide adequate inventory, vehicles, equipment and/or personnel; and/or
- (k) The filing of a voluntary or involuntary petition in bankruptcy or for reorganization or an arrangement, or an assignment for the benefit of creditors, or the adjudication of the Contractor as being bankrupt or insolvent, or the appointment of a receiver of, or for the Contractor if such appointment, adjudication, or similar order or ruling remains in force or unstayed for a period of thirty (30) days, or admit in writing its inability to pay its debts generally as they become due; and/or
- (l) The Contractor's level of performance of the Services, in the reasonable judgment of the Authority falls below the standard of care set forth in Article II hereof and/or
- (m) The Contractor ceases to conduct business in the normal course, and/or
- (n) The Contractor fails to comply with any material terms, conditions and/or obligations of Contractor set forth herein.
- (o) The Contractor fails to pay any labor, tax obligations, fringe benefit funds, insurance premiums, or subcontractor invoices for Services which the Contractor has received payment from the Authority.

7.02 In the Event of Default by the Contractor, the Authority shall be entitled to exercise any and all remedies available at law and/or in equity, including, but not limited to the right to seek and sue for damages, any costs incurred to enforce, or attempt to enforce this Agreement, including reasonable attorneys fees, which enforcement shall not be limited, and may include appeals of any decisions in lower courts, as well as collection efforts thereafter, compensable damages and consequential damages, withhold and retain payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due to the Authority from the Contractor is determined, seek injunctive relief and/or specific performance and such other equitable remedies that are available, as well as effectuate a termination of this Agreement, which may or could give rise to additional damages. It is expressly understood that the Contractor will remain liable for any damages the Authority sustains in excess of any set-off.

ARTICLE VIII Termination

8.01 The Authority may terminate this Agreement in whole or in part for cause upon giving written notice of termination (herein called "Notice of Termination") to the Contractor at least fifteen (15) days before the Effective Date of the termination, should

the Contractor: 1) fail to fulfill in a timely and proper manner its obligations under this Agreement; 2) violate any of the covenants, agreements, or stipulations of this Agreement; 3) cease conducting business in the normal course by reason of insolvency, bankruptcy or any similar proceedings, whether voluntary or involuntary, filed under any present or future bankruptcy or other applicable law; or 4) admit in writing its inability to pay its debts generally as they become due. The Contractor shall be liable to the Authority for damages sustained by the Authority by virtue of the Contractor's breach and shall be liable for any reasonable costs the Authority might incur enforcing or attempting to enforce this Agreement, including reasonable attorney fees. The Authority may withhold any payment(s) to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Authority from the Contractor is determined. It is expressly understood that the Contractor will remain liable for any damages the Authority sustains in excess of any set-off. If this Agreement is so terminated the Authority may take over the Services, and prosecute the same to completion by contract with another party or otherwise, and the Contractor shall be liable to the Authority for any and all costs incurred by the Authority thereby.

8.02 The Contractor may terminate this Agreement in whole or in part for cause upon giving Notice of Termination to the Authority at least thirty (30) business days before the Effective Date of the termination, should the Authority fail to fulfill in a timely and proper manner its obligations under this Agreement. Other than being liable potentially for the payment(s) expressly set forth in this agreement, or as it has been amended, under no circumstances will the Detroit Building Authority, or any of its employees, representatives or agents be responsible for punitive, incidental or consequential damages arising from the Detroit Building Authority's performance or non-performance of any term(s) of this Agreement."

8.03 The Authority may terminate this Agreement without cause, in whole or in part, for its convenience, at any time, without incurring any further liability whatsoever, other than as stated in this Article VIII, by issuing a Notice of Termination to the Contractor of such termination, specifying the Effective Date thereof, at least fifteen (15) business days prior to the Effective Date of such termination. If this Agreement is so terminated, the Authority will pay the Contractor only for the Services rendered prior to such termination, including any retainage for the Services previously performed. The amount of the payment shall be computed by the Authority on the basis of the Services rendered and accepted by the Authority; any expenses incurred prior to termination; bona fide termination settlement costs reasonably incurred by the Contractor, as determined by the Authority relating to the commitments which had become firm prior to the termination, but only to the extent that the Contractor could not have mitigated the same; and such other costs as, in the judgment of the Authority, represent a fair value of the Services provided, less the amount of any previous payments made. Should the Authority or the Authority's designee undertake any part of the Services which are to be performed by the Contractor, to the extent such Services are being performed by the Authority or its designee, the Contractor shall not be entitled to any compensation for the Services so performed. The parties expressly agree that in no case shall payment under this Section 8.03 exceed the maximum sum payable provisions in Section 4.01 and any compensation due the Contractor for any duly authorized

Amendments hereto increasing the scope of work hereunder. Notwithstanding anything to the contrary, Contractor shall be paid for all labor and equipment manufactured for the use on this project if verified by the Authority and it is not used for another project or job.

8.04 After receipt of a Notice of Termination and except as otherwise directed by the Authority, the Contractor shall:

- (a) Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional contract funds for payroll costs and other costs beyond such date as the Authority shall specify, and place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- (c) Terminate any orders and subcontracts to the extent that they relate to the portion of the work so terminated;
- (d) As of the date the termination is effective, preserve all records and submit to the Authority such records and reports as the Authority shall specify, and furnish to the Authority an inventory of all furnishings, equipment, and other property purchased for the Agreement, (if any), and carry out such directives as the Authority may issue concerning the safeguarding or disposition of files and other property; and
- (e) Submit within thirty (30) days of the Notice of Termination a final report of receipts and expenditures of funds relating to this Agreement, and a list of all creditors, subcontractors, lessors, and/or other parties with which the Contractor has incurred financial obligations pursuant to this Agreement (if any).

8.05 Upon completion or other termination of this Agreement, all finished or unfinished original documents or copies (when originals are unavailable), data, studies, briefs, drawings, maps, models, photographs, files, intermediate materials estimates, memoranda, computations, papers, supplies, recordings, videotapes, notes or other materials (herein collectively called the "Work Product") prepared by the Contractor under this Agreement or in anticipation of this Agreement shall, at the option of the Authority, become its sole and exclusive property, whether or not in the Contractor's possession, free from any claims or retention of rights thereto on the part of the Contractor. The Contractor shall promptly deliver to the Authority upon the Authority's request all of such property and the Authority shall return all the Contractor's properties to it. The Contractor acknowledges that any intentional failure or delay on its part to deliver the Work Product to the Authority will cause irreparable injury to the Authority not adequately compensable in damages and for which the Authority has no adequate remedy at law, and the Contractor accordingly agrees that the Authority may, in such event, seek and obtain injunctive relief in a court of

competent jurisdiction and compel delivery of the Work Product. The Authority shall have full and unrestricted use of the Work Product for the purpose of completing the Project. The Contractor may retain copies of the Work Product at its own expense with the consent of the Authority, which consent shall not be unreasonably withheld.

Should the Authority use such Work Product for any purpose except for the Project without utilizing the services of the Contractor, the Contractor shall have no liability arising out of or in connection with such use, or involving or resulting from such use.

ARTICLE IX Amendments

9.01 The Authority may from time to time consider it in its best interest to change, modify or extend a term, condition or covenant of this Agreement or require changes in the scope of the services to be performed by the Contractor, or require the Contractor to perform additional services. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of the Contractor's compensation, which is mutually agreed upon by and between the Authority and the Contractor, shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate this Agreement, nor relieve or release the Contractor and/or Authority from any of its obligations under this Agreement, unless so stated therein. The Contractor shall not be required to perform in accordance with any requested Amendment until Section 9.02 is complied with.

9.02 No Amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing and is signed and acknowledged by duly authorized representatives of both parties. No verbal order or instructions shall in any way change or modify this Agreement. No verbal conversation, understanding, or agreement with any officer or employee of the Authority, or any other person, either before or after the execution of the Agreement shall affect or modify any of the terms, conditions or obligations contained herein.

ARTICLE X Conflict of Interest

10.01 The Contractor warrants and covenants that it does not have and that it will not have during the performance of this Agreement, any direct or indirect proprietary or other interest in any concern, business or entity which would conflict in any manner or degree with the performance of the Services under this Agreement. The Contractor further warrants and covenants that no officer, commissioner, member or employee of the Authority or any other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds hereof.

ARTICLE XI

Confidential Information

11.01 In order that the Contractor may effectively fulfill its obligations under this Agreement, it may be necessary or desirable for the Authority to disclose confidential and proprietary information to the Contractor pertaining to the Authority's or the City of Detroit's (herein called the "City") past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard all information gained as a result of the Services to be performed hereunder as information which is confidential and proprietary to the Authority or the City and not to be disclosed to any organization without the prior written consent of the Authority or the City.

ARTICLE XII Indemnity

12.01 The Contractor agrees to indemnify and hold harmless the Authority and the City against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Authority or the City to the degree of fault of the Contractor and its employees, agents, consultants and sub-consultants caused by any of the following occurring during the term of this Agreement:

- (a) Any negligent or tortious act or omission of the Contractor or any of its personnel, employees, agents, consultants or subcontractors, or any entities associated, affiliated or subsidiary to the Contractor now existing or hereafter created, or their agents and employees.
- (b) Any failure by the Contractor, its personnel, employees agents, consultants or subcontractors to perform its obligations, either implied or expressed, under this Agreement.
- (c) Any act, failure to act or misrepresentation by the Contractor or any of its agents, personnel, employees, consultants or subcontractors in connection with the Project.

The Contractor also agrees to hold the City and the Authority harmless from any and all injury to the person or damage to the property of, or any loss or expense incurred by, an employee of the Authority which arises out of the negligent performance by the Contractor or its employees of the Services under this Agreement to the degree of fault of the Contractor.

12.02 The Contractor agrees that it is its responsibility and not the responsibility of the Authority to safeguard the property and materials that any employees, consultants, or subcontractors use or have in their possession while performing under this Agreement. Further, the Contractor agrees to hold the Authority harmless for any loss of

such property and materials to the degree of Contractor's fault used by such persons pursuant to the Contractor's performance under this Agreement or which is in their possession.

12.03 The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts or other employee benefit acts. In addition, the Contractor agrees to hold the Authority and the City of Detroit harmless to the degree of Contractor's fault from the payment of any deductible on any insurance policy.

12.04 The Contractor agrees that it will require the same indemnification of the Authority by any consultant or subcontractor it hires in providing the Services to be provided in this Agreement.

12.05 Nothing contained in this Article XII shall be construed to require indemnification by the Contractor to a greater degree than that permitted by Act 165 of the Michigan Public Acts of 1966, being MCLA 691.991.

ARTICLE XIII
Insurance

13.01 It is agreed, prior to the execution of this Agreement by the Contractor, that the Contractor shall procure and maintain, and shall provide the Authority with evidence of, the following occurrence based liability insurances in the following amounts:

- (a) Worker's Compensation insurance which meets Michigan Workers Compensation statutory requirements and Employers Liability insurance with limits of \$500,000 for bodily injury by accident for each accident and \$500,000 for bodily injury by disease for each accident. The Contractor agrees that it will obtain a similar covenant with respect to worker's compensation insurance from any subcontractor retained by the Contractor to render any of the Services. This insurance shall be kept in force and effect until receipt of final payment by the Contractor. This insurance is mandatory if the Contractor has employees.
- (b) Commercial General Liability insurance with the following limits.

Each Occurrence Limit	1,000,000
Personal & Advertising Injury Limit	1,000,000
General Aggregate Limit	2,000,000
Products/Completed Operations Aggregate Limit	2,000,000

Damages to Premises Rented to the Contractor's Limit	100,000
Medical Expenses	10,000

(c) [INTENTIONALLY OMITTED].

(d) Automobile liability insurance covering all owned, non-owned, or hired automobiles with limits for bodily injury and property damage of \$1,000,000 each occurrence. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. This insurance shall be kept in force and effect until receipt of final payment by the Contractor.

13.02 Contractor agrees to notify the Authority in writing of any material change or cancellation or non-renewal of any of the required policies at least thirty (30) days prior to such material change, cancellation or non-renewal and failure to do so will constitute material breach of this Agreement.

13.03 [INTENTIONALLY OMITTED].

13.04 Unless prohibited by law, the commercial general liability policy maintained by the Contractor hereunder shall name the Authority and the City as additional insureds, but the Authority's insurance shall be primary and non-contributory to any insurance carried by the Contractor.

13.05 The insurance required of all parties to this Agreement shall be written with insurers authorized to do business in the State of Michigan and shall be rated at least A: IX by A.M. Best's Rating Service.

13.06 Notwithstanding anything to the contrary contained in this Agreement, the Authority and the Contractor hereby waive any and all rights of recovery, claim, action or cause of action against the other, its agents, employees, officers, directors, venturers, partners, members, servants or shareholders for any loss or damage to the other's property by reason of fire, the elements, or any other cause which is covered by standard "all risks" property insurance (including comprehensive boiler and machinery coverage), regardless of cause or origin, including negligence of the other party hereto, its agents, employees, officers, directors, venturers, partners, members, servants or shareholders. Each party's property insurance policies shall contain provisions where the insurer waives their right of subrogation against such other party.

13.07 Certificates of insurance evidencing at least the Minimum Insurance Requirements shall be submitted to the DBA on or before the Effective Date and at least fifteen (15) days prior to the expiration dates of expiring policies. Upon request, the Contractor shall provide the DBA with copies of all required policies.

ARTICLE XIV
Payment and Performance Bonds

14.01 Contractor agrees to deliver to the Authority prior to the Commencement of Services, payment and performance bonds issued by a corporate surety licensed to transact business in Michigan in amounts equal to one hundred percent (100%) of the cost of Services.

ARTICLE XV
Fair Employment Practices

15.01 In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including but not limited to Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to that Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220) the Contractor agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his (her) hire, tenure, terms, conditions or privileges of employment or hire because of his (her) religion, race, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Contractor recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

15.02 The Contractor is required to adhere to City of Detroit Ordinance No. 20-93, codified as Detroit City Code 18-5-60 through 18-5-66, "Prevailing Wage and Fringe Benefit Rates Required for City Projects," as amended.

15.03 The Contractor shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to his (her) hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex or sexual orientation.

15.04 The Contractor shall promptly furnish any information required by the Authority or the City of Detroit Human Rights Department pursuant to this Section.

15.05 The Contractor further agrees that it will notify any subcontractor of its obligations relative to fair employment practices nondiscrimination and affirmative action under this Agreement when soliciting same and will include the provisions of this Article in such subcontract, as well as provide the Authority a copy of any subcontract agreement upon request. The Contractor further agrees to take such action with respect to any

subcontract procurement as the Authority may direct as a means of enforcing such provisions, including the aforementioned sanctions for noncompliance.

15.06 Breach of the terms and conditions of this Article XV may be regarded as a material breach of this Agreement.

ARTICLE XVI
Personnel, Labor and Staffing

16.01 Contractor agrees to have available at all times during the Contract Term the appropriate levels of competent administrative, supervisory and skilled trade personnel required to perform the Services associated with the Project in a timely, efficient and professional manner and in full cooperation with the Authority.

16.02 Contractor acknowledges that the Authority shall have approval rights with respect to certain Key Personnel (as defined herein) assigned to the Project, and that Contractor shall not remove such Key Personnel without the prior written consent of the Authority, which will not be unreasonably withheld. "Key Personnel" means those personnel identified as key personnel in Contractor's accepted proposal in response to the Authority's request for proposals for this Project.

16.03 Contractor further acknowledges and agrees that the Authority has the right to require the Contractor to remove and replace from the Project any of its direct employees or subcontracted personnel, including skilled trades who, in the reasonable discretion of the Authority, are not performing at the proper skill level or in the best interest of the Authority or are otherwise deemed detrimental to the Authority's service to its customers, patrons, invitees or the public.

ARTICLE XVII
Notices

17.01 All notices, consents, approvals, requests, reports and other communications (herein collectively called "Notices") required or permitted under this Agreement shall be in writing and sent by registered or certified mail, postage prepaid and addressed as follows:

If to Authority:	City of Detroit Building Authority 1301 Third Street, Suite 328 Detroit, Michigan 48226 Attention: Tyrone Clifton
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with a copy to:

The Allen Law Group, PC

3011 W. Grand Blvd., Suite 2500
Detroit, Michigan 48202
Attention: Floyd E. Allen, Esq.

If to Contractor: Kone Inc.
11864 Belden Ct.
Livonia, Michigan 48150
Attention : Jay Dietz, Vice President

17.02 Notices shall be deemed given on the date of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice thereof to the other as herein provided. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

ARTICLE XVIII
Representations and Warranties

18.01 Contractor represents and warrants that all of the following statements are true and shall remain true from the Effective Date of this Agreement throughout the Contract Term:

- (a) The Contractor covenants that it is not, and will not become, in arrears to the Authority or the City upon any contract, debt or other obligations.
- (b) The Contractor is fully qualified and capable and has the requisite skills necessary to perform the Services pursuant to the terms and conditions set forth therein.
- (c) Contractor represents and warrants that it has full power to enter into this Agreement, to enter into the obligations described herein, to execute and deliver this as well as any and all other documents to be executed and/or delivered in connection herewith, and to incur the obligations provided for herein, all of which have been duly authorized by all proper and necessary action of the Contractor.
- (d) Contractor represents and warrants that, as of the Effective Date and throughout the Contract Term of this Agreement, Contractor has not been and is not in arrears to the State of Michigan for any debts whatsoever (including, but not limited to, back taxes), nor is or was Contractor in default or in litigation regarding any issues with the State of Michigan, US Federal Government, Wayne County, Oakland County, Macomb County or the City.
- (e) Contractor represents and warrants that it has the necessary financial resources, employees, vehicles and equipment available to provide the Services as required by this Agreement.
- (f) Contractor represents and warrants that it is not, jointly or severally, party to any contract or agreement or subject to any other restriction

or unusually burdensome order of any regulatory commission, court, board or agency, which may materially and adversely affect its ability to provide the Services. The execution and performance of this Agreement and the documentation related hereto, will not result in the creation of any other encumbrance or charge upon any asset of Contractor pursuant to the terms of any other agreement. No provisions of any existing mortgage, indenture, contract or agreement affecting Contractor's operations and/or assets is in effect which would conflict with or in any way prevent the execution, delivery or enforcement of the terms of this Agreement.

- (g) To the best of Contractor's knowledge, it has not received any written notice from any governmental authority that the Contractor is now in violation of any governmental orders, regulations, statutes or ordinances dealing with the Contractor's operations. In the event any such notice from any governmental authority is received by Contractor between the Effective Date and throughout the Contract Term, which Contractor does not reasonably contest, Contractor shall correct the same at Contractor's expense as promptly as possible.
- (h) Contractor has not entered into any contracts or made any commitments which would bind the Authority as a successor in interest.
- (i) Contractor has not entered into any other existing agreements which will conflict with its obligations hereunder.
- (j) To the best of Contractor's knowledge, all documents heretofore and hereafter provided to the Authority are, and shall be complete, true, and accurate in all material respects.
- (k) Contractor has not contracted for the furnishing of labor or materials which will not be paid in full by Contractor in the ordinary course. Contractor shall indemnify the Authority from all loss, claims, and costs which the Authority may incur from the imposition of construction and/or storage/bailment liens, if any, arising from the acts and/or omissions of Contractor.
- (l) Contractor has no notice of, and there is no pending or threatened litigation, administrative action or examination, claim or demand whatsoever relating to the Contractor and/or its operations and/or assets, or the Services contemplated herein, before any court or any federal, state or municipal government department, commission, board, bureau, agency or instrumentality thereof, the outcome of which may materially adversely affect Contractor and/or Contractor's ability to perform the Services in accordance with this Agreement.
- (m) No federal, state or local taxing authority has asserted any tax deficiency, lien, or assessment against the Contractor which has not been paid or the payment for which adequate provision has not been made to the Authority's reasonable satisfaction.

- (n) That Contractor and the principals and/or partners and/or owners and/or officers of Contractor are citizens of the United States of America as defined in Section 1445 of the Internal Revenue Code.
- (o) This Agreement, and all related documents will, when executed and delivered by Contractor, be the valid, legal and binding agreements or obligations of the Contractor, enforceable in accordance with their respective terms, having been duly authorized by all requisite corporate action.
- (p) Contractor has complied with all City applicable clearance and hiring policy requirements, including execution and delivery of a Request for Income Tax Clearance, Vendor Clearance Request, Covenant of Equal Opportunity, Hiring Policy Compliance Affidavit and Slavery Era Records and Insurance Disclosure Affidavit.
- (q) Contractor hereby warrants, represents and covenants with the Authority that each and every warranty, representation, and covenant set forth in this Agreement shall be true for the period from the Effective Date and throughout the Contract Term of this Agreement.

ARTICLE XIX

Office of the Inspector General

19.01. In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.

19.02. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.

19.03. A fine shall be assessed to the Authority in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Authority, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

19.04. Pursuant to Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.

19.05. Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

17.06. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

ARTICLE XX
Miscellaneous

20.01 (a) No failure by the Authority to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term or remedy resulting from a breach thereof shall constitute a waiver of any such covenant, agreement, term or condition of this Agreement and the same shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(b) Each party reserves and shall have the exclusive right to waive, at its sole discretion, and to the extent permitted by law, any requirement or provision under this Agreement unless such waiver is specifically prohibited. No act by or on behalf of a party hereto shall be, or shall be deemed or construed to be, a waiver of any such requirement or provision, unless the same be in writing, signed by the authorized representative of the party and expressly stated to constitute a waiver.

20.02 If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20.03 This instrument, including Exhibit A, attached hereto, which is a part of this Agreement, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither the Authority nor the Authority's agents have made any representations except as expressly set forth herein, and no rights or remedies are or shall be acquired by the Contractor by implication or otherwise unless expressly set forth herein. The Contractor hereby waives any defense it may have to the validity of the execution of this Agreement.

20.04 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article or section or other subdivision.

20.05 All the terms and provisions of this Agreement shall be deemed and construed to be "covenants" and "conditions" as though the words specifically expressing or importing covenants and conditions were used in each separate term and provision.

20.06 The headings and sections in this Agreement are for convenience only and shall not be used to construe or interpret the scope of intent of this Agreement or in any way effect the same.

20.07 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided at law or in equity. The Agreement and all actions arising hereunder shall be governed by, subject to and construed according to the laws of the State of Michigan. The Contractor agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action arising out of this Agreement. The Contractor agrees that service of process at the address and in the manner specified in Article 14 will be sufficient to put the Contractor on notice, and the Contractor hereby waives any and all claims relative to such notice. The Contractor also agrees that it will not commence any action against the Authority because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction can be had in the United States District Court, Eastern District, the Michigan Court of Appeals or the State Supreme Court.

20.08 If any affiliate (as hereinafter defined) of the Contractor shall take any action, which, if done by a party, would constitute a breach of this Agreement, the same shall be deemed a breach by the Contractor with right legal effect. "Affiliate" shall mean a "parent," subsidiary or other company controlling, controlled by or in common control with the Contractor.

20.09 It is understood that this is not an exclusive service contract, and that during the term of this Agreement, the Authority may contract with other companies and that the Contractor is free to render the same or similar services to other clients; provided, however, that the Contractor's obligations to the Authority contained in this Agreement will not be affected in any manner.

20.10 Neither party shall be responsible for any loss, damage, detention, or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, government priorities, or requests or demands of the National Defense Program, civil or military authority, war, insurrection, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or

completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

20.11 For purposes of the hold harmless and indemnity provisions contained in this Agreement, the term "Authority" shall be deemed to include the Detroit Building Authority, the City of Detroit, and all other associated, affiliated, allied or subsidiary entities or commissions, their officers, agents and representatives and employees now existing or hereafter created.

20.12 The Contractor covenants that it is not, and will not become, in arrears to the Authority upon any contract, debt or other obligations to the City, including real property, personal property and income taxes.

20.13 This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution hereof, the Authority shall submit to the Contractor a confirmed copy of this Agreement.

20.14. Contractor covenants and agrees that it will complete the Project in a manner consistent with local, state or federal laws, rules or regulations now or hereafter in force and applicable hereto.

20.15. [INTENTIONALLY OMITTED].

20.16 Contractor acknowledges and agrees that the Authority shall be permitted to audit the Contractor's financial records pertaining to the Contractor's performance of this Agreement, which right to audit may be assigned by the Authority to its designee, including the Detroit City Council and the City Auditor General.

20.17 Contractor and each of its subcontractors shall comply with all anti-kickback laws, including the Copeland Anti-Kickback Act (18 USC §874) and is prohibited from inducing, by any means, any person employed in connection with the Project to give up any part of the compensation to which he/she is otherwise entitled. Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

20.18 Contractor and each of its subcontractors are prohibited from paying or accepting any bribe in connection with securing this Agreement or in connection with performing under the terms of this Agreement. Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

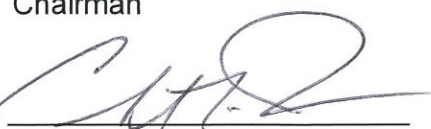
20.19 Contractor shall comply with all federal, state and local statutes, rules regulations and orders applicable to the conduct of the work under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF DETROIT BUILDING
AUTHORITY, a Michigan public authority
and body corporate

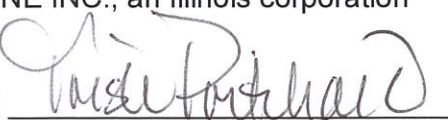
By: 
Hakim W. Berry

Its: Chairman

By: 
Christopher T. Jackson

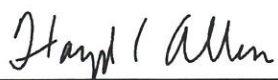
Its: Treasurer

KONE INC., an Illinois corporation

By: 

Its: Assistant Secretary

APPROVED AS TO FORM:


General Counsel, City of Detroit
Building Authority

ATTACHMENT A

PAYMENT PROCEDURES

The Contractor shall submit a cost breakdown of the work for the purpose of developing a schedule of values, as required by the Authority and/or by the funding source's accounting requirements and as required to further breakdown the unit cost in the proposal. The cost breakdown shall, when totaled, equal the total Contract amount for the work. The developed schedule of values shall be incorporated into the Contractor's invoice and used on a monthly basis to determine the amount earned by the Contractor that month. The cost breakdown must meet with the approval of the Authority and may be revised by the Authority at its sole discretion if it reasonably appears unbalanced. The Authority reserves the sole right, and the Contractor acknowledges such right, to withhold progress payments or portions thereof, in amounts judged necessary by the Authority, should the Contractor become in default of any of the terms and conditions of the Agreement.

Procedure for Monthly Payment Applications

1. Before the 25th day of each month, the Contractor will contact the Authority's Project Manager and provide an estimate of the quantities and values of work completed, as projected to the end of the month, so that a value of work completed and earned can be agreed upon.
2. The Contractor must verify quantities and values approved and submit in triplicate the detailed invoice before the 1st day of each month. For each of the line items in the approved cost breakdown, the Contractor shall indicate total charges through the current billing period, total charges through the previous billing period, total charges for the current billing period, quantities and types of units of work performed and the associated unit prices.
3. The monthly payment request shall be in the form of notarized AIA Documents G702 and G703 ("Application for Payment" and the "Continuation Sheet"), together with a spreadsheet of the schedule of values approved by the Authority.
4. A Partial Unconditional Waiver of Lien shall be submitted by the Contractor and its subcontractors to the Authority prior to the Authority processing Contractor's requests for payment. A final unconditional waiver of lien acknowledging payment in full to the Contractor and each subcontractor shall be submitted to the Authority at the time final payment is made.
5. A notarized Contractor's sworn statement, showing that all labor and materials furnished to the date of request have been paid in full shall accompany each monthly invoice.

6. All invoice documents and backup must be clearly identified with the Project name and shall be hand delivered or mailed to:

**Tyrone Clifton, Director
City of Detroit Building Authority
1301 Third Street, Suite 328
Detroit, Michigan 48226**

7. Requests for payment for extra work items will be accepted only when covered by Change Order (AIA Document G701) to the Agreement and only when submitted in the appropriate format and after written approval by the Authority
8. Payment will not be made for materials stored off of the Project site that have not been inspected and approved by the Authority.
9. Should the Contractor fail to comply with steps (1) through (8), the monthly estimate presented to the Authority may not be honored.
10. No payments shall become due under this Agreement until:
 - a. This Agreement is executed by the Contractor and the Authority.
 - b. Such items as bonds and certificates of insurance are furnished and are satisfactory to the Authority.
 - c. Such time as the Authority receives from its funding source(s) funds for the work performed by Contractor, that is properly invoiced by the Contractor.
11. The Authority will pay the Contractor the value of work approved by the Authority, less the applicable retainage for Contractor's invoices that are approved by the Authority in accordance with these payment procedures.
12. Subject to paragraph 13 of these payment procedures, the Authority shall pay the Contractor final payment upon completion by the Contractor of all punchlist items; submission of as-built drawings and operation and maintenance manuals; receipt of consent of the surety; receipt of warranties and guarantees, and upon remittance of final payment from the Authority's funding source to the Authority. Payments shall be subject to a retainage of ten (10%) percent of each payment until such time that the work is fifty (50%) percent complete, after which a retainage of ten (10%) percent of each payment may be continued if the Authority determines that the Contractor is not making satisfactory progress towards substantial completion of the work or for any other reason relating to the Contractor's performance under the Agreement.
13. Acceptance of final payment by the Contractor shall constitute and operate as a release of the Authority and the City of Detroit (the "City") from any and all claims by the Contractor of any liability of the Authority or the City for any act or omission

relating to or arising under the Agreement, including any prior omission, negligence or default of the Authority, the City, or any of their officers, employees, agents or contractors. Any claim by Contractor relating to or arising from the Agreement and not otherwise waived by Contractor shall be submitted to the Authority prior to final payment in a verified statement of any and all claims relating to or arising under the Agreement, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein and the value of each such item, the claim for any delay, the alleged cause of each such delay, the period or periods of time of such delay, giving the dates when the Contractor claims the performance of the work or any particular part thereof was delayed and an itemized statement and breakdown of the amount claimed for each such delay. Unless Contractor's claims are completely submitted as required herein prior to the Authority's final payment to the Contractor, the Contractor will have waived such claims and the right to assert the claims.

EXHIBIT A

SCOPE OF WORK

The Contractor's work shall include the following:

[SEE ATTACHED HERETO]



ELEVATOR SPECIFICATION

FOR:

We are looking for bids for the modernization of six elevators at the Detroit Waterboard Building. This modernization will be for all the elevator work required by the attached specification. The work shall be in conjunction with the Owner of the facility which is the The City of Detroit. The project will be a turn key project with the selected elevator contractor becoming the prime for all related work needed to meet the current elevator code of the City of Detroit.

The elevator modernization proposals must be returned, No Later Than July 31st, 2019. The modernizations will be changing out the existing machines with a gearless machine, new controllers and auxiliary equipment as specified. Schedule is extremely important to this project. Please provide estimated lead times with your submittal.

There will be a scheduled walk through on .
For any additional questions please feel free to contact me at
tzackery@ceassetmanagement.com



Section: Division 14 Electric Traction Passenger Elevators

Part 1 Description

- 1 Work to be included:
 - A. The work included shall be all labor, materials, tools, equipment and services required to manufacture and deliver the specified modernizations included in this specification and current site conditions. The elevator contract shall also contract all independent subcontractors to bring site conditions up to current mandated state codes to include, electrical services, lighting, HVAC, and any others that may be required.
 - B. The work shall be for the modernization of the units below, all work to be conducted shall meet all requirements and rules and regulations of the acting code authority in the location of the modernization.
 - a. (5) 2000# capacity geared traction passenger elevator
 - b. (1) 2000# capacity geared traction passenger/service elevator
 - C. The intent of the modernization project is to bring the listed elevators above to like new condition meeting all applicable codes for the work specified herein.
 - a. All related equipment shall be constructed and installed to produce a quality modernization project resulting in smooth, quiet, and efficient operation. This should all be done with the highest quality of workmanship and with a high standard of safety.
 - b. All electric circuits and related parts shall be of proper size design and material to avoid any effects which may reduce the efficiency of net useful life of any/all components.
 - c. The consultant at their discretion may permit variations from the requirement of these specifications to permit the use of the Contractor's standard equipment, provided that the equipment meets the intended use and full intent of these specifications. Any such variation must be set forth as an exception to the specifications in the bid and authorized as acceptable prior to issuance of a contract.
 - d. All components installed in the elevator system must be manufactured and distributed for the use of the vertical transportation industry:



- i. Each component shall conform to the design and construction standards and shall be rated the best commercial grade and suitable for the application.
 - ii. All equipment shall be tested and approved in the open market and proven to be reliable.
 - iii. All equipment to be installed must come with a manufacturers warranty.
 - iv. It is to be understood by the contractor that the entire system shall be designed, fabricated and/or modified to meet all applicable codes and code authority approval. The absence of any particular item or requirement shall not relieve the contractor of the full and sole responsibility for such equipment, features and/or procedures.
- e. With the exception of those items specifically identified as being performed by others, the specifications are intended to include all engineering, material, labor, testing, and inspections needed to achieve the work specified by the contract documents. It shall be understood that any incidental work necessary to complete the project is also covered by the specifications, bidders are cautioned to familiarize themselves with the existing jobsite conditions.
- f. All bidders must report any and all discrepancies or ambiguities occurring in the specifications to the consultant for resolution prior to bid due date. If there are no questions, the bid will be considered to meet the specifications as listed and deemed acceptable in their existing form.

D. Termination of Existing Agreement

- a. By submitting a bid, the existing maintenance provider agrees that any service contract(s) in effect shall be terminated by the Owner should the project be awarded to another vendor upon 30-day written notice to the contractor by the Owner.
 - i. The contract shall be terminated with no penalty to the Owner or Contractor.
 - ii. Owner will be responsible for the money owed the contractor for services rendered prior to the date of cancellation.

E. Code Authority

- a. The work specified in these contract documents shall be performed in compliance with all applicable Federal, State, and municipal codes and ordinances in effect at the time of the contract execution. Regulations of the AHJ (Authority Having



Jurisdiction) shall be fulfilled by the contractor and subcontractors. The entire installation and/or modernization when complete, shall conform with all applicable regulations set forth in the latest editions of:

- i. Local and/or State Laws applicable for the logistical area of the project work.
- ii. Building code applicable to the AHJ.
- iii. Elevator rules and codes applicable to the AHJ.
- iv. Safety code for Elevators and Escalators, ASME A17.1, A17.1S, A17.2, A17.3 and all supplements as adopted by the local AHJ.
- v. National Electrical Code (ANSI/NFPA 70)
- vi. Americans with Disabilities Act – Accessibility Standards for Building Facilities and/or A117.1 Accessibility as may be applicable by the AHJ.
- vii. ASME A17.5/CSA-B44.1 – Elevator and Escalator electrical equipment.

- b. The contractor shall advise the Owner's representative of pending code changes that could be applicable to this project and provide quotations for compliance with the related costs.

F. Permits

- a. Prior to commencing work specified by the contract documents the contractor shall, at its own expense, obtain all permits or variances as may be required by the AHJ. The contractor shall provide to the owner satisfactory evidence that all permits and variances have been obtained prior to commencing work.
- b. Contractor must file all applicable drawings for approval through the AHJ.

G. Submittals

- a. Prior to beginning work, if layouts are required due to changes in the building structure, these layouts must be approved by the owner.
- b. Approved layouts (if required) shall be approved prior to ordering any equipment for the project.
- c. Cab submittals, all elevator interior finishes shall be selected by the owner or owner's representative. Each submittal shall be accompanied with samples of



wood, metal, plastic laminate, and paint. Finishes shall not be released until the contractor has received an approved submittal.

- d. It shall be understood that the approvals given are for general arrangement only. The contractor is solely responsible for all measurements.

H. Measurements and Dimensions

- a. Drawings or measurements included for bidding is for the bidder's convenience. The sole responsibility of all detailed dimensions are by the contractor.
- b. In the execution of work to be done on site, the contractor must verify all dimensions with the actual site conditions.
- c. If there are multiple subcontractors working in conjunction with the elevator contractor, all work must be in conjunction with one another and dimensions shall be verified by all parties. At no time shall the owner be responsible for verification of measurements made by others.

I. Software and Firmware Updates

- a. During the life of the equipment and subject to the term of the maintenance agreement. All software and firmware shall be updated to the most recent version to provide any and all safety and efficiency improvements to the controller installed.
- b. At no time shall any provided software or firmware be removed from the system whether maintenance is being provided by the contractor chosen for the modernization or not. All components installed on the elevator shall become property of the owner.

J. Diagnostic Tools

- a. Prior to final acceptance of the project the contractor shall deliver to the owner any and all specialized tools required to perform diagnostic evaluations, adjustments, and programming changes on any microprocessor based control system installed. All tools shall become the property of the owner.
 - i. Tool or tools must be configured to make all adjustments as specified above.



- ii. Any owner tool that requires periodic updating must be done at no cost to the owner and contractor shall provide a substitute tool while the owner's tool is being updated.
- iii. Contractor shall provide written instructions along with access codes and or any proprietary information necessary to interface with said tool.

K. Keys

- a. Upon final acceptance a minimum of three (3) keys shall be provided for each keyed fixture as provided.
- b. All keys shall also be accompanied with labels for each purpose. Contractor is responsible for documentation on the purpose and use of each key switch provided for the owner.

L. Wiring Diagrams, Operating Manuals

- a. Contractor shall provide to the owner:
 - i. Two (2) Volumes of printed information organized into neatly bound manuals shall be issued to the owner prior to final acceptance.
 - ii. One electronic file of all applicable documents provided in the manuals shall also be provided to the owner prior to final acceptance.
 - iii. All manuals shall contain at a minimum:
 - 1. Step by step adjusting, programming and troubleshooting procedures that pertain to the systems provided per this specification.
 - 2. Any passwords required for access to the diagnostic tools provided.
 - 3. A listing of all parameters and variables installed in the system along with the default settings for each.
 - 4. Spare parts list for all components installed.
 - iv. Provided two (2) sets of "Final" straight line wiring diagrams. This should include an changes made and "as installed" format.
 - 1. Wiring diagrams shall include all electronic components in both Machine Room and Hoistway.
 - 2. Any supplements to additional wiring shall be included and noted as such.
 - v. Manuals shall show recommendations for maintenance with reference to any standard lubrication charts.



M. Materials and Workmanship

- a. The installation of all materials shall be done in a systematic and organized manner which shall be of the highest workmanship.
- b. All materials that will be used shall be new and of the best quality available of the kind specified.
- c. The contractor shall:
 - i. Install all equipment in accordance with the contractor’s instructions, referenced codes, specification, and approved submittals
 - ii. Install all machine room equipment with clearances in accordance with referenced codes and specification.
 - iii. Install all equipment so that it may be easily maintained.
 - iv. Install all equipment to afford the maximum accessibility, safety, and continuity of operation.
 - v. All installed material shall be free of damage. Any factory painted surfaces shall be neatly painted to protect the finish from corrosion and present a like new appearance.

2. SUMMARY

- A. Two (5) Traction Passenger Elevator: Elevator #1, #2, #3, #4, #5,
- B. Unless specifically identified as “retain existing,” provide new equipment.

	Existing Equipment	Disposition
Number:	#1-#5	Retain Existing
Capacity:	2000 #	Retain Existing
Class Loading:	Passenger	Retain Existing
Contract Speed:	500 F.P.M.	Retain Existing





Machine:	Gearless	Replace with Gearless
Machine Location:	Overhead	Retain Existing
Operational Control:	Relay Logic	NEW, Selective Collective Microprocessor-Based System
Motor Control:	DC Variable Voltage	AC Variable Voltage Variable Frequency Microprocessor Based with Digital Closed-Loop Feedback
Power Characteristics:	240 Volts, 3 Phase, 60 Hertz Field Verify	Retain Existing (if HD Disconnects required replaced by elevator contractor) New cab lighting disconnects will be needed)
Stops:	1-19	Retain Existing
Floors Served:	1-19 Front	Retain Existing
Travel:	Field Verify	Retain Existing
Clear Inside Car:	Field Verify	Retain Existing, new SS#4 cab enclosure required
Entrance Size:	Field Verify 36" X 84"	Retain Existing
Entrance Type:	Two Speed, Side Opening Power	Retain Existing
Door Operation:	Heavy-Duty Door Operator	Replace: High Speed, Heavy-Duty, Linear Drive Door Operator, Minimum Opening Speed 2-1/2 F.P.S.
Door Protection:	Infrared, Full Screen Device	New: Full Screen Device Panachrome



Guide Rails:	Planned Steel Tees	Retain Existing
Buffers:	oil	Retain Existing, Refurbish Like New
Car Enclosure:		As Specified - New
		Battery Powered Emergency Car Lighting. Provide Separate Constant Pressure Test Button in Car Service Compartment. Illuminate Portion of Normal Car Lighting.
Signal Fixtures:		LED Illumination Contractor's Standard Vandal Resistant Buttons, alternate for kiosk in lieu of buttons
Hall and Car Pushbutton Stations:		New: surface mount to meet ADA height requirements.
Car Position Indicator:		Single Digital with Car Direction Arrows
Car Lantern:		Car Entrance Columns with Volume Adjustable Electronic Chime or Tone. Sound Twice for Down Direction
Hall Car Position Indicator:		Digital Multi-Numerical Type with Car Direction Arrows at Main Floor.
Communication System:		Emergency Communication Self-Dialing, Vandal Resistant, Push to Call, Two-Way Communication System with Recall, Tracking and Voiceless Communication
Additional Features:		Car and Counterweight Roller Guides *Retain Car Guides
		Car Top Inspection Station *New
		Firefighter's Service, Phase I and II





Hoistway Access Switches, Top and Bottom Floors *New

Load-Weighing Device *New

Anti-Nuisance Feature

Tamper Resistant Fasteners for all Fastenings Exposed to the Public

One Year Warranty Maintenance with 24-Hour Call-Back Service at no cost to owner.

Hall Lanterns to be relamped with LED Bulbs at each landing.

Wiring Diagrams, Operating Instructions, and Parts Ordering Information

Non-Proprietary Control Systems and Diagnostics Means/Provisions as specified

C. One (1) Traction Passenger Elevator: Elevator #6

D. Unless specifically identified as "retain existing," provide new equipment.

Number:	#6	Retain Existing
Capacity:	2000 #	Retain Existing
Class Loading:	Passenger/Service Class B	Retain Existing
Contract Speed:	500 F.P.M.	Retain Existing



Machine:	Gearless	NEW: Gearless
Machine Location:	Overhead	Retain Existing
Operational Control:	Relay Logic	Selective Collective Microprocessor-Based, to accommodate duplex operation.
Motor Control:	DC	AC Variable Voltage Variable Frequency Microprocessor Based with Digital Closed-Loop Feedback
Power Characteristics:	240 Volts, 3 Phase, 60 Hertz Field Verify	By others if required.
Stops:	B-20	Retain Existing
Openings:	21 Front	Retain Existing
Floors Served:	1-21 Front	Retain Existing
Travel:	Field Verify	Retain Existing
Clear Inside Car:	Field Verify	Retain Existing
Entrance Size:	Field Verify 36" X 84"	Retain existing
Entrance Type:	Center Opening	Retain Existing
Door Operation:	Open Loop, Harmonic Drive.	High Speed, Heavy-Duty, Linear Drive Door Operator, Minimum Opening Speed 2-1/2 F.P.S.
Guide Rails:	T-rails	Retain Existing
Buffers:	Oil	Retain Existing: Refurbish to like new.



Car Enclosure:

Retain

Battery Powered Emergency Car Lighting. Provide Separate Constant Pressure Test Button in Car Service Compartment. Illuminate Portion of Normal Car Lighting.

Signal Fixtures:

LED Illumination Contractor's Standard

Hall and Car Pushbutton Stations:

Hall to include PI's in the Hall fixture at each landing.

Car Position Indicator:

Single Digital with Car Direct Arrows.

Car Lantern:

Car Entrance Columns with Volume Adjustable Electronic Chime or Tone. Sound Twice for Down Direction.

Hall Car Position Indicator:

Digital Type with Car Direction Arrows at Main Floor.

Communication System.

Emergency Communication Self-Dialing, Vandal Resistant, Push to Call, Two-Way Communication System with Recall, Tracking and Voiceless Communication

Additional Features:

Car and Counterweight Roller Guides *Retain Car Guides

Car Top Inspection Station *New

Firefighter's Service, Phase I and II
Hoistway Access Switches, Top and Bottom Floors *New

Load-Weighing Device *New

Anti-Nuisance Feature



Tamper Resistant Fasteners for
all Fastenings Exposed to the
Public

One Year Warranty
Maintenance with 24-Hour Call-
Back Service at no cost to owner

3. OPERATION

- A. Collective Microprocessor-Based, Cars All: NEW,
1. Operate car without attendant from pushbuttons in car and located at each floor. When car is available, automatically start car and dispatch it to floor corresponding to registered car or hall call. Once car starts, respond to registered calls in direction of travel and in the order the floors are reached.
 2. Do not reverse car direction until all car calls have been answered, or until all hall calls ahead of car and corresponding to the direction of car travel have been answered.
 3. Slow car and stop automatically at floors corresponding to registered calls, in the order in which they are approached in either direction of travel. As slowdown is initiated for a hall call, automatically cancel hall call. Cancel car calls in the same manner. Hold car at arrival floor an adjustable time interval to allow passenger transfer.
 4. Answer calls corresponding to direction in which car is traveling unless call in the opposite direction is highest (or lowest) call registered.
 5. Illuminate appropriate pushbutton to indicate call registration. Extinguish light when call is answered.
- B. Other Items:
1. Load Weighing: Provide means for weighing car passenger load. Control system to provide dispatching at main floor in advance of normal intervals when car fills to capacity. Provide hall call by-pass when the car is filled to preset percentage of rated capacity and traveling in down direction. Field adjustment range: 10% to 100%.
 2. Anti-Nuisance Feature: If car loading relative to weight in car is not commensurate with number of registered car calls, or activation of door protection device is not commensurate with the number of registered car calls, cancel car calls. Systems employing either load weighing or door protective device for activation of this feature are acceptable.
 3. Independent Service: Provide controls for operation of each car from its pushbuttons only. Close doors by constant pressure on desired destination floor button or door close button. Open doors automatically upon arrival at selected floor.
- C. Firefighters' Service: Provide equipment and operation in accordance with Code requirements.



D. Firefighters' Emergency Operation: Provide equipment and operation in accordance with code requirements. Replace all fire key switches in non-modernized elevators in this building to match modernized elevators.

E. Automatic Car Stopping Zone: Stop car within 1/8" above or below the landing sill. Maintain stopping zone regardless of load in car, direction of travel, distance between landings, hoist rope slippage, or stretch.

F. Motion Control: Microprocessor based AC, variable-voltage, variable frequency IGBT with digitally encoded closed-loop velocity feedback suitable for operation specified and capable of providing smooth, comfortable car acceleration, retardation, and dynamic braking. Limit the difference in car speed between full load and no load to not more than $\pm 3\%$ of the contract speed.

G. Door Operation: Automatically open doors when car arrives at main floor. At expiration of normal dwell time, close doors.

H. Standby Lighting and Alarm: Car mounted battery unit with solid-state charger to operate alarm bell and car emergency lighting. Battery to be rechargeable with minimum 5-year life expectancy. Provide constant pressure test button in service compartment of car operating panel. Coordinate location of light fixture with Architect.

I. Standby Power Operation: Upon loss of normal power, adequate standby power will be supplied via building electrical feeders to simultaneously start and run one car in each group and single cars at contract car speed and capacity.

1. Automatically return one car at a time in each group and single cars nonstop to designated floor, open doors for approximately 3.0 seconds, close doors, and park car. During return operation, car and hall call pushbuttons shall be rendered inoperative. As each car parks, system shall immediately select the next car until all cars in a group have returned to the designated floor. If a car fails to start or return within 30 seconds, system shall automatically select the next car in the group to automatically return.

2. When all cars in a group have returned to the designated floor, one car in each group shall be designated for automatic operation. When a service demand exists for 30 seconds and designated car fails to start, next available car in the group shall be automatically selected for operation.

3. Successive Starting: When normal power is restored or there has been a power interruption, individual cars in each bank shall restart at five second intervals.

J. Car Light and Fan Timer: Provide necessary logic and power relay to allow car lights and fan to turn off.

4. MACHINE ROOM EQUIPMENT

A. Arrange equipment in existing machine room spaces.

B. #1-#6 New Gearless Machine,

1. Replace with new OEM 350FPM AC Gearless Machine



2. New Machines must be Torrin TGL mini gearless or similar in application.
- C. Solid State Power Conversion and Regulation Unit:
1. Provide solid state, alternating current, variable voltage, variable frequency (ACV3F), I.G.B.T. converter/inverter drives.
 2. Design unit to limit current, suppress noise, and prevent transient voltage feedback into building power supply. Provide internal heat sink cooling fans for the power drive portion of the converter panels. Conform to IEEE standards 519-2014 for line harmonics and switching noise.
 3. Isolate unit to minimize noise and vibration transmission. Provide isolation transformers, filter networks, and choke inductors.
 4. Suppress solid-state converter noises, radio frequency interference, and eliminate regenerative transients induced into the mainline feeders or the building standby power generator.
 5. Supplemental direct-current power for the operation of hoist machine brake, door operator, dispatch processor, signal fixtures, etc., from separate static power supply.
- D. Encoder: Direct drive, solid-state, digital type. Update car position at each floor and automatically restore after power loss.
- E. Controller: UL/CSA labeled.
1. Compartment: Securely mount all assemblies, power supplies, chassis switches, relays, etc., on a substantial, self-supporting steel frame. Completely enclose equipment with covers. Provide means to prevent overheating.
 2. Relay Design: Magnet operated with contacts of design and material to insure maximum conductivity, long life, and reliable operation without overheating or excessive wear. Provide wiping action and means to prevent sticking due to fusion. Contacts carrying high inductive currents shall be provided with arc deflectors or suppressors.
 3. Microprocessor-Related Hardware:
 - a. Provide built-in noise suppression devices which provide a high level of noise immunity on all solid-state hardware and devices.
 - b. Provide power supplies with noise suppression devices.
 - c. Isolate inputs from external devices (such as pushbuttons) with opto-isolation modules.
 - d. Design control circuits with one leg of power supply grounded.
 - e. Safety circuits shall not be affected by accidental grounding of any part of the system.
 - f. System shall automatically restart when power is restored.
 - g. System memory shall be retained in the event of power failure or disturbance.
 - h. Equipment shall be provided with Electro Magnetic Interference (EMI) shielding within FCC guidelines.
 4. Wiring: CSA labeled copper for factory wiring. Neatly route all wiring interconnections and securely attach wiring connections to studs or terminals.
 5. Permanently mark components (relays, fuses, PC boards, etc.) with symbols shown on wiring diagrams.



6. Provide controller or machine mounted auxiliary, lockable "open," disconnect if mainline disconnect is not in sight of controller and/or machine.

F. Machine and Equipment Support Beams: Retain existing in place. Provide all required supplemental supports and attachments. Provide Structural Engineering certification validating size and location of all new support structure provided.

G. Governor: New. All Cars. Centrifugal-type, car and counterweight driven machine room mounted with pull-through jaws and bi-directional shutdown switches. Provide required bracketing and supports for attachment to building structure.

H. Emergency Brake: Shall be included with the new gearless machine.

5. HOISTWAY EQUIPMENT

A. Guide Rails: Retain main and counterweight guide rails in place.

1. Clean rails and brackets. Remove rust.
2. Check all rail and bracket fastenings and tighten.

B. Buffers, Car, and Counterweight: Retain existing.

1. Drain, flush, refill, paint and test.
2. Retrofit switch to limit elevator speed if buffer is compressed.

C. Sheaves, Deflector, Secondary & Compensating: New

D. Counterweight: Retain existing. Replace guides with applicable rollers to fit the design and clearances required.

E. Counterweight Guide Shoes: New. All Cars. Spring dampened roller guide shoes with oilless inserts.

F. Counterweight Guard: Metal guard in pit. *New

G. Governor Rope and Encoder Tape Tensioning Sheaves: Mount sheaves and support frame on pit floor or guide rail. Provide frame with guides or pivot point to enable free vertical movement and proper tension of rope and tape.

H. Hoist and Governor Ropes: New. All Cars.

1. Traction steel type as required by machine design. Fasten with staggered length, adjustable, spring isolated wedge type shackles.
2. Governor rope as required by governor manufacturer.

K. Electrical Wiring and Wiring Connections: New. All Cars.



1. Conductors and Connections: Copper throughout with individual wires coded and connections on identified studs or terminal blocks. Use no splices or similar connections in wiring except at terminal blocks, control compartments, or junction boxes. Provide a minimum of 10% spare conductors throughout. A minimum of ten #18 AWG wires shall be provided. Run spare wires from car connection points to individual elevator controllers in the machine room. Provide eight pairs of spare shielded communication wires in addition to those required to connect specified items. Tag spares in machine room.
2. Conduit: Painted or galvanized steel conduit, EMT, or duct. Flexible heavy-duty service cord may be used between fixed car wiring and car door switches for door protective devices.
3. Traveling Cables: Flame and moisture-resistant outer cover. Prevent traveling cable from rubbing or chafing against hoistway or equipment within hoistway. In addition to wires needed add a minimum of four shielded pairs for potential card readers.
4. Auxiliary Wiring: Connect fire alarm initiating devices, emergency two-way communication system, firefighters' phone, paging speaker.

L. Entrance Equipment: New. All Cars.

1. Door Hangers: Two-point hanger roller with neoprene roller surface and suspension with eccentric upthrust roller adjustment.
2. Door Tracks: Bar or formed, cold-drawn removable steel tracks with smooth roller contact surface.
3. Door Interlocks: Operable without retiring cam.
4. Door Closers: Spring activated spirator. Design and adjust to insure smooth, quiet mechanical close of doors.

M. Hoistway Door Unlocking Device: Provide unlocking device including new escutcheon in each hoistway door with sleeve to match new finish.

N. Hoistway Access Switches: Mount in wall or entrance frame side jamb at top and bottom floors. Provide switch with faceplate. Locate within easy reach to entrance so entrance can be guarded by one technician.

O. Floor Numbers: Stencil paint 4" high floor designations in contrasting color on inside face of hoistway doors or hoistway fascia in location visible from within car.

6. HOISTWAY ENTRANCES

A. Frames: Retain existing..

B. Frames: Provide floor designation/Braille plates, centered at 60" above finished floor, on both side jambs of all entrances. Provide plates at main egress landing with "Star" designation. For designated emergency car, provide "Star of Life" designation plates at height of 78" – 84" above finished floor on both side jambs at all floors. Braille indications shall be below floor designation.



- C. Door Panels: Retain. If doors are found to contain asbestos, it will be the elevator contractors responsibility to hire an approved vendor for safely making any alterations to the door that are needed to accommodate the new door equipment.
- D. Sills: Retain existing. Clean. Check and tighten all fastenings.
- E. Sill Supports: Retain existing. Check and tighten all fastenings.
- F. Fascia, Toe Guards and Hanger Covers: 14 gauge furniture steel with Contractor's standard finish
- G. Struts and Headers: Provide for vertical support of entrances and related material. Provide door open bumpers on entrances equipped with vertical struts.
- H. Finish of Doors: Retain.

7. CAR EQUIPMENT

- A. Frame: Retain Existing. Check and tighten all fastenings.
- B. Safety Device: Retain existing. Clean and lubricate all components. Test and verify that the safeties are in good working order.
- C. Platform: Retain existing Reinforce if required Check and tighten all fastenings
- D. Platform Toe Guard: Provide new extended platform apron to meet Code. Minimum 14 gauge steel reinforced and braced to car platform front with standard Contractor finish.
- E. Guide Shoes: New Elscos Model A roller guides.
- F. Finish Floor Covering: Selection to be made by owner.
- G. Sills: Retain existing. Clean full width. Check and tighten all fastenings.
- H. Doors: Retain
- I. Door Hangers: New. All Cars. Two-point hanger roller with neoprene roller surface and suspension with eccentric upthrust roller adjustment.
- J. Door Track: New. All Cars. Bar or formed, cold-drawn removable steel track with smooth roller contact surface.
- K. Door Header: New. All Cars. Construct of minimum 12 gauge steel, shape to provide stiffening flanges.



L. Door Clutch: New. All Cars. Heavy-duty clutch, linkage arms, drive blocks and pickup rollers or cams to provide positive, smooth, quiet door operation. Design clutch so car doors can be closed, while hoistway doors remain open.

M. Restricted Opening Device: New. All Cars. Restrict opening of car doors outside unlocking zone. Plunger type restrictors not acceptable.

N. Door Operator: New. All Cars. High speed, linear drive, heavy-duty door operator capable of opening doors at no less than 2.5 f.p.s. Accomplish reversal in no more than 2-1/2" of door movement. Provide solid-state door control with closed loop circuitry to constantly monitor and automatically adjust door operation based upon velocity, position, and motor current. Maintain consistent, smooth, and quiet door operation at all floors, regardless of door weight or varying air pressure. Provide closed loop operation, monitoring door speed, torque and closing force, at all times.

O. Door Control Device: All Cars.

1. Infrared Reopening Device: Black fully enclosed device with full screen infrared matrix or multiple beams extending vertically along leading edge of each door panel to minimum height of 7'-0" above finished floor. Device shall prevent doors from closing and reverse doors at normal opening speed if beams are obstructed while doors are closing, except during nudging operation. In event of device failure, provide for automatic shutdown of car at floor level with doors open. Panachrome device.

2. Nudging Operation: After beams of door control device are obstructed for a predetermined time interval (minimum 20.0 - 25.0 seconds), warning signal shall sound, and doors shall attempt to close with a maximum of 2.5 foot pounds kinetic energy. Activation of the door open button shall override nudging operation and reopen doors.

3. Interrupted Beam Time: When beams are interrupted during initial door opening, hold door open a minimum of 3.0 seconds. When beams are interrupted after the initial 3.0 second hold open time, reduce time doors remain open to an adjustable time of approximately 1.0 - 1.5 seconds after beams are reestablished.

4. Differential Door Time: Provide separately adjustable timers to vary time that doors remain open after stopping in response to calls.

1 Car Call: Hold open time adjustable between 3.0 and 5.0 seconds.

2 Hall Call: Hold open time adjustable between 5.0 and 8.0 seconds. Use hall call time when car responds to coincidental calls.

P. Car Operating Panel: All Cars.

1. One car operating panel with faceplates, consisting of a metal box containing vandal resistant operating fixtures, mounted behind the car stationary front return panels. Faceplates shall be hinged and constructed of stainless steel, satin finish.

2. Suitably identify floor buttons, alarm button, door open button, door close button and emergency push-to-call button with flat stainless tactile symbols recessed flush mounted. Configure plates per local building code accessibility standards including Braille. Locate operating controls no higher than 48" above the car floor; no lower than 35" for emergency push-to-call button and alarm button.

3. Provide minimum 3/4" diameter raised floor pushbuttons which illuminate to indicate call registration. Provide brushed stainless buttons with illuminated LED halo. Include 5/8" high floor designation on face of pushbutton.



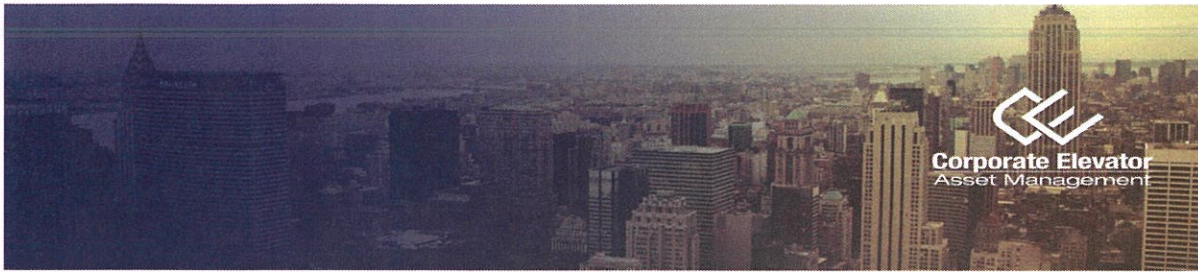
4. Provide alarm button to ring bell located on car, and sound distress signal at designated landing. Illuminate button when actuated.
5. Provide keyed stop switch at bottom of car operating panel in locked car service compartment. Arrange switch to sound main control panel distress signal when actuated. Mark device to indicate "run" and "stop" positions.
6. Provide "door open" button to stop and reopen doors or hold doors in open position.
7. Provide "door close" button to activate door close cycle. Cycle shall not begin until normal door dwell time for a car or hall call has expired, except firefighters' operation.
8. Provide firefighters' locked box with code required devices and illuminated fire hat jewel in car operating panel.
9. Provide firefighters' Phase II key switch with engraved instructions filled red. Include light jewel, buzzer, and call cancel button.
10. Provide lockable service compartment with recessed flush door. Door material and finish shall match car return panel or car operating panel faceplate. Inside surface of door shall contain an integral flush window for displaying the elevator operating permit.
11. Include the following controls in lockable service cabinet with function and operating positions identified by permanent signage or engraved legend:
 - a. Inspection switch.
 - b. Light switch.
 - c. Three-position exhaust blower switch.
 - d. Independent service switch.
 - e. Constant pressure test button for battery pack emergency lighting.
 - f. 120-volt, AC, GFCI protected electrical convenience outlet.
 - g. Card reader override switch.
 - h. Stop key switch.
 - i. Car lighting dimmer switch.

Q. Car Top Control Station: New. All Cars. Mount to provide safe access and utilization while standing in an upright position on car top. Locate car top stop switch within easy reach of landing entrance.

R. Work Light and Duplex Plug Receptacle: New. All Cars. GFCI protected outlet at top and bottom of car. Include on/off switch and lamp guard.

S. Communication System:

1. "Push to Call," two-way communication instrument in car with automatic dialing, tracking, and recall features with shielded wiring to car controller in machine room. Provide dialer with automatic rollover capability with minimum two numbers.
 - a. "Push to Call" button or adjacent light jewel shall illuminate and flash when call is acknowledged. Button shall match car operating panel pushbutton design. Provide uppercase "PUSH TO CALL" "HELP ON THE WAY" engraved signage adjacent to button to indicate when call is placed and when call is received. Coordinate signage with communications provider.
 - b. Provide "Push to Call" button tactile symbol, engraved signage, and Braille adjacent to button mounted integral with car front return panel.
2. Provide on-site two-way communication between car and emergency personnel.



8. CAR ENCLOSURE

A. Car Enclosure Passenger Elevators: NEW All. Car weight to be verified prior to removal of interior cab finishes and shell. Remove existing interior finishes and shell components, weigh, and document. Provide complete as specified herein. New cab weight including all new finishes to be verified following completion of modernization. Post modernization weight not to exceed code allowable limits. Provide the following features.

1. Include a \$10,000 allowance for updated cab interior finishes.
2. Car Door Panels: Reinforced minimum 16 gauge stainless steel satin finish. Same construction as hoistway door panels. Architectural metal cladding shall wrap around leading and trailing edge of panel and return a minimum of 1/2" on rear side of leading edge of panel.
3. Interior Wall Finish: DAP panels to be included, selection of laminate by owner.
4. Ventilation: Two-speed type OE exhaust blower mounted to car canopy on isolated rubber grommets. Exhaust blower shall meet requirements of Item 2.03, H. Ventilation shall shut off after adjustable period (60 – 180 seconds) of no elevator demand.
5. Lighting: Provide LED fixtures with wiring and hookup. Coordinate with emergency lighting requirements. Lighting shall shut off after adjustable period (60 – 180 seconds) of no elevator demand. Provide emergency lighting integral with portion of normal car lighting system.
6. Handrails: Minimum 1-1/4" diameter stainless steel tubular grab bar across rear wall.
7. Pads and Buttons or Hooks, Cars All: Three-piece removable pads. Two pads covering side walls and adjacent front returns and one covering rear wall. Provide cutouts to access main car operating panel.

B. Top of Car Guardrail: Provide car top railings where fall hazard exceeds 12". Install guardrails, necessary hardware and toe board to meet code requirements.

9. HALL CONTROL STATIONS

- A. Pushbuttons: Provide risers with surface mounted faceplates. Include pushbuttons for each direction of travel which illuminate to indicate call registration. Provide LED illumination. Include approved engraved message and pictorial representation prohibiting use of elevator during fire or other emergency situation as part of faceplate. Pushbutton design shall match car operating panel pushbuttons. Single riser at typical floors. Provide vandal resistant pushbutton and light assemblies. Provide enlarged faceplate to cover existing wall blockout and facilitate handicapped access requirements. Provide any cutting and patching required. Provide an illuminated signal marked "Elevator Emergency Power" to indicate emergency or standby power is in effect. Provide digital position indicator 1/2" to 3/4" high integral with hall button station at all floors except 1, (full fixture required at 1).

10. SIGNALS

A. Car Direction Lantern, Cars All: Provide flush-mounted car lantern in all car entrance columns. Illuminate up or down LED lights and sound electronic tone once for up and twice for down direction travel as doors open. Sound tone once for up direction and twice for down



direction. Sound level shall be adjustable from 0 - 80 dBA measured at 5'-0" in front of hall control station and 3'-0" off floor. Provide adjustable car door dwell time to comply with ADA requirements

relative to hall call notification time. Car direction lenses shall be arrow shaped with faceplates. Lenses shall be minimum 2-1/2" in their smallest dimension.

B. Car Position Indicator: digital indicator containing floor designations and direction arrows a minimum of 2" high to indicate floor served and direction of car travel. Locate fixture in each car operating panel. When a car leaves or passes a floor, illuminate indication representing position of car in hoistway. Illuminate proper direction arrow to indicate direction of travel. Provide vandal resistant indicator and light assemblies.

C. Hall Position Indicator with hall lanterns at primary floor, Cars All: Alpha-numeric digital indicator containing floor designations and direction arrows a minimum of 2" high to indicate floor served and direction of car travel.

D. Faceplate Material and Finish: Material to be selected by owner.

E. Floor Passing Voice annunciator: Provide an audible annunciator of no less than 20 decibels as the car passes or stops at a floor served.

11. GROUP DISPLAY AND MONITORING SYSTEMS

A. Firefighters' Control Panel (if required by code), Cars All. Locate in building fire control room. Fixture faceplate, stainless steel satin finish, including the following features:

1. Car position and direction indicator (digital readout or color LCD Flat Panel Display). Identify each position indicator with car number.
2. Indicator showing operating status of car.
3. Manual car standby power selection switches and power status indicators.
4. Two-position firefighters' emergency return switches and indicators with engraved instructions filled red.
5. Firefighters Control Panel shall be located as directed by Consultant/Owner. Where applicable, identify all indicators and manual switches with appropriate engraving. Provide conduit and wiring to control panel. Coordinate size and location with Building Console Supplier.

B. Firefighters' Key Box (if required by code): Flush-mounted box with lockable hinged cover. Engrave instructions for use on cover per Local Fire Authority requirements.

12. Maintenance Service and Warranty Maintenance Coverage

A. The following maintenance coverage shall apply:

1. Interim Maintenance:



- i Provide full maintenance services for two (2) geared traction elevators prior to the commencement of work, and during the work set forth in the modernization contract.
 - ii Interim maintenance shall be full service with 24 hour callback services. Only the overtime premium shall be the responsibility of the owner if approved.
 - iii Costs for interim maintenance shall be included in your total bid for the project.
 - 2. Maintenance (Post Modernization)
 - i Provide a full maintenance services contract for one year following the modernization of the elevators above. Date shall commence at the final acceptance of the second elevator.
 - ii The cost of the full maintenance service shall be included in the price and scope of the elevator modernization listed above.
 - B. Continuing Maintenance
 - 1. Please provide with your proposal a five year full maintenance contract to begin at the end of the one year maintenance/warranty period.
 - 2. Coverage is to include all regular time coverage for the two elevators being modernized in this project and shall only allow overtime premium to be charged if an elevator technician is needed after hours.
- 13. Sequencing and Scheduling
 - i Sequence: Work under this contract shall be completed in the following sequence. Elevator #5,#4, #3, #2, #1, #6. The work on the first elevator shall not commence until the elevator contractor has received 100% of all equipment for this elevator and approval has been given by the owner to commence work. The work for the following elevators shall commence two days after the previous car has been put into service passing all applicable tests.
 - ii Schedule: The elevator contractors must submit a schedule with bid indicating the time required from award of contract to completion:
 - 1 Execution of contract.
 - 2 Equipment fabrication and delivery to site or warehouse.
 - 3 Installation: testing and final acceptance of each elevator.



Elevators Escalators

9/13/2019

City of Detroit Building Authority (DBA)
1301 Third St, Ste 328
Detroit, MI 48226

Attn: Darryl Young, Project Manager

Re: DWSD – 735 Randolph Elevator Modernization
– Post Bid Clarification Best & Final Offer

KONE Inc.
Detroit
11864 Belden Ct
Livonia, MI 48150
Tel 734-513-6944 x210
Fax 734-513-6948
www.kone.com
ryan.gold@kone.com

KONE appreciates the opportunity to provide you with a modernization proposal for the six (6) elevators at 735 Randolph St in Detroit.

CLARIFICATIONS

- This cover letter only addresses changes from the “Post Bid Clarification Best & Final Offer” document.
 - o KONE’s original bid document dated 8/16/2019 contains all necessary bonds, affidavits, etc. required as part of this bid in addition to KONE’s other clarifications, enclosures and reference materials.
- No work by other trades is included as indicated by Trey Zackery and Darryl Young in two e-mails dated 9/11/2019 and 9/12/2019.
- Interim maintenance is included in KONE’s base price.
 - o KONE’s base price includes 12-months of interim maintenance. Additional interim maintenance, if needed, will be billed on a monthly basis of \$500.00/unit/month.
- The 12-month Free Service Period is included in KONE’s base price.
 - o KONE shall provide the 12-month Free Service Period as described in the elevator specification for the total of \$36,000.00.

ENCLOSURES

In addition to the bid documents identified in the RFP the following enclosures are included with this bid:

- E-mail confirming the project is not turn-key dated September 12, 2019.
- Maintenance Proposal for the six (6) gearless tractions elevators to be modernized.

PRICING

KONE’s total price for this project is:

- *One Million Nine Hundred Eighty-Nine Thousand Four Hundred Thirty-Five Dollars and 00/100 (\$1,989,435.00)*



Elevators Escalators

SCHEDULE (PRELIMINARY)

KONE's proposed schedule is based upon the sequence of work outlined in the Elevator Specification utilizing two 2-man crews:

Task Name	Duration	Start	Finish
Award	1 day	Tue 10/1/19	Tue 10/1/19
Surveys	2 wks	Wed 10/2/19	Tue 10/15/19
Engineering/Drafting	6 wks	Wed 10/16/19	Tue 11/26/19
Approval Drawings Issued	1 day	Wed 11/27/19	Wed 11/27/19
Drawing Review by Owner	2 wks	Thu 11/28/19	Wed 12/11/19
Drawings Revisions & Resubmittal	2 wks	Thu 12/12/19	Wed 12/25/19
Drawing Review by Owner	2 wks	Thu 12/26/19	Wed 1/8/20
Material Fabrication	18 wks	Thu 1/9/20	Wed 5/13/20
Modernize Elevator 05 - Crew 1	16.5 wks	Thu 5/14/20	Mon 9/7/20
Modernize Elevator 04 - Crew 1	16.5 wks	Mon 9/7/20	Wed 12/30/20
Modernize Elevator 03 - Crew 1	16.5 wks	Thu 12/31/20	Mon 4/26/21
Modernize Elevator 02 - Crew 2	16.5 wks	Thu 5/14/20	Mon 9/7/20
Modernize Elevator 01 - Crew 2	17.5 wks	Mon 9/7/20	Wed 1/6/21
Modernize Elevator 06 - Crew 2	16.5 wks	Thu 1/7/21	Mon 5/3/21



Elevators Escalators

MANDATORY ALTERNATES

Mandatory Alternate 01 – Single 2-Man Crew

- KONE will provide a single 2-man crew.
- A preliminary schedule with the reduced durations is provided below:

Task Name	Duration	Start	Finish
Award	1 day	Tue 10/1/19	Tue 10/1/19
Surveys	2 wks	Wed 10/2/19	Tue 10/15/19
Engineering/Drafting	6 wks	Wed 10/16/19	Tue 11/26/19
Approval Drawings Issued	1 day	Wed 11/27/19	Wed 11/27/19
Drawing Review by Owner	2 wks	Thu 11/28/19	Wed 12/11/19
Drawings Revisions & Resubmittal	2 wks	Thu 12/12/19	Wed 12/25/19
Drawing Review by Owner	2 wks	Thu 12/26/19	Wed 1/8/20
Material Fabrication	18 wks	Thu 1/9/20	Wed 5/13/20
Modernize Elevator 05	16.5 wks	Thu 5/14/20	Mon 9/7/20
Modernize Elevator 04	16.5 wks	Mon 9/7/20	Wed 12/30/20
Modernize Elevator 03	16.5 wks	Thu 12/31/20	Mon 4/26/21
Modernize Elevator 02	16.5 wks	Mon 4/26/21	Wed 8/18/21
Modernize Elevator 01	17.5 wks	Thu 8/19/21	Mon 12/20/21
Modernize Elevator 06	16.5 wks	Mon 12/20/21	Wed 4/13/22

- o DEDUCT \$24,635.00 from base bid.

Please do not hesitate to contact me if you have any questions, comments or concerns at 734-417-2652 or ryan.gold@kone.com.

Thank you,

Ryan Gold
Sales Executive
Enclosures

EXHIBIT B

CONTRACTOR'S PROPOSAL

[SEE ATTACHED HERETO]



**POST BID CLARIFICATION
BEST & FINAL OFFER**

SEPTEMBER 11, 2019

**REQUEST FOR PROPOSALS
FOR
CONSTRUCTION SERVICES
FOR THE
ELEVATOR MODERNIZATION
AT
735 RANDOLPH
DETROIT, MI 48226
FOR THE
CITY OF DETROIT
WATER AND SEWERAGE DEPARTMENT
(DBA #84-0001)**

CONTRACT ADMINISTERED BY:

DETROIT BUILDING AUTHORITY

Darryl P. Young
Project Manager
1300 Third Street, Suite 328
Detroit, MI 48226
PH: 313.224.2912
FAX: 313.224.4998
E-MAIL: youngda@detroitmi.gov

**CITY OF DETROIT
DETROIT BUILDING AUTHORITY**

SEPTEMBER 11, 2019

**REQUEST FOR PROPOSALS
FOR
CONSTRUCTION SERVICES
FOR THE
ELEVATOR MODERNIZATION
AT
735 RANDOLPH
DETROIT, MI 48226
FOR THE
CITY OF DETROIT
WATER AND SEWERAGE DEPARTMENT
(DBA #84-0001)**

**POST BID CLARIFICATION
BEST & FINAL OFFER**

The Detroit Building Authority and Detroit Water and Sewerage Department are requesting your best and final offer for the Elevator Modernization RFP.

- **DUE DATE:** All proposals are due no later than **12:00 PM, Friday, September 13, 2019** at the Detroit Building Authority, 1301 Third Street, Suite 328, Detroit, MI 48226. Responses can be submitted via email to youngda@detroitmi.gov however, sealed bids are encouraged.

This Post Bid Clarification Best & Final Offer is being made available to the following Respondent(s):

- ThyssenKrupp
- Kone

PROPOSAL OUTLINE

1. The bidder shall provide the following specific scope requirements:
 - a. The elevator contractor shall furnish all labor, equipment, tools, etc. to manufacture and deliver the specified modernizations to the six elevators referenced in the specifications. The existing elevators consist of five (5) 2000lb capacity geared traction passenger elevators; and one (1) 2000lb geared traction passenger/service elevators.

*Not required
per Tom Zachary
and Darryl Young*

- b. The elevator contractor shall also contract all independent subcontractors to bring site conditions up to current mandated state codes to include electrical services, lighting, HVAC and any others that may be required.
 - c. All work to modernize the elevators shall be compliant with the local jurisdictions code requirements.
 - d. All related equipment shall be constructed and installed to produce a quality modernization project resulting in smooth, quiet, and efficient operation.
 - e. All electric circuits and related parts shall be of proper size and material to avoid any effects which may reduce efficiency of net useful like of any/all components.
 - f. The consultant, at their discretion, may entertain a variation from the requirement of the specifications to allow the use of the contractor's standard equipment provided that the equipment meets the intended use and full intent of these specifications.
 - g. All components installed in the elevator system must be manufactured and distributed for the use of the vertical transportation industry.
 - h. Each component shall conform to the design and construction standards and shall be rated the best commercial grade and suitable for the application.
 - i. All equipment to be installed must come with a manufacturer's warranty.
 - j. It is understood by the contractor that the entire system shall be designed, fabricated, and/or modified to meet all applicable codes and code authority approval.
 - k. It shall be understood that any incidental work necessary to complete the project is also covered by the specifications, bidders are cautioned to familiarize themselves with the existing jobsite conditions.
 - l. All bidders must report any and all discrepancies or ambiguities occurring in the specifications to the consultant for resolution prior to bid due date.
2. The cost of the permits are the responsibility of the contractor and therefore shall be included in this proposal.
 3. Maintenance Service and Warranty Maintenance Coverage:
 - a. Interim Maintenance:
 - i. Provide full maintenance services for two (2) geared traction elevators prior to commencement of the work and during the work set forth in the modernization contract.
 - ii. Interim maintenance shall be full service with 24 hr callback services.
 - iii. Cost for Interim Maintenance shall be included in the proposal.
 - b. Warranty Maintenance:
 - i. Provide a full maintenance services contract for one year following the modernization of the elevators above. Date shall commence at the final acceptance of the second elevator.

- ii. Cost of the full maintenance service shall be included in the proposal for the elevator modernization.
4. Continued Maintenance:
 - a. Please submit a proposal for a five (5) year full maintenance contract to begin at the end of the one year maintenance/warranty period.
 - b. Coverage shall include all straight time coverage for the two elevators mentioned in this section that will be modernized in this project.
5. All terms and conditions outlined in the original RFQ/P shall remain enforced.
6. Schedule:
 - a. It is further clarified that the initial expectation for the elevator modernization is that two crews would be working on the project concurrently. Consider this as the Base Scope of Services.
 - b. **ALTERNATE PRICING:** Submit a Deduct to decrease the crew size to one single two man crew.
7. To further clarify the scope of this Best and Final Offer RFP, the DBA is specifically requesting proposals for the Elevator Modernizations with construction schedules that accurately indicate the lead-time for materials and installation duration of the Work.

**CITY OF DETROIT
DETROIT BUILDING AUTHORITY**

SEPTEMBER 11, 2019

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735 RANDOLPH
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**POST BID CLARIFICATION
BEST & FINAL OFFER**

Respondent:

KONE, Inc.

PROPOSAL

Pursuant to and in compliance with the mandatory pre-submittal conference held at 9:00 a.m., August 1, 2019; the elevator consultant's scope clarifications emailed on August 8, 2019; post proposal interviews, the undersigned agrees to enter into an agreement with the Detroit Building Authority to complete the work of the **Elevator Modernization Project** without delay.

The undersigned agrees to the price for the Elevator Modernizations for the Detroit Water and Sewerage Department for the total lump sum amount:

One Million Nine Hundred Eighty-Nine Thousand Four Hundred Thirty-Five dollars
(words)

\$ 1,989,435.⁰⁰
(figures)

BREAKDOWN OF PRICES

Provide the following pricing breakdown of your lump sum quotation. The sum of the breakdowns shall equal the lump sum quotation above:

Description	Sub-Totals
A. Complete Modernization of five (5) Passenger Elevators and one (1) Passenger/Service Elevator	\$1,911,435.00
B. Interim Maintenance	+ 42,000.00 * see cover letter
C. Post Modernization Maintenance	+ 36,000.00 + see cover letter
TOTAL COST	\$1,989,435.00

STARTING AND COMPLETING WORK

The undersigned Bidder declares, promises, and certifies that if awarded the contract, Bidder is prepared to mobilize and commence the Work at the Project Area upon the receipt of a Notice to Proceed from the DBA and to substantially complete the Work [Bidder is to propose number of days] within:

1 calendar days for Site Assessment.

126 calendar days for Fabrication.

353 calendar days for Installation.

550 Total calendar days. Duration in words: Five Hundred Fifty calendar days. * see cover letter *

D. BID SECURITY AND PERFORMANCE & PAYMENT BONDS

The Bidder hereby agrees to furnish Performance and Payment Bonds each equal to 100% of the amount of the Base Bid. The cost of these bonds shall be included in the submitted unit prices included in this Bid.

ALTERNATE PRICE:

Deduct to utilize one (1) two man crew in lieu of the specified two (2) two man crew to expedite the installation:

Deduct \$ 24,635.00 (figures)

Deduct Twenty-Four Thousand Six Hundred Thirty-Five Dollars (words)

The signature above certifies that the signing individual is legally authorized to execute this Response on behalf of the Respondent

CONTACT NAME: Ryan Gold
(Please Print)

FIRM NAME: KONE, Inc.

DUNN & BRADSTREET NUMBER (DUNS #): 5262308

ADDRESS: 11064 Belden Ct, Livonia, MI 48150

TELEPHONE: 734-513-6944

FAX: 734-513-6948 E-MAIL ADDRESS: ryan.gold@kone.com

DATE: 9/13/2019

The undersigned agrees that the line item prices includes all applicable freight and other miscellaneous charges and the complete cost of revisions, in accordance with addenda issued during the bidding period. The undersigned affirms that the lump sum price includes the cost of all insurance required by the contract documents and by federal, state or local governments.

END OF POST BID CLARIFICATION BEST & FINAL OFFER

From: [Darryl Young](#)
To: [Trey Zackery](#); [Gold Ryan](#)
Cc: [Leo.Williams@thyssenkrupp.com](#); [mark.lucas2@thyseenkrupp.com](#); [Ericka Meah](#); [Tyrone Clifton](#)
Subject: RE: ELEVATOR MODERNIZATION RFP BEST AND FINAL OFFER
Date: Thursday, September 12, 2019 12:20:08 PM

Ryan,

The turn-key requirement was specifically addressed at the pre-submittal meeting held at DWSD Water Board building. As Trey Zackery noted below, that isn't required for this RFP.

Thanks,

Darryl P. Young

Detroit Building Authority

Michael E. Duggan, Mayor

From: Trey Zackery [mailto:tzackery@ceassetmanagement.com]
Sent: Wednesday, September 11, 2019 3:34 PM
To: Gold Ryan
Cc: Darryl Young; [Leo.Williams@thyssenkrupp.com](#); [mark.lucas2@thyseenkrupp.com](#); [Ericka Meah](#); [Tyrone Clifton](#)
Subject: Re: ELEVATOR MODERNIZATION RFP BEST AND FINAL OFFER

No it isn't please disregard, or clarify in final submission. Thanks!

Trey

Sent from my iPhone

On Sep 11, 2019, at 3:11 PM, Gold Ryan <Ryan.Gold@kone.com> wrote:

Darryl,

<image001.png>

Providing a turn-key modernization was not part of the original bid's scope of work. Is this required now?

Thank you,

Ryan Gold

Sales Executive – Modernization

KONE - Detroit
11864 Belden Ct

Livonia, MI 48150
Office 734-513-6944 x12233
Mobile 734-417-2652
E-mail ryan.gold@kone.com
www.kone.com

From: Darryl Young <youngda@detroitmi.gov>
Sent: Wednesday, September 11, 2019 11:50 AM
To: Leo.Williams@thyssenkrupp.com; mark.lucas2@thyssenkrupp.com; Gold Ryan <Ryan.Gold@KONE.com>
Cc: Ericka Meah <Ericka.Meah-Williams@detroitmi.gov>; Trey Zackery - Corporate Elevator Asset Management <tzackery@ceassetmanagement.com>; Tyrone Clifton <tclifton@detroitmi.gov>
Subject: ELEVATOR MODERNIZATION RFP BEST AND FINAL OFFER

To All,

Please find attached a copy of the ELEVATOR MODERNIZATION RFP BEST AND FINAL OFFER (B.A.F.O.) proposal form.

The deadline for this submittal is **NO LATER THAN FRIDAY, SEPTEMBER 13, 2019 AT 12PM.**

Thanks,

Darryl P. Young
Project Manager
Detroit Building Authority
1301 Third Street, Suite 328
Detroit, MI 48226
Tel: 313-224-2912
Fax: 313-224-4998
Email: youngda@detroitmi.gov

Michael E. Duggan, Mayor



Elevators Escalators

8/16/2019

City of Detroit Building Authority (DBA)
1301 Third St, Ste 328
Detroit, MI 48226

Attn: Darryl Young, Project Manager

Re: DWSD – 735 Randolph Elevator Modernization

KONE Inc.
Detroit
11864 Belden Ct
Livonia, MI 48150
Tel 734-513-6944 x210
Fax 734-513-6948
www.kone.com
ryan.gold@kone.com

KONE appreciates the opportunity to provide you with a modernization proposal for the six (6) elevators at 735 Randolph St in Detroit.

CLARIFICATIONS

- KONE's bid is based upon establishing mutually agreeable terms and conditions.
 - o Bid Attachments A & B are attached and included as part of this bid.
- No work by other trades is included.
- All piping and wiring from the Main Line Disconnect and 110V Disconnect to the elevator controller(s) is to be by others.
- Emergency Power provisions for all six elevators is included. This bid assumes one elevator in the group will work on emergency power. Automatic Transfer Switch is not included.
- This bid includes all clarifications provided by CE Asset Management via e-mail dated August 8, 2020.
- Interim Dispatching is not included.
 - o A voluntary alternate is provided
- KONE will not comply with Executive Order 2014-5.
- KONE's modernization team will utilize a Detroit resident to guarantee a minimum of 50% 'bona-fide Detroit resident' participation in this project to comply with Executive Orders 2014-4 and 2016-5 to the best of our ability.
- Interim maintenance is not included in KONE's base price.
 - o KONE will provide interim maintenance on the six (6) elevators being modernized as described in the elevator specification for the monthly rate of \$3,900.00 (\$650.00 per unit).
- The 12-month Free Service Period is not included in KONE's base price.
 - o KONE will provide the 12-month Free Service Period as described in the elevator specification for the total of \$36,000.00.
- Section 8 of the Request for Proposals (RFP) lists Exhibits D and M as required documents to submit with the bid – however – these Exhibits are missing from the RFP and therefore excluded from KONE's bid.

ENCLOSURES

In addition to the bid documents identified in the RFP the following enclosures are included with this bid:

- Bid Bond
- Maintenance Proposal
 - o To commence upon completion of modernization project's 12-month free service period.
- Prequalification Package
- CE Asset Management clarification response e-mail dated August 8, 2019



Elevators Escalators

PRICING

KONE's total price for this project is:

- Two Million Ninety-Six Thousand Two Hundred Ninety Dollars and 00/100 (\$2,096,290.00)

SCHEDULE (PRELIMINARY)

KONE's proposed schedule is based upon the sequence of work outlined in the Elevator Specification utilizing a single 2-man crew:

Task Name	Duration	Start	Finish
Award	1 day	Sun 9/1/19	Sun 9/1/19
Surveys	2 wks	Mon 9/2/19	Fri 9/13/19
Engineering/Drafting	6 wks	Mon 9/16/19	Fri 10/25/19
Approval Drawings Issued	1 day	Mon 10/28/19	Mon 10/28/19
Drawing Review by Owner	2 wks	Tue 10/29/19	Mon 11/11/19
Drawings Revisions & Resubmittal	2 wks	Tue 11/12/19	Mon 11/25/19
Drawing Review by Owner	2 wks	Tue 11/26/19	Mon 12/9/19
Material Fabrication	18 wks	Tue 12/10/19	Mon 4/13/20
Modernize Elevator 05	17 wks	Tue 4/14/20	Mon 8/10/20
Modernize Elevator 04	17 wks	Tue 8/11/20	Mon 12/7/20
Modernize Elevator 03	17 wks	Tue 12/8/20	Mon 4/5/21
Modernize Elevator 02	17 wks	Tue 4/6/21	Mon 8/2/21
Modernize Elevator 01	18 wks	Tue 8/3/21	Mon 12/6/21
Modernize Elevator 06	17 wks	Tue 12/7/21	Mon 4/4/22

VOLUNTARY ALTERNATES

Voluntary Alternate 01 – Interim Dispatching

- KONE will provide its MDE-3000 interim group dispatching controller to allow for modernized elevators and legacy elevators to respond to hall calls as one group.
- Without this group dispatching controller the modernized elevators and legacy elevators will run off of separate hall station risers which will result in two (2) separate groups of elevators in the same lobby.
- This voluntary alternate will add two (2) weeks to the project duration.
 - o ADD \$29,690.00 to base bid.

Voluntary Alternate 02 – Two 2-Man Crews

- KONE will provide two 2-man crews to reduce the overall duration of the project to under 450 days.
- A preliminary schedule with the reduced durations is provided below:



Elevators Escalators

Task Name	Duration	Start	Finish
Award	1 day	Sun 9/1/19	Sun 9/1/19
Surveys	2 wks	Mon 9/2/19	Fri 9/13/19
Engineering/Drafting	6 wks	Mon 9/16/19	Fri 10/25/19
Approval Drawings Issued	1 day	Mon 10/28/19	Mon 10/28/19
Drawing Review by Owner	2 wks	Tue 10/29/19	Mon 11/11/19
Drawings Revisions & Resubmittal	2 wks	Tue 11/12/19	Mon 11/25/19
Drawing Review by Owner	2 wks	Tue 11/26/19	Mon 12/9/19
Material Fabrication	18 wks	Tue 12/10/19	Mon 4/13/20
Modernize Elevator 05 - Crew 1	17 wks	Tue 4/14/20	Mon 8/10/20
Modernize Elevator 04 - Crew 1	17 wks	Tue 8/11/20	Mon 12/7/20
Modernize Elevator 03 - Crew 1	17 wks	Tue 12/8/20	Mon 4/5/21
Modernize Elevator 02 - Crew 2	17 wks	Tue 4/14/20	Mon 8/10/20
Modernize Elevator 01 - Crew 2	18 wks	Tue 8/11/20	Mon 12/14/20
Modernize Elevator 06 - Crew 2	17 wks	Tue 12/15/20	Mon 4/12/21

- ADD \$112,290.00 to base bid.

Please do not hesitate to contact me if you have any questions, comments or concerns at 734-417-2652 or ryan.gold@kone.com.

Thank you,

Ryan Gold
Sales Executive
Enclosures

SECTION 6A – STATEMENT OF QUALIFICATIONS FORM
(ENVELOPE NO. 1 QUALIFICATIONS)

The Proposing Entity voluntarily submits the following information to confirm and verify the Proposing Entity's qualifications, experience, capacity and ability to provide the full and comprehensive CM Services contemplated and identified in this RFQ/P relative the construction and turnover of the completed Project.

The Proposing Entity is invited to attach to this form additional relevant (non-sales) evidence of qualifications, experience, capacity, or ability to provide the CM Services, including references the Proposing Entity deems appropriate. The DBA requests that such additional information be reasonable in quantity and presentation.

- a) Provide information for at least THREE and not more than SIX similar projects completed within the last 5 years costing at least \$2,000,000.00, which included the provision of coordination of multiple consultants and contractors. Select projects where multiple team members worked together, if possible, that demonstrates the team's capability to perform work similar to that required for this Project. The Project Description for each project should describe the relevance to this Project, including special features such as: public safety institutions and adaptive re-use renovations. Indicate if the project was LEED certified and the level of certification if applicable.

A-1) Project Name Little Caesar's Annex
Location Detroit, MI
Project Owner Olympic Development
Owner Contact: _____ phone _____ email _____
Architect of Record Hellmuth, Obata, & Kassabaum Inc.
Project Description Install 3 escalators and 26 Elevators and 3 LULAs
Gross Project Area (sf) _____
Construction Cost / Contract Value \$ > \$2,000,000
Date of Construction Substantial Completion September 2017
LEED Certification N/A Level of Certification _____

A-2) Project Name Botsford Hospital
Location Farmington Hills, MI
Project Owner Botsford General Hospital
Owner Contact: _____ phone _____ email _____
Architect of Record HKS Architects
Project Description Install 8 Elevators
Gross Project Area (sf) _____
Construction Cost / Contract Value \$ > \$2,000,000

Date of Construction Substantial Completion May 2019

LEED Certification N/A Level of Certification _____

A-3) Project Name Theodore Levin US Courthouse

Location Detroit, MI

Project Owner GSA

Owner Contact: _____ phone _____ email _____

Architect of Record EYP Architecture & Engineering, Inc.

Project Description Install 10 Elevators

Gross Project Area (sf) _____

Construction Cost / Contract Value \$ 7,200,000

Date of Construction Substantial Completion Aug 2019

LEED Certification N/A Level of Certification _____

- b) The Proposing Entity proposes and commits to assign the following individuals to the Key Personnel Positions indicated below for the duration of this Project' (Provide hourly billing rates for each position which include all wages, fringe benefits, bonuses, taxes and insurance, administrative costs, vehicle allowances, corporate overheads and CM fees). Provide a matrix that graphically depicts which Key Personnel worked on the projects listed in section a. The matrix must include the name and role that the person performed on the identified project.

Project Executive (compensation is included in CM fee) N/A

Project Manager Ryan Gold

Project Engineer N/A

Project Estimator / Procurement Ryan Gold

Project Superintendent Brian Bailey

Assistant Project Superintendent N/A

Project Accountant N/A

Document Control N/A

Compensation for all positions above the Project Manager shall be included in the CM Fee.

- c) Provide the following information:

Corporate Organization Chart (attach)

Surety / Bonding Company Aon Surety

Current Experience Modification Rating: 0.85

Scheduling Program Formats N/A

Project Cost Tracking System N/A

Sample of the following proposed document to be used by the CM in Bid Packaging

- Proposed Subcontract Agreement
- Proposed General Terms & Conditions
- Proposed Start-up and Close-out Procedures
- RFI and Submittal tracking procedures
- Project Website (Optional)
- Safety Record – DART and Lost time incident rate

SECTION 6B – PROPOSAL FORM

**REQUEST FOR PROPOSALS
FOR
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FOR THE
ELEVATOR MODERNIZATION
735 RANDOLPH
DETROIT, MI 48226
FOR THE
CITY OF DETROIT
WATER AND SEWERAGE DEPARTMENT
DETROIT, MI 48219
(DBA #84-0001)**

DWSD – Capital Improvements

NAME OF PROPOSING ENTITY: KONE Inc.

PROPOSING ENTITY ADDRESS: 11864 Belden Ct.

DUNN & BRADSTREET NUMBER (DUNS #): 005262308

CONTACT NAME: Ryan Gold

TELEPHONE: 734-513-6944

FAX: 734-513-6948 E-MAIL ADDRESS: ryangold@kone.com

DATE: 8/15/2019

This Proposal is hereby submitted to the DETROIT BUILDING AUTHORITY (herein referred to as "the DBA") located at the Detroit Public Safety Headquarters, 1301 Third Street, Suite 328, Detroit, MI 48226.

A. BID

The Undersigned, being duly authorized to execute this Bid on behalf of the Bidder, hereby tenders this Bid via the online procurement system, BidSync.

B. BASE BID AMOUNTS

The Bidder, having examined the BID SOLICITATION DOCUMENTS and physically inspected the Project Area, and being knowledgeable and familiar with the local labor and economic market conditions, the existing site conditions, and the governing code, regulations and industry standards, hereby proposes to furnish all labor, materials, tools, and equipment including all necessary and incidental supervision, administration, permits, fees, inspections, notifications, services, applicable taxes, insurance, worker protections and public safety protections for the full and complete Work in strict conformance and as set forth in the Bid Documents for the **Total Base Bid Amount** of:

\$ 2,096,290.-- Sum in words: Two Million Ninety-Six
Thousand Two Hundred Ninety and 00/100 /100 dollars.

C. STARTING AND COMPLETING WORK

The undersigned Bidder declares, promises, and certifies that if awarded the contract, Bidder is prepared to mobilize and commence the Work at the Project Area upon the receipt of a Notice to Proceed from the DBA and to substantially complete the Work [Bidder is to propose number of days] within:

700 calendar days. Duration in words: Seven Hundred calendar days.

D. BID SECURITY AND PERFORMANCE & PAYMENT BONDS

The Bidder hereby agrees to furnish Performance and Payment Bonds each equal to 100% of the amount of the Base Bid. The cost of these bonds shall be included in the submitted unit prices included in this Bid.

E. ADDENDA

The Bidder acknowledges receipt of the following Addenda, which specify revisions to the BID SOLICITATION DOCUMENTS, and states that the costs, if any, of such revisions have been included in the Base Bid and other prices quoted herein:

Addendum N/A dated _____

Addendum _____ dated _____

Addendum _____ dated _____

G. PLAN OF WORK

In demonstration of Bidder's commitment to complete the Work in the timeframe indicated in Section B above, the Bidder certifies the following information related to the Bidder's work plan:

H. SUB-CONTRACTORS, VENDORS, SUPPLIERS

Bidder proposes to utilize the following entities (subcontractors) in connection with the performance and/or completion of the Work. The Bidder acknowledges the DBA's right to reject any or all of the proposed subcontractors for reasonable cause which may include failure to comply from any City of Detroit ordinances or regulations, or to obtain required clearances from the City Departments. [Detroit Headquartered Business (DHB), Detroit Based Business (DBB), Minority Business Enterprise (MBE), Woman-owned Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE)]

1. Proposed subcontractor: N/A

Type of Work: _____

Subcontract Dollar Value: \$ _____

Business Classification (Circle All That Apply) DHB DBB MBE WBE DBE

2. Proposed subcontractor N/A
Type of Work: _____
Subcontract Dollar Value: \$ _____
Business Classification (Circle All That Apply) DHB DBB MBE WBE DBE
3. Proposed subcontractor N/A
Type of Work: _____
Subcontract Dollar Value: \$ _____
Business Classification (Circle All That Apply) DHB DBB MBE WBE DBE
4. Proposed subcontractor N/A
Type of Work: _____
Subcontract Dollar Value: \$ _____
Business Classification (Circle All That Apply) DHB DBB MBE WBE DBE
5. Proposed subcontractor N/A
Type of Work: _____
Subcontract Dollar Value: \$ _____
Business Classification (Circle All That Apply) DHB DBB MBE WBE DBE

I. JOINT VENTURE (For a Joint Venture Bidder Only)

The Bidder agrees to submit to the DBA, as a condition precedent prior to the receipt and execution of a Contract Agreement, a complete unaltered copy of the Joint Venture Agreement entered into by the Joint Venture Partners. The Bidder understands that the Joint Venture Agreement form and content is subject to the sole approval of the DBA.

J. WITHDRAWAL OF BID

The Bidder affirms and agrees that as a default provision of the Bid Bond this Bid shall remain firm and will not be withdrawn for a period of not less than ninety (120) days from the Bid Due Date unless otherwise stated in the Invitation or Instruction to Bidders.

K. START OF WORK

The Bidder agrees to start Work preparations **immediately upon receipt of a Notice to Proceed.**

L. REJECTION OF BIDS

The Bidder acknowledges and accepts the DBA's right to waive, in its best interest, any informality, abnormality, or irregularity in the BID SOLICITATION process and to reject any or all Bids in whole or in part.

M. EQUAL OPPORTUNITY REQUIREMENTS

The Undersigned acknowledges and confirms that Bidder will comply with all equal opportunity and labor requirements described in Section IV, Subsection H-6, Equal Opportunity and Anti-Discrimination Practices, which includes:

Compliance with Fair Employment Laws (Detroit Fair Employment Practices Ordinance 303-H). The Bidder shall comply with the United States Constitution and all federal, state and local laws, rules and regulations governing fair employment practices and equal employment opportunity.

The Bidder shall within 24 hours upon request from the DBA submit the following information to the DBA:

- A copy of the firm's equal employment opportunity policy, as officially adopted. This may be a statement on company letterhead and signed by an official, indicating that the firm does not discriminate in its employment practices and takes affirmative action to recruit and hire minority persons as required by Section 2-7-3 of Ordinance 303-H.
- A statement on company letterhead that no Subcontractor will start the Work on the Project until it has been cleared by the City of Detroit Civil Rights and Inclusion Opportunity Department relative to Ordinance 303-H.
- A copy of the firm's Affirmative Action Plan.

N. BID SECURITY

The Bidder includes herewith a Bid Bond for the amount stipulated in Section I in the form of AIA Document A310.

O. BIDDER'S EXPERIENCE

The Undersigned certifies, represents and declares that Bidder is familiar with and has prior experience as the primary Contractor on similar Projects with the type, scope and contract value of Work required by this BID SOLICITATION and that Bidder has the necessary finances, cash flows, trade personnel, working organization, expert supervision, and equipment immediately available and capable of mobilizing to the Work site as required and in accordance with the timing set forth in the Contract Documents.

The Bidder offers the following example project(s) as evidence of prior experience in satisfactorily performing and completing demolition and asbestos abatement projects with similar scopes of Work specified in the BID SOLICITATION DOCUMENTS (specify location, value, owner, telephone no., and project scope; attach additional sheets if necessary):

1. KONE is not a demolition or asbestos abatement company.
For reference projects refer to Section 6A.
2. _____
3. _____

4.

P. BIDDER NOT IN ARREARS

The Undersigned certifies that, as of the date of this Bid, Bidder is not in arrears to the City of Detroit for any debts whatsoever (including but not limited to back taxes) as provided for in Sec. 21-3-15, City Code (Ordinance No. 52H). Further, the Undersigned certifies that the Bidder has not defaulted in any other contract with the City of Detroit or the DBA.

Q. The Proposing Entity proposes and commits to assign the following individuals to the Key Personnel Positions indicated below for the duration of this Project' (Provide hourly billing rates for each position which include all wages, fringe benefits, bonuses, taxes and insurance, administrative costs, vehicle allowances, corporate overheads and CM fees). Provide a matrix that graphically depicts which Key Personnel worked on the projects listed in Section O. The matrix must include the name and role that the person performed on the identified project.

The Undersigned hereby tenders this Bid on this 19 day of August, 2019 to the Detroit Building Authority on behalf of:

BIDDER:

Ryan Gold
(Please Print Full Legal Name)

Sales Executive
Title

[Signature]
Signature

ADDRESS (headquarters):

One KONE Ct
(Number and Street)
Moline IL 61265
(City) (State) (Zip Code)

FEDERAL TAX IDENTIFICATION NO.: 36-2357423

CHECK ONE:

CORPORATION, incorporated under the laws of the State of _____

PARTNERSHIP (Please List Partners)

JOINT VENTURE (Please List Partners)

LIMITED LIABILITY COMPANY (List Managing Members)

The Bidder is not licensed to perform the Work in the State of Michigan

BY SIGNING THIS BID THE ABOVE NAMED INDIVIDUAL CERTIFIES THAT HE (SHE) IS AN OFFICER OR AGENT OF THE BIDDER DULY AUTHORIZED TO EXTEND AND COMMIT THE BIDDER TO THE CONDITIONS AND TERMS OF THIS BID.

SECTION 6C – BUSINESS INFORMATION QUESTIONNAIRE
(ENVELOPE NO. 1 QUALIFICATIONS)

Failure to complete this form may result in your Proposal being deemed nonresponsive and rejected without any further evaluation.

LEGAL NAME OF PROPOSING ENTITY KONE Inc.
PRINCIPAL OFFICE ADDRESS One KONE Ct, Moline, IL 61205
PRIMARY CONTACT Ryan Gold PHONE NO 734-513-6444 EMAIL ryan.gold@kone.com
WEB SITE kone.us

FORM OF OWNERSHIP (Check One)

Corporation LLC () Joint Venture ()

State of Incorporation/Registration Delaware

Date of Incorporation/Registration 12/31/1996

Limited Partnership () General Partnership () Individual ()

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS AND OWNERS

Name / Title	Name / Title
<u>Larry Wash President & CEO</u>	<u>Jay Dicks SUP</u>
<u>Kenneth Schmid SUP Finance, CFO</u>	<u>Danilo Eliz SUP</u>
<u>Jeff Blum SUP</u>	<u>Aaron Ites SUP</u>

LIST OF CORPORATE DIRECTORS

Name	Principal Business Affiliation (Other Than Proposing Entity)
<u>Larry Wash</u>	<u>KONE</u>
<u>Kenneth Schmid</u>	<u>KONE</u>
_____	_____
_____	_____

ADDITIONAL INFORMATION REQUIRED BY THE DBA

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

Name / Address	Name / Address
<u>N/A</u>	_____
_____	_____

SECTION 6 C – BUSINESS INFORMATION QUESTIONNAIRE Page 2 of 2

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST:

Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the Detroit Building Authority, or with any of its board members or officers.

NIA

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

A++

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

KONE Inc.
(Name of Proposing Business)

By [Signature] 8/15/19
(Signature) Date

Sales Executive
(Title)

EXHIBIT B

NON-COLLUSION AFFIDAVIT OF PROPOSER

DETROIT BUILDING AUTHORITY – ~~DPD EIGHTH POLICE PRECINCT ANNEX RENOVATIONS~~

DWSD: 735 Randolph Elevator Modernization

State of Michigan

Ss

County of Lapeer

Being first duly sworn, deposes and says that:

1. She or he is

Ryan Gold

(owner, member, partner, officer, representative, or agent)

Sales Executive of, the proposer that has submitted the attached proposal.

- 2. She or he is fully informed respecting the preparation and contents of the attached Qualifications and Proposal and of all pertinent circumstances respecting such Proposal;
- 3. Such bid is genuine and is not a collusive or sham Proposal;
- 4. Neither the said Proposer nor any of its officers, members, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, or conspired, directly or indirectly, or sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the DBA, the City of Detroit or any person interested in the proposed contract; and,
- 5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, members, partners or parties in interest, including this affiant.

RGold

(Signed)

Sales Executive

(Title)

Subscribed and sworn to before me this 18 day of Aug, 2019

My Commission Expires: 11/11/2024

Kevin Strasser
Name / Title

witnessed by _____

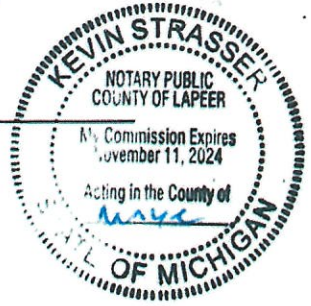


EXHIBIT C

Equalization Credit Statement (Effective March 1, 2019)

The City of Detroit through its Office of Contracting and Procurement and its department of Civil Rights, Inclusion & Opportunity where applicable and allowed by law that all certified businesses will receive equalization credits and competitive advantages for procurement and contracting bidding opportunities with the City of Detroit.

Under Section 18-5-12 of the Detroit City Municipal Code, vendors qualify for equalization credits if they have been certified as a Detroit Based (D-BB) or Detroit Resident Business (D-RB). There are additional equalization credits for those businesses who are also Detroit Headquartered (D-HB), Detroit Based Small Business (D-SB), Detroit Based Micro Business (D-MB), Joint Venture, or Mentor Venture.

If your company has been certified by the City's Civil Rights, Inclusion & Opportunity Department include your valid Business Certificate at the time you submit your bid in order to receive equalization pricing credits, if any.

If your company is not certified and is interested in becoming certified or want to learn more about the many benefits of certification please call 313.224.4950 or email CivilrightsCert@detroitmi.gov.

More information can be found at: www.detroitmi.gov/departments/civil-rights-inclusion-opportunity-department/certification-and-business-registry.

If proposing a Joint Venture, include a copy of the written agreement at the time you submit your bid in order to receive equalization pricing credits, if any, between the separate firms, one of which must be a D-BB, D-SB, D-RB, or D-MB (include their Business Certificate), which has been created to perform a specific contract, and at a minimum:

- Substantially included in all phases of the contract, including, but not limited to bidding and staffing;
- Provides at least fifty-one percent (51%) of the total performance, responsibility, and project management of a specific job;
- Receives at least fifty-one percent (51%) of the total remuneration from a specific contract; and
- Shares in profits and losses.

If proposing a Mentor Venture, include a copy of the written agreement at the time you submit your bid in order to receive equalization pricing credits, if any, between the separate firms, one of which must be a D-BB, D-SB, D-RB, or D-MB (include their Business Certificate), which has been created to perform a specific contract, and at a minimum:

- Substantially included in all phases of the contract, including, but not limited to bidding and staffing;
- Provides at least thirty percent (30%) of the total performance, responsibility, and project management of a specific job;
- Receives at least thirty percent (30%) of the total remuneration from a specific contract; and
- Shares in profits and losses.

Equalization Allowance Table for Detroit Based Business and Detroit Resident Business	
Contract Amount	Equalization Percentage
Up to \$10,000.00	5%
\$10,000.01 to \$100,000.00	4%
\$100,000.01 to \$500,000.00	3%
\$500,000.01 and over	2%

Additional Equalization Allowance Table	
Detroit Headquartered Business	3%
Detroit Small Business*	1%
Detroit Micro Business*	2%
Joint Venture**	2%
Mentor Venture**	1%

*Business can only be either Detroit Small Business or Detroit Micro Business; it cannot be both.

**Business can only be either a Joint Venture or Mentor Venture; it cannot be both.

EXHIBIT E



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: _____

E-MAIL ADDRESS: _____

CONTACT NAME: _____ PHONE: _____ FAX: _____

Type of Clearance: New Renewal (Please submit 30 days prior to submitting bid or expiration date)

<p>A. To: City of Detroit Income Tax Division Coleman A. Young Municipal Center 2 Woodward Avenue, Ste. 512 Detroit, MI 48226</p> <p>Phone: (313) 224-3328 or 224-3329 Fax: (313) 224-4588</p>	<p>For: Individual or Company Name <u>KONE, Inc.</u></p> <p>Address <u>11064 Belden Ct.</u></p> <p>City <u>Livonia</u></p> <p>State <u>MI</u> Zip Code <u>48150</u></p> <p>Telephone <u>734-513-6948</u> Fax # <u>734-513-6948</u></p>
--	--

<p>B. Name of Chief Financial Officer/Authorized Contact Person (include address if different from above)</p>	<p>Telephone # _____</p> <p>Fax # _____</p>
<p>Employer Identification or Social Security Number <u>36-2357423</u></p>	<p>Spouse Social Security Number</p>

BID/CONTRACT AMOUNT (if known):

Nature of Contract: Elevator modernization Labor: \$ _____ Material: \$ _____

Contract # (if known) _____

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One: Individual Corporation Partnership

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) Yes No
2. Are you a student, and/or claimed as a dependent on someone else's tax return? Yes No

3. Were you employed during the last seven (7) years? Yes No

4. Were you a resident of Detroit during the last seven (7) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). Yes No

6. Will the company have employees working in Detroit? Yes No

7. Will the company use sub-contractors or independent contractors in Detroit? Yes No

D.

FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

Yes No Signature _____ Date _____ Expires _____

Yes No Signature _____ Date _____ Expires _____

Yes No Signature _____ Date _____ Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.ci.detroit.mi.us

NOTE: An approved Income Tax Certificate may be used in multiple citywide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov

EXHIBIT F

**COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)**

I, being a duly authorized representative of the KONE Inc., (hereinafter “Contractor”), do hereby enter into a Covenant of Equal Opportunity (hereinafter “Covenant”) with the City of Detroit, (“hereinafter” City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the ~~City of Detroit Human Rights Department~~ City of Detroit Civil Rights, Inclusion and Opportunity Department and have a current **Contract Specific** Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No: 84-0001

Printed Name of Contractor: KONE Inc.
(Type or Print Legibly)

Contractor Address: 11804 Belden Ct., Livonia, MI 48150
(City) (State) (Zip)

Contractor Phone/E-mail: 734-513-6944 / Nolan.whims@kone.com
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: Ryan Gold, Sales Executive

Signature of Authorized Representative: [Signature]
Date: 8/14/2019

*** This document MUST be notarized ***

Signature of Notary: [Signature]

Printed Name of Seal of Notary: Kevin STRASSER

My Commission Expires: 11 / 11 / 2024



For Office Use Only:

Cov. Rec'd: ___/___/___ in

Department Name: _____

Accepted by: _____

Rejected by: _____

Please email or fax Covenant and EOC to Director of Human Rights Department 1026 CAYMC at
HumanRightsCL@detroitmi.gov or fax (313) 224-3434.

EXHIBIT G

HIRING POLICY COMPLIANCE AFFIDAVIT


I, Ryan Gold, being duly sworn, state that I am the Sales
Executive of KONE INC.
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

I further swear and affirm that this employer will require its subcontractors on this Project an affidavit of compliance with this Hiring Policy and will keep such affidavit available for inspection by the City and/or the DBA.

SIGNED,



Title: Sales Executive Date: 8/14/2019

STATE OF Mich. gann)
) SS
COUNTY OF Wayne)

The foregoing Affidavit was acknowledged before me this 18 day of August, 2019 by Kevin STRASSER.

Kevin Strasser Notary Public, County of Wayne
State of Mich. gann
My Commission Expires: 11/11/2024

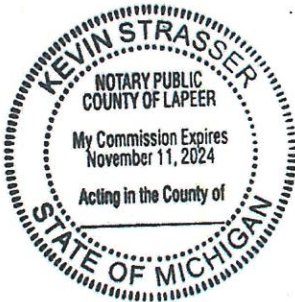


EXHIBIT H

CITY OF DETROIT

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: KONE Inc.
2. Address of Contractor: 11864 Belden Ct, Livonia, MI 48150
3. Name of Predecessor Entities (if any): Montgomery - KONE, Montgomery Elevator
4. Prior Affidavit submission? No Yes, on _____
(Date of prior submission)

If "No", complete Items 5 and 6.

If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5. _____ Contractor was established in _____ (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

_____ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

Ryan Gold (Printed Name) Sales Executive (Title)

[Signature] (Signature) 8/14/2019 (Date)

Subscribed and sworn to before me
this 18 day of AUGUST

[Signature]
Notary Public, Wayne County, Michigan
My Commission Expires: 11/11/2024



EXHIBIT I

_____ DEPARTMENT

RESOLUTION OF AUTHORITY

I, Ryan Gold, a duly authorized representative of KONE Inc., which is authorized and registered to do business in the State of Michigan (the "Company"), DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Directors/Members/Owners of the Corporation duly called and held on N/A:

"RESOLVED, That the Ryan Gold and _____ and each of them, hereby is authorized to execute and deliver, in the name and on behalf of the Company any agreement or other instrument, or document in connection with any matter of transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument, or document in connection with any matter of transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such officers to be conclusive evidence of such approval."

I FURTHER CERTIFY that any of the aforementioned representatives of the Company are authorized to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in the attached Construction Management Services Agreement between the Detroit Building Authority and the Company and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS WHEREOF, I have set my hand this 14 day of August, 2016¹⁷.

Ryan Gold
Company Representative

COMPANY SEAL (if any)

EXHIBIT J

DEBARMENT SUSPENSION AFFIDAVIT

STATE OF Michigan)

) ss

COUNTY OF Wayne)

I, Ryan Gold, being first duly sworn deposes and says as follows:

6. That I am

Sales Executive
(owner, partner, officer, representative, or agent)

of KONE Inc., the respondent that has submitted the attached proposal.

7. That I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
8. That statements in this affidavit apply to bidder's parent, subsidiaries, affiliates, joint venture partner and any person who owns ten (10%) percent or more of the bidder.
9. That the bidder has not been determined to not be responsible by any agency requesting bids or qualifications for a project.
10. That the bidder has not been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from bidding or contracting.
11. That no government or other public agency has requested or required enforcement of any of its rights under a surety agreement on the basis of the bidder's default or in lieu of declaring bidder in default.
12. That there are no proceedings pending relating to bidder's responsibility, debarment, suspension, voluntarily exclusion or qualifications to receive a public contract.
13. That bidder is not the subject of any pending investigation by any grand jury, commission, committee or other entity or agency or authority of any state or the federal government in connection with the commission of a crime.
14. That within the past five (5) years, bidder has not refused to testify or to answer any question concerning a bid or contract with any federal, state or local governmental entity, any public

authority or other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath.

15. That bidder has not within the three-year period preceding this bid had one or more public transactions (federal, state or local) terminated for cause or default.
16. That, if during the term of any contract with KONE Inc., bidder determines that any statement in this affidavit is untrue, bidder will promptly disclose in writing and in detail to KONE Inc. the facts which cause the statement(s) in this affidavit to be untrue.
17. That if for any reason the affiant cannot truthfully execute this affidavit, bidder will attach to this affidavit a detailed explanation of the reasons for its inability to truthfully execute this affidavit.

Further the affiant saith not.

[COMPANY]

By: *RH*
Its: *sales Executive*

Subscribed and sworn to before me this
18 day of August, 20189

Kevin Strasser
Notary Public, County of Wayne
State of Michigan
My Commission Expires: 11/11/2024



EXHIBIT K

FINANCIAL STATEMENTS AFFIDAVIT

Were the financial statements required by and submitted to the surety company that will provide payment and performance bonds for this project solely the financial statements of the Respondent, or were such financial statements inclusive of or supplemented by the financial statements or assets of a parent company, subsidiary company, affiliated company or other guarantor or indemnitor? The Affidavit below is to be submitted in response to this question.

AFFIDAVIT

I, Ryan Gold, the duly authorized representative of KONE Inc., being duly sworn, hereby certify and affirm that the repayment of funds paid on claims on the payment and performance bonds issued for the DWSD: 735 Randolph Elevator Modernization Project (the "Project") is secured solely by the assets of KONE INC.

If the financial statements submitted to the company's surety company for the Project were inclusive of or supplemented by other companies, guarantors or indemnitors, please list below the name(s) and address(es) of such other company (ies), guarantor(s) or indemnitor(s).

1. Aon Surety
200 E Randolph St, Floor 12
Chicago, IL 60601
2. _____

3. _____

4. _____

Further, the affiant deposes and saith not.

[COMPANY]

By: Ryan Bold

Its: Sales Executive

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 18 day of August, 2019, by Ryan Bold, the Sales Executive of ROBE Inc. on behalf of said corporation.

Kevin Strasser, Notary Public
Wayne County, Michigan
My Commission Expires: 11/11/2024



EXHIBIT L

AFFIDAVIT OF DISCLOSURE OF INTERESTS BY CONTRACTORS AND VENDORS

Instructions. This disclosure affidavit fulfills requirements of Section 2-106.2 and Section 4-122 of the 2012 Detroit City Charter and Section 2-6-34 of the 1984 Detroit City Code. Please complete all applicable sections by typing or legibly printing. Where a section does not apply, please check the appropriate box and skip to the next section. If necessary, provide additional information on page 4 or attach additional documents to this disclosure affidavit. This disclosure affidavit must be signed and notarized and filed with the City of Detroit Board of Ethics, Coleman A. Young Municipal Center, 2 Woodward Ave, Suite 1240, Detroit, MI 48226 (City Code § 2-6-34(b)).

Note: "Immediate family member" of a person is that person's spouse, domestic partner, an individual living in the person's household, or an individual claimed as a dependent or spouse's dependent under the Internal Revenue Code. (City Charter § 2-105.A.20; City Code § 2-6-3)

Section 1 - Identity of Contractor/Vendor (City Charter § 2-106.2.2; City Code § 2-6-34)

Provide the complete name of the individual, company or other entity or organization making this disclosure:

Name KONE Inc.

Street address 11904 Belden Ct

City Livonia State MI Zip code 48150

Telephone 734-513-6944 Fax 734-513-6948 Email ryan.gold@kone.com

If the filer is a business entity, print the name, title, and contact information of the authorized individual signing for the business entity:

Name Ryan Gold Title Sales Executive

Telephone 734-513-6944 Fax 734-513-6948 Email ryan.gold@kone.com

Section 2 - Financial Interests in Matters Pending Before City (City Charter § 2-106.2.2; City Code § 2-6-34(a)(1), (2))

The above named contractor or vendor or an immediate family member thereof

has (if checked, complete rest of section below)

does not have (if checked, skip to next section)

a financial interest, direct or indirect, in the following matters that are pending before the Detroit City Council

or the following office, department or agency of the City _____

Matter _____

Interested Party (if an immediate family member, please provide an address and phone number and the nature of the relationship to the filer): Name _____

Street Address _____

City _____ State _____ Zip code _____

Telephone _____ Relationship _____

Nature of financial interest _____

Estimated value of the financial interest _____

Section 3 - Interests in Property Subject to Decision by City (City Code § 2-6-34(a)(3))

The above named contractor or vendor or an immediate family member thereof

has (if checked, complete rest of section below)

does not have (if checked, skip to next section)

an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, improvement, special designation tax assessment or abatement, or a development agreement.

Interested Party (if an immediate family member, please provide an address and phone number and the nature of the relationship to the filer): Name _____

Street Address _____

City _____ State _____ Zip code _____

Telephone _____ Relationship _____

Description of real or personal property _____

Nature of interest _____

Estimated value of the interest _____

Section 4 – Political/Campaign Contributions and Expenditures (City Charter § 4-122; City Code § 2-6-34(a)(4))

The Statement of Political Contributions and Expenditures required by City Charter § 4-122, ¶ 2, is attached as an exhibit to this disclosure affidavit, and is current and accurate as of the date stated therein.

The above named contractor or vendor

is (if checked, attach most recent report to this disclosure)

is not (if checked, skip to next section)

required to file reports of campaign contributions and expenditures in accordance with other applicable law.

Section 5 - Immediate Family Members Employed by or Seeking Employment with City (City Code § 2-6-34(a)(5))

Please identify any immediate family member who is employed by or making application for employment with the City of Detroit.

If none, check here and skip to next section; otherwise, complete rest of section below:

Notary Public, Wayne County, Michigan,

Acting in Wayne County

My Commission Expires: 11/11/2024

Notary Seal (if desired)



(EXHIBIT L TO CONTRACT/LEASE, Contract No. _____)

24-0001

STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES (City Charter § 4-122; City Code § 2-6-34(a)(4))

“City Charter § 4-122, ¶ 2: For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures (“Statement of Political Contributions and Expenditures”), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.”

Instructions: In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter “see additional sheet(s)” on the last row and attach additional sheets.

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.

In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

(A) Donor	(B) Relationship to Contractor/Vendor	(C) Recipient	(D) Amount of Contribution or Expenditure	(E) Date
N/A				

(EXHIBIT L TO CONTRACT/LEASE, Contract No. 04-0001)

STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES (City Charter § 4-122; City Code § 2-6-34(a)(4))

Donor	Relationship to Contractor/Vendor	Recipient	Amount of Contribution or Expenditure	Date
<u>None</u>				

Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: [Signature]

Print name: 8/14/2019

Sworn and subscribed to before me on August 14, 2019 [by _____, the _____ of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor].

Sign: [Signature] Acting in Carroll County

Print: Kevin Strasser
Notary Public, Lapeer County, Michigan, Commission Expires: 11/11/2024



The KONE logo is located in the top right corner of the page. It consists of the word "KONE" in white, uppercase letters, each letter contained within a separate blue square.

MAINTENANCE PROPOSAL



KONE CARE™ 24/7 CONNECT



KONE has taken a major step forward in the industry using IoT technology. Working with IBM, new solutions like remote diagnostics and predictability means we will deliver better service quality for our customers, and great experiences for the passengers.

KONE Care™ Maintenance Agreement

Prepared for: Detroit Water & Sewerage - Ericka Meah-Williams

Date: August 13, 2019

Issued by: Nolan Whims

Dedicated to People Flow™



August 13, 2019
DWB Maintenance Contract - 08/13/2019
735 Randolph Street
Detroit, Michigan, 48226

KONE
Detroit
11864 Belden Ct
Livonia, MI
Phone: 734-634-1224
Fax: 7345136948
nolan.whims@kone.com

Attn: Ericka Meah-Williams

Re: KONE Care™ Maintenance Agreement
DWB Maintenance Contract - 08/13/2019

Dear Ericka Meah-Williams,

Thank you for the opportunity to submit our KONE Care Maintenance Agreement for the vertical transportation equipment located at DWB Maintenance Contract - 08/13/2019.

KONE Care™ provides a detailed program that covers various components of your vertical transportation operation and is tailored to your specific facility, equipment, and needs. KONE's maintenance methods are utilized to maintain the safety, performance, and reliability of your equipment. Our trained service technicians follow proven performance procedures to help deliver a customized maintenance program, designed specifically to the profile for each piece of equipment.

As part of our advanced solutions, we also invite you to inquire about our KONE 24/7 Connected Services program, an innovative approach to connect your elevators and escalators for predictive monitoring services with IBM Watson. Please let me know if you would like to learn more about this service.

Upon your approval, please sign and return two (2) copies of the KONE Care Maintenance Agreement to our local branch office. One fully executed copy of the maintenance agreement will be returned to you for your files.

Once again, thank you for the opportunity to serve your vertical transportation needs. Please feel free to contact me with any questions at 734-634-1224.

Respectfully,

Nolan Whims
Service Sales Consultant
KONE



Purchaser ("Purchaser"):

Detroit Water & Sewerage
9300 W Jefferson Ave
Detroit, Michigan 48209

Service Location ("Premises"):

DWB Maintenance Contract - 08/13/2019
735 Randolph Street
Detroit, Michigan 48226

KONE Inc. ("KONE")

Detroit
11864 Belden Ct
Livonia, MI 48150

TENDER DATE: 08/13/2019

EFFECTIVE DATE: 06/01/2023

SCOPE OF SERVICES

1. EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Type	Sub-Type	Name
KONE	Elevator	Traction - Gearless Overhead	Revolution #1
KONE	Elevator	Traction - Gearless Overhead	Revolution #2
KONE	Elevator	Traction - Gearless Overhead	Revolution #3
KONE	Elevator	Traction - Gearless Overhead	Revolution #4
KONE	Elevator	Traction - Gearless Overhead	Revolution #5
KONE	Elevator	Traction - Gearless Overhead	Revolution #6

2. SERVICES

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. Gearless Traction Elevators

1. Relay Logic Control System

All control system components.

2. Microprocessor Control System

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

3. Gearless Machine Components

All gearless machine components.

4. Hoistway and Pit Equipment

All elevator control equipment and buffers.

5. Rails and Guides

Guide rails, guide shoe gibs, and rollers

6. Ropes

Hoist ropes, governor ropes, and compensation ropes.

7. Wiring

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

8. Door Equipment

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

9. Manual Freight Door Equipment

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

10. 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.

11. 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.

12. Car Equipment

All elevator control system components on the car.

3. TESTING

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. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

4. HOURS OF SERVICE

All services described above in this Agreement 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.

5. SERVICE REQUESTS (CALLBACKS)

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. Unless specified herein travel time and expenses are billable.

Regular Time Coverage - (Revolution #1; Revolution #2; Revolution #3; Revolution #4; Revolution #5; Revolution #6;)

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.

Overtime Portion Coverage - (Revolution #1; Revolution #2; Revolution #3; Revolution #4; Revolution #5; Revolution #6;)

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.

6. 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.

7. EXCLUSIONS

The following are excluded from the scope of services:

A. GENERAL

1. KONE is not obligated to: 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.
2. 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.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. 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.

B. OBSOLESCENCE

1. 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.
2. 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.

C. ELEVATOR

1. 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; 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.

8. 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.

9. 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.

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.

10. 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.

11. THIRD PARTY SERVICES

- A. 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 shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
- B. 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.
- C. 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.

12. 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.

TERMS AND CONDITIONS

1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period of FIVE (5) years and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of FIVE (5) years. Either party may terminate this Agreement at the end of the initial FIVE (5) year term or at the end of any subsequent FIVE (5) 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.
- B. If a party materially breaches the Agreement, the other party shall 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.
- C. Upon termination of the of the Agreement, a \$500 decommissioning and transfer fee shall apply for any elevator phone that needs reprogramming to a different number for emergency monitoring.

2. 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.

3. 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 new owner, 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 new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

4. 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.

5. 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.

6. 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 suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

7. TAXES

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

Agreement.

8. INSURANCE AND INDEMNIFICATION

KONE will provide its standard certificate of insurance.

To the extent permitted by law, each party will indemnify, defend, and hold the other party 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, arising from or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.

9. LIMITATION OF LIABILITY

- A. 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.
- B. 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.
- C. 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.

10. 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").

11. 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.

12. VENUE

The exclusive venue for any dispute between the parties shall be in the County and State of the Premises as set forth on Page 1.

13. PROPERTY RIGHTS

- A. 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.
- B. 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.

14. 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.

PRICE

\$4,300 per month payable by Purchaser annually in advance (\$51,600.00 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
Annual in advance payment	0% Increase	\$4,300 per month	
Semi-Annual in advance payment	3% Increase	\$4,429.00 per month	
Quarterly in advance payment	6% Increase	\$4,558.00 per month	
Monthly in advance payment	8% Increase	\$4,644.00 per month	

Detroit Water & Sewerage

(Signature of Authorized Representative)

(Print Name)

Title

Date

Respectfully submitted,

Nolan Whims

KONE Inc.

(Approved by) Authorized Representative

Title

Date

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from test.

1. **Revolution #1**
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
CAT5 Traction Test 60 Mo - A five (5) year full load test as required by applicable code.
2. **Revolution #2**
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
CAT5 Traction Test 60 Mo - A five (5) year full load test as required by applicable code.
3. **Revolution #3**
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
CAT5 Traction Test 60 Mo - A five (5) year full load test as required by applicable code.
4. **Revolution #4**
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
CAT5 Traction Test 60 Mo - A five (5) year full load test as required by applicable code.
5. **Revolution #5**
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
CAT5 Traction Test 60 Mo - A five (5) year full load test as required by applicable code.
6. **Revolution #6**
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
CAT5 Traction Test 60 Mo - A five (5) year full load test as required by applicable code.

24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below at a cost of \$540.00 per month. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

A. KONE Care - 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 Customer Care 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 Provider 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.

By initialing below, you are approving the above KONE Care - Emergency Phone Monitoring services for the additional monthly fee of \$150.00.

ACCEPTED BY _____ Date: _____

B. KONE Care 24/7 Connect - Performance Analytics

If KONE 24/7 Connected Services is selected, then KONE shall provide and install the necessary device(s) to perform KONE 24/7 Connected Services on the equipment below. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Under no circumstances shall any indicators or predictions be cause for immediate services, but shall be determined and completed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE.

By initialing below, you are approving the above KONE Care 24/7 Connect - Performance Analytics services for the additional monthly fee of \$390.00.

ACCEPTED BY _____ Date: _____

3. The KONE Care 24/7 Connected Services are performed for the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect
Revolution #1			X	X
Revolution #2			X	X
Revolution #3			X	X
Revolution #4			X	X
Revolution #5			X	X
Revolution #6			X	X

- Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, 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. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.
- KONE 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
- The Services shall be performed for the duration of the Agreement. Should the Agreement expire or terminate, the Services will automatically terminate.
- If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the 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 KONE Service Center. Upon termination for any reason of the Data Remote Monitoring, no further data will be collected. Upon any termination or expiration of the Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.
- If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services

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.)		
Federal tax ID #:		

Where should the invoice 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:	

Remote Monitoring Service Voice Link and Wireless Phone Service

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1		
2		
3		
4		
5		
6		
First Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Second Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Third Point of Contact (Optional)		
Name:	Title:	
Phone #:	Cell Phone #:	
Local Emergency Authorities (Required)		
Fire Department Phone #:	Police Department Phone #:	

Dedicated to People Flow™



PREQUALIFICATION PACKAGE



Submitted to:

Submitted by:

Contact:

Phone:

E-mail:

This information is up-to-date and accurate to the best of our knowledge.

Date:



CONFIDENTIALITY STATEMENT

The information contained herein is being disclosed to you in connection with a bid or prequalification. KONE Inc. requires that you keep this information in confidence not disclose such information to any third party and use such information only in connection with the bid or prequalification.

Thank you for considering KONE Inc.
as a partner for your project!



KONE, one of the global leaders in the elevator and escalator industry, was founded in 1910. The company's objective is to offer the best People Flow experience by developing and delivering solutions that enable people to move smoothly, safely, comfortably and quickly through buildings in an increasingly urbanizing environment.

Our solutions are known for their industry leading eco-efficiency, design and innovative technology. Additionally, we offer a portfolio of services to support our customers and partners – architects, consultants, builders, developers, building owners and facility managers – at every step of their building's lifecycle; from design and construction to maintenance and modernization of their buildings.

KONE delivers a performance edge with a strong focus on Safety and Quality. In addition, we are proud to have engaged employees who are focused on providing the best Customer Experience possible.

The detail you will find throughout this Qualification Package provides KONE information and responses to the most commonly asked questions we see from customers when selecting KONE – and these are the same types of questions we ask of our partners! I trust you will find this package informative and helpful in your vendor qualification process. Please feel free to contact your local sales representatives for any further detail needed.

Thank you for considering KONE to work on your project. We look forward to doing business with you in the future.

A handwritten signature in black ink that reads "Larry Wash".

Larry Wash
Executive Vice President
KONE Americas

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Organization



KONE Inc.'s objective is to offer the best People Flow experience by developing and delivering solutions that enable people to move smoothly, safely, comfortably and without waiting in buildings in an increasingly urbanizing environment.

Legal Name:	KONE Inc.
Principal Office:	One KONE Court Moline, IL 61265
Type of Entity:	Corporation
State of Incorporation:	Delaware
Date of Incorporation:	12/31/1956
FEIN:	36-2357423
Website:	www.kone.us
Parent Company:	KONE Holdings Inc.
Address:	PO Box 5214 Bettendorf, IA 52722
History:	Founded in 1892*
Former names:	Moline Elevator Company (1892–1913) Montgomery Elevator (1913–1994) Montgomery KONE Inc. (1994–2000) KONE Inc. (2000–present)
Nature of Business:	Design, manufacture, install, service, repair, maintain and modernize elevators, escalators and autowalks.
Licensing:	KONE Inc. is authorized to do business in all 50 states, U.S. Virgin Islands and Puerto Rico and holds current contractor licenses and business registrations where applicable.
NAICS Codes	238290 & 333921
SIC Codes	1796 & 3534
Subcontractor Scope of Work	Division 14
DUNS#:	00-526-2308
CAGE Code:	1LZ56

* KONE Inc. is an indirect subsidiary of KONE Corporation, a Finnish company founded in 1910.

General Workforce Summary

The America's Workforce Summary as of January 1, 2019*:

US	5,470
Mexico	1,098
Canada	1,096

US Workforce Summary by:

Job Category	Employee Count
Exec/Sr Officials & Managers	23
First/Mid-Level Officials and Managers	740
Professionals	337
Technicians	20
Sales Workers	205
Admin Support Workers	329
Craft Workers	3,692
Operatives	124
.....	
Grand Total	5,470

* Workforce demographic data for specific locations is available upon request.

Organization



KONE Inc. Directors and Officers

First Name	Last Name	Title	Business Address
Larry G.	Wash	President & CEO; Director/Chairman of the Board	4225 Naperville Road, Suite 400, Lisle, IL 60532
Kenneth E.	Schmid, Jr.	SVP Finance, CFO, Director	4225 Naperville Road, Suite 400, Lisle, IL 60532
Jeffrey S.	Blum	SVP West Region	1751 Harbor Bay Parkway, Suite 150 Alameda, CA 94502
Jay	Dietz	SVP East Region	4225 Naperville Road, Suite 400, Lisle, IL 60532
Danilo	Elez	SVP Service Business	4225 Naperville Road, Suite 400, Lisle, IL 60532
Aaron	Ifes	SVP New Equipment Business	4225 Naperville Road, Suite 400, Lisle, IL 60532
Nicole	Manzo	SVO Human Resources	4225 Naperville Road, Suite 400, Lisle, IL 60532
Jussi	Oijala	SVP Supply and Sourcing	4225 Naperville Road, Suite 400, Lisle, IL 60532
Kurt E.	Stepaniak	SVP Law and Acquisitions; Secretary	4225 Naperville Road, Suite 400, Lisle, IL 60532
Dennis	Viehweg	SVP Modernization	4225 Naperville Road, Suite 400, Lisle, IL 60532
Corey	Ward	VP Environmental Health & Safety	4225 Naperville Road, Suite 400, Lisle, IL 60532
Michael P.	Bauschka	Treasurer	One KONE Court, Moline, IL 61265
John	Dahlquist, Jr.	Assistant Secretary	4225 Naperville Road, Suite 400, Lisle, IL 60532
Joseph	Kang	Assistant Secretary	4225 Naperville Road, Suite 400, Lisle, IL 60532
Divya R.	Mehta	Assistant secretary	4225 Naperville Road, Suite 400, Lisle, IL 60532
Lorraine	Pelzer	Assistant secretary	One KONE Court, Moline, IL 61265
Trish	Pritchard	Assistant Secretary	One KONE Court, Moline, IL 61265
Meggan	Zobrist	Assistant Secretary	One KONE Court, Moline, IL 61265
Gregory A	Christian	Assistant Treasurer	One KONE Court, Moline, IL 61265
Rangarajan	Krishnamurthy	Assistant Treasurer	4225 Naperville Road, Suite 400, Lisle, IL 60532

Insurance and Bonding



Bonding Company: **Fidelity and Deposit Company of Maryland (Zurich)**
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196
Underwriter: Lindy Serio

State Incorporated: MD
Bonding Capacity: \$350,000,000+
Best Key Rating: A+ / XV
Relationship Duration: 07/01/2002

Bonding Company: **Travelers Casualty and Surety Company of America**
215 Shuman Boulevard, Naperville, IL 60563
Underwriter: Jason Cummings

State Incorporated: CT
Bonding Capacity: \$350,000,000
Best Rating: A++ / XV
Relationship Duration: 05/01/2009

Bonding Company: **Federal Insurance Company (Chubb Insurance Group)**
525 W. Monroe, Suite 700, Chicago, IL 60661
Underwriter: Jim Schwichtenberg

State Incorporated: IN
Bond Capacity: \$450,000,000
Best Rating: A++ / XV
Relationship Duration: 06/01/2009

Agent/Broker for All: **Aon Surety**
Jean Torres
Surety Analyst/Aon Construction Services Group
Phone: 312-381-5214

Jeff Leadley
Director/Aon Construction Services Group
Phone: 312-381-2158

200 East Randolph Street, 12th Floor, Chicago, IL 60601
Email: kone.bonds@aon.com
Relationship Duration: 07/17/2007

KONE Inc.'s Surety program has been able to furnish all Performance and Payment Bonds required to date. Additional Surety capacity is available should the need arise. There have been no claims paid to date by our Surety program. Current bond rate is \$3.00 per thousand dollars of total contract amount for contracts 3 years or less.

Insurance and Bonding



Sample Certificate of Insurance

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
				12/28/2018		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER: Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago, IL 60601		CONTACT NAME: Aon Client Services PHONE (A/C No. Ext): 866-283-7122 FAX (A/C. No.): 847-953-5300 EMAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE: NAIC# INSURER A: Old Republic Insurance Company 24147 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		
INSURED: KONE Inc. Attn: insurancerequests@kone.com One KONE Court Moline IL 61265						
COVERAGES		CERTIFICATE NUMBER: 46264895		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INER LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> LOC OTHER:		MWZY 57732	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 5,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPROP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		MWTB 20019	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ THIRD PARTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	MWC 115397 11 (AOS) MWXS 822 11 (OH)	1/1/2019 1/1/2019	1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Contract No. Sample - Project/Location: Sample Project Sample ST						
CERTIFICATE HOLDER			CANCELLATION			
Sample Certificate of Insurance 123 Sample St Sample ST			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i> Aon Risk Services Central, Inc.			

ACORD 25 (2018/03) The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.
 46264895 | 000-U.S. | 12/28/2018 04:36:27 PM (CST) | Page 1 of 1
 This certificate cancels and supersedes ALL previously issued certificates.

At KONE, safety has always been a high priority area. We strongly believe that each employee has the right to return home injury-free after each workday; therefore we have zero tolerance towards unsafe behavior and attitudes and our ultimate goal is to have zero incidents. To minimize incidents, we ensure that all our employees have the right set of competencies they need in order to perform their work in a safe manner. We have the same level of requirements for the safety of our subcontractors' employees as our own employees.

KONE continually strives to improve the safety of its equipment and work methods to realize the zero incident expectation. To improve KONE's safety culture, incidents and near-misses are continuously monitored and investigated. The lessons learned are discussed with the entire organization on a regular basis.

KONE trains employees on safety

The minimum requirement for all KONE employees and subcontractors is a general level of training in health and safety, which must be regularly refreshed. Additional training relating to respective work roles and tasks must be completed in order to develop and maintain the needed competencies.

KONE's steps to achieving world-class EHS performance

KONE Inc. is committed to becoming a world-class leader of Environment, Health, and Safety (EHS) excellence in everything we do and everywhere we conduct business. The actions below demonstrate KONE Inc.'s steps towards achieving world-class EHS performance:

- Employs full time safety trained and health personnel.
- In place procedures for investigating, reporting, and follow-up of accidents and occupational injuries. Action items are documented to completion.
- Written Safety and Health program addressing management's commitment and expectations, employee participation, accountability, and responsibility, as well as work best practices and procedures.
- Personnel trained in first aid and CPR.
- Written substance abuse prevention program.
- Maintain inspection and maintenance certification for operating equipment.
- Safety field inspections are conducted on a weekly basis, while safety and health audits of company policies and procedures are conducted annually.
- Trained employees in appropriate job skills. Understanding is verified through: written and oral exams, performance testing, and job monitoring.
- Conduct safety and health orientation (8 hours) for new hires and personnel promotions.

EHS Team

Corey Ward
 Vice President, EHS
 Phone: 630-955-4220
 E-mail: Corey.Ward@kone.com

Valdez Hails
 EHS Director - New England, NY and Mid Atlantic
 Phone: 240-743-8175
 E-mail: Valdez.Hails@kone.com

Christopher Johnson
 EHS Director – South Central, Pacific SW and Mid-Pacific
 Phone: 469-549-0581
 E-mail: Christopher.Johnson@kone.com

Robert Whitaker
 EHS Director - Central and Southeast
 Phone: 678-290-4100
 E-mail: Robert.Whitaker@kone.com

Tom Fogarty
 EHS Specialist – Great Plains, Denver and Salt Lake City
 Phone: 331-801-1342
 E-mail: Tom.Fogarty@kone.com

Matthew Walsh
 EHS Specialist – North Central
 Phone: 331-202-8848
 E-mail: Matthew.Walsh@kone.com

Vern Kellow
 EHS Manager – Western Canada, Seattle, Portland and Montana
 Phone: 604-777-566300
 E-mail: Vern.Kellow@kone.com

Gary Freet
 EHS Manager – Supply Line
 Phone: 469-854-8015
 E-mail: Gary.Freet@kone.com

Lena Velluso
 EHS Process Development Director - ENA
 Phone: 425-260-1359
 E-mail: Lena.Velluso@kone.com

Corporate Safety Statistics

Interstate (National) EMR	2018	2017	2016	2015	2014
# Total OSHA Recordable Cases	83	85	132	93	94
# Restricted Work Activity Cases	54	51	82	51	44
# Restricted Workdays	2,437	2,961	4,300	2,785	3,025
# Lost Workday Cases	7	12	19	18	17
# Lost Workdays	337	764	738	753	425
# Fatalities	1	0	0	1	0
Employees Hours Worked	11,608,492	11,550,179	9,838,260	8,977,048	7,854,974
# Employees	5,804	5,775	4,919	4,488	3,927
Total Recordable Rate	1.43	1.47	2.68	2.07	2.39
Lost Workday Incident Rate (Lost Time Only)	0.12	0.21	0.39	0.4	0.43
DART Rate (Lost Time and Restricted Time)	1.05	1.09	2.05	1.54	1.55

Experience Mod Rate Verification



OLD REPUBLIC INSURANCE COMPANY

445 South Moorland Road, Suite 300, Brookfield, Wisconsin 53005 | T: 262.797.3400

January 4, 2019

Kristin Kahn
AON Risk Services Central, Inc.
200 East Randolph Street
Chicago, IL 60601

Re: KONE, Inc.
Effective 1/1/19 – 1/1/20

Dear Kristin:

According to your request, below are the NCCI Experience Modification Factors for the last five years, valuation date of 11/30/2018.

.85 eff. 1-1-19
.76 eff. 1-1-18
.76 eff. 1-1-17
.66 eff. 1-1-16
.72 eff. 1-1-15

These modification factors are true and correct as per the National Council on Compensation Insurance, Inc. (NCCI).

Sincerely,

OLD REPUBLIC RISK MANAGEMENT, INC.

Allison Rolandi
Account Manager

Workers' Compensation Rates

Class Code 5160
Rates Effective 1/1/19

Rate per \$100 payroll

State	2019 Rate	State	2019 Rate
AK	2.48	MT	3.11
AL	2.84	NC	2.60
AR	1.37	ND	upon request
AZ	1.88	NE	2.42
CA	2.77	NH	3.85
CO	2.10	NJ	5.43
CT	7.13	NM	3.23
DC	8.21	NV	2.24
DE	7.32	NY	6.55
FL	2.81	OH	1.69
GA	2.45	OK	2.49
HI	2.16	OR	2.11
IA	6.95	PA	4.93
ID	2.57	RI	3.06
IL	6.27	SC	4.61
IN	1.45	SD	2.28
KS	1.52	TN	2.36
KY	2.40	TX	2.32
LA	6.08	UT	2.29
MA	2.75	VA	3.42
MD	2.54	VT	4.57
ME	4.45	WA	1.557
MI	1.64	WI	2.62
MN	3.58	WV	1.48
MO	3.33	WY	3.25
MS	2.69		

*For DE and PA, class code 675 is equivalent to 5160

KONE Quality Objectives are to improve customer loyalty, reduce call outs and minimize the cost of poor quality. To achieve our objectives, our established Quality Strategy is to provide superior service experience by strengthening involvement of people and continuously improve the quality of our solutions and processes. A copy of the KONE Quality Manual describing the KONE Management System focused on Quality and Environment is available upon request.

KONE uses the ISO 9001:2008 and ISO 14001:2004 for selected units to provide benchmarks against which entire global operations can be measured. KONE Americas Supply Line is certified under the global Certification Process. Certificates are available upon request.

KONE ISO 9001 and 14001 Certificate Number(s):

FQA 0964592/A

Expires June 30, 2021

Issued by Lloyd's Register Quality Assurance France

Supplier Quality Management

KONE has created one KONE Sourcing organization to continuously improve customer value with the aim of reducing total cost of ownership. Supplier Quality Management, as a part of the KONE Sourcing organization, is responsible to set up and implement a harmonized supplier qualification process across the organization and assure an effective supplier development system.

Cross functional teams take into account the sensitivity of the goods/services purchased. We maintain a list of supplier profiles to achieve quality targets and competitiveness when changing products and/or suppliers.

A "Quality Annex" is a part of the supply agreement. The Quality Annex contains all the Quality targets and the Quality control plan agreed with supplier, in line with KONE targets and processes.

Supplier Quality Management monitors the performance of suppliers using KONE Process (Preventative and Corrective Action System, Feedback Process and KPI measurements). Regular performance reporting between KONE and key suppliers are conducted in order to motivate both parties to improve continuously toward the agreed quality targets.

KONE Inc. is an indirect subsidiary of KONE Corporation located in Espoo, Finland. KONE operates on a calendar year end (December 31). The KONE Annual Report and audited financial statements are prepared globally on a consolidated basis only, and reflect KONE worldwide operations. A condensed income statement and balance sheet are attached for your reference. Please visit the KONE Investor page for a complete copy of the current and past interim and annual reports.

<http://www.kone.com/en/investors/>

The audited financials and annual reports are prepared by:
PricewaterhouseCoopers Oy
Itämerentori 2
FI-00180 Helsinki, Finland

KONE Inc. has never filed for Bankruptcy or Reorganization. A copy of the *Letter of Support* from KONE Corporation is included.

Key Figures

Currency = MEUR (Million Euros)	2018	2017	2016	2015	2014
Sales	9,071	8,797	8,787	8,647	7,335
Orders received	7,797	7,554	7,621	7,959	6,813
Order book	7,951	7,358	8,592	8,210	6,952
Total Assets	7,734	7,462	7,951	7,506	6,360
Total Liabilities	4,653	4,433	5,156	4,931	4,297
Equity / Net Worth (Total Assets - Total Liabilities)	3,081	3,029	2,796	2,575	2,063
Leverage (Total Liab / Equity)	1.51	1.46	1.84	1.91	2.08
Current Assets	5,316	5,075	5,463	5,144	4,191
Current Liabilities	4,025	3,804	4,439	4,414	3,839
Working Capital (Current Assets - Current Liabilities)	1,291	1,271	1,024	730	352
Current Ratio (Current Assets / Current Liabilities)	1.32	1.33	1.23	1.17	1.09

KONE Consolidated Balance Sheet

Assets MEUR (Million Euros)	Dec 31, 2018	Dec 31, 2017
Non-current assets		
Goodwill	1,333.4	1,325.5
Other intangible assets	260.2	274.5
Property, plant and equipment	397.4	377.0
Investments in associated companies	0.0	1.4
Shares	143.3	133.0
Non-current loans receivable	1.0	0.7
Employee Benefits	29.0	11.5
Deferred tax assets	253.7	263.3
Total non-current assets	2,418.2	2,386.9
Current assets		
Inventories	624.1	626.8
Accounts receivable	1,988.3	1,910.8
Deferred assets	601.5	404.5
Income tax receivables	59.0	67.5
Current deposits and loans receivable	1,407.0	1,568.8
Cash and cash equivalents	636.0	496.5
Total current assets	5,315.9	5,075.0
Total assets	7,734.0	7,461.9
Equity and liabilities MEUR (Million Euros)	Dec 31, 2018	Dec 31, 2017
Capital and reserves attributable to the shareholders of the parent company		
Share capital	66.0	65.9
Share premium account	100.3	100.3
Paid-up unrestricted equity reserve	259.1	205.8
Fair value and other reserves	21.0	36.2
Translation differences	64.8	65.9
Remeasurements of employee benefits	-89.5	-105.2
Retained earnings	2,636.7	2,644.9
Total shareholders' equity	3,064.6	3,013.9
Non-controlling interests	16.0	15.0
Total equity	3,080.6	3,028.9
Non-current liabilities		
Loans	193.8	194.7
Employee benefits	147.0	152.2
Deferred tax liabilities	148.7	143.8
Total non-current liabilities	489.5	490.7
Provisions	139.4	137.9
Current liabilities		
Current portion of long-term loans	15.6	14.9
Short-term loans and other liabilities	12.7	25.5
Advance payments received	1,562.2	1,404.6
Accounts payable	786.7	705.1
Accruals	1,574.0	1,569.2
Income tax payables	73.3	85.1
Total current liabilities	4,024.5	3,804.4
Total equity and liabilities	7,734.0	7,461.9

KONE Consolidated Statement of Income

Currency = MEUR (Million Euros)	Jan 1 - Dec 31, 2018	%	Jan 1 - Dec 31, 2017	%
Sales	9,070.7		8,796.7	
Costs, expenses and depreciation	-8,028.3		-7,604.4	
One-time cost	0.0		0.0	
Operating income	1,042.4	11.5	1,192.3	13.6
Share of associated companies' net income	-2.5		-0.2	
Financing income	61.4		72.2	
Financing expenses	-14.2		-13.9	
Income before taxes	1,087.2	12.0	1,250.4	14.2
Taxes	-241.9		-290.2	
Net income	845.2	9.3	960.2	10.9
Net income attributable to:				
Shareholders of the parent company	840.8		955.8	
Non-controlling interests	4.4		4.4	
Total	845.2		960.2	
Earnings per share for profit attributable to the shareholders of the parent company, EUR				
Basic earnings per share, EUR	1.63		1.86	
Diluted earnings per share, EUR	1.63		1.86	

Corporate Financial Letter of Support



Treasury

To whom it may concern

Espoo, 21st of December, 2018

Letter of Support

KONE Inc, One KONE Court, Moline, IL 61625, USA, is a solely, indirectly 100% owned subsidiary of KONE Corporation.

It has always been our business policy to manage all units of our group companies in such a manner that they are able to meet their financial obligations. We confirm that it will remain our policy to manage KONE Inc. in the same way so as to enable them to satisfy all their obligations and liabilities.

This confirmation is valid until 31st December 2019 after which it will automatically become void.

Yours faithfully,

KONE Corporation

Nina Leväjärvi
SVP, Corporate Taxes

Miss Myllyrinne
Head of Alliances and Acquisitions

KONE Corporation
Kellastama 3
02160 Espoo
Finland
Tel: +358 204 751
Fax: +358 204 75 4486
www.kone.com

Registered office:
Kortteentie 1,
00330 Helsinki, Finland
Domicile:
Helsinki, Finland
Business Identity Code:
1927400-1

References and Experience



Our customers' success is our goal. We work for and with them to identify and deliver solutions that exceed expectations. We keep our promises. We drive new ideas to realization with speed and an obsession for customer-driven quality.

Bank References

Main Operating Account

Citibank N.A.
111 Wall Street
New York, NY 10043
Contact: Joseph Lopes
Phone: 212-816-5214
Account: 30915201
ABA(Routing): 021000089

Local Account

First Midwest Bank, N.A.
506 15th Street
Moline, IL 61265
Contact: Mike Weipert
Phone: 309-797-7526
Account: 0000118001
ABA (Routing): 071901604
2,400,000 (LOC letter included)

Trade References

Giese Companies

Attn: Marvin Heiderscheit

7025 Chavenelle Road
Dubuque, IA 52002
Tel: 563-588-8772
Email: Charlie@gieseco.com

DRAKA Elevator Products

Attn: Accounts Receivable

2151 North Church Street, PO B
Rocky Mount, NC 27802-0400
Tel: 877-372-5237
Email: Eric.lazear@draka.com

Innovation Industries, Inc.

Attn: Accounts Receivable

3500 East Main Street, PO Box 29
Russellville, AR 72802
Tel: 800-843-1004
Email : Innovation-AR@innovationind.com

References and Experience



First Midwest Bank Line of Credit



January 8, 2019

Kone Inc
One Kone Court
Moline IL 61265

To whom it may concern:

Please allow this letter to serve as notice that Kone, Inc. currently maintains a secured revolving line of credit with First Midwest Bank in the amount of \$2,400,000. The line of credit currently has a zero balance and has a maturity date of June 4, 2020. The company has maintained a depository relationship with First Midwest Bank since 1964. The banking relationship has been handed as agreed. Kone, Inc. is a valued client of the bank. If you need any additional information, please do not hesitate to contact me at (309) 797-7526.

Sincerely,

Mike Weipert
Vice President
mike.weipert@firstmidwest.com



References and Experience



Construction Volume (past 5 years)

2018 – 6.102 Billion Euros
2017 – 6.055 Billion Euros
2016 – 6.012 Billion Euros
2015 – 6.006 Billion Euros
2014 – 4.976 Billion Euros

KONE Inc. subcontracts <2% of all construction work. On occasion, KONE may need to retain the service of qualified hole drillers.

Certified LEED Buildings

KONE has successfully helped projects across the United States earn LEED credits in the Energy & Atmosphere and Innovation in Design categories through the installation of KONE's Machine Room-Less elevator solutions. We fully support the needs of our customers and their projects and will work to gather all necessary quantitative data needed for your projects.

Building Name	Location	Level of Certification
Siemens Medical Solutions Office Building	Cary	Gold
440 S. Church St.	Charlotte	Gold
300 N. LaSalle	Chicago	Gold
1201 Demonbreun	Nashville	Silver
SAP America Headquarters	Newton Square	Platinum
McKinney Green Building	McKinney	Platinum
Corqan Associates, Inc.	Dallas	Silver
728 Market	Chattanooga	Silver
Hilton Cleveland Downtown	Cleveland	Silver
Westchase Park Campus Phase 1	Houston	Gold
Ronald McDonald House	Austin	Platinum
10001 New Hampshire Avenue	Silver Spring	Gold
Cashell Elementary School	Rockville	Gold
Sidwell Friends Middle School	Washington D.C.	Platinum
Hotel Terra	Teton Village	Silver
National Hispanic Cultural Center of New	Albuquerque	Gold
Day Break Corporate Center	South Jordan	Platinum
200 Renaissance at Colony Park	Ridgeland	Gold
Chevron North Park – Louisiana Office	Covington	Gold
EPA Region 8 Headquarters	Denver	Gold
Bourne Mille Apts.	Tiverton	Silver

References and Experience



Top 10 Completed Projects by Quantity of Units *

Project Name	Location	Quantity	Project End Date
McCarran Airport, T-3	Las Vegas	73	February 2012
Blocks 75 & 76 Redevelopment – City Creek	Salt Lake City	64	February 2012
Madison Square Garden Reno	New York City	55	October 2014
WMATA Silver Line Phase 1	Multiple	51	September 2013
MGM National Harbor	Maryland	49	December 2016
Westfield Century City	Los Angeles	45	November 2017
SEATAC	Seattle	44	November 2013
8 th & Howell	Seattle	43	November 2018
CONRAC – Atlanta Airport	College Park	34	March 2009
Kyle Field	College Station	34	September 2015

Top 10 Projects in Progress by Quantity of Units*

Project Name	Location	Quantity	Project End Date
WMATA	Washington DC	139	June 2020
Raiders Stadium	Las Vegas	77	September 2020
LaGuardia Redevelopment	New York	71	December 2022
One Market Place	San Francisco	40	November 2019
Moscone Center	San Francisco	38	March 2019
HNL CONRAC	Honolulu	33	April 2021
Centene Urban Campus	Clayton	31	December 2019
11 Madison	New York City	35	October 2019
110 North Wacker	Chicago	30	December 2020
SeaTac IAF	Seattle	30	September 2020

* KONE is publicly listed on the NASDAQ OMX Helsinki exchange. Due to KONE Disclosure Guidelines, we are unable to release specific contract dollar amounts. Disclosure guidelines also prevent release of specific customer information without customer approval.

Litigation, Arbitration, Mediation and Claims

Like other large American corporations, at any given time KONE has a variety of claims and lawsuits filed against it. KONE can state with confidence that there are no outstanding judgments against KONE, and that no known claims now existing, nor aggregate of known claims now pending, in any manner impinge on the financial strength of the company or in any manner limit the ability of KONE to perform any contract or project. KONE is seldom, if ever, subject to a judgment against it in a contractual dispute. KONE takes its contractual obligations very seriously and is committed to meeting all its obligations in a timely, professional and satisfactory manner. We take pride in being able to resolve disputes with or against our customers in a non-litigious manner to the satisfaction of both parties.

CE ASSET MANAGEMENT CLARIFICATION RESPONSE E-MAIL DATED AUGUST 8, 2019

Gold Ryan

From: Trey Zackery <tzackery@ceassetmanagement.com>
Sent: Thursday, August 08, 2019 2:03 PM
To: Gold Ryan
Cc: Darryl Young; Ericka Meah; Leon Wheeler; Tyrone Clifton; Bailey Brian; Leo.Williams@thyssenkrupp.com; Alan Pawlowski; cmyers@ceassetmanagement.com
Subject: Re: Elevator Modernization Specification Questions

Hi All,

Please see responses numbered below:

1. This project is NOT turnkey. Please bid elevator work only.
2. Elevator #1 is service elevator, 2-6 passenger.
3. Landings are as follows: #1 (22) landings, #2-6 (20) landings
4. Rated speed should be 500 fpm. Any alternates to speed elevators up will be considered.
5. No counterweight guards are required.
6. You may replace as needed.
7. Sill mounted closers acceptable.
8. Retain. Replace as needed.
9. Retain existing roller guides.
10. Integral to new swing.
11. #4 muntz
12. Do NOT carry allowance for interiors. Cabs will be retained.
13. Existing set up will be retained. 2 Risers.
14. Delete requirement for PI in hall station.
15. Retain Hall lanterns on all floors. Relamp.
16. Yes. Lobby Panel should be replaced with new fixture.
- 17., 18. Interim and full maintenance to cover all elevators. Please separate this number from cost of modernization.

Call me with any questions you may have. Happy Bidding!

-Trey
619-410-2546

Sent from my iPad

On Aug 5, 2019, at 11:39 AM, Gold Ryan <Ryan.Gold@kone.com> wrote:

Darryl & Trey,

After attending the elevator modernization walkthrough and reading through the specification KONE is asking for clarification on several items prior to submitting a price for this project.

1. At the walkthrough it was noted during that this project would no longer be turn-key. Can you confirm this as this type of work is referenced in {1, 1, A}, {4, E, 6}, {4, F, Lines 2-3}, {6, C}, {9, A, Line 7} as part of the elevator contractor's scope of work?
2. Please confirm the elevator designations.
 - a. During the walkthrough Elevator 01 appeared to be the service elevator and Elevators 02-06 appeared to be the passenger elevators.
3. Please confirm the number of landings served by each elevator.

- a. Service Elevator – Specification notes 21 landings. At walkthrough its COP showed 22 landings.
- b. Passenger Elevators – Specification notes 19 landings. At walkthrough the COPs showed 20 landings.
4. Is the rated speed of the elevator to be decreased from 500 FPM to 350 FPM {4, B, 1}?
5. Counterweight Guards are specified, but, the equipment has existing compensation. Please confirm no Counterweight Guards are required. {5, F}
6. All Hatch Tracks and Hangers are to be replaced with new? {5, L, 1 & 2}
7. New Spirators specified. Are Sill Mounted Closers (current condition) acceptable? {5, L, 4}
8. Are new Fascia and Hangers Covers required?
 - a. The specification does not note as "All New," "Retain," or anything to that effect. {6, F}
9. Are new ELSCO Roller Guides or just Roller Wheels required? {7, E}
10. Are the new Car Operating Panels to be flush mount panels or integral to new swing returns? {7, P, 1, Line 2}
11. Are COPs to be finished in #4 Stainless Steel or #4 Muntz? {7, P, 1, Line 3}
12. Are new car shells and/or interiors required? The specification includes new shells and a \$10,000 per elevator allowance, but, at the walkthrough it was indicated the existing shells and interiors would be retained. {8, A}
13. Confirm the number of Push Button risers that are required. The specification calls for a single riser, but, there are two (2) existing risers. {9, A, Line 5}
14. The new single Hall Station is to have six (6) integral position indicators. Can a brief description of how such a feature would work considering three (3) elevators are on opposite sides of the lobby from where the single fixture would be located? {9, A, Lines 9-10}
15. There is no specific mention of the existing Hall Lanterns aside from at the lobby level. At the typical landings are these devices being retained, replaced, refurbished or removed?
 - a. If the Hall Lanterns at typical landings are utilized will two (2) new Riding Lanterns per elevator be required? {10, A}
 - b. If the Hall Lanterns at typical landings are utilized will the Hall Station with six (6) integral Position Indicators be required?
16. Is a Firefighters' Control Panel required? {11, A}
 - a. What is supposed to be done with the existing Lobby Panel?
17. Is the Interim Maintenance to cover all of the elevators in the bid, all of the elevators in the building or just two (2) elevators? {12, A, 1, i}
18. Is the Continuing Maintenance to cover all of the elevators in the bid, all of the elevators in the building or just two (2) elevators? {12, B, 2}

I will need responses by Thursday (August 8) to make sure KONE's bid is accurate for the August 12 due date.

Thank you,

Ryan Gold

Sales Executive – Modernization

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 11864 Belden Ct
 Livonia, MI 48150
 Office 734-513-6944 x12233
 Mobile 734-417-2652
 E-mail ryan.gold@kone.com
www.kone.com