

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

**AMENDMENT TO AGREEMENT BETWEEN FORT BEND COUNTY AND KONE, INC.  
FOR ELEVATOR MODERNIZATION AND MAINTENANCE SERVICES**  
*(Utilizing US Communities Kone Cooperative Contract No. EV2516)*

**This Amendment to Agreement Between Fort Bend County and Kone, Inc., for Elevator Modernization and Maintenance Services (“Amendment”)**, is made and entered into by and between Fort Bend County (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Kone, Inc., (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

**WHEREAS**, on or about March 26, 2019, the parties executed and accepted that certain *Agreement for Elevator Modernization and Maintenance Services*, which was subsequently amended on or about March 10, 2020; again on or about September 1, 2020; and again on or about March 23, 2021 (hereinafter “Agreement”) which is incorporated by reference as if set forth herein verbatim; and

**WHEREAS**, the parties desire to amend the Agreement to increase the total Maximum Compensation payable for the completion of such services provided thereunder.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. The Agreement is hereby renewed; effective April 1, 2022 and shall terminate on March 31, 2023.
2. County shall pay Contractor an additional four thousand seven hundred forty-four dollars and 19/100 cents (\$4,744.19) for elevator services as reflected in the Pricing and Locations Elevator Maintenance and Services US Communities #EV2516 dated 3/4/22, attached hereto as Exhibit “A” and incorporated herein for all purposes.
3. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed one hundred sixty-one thousand one hundred fifty-nine dollars and 19/100 cents (\$161,159.19), authorized as follows:  
                          \$156,415.00 under the Agreement; and  
                          \$4,744.19 under this Amendment.

4. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.
5. Insurance:
  - A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
    1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
    2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
    3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
    4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
  - B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
  - D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
  - E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
  - F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.
6. **Certain State Law Requirements for Contracts** For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
  - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott

energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

***{Remainder of page intentionally left blank}***

***{Execution page to follow}***

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged. If there is a conflict between this Amendment and the attached Exhibit, this Amendment shall control.

FORT BEND COUNTY

KONE, INC.

\_\_\_\_\_  
KP George, County Judge

B.J. Tyler  
Authorized Agent - Signature

\_\_\_\_\_  
Date

B.J. Tyler  
Authorized Agent - Printed Name

ATTEST:

General Manager  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

3/10/2022  
Date

APPROVED:

\_\_\_\_\_  
James Knight,  
Facilities Management/Planning Director

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

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# EXHIBIT A

**Exhibit A**  
**Requirements, Scope of Work, Locations List and Pricing**

**DUTIES OF CONTRACTOR:**

Contractor must furnish all supplies, material, labor, supervision, tools, equipment and lubricants necessary to provide full preventive maintenance, adjustment, replacement and repair service for the complete elevator systems, escalators, and wheelchair lifts as specified herein.

Contractor will provide full coverage parts repair and/or replacement for all components worn due to normal wear unless specifically listed in "Items of Elevator Equipment Not Included In This Contract" herein. The contractor is required to maintain a comprehensive parts inventory to support all of Fort Bend County's systems listed in this contract. All replacement parts used in the County's equipment will be new or refurbished to meet quality standards of manufacturers.

Contractor is to provide annual state inspections on all elevators, escalators, and wheelchair lifts. Inspections must be scheduled with the Fort Bend County authorized representative a minimum of two weeks prior to the current certificate expiration date. If the vendor cannot complete the annual State inspection due to the equipment not operating correctly, the vendor will be required to fix the equipment within the same week with no overtime fees nor overnight freight charge expenses to Fort Bend County. It is the contractor's responsibility to keep the equipment up and operational for the State inspection. Fort Bend County must stay in compliant with the State of Texas.

The equipment covered under this contract must be serviced a minimum of one (1) time each month. Monthly service will include examination, lubrication and adjustment for the below components of the County's elevator systems:

- control and landing positioning systems,
- signal fixtures,
- machines, drives, motors, governors, sheaves, and ropes,
- power units, pumps, valves, and jacks,
- car and hoistway door operating devices and door protection equipment,
- load weighers, car frames and platforms, and counterweights,
- safety mechanisms,
- cleaning of the pit and car top.

Lubricate all equipment specified herein for smooth and efficient performance.

Adjust elevator parts and components to maximize performance and safe operation. Document all work performed on Maintenance Tasks and Records Logs provided by each controller.

Contractor is to provide as needed or if usage mandates, repair, or replacement of the following Covered Components listed below:

**Hydraulic Elevators**

Basic Components: Controllers and components; resistors, timers, fuses, overloads, minor contacts, wiring, coil, packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps, interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major Components: Exposed piping in the Machine Room and hoist-way, motor PC boards, pump unit, solid state devices, contactors, and valve rebuilds.

#### Traction Elevators

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

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

#### Escalators:

Basic Components: Step rollers, belts, controller components; resistors, timers, fuses, overloads, minor contact, wiring, coils; brake: pads, lining, disks, shoes.

Major Components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

Contractor must have a full time trained and supervised mechanic on elevator control systems within a 45-mile radius of the Fort Bend County Travis building located at 301 Jackson Street, Richmond TX 77469.

Contractor is to respond on-site to emergency and minor service calls within 1-1/2 hours.

When an elevator or escalator is out of service for whatever reason, signs shall be placed at all floor entrances to that elevator indicating that the elevator is out of service.

If service request is made prior to 3:00 p.m. and same day service is needed; no additional charge will be incurred.

Response to emergency call backs during regular business hours of 8:00 a.m. through 5:00 p.m. are required to be on-site within 1-1/2 hours.

Contractor must have experience and be capable of problem diagnosis and operation of elevator, escalator, or wheelchair lift systems. Contractor must be equipped with the proper tools, documentation and knowledge to troubleshoot our systems, as well as access to a comprehensive parts replacement inventory system when they arrive for the service call.

Contractor must maintain, within Fort Bend County or adjoining counties, a replacement inventory of major parts for the equipment covered by this contract, including power unit pumps, motors and valves, control boards, relays, and sensors.

Contractor is required to have access to major and minor replacement parts within a 24-hour time frame.



Contractor must have all units repaired within 24 hours of service call unless otherwise discussed and approved by a Fort Bend County Facilities Maintenance and Planning Department authorized representative.

Contractor is required to keep a computerized log of emergency and minor service calls available for Fort Bend County authorized representative upon request.

Every day, the Contractor is required to email each service ticket to the appointed County representative/s to include complete detailed description/s of the work/repair/maintenance performed on which specific elevator/wheelchair lift/escalator and at which specific location/address.

#### **SCHEDULE OF PREVENTIVE MAINTENANCE:**

All normal work under this agreement will be performed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, unless prior arrangements are made with the Fort Bend County authorized representative. If overtime work is required, Fort Bend County will pay only the difference between normal and overtime labor at the contractors' regular billing schedule. Removal of elevators from service requires prior approval and coordination with the Facilities Maintenance Department.

#### **EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY:**

The contractor agrees all work shall be performed by and under the supervision of skilled, experienced elevator service and repair personnel directly-employed, who are permanently assigned to the project for normal preventive maintenance and repair work, or who may from time to time be assigned to the project for periodic work, shall be qualified to keep the elevator equipment properly adjusted and/or repaired and shall use all reasonable care to maintain the equipment in proper and safe operating condition. All employees performing work under this contract shall be satisfactory to the County. Any employees found to be unacceptable to the County shall be replaced by the contractor.

#### **SPECIAL CONDITIONS:**

If repair is needed outside of the scope of this contract, the contractor must expedite a quote including repair costs in writing to the Fort Bend County Authorized Representative for processing of a purchase order prior to any work being performed.

After hours calls are to be responded to on-site within two (2) hours.

#### **LIQUIDATED DAMAGES:**

If equipment is not operational and Fort Bend County is out of compliance with the State for inspections, Fort Bend County will deduct one hundred (\$100.00) per calendar day (from monthly invoice payments, as liquidated damages). Such sum is agreed upon as a reasonable and proper measure of damages which Fort Bend County will sustain per day by failure of Contractor to keep equipment operational. It is understood that said sum shall be considered as liquidated damages, and shall in no sense be considered as a penalty against the Contractor.

## **SCOPE OF WORK**

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

### **HYDRAULIC ELEVATORS**

#### **RELAY LOGIC CONTROL SYSTEM**

All control system components.

#### **MICROPROCESSOR CONTROL SYSTEM**

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

#### **POWER UNIT**

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

#### **HYDRAULIC SYSTEM ACCESSORIES**

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

#### **CAR EQUIPMENT**

All elevator control system components on the car.

#### **WIRING**

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

#### **HOISTWAY AND PIT EQUIPMENT**

All elevator control equipment and buffers.

#### **RAILS AND GUIDES**

Guide rails, guide shoe gibs, and rollers.

#### **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.

#### **MANUAL FREIGHT DOOR EQUIPMENT**

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

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

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

#### **SIGNALS AND ACCESSORIES**

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

### **TRACTION ELEVATORS**

#### **RELAY LOGIC CONTROL SYSTEM**

All control system components.

#### **MICROPROCESSOR CONTROL SYSTEM**

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

#### **GEARED/GEARLESS MACHINES**

All geared and gearless machine components.

#### **WIRING**

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

#### **CAR EQUIPMENT**

All elevator control system components on the car.

#### **HOISTWAY AND PIT EQUIPMENT**

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

#### **RAILS AND GUIDES**

Guide rails, guide shoe gibs, and rollers.

## **ROPES**

Hoist ropes, governor ropes, and compensation ropes.

## **DOOR EQUIPMENT**

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

## **MANUAL FREIGHT DOOR EQUIPMENT**

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

## **POWER FREIGHT DOOR EQUIPMENT**

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

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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. Elevator emergency phones are included (customer must furnish an operable phone line).

## **ESCALATORS**

KONE's price and obligations under the agreement are subject to a technical survey to be performed within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer will immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, KONE will provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, notwithstanding anything to the contrary in the agreement, KONE reserves the right to terminate this agreement without penalty.

## **CONTROL SYSTEM**

All control system components.

## **DRIVE MACHINERY AND MOTOR EQUIPMENT**

All drive machine components. The gear case will be drained and flushed as needed to remove sediment and grit and refilled with new gear oil.

## **WIRING**

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

## **HANDRAIL DRIVE SYSTEM**

Handrail and all handrail drive components.

## **SAFETY SWITCH SYSTEM**

Missing step detector, handrail speed detector, handrail inlet switches, step up-thrust inlet switches, comb plate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level step switches, emergency stop and inspection switches, alarm on the stop switch cover, broken step chain switches, key start switches, and brake temperature switch.

## **GUIDANCE AND ALIGNMENT SYSTEMS**

All step chains, guidance and alignment components and demarcation lights. Balustrades and decks will be examined and adjusted, aligned, and fastened as needed.

## **HOURS OF SERVICE**

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

## **SERVICE REQUESTS (CALLBACKS)**

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

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

KONE will make every effort to respond to service requests within the following time frames: 1 hour for entrapments and 2 hours for non-emergency calls during regular work days and times of the elevator trade; 2 hours for entrapments and 4 hours for non-emergency calls after hours, on weekends and holidays.

## **TESTS**

KONE will perform the following tests on the Equipment. KONE is not liable for any property damage or personal injury, including death, resulting from any test. KONE will coordinate and schedule third party inspectors as requested by customer.

### **HYDRAULIC ELEVATOR**

A pressure relief test and a yearly leakage test as required by applicable code. Monthly fire service testing.

### **TRACTION ELEVATOR**

An annual no load test as required by applicable code. Monthly fire service testing.

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

### **ESCALATOR**

An annual Escalator Step/Skirt Performance Index Test as required by applicable code.

## **ANNUAL INSPECTIONS**

KONE to schedule 3<sup>rd</sup> party inspections annually, if customer approves additional cost per month on page 1 of the US Communities attachment A.

## **REPORTING SERVICES**

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

## **EXCLUSIONS**

The following are excluded from the scope of services.

### **GENERAL**

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

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

### **OBSOLESCENCE**

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

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component 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, or the OEM designates the component as obsolete. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. The component that replaces the obsolete components is covered under this Agreement.

### **ELEVATOR**

Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; 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.

### **ESCALATOR AND POWERWALK**

Refinishing, repairing, replacing or cleaning balustrades, pits, pans; side plate devices; decks; skirt panels; anti-slide devices; brushes; guards and damage or deterioration to skirt deflector brushes. KONE is not obligated to perform an escalator clean down, or do any work to bring the equipment in compliance with the escalator step/skirt performance index or loaded gap values required by code. Purchaser will use the escalators for the sole purpose of transporting passengers.

### **REMOTE MONITORING**

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

### **SAFETY**

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

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

### **NOTICE OF MALFUNCTION OR INJURY**

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

### **THIRD PARTY SERVICES**

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

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

### **NON-KONE EQUIPMENT**

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams and (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE. 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.

### **REPAIRS - OUTSIDE THE SCOPE OF WORK:**

*"If repair is needed outside of the scope of this contract, the contractor must expedite repair cost in writing to the Fort Bend County Authorized Representative for processing of a purchase order prior to any work being performed."*



**ELEVATOR AND ESCALATOR MAINTENANCE AND SERVICES**  
**Executive Summary**

**Lead Agency:** City of Kansas City, MO

**Solicitation:** RFP # EV2516

**RFP Issued:** May 1, 2018

**Pre-Proposal Date:** May 15, 2018

**Response Due Date:** June 8, 2018

**Proposals Received:** 1

**Awarded to:** Kone, Inc.

The City of Kansas City, Missouri Procurement Services Division issued RFP #EV2516 on May 1, 2018, to establish a national cooperative contract for Elevator and Escalator Maintenance and Services.

The solicitation included cooperative purchasing language in Section 3 - U.S. Communities and Section 22 - Cooperative Procurement with other jurisdictions.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Kansas City website
- US Communities Website
- Business Tribune, Oregon
- Daily Journal of Commerce, WA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA

On June 8, 2018 proposals were received from the following offerors:

- Kone, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Kone, Inc. and proceeding with contract award upon successful completion of negotiations.

The City of Kansas City, U.S. Communities and Kone, Inc. successfully negotiated a contract, and the City of Kansas City executed the agreement with a contract effective date of December 1, 2018.

Contract includes:

- Comprehensive elevator and escalator maintenance/services for vertical transportation needs
- Maintenance and safety inspections and certification programs
- Elevator phone monitoring 24x7x365

- GPS Proximity dispatching of Technician for fastest response time for entrapment
- Automatic emails to designated personnel every time a technician provides maintenance, callback or repair services
- Kone Care 24/7 Connect utilizing IBM Watson technologies and data analytics
- Online training

Term:

Initial five (5) year agreement from December 1, 2018 through November 30, 2024 with the option to renew for three (3) additional two-year periods through November 30, 2030.

Pricing/Discount:

- Fixed pricing for years 1-3 of contract. 3.25% price adjustment in year 4 and no increase in year 5. See pricing term for years 6-11.

OMNIA Partners, Public Sector Web Landing Pages:

<https://www.omniapartners.com/publicsector/contracts/supplier-contracts/kone>

**Term: April 1, 2022 through March 31, 2023**

Elevators													
Dover													
Building	Address	ELBI #	Decal #	Type of Unit	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Price per Month	Annual Total
Sheriff's Office-West Tower	1410 Richmond Parkway Richmond TX 77469	6437	024999/Ele #3	Passenger	Traflomatic	CE2164	Electric	200	5000	2	6	\$ 309.75	\$ 3,717.00
		6437	024998/Ele #4	Passenger	T4	CE2165	Electric	200	5000	2	6	\$ 309.75	\$ 3,717.00
		6437	024997/Ele #5	Passenger	T4	CE2166	Electric	200	5000	2	6	\$ 309.75	\$ 3,717.00
Annual State Inspections, Traction/Electric, price per each		12940										\$ 232.31	\$ 696.93
Dover Total Monthly Maintenance Expense:												\$ 929.25	
Dover Total Annual Maintenance Expenses:												\$11,151.00	
Dover Total Annual Inspection Expense:												\$ 696.93	
Dover Total Annual Maintenance Expense Including Inspections:												\$11,847.93	



Kone													
Building	Address	ELBI #	Decal #	Type of Unit	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Price per Month	Annual Total
Historical Courthouse	401 Jackson Richmond, TX 77469	415	81597	Passenger	KCM	20362157	Hydraulic	100	2500	1	3	\$ 118.74	\$ 1,424.88
Sheriff's Office-East Tower	1410 Richmond Parkway Richmond TX 77469	34867	72521/Ele #8	Passenger	Mono Space	20269784	Electric	350	4500	1	5	\$ 309.75	\$ 3,717.00
		34867	72522/Ele #7	Passenger	Mono Space	20269785	Electric	350	4500	1	5	\$ 309.75	\$ 3,717.00
		34867	72523/Ele #6	Passenger	Mono Space	20269786	Electric	350	4500	1	9	\$ 309.75	\$ 3,717.00
Sheriff Office-Administration	1840 Richmond Parkway Richmond TX 77469	43289	99418/Ele #2	Passenger	Ecospace	43287749	Electric	150	3500	1	3	\$ 309.75	\$ 3,717.00
		43289	99419/Ele #2	Passenger	Ecospace	43287750	Electric	150	3500	1	3	\$ 309.75	\$ 3,717.00
Justice Center	1422 Eugene Heimann Cir Richmond 77469	41252	94505	Passenger	Ecospace	42705540	Electric	150	2500	1	2	\$ 309.75	\$ 3,717.00
		41252	96228	Passenger	ICS	43065338	Electric	150	2500	1	3	\$ 309.75	\$ 3,717.00
		41252	96229	Passenger	ICS	43065339	Electric	150	2500	1	3	\$ 309.75	\$ 3,717.00
Annual State Inspections, Traction/Electric, price per each		12940										\$ 232.31	\$ 1,858.48
Annual State Inspections, Hydraulic price per each		12941										\$ 154.88	\$ 150.00
Kone Total Monthly Maintenance Expense:												\$ 2,596.74	
Kone Total Annual Maintenance Expense:												\$31,160.88	
Annual Inspections Expense:												\$ 2,008.48	
Kone Total Annual Maintenance Expense Including Inspections Expense:												\$33,169.36	

Elevators (cont'd)													
Schindler													
Building	Address	ELBI #	Decal #	Type of Unit	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Price per Month	Annual Total
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35193	75495/Ele #1	Passenger	330A	F0739-01	Hydraulic	150	2500	1	3	\$ 118.74	\$ 1,424.88
		35193	75496/Ele #2	Passenger	330A	F0739-02	Hydraulic	150	2500	1	3	\$ 118.74	\$ 1,424.88
		35193	75494/Ele #3	Passenger	330A	F0740-03	Hydraulic	150	2500	1	2	\$ 118.74	\$ 1,424.88
		35193	75497/Ele #7	Passenger	330A	F0742-07	Hydraulic	150	2500	1	3	\$ 118.74	\$ 1,424.88
		35193	75499/Ele #4	Passenger	400A	F0737	Electric	200	4500	1	5	\$ 309.75	\$ 3,717.00
		35193	75500/Ele #5	Passenger	400A	F0738	Electric	200	2500	1	5	\$ 309.75	\$ 3,717.00
		35193	75498/Ele #6	Passenger	330A	F0741	Hydraulic	150	2500	1	4	\$ 118.74	\$ 1,424.88
		35193	080101/Ele #8	Passenger	330A	F0743	Hydraulic	150	3500	1	3	\$ 118.74	\$ 1,424.88
		35193	080534/Ele #9	Passenger	330A	G0978	Hydraulic	150	2500	1	4	\$ 118.74	\$ 1,424.88
Justice Center Parking Garage	1418 Eugene Heimann Cir Richmond 77469	33037	074415/Ele #1	Passenger	330A	F1223	Hydraulic	150	3500	1	4	\$ 118.74	\$ 1,424.88
Precinct 1	1517 Eugene Heimann Cir Richmond 77469	31336	062696/Ele #1	Passenger	330A	E2145-01	Hydraulic	100	2500	1	2	\$ 118.74	\$ 1,424.88
Gus George Academy	1521 Eugene Heimann Cir Richmond 77469	33161	069520/Ele #1	Passenger	330A	E9435-01	Hydraulic	100	2500	1	2	\$ 118.74	\$ 1,424.88
		33161	069521/Ele #2	Passenger	330A	E9435-02	Hydraulic	100	2500	1	2	\$ 118.74	\$ 1,424.88
Tax Office	1517 Eugene Heimann Cir Richmond 77469	32194	62619/Ele #1	Passenger	330A	E6302	Hydraulic	100	2500	1	2	\$ 118.74	\$ 1,424.88
Missouri City Annex	307 Texas Parkway Missouri City 77489	33517	074431/Ele #1	Passenger	330A	F0917-01	Hydraulic	125	3500	1	2	\$ 118.74	\$ 1,424.88
Precinct 4	12919 Dairy Ashford Sugar Land 77478	30502	066067/Ele #1	Passenger	330A	D7254-01	Hydraulic	100	2500	1	2	\$ 118.74	\$ 1,424.88
Jane Long	500 Liberty St Richmond 77469	4447	069526/Ele #1	Passenger	330A	F4054-01	Hydraulic	100	2500	1	3	\$ 118.74	\$ 1,424.88
Missouri City Library	1530 Texas Parkiway Missouri City 77489	43259	94525	Passenger	3300	L6146	Electric		3000	1	3	\$ 325.24	\$ 3,902.88
Annual State Inspections, Traction/Electric price per each		12940										\$ 232.31	\$ 696.93
Annual State Inspections, Hydraulic price per each		12941										\$ 154.88	\$ 2,323.20
Schindler Total Monthly Maintenance Expense:												\$ 2,725.84	
Schindler Total Annual Maintenance Expense:												\$32,710.08	
Schindler Total Annual Inspection Expense:												\$ 3,020.13	
Schindler Total Annual Maintenance Expense Including Inspections Expense:												\$35,730.21	

<b>Elevators (cont'd)</b>
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## Section 4: US/Simplex

Building	Address	ELBI #	Decal #	Type of Unit	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Price per Month	Annual Total
East End Annex	303 Texas Parkway Missouri City 77489	11755	25861	Passenger	Ascension 1000	288469	Hydraulic	100	2000	1	2	\$ 118.74	\$ 1,424.88
Annual State Inspections, Hydraulic price per each		12941										\$ 154.88	\$ 150.00
US/Simplex Total Monthly Maintenance Expense:												\$ 118.74	
US/Simplex Total Annual Maintenance Expense:												\$ 1,424.88	
US/Simplex Total Annual Inspection Expense:												\$ 154.50	
Schindler Total Annual Maintenance Expense Including Inspections Expense:												\$ 1,574.88	

## Section 5: ThyssenKrupp

Building	Address	ELBI #	Decal #	Type of Unit	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Price per Month	Annual Total
Travis Annex	309 S 4th St Richmond 77469	416	066564/Ele #1	Passenger	TAC 50	BX0672	Electric	350	3000	1	7	\$ 309.75	\$ 3,717.00
		416	066565/Ele #2	Passenger	TAC 50	BX0673	Electric	350	3000	1	7	\$ 309.75	\$ 3,717.00
		416	066554/Ele #3	Passenger	TAC 50	BX0674	Electric	350	3000	1	8	\$ 309.75	\$ 3,717.00
Cinco Ranch Library	2620 Commercial Center Blvd Katy 77494	19202	53340	Passenger	TAC 20	ER 4532	Hydraulic	125	2500	1	2	\$ 118.45	\$ 1,421.40
Sienna Branch Library	8411 Sienna Springs Blvd Missouri City 77459	33684	71494	Passenger	TAC 20	EY 9722	Hydraulic	125	3500	1	2	\$ 118.74	\$ 1,424.88
University Branch Library	14010 University Blvd Sugar Land 77479	35557	69556	Passenger	TAC 32	EAT845	Hydraulic	110	3500	1	2	\$ 118.74	\$ 1,424.88
GML Administration Building	1003 Golfview Dr Richmond 77469	38004	87127/Ele# 1	Passenger	TAC 50	OBY151	Electric	150	2500	1	2	\$ 309.75	\$ 3,717.00
Sienna Annex	5855 Sienna Springs Way Missouri City 77459	33645	66410	Passenger	TAC 20	EX5241	Hydraulic	150	3500	1	2	\$ 118.74	\$ 1,424.88
Annual State Inspections, Traction/Electric, price per each		12940										\$ 232.31	\$ 929.24
Annual State Inspections, Hydraulic price per each		12941										\$ 154.88	\$ 619.52
ThyssenKrupp Total Monthly Maintenance Expense:												\$ 1,713.67	
ThyssenKrupp Total Annual Maintenance Expense:												\$20,564.04	
ThyssenKrupp Total Annual Inspection Expense:												\$ 1,548.76	
ThyssenKrupp Total Annual Maintenance Expense Including Inspections Expense:												\$22,112.80	



Wheelchair Lifts													
Genesis													
Building	Address	ELBI #	Decal #	Type of Unit	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Price per Month	Annual Total
Justice Center	1422 Eugene Heimann Cir Richmond 77469	35130	79407/Ele #1	Wheelchair Lift	LW-42	43845	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79406/Ele #2	Wheelchair Lift	LW-42	43855	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79420/Ele #3	Wheelchair Lift	LW-42	43852	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79418/Ele #4	Wheelchair Lift	LW-42	43841	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79417/Ele #5	Wheelchair Lift	LW-42	43853	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79416/Ele #6	Wheelchair Lift	LW-42	43843	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79410/Ele #7	Wheelchair Lift	LW-42	43856	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79409/Ele #8	Wheelchair Lift	LW-42	43846	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79413/Ele #9	Wheelchair Lift	LW-42	43847	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79412/Ele #10	Wheelchair Lift	LW-42	43859	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79411/Ele #11	Wheelchair Lift	LW-42	43818	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79408/Ele #12	Wheelchair Lift	LW-42	43858	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79415/Ele #13	Wheelchair Lift	LW-42	43854	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79414/Ele #14	Wheelchair Lift	LW-42	43844	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79419/Ele #15	Wheelchair Lift	LW-42	43839	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79421/Ele #16	Wheelchair Lift	LW-42	43850	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		35130	79422/ Ele #17	Wheelchair Lift	LW-42	73840	Electric	10	750	3	3	\$ 77.44	\$ 929.28
		Annual State Inspections, Wheel Chair Lift, price per each		12943									

Wheelchair Lifts (cont'd)													
Savario Ecospace													
Building	Address	ELBI #	Decal #	Type of Unit	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Price per Month	Annual Total
Justice Center	1422 Eugene Heimann Cir Richmond 77469	41252	102624/1WL	Wheelchair Lift	Ecospace	42705540	Electric	20	750	3	3	\$ 77.44	\$ 929.28
		41252	102625/2WL	Wheelchair Lift	Ecospace	42705541	Electric	20	750	3	3	\$ 77.44	\$ 929.28
Annual State Inspections, Wheel Chair Lift, price per each		12943										\$ 128.75	\$ 257.50
Garventa													
Building	Address	ELBI #	Decal #	Type of Unit	Model	Serial #	Drive Machine	Speed	Capacity	# of Car Openings	# of Floors	Price per Month	Annual Total
Justice Center	1422 Eugene Heimann Cir Richmond 77469 1st Floor Crt Rm	41252	94750	Wheelchair Lift	Gen-ls-us	78552-A	Electric	10	750	3	3	\$ 77.44	\$ 929.28
Landmark Community Center	100 Louisiana Street Missouri City	44903	94788	Wheelchair Lift	GEN-LS-US	84136	Electric	10	750	2	3	\$ 129.06	\$ 1,548.72
		44903	94790	Wheelchair Lift	GEN-LS-US	84137	Electric	10	750	2	2	\$ 113.58	\$ 1,362.96
		44903	94789	Wheelchair Lift	GEN-LS-US	84138	Electric	10	750	2	3	\$ 113.58	\$ 1,362.96
Annual State Inspections, Wheel Chair Lift, price per each		12943										\$ 129.06	\$ 516.24
Wheelchair Lift Total Monthly Maintenance Expense:												\$ 1,905.02	
Wheelchair Lift Total Annual Maintenance Expense:												\$22,860.24	
Wheelchair Lift Total Annual Inspections Expense:												\$ 2,968.38	
Wheelchair Lifts Total Annual Maintenance and Inspections Expense:												\$25,822.73	
Grant Total:												\$ 161,159.19	

updated 3/4/22