

EXHIBIT D



Attachment A

Attachment A to Supply Elevator, Escalator, Moving Walkway Services, repair or modernization under the U.S. Communities Program utilizing the Terms and Conditions of the City and County of Denver Master Contract (Reference GENRL-201414653-00 dated April 1st, 2014)

This Attachment A (collectively with the Contract referred to as the "Service Agreement") is entered into effective as of the 12th day of October, 2016 (the "Effective Date"), between the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Las Vegas ("UNLV" or "Participating Entity") and KONE Inc. ("Kone" or "Contractor")

BACKGROUND

Contractor was awarded a contract to provide elevator and maintenance and repair services (the "Contract") by the City and County of Denver, a municipal corporation of the State of Colorado (the "City") pursuant to the terms of RFP #0572U Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions through The U.S. Communities Government Purchasing Alliance (the "RFP"). The Board of Regents of the Nevada System of Higher Education, acting on behalf of University of Nevada, Las Vegas ("UNLV") is permitted to use the contracts of appropriate federal, state and local entities and consortiums with the agreement of the Contractor.

SCOPE OF AGREEMENT.

This Attachment adds UNLV as a participating entity under the Contract. This Attachment incorporates all the terms and conditions of the Contract except as modified herein.

APPLICABLE LAW

This Service Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of Nevada. Any and all disputes arising out of or in connection with this Service Agreement shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Contractor expressly consents to the jurisdiction of said court. References in the Contract to Colorado laws are hereby conformed to the applicable equivalent provision of Nevada laws.

SCOPE OF WORK:

PRIMARY CONTACTS. The parties' primary contacts under this Service Agreement are as follows (or as may be changed by written notice):

KONE Joe Thomas Branch Manager KONE, Inc. 1660 Helm Drive, Suite 900 Las Vegas, NV 89119	UNLV Sharrie Mayden, C.P.M. Director of Purchasing and Contracts University of Nevada, Las Vegas 4505 S. Maryland Parkway Las Vegas NV 89154-1033
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All legal notices under this Service Agreement must be sent by certified mail, return receipt requested, to the addresses above.

INDIVIDUAL CUSTOMER. UNLV shall be treated as an individual customer. UNLV shall have the same rights under the Contract as the City. Each of the City and UNLV shall be responsible for its own charges, fees, and liabilities. The City is not liable for any of the obligations of UNLV.

ENTIRE AGREEMENT. This Attachment including the Schedules, the Contract, and all associated orders placed by UNLV constitutes the entire agreement between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter. Any additional or inconsistent terms and conditions appearing in an order or in any acknowledgment or acceptance are void. This Attachment may be amended or altered only in a writing signed by both parties' authorized representatives. In the event of a conflict between this Attachment and the Contract, this the terms of this Attachment shall prevail.

ACCEPTANCE

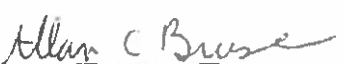
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

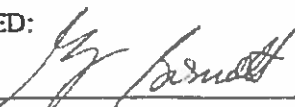
Service Agreement Effective Date: October 12, 2016


Service Agreement Number: KONE #41155725


UNLV Contract # 7705

The parties to this Service Agreement agree to the conditions contained herein:

Sign for on behalf of Participating Entity THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS RECOMMENDED: 

(Signature)
Allan C. Breese (Print Name)
Executive Director of Facilities Management
(Print Title)
Date: 9/27/2016
APPROVED: 
(Signature)
Gerry J. Bomotti
(Print Name)
Senior Vice President for Finance & Business
(Print Title)
Date: 9/27/16



KONE Inc.
(Submitted By) 
(Approved By) Authorized Representative
JOE THOMAS
(Name)
BRANCH MANAGER
(Title)
Date: 9/27/2016

SCHEDULE 1

SCOPE OF WORK

Preventative Maintenance Specific to UNLV

Contractor will be required to furnish all parts, materials, chemicals, tools, software, equipment, transportation, labor, insurance, and supervision required to inspect, maintain, service, and repair all elevators, escalators, dumbwaiters, wheelchair lifts and stage elevators for UNLV of Nevada Las Vegas Maryland Campus, Shadow Lane Campus, Athletics Facilities, Campus Housing, and all other facilities as determined by UNLV during the term of this Agreement.

Contractor shall utilize only trained, qualified, licensed, state certified and technically skilled journeymen directly employed and supervised by the Contractor. All supervision, repair parts, consumable materials, equipment, tools (hardware and software), and all expense items required to perform maintain, repair or service elevators, escalators, dumbwaiters and/or lifts covered by this Agreement shall be included unless otherwise specified.

Elevators, escalators, dumbwaiters and lifts in use on all UNLV properties were manufactured by various companies and may include generic and proprietary components. The Contractor will be required to maintain all of the equipment regardless of age, manufacturer, and the nature of the components (generic or proprietary) without exception. All equipment and/or tools required for maintaining the units identified herein or subsequently added is the sole responsibility of the Contractor.

The Contractor has accepted the equipment "as is" and may not claim the existence of a "pre-existing condition" to limit its maintenance responsibilities. Costs, if any, to bring existing and or added equipment to Contractor standards are to be incorporated into and reflected in the monthly cost.

Labor pricing is based on the services of a full-time, 40 hour per week "in-house" elevator technician to perform maintenance, repair and service work. The technician is to be named and will serve as UNLV's exclusive elevator services technician for all properties listed in this scope of work throughout the term of the Agreement. The named technician is expected to work exclusively on UNLV properties except in extreme circumstances, at which time they must secure UNLV's express permission to do so. The technician will inform UNLV whenever such circumstances arise and will provide alternative names and contact information for obtaining service. The Contractor will reserve the right to use technicians of their choosing as fill-ins for vacations and illnesses, as the on-call technician during off-hours, or whenever the assigned technician requires additional help. Should the assigned technician terminate employment before the term of this Agreement has expired, the Contractor must notify UNLV in writing with the name of the new permanent replacement technician. UNLV reserves the right to interview the Contractor's assigned technician. If there are concerns about the qualifications or performance of the assigned technician, UNLV shall have the right to request a replacement.

NOTE: The Contractor providing a full-time, in-house, 40 Hour dedicated service technician means no charges will be incurred for daytime vandalism or misuse except for materials, if required.

UNLV does not advocate the use of time-based, meter-based or remote monitoring systems, sensors or components as the sole determining factor for dispatching technicians to perform PM's, inspections and other work, or as a substitute for daily in-person observations and

actions. A large part of the technician's 40 hour work week will be spent performing housekeeping activities, on-site inspections and monitoring to determine current equipment condition and operation, detect problems and anomalies, and take immediate action as appropriate. UNLV believes this proactive type of maintenance helps reduce downtime, improves equipment reliability, and provides the level of service our campus community demands.

From time to time, UNLV will need to procure elevator, escalator, dumbwaiter and lift services for work outside the scope of this agreement consisting of new construction activities, renovations, modifications, or modernizations to existing units. UNLV can opt to utilize the services of the contracted Contractor for such work without formal bid so long as quoted prices are proven to be consistent with the current pricing structure of this agreement and the work does not exceed solicitation thresholds whereby additional bids would be required. In addition, if such work is a public work rather than ordinary maintenance, Contractor acknowledges that qualification with the Nevada State Public Works Division of the Department of administration is required. UNLV will always reserve the right to solicit bids and services from other elevator service providers as needs warrant and as State regulations mandate.

LICENSE REQUIRED

Contractor is required to hold the appropriate State of Nevada licenses and certifications as required for performing the services specified herein. The successful vendor will be required to maintain these during the term of this Agreement. Contractor is required to hold a license from the State of Nevada Contractor's Board in good standing. University shall be notified within 90 days of Contractor's License expiration date. Failure to renew expired license within the State of Nevada renewal period may result in termination of the Agreement.

WORK NOT COVERED BY AGREEMENT

Contractor shall not be required under this agreement to install new attachments as may be recommended or directed by insurance companies, Federal, State, Municipal or Governmental authorities, subsequent to the date of this agreement, unless compensated for such installation. Contractor shall not be responsible for the following work:

1. Repairs due to negligence, accident, misuse or vandalism of the equipment by other than the Contractor, his employees, sub-Contractors, servants or agents, or other causes beyond the Contractors control, except for ordinary wear and tear and the daytime vandalism exception noted in the Scope of Work. UNLV must be notified in advance of any work that may involve additional cost and be provided with a cost estimate. Price quotes must be consistent with the provisions contained herein. Work cannot commence until the Contractor receives approval from UNLV to do so.
2. Repair or replacement of building items, hoistways or machine room walls and floors, car enclosures, car finish, floor materials, hoistway entrance frames, doors and sills, telephone equipment, signal faceplates, underground feedlines, underground casings, underground wiring or conduits.
3. Main line and auxiliary disconnect switches, fuses and feeders to the control panels.
4. Lighting for machine/equipment room illumination.
5. Five year full load safety tests.

6. Replacement parts of a different design if the replacement request is originated by UNLV as an improvement or modernization.
7. Servicing of car enclosures (including removable panels), door panels, plenum chambers, hung ceilings, light diffusers, mirrors and carpets, and hoistway enclosures.

Contractor must notify UNLV should work be required due to any of the above conditions. Contractor shall maintain existing system to its as-built design unless otherwise directed by University.

PERFORMANCE SCHEDULE AND SEQUENCE OF WORK

1. Contractor shall commence maintenance on each piece of equipment described in Schedule 2 on the Effective Date.
2. Contractor may be asked to perform additional work as requested from time to time by University's written authorization. UNLV will provide a detailed description of work to be performed. Contractor will provide an estimate of cost, based on the agreed to hourly rated and % mark-up on parts, for performing non-Agreement work. Contractor's authorization to commence and invoice work shall be an approved University purchase order.
3. Contractor will perform all equipment PM's, checks, inspections, housekeeping duties and other work in accordance with industry standards, state regulations, and in-person observations on all UNLV Properties. Time-based, meter-based or other types of remote monitoring techniques used in the industry to dispatch technicians for such work will not be accepted as a substitute for daily in-person observations and actions. PM, inspection and log completion frequencies will be done in accordance with industry standard and state regulations. Housekeeping will be done as frequently as needed to keep units clean, functioning properly, and suitable for the riding public. Technician must complete all State OSHA Maintenance Control Program forms and all vendor Maintenance Logs on-site. Vendor Maintenance logs must also be kept in elevator control rooms at all times.

WORK ORDERS

Contractor must reconcile all open work orders generated by Facilities Management staff from their Computerized Maintenance Management System (CMMS) on a periodic basis. Contractor will also be asked to document any preventative maintenance work as well as state mandated inspections and tests performed per the provisions of this Agreement. Contractor shall make arrangements to visit the designated office twice per month to reconcile the open work order report.

DESIGNATED CONTACT

The designated contacts for questions pertaining to PM's, emergency services, routine service and equipment shall be addressed to the following people of the various Elevator Inventory Groups (A-J). These groupings also dictate how monthly invoicing is to be organized.

Contact the UNLV Public Safety Office if the primary Designated Contact is not available for Inventory groups A through K.

Public Safety Office*
Dispatcher
702-895-3668

Elevator Inventory Groups

- Group A: UNLV Main Campus State Supported Facilities
Frank Lucas, Assistant Director of Facilities
702-895-1472
- Group B: Sam Boyd Silver Bowl
Jeff Chalfant, Stadium Manager
702-895-4974
- Group C: Lied Athletics Bldg/Eller Media Stadium
Matt Ewing, Associate Facility Director
895-1044
- Group D: Cox Pavilion/Mendenhall Center
Matt Ewing, Associate Facility Director
895-1044
- Group E: Thomas & Mack Center
Matt Ewing, Associate Facility Director
895-1044
- Group F: Student Union
Keith McMath, Asst. Director, Student Union
702-956-4288
- Group G: Student Recreation & Wellness Center
Brandon Deroshia, Asst. Director
702-689-0717
- Group H: Student Life Residence Halls (Dorms)
On-Call Coordinator
702-210-1082
- Group I: Shadow Lane Campus
Kevin Raschko, Assistant Director of Facilities
702-774-2389
- Group J: Environmental Protection Agency
Frank Lucas, Assistant Director of Facilities
702-895-1472
- Group K: System Computing Services Building
Frank Lucas, Assistant Director of Facilities
702-895-1472

KEYS

A set of building keys is maintained at the Dispatch Office in the UNLV Public Safety Department Building on Harmon Avenue that is open 24-hours per day, seven days per week. After normal duty hours, weekends, and holidays, elevator Contractor technicians are required to stop by the UNLV Public Safety Department Dispatch Office and check out any needed keys at the time they are responding to service calls and/or performing routine or special maintenance.

PARKING PERMITS

The Contractor shall be responsible for purchasing an annual vendor parking permit per vehicle used on campus. Parking permit prices are subject to change each year and are set by UNLV Parking Services. All drivers/users must be familiar with the vehicle operational policies that are located on the Contractor Permit application form and University's Rules and Regulations. The permit allows the Contractor to park as close as reasonable on improved surfaces adjacent to the building in which work is being performed. Parking is prohibited in handicapped parking zones unless the Contractor has an authorized handicapped parking vehicle registration. Parking in designated fire lanes is authorized so long as the fire lane is not blocked and a twelve (12) foot wide clearance for fire protection vehicles is maintained. The Contractor shall not park in any "RED ZONE" at any time. Parking in specifically reserved parking spaces for UNLV VIPs is prohibited. Contractor is subject to and responsible for any tickets and fines incurred as a result of vehicle rules violations and infractions.

Contractor can opt to purchase and maintain a golf cart for use on the Maryland campus. The cart must be examined and registered by the UNLV Administrative Service Dept. All cart operators will be subject to the provisions of UNLV's Cart Safety program located on the Risk Management website at <http://rms.unlv.edu/occupational/cart>. Contractor will also be responsible for the cost of all cart maintenance, repairs and services. Carts can be stored overnight in the parking area behind the Campus Services Bldg. and charged on the existing cart rail for no charge.

PARKING AREAS

There are several improved surfaced areas at UNLV on which no vehicular traffic is allowed and are marked as such. The Contractor is responsible for becoming familiar with these locations. Areas include, but may not be limited to:

1. Pida Plaza: Located on the north side of the Moyer Student Union.
2. Landscaped Areas: All landscaped areas are off limits to vehicle traffic and parking.
3. Campus malls and other areas where signs indicate no vehicles are allowed.

ESCORTS

UNLV will not provide escorts to Contractor's personnel for routine and/or service call work on conveyance equipment. Escorts will be provided if special work warrants it, if particular areas/buildings on campus are cordoned off from public access for any reason, or if restrictions have been imposed by Parking Services. Such personnel are responsible for familiarizing themselves with the location of all conveyance equipment, equipment rooms, and access thereto. Campus maps are available for this purpose.

SPECIAL NOTE REGARDING THOMAS AND MACK CENTER & COX PAVILION

THE THOMAS AND MACK CENTER & COX PAVILION (ELEVATOR INVENTORY GROUP D) HAVE UNIQUE REQUIREMENTS IN THAT MAJOR USE OF ELEVATORS AND ESCALATORS IS OFTEN DURING A SCHEDULED EVENT. EVENT TIMES GENERALLY

RANGE FROM 6:00 PM UNTIL 12:00 AM (MIDNIGHT). THE CONTRACTOR MUST PERFORM MAINTENANCE WORK AROUND THESE EVENTS AND BE AWARE THAT CALLOUTS COULD OCCUR BEFORE OR DURING EVENTS.

ELEVATORS ADDED TO SERVICE AGREEMENT

New elevators, escalators and lift equipment pursuant to other construction contracts may be added to the elevator services agreement once UNLV takes official possession of them. It is possible that equipment built into newly constructed buildings may include short-term maintenance agreements by the manufacturer or installer as part of the purchase. Elevators, escalators or lifts that include such agreements will not be added to the elevator services Agreement until they expire. However, the Contractor is expected to answer calls for trapped riders in these units and assist with their extraction. Additionally, UNLV reserves the right to include such equipment to the elevator services agreement only if it's deemed to be in the best interest of UNLV.

The Contractor will be required to perform maintenance services to all equipment added to the elevator services agreement as agreed to by the Contractor and UNLV. The cost of maintenance services per added elevator, escalator and/or lift will be determined as follows:

If Contractor has submitted a price in their proposal for a unit of the same brand, model, size and functional type, this price will apply to the addition or;

If the unit to be added is dissimilar or unique to existing units, a cost proposal (based upon the rates provided herein) will be submitted by the Contractor for the equipment to be added for consideration by UNLV. Upon request of UNLV, Contractor will provide documentation substantiating the proposal.

TECHNICAL REQUIREMENTS

PREVENTIVE MAINTENANCE – ELEVATORS, DUMBWAITERS AND LIFTS

Contractor shall, a minimum of once a month, systematically examine, clean, lubricate and adjust all elevator equipment. All pits and car tops will also be cleaned a minimum of once a month. Machine rooms shall be kept clean at all times. Elevator hoistways shall be cleaned once a year. All indicator lights and signal gongs will be inspected and replaced as required at a minimum of once a month. Motors will be non-destruct tested once per year using a Megger to determine insulation resistance. Results will be documented and trend analyses performed to predict when replacement prior to failure is appropriate. Machine room equipment and floors shall be painted a minimum of once per Agreement term and shall be completed within 180 days of commencement of the Agreement and maintained in a manner acceptable to UNLV. All preventive maintenance and adjusting shall meet the minimum standards established by the Original Equipment Manufacturer of the elevator equipment.

PREVENTIVE MAINTENANCE – ESCALATORS

Contractor shall regularly and systematically examine, clean, lubricate and validate proper adjustment of all escalator components and adjust when needed. Pits will be cleaned a minimum of once per month. All chains will also be lubricated a minimum of once per month. Motors will be non-destruct tested once per year using a Megger to determine insulation resistance. Results will be documented and trend analyses performed to predict when replacement prior to failure is appropriate. Escalators will undergo a complete inspection and cleaning once per year, including the steps. Steps will be removed and examined for safety, wear and defect prior to re-installing.

REPAIR AND REPLACEMENT

Contractor shall repair or replace any worn and or defective equipment including but not limited to the following:

A. Elevators

1. Machine, worm gear, thrust bearings, drive sheave, shaft bearings, brake pulley, brake coil, brake contact, linings and component parts.
2. AC and DC motors and generators, motor windings, rotating elements, commutators, field coils, brushes, brush holders, and bearings.
3. Selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape, traveling cable, other mechanical or electrical operating equipment, including printed circuit boards.
4. Governor, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, governor cable and car safeties.
5. Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, compensating sheave assembly, counterweight, hoist ropes, compensating ropes and chains, load weighing equipment, car frame, car safety mechanism, platform and all car and counterweight shoes or roller guides.
6. Door operator, clutch assemblies, pick up rollers, interlocks, hoistway door hangers, bottom door guides, safety edges, door detectors, electric eyes, astragals, auxiliary door closers, position indicators, push buttons, access switches, inspection stations and car top fans, emergency light unit and battery.
7. Elevator pump, motor, motor windings, plunger, plunger packing, V-belts, strainers, valves, scavenger pumps, return lines, zero pressure valves, mufflers, and hydraulic fittings and seals.
8. All parts required for the elevators, dumbwaiters, wheel chair lifts and stages listed within this agreement are included as part of the agreement unless they are specifically excluded herein.
9. No flexible hoses shall be used in lieu of rigid piping having properties such that a safety factor not less than that calculated per 8.2.8.5 ASME 17.1 – 2000 is achieved.

Note: Brake and sheave assemblies are to be cleaned and adjusted quarterly.

B. Escalators

1. Escalator steps, step treads, comb plates, step frames, axles, bearings, step chains, chain rollers, main drive chains, chain sprockets, handrail inlet doors, step chain track and brushes.
2. Sensing devices such as skirt switches, slack chain switches, overspeed, non-reversing, handrail inlet and brake switches.
3. Controller components including relays, solid state components, starter relays, control fuses, and printed circuit boards.
4. Demarcation strips, lights, and skirt lights.
5. Inspection stations, key switches, alarms, caution and restrictive decals, stop switches and covers.
6. Drive motor (stator and rotor), drive motor bearings, windings, drive sprockets and seals.
7. Newel sheave bearings, seals and newels.
8. Handrails, handrail guides and drive chains.

PARTS INVENTORY REQUIREMENTS (ELEVATORS AND ESCALATORS)

Contractor agrees to the following requirements and authorization of parts used in the Work:

1. Major Components Parts (Electrical): Motor and generator armatures are to be readily available. Should field coils and armatures be rewound or repaired by a qualified motor rewind shop, Contractor must cause the repairs to be completed within five (5) working days.
2. Major Component Parts (Mechanical): If Contractor does not have machine gears, frames, sheaves, cabs, rails and similar mechanical components in stock, Contractor must provide University with current information of sources for these items which can be obtained within two (2) working days.
3. Special Electrical Parts: Contractor acknowledges that elevator control systems contain solid state printed circuit modules. Contractor agrees to maintain in inventory a sufficient amount of modules and component parts to replace and or repair any of these units should failure occur. SCR Drive Components are to be inventoried in the Contractor's warehouse.
4. Job Materials Inventory: Contractor shall maintain a supply of contacts, coils, generator and motor brushes, lubricants, wiping cloths and minor parts in each elevator machine room, properly stored in an approved parts cabinet.
5. Diagnostic/Communication Tools: Contractor agrees to obtain and maintain any and all diagnostic and/or communication tools including software and hardware necessary to determine the condition of elevators and escalators and provide maintenance.
6. Spare Parts Inventory: Contractor shall maintain a supply of genuine Original Equipment Manufacturer (OEM) replacement parts in their warehouse inventory. This inventory will include, but not be limited to, generator rotating elements, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, selector tapes, door hangers, rollers, hoistway limit switches. Such replacement parts will be kept in warehouse inventory or available from their manufacturing facilities. Regardless of the location of the stored parts, they shall be available on the jobsite within forty-eight (48) hours from the time of need.
7. Replacement Parts Policy: Contractor will not alter equipment parts and OEM design with other manufacturers' parts or design unless OEM has discontinued the item and the parts are no longer available. Parts manufactured by companies other than the OEM but supplied to the OEM as part of their overall product may be acceptable if said part is of the same design and character. Relays, selector parts, coils, rollers, touch buttons, proximity edges, and various other parts are duplicated by other nationally recognized manufacturers and, upon written authorization from UNLV or UNLV's representative, may be used in lieu of OEM parts.
8. Diagnostic Tools: On any elevator requiring a diagnostic tool for service, repair or adjusting, the Contractor agrees to have this tool and one set of spare boards readily available, as required for the entire term of this Agreement. Any board that is used out of this stock will be replaced within 48 hours.
9. Escalator step and/or step treads, combs and sensing devices shall be kept in stock. Contractor must provide UNLV with information of sources for handrails and their availability.

MODIFICATIONS APPROVALS

Should Contractor request or wish to make any change, modification, or addition to the existing elevator equipment, Contractor must submit a written "Request to Modify" proposal to UNLV for Approval. A "Request to Modify" must state the reason why Contractor wishes to change a component. Complete information of the new proposed component and a guarantee of responsibility by Contractor for said component changes are required.

CODE TESTING REQUIRED

Contractor shall perform all State, Local and ASME A17.1 required testing as applicable. Such testing shall include, but not be limited to, full load, no load, and hydraulic load tests on elevators and the annual test and inspection of escalators. Only those Codes that are in force at the time this agreement is signed are applicable.

1. ASME A17.1 (Latest edition): Contractor shall test Fireman’s Return Phase I and II, a minimum of once a year, and notify University prior to conducting such test. Any and all required corrections shall be the responsibility of the Contractor and shall be corrected at no additional charge to UNLV (Contractor will not be responsible for smoke/heat lobby detectors or fire alarms systems).

ELEVATOR FIRE SERVICE SYSTEMS TESTING

Contractor shall perform monthly testing of elevator fire service systems and maintain documentation at each elevator as required by the Nevada State Licensing Department.

COMMUNICATIONS SYSTEM TESTING

Contractor shall perform monthly testing of elevator communications systems, insuring they work properly and report to the Public Safety Office or other approved reporting point. Contractor shall notify the Facilities Management Department when repairs are needed to these systems.

PERFORMANCE REQUIREMENTS

The Contractor agrees to maintain the minimum requirements of each elevator, dumbwaiter, wheel chair lift and stage as described per the original manufacturer's original installation criteria. This pertains to:

- | | |
|---------------------------|-----------|
| 1. Brake to Brake Time | (Seconds) |
| 2. Floor to Floor Time | (Seconds) |
| 3. Door Open Times | (Seconds) |
| 4. Door Close Times | (Seconds) |
| 5. Hall Call Dwell Time | (Seconds) |
| 6. Door Pressure | (Pounds) |
| 7. Performance Times Up | (Seconds) |
| 8. Performance Times Down | (Seconds) |
| 9. Nudging | (Seconds) |

Note: (Performance Times are measured from doors start to close, car travels one floor and doors 3/4 open at floor)

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive, with smooth checking at the extremes of travel. Contractor shall assign a supervisor to examine all equipment semi-annually, as a minimum requirement. Results of the inspection shall be submitted to UNLV within thirty (30) days from completion of Supervisors inspection.

TROUBLE CALL SERVICE

The Contractor will furnish trouble call service:

1. Monday through Friday 8:00 AM to 5:00 PM (regular hours), and
2. After regular hours as required.
UNLV will pay the premium portion of the hourly cost of labor for trouble calls after normal working hours. Contractor will be responsible for the "Straight Time" portion of hourly labor costs under both 1 and 2 above.
3. Misuse or vandalism calls – Monday through Friday, 8:00 a.m. – 5:00 p.m. will not be billed except for materials and/or special crews, if required (this assumes a full time service technician is assigned to UNLV as is required by this RFP).

Note: Travel time shall not be included and Overtime hours shall reflect only the time spent at the job site.

SERVICE CALLS/RESPONSE TIME

Contractor shall have a mechanic at the job site within fifteen (15) minutes of any trouble call request made by UNLV during regular business hours and within one (1) hour during off hours. In the event of an "occupied" condition, Contractor shall make every effort possible to respond directly and within five (5) minutes during regular business hours and within thirty (30) minutes during off hours. UNLV reserves the right to engage university technicians, Police Services, and the Clark County Fire Department to expedite the extraction of passengers.

The Contractor is required to notify the Designated Contact and/or originating office of the service call when the elevator/escalator/lift is taken off-line and the reasons why. Contractor will also notify the Designated Contact when the unit is returned to service. Any unit left off-line for periods greater than 8 hours will require the Contractor to provide UNLV with an estimate as to the duration of the shutdown.

HOURS AND MANNER OF WORK

1. Regular Working Hours: All preventive maintenance, inspections, repairs, routine adjusting and services shall be performed Monday through Friday from 8:00 AM to 5:00 PM. Elevators cannot be removed from service without the permission of UNLV.
2. Normal Service Days: Currently, these are considered to be Monday through Friday, excluding holidays. Contractor and UNLV shall jointly determine such days of the week should changes to schedules and working conditions be warranted. Changes to this schedule cannot be made without the prior consent of UNLV.

MACHINE ROOM LOGS

The Contractor shall provide and keep current, dated on a per visit basis, the following logs which will be located in the appropriate elevator machine rooms, or in the case of dumbwaiters, wheel chair lifts and stages, the logs will be located in the closest elevator machine room. Escalator logs will be kept in a packet affixed to the individual controllers.

1. Maintenance Logs: This log will be provided for each elevator, dumbwaiter, escalator, stage and chair lift. The Contractor will check off all work completed during each maintenance visit. The check means inserting the date in the area indicating what task was performed.
2. Trouble Call/Repair Logs: This log will be provided for each elevator, dumbwaiter, escalator, stage and chair lift. Each trouble call answered shall be logged on the

appropriate machine room Trouble Call/Repair Log including the corrective action taken, and dated. All repairs and/or adjustments performed on the elevators shall be logged with the description of the repair and/or adjustments with the date that the work was performed.

3. Fire Recall Log; Phase I and Phase II: This log will be provided for each elevator that has Fireman's Service. Each elevator that is equipped with Fireman's Service will be tested on Phase I and Phase II, if the elevator is equipped with Phase II. The date of the test shall be recorded. The Contractor will not be held responsible for the lobby smoke detectors.

All repair work completed on each of the units listed herein will be listed on the trouble call log. Any special logs provided by UNLV shall also be signed by the Contractor. The Contractor may be requested to review the trouble call logs with UNLV's representative for this property at any time. The Contractor will make time for this in a reasonable manner as requested.

MODIFICATION AND UPGRADES

Modifications and/or door replacements and removal of door protective devices shall be in accordance with sections 2.27.3 through 2.27.8 and sections 2.13.4.2.1 through 2.13.5.4 of the ASME A17.1-2000 code (This code date will be upgraded as new codes are published). The Contractor will be required to submit a written and signed confirmation to UNLV upon completion of the rework that authenticates conformance to the code prior to submitting an invoice for said work.

WIRING DIAGRAMS

The as-built wiring diagrams for this project are the property of UNLV and are to remain on the jobsite at all times. Any circuit changes, upgrades or modifications to the system shall be noted on the wiring diagrams. Failure to comply with this requirement may result in termination of this agreement.

If the Contractor's services are terminated, the Contractor must provide UNLV with the corrected, updated wiring diagrams at no additional cost. Final payment to the Contractor will be withheld until this requirement is met.

REMOVAL OF RUBBISH AND USED PARTS

The Contractor shall remove from the facility all rubbish generated in performing the work specified by this Agreement. Any part or component of a vertical transportation system that is removed and replaced under the terms of this agreement shall become the property of the Contractor and, as such, shall be promptly removed from the premise at the Contractor's expense. The Contractor agrees to dispose of the aforementioned equipment and rubbish in accordance with any and all applicable Federal, City, State and Municipal environmental regulations. The Contractor accepts all liability that may result from disposing of said material(s) including any hazardous materials. Materials shall not be disposed of at job site.

NEW CONSTRUCTION REVIEWS

The Contractor shall assist the Facilities Management and Planning and Construction Departments as requested with schematic and drawing reviews for new construction or as other needs arise. The Contractor will lend their expertise to insure that all UNLV specifications are being adhered to, that building designs include appropriate and adequate structure, space and support equipment for new units, and that all safety and regulatory codes are being addressed. Additionally, the Contractor will help insure that UNLV is specifying appropriate units for their

proposed use, that such units can be easily maintained by the Contractor in a cost effective manner, and that the best interests of UNLV are being considered.

SAFETY TESTS

Annual safety tests (hydraulic and traction) are included in the Service Agreement as part of the quoted price per unit in the pricing schedule.

The cost of 5 year Safety Load Tests (traction and hydraulic units with rupture valves only) are an additional expense to be borne by UNLV per State requirements each instance per unit as set forth in the Agreement.

Schedule 2
Elevator/Escalator/Lift List

	Monthly	Yearly
Main Campus	\$ 14,875.00	\$ 178,500.00
Sam Boyd	\$ 705.00	\$ 8,460.00
Lied Athletics & EM Softball	\$ 278.00	\$ 3,336.00
Cox Pavilion & Mendenhall	\$ 561.00	\$ 6,732.00
TMC	\$ 3,316.00	\$ 39,792.00
SU	\$ 556.00	\$ 6,672.00
Rec & Wellness	\$ 330.00	\$ 3,960.00
Res Halls/Dorms	\$ 2,564.00	\$ 30,768.00
Shadow Lane	\$ 1,007.00	\$ 12,084.00
EPA	\$ 278.00	\$ 3,336.00
Systems Computing Services	\$ 139.00	\$ 1,668.00
Total	\$ 24,609.00	\$ 295,308.00

Schedule 2
Elevator/Escalator/Lift List, Group A, UNLV State Supported Facilities

Agency	Location	Description	Type	Manufacturer	Installed	Age	Price/Mo	Price/Yr
ARC	Paul B. Sogg Architecture	ELEVATORS - PAX 2500 LBS. AMLIFT/MCE	Hydraulic	AMLIFT	01/01/87	20	\$ 139.00	\$ 1,668.00
ARC	Paul B. Sogg Architecture	ELEVATORS - PAX 2500 LBS. AMLIFT/MCE	Hydraulic	AMLIFT	01/01/87	20	\$ 139.00	\$ 1,668.00
BEH	Frank and Estelle Beam Hall	ELEVATORS - FREIGHT 4500 LBS. DOVER HYDRO	Hydraulic	DOVER	01/01/82	35	\$ 283.00	\$ 3,398.00
BEH	Frank and Estelle Beam Hall	ELEVATORS - PAX 2500 LBS. DOVER/MCE: GEARED	Traction	DOVER	01/01/89	28	\$ 283.00	\$ 3,398.00
BEH	Frank and Estelle Beam Hall	ELEVATORS - PAX 2500 LBS. DOVER/MCE: GEARED	Traction	DOVER	01/01/82	35	\$ 283.00	\$ 3,398.00
BHS	Rod Lee Bigelow Health Science	ELEVATORS - PAX 2500 LBS. MECO MIPROM GEARED	Traction	MONTGOMERY	01/01/81	28	\$ 283.00	\$ 3,398.00
BHS	Rod Lee Bigelow Health Science	ELEVATORS - PAX 4000 LBS MECO MIPROM GEARED	Traction	MONTGOMERY	01/01/91	28	\$ 283.00	\$ 3,398.00
BPB	Robert L. Bigelow Physics	ELEVATORS - PAX 4500 LBS. AMLIFT/MCE	Hydraulic	AMLIFT	01/01/94	23	\$ 138.00	\$ 1,668.00
BSL	Boyd School Of Law Classroom Building	ELEVATORS - 2500 LBS ELEVATORS - PAX 4000 LBS, MECO/MIPROM 2	Hydraulic	DOVER/THYSSEN	08/01/02	14	\$ 139.00	\$ 1,668.00
CBC	Classroom Building	ELEVATORS - PAX 3000 LBS, MECO/MIPROM 2	Hydraulic	MONTGOMERY	01/01/94	23	\$ 139.00	\$ 1,668.00
CBC	Classroom Building	ELEVATORS - PAX 3000 LBS, MECO/MIPROM 2	Hydraulic	MONTGOMERY	01/01/94	23	\$ 139.00	\$ 1,668.00
CBC	Classroom Building	ELEVATORS - PAX 3000 LBS, MECO/MIPROM 2	Hydraulic	MONTGOMERY	01/01/94	23	\$ 139.00	\$ 1,668.00
CBC	Classroom Building	ELEVATORS - PAX 3000 LBS, MECO/MIPROM 2	Hydraulic	MONTGOMERY	01/01/94	23	\$ 139.00	\$ 1,668.00
CEB	Carlson Education Building	ELEVATORS - PAX 2500 LBS, MECO/EC	Hydraulic	U.S. ELEVATOR	01/01/72	45	\$ 139.00	\$ 1,668.00
CEB	Carlson Education Building	ELEVATORS - PAX 2500 LBS, ESEC/EC	Hydraulic	U.S. ELEVATOR	01/01/72	45	\$ 139.00	\$ 1,668.00
CHE	Chemistry Building	ELEVATORS - PAX 2500 LBS	Hydraulic	HAUGHTON	01/01/71	48	\$ 139.00	\$ 1,668.00
CSB	Campus Services Building	ELEVATORS - PAX 4500 LBS ELEVATORS - PAX 3000 LBS, MECO/EC GEARED	Hydraulic	OTIS	01/01/00	17	\$ 138.00	\$ 1,668.00
FDH	Flora Dungan Humanities	ELEVATORS - PAX 3000 LBS, MECO/EC GEARED	Traction	MONTGOMERY	01/01/71	48	\$ 283.00	\$ 3,398.00
FDH	Flora Dungan Humanities	ELEVATORS - PAX 3000 LBS, MECO/EC GEARED	Traction	MONTGOMERY	01/01/71	48	\$ 283.00	\$ 3,398.00
FDH	Flora Dungan Humanities	ELEVATORS - PAX 3000 LBS, MECO/EC GEARED	Traction	MONTGOMERY	01/01/74	43	\$ 283.00	\$ 3,398.00
FND	Foundation Building	ELEVATORS - PAX 3500 LBS, DMC 1	Hydraulic	DOVER	01/01/00	17	\$ 138.00	\$ 1,668.00
GRA	Achie C. Grant Hall	ELEVATORS - PAX 2500 LBS	Hydraulic	ESCO	01/01/81	38	\$ 139.00	\$ 1,668.00
GUA	Greenup College of Urban Affairs	ELEVATORS - PAX 2500	Traction	Schindler	08/30/08	8	\$ 412.00	\$ 4,944.00
GUA	Greenup College of Urban Affairs	ELEVATORS - PAX 2500	Traction	Schindler	08/30/08	8	\$ 412.00	\$ 4,944.00

Schedule 2
Elevator/Escalator/Lift List, Group A, UNLV State Supported Facilities

Facility	Description	Type	Manufacturer	Installed	Age	Original Cost	Current Price
GUA	Greenapum College of Urban Affairs	ELEVATORS - PAX 2100	Schindler	09/30/08	8	\$ 175.00	\$ 2,100.00
HCH	Artemus W. Ham Concert Hall	LIFTS - STAGE LIFT	DOVER	01/01/76	41	\$ 283.00	\$ 3,398.00
HCH	Artemus W. Ham Concert Hall	LIFTS - WHEEL CHAIR LIFT - 750 LBS	GT	01/01/88	21	\$ 103.00	\$ 1,238.00
HCH	Artemus W. Ham Concert Hall	LIFTS - WHEEL CHAIR LIFT - 750 LBS	PORCH LIFT	08/30/02	14	\$ 103.00	\$ 1,238.00
HCH	Artemus W. Ham Concert Hall	LIFTS - WHEEL CHAIR LIFT - 750 LBS	PORCH LIFT	08/30/02	14	\$ 103.00	\$ 1,238.00
HFA	Alta Ham Fine Arts	ELEVATORS - PAX 3500 LBS	ESCO	01/01/81	38	\$ 139.00	\$ 1,668.00
JB1	Judy Beyer Theatre	LIFTS - STAGE LIFT, MECOMCE	MONTGOMERY	01/01/72	-55	\$ 283.00	\$ 3,398.00
LBC	Lynn Bennett Childhood Dev Ctr	ELEVATORS - PAX 2500 LBS, TAC 20	THYSSEN	02/08/04	13	\$ 139.00	\$ 1,668.00
LFG	Lilly Foxp Geoscience	ELEVATORS - PAX 2000 LBS	ESCO	01/01/81	38	\$ 139.00	\$ 1,668.00
LLB	Lied Library Building	ESCALATORS - 32' - UP	N/A	01/01/00	17	\$ 618.00	\$ 7,416.00
LLB	Lied Library Building	ELEVATORS - FREIGHT 8000 LBS, THYSSEN/MCE GEARED	THYSSEN	01/01/89	18	\$ 283.00	\$ 3,398.00
LLB	Lied Library Building	ELEVATORS - PAX 3500 LBS, THYSSEN/MCE GEARED	THYSSEN	01/01/00	17	\$ 283.00	\$ 3,398.00
LLB	Lied Library Building	ESCALATORS - 32' - DOWN	N/A	01/01/00	17	\$ 618.00	\$ 7,416.00
LLB	Lied Library Building	ELEVATORS - PAX 3500 LBS, THYSSEN/MCE GEARED	THYSSEN	01/01/00	17	\$ 283.00	\$ 3,398.00
LLB	Lied Library Building	ELEVATORS - PAX 3500 LBS, THYSSEN/MCE BSEMNT GEARED	THYSSEN	01/01/00	17	\$ 283.00	\$ 3,398.00
MPE	Paul McDermott Physical Ed.	ELEVATORS - PAX 2000 LBS., D&W/MCE	HAUGHTON	01/01/74	43	\$ 139.00	\$ 1,668.00
MSM	Merforle Barick Museum/HRC	ELEVATORS - PAX 2500 LBS	AMLIFT	01/01/83	24	\$ 139.00	\$ 1,668.00
PAR	Paradise Campus (Formerly TLS)	ELEVATORS - WHEEL CHAIR LIFT - 750 LBS	PORCH LIFT	12/31/03	13	\$ 103.00	\$ 1,236.00
PKG1	Parking Garage #1, Cottage Grove	ELEVATORS - PAX 3500 LBS	OTIS	01/01/01	18	\$ 165.00	\$ 1,980.00
PKG1	Parking Garage #1, Cottage Grove	ELEVATORS - PAX 3500 LBS	OTIS	01/01/01	18	\$ 165.00	\$ 1,980.00
PKG1	Parking Garage #1, Cottage Grove	ELEVATORS - PAX 3500 LBS	OTIS	01/01/01	18	\$ 165.00	\$ 1,980.00
PKG1	Parking Garage #1, Cottage Grove	ELEVATORS - PAX 3500 LBS	OTIS	01/01/01	18	\$ 165.00	\$ 1,980.00
PKG1	Parking Garage #1, Cottage Grove	ELEVATORS - PAX 3500 LBS	OTIS	09/01/06	10	\$ 165.00	\$ 1,980.00
PKG1	Parking Garage #1, Cottage Grove	ELEVATORS - PAX 3500 LBS	OTIS	09/01/06	10	\$ 165.00	\$ 1,980.00

Schedule 2
Elevator/Escalator/Lift List, Group A, UNLV State Supported Facilities

Agency	Location	Description	Type	Manufacturer	Installed	Age	Price/Move	Price/Move
PKG2	Parking Garage #2, Tropicana	ELEVATORS - PAX 2500 LBS	Hydraulic	SCHINDLER	08/14/09	7	\$ 185.00	\$ 1,980.00
PKG2	Parking Garage #2, Tropicana	ELEVATORS - PAX 2500 LBS	Hydraulic	SCHINDLER	08/14/09	7	\$ 185.00	\$ 1,980.00
PKG2	Parking Garage #2, Tropicana	ELEVATORS - PAX 2500 LBS	Hydraulic	SCHINDLER	08/14/09	7	\$ 185.00	\$ 1,980.00
RAJ	Rogers Administration and Justice	ELEVATORS - FREIGHT 5000 LBS	Hydraulic	DOVER	01/01/81	38	\$ 283.00	\$ 3,388.00
RAJ	Rogers Administration and Justice	ELEVATORS - PAX 2000 LBS	Hydraulic	DOVER	01/01/81	38	\$ 139.00	\$ 1,668.00
RAJ	Rogers Administration and Justice	ELEVATORS - PAX 2000 LBS	Hydraulic	DOVER	01/01/81	38	\$ 139.00	\$ 1,668.00
RAJ	Rogers Administration and Justice	ELEVATORS - PAX 2000 LBS	Hydraulic	DOVER	01/01/81	38	\$ 138.00	\$ 1,668.00
SEB	Science and Engineering Building	ELEVATORS - FREIGHT - 8000 LBS	Traction	Otis	09/30/08	8	\$ 412.00	\$ 4,944.00
SEB	Science and Engineering Building	ELEVATORS - PAX 3000 LB	Traction	Otis	09/30/08	8	\$ 412.00	\$ 4,944.00
SEB	Science and Engineering Building	ELEVATORS - PAX 3000 LB	Traction	Otis	09/30/08	8	\$ 412.00	\$ 4,944.00
SFB	Stan Fulton Building	ELEVATORS - PAX 2800 LBS	Hydraulic	OTIS	01/01/00	17	\$ 139.00	\$ 1,668.00
SSC	Student Services Complex	ELEVATORS - PAX 3500 LBS	Hydraulic	Amir	01/01/84	23	\$ 139.00	\$ 1,668.00
SSC	Student Services Complex	ELEVATORS - PAX 2600 LBS	Traction	Kone	07/30/08	8	\$ 412.00	\$ 4,944.00
TAC	Richard Tem Alumni Center Bldg.	ELEVATORS - PAX 2100 LBS, DMC-1	Hydraulic	DOVER	01/01/80	27	\$ 139.00	\$ 1,668.00
TBE	Thomas Beam Engineering Bldg.	ELEVATORS - PAX 2000 LBS	Hydraulic	DOVER	01/01/88	28	\$ 139.00	\$ 1,668.00
TBE	Thomas Beam Engineering Bldg.	ELEVATORS - PAX 2000 LBS	Hydraulic	DOVER	01/01/88	29	\$ 139.00	\$ 1,668.00
TBE	Thomas Beam Engineering Bldg.	ELEVATORS - FREIGHT 8000 LBS	Hydraulic	DOVER	01/01/88	29	\$ 283.00	\$ 3,388.00
TBE	Thomas Beam Engineering Bldg.	ELEVATORS - PAX 2000 LBS	Hydraulic	DOVER	01/01/88	28	\$ 155.00	\$ 1,860.00
TBE	Thomas Beam Engineering Bldg.	LIFTS - WHEEL CHAIR LIFT 500 LBS	Screw Drive	NATL WHEEL OVATOR	01/01/86	29	\$ 103.00	\$ 1,238.00
WHI	Juanita G. White Life Sciences	ELEVATORS - PAX 3000 LBS	Hydraulic	DOVER	01/01/75	42	\$ 139.00	\$ 1,668.00
WHI	Juanita G. White Life Sciences	ELEVATORS - PAX 3000 LBS	Hydraulic	DOVER	01/01/75	42	\$ 139.00	\$ 1,668.00
WRI	John S. Wright Hall	ELEVATORS - PAX 2500 LBS	Hydraulic	AMLIFT	12/10/04	12	\$ 139.00	\$ 1,668.00
WRI	John S. Wright Hall	ELEVATORS - PAX 2500 LBS	Hydraulic	AMLIFT	12/10/04	12	\$ 139.00	\$ 1,668.00
Totals:							\$ 14,875.00	\$ 178,500.00

Schedule 2
Elevator/Escalator/Lift List, Group B, Sam Boyd Stadium

SBSVA	Location	Description	Type	Manuf.	Installed	Age	Price/No	Price/Yr
SBS	Sam Boyd Stadium	ELEVATORS - PAX 2500 LBS	Traction	THYSSEN NORTHERN	08/30/79	37	\$ 283.00	\$ 3,396.00
SBS	Sam Boyd Stadium	ELEVATORS - PAX 2500 LBS	Traction	THYSSEN NORTHERN	08/30/79	37	\$ 283.00	\$ 3,396.00
SBS	Sam Boyd Stadium	ELEVATORS - PAX 2500 LBS	Hydraulic	THYSSEN	08/30/78	37	\$ 138.00	\$ 1,668.00
Totals:							\$ 705.00	\$ 8,460.00

Schedule 2
Elevator/Escalator/Lift List, Group C, Lied Athletics/Eller Media Stadium

ABBV	Location	Description	Type	Manuf	Installed	Age	Price/Mo	Price/Yr
EMS	Eller Media Softball Stadium	ELEVATORS - PAX. TAC 20	Hydraulic	THYSSEN	01/01/01	16	\$ 139.00	\$ 1,668.00
LAC	Lied Athletic Complex	ELEVATORS - PAX 2500 LBS	Hydraulic	AMLIFT	01/01/86	21	\$ 139.00	\$ 1,668.00
Total:							\$ 278.00	\$ 3,336.00

Schedule 2
Elevator/Escalator/Lift List, Group D, Cox Pavilion/Mendenhall Center

AbbV	Location	Description	Type	Manuf.	Installed	Age	Price/Mo	Price/Yr
CPB	Cox Pavilion Building	ELEVATORS - PAX 3500 LBS	Hydraulic	THYSSEN	01/01/01	16	\$ 139.00	\$ 1,668.00
CPB	Cox Pavilion Building	ELEVATORS - FREIGHT 16000 LBS	Hydraulic	THYSSEN	01/01/01	16	\$ 283.00	\$ 3,396.00
MDC	Mendenhall Center	ELEVATORS - PAX 3500 LBS	Hydraulic	THYSSEN	02/01/11	6	\$ 139.00	\$ 1,668.00
Totals:							\$ 561.00	\$ 6,732.00

Schedule 2
Elevator/Escalator/Lift List, Group E, Thomas and Mack Center

ABN/	Location	Description	Type	Mand.	Installed	Age	Price/Mb	Price/yr
TMC	Thomas & Mack Center	ELEVATORS - FREIGHT 10000 LBS	Hydraulic	AMLIFT	01/01/92	25	\$ 283.00	\$ 3,396.00
TMC	Thomas & Mack Center	ESCALATORS - 36' - DOWN	N/A	THYSSEN	01/01/99	18	\$ 618.00	\$ 7,416.00
TMC	Thomas & Mack Center	ESCALATORS - 36' - UP	N/A	THYSSEN	01/01/99	18	\$ 618.00	\$ 7,416.00
TMC	Thomas & Mack Center	ELEVATORS - PAX 4000 LBS	Hydraulic	U.S. ELEVATOR	01/01/85	32	\$ 139.00	\$ 1,668.00
TMC	Thomas & Mack Center	ELEVATORS - PAX 2100 LBS	Hydraulic	AMLIFT	01/01/92	25	\$ 139.00	\$ 1,668.00
TMC	Thomas & Mack Center	ELEVATORS - PAX 4000 LBS	Hydraulic	U.S. ELEVATOR	01/01/83	34	\$ 139.00	\$ 1,668.00
TMC	Thomas & Mack Center	ELEVATORS - PAX 2500 LBS	Hydraulic	DELTA	01/01/85	32	\$ 139.00	\$ 1,668.00
TMC	Thomas & Mack Center	ELEVATOR - PAX 4000 LBS	Traction	KONE	11/07/15	1	\$ 412.00	\$ 4,944.00
TMC	Thomas & Mack Center	ELEVATOR - PAX 4000 LBS	Traction	KONE	11/08/15	1	\$ 412.00	\$ 4,944.00
TMC	Thomas & Mack Center	ADA Lift	ADA Lift	Garaventa	11/09/15	1	\$ 139.00	\$ 1,668.00
TMC	Thomas & Mack Center	ADA Lift	ADA Lift	Garaventa	11/10/15	1	\$ 139.00	\$ 1,668.00
TMC	Thomas & Mack Center	ADA Lift	ADA Lift	Garaventa	11/11/15	1	\$ 139.00	\$ 1,668.00
Totals							\$ 3,316.00	\$ 39,792.00

Schedule 2
Elevator/Escalator/Lift List, Group F, Student Union

ABBY	Location	Description	Type	Manuf.	Installed	Age	Price/Mo	Price/Yr
SU	Student Union	ELEVATORS - PAX 2500 LBS	Hydraulic	OTIS	08/07/06	10	\$ 139.00	\$ 1,668.00
SU	Student Union	ELEVATORS - PAX 2500 LBS	Hydraulic	OTIS	08/07/06	10	\$ 139.00	\$ 1,668.00
SU	Student Union	ELEVATORS - Freight 5000 LBS	Hydraulic	OTIS	08/07/06	10	\$ 139.00	\$ 1,668.00
SU	Student Union	ELEVATORS - Freight 5000 LBS	Hydraulic	OTIS	08/07/06	10	\$ 139.00	\$ 1,668.00
Totals:							\$ 556.00	\$ 6,672.00

Schedule 2
Elevator/Escalator/Lift List, Group G, Student Recreation and Wellness Center

ABBV	Location	Description	Type	Mand	Installed	Age	Price/Mo	Price/Yr
RWC	Recreation & Wellness Ctr	ELEVATORS - PAX 4500 LBS	Hydraulic	OTIS	09/17/07	9	\$ 165.00	\$ 1,980.00
RWC	Recreation & Wellness Ctr	ELEVATORS - PAX 2500 LBS	Hydraulic	OTIS	09/17/07	9	\$ 165.00	\$ 1,980.00
Totals:							\$ 330.00	\$ 3,960.00

Schedule 2
Elevator/Escalator/Lift List, Group H, Student Life Residences

FAIRWAY	Location	Description	Type	Manuf	Installed	Age	Price/Mo	Price/Yr
CWH	Claudine Williams Res. Hall 1	ELEVATORS - PAX 2500 LBS, DMC	Hydraulic	DOVER	01/01/80	27	\$ 139.00	\$ 1,668.00
DAY	Dayton Complex	ELEVATORS - PAX 3000 LBS	Hydraulic	EV INTERNATIONAL	01/01/04	13	\$ 139.00	\$ 1,668.00
DAY	Dayton Complex	ELEVATORS - PAX 3000 LBS	Hydraulic	EV INTERNATIONAL	01/01/04	13	\$ 139.00	\$ 1,668.00
DAY	Dayton Complex	ELEVATORS - PAX 3000 LBS	Hydraulic	EV INTERNATIONAL	01/01/04	13	\$ 139.00	\$ 1,668.00
DAY	Dayton Complex	ELEVATORS - PAX 3000 LBS	Hydraulic	EV INTERNATIONAL	01/01/04	13	\$ 139.00	\$ 1,668.00
HUH	Hughes Res. Hall (Dorm A)	ELEVATORS - PAX 2000 LBS	Hydraulic	AMLIFT	01/01/88	29	\$ 139.00	\$ 1,668.00
KRH	Kitty Rodman Residence Hall	ELEVATORS - PAX 2500 LBS	Hydraulic	DOVER	01/01/90	27	\$ 139.00	\$ 1,668.00
KRH	Kitty Rodman Residence Hall	ELEVATORS - PAX 2500 LBS	Hydraulic	DOVER	01/01/90	27	\$ 139.00	\$ 1,668.00
MFH	Margie & Robert Falman Hall	ELEVATORS - PAX 2000 LBS	Hydraulic	AMLIFT	01/01/88	29	\$ 139.00	\$ 1,668.00
RHB	Residence Hall, Dorm B	ELEVATORS - PAX 2000 LBS, OMEGA	Hydraulic	AMLIFT	01/01/88	29	\$ 139.00	\$ 1,668.00
RHC	Residence Hall, Dorm C	ELEVATORS - PAX 2000 LBS, OMEGA	Hydraulic	AMLIFT	01/01/88	29	\$ 139.00	\$ 1,668.00
TON	Tonopah Residence Hall	ELEVATORS - PAX 2500 LBS, MECO	Hydraulic	AMLIFT	01/01/88	51	\$ 139.00	\$ 1,668.00
TON	Tonopah Residence Hall	ELEVATORS - PAX 2500 LBS, MECO	Hydraulic	AMLIFT	01/01/88	51	\$ 139.00	\$ 1,668.00
TON	Tonopah Residence Hall	TRAF GEARED	Traction	DOVER/THYSSEN	01/01/01	18	\$ 309.00	\$ 3,708.00
TON	Tonopah Residence Hall	ELEVATORS - PAX 3000 LBS, TRAF GEARED	Traction	DOVER/THYSSEN	01/01/01	18	\$ 309.00	\$ 3,708.00
WBH	William S. Boyd Residence Hall	ELEVATORS - PAX 2500 LBS, DMC	Hydraulic	DOVER	01/01/90	27	\$ 139.00	\$ 1,668.00
Totals:							\$ 2,564.00	\$ 30,768.00

Schedule 2
Elevator/Escalator/Lift List, Group I, Shadow Lane Campus

Item	Description	System	Manufacturer	Installed	Age	Price/No.	Price/No.
SLBR	Shadow Ln Biotech Research (B)	Hydraulic	ESCO	04/30/04	12	\$ 139.00	\$ 1,688.00
SLBR	Shadow Ln Biotech Research (B)	Hydraulic	EECO	12/01/08	7	\$ 139.00	\$ 1,688.00
SLDS	Shadow Ln. Dental School (A)	Drum Cable	MATOT	04/01/04	12	\$ 78.00	\$ 938.00
SLDS	Shadow Ln. Dental School (A)	Drum Cable	MATOT	04/01/04	12	\$ 78.00	\$ 938.00
SLDS	Shadow Ln. Dental School (A)	Drum Cable	MATOT	04/28/04	12	\$ 78.00	\$ 938.00
SLDS	Shadow Ln. Dental School (A)	Drum Cable	MATOT	04/26/04	12	\$ 78.00	\$ 938.00
SLDS	Shadow Ln. Dental School (A)	Hydraulic	DOVER	04/01/04	12	\$ 139.00	\$ 1,688.00
SLDS	Shadow Ln. Dental School (A)	Hydraulic	DOVER	04/01/04	12	\$ 139.00	\$ 1,688.00
SLOC	Shadow Ln. Dental School (D)	Hydraulic	OTIS	12/01/07	0	\$ 139.00	\$ 1,688.00
Totals:						\$ 1,007.00	\$ 12,084.00

Schedule 2
Elevator/Escalator/Lift List, Group J, Environmental Protection Agency

AGENCY	Location	Description	Type	Manuf.	Installed	Age	Price	Price
EPA Agency	Environmental Protection Agency	ELEVATORS - PAX 3000 LBS	Hydraulic	HAUGHTON	01/01/65	52	\$ 139.00	\$ 1,668.00
EPA Agency	Environmental Protection Agency	ELEVATORS - PAX 2000 LBS	Hydraulic	HAUGHTON	01/01/65	52	\$ 139.00	\$ 1,668.00
Totals:							\$ 278.00	\$ 3,336.00

Schedule 2
Elevator/Escalator/Lift List, Group K. System Computing Services

ABBV	Location	Description	Type	Manuf.	Installed	Age	Price/Mo	Price/Yr
SCS	System Computing Svcs.	ELEVATORS - PAX 2500 LBS	Hydraulic	DOVER	01/01/91	28	\$ 139.00	\$ 1,668.00
Totals:							\$ 139.00	\$ 1,668.00

AGREEMENT

THIS AGREEMENT for elevator maintenance and repair services is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City," and **KONE INC.**, with an address of One Montgomery Court, PO Box 429, Moline IL, 61265, hereinafter referred to as the "Contractor."

The parties agree as follows:

1. **FORM OF AGREEMENT:** This Agreement shall consist of the terms and conditions stated in the following numbered paragraphs. No other documentation related to this Agreement or generated as a result of this Agreement shall form a part of this Agreement unless it is expressly referenced and incorporated herein.

2. **CITY REPRESENTATIVE:** The Manager of General Services ("Manager") is the official City representative and directs all services performed under this Agreement. Communication between the Manager and the Contractor shall be directed through the Manager or such other representative as the Manager shall designate. The Contractor agrees that during the term of this Agreement he shall fully coordinate all services hereunder with the City.

3. **WORK TO BE PERFORMED:**

A. **Preventative and Routine Maintenance:** The Contractor shall diligently undertake, perform and complete all preventative and routine maintenance including all material, labor, supervision, tools, supplies and all other expenses necessary to provide service, preventative maintenance, inspections, adjustments, testing and repairs as set forth in **Exhibit A, Scope of Work**, to the City's satisfaction ("**Preventative and Routine Maintenance**").

B. **Assigned Work:** The Contractor shall diligently undertake, perform and complete work outside of the Preventative and Routine Maintenance described in paragraph 3.A as assigned by written work order ("**Assigned Work**"). As the Manager determines the need and availability of funding for Assigned Work, the City will issue a Work Order (Sample Work Order attached as **Exhibit B**) to the Contractor detailing the nature and extent of the Assigned Work. Work Orders may add or remove facilities from the list of facilities for which Contractor with provide Preventative and Routine Maintenance for a negotiated fixed monthly fee or provide for work in addition to Preventative and Routine Maintenance on a time and materials

basis at the rate specified in Contractor's Pricing Proposal attached as **Exhibit C** . Following receipt of the issued Work Order, the Contractor shall, within three (3) business days and confirm the scope of Assigned Work detailed therein and respond back to the Department as to the Contractor's ability to initiate and complete the Assigned Work in the timeframe specified in the Work Order. The Contractor assumes all responsibility and risks, including any additional work or additional costs, for failure to confirm the completeness and accuracy of the Work Order and the Assigned Work Amount. Confirmation includes, but is not restricted to, inquiries with the Department as to any directions or specifications in the Work Order which are not clear. If the Contractor fails to contact the Department within three (3) business days following receipt of the issued Work Order and state unequivocally that the Contractor is ready and willing to perform the Assigned Work in the manner and timeframe indicated on the Work Order, the City reserves the right to immediately withdraw the issued Work Order. Upon the Contractor executing the Work Order, the City shall finalize and execute the Work Order for the Assigned Services and return a copy of the executed Work Order to the Contractor. The City will not execute the Work Order unless any material changes proposed by the Contractor to the terms of the issued Work Order and/or additions to the Assigned Services Amount are deemed acceptable by the Manager and incorporated into the Work Order and until funding adequate to cover the entire Assigned Services Amount is available.

C. Work Order Change: If, after execution of a Work Order and commencement on the Assigned Work, additions, deletions or modifications to the Assigned Work described in the Work Order, along with any associated changes in the Assigned Work Amount, are required a Work Order Change, in substantially the form as set forth in **Exhibit D** attached to this Agreement and incorporated herein by reference, may be issued in accordance to the same standards and procedures prescribed for Work Orders. The Contractor shall promptly and thoroughly review and respond to the proposed changes, in accordance with the same standards and procedures prescribed for Work Orders, and notify the Department that the Contractor is ready and willing to perform the Assigned Work in the manner and timeframe as modified by the Work Order Change. The City will not execute the Work Order Change unless any material changes proposed by the Contractor to the terms of the issued Work Order Change and/or additions to the Assigned Services Amount are deemed acceptable by the Manager and

incorporated into the Work Order Change and until funding adequate to cover the entire Assigned Services Amount, if modified, is available.

D. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

E. All records, finding, research, opinions and documentation prepared by the Contractor under this Agreement, if delivered to and accepted by the Manager shall become the property of the City. The Contractor also agrees to allow the City to review any of the procedures used by him/her in performing the services hereunder and to make available for inspection notes and other documents used in the preparation of any of the services required hereunder.

4. **TERM OF AGREEMENT:** The term of the Agreement shall be five (5) years beginning on April 1, 2014 and ending on March 31, 2019. Subject to the Manager's prior written authorization, the Contractor shall complete any Assigned Work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement by the Contractor, time is of the essence.

5. **FORCE MAJEURE:** The Contractor shall not be liable for any loss, damage or delay, caused directly or indirectly by embargoes, strikes, lockouts, work interruptions, or other labor disputes, fire, theft, flood, or by any cause beyond Contractor's control. Neither party shall be liable for incidental, special or consequential damages. Notwithstanding any other provision of the agreement, it is the intent of the parties that each party shall only be liable for damages caused by its own negligent acts.

6. **COMPENSATION AND PAYMENT:**

A. **Preventative and Routine Maintenance:** The City agrees to pay the Contractor, and the Contractor agrees to accept as full and total compensation for all Preventative and Routine Maintenance a monthly fee for each listed facility in the amount listed in Contractor's Pricing Proposal attached as Exhibit C.

B. Assigned Work: The City agrees to pay the Contractor, and the Contractor agrees to accept as full and total compensation for all assigned work, as agreed in advance, either:

(1) **Monthly Fee:** An agreed to monthly fee for Preventative and Routine Maintenance of facilities not listed in Contractor's Pricing Proposal.

(2) **Time and Materials:** The sum of Contractor's hourly fee of One Hundred and Sixty Dollars and 42/100 (\$160.42) per hour for the actual time spent completing the work as contemporaneously documented, Contractor's documented actual material costs and a markup not to exceed 15% of Contractor's actual cost for materials.

B. The Contractor shall submit a monthly statement for completed Preventative and Routine Maintenance as well as for completed Assigned Work. The statement will itemize charges for Preventative and Routine Maintenance by location and provide a description of Assigned Work with a breakdown of hours, materials and markup. Signed work orders with supporting documentation of material costs will be attached to Contractor's statement.

C. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in Contractor's rates.

D. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Two Million Dollars and 00/100 (\$2,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

E. **Assigned Work Limit:** The cost of Assigned Work on any single project shall not exceed \$400,000.00.

7. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

8. **TERMINATION OF AGREEMENT:**

A. The City has the right to terminate this Agreement, with cause, on Twenty (20) days written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

B. If this Agreement is terminated by the City with cause, the Contractor shall be compensated for, and such compensation shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City, (2) the reasonable value to the City of the work which the Contractor performed prior to the date of the termination notice, but which had not yet been approved for payment, and (3) the cost of any work which the Manager approves in writing which he determines is needed to accomplish an orderly termination of the work.

C. The City has the right to terminate this Agreement, without cause, on thirty (30) days written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

D. If this Agreement is terminated by the City without cause, the Contractor shall also be compensated for any reasonable costs it has actually incurred in performing services hereunder prior to the date of the termination.

E. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method it deems expedient, and the Contractor shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the city, and these documents and materials shall be the property of the City. Copies of work product incomplete at the time of

termination shall be marked "DRAFT-INCOMPLETE". The City shall use any and all such incomplete documents or incomplete data at its own risk.

F. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

9. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of term, covenant, or condition or any default which may then exist on the part of the Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

10. **INDEMNIFICATION:**

A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

B. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. **EXAMINATION OF RECORDS:** The Contractor agrees that any duly authorized representative of the City, including the City Auditor or his representative, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor, involving transactions related to this Agreement.

12. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.

13. **VENUE, GOVERNING LAW:** Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the City and County of Denver and the ordinances, rules, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the District Court for City and County of Denver, Colorado.

14. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor, his or her officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

15. **ASSIGNMENT AND SUBCONTRACTING:** The City is not obligated or liable under this Agreement to any party other than the Contractor named herein. The Contractor understands and agrees that he or she shall not assign or subcontract with respect to any of his or

her rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City, which consent or approval may be withheld in the absolute discretion of the City; and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee or subcontractor, and the Contractor herein named shall remain fully responsible to the City according to the terms of this Agreement.

16. **NO WAIVER OF RIGHTS:** No assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

17. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

18. **CONFLICT OF INTEREST:** The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Contractor further agrees not to hire or contract for services any employee or officer of the City which would be in violation of the Denver Revised Municipal Code, Chapter 2, Article IV, Code of Ethics, or Denver City Charter §§ 1.2.8, 1.2.9, and 1.2.12.

The Contractor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Contractor written notice which describes the conflict. The Contractor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

19. INSURANCE:

A. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period and maintain coverage including products and completed operations for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit E, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set

forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Owner's and Contractor's Protective Liability Insurance: Contractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as named insureds on an Owner's and Contractor's Protective Liability Policy. The Policy limit will equal the requested General Liability and Excess Liability limits.

D. Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

G. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. Professional Liability (Errors & Omissions): Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

J. Additional Provisions:

(1) For Commercial General Liability the policy must provide the following:

(a) That this Agreement is an Insured Contract under the policy;

(b) Defense costs are outside the limits of liability;

(c) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

(a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(3) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

20. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

21. NO THIRD PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating

to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement, including but not limited to subcontractors and suppliers. It is the express intention of the City and the Contractor that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22. **DISPUTES:** All disputes of whatsoever nature between the City and Contractor regarding this Agreement shall be resolved by administrative hearing, pursuant to the procedure established by Denver Revised Municipal Code, Section 56-106. For the purpose of that procedure, the City official rendering a final determination shall be the City representative identified in Paragraph 2 hereof.

23. **TAXES, CHARGES AND PENALTIES:** The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by Denver's Revised Municipal Code.

24. **TOBACCO PRODUCTS:** There shall be no sale or advertising of tobacco products on the premises or in facilities owned or operated or controlled by the City and County of Denver. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever, but does not include any advertising and sponsoring which is a part of a performance or show or event displayed or held in city facilities.

25. **NOTICES:** Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Contractor to: Manager of General Services
 201 West Colfax Avenue
 Denver, Colorado 80202

And by the City to: KONE INC.
 One Montgomery Court, PO Box 429
 Moline IL, 61265

26. **SURVIVAL OF CERTAIN PROVISIONS:** The parties understand and agree that all terms, conditions and covenants of this Agreement, together with any exhibits and attachments hereto, any or all of which by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance and for indemnity to the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters or actions begun within that period.

27. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

28. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement, except for the provisions of this Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

29. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

30. **LEGAL AUTHORITY:**

A. The Contractor assures and guarantees that he or she possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of the Contractor do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Paragraph.

31. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** Each of the Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions, have been prepared by a particular Party.

32. **CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** This Agreement consists of Paragraphs 1 through 36, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Services
Exhibit B	Sample Work Order
Exhibit C	Pricing Proposal
Exhibit D	Work Order Change
Exhibit E	Certificates of Insurance / Evidence Coverage
Exhibit F	Prevailing Wage Rates

In the event of (i) an irreconcilable conflict between a provision of Paragraphs 1 through 38, and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Paragraphs 1 through 36
- Exhibit C**
- Exhibit A**
- Exhibit F**
- Exhibit E**

Exhibit C

Exhibit B

Exhibit D

33. **OWNERSHIP OF WORK PRODUCT:** All plans, drawings, reports, submittals and other documents submitted to the City or its authorized agents by the Contractor shall become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit. The Contractor shall not be liable for any damage, which may result from any use of such documents for purposes other than those described in this Agreement.

34. **PAYMENT OF PREVAILING WAGE RATES:**

A. Pursuant to Section 20-76 of the Denver Revised Municipal Code, the Contractor and each of its subcontractors shall pay every worker, laborer or mechanic employed by it directly upon the site of the work under this Agreement the full amounts accrued at the time of payment, computed at wage rates not less than those shown on the current prevailing wage rate schedule, **Exhibit F**, for each class of employees included in this Agreement. The wages shall be those prevailing as of the date of this Agreement, and the Contractor shall post in a prominent and easily accessible place, a copy of the wage rates for the positions or positions to which the prevailing wage ordinance applies. All construction workers, mechanics and other laborers shall be paid at least once per week; non-construction workers such as janitorial or custodial workers shall be paid at least twice per month.

B. The Contractor shall furnish to the City Auditor or his authorized representative, each week during which work is performed under this Agreement, a true and correct copy of the payroll records of all workers employed to perform the work, to whom the prevailing wage ordinance applies. All such payroll records shall include information showing the number of hours worked by each worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such worker for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all workers performing such work, either for the Contractor or a subcontractor, that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as set forth in this Agreement.

C. If the term of this Agreement extends for more than one year, the minimum City prevailing wage rates which shall be paid during any subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of this Agreement which begins such subsequent period. Decreases in prevailing wages subsequent to the date of this Agreement shall not be effective except on the yearly anniversary date of this Agreement. In no event shall any increases in prevailing wages after the first anniversary of this Agreement result in any increased liability on the part of the City and the possibility and risk of any such increase is assumed by the Contractor.

D. If the Contractor or any subcontractor fails to pay such wages as required herein, the City Auditor shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes to the Auditor evidence satisfactory to the Auditor that such wages so required by this Agreement have been paid. The Contractor may utilize the procedures set out in D.R.M.C. §20-76(d)(4) to satisfy the requirements of this provision.

E. If any worker to whom the prevailing wages are to be paid, employed by the Contractor or any subcontractor to perform work hereunder, has not been or is not being paid a rate of wages required by this Paragraph 34, the Manager of General Services may by written notice to the Contractor, suspend by a stop-work order or terminate the Contractor's services hereunder, or the part of such services performed by such workers. The issuance of a stop-work order shall not relieve the Contractor of any obligations or liabilities to the City under this Agreement, including liability to the City for any extra costs incurred by it in obtaining replacement elevator maintenance and repair services while any such stop-work order is in effect or following termination for such cause.

35. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

B. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

36. **CITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to, and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

37. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

38. **COOPERATION ON CLAIMS:** City agrees to cooperate with Contractor in the investigation and resolution of any claims brought against either of them arising out of this agreement.

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Contract Control Number: GENRL-201414653-00

Contractor Name: Kone Inc.


IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of March 24, 2014.

SEAL



CITY AND COUNTY OF DENVER

ATTEST:



Juan Guzman, Deputy Clerk &
Recorder

By 

Michael B Hancock, Mayor


APPROVED AS TO FORM:

D. Scott Martinez, Attorney for the
City and County of Denver

REGISTERED AND COUNTERSIGNED:

By 

Cary Kennedy, Manager of Finance

By 

Robert Wheeler, Assistant City
Attorney

By 

Dennis J. Gallagher, Auditor

umber:

653-00

J. B. Beam

West region



To access Exhibits for this contract, please use your login at www.uscommunities.org.