SUBJECT: PIGGYBACK KANSAS CITY, MO CONTRACT #GENRL-EV2516 FOR ESCALATOR AND ELEVATOR REPAIR SERVICES FOR TIAA BANK FIELD

BID #: PXF-0457-20 **OPEN DATE:** N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DECEMBER 1, 2018 THROUGH NOVEMBER 30, 2024 WITH FIVE (5) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: AMS-JACKSONVILLE

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Kansas City, MO Contract #GENRL-EV2516 with Kone, Inc. for escalator and elevator repair services to repair escalators and elevators at TIAA Bank Field. Total estimated expenditure amount not-to-exceed $824,000.00. Period of service shall be one hundred twenty (120) days from date of contract execution.

Funding shall be encumbered from account 32111.133103.565050.001188.00000000.00000.0000000, executed by formal contract agreement through the Office of General Counsel and processed via Purchase Order(s).

ATTACHMENTS: Recommendation Memo; Risk Mgt. Approval, Supplier Letter & Quote, Piggyback Contract

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: BILL MCCONNELL, GENERAL MANAGER, AMS-JACKSONVILLE

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

TO:	Gregory Pease, Chief of Procurement
FROM:	Michael Kenny, ASM
SUBJECT:	Certification Letter for Vertical Transportation Repairs at TIAA Bank Field
DATE:	May 27, 2020

Please take appropriate action to issue a Purchase Order for the referenced services.

The purpose of this request is to seek permission to select Kone Inc. to make the referenced repairs to the escalators and elevators at TIAA Bank Field. Our request includes the desire to utilize OMNIA Partners f/k/a U.S. Communities Government Purchasing Alliance to piggyback off an existing State Contract, which was competitively bid. We wish to utilize the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516) dated December 1, 2018. Estimated expenditure amount not-to-exceed $824,000.

There are currently no bids or contracts out for these services. Additionally, Kone, Inc. is the current service provider for all vertical systems at TIAA Bank Field. It is our desire that this job be awarded in the form of a contract upon the approval of Kone, Inc. to perform the work.

Funding Source: 32111.133103.565050.001188.00000000.00000.0000000 to be executed by formal contract agreement through the Office of General Counsel and processed via Purchase Order(s).

Thanking you in advance for considering our request.

TIAA Bank Field

One EverBank Field Drive, Jacksonville, FL 32202
(904) 633-6100 - www.jaxevents.com

KONE Inc.

Elevators Escalators

KONE Inc.
9774 Florida Mining Blvd,
Suite 708
Jacksonville, FL 32257
Tel (904) 292-0225
www.kone.com
brian.foth@kone.com

4/17/2020

ASM Jacksonville
300 A Phillip Randolph Blvd
Jacksonville, FL 32202

ATTN: Mike Kenny

Re: TIAA Bank Field - Vertical Transportation Needs

Dear Mr. Kenny,

As your new vertical transportation partner, we are committed to providing you with safe, reliable, and certified equipment for your staff, patrons, and all end-users. We recently conducted a thorough audit and assessment of each elevator and escalator within your portfolio. The findings of this review has brought to light an urgent need for immediate upgrades in order for the equipment to be ready for public use for the upcoming football season.

The more specific date is August 1st, which is the date set forth by the State of Florida, where all vertical transportation must be inspected and passed in order to have a valid Certificate or Operation. This inspection process entails the annual safety inspection and testing witnessed by a Qualified Elevator Inspector (on behalf of the State of Florida).

The equipment, in its current state, will not pass these inspections or be deemed safe for public use. In order for the upgrades to be completed in time to perform (and pass) the inspections prior to August 1st, we need immediate approval to begin this work. "Immediate" is defined as "within 1 week of this letter".

Attached are pictures showing the extent of issues along with a copy of the TIAA Bank Field – Elevator and Escalator Assessment. The complete costs for completing this work are detailed within the Assessment enclosed and are based on the U.S. Communities Program Utilizing the Terms and Conditions of the City of Kansas City Master Contract **(Reference GENRL-EV2516 dated December 1st, 2018.**

We look forward to addressing this need together and providing safe and reliable vertical transportation to all who used the equipment.

Kindest Regards,

Brian Foth

Sales Manager

KONE Inc.

813-918-3298

brian.foth@kone.com

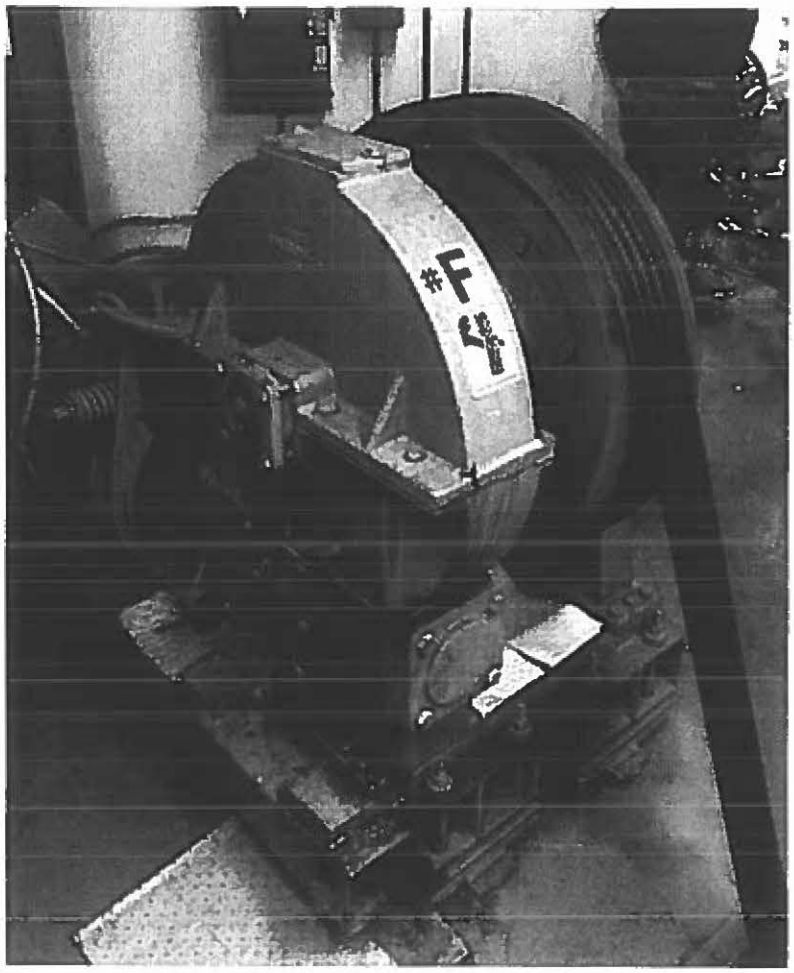
TIAA Bank Field Escalator Tech Surveys									
Equip Model	EQ#	EQ Description	Team Days	Labor Cost	Material Cost	8% Freight Cost	Material Cost + 10% profit and 15% overhead	6.5% Use Tax for Material	Total Price
E3000	20204712	Esc 1 South Endzone	5	$14,328.00	$1,101.70	$88.14	$1,487.30	$71.61	$15,886.91
E3000	20204713	Esc 2 South Endzone	5	$14,328.00	$3,504.63	$280.37	$4,731.25	$227.80	$19,287.05
E3000	20204714	Esc 3 South Endzone	6	$17,193.60	$11,509.05	$920.72	$15,537.22	$748.09	$33,478.91
E3000	20204715	Esc 4 South Endzone	6	$17,193.60	$3,504.63	$280.37	$4,731.25	$227.80	$22,152.65
E3000	20204716	Esc 5 South Endzone	6	$17,193.60	$3,578.45	$286.28	$4,830.91	$232.60	$22,257.11
E3000	20204717	Esc 6 South Endzone	6	$17,193.60	$4,219.87	$337.59	$5,696.82	$274.29	$23,164.72
E3000	20204718	Esc 8 South Endzone	5	$14,328.00	$3,504.63	$280.37	$4,731.25	$227.80	$19,287.05
E3000	20204719	Esc 9 South Endzone	5	$14,328.00	$3,504.63	$280.37	$4,731.25	$227.80	$19,287.05
E3000	20204720	Esc 10 Tower Gate 3	5	$14,328.00	$3,504.63	$280.37	$4,731.25	$227.80	$19,287.05
E3000	20204721	Esc 11 Tower Gate 3	5	$14,328.00	$2,283.65	$182.69	$3,082.93	$148.44	$17,559.36
E3000	20204722	Esc 12 Tower Gate 3	5	$14,328.00	$4,444.11	$355.53	$5,999.55	$288.87	$20,616.42
E3000	20204723	Esc 13 Tower Gate 3	6	$17,193.60	$3,504.63	$280.37	$4,731.25	$227.80	$22,152.65
E3000	20204724	Esc 14 Tower Gate 3	6	$17,193.60	$6,917.81	$553.42	$9,339.04	$449.66	$26,982.30
E3000	20104725	Esc 15 Tower Gate 3	5	$14,328.00	$3,504.63	$280.37	$4,731.25	$227.80	$19,287.05
E3000	20104726	Esc 16 Tower Gate 2	5	$14,328.00	$2,283.65	$182.69	$3,082.93	$148.44	$17,559.36
E3000	20104727	Esc 17 Tower Gate 2	5	$14,328.00	$1,429.63	$114.37	$1,930.00	$92.93	$16,350.93
E3000	20104728	Esc 18 Tower Gate 2	6	$17,193.60	$6,948.21	$555.86	$9,380.08	$451.63	$27,025.32
E3000	20104729	Esc 19 Tower Gate 2	6	$17,193.60	$3,535.03	$282.80	$4,772.29	$229.78	$22,195.67
E3000	20104730	Esc 20 Tower Gate 2	5	$14,328.00	$3,504.63	$280.37	$4,731.25	$227.80	$19,287.05
E3000	20104731	Esc 21 Tower Gate 2	5	$14,328.00	$3,548.05	$283.84	$4,789.87	$230.62	$19,348.49
HR	20015374	#22 West Club UL N ESC	5	$14,328.00	$692.85	$55.43	$935.35	$45.04	$15,308.38
HR	20015370	#23 West Club UL S ESC	6	$17,193.60	$730.65	$58.45	$986.38	$47.49	$18,227.47
HR	20015366	#24 West Club LL N ESC	5	$14,328.00	$730.65	$58.45	$986.38	$47.49	$15,361.87
HR	20015362	#25 West Club LL S ESC	5	$14,328.00	$730.65	$58.45	$986.38	$47.49	$15,361.87
HR	20015354	#26 East Club UL S ESC	5	$14,328.00	$1,081.29	$86.50	$1,459.74	$70.28	$15,858.03
HR	44079770	#27 East Club UL N ESC	5	$14,328.00	$3,698.88	$295.91	$4,993.49	$240.43	$19,561.92
HR	20015350	#28 East Club LL S ESC	4	$11,462.40	$1,081.29	$86.50	$1,459.74	$70.28	$12,992.43
HR	20015346	#29 East Club LL N ESC	4	$11,462.40	$1,448.81	$115.90	$1,955.89	$94.17	$13,512.47
			Total Team	Total Labor Cost	Total Material Cost	8% Freight Cost	Material Cost + 10% profit and 15% overhead	6.5% Use Tax for Material	Total Price
			147	$421,243.20	$90,031.32	$7,202.51	$121,542.28	$5,852.04	$548,637.52

$358.20/hour - 2 mechanics

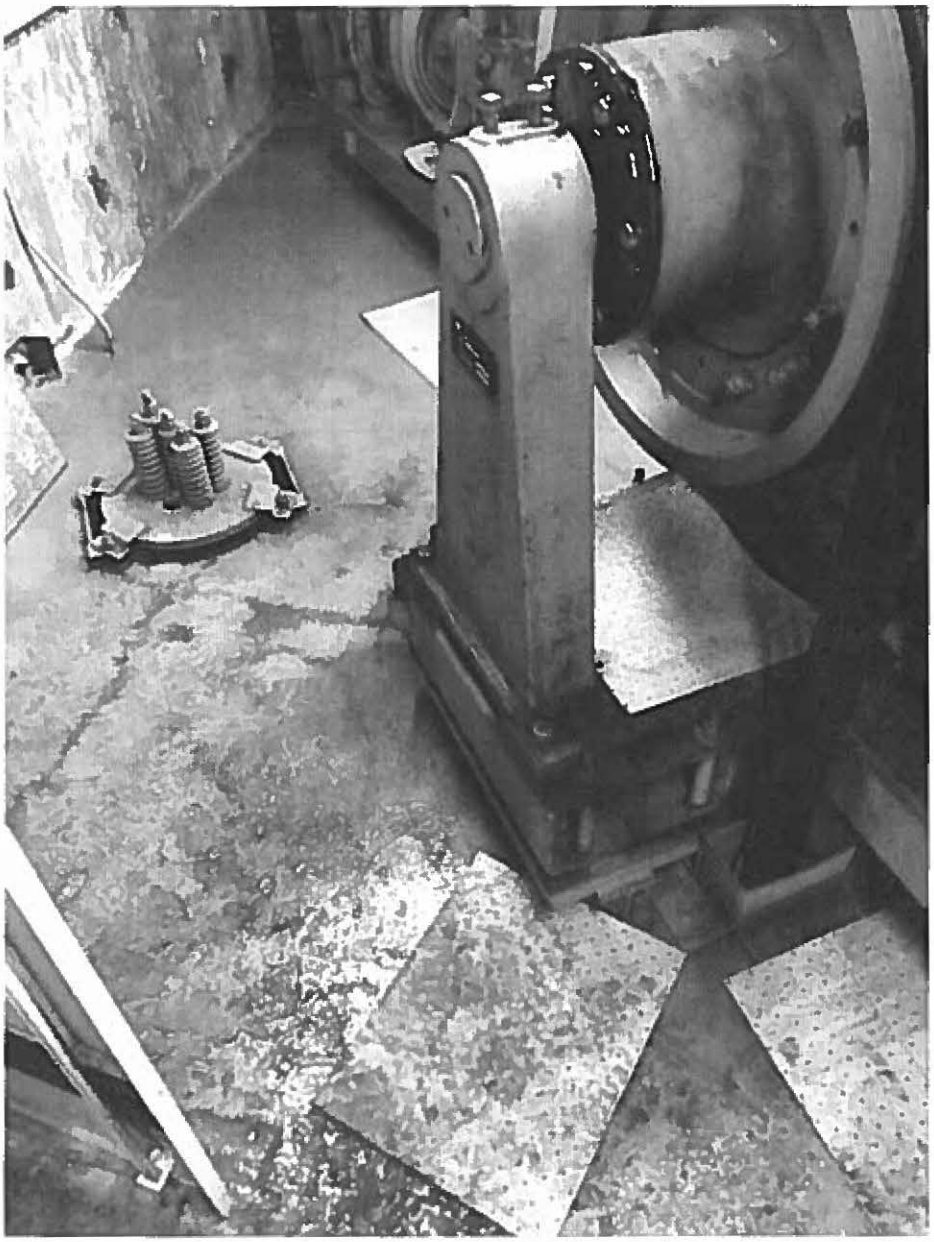
Pictures below show some of the work that is required to pass the annual inspection and safety testing.

TIAA Bank Stadium

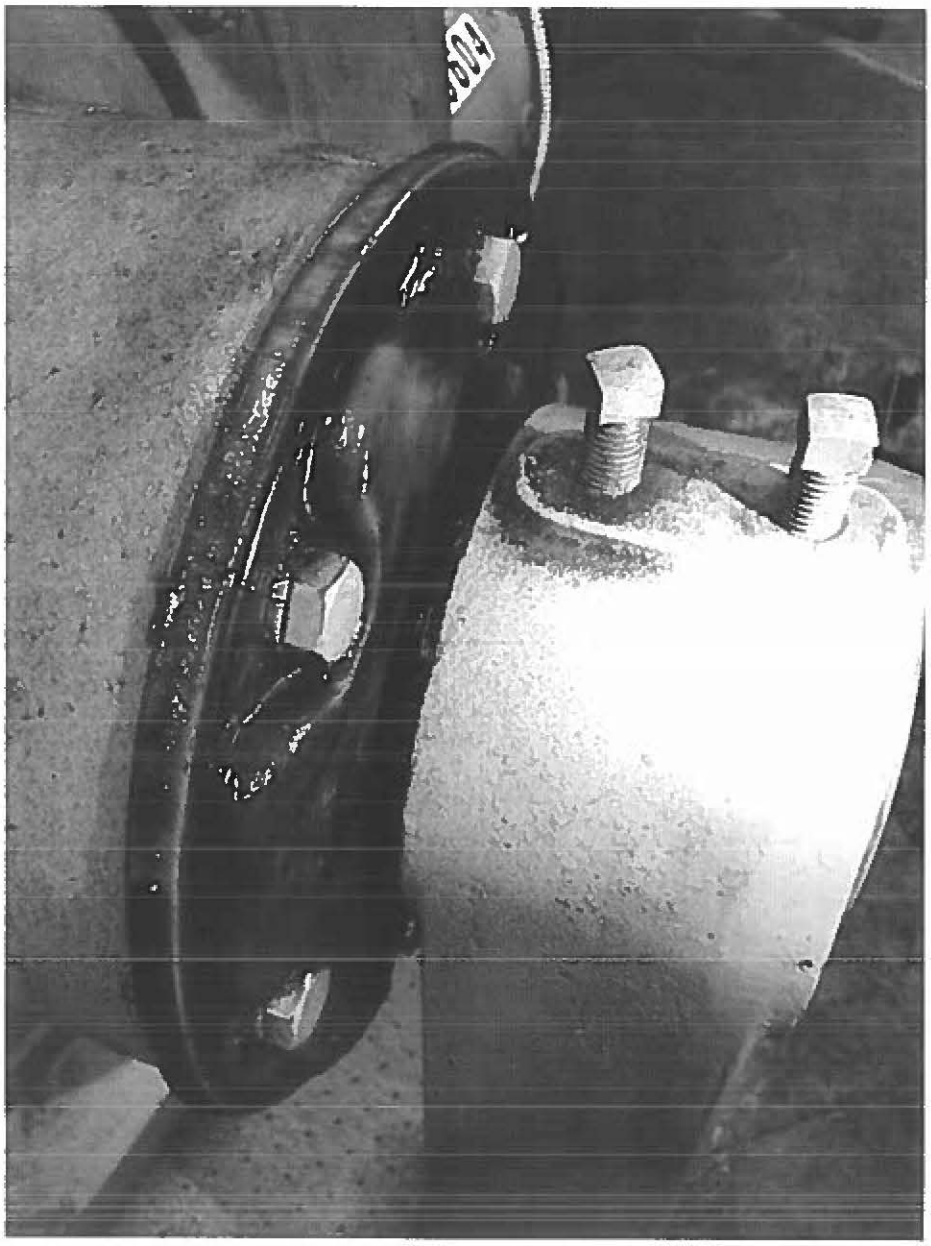
Elevator F – Requires Machine Seals and Bearings



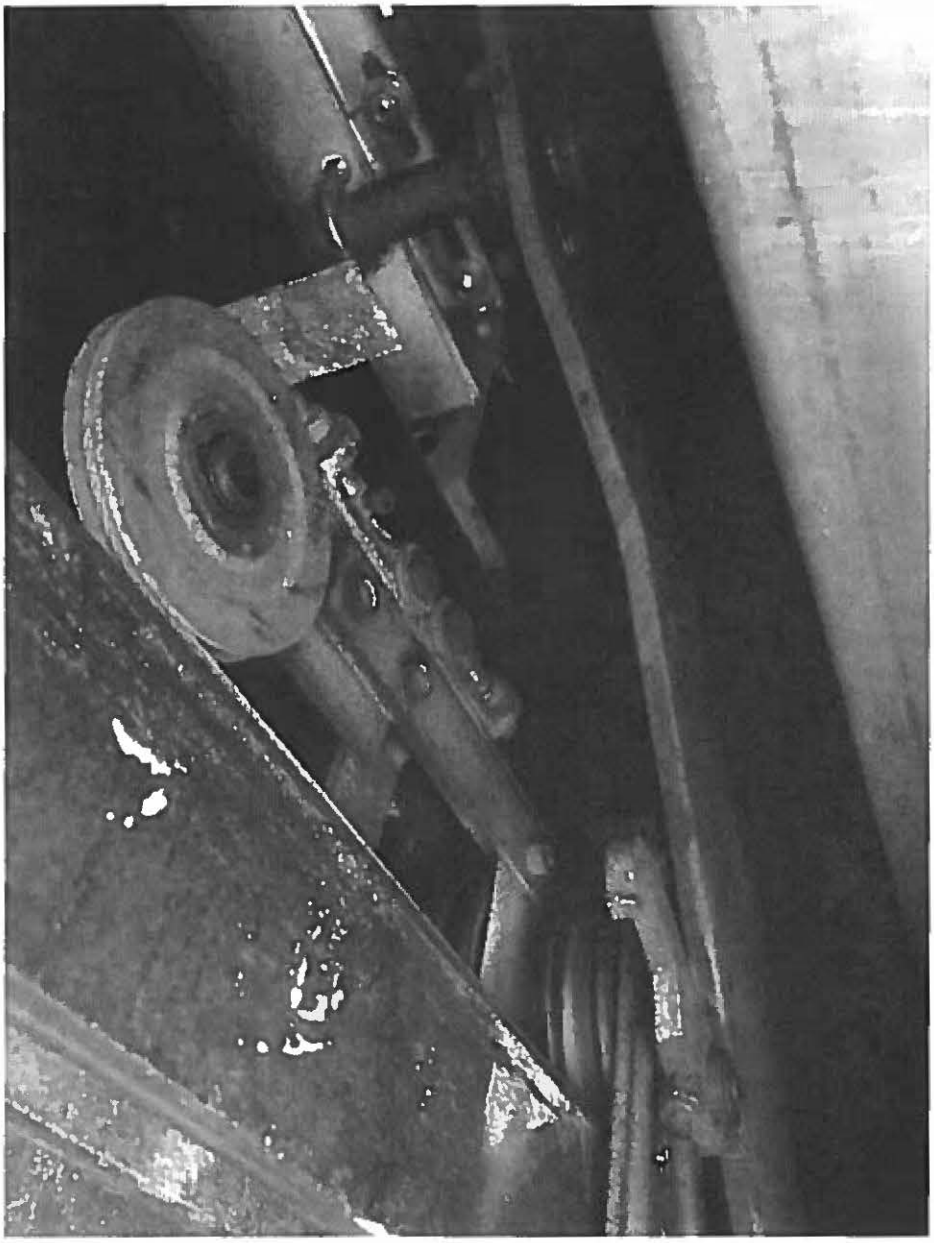
Elevator G – Requires Hoist Rope Replacement – Extreme Rouging



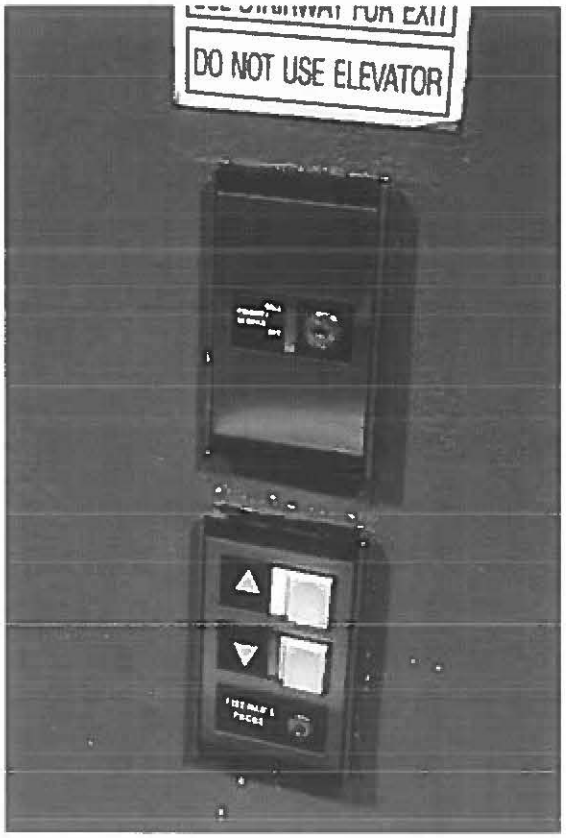
Elevator G – Requires Machine Seals and Bearings



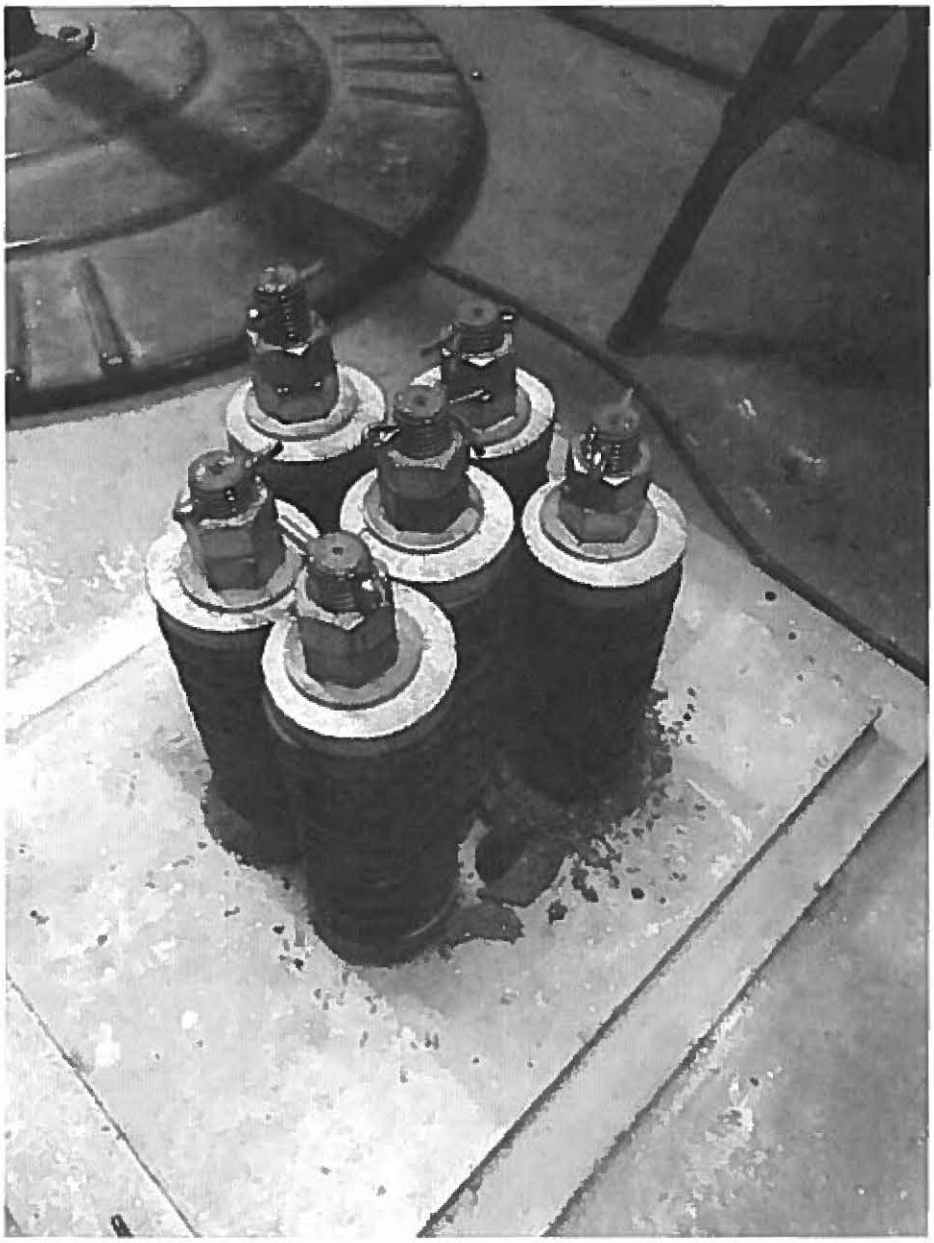
Elevators D and E door operation adjustments. The on set of rust is also causing operation issues. Recommend planning to upgrade the door operation system in the future.



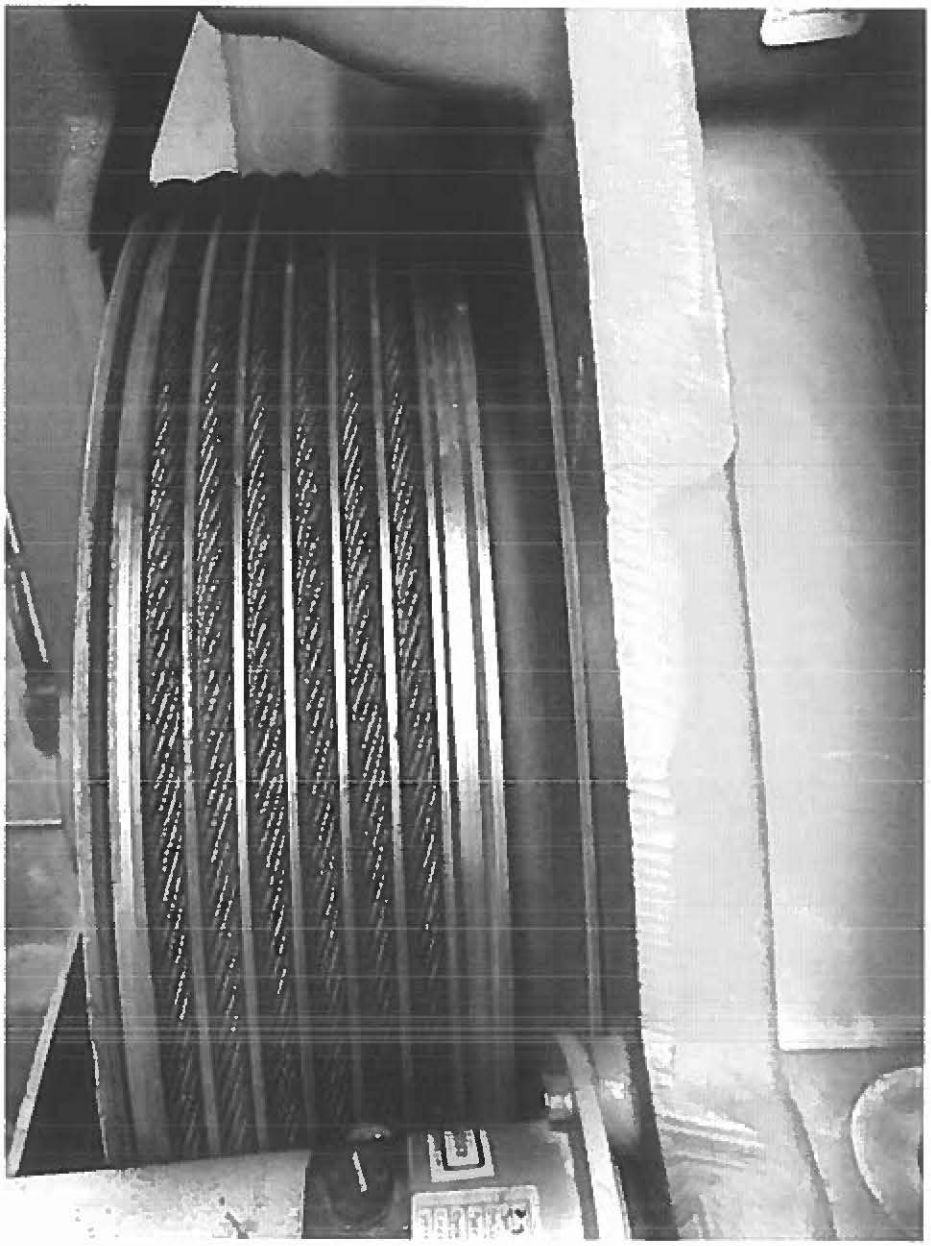
Elevators C, D, E, H, and I have obsolete vector pushbutton fixtures – part availability no longer existing. Major damage will render the elevator inoperable until new fixtures are manufactured (5-7 weeks).



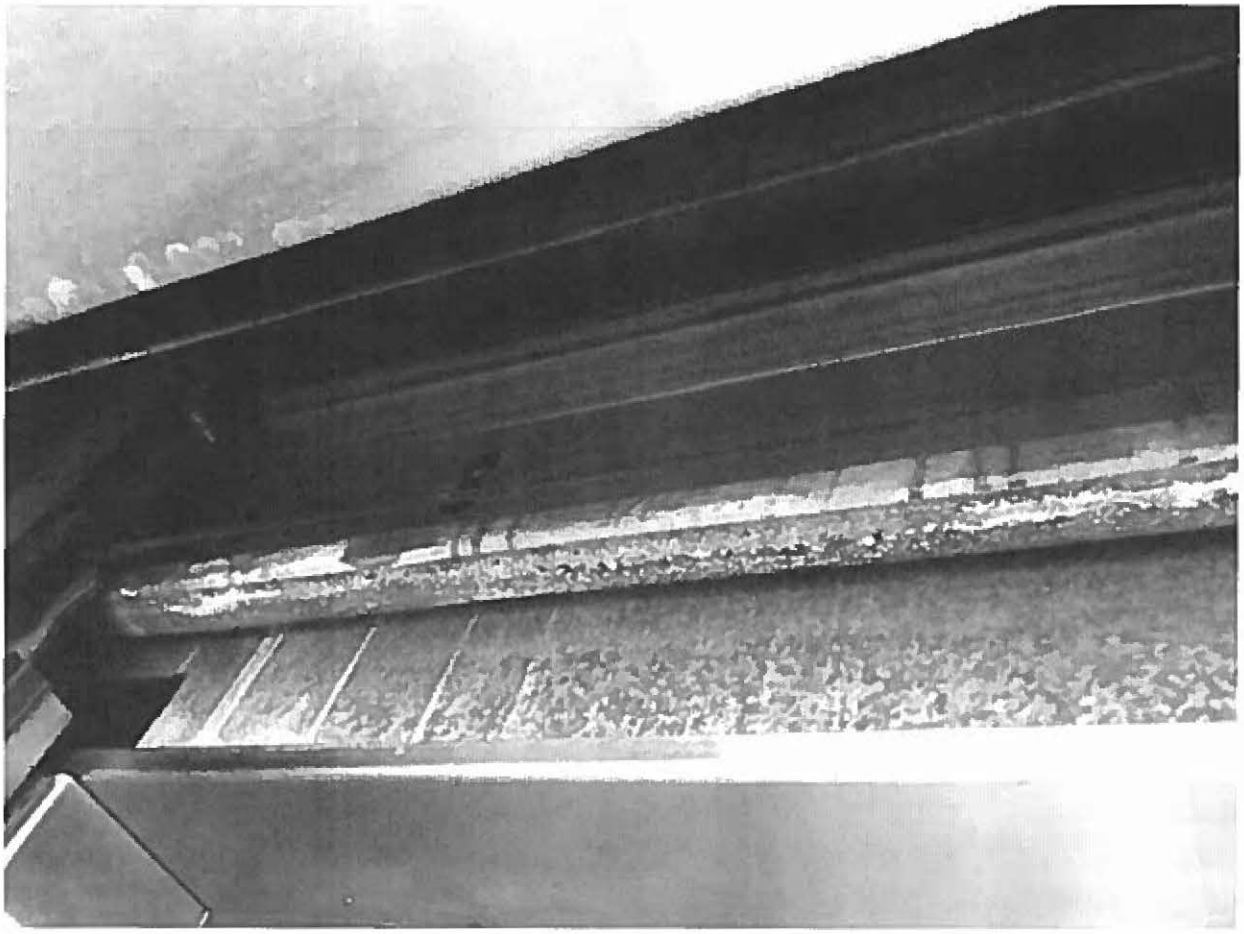
Elevators A, B, J, and K have disintegrating isolation padding. This needs to be replaced on all 4 cars.

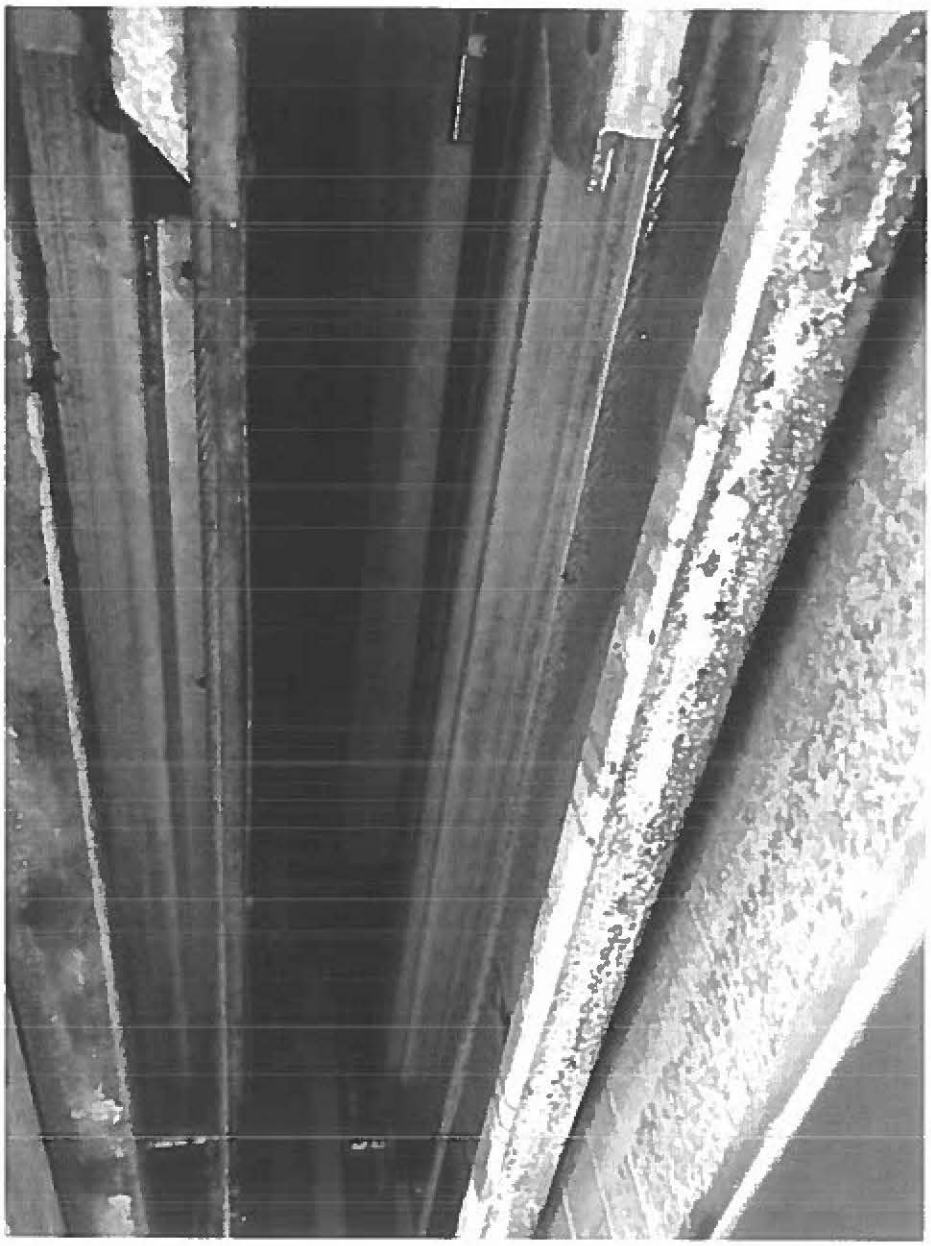


Elevators A, B, J, K, and L need Tribol lubrication coated onto the steel hoistropes to prevent further rusting and to properly lubricate.



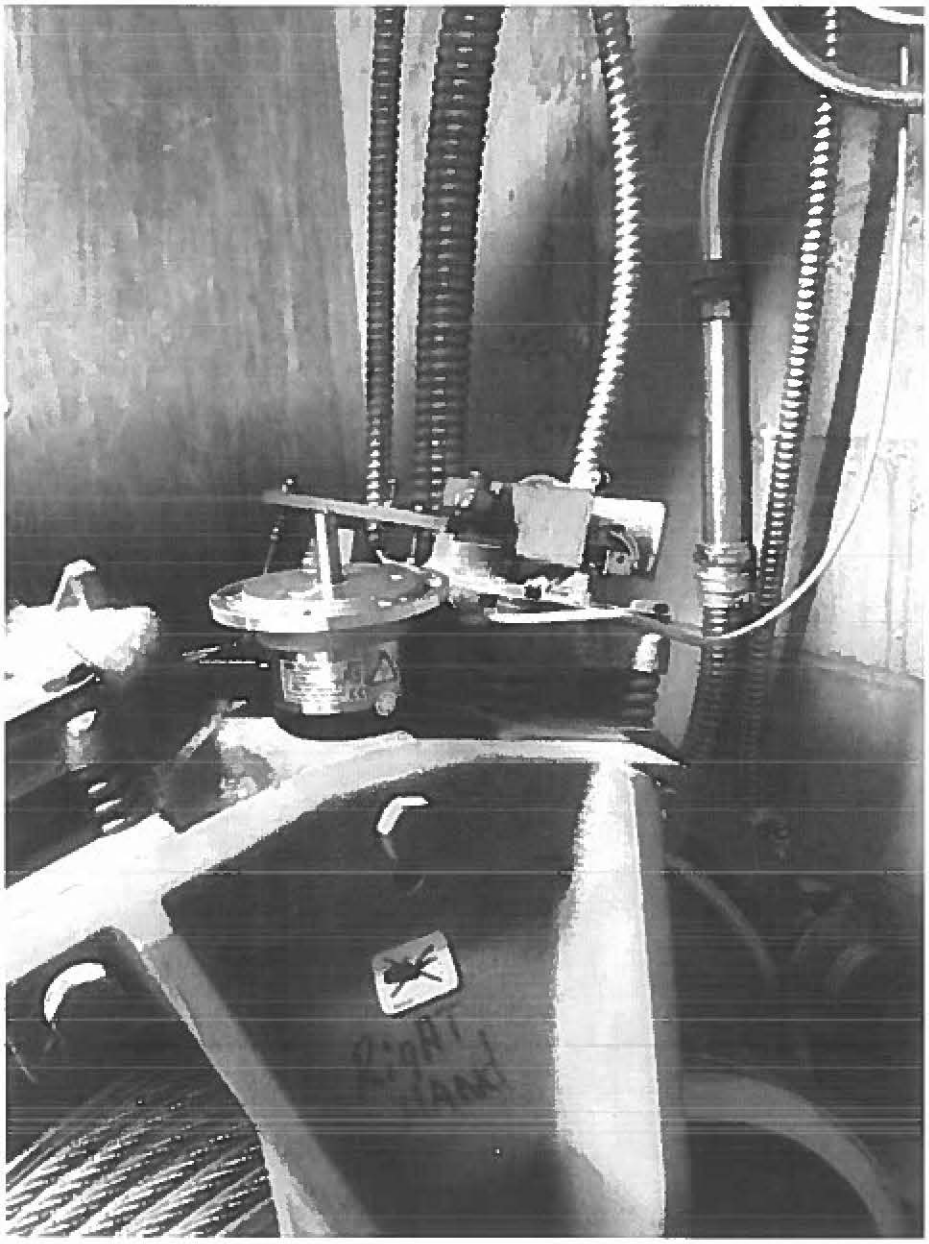
Elevators A, B, J, and K has rust remediation needs to slow the spread of rust to the door equipment, including tracks, interlocks, and gibbs. This will create continuous reliability issues if not addressed.



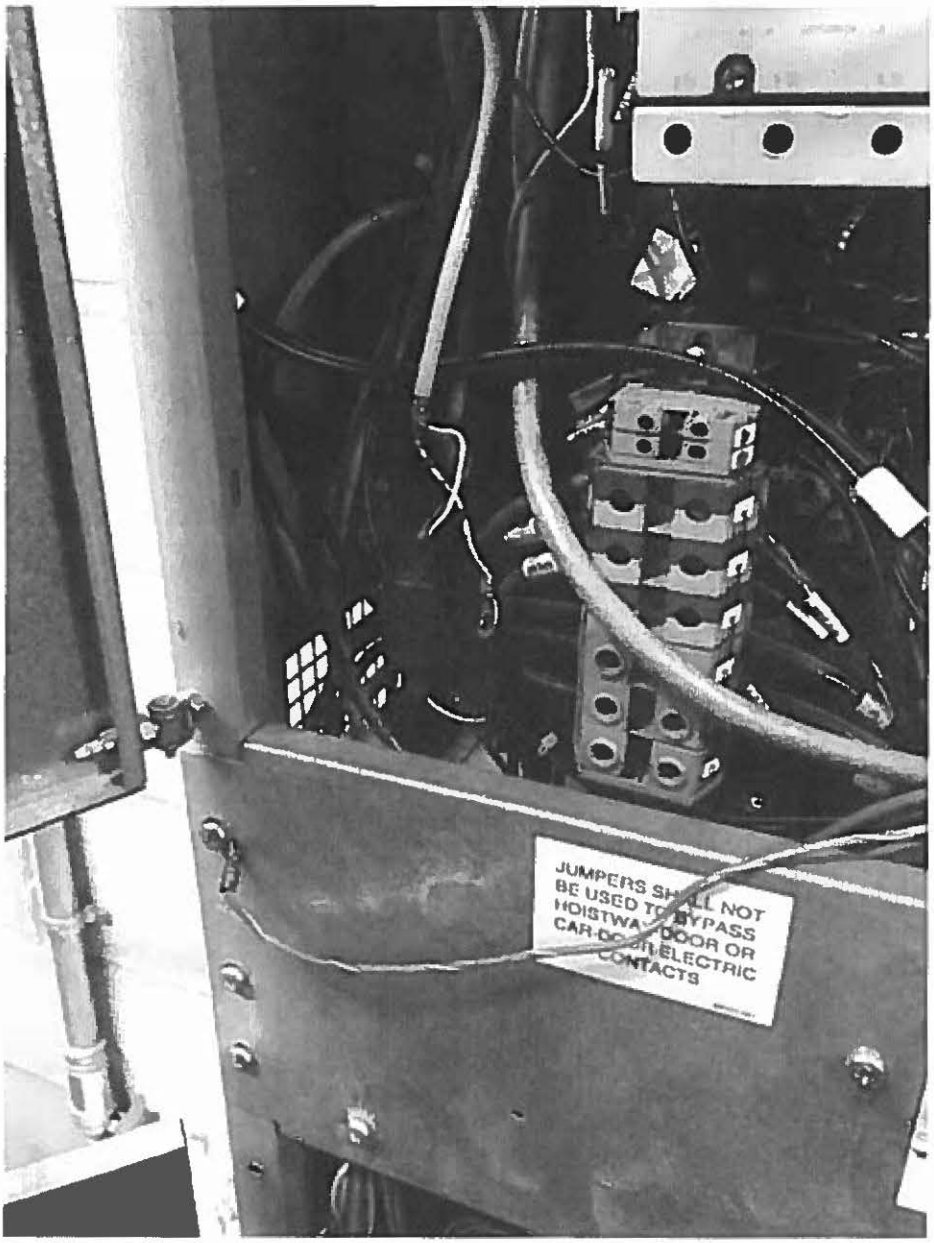


Elevators A, B, J, and K have deteriorating buttons. These will be problematic resulting in reliability issues and should be replaced proactively.

Elevator K's machine encoder is not connected. This device is part of the elevator's leveling system and is critical for the elevator to function.



Elevator K has wires not grounded (or not properly grounded)



Escalator #4 has extreme build up of handrail rubber inside the handrail inlet areas. These need to be cleaned, adjusted, and serviced immediately.

The majority of escalator handrails show extreme cracking and wear. All handrails should plan to be replaced, adjusted properly, and have the inlet areas cleaned of built up shavings.

Example of built up handrail dust mixed with water streaking down the balustrades.

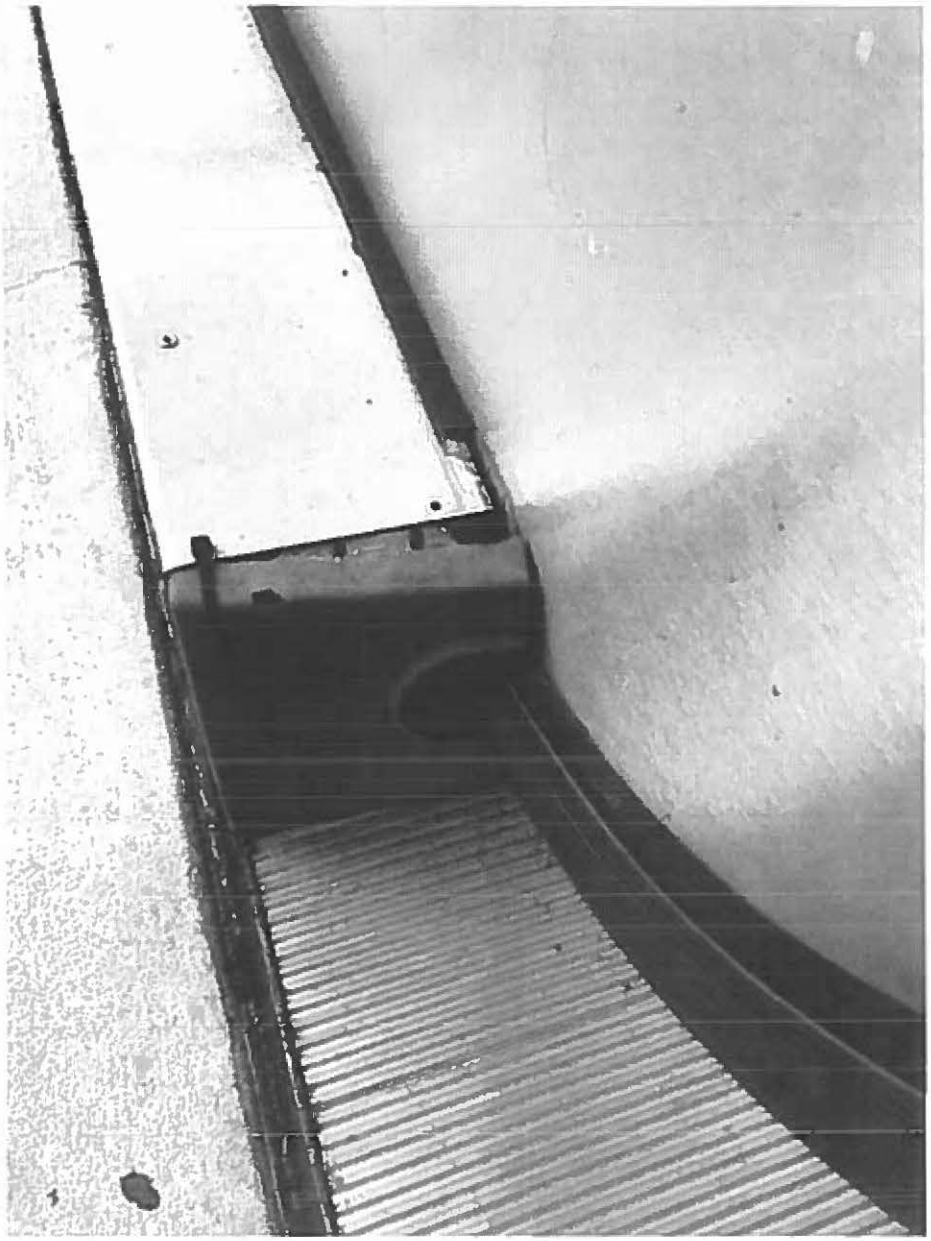
Duct tape placed on the escalator handrail

Duct tape holding the walk on and combplates together.

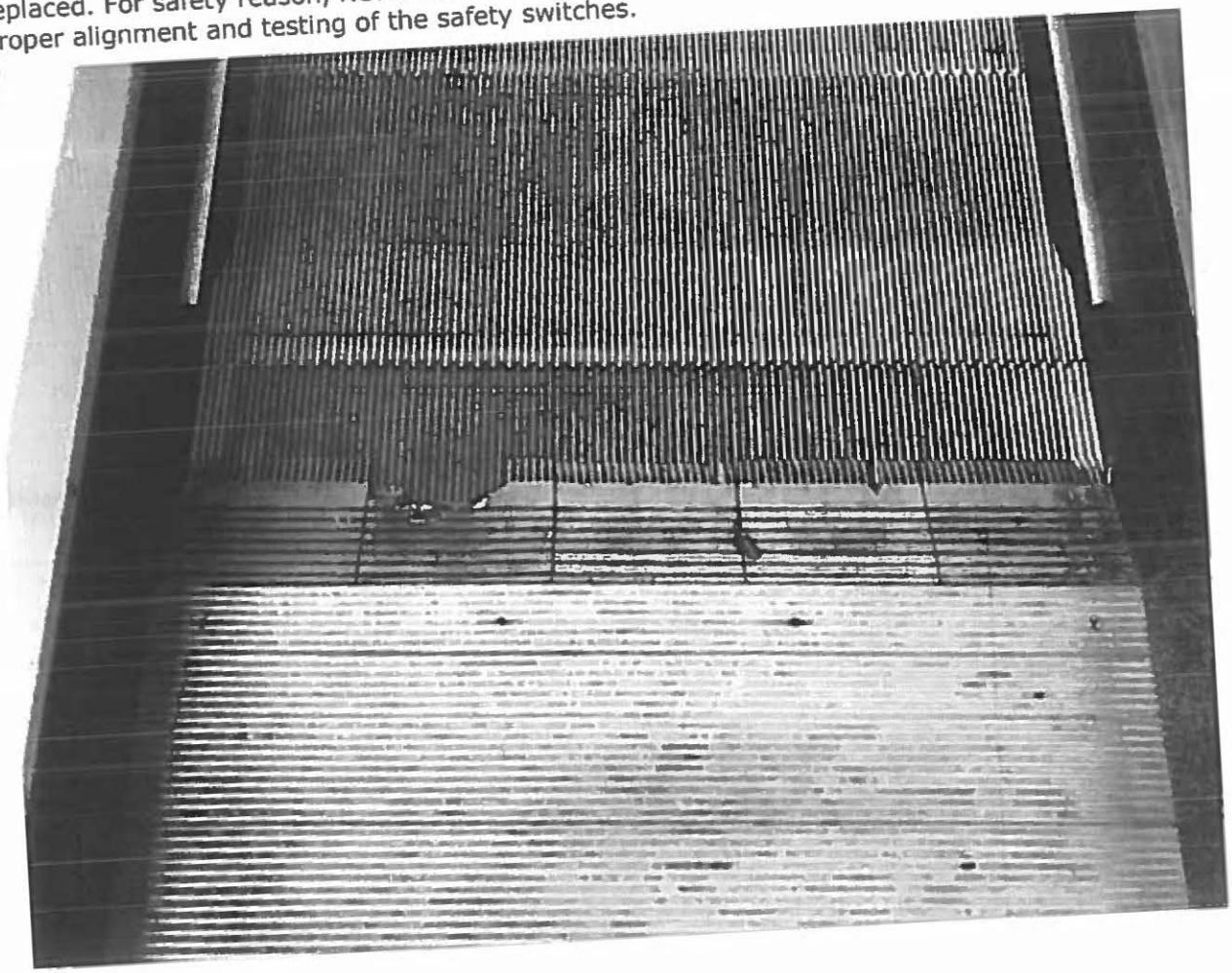
Handrail inlet area damaged. The inlet will likely not be intact including the safety switch.

Escalator handrail dust built up and mixed with water.

Handrail inlet area damaged. The inlet will likely not be intact including the safety switch. This is also zip-tied together.



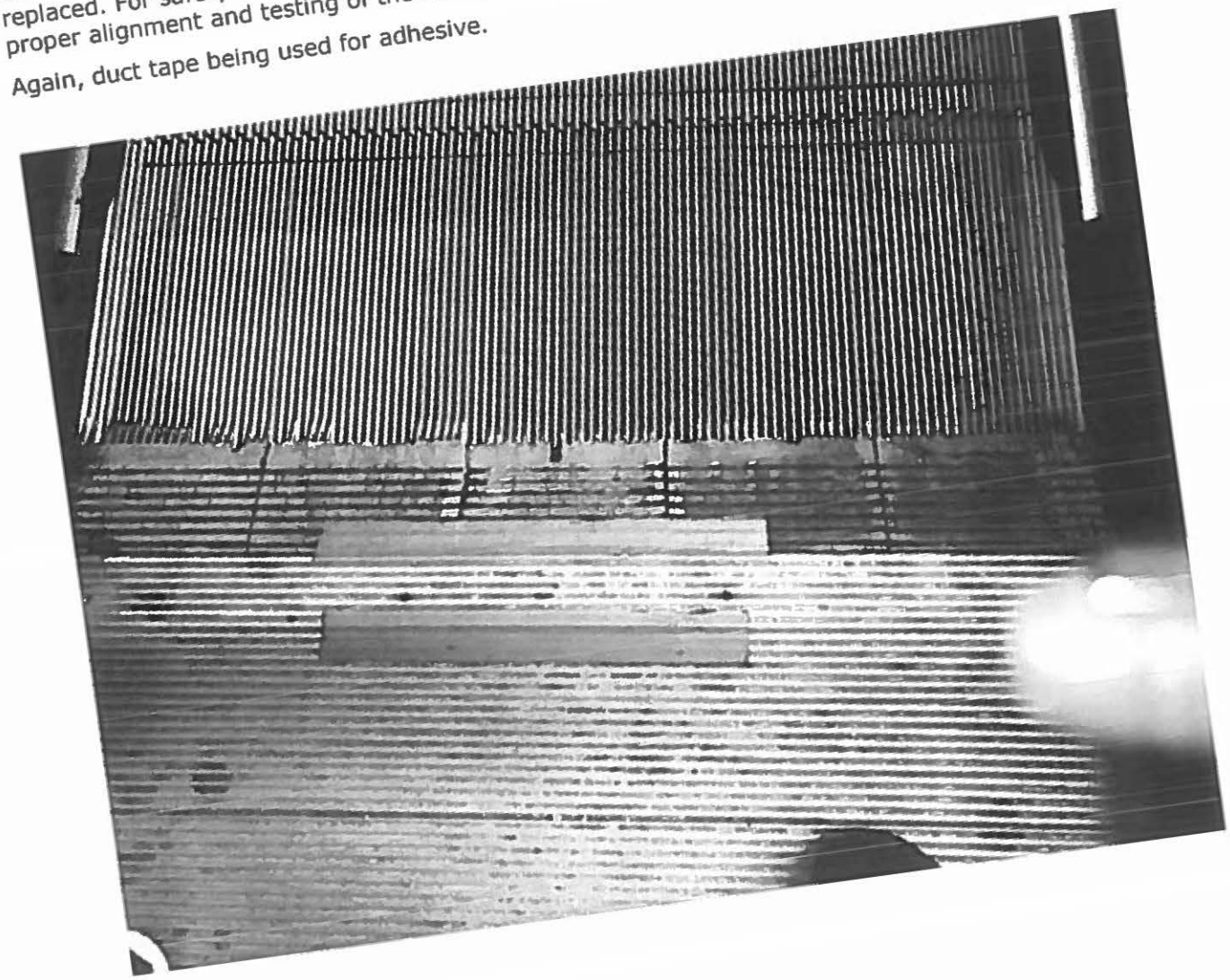
Severely damaged escalator combplate. Unit should be placed out of service until the combplates are replaced. For safety reason, KONE recommends all combplates be replaced on all escalators for proper alignment and testing of the safety switches.



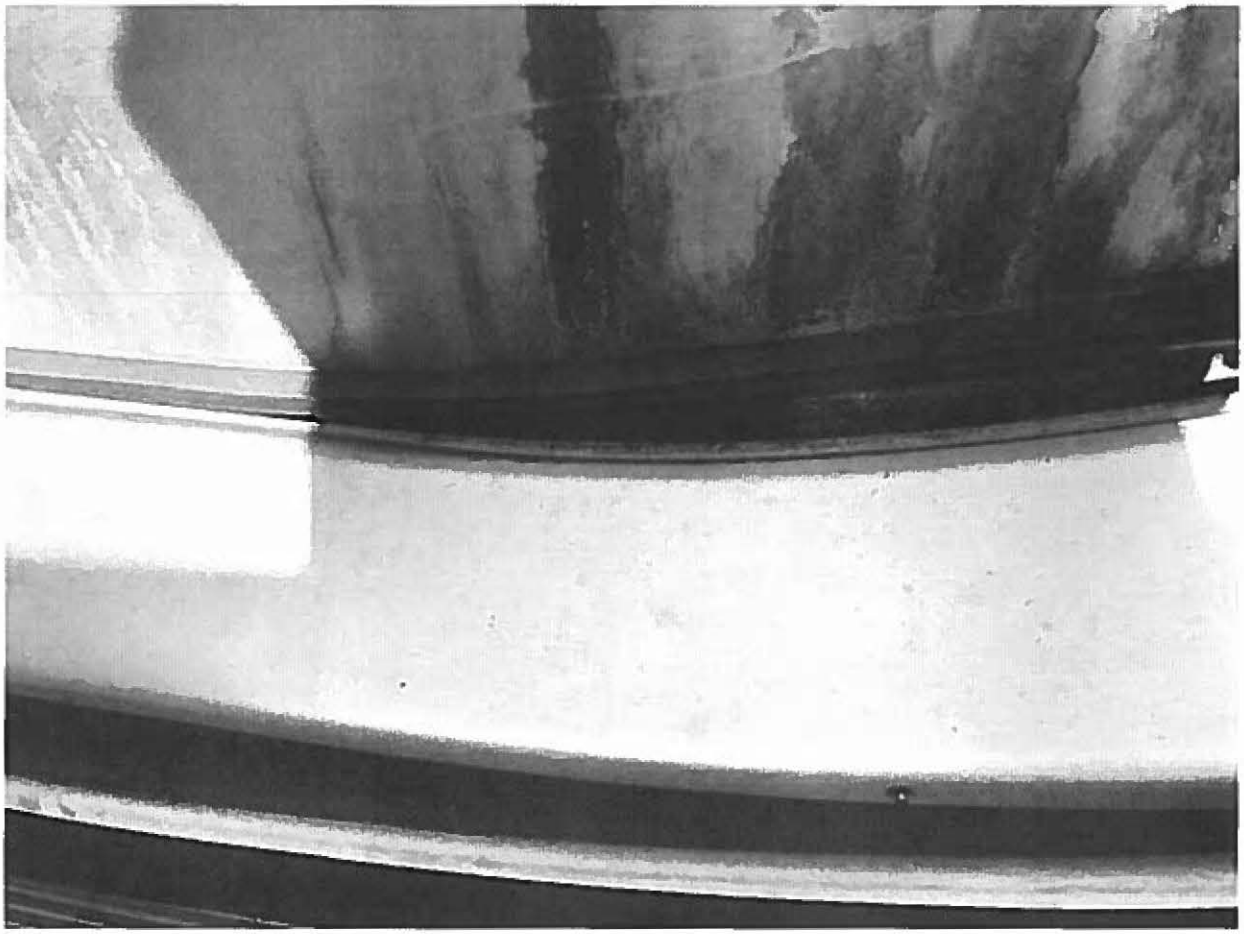
Environmental conditions have worn the escalator emergency stop switches. Most of which do not function properly. For safety reason, KONE recommends all emergency stop switches be replaced on all escalators.

Severely damaged escalator combplate. Unit should be placed out of service until the combplates are replaced. For safety reason, KONE recommends all combplates be replaced on all escalators for proper alignment and testing of the safety switches.

Again, duct tape being used for adhesive.



Escalator trim pieces are disconnected creating pinch points through the escalator.



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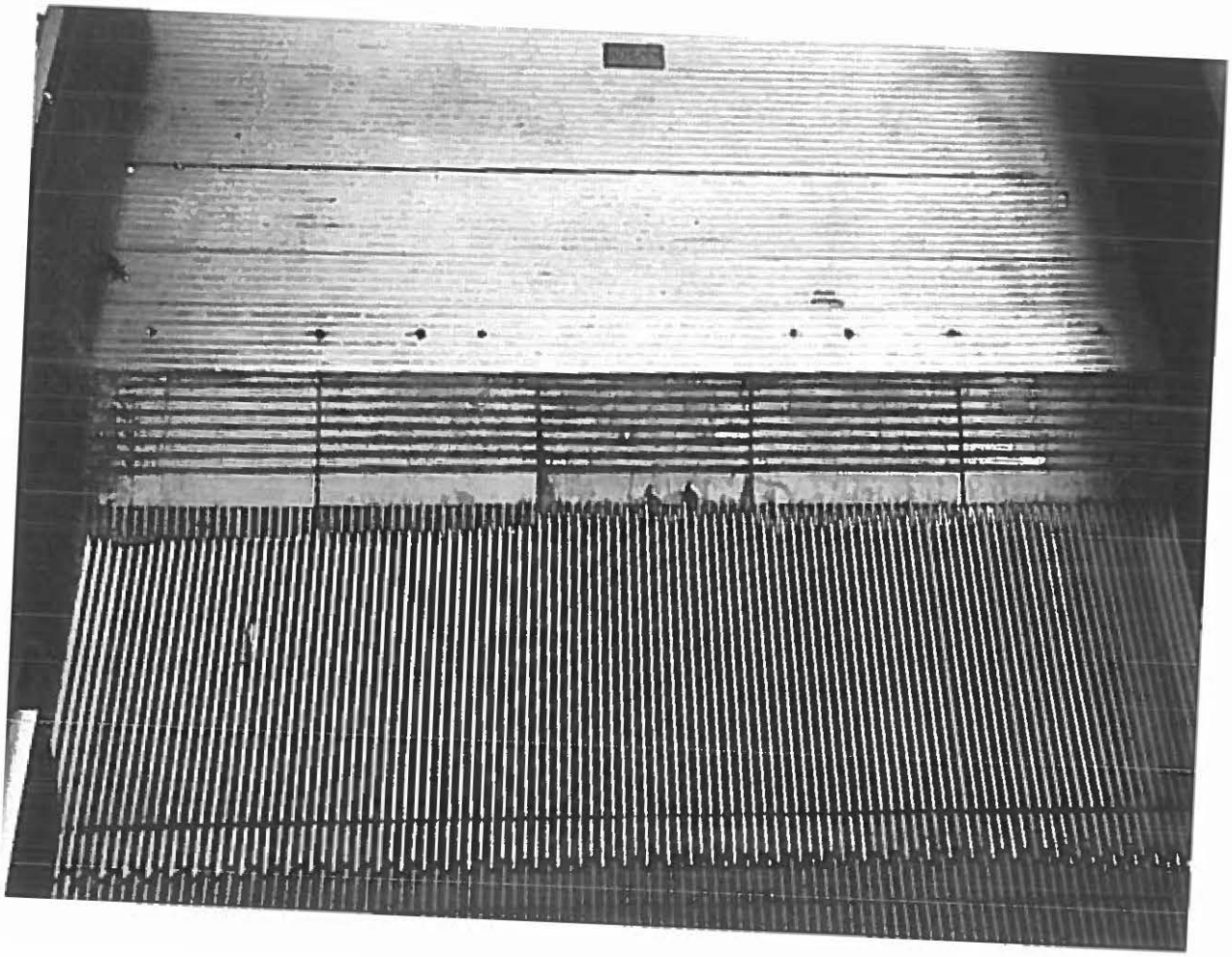
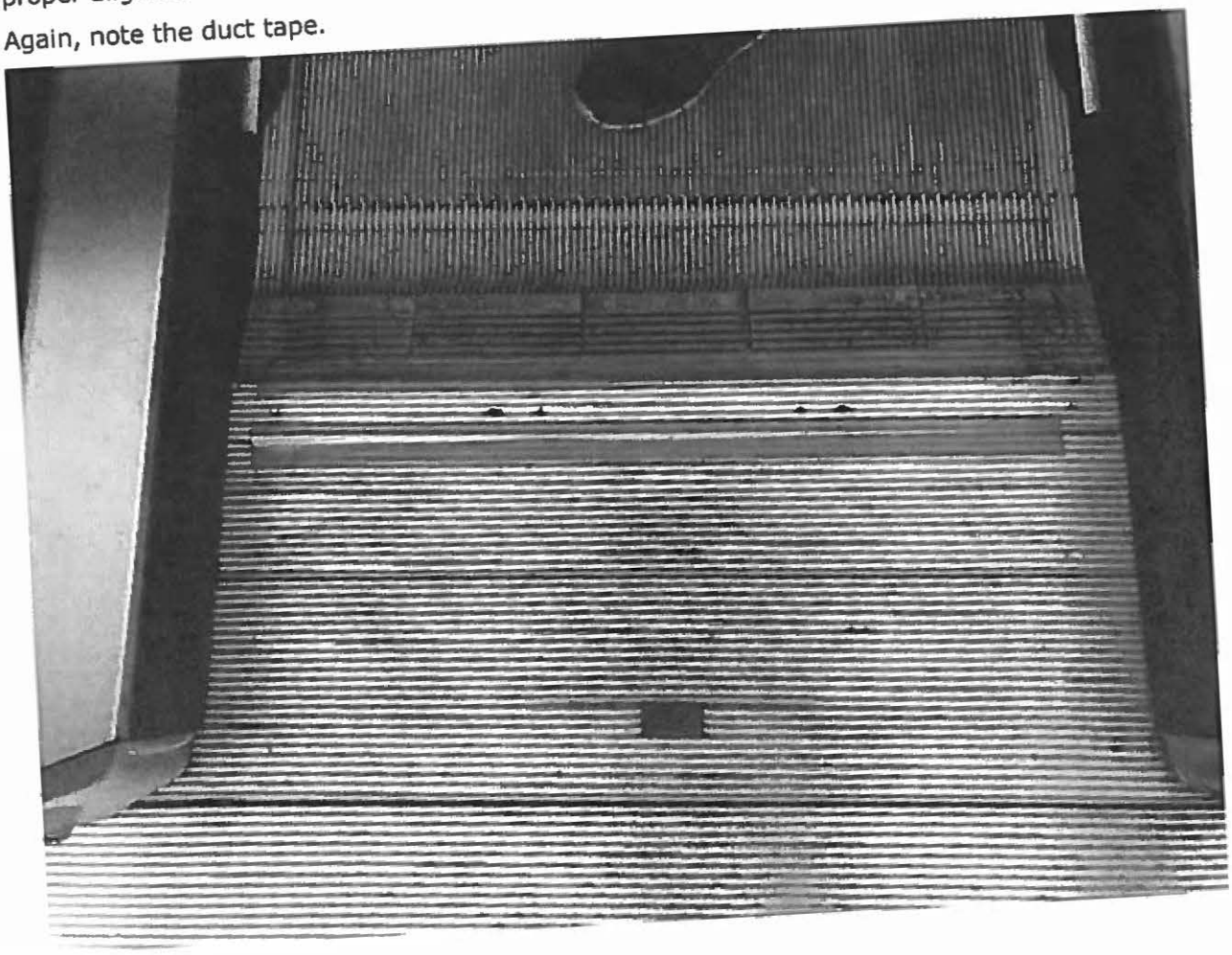
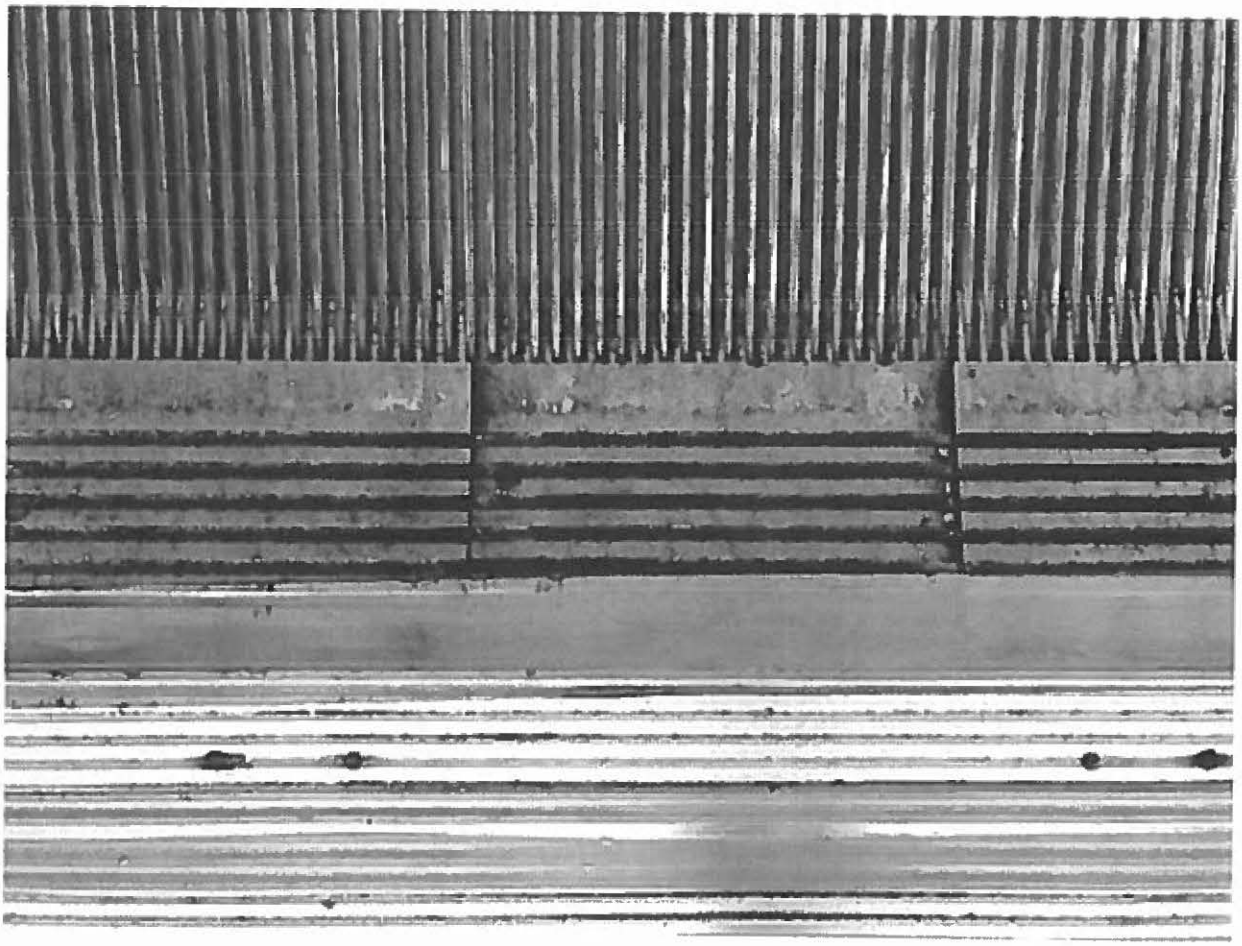


Severely damaged escalator combplate. Unit should be placed out of service until the combplates are replaced. For safety reason, KONE recommends all combplates be replaced on all escalators for proper alignment and testing of the safety switches.

Again, note the duct tape.





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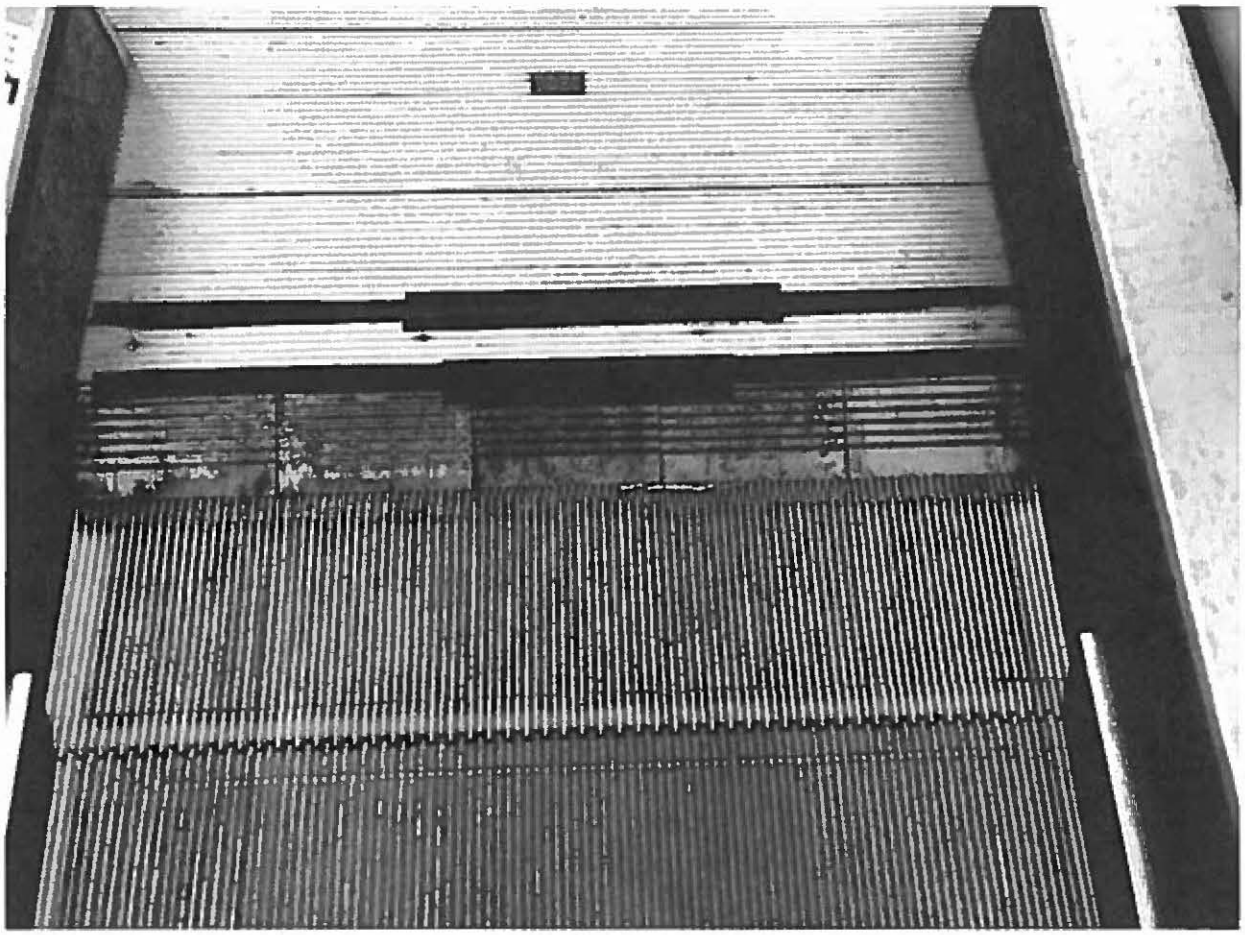

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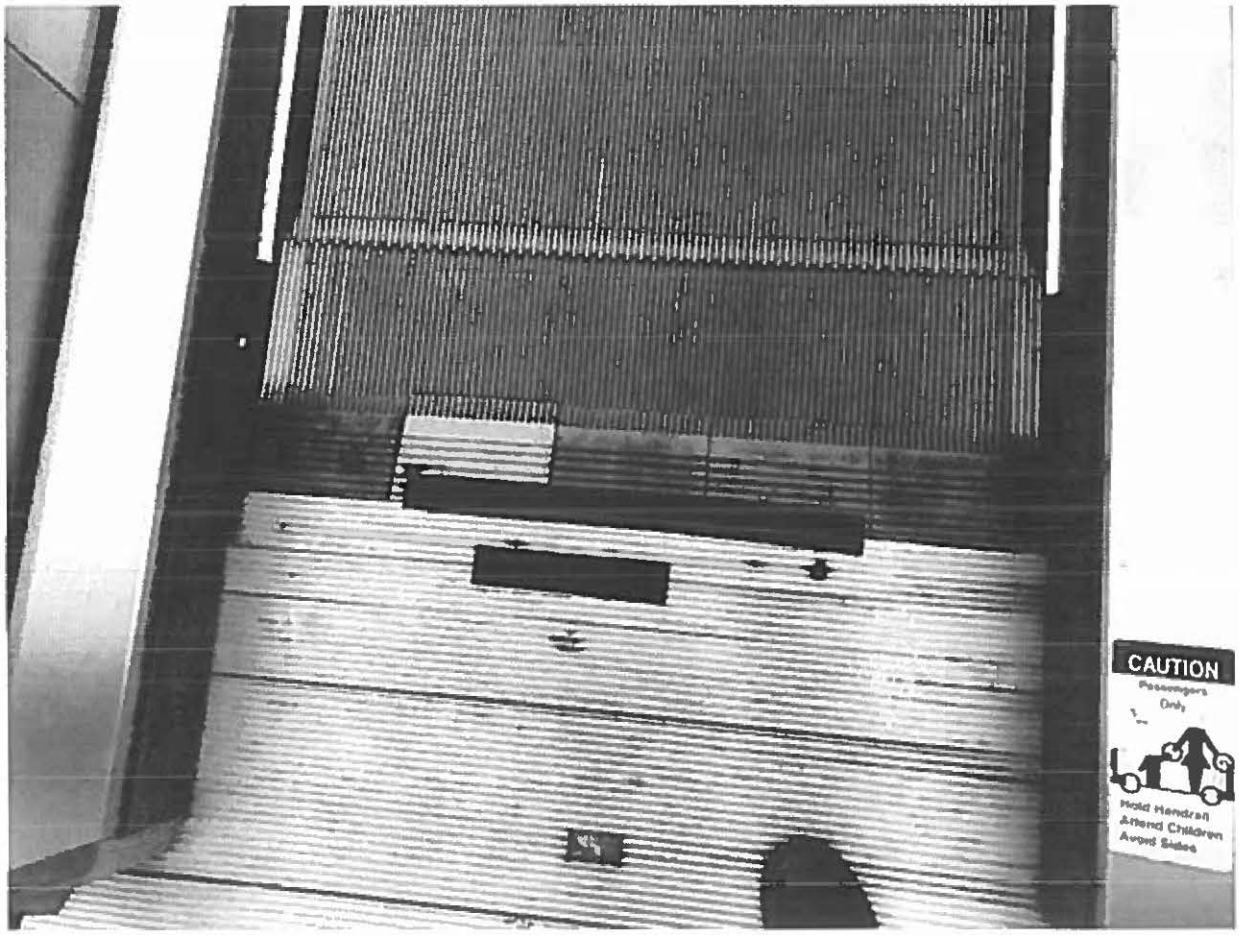
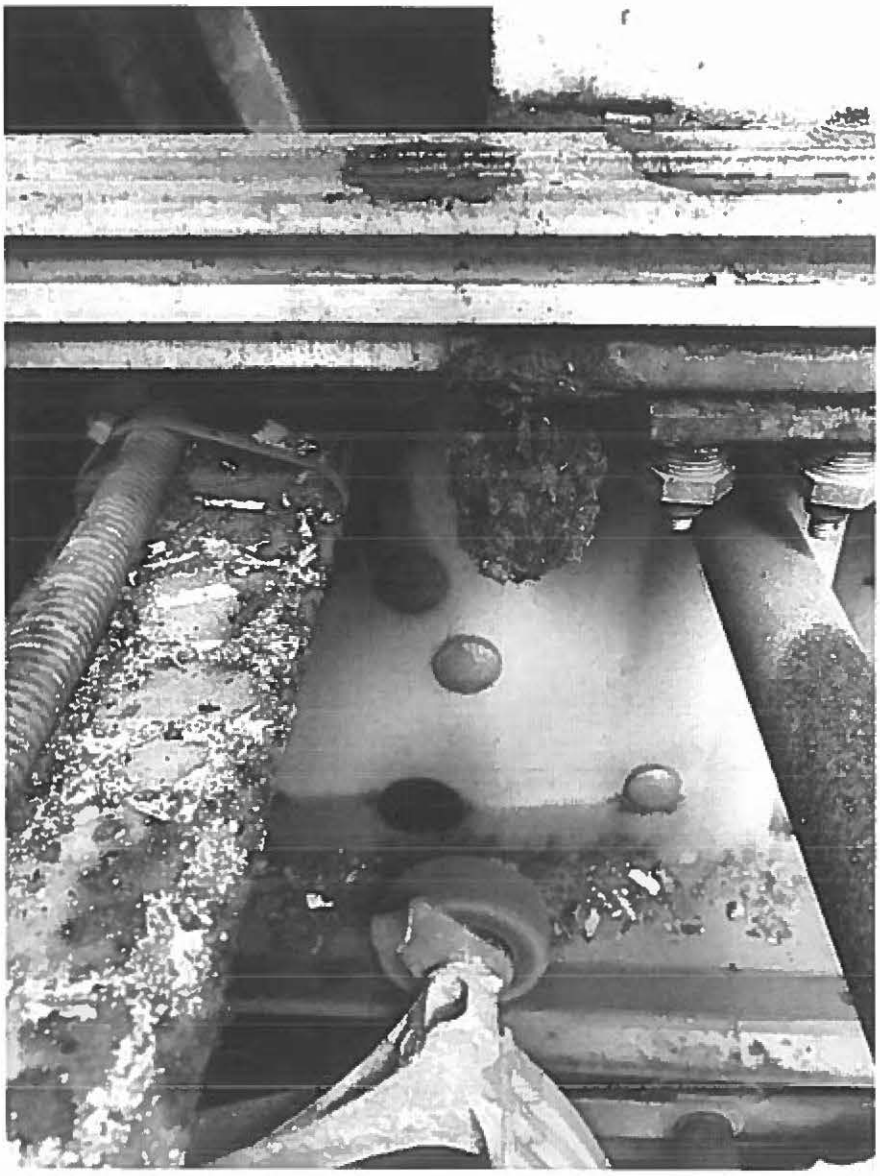
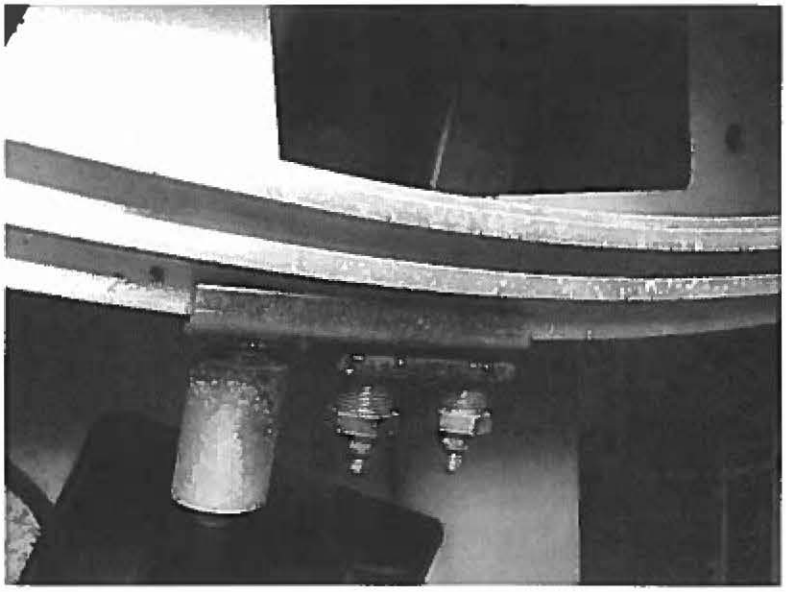
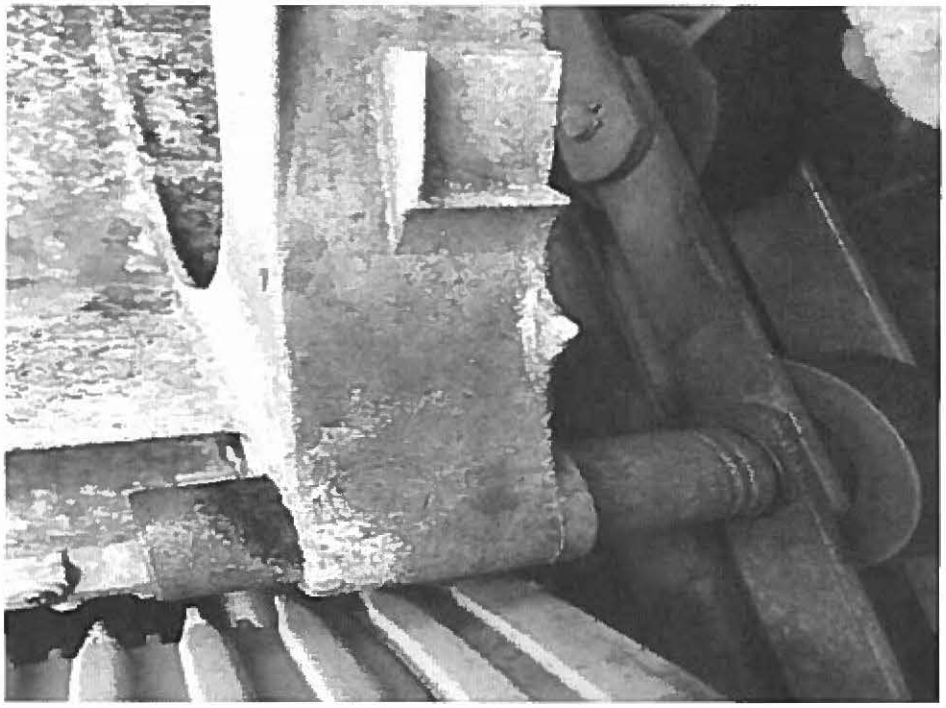


Escalator inlet area is not connected to the structure. Safety switch unlikely to function.







Klages, David

From:	Verdejo Magras, Wanda
Sent:	Thursday, June 04, 2020 12:32 PM
To:	Klages, David
Subject:	FW: Insurance Requirements for Escalator and Elevator Repairs at TIAA Bank Field
Attachments:	INDEMNIFICATION.pdf; INDEMNIFICATION.docx; INS. REQ. Kansas City, MO Contract #GENRL-EV2516.pdf; Kansas City, MO Contract #GENRL-EV2516.pdf; Supplier Letter.pdf; Agency Memo for Escalator and Elevator Repairs at TIAA Bank Field.pdf

Greetings,

Thank you for allowing Risk Management an opportunity to review your request.

No changes are required to the **Insurance Requirements** but will need to add the attach **Indemnification** to the project and this will conclude Risk Management's review of **Escalator and Elevator Repairs at TIAA Bank Field** Bid unless further notified.

NOTE: I attach the indemnification as a Word doc. & PDF for your convenience.

Any further questions please feel free to contact me.

Note: All emails need to be sent to Wverdejo@coj.net & RiskReview@coj.net

Cordially,

Wanda Verdejo
Project Manager for
Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : **904-255-5316**
Email : *wverdejo@coj.net*

Jacksonville
Where Florida Begins.

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From: Verdejo Magras, Wanda
Sent: Thursday, June 04, 2020 11:44 AM
To: Klages, David
Subject: RE: Insurance Requirements for Escalator and Elevator Repairs at TIAA Bank Field

Greetings,

I received your request and it's in line for review. As soon as I get the conclusion of the review it will be forward to you.

Please label all emails correspondence :Subject- **Escalator and Elevator Repairs at TIAA Bank Field**

NOTE: All emails need to be sent to Wverdejo@coj.net **&** RiskReview@coj.net

Any further questions please feel free to contact me.

Cordially,

Wanda Verdejo
Project Manager for
Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : **904-255-5316**

Email : *wverdejo@coj.net*

Jacksonville
Where Florida Begins.

From: Klages, David
Sent: Thursday, June 04, 2020 10:07 AM
To: RiskReview
Cc: Verdejo Magras, Wanda
Subject: Insurance Requirements for Escalator and Elevator Repairs at TIAA Bank Field

Good morning. We would like to piggyback off the attached Kansas City, MO contract to procure the contractor's services for escalator and elevator repairs at TIAA Bank Field. Would you please review the contract and let me know if the insurance requirements are acceptable?

Thank you,

David R. Klages
Purchasing Analyst
City of Jacksonville, Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: (904) 255 – 8813
Email: dklages@coj.net

CITY OF JACKSONVILLE

INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

FACILITY REPAIR AND MAINTENANCE CONTRACT

EV2516 ELEVATOR AND ESCALATOR

MAINTENANCE AND REPAIR SERVICES

GENERAL SERVICES DEPARTMENT

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and KONE, INC. ("Contractor"). City and Contractor agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Work To Be Performed. The Specification/Scope of Work and any addenda are attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract and Additional Periods

A. Initial Term. The initial term of this Contract shall begin on December 1, 2018 and shall end on November 30, 2024 for a six (6) year term. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.

B. Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.

C. Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

D. The products and services which are subject to this Contract may be covered by a separate maintenance agreement (see Exhibit 4). The term of the maintenance agreement shall be governed by that document and may extend beyond the expiration date of this Contract.

Sec. 3. Purchase Orders

A. City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance.

B. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.

Sec. 4. Compensation.

A. The maximum amount that City shall pay Contractor under this Contract is set forth in the Contract – Contractor's proposal shall provide all work at the prices contained in Contractor's Proposal that is incorporated herein by reference.

B. Contractor will bill the City, in a form acceptable to the City, on the following basis:

C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

D. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

E. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

Sec. 5. Notices. All notices required by this agreement shall be in writing sent to the following:

City:

General Services Department
Procurement Services Division
Cedric Rowan, Manager of Procurement Services
City Hall, 1st Floor, Room 102W
414 E. 12th Street
Kansas City, MO 64106
Phone:(816)-513-0814 Facsimile: (816)-513-1066
E-mail address: cedric.rowan@kcmo.org

Contractor: Kone, Inc.
Contact: Ashley Brauer, Senior Sales Consultant
Address: 2700 BiState Drive, Suite 100
Kansas City, MO 64108
Phone: (816)-531-2140 (Ext. 10514) Facsimile: (816)-531- 5523

E-mail address: ashley.brauer@kone.com

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight

courier(with confirmation of delivery), or e)three business days after the date of mailing, whichever is earlier.

Sec. 6. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 7. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling. For any participating public agency, Exhibit 4 will be the controlling document and prevail over Part I and Part II of this Contract.

Sec. 8. Minority and Women's Business Enterprises. See Exhibit 1: City of Kansas City Special Requirements

Sec. 9. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

Sec. 10. Bonds and Surety. See Exhibit 1: City of Kansas City Special Requirements

Sec. 11. Subcontracting.

A. Contractor shall not employ or retain any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom City has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City's Minority and Women's Business Enterprise Program as a result of the Subcontractor's failure to comply with any of the requirements of the provisions of Chapter 3 of the City's Code as determined by the Director of the Human Relations Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.

C. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

Sec. 12. Prevailing Wage.

A. Prevailing Wage.

1. Contractor shall comply and require its Subcontractors to comply with;

   a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and

   b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and

   c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and

   d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.

2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.

3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.

4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.

5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's:

   a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's

"Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and

c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

d. The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.

7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.

8. If the Contract Price exceeds $250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased

or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.

10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.

11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.

12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars ($100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.

B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.

1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars ($100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed

whether or not the Contract Times have expired.

2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.

2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at http://www.dolir.mo.gov/ls/index.htm.

3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at http://www.dolir.mo.gov/ls/index.htm. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.

4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 13. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A – RFP EV2516
Attachment B – Proposer Response dated June 8, 2018
Attachment C - Clarification Questions and Answers
Attachment D - Scope of Services revised per Clarification Questions
Attachment E - Facility Repair and Maintenance Contract Part II
i. Exhibit 1: City of Kansas City Special Requirements
ii. Exhibit 2: City of Kansas City Pricing Schedule
iii. Exhibit 3: National Pricing Schedule
iv. Exhibit 4: Participating Public Agency Service Level Agreement
Attachment F – 00620 Insurance Certificate

THE BELOW FORMS ARE SPECIFIC TO THE CITY OF KANSAS CITY, MO

Attachment G – HRD Forms & Instructions

00440 HRD 5: Construction Contract HRD Instructions
00450 HRD 8: Contractor Utilization Plan/Request for Waiver
00450.01 Letter of Intent to Subcontract
00460 HRD 10: Timetable for MBE/WBE Utilization
00470 HRD 11: Request for Modification or Substitution
00485 HRD Monthly Reporting Forms

Attachment H - Bonds

00610 Performance and Maintenance Bond
00615 Payment Bond

Attachment I – 00830 Wage Rate Requirements

Annual Wage Order #25
County – Cass, Clay, Jackson, Platte or Ray
Work Type: State – Heavy
State – Building
Division of Labor Standards Rules & Regulations
01290.08 Wage Rate Verification Questionnaire
01290.09 Subcontractors and Major Material Suppliers List
01290.11 Daily Labor Force Report
01290.14 Contractor Affidavit for Final Payment
01290.15 Subcontractor Affidavit for Final Payment

Attachment J – 00560 Missouri Project Exemption Certificate

00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment K – 00630 Revenue Clearance Release Authorization

Attachment L – 00515.01 Employee Eligibility Verification Affidavit

Sec. 14. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 15. Emergencies.

(a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.

(b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.

(c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases

made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

(d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.

(e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.

(f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.

(g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

CONTRACTOR
I hereby certify that I have authority to execute this document on behalf of Contractor

Date: NOV 19, 2018

By:

Title: Senior Vice President

Date: 12/4/2018

KANSAS CITY, MISSOURI
By: Cedric Rowan

Title: Manager of Procurement Services

Approved as to form:

Assistant City Attorney

PART II

FACILITY REPAIR & MAINTENANCE CONTRACT

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

2. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents.

3. **City** means City and its agents, officials, officers and employees.

B. Contractor's obligations under this Section with respect to indemnification shall be limited to the coverage and limits of General Liability insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all negligent acts or omissions in connection with this Contract but only to the extent caused by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the negligence of City.

D. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Independent Contractor. Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 3. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage of the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of $1,000,000 per occurrence and $2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

c. Per Project Aggregate Liability Limit

d. No Contractual Liability Limitation Endorsement

e. An Owners and Contractors Protective Liability Policy (OCPL).

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory
Employers Liability $100,000 accident
with limits of:
$500,000 disease-policy limit
$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of $1,000,000 , covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an " each accident" basis. This insurance will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as

to acts done in connection with the Contract, by Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of $2,000,000.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as Named Insureds on the OCPL for the services performed under this Contract and maintain products and completed operations coverage for the duration of this Agreement. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required coverage and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or authorized by the State of Missouri to do business in Missouri.

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

F. Contractor shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. Contractor shall retain such evidence in its files and make available to City within ten (10) days after written request.

Sec. 4. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 5. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

Sec. 6. Termination for Convenience.

A. City may, at any time upon thirty (30) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.

C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination

and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 7. Resolution of Claims

A. For purposes of this Section 7 only, the following terms shall have the meanings listed:

1. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, the adjustment of Contract price and/or times with respect to the terms of the Contract.

2. City's Representative--Person or agency designated to act for the Director.

B. The Contractor must give written notice to the City's Representative within fourteen (14) calendar days after the occurrence of the event giving rise to the Claim or within fourteen (14) calendar days after the first recognition of the conditions giving rise to the Claim. After the fourteen (14) day period for filing claims has expired, the Claim shall be considered waived unless the Director grants an extension based on good cause shown by the Contractor that such additional time is warranted. The responsibility to substantiate Claims shall rest with the Contractor.

C. If the claim cannot be resolved by direct negotiation between the City's Representative and the Contractor, the parties must submit the Claim to the Director within five (5) days after the parties agree that they cannot resolve the Claim.

D. The submittal of the Claim position statements shall: 1) be in writing; 2) state the issues; 3) and state the respective positions of the parties.

E. The Director shall review the written statements and reply in writing to both parties within ten (10) working days. The Director may extend this period if necessary by notifying the parties.

F. Absent fraud, gross mistake or bad faith, the Director's decision shall be final and binding on City and Contractor within fourteen (14) calendar days after issuance.

G. All administrative procedures set forth in this contract must first be exhausted before suit is filed.

H. The time frame for the Director's decision may be tolled if the parties mutually agree to participate in mediation. Mediator selection and the procedures to be employed in the mediation shall be mutually acceptable to both parties. Cost of the mediation, including the mediator's fees, shall be shared equally among the parties.

I. If the Claim is not resolved during mediation, the Contractor agrees that it will file no suit based on facts or evidentiary materials that were not presented for consideration to the City during the mediation process or of which the Contractor had knowledge and failed to present during the administrative procedures.

Sec. 8. Default and Remedies. If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

Sec. 9. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 10.Modification. Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City and Contractor.

Sec. 11.Headings; Construction of Contract. The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 12.Severability of Provisions. Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 13.Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

Sec. 14.Affirmative Action. Not Used.

Sec. 15.Tax Compliance. Contractor shall provide proof of compliance with the City's tax

ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds $150,000.00.

Sec. 16.Assignability or Subcontracting.

A. Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

B. Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 17.Conflicts of Interest. Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

Sec. 18.Rules of Construction. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Contract.

Sec. 19.Reports. Contractor shall provide City detailed reports of actual contract usage by category each quarter and annually at no cost.

Sec. 20.Employee Eligibility Verification. If this contract exceeds five thousand dollars($5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Contractor shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

Sec. 21.Buy American and Missouri Preference Policies. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

Sec. 22.Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 23.Escalator Technical Survey. Contractor is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, Contractor will provide a separate proposal or recommendation for such work. Contractor's price and obligations under this Agreement are subject to a technical survey to be performed within 90-days of the effective date. If a safety hazard or code violation is identified during Contractor's technical survey, City will immediately remove the unit from service until repairs are performed. City agrees to indemnify, defend, and hold Contractor harmless for any claims arising out of City's failure to comply with Contractor's recommendations and proposal. If City does not immediately approve Contractor's proposal or recommendation, Contractor reserves the right to terminate this Agreement without penalty.

Sec. 24.Hazardous Materials. Notwithstanding anything contained to the contrary within this bid or contract, Contractor's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM) or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Contractor shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for Contractor to perform its work shall be the Cityr's sole responsibility and expense.

Sec. 25.Consequential Damages. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised

of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.

Sec. 26.Force Majuere. A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond Contractor 's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Sec. 27.Intellectual Property. All proprietary and intellectual property rights to the equipment, any drawings, technical documentation and software shall remain solely with Contractor.

Attachment D: Scope of Services City of Kansas City/U.S. Communities Master Agreement #EV2516

Overview

The importance of consistently maintaining the Equipment in a safe, fully operational condition demands that the Supplier have an effective maintenance management program. Such a program includes pre-established and documented maintenance procedures and schedules which will insure reliable performance of elevators under regularly scheduled maintenance. Supplier will use a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the Supplier in this scheduling system, which will be used to plan maintenance activities in advance. The Supplier will have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Supplier will have an effective system of self-audit mechanism to insure designated tasks are completed as scheduled and will provide an annual written condition report covering each piece of equipment.

1. Any corrections found to be necessary within twenty (20) days of the termination of agreement or any extension thereof shall be the responsibility of the Supplier.
2. In addition to all of the specifications outlined in this Section, any and all items in the manufacture's literature concerning preventative maintenance and any other pertinent procedures must be performed according to the manufacturer's specifications and timelines.
3. All work shall be performed during regular working hours of regular working days unless otherwise authorized by the City Representative.

   a) Contractor shall proceed with work when so requested and work continuously and diligently until completed.
   b) Skilled tradesmen with a minimum of three years of field experience shall be provided to perform all work required under this Contract.
   c) Contractor shall maintain direct communication capability with the City's representative 24 hours a day, seven (7) days a week, during the Contract period.
   d) Emergency Work - Respond to the service location within two (2) hours of receiving notification from the City Representative.
   e) Non-Emergency – Work shall be scheduled within three (3) working days of notification or as otherwise approved by the City's Representative.
   f) City of Kansas City Aviation Department will receive Overtime Callback coverage on all units that are listed as Contract Type "A".
   g) Contractor shall perform any and all work requested by City.
   h) Conferences will be held at the request of City or Contractor.
   i) The Scope of Services here will be extended to Participating Public Agencies, unless specifically altered in a properly executed end user service agreement.

4. OSHA Guidelines: The vendor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.
5. For all operations requiring the placement and movement of the Supplier's equipment, Supplier shall observe and exercise, and compel its employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to, or undue interference with, the movement of the public and City personnel. All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.
6. If any maintenance deficiencies are identified during the term of the agreement, KONE will work with Owner/Agency under the terms of the agreement to rectify in a timely manner. Contractor warrants and guarantees to the City that all equipment and materials to be furnished under this agreement are free from all defects in workmanship and materials. Contractor further warrants, guarantees and agrees to remedy all such defects and to replace at Contractor's expense and at no expense to the City any or all labor, transportation, part or parts of the equipment or materials to be furnished under this agreement which are or become defective due to such defects within twelve (12) months after new equipment accepted by customer, and 90-days from repair work completed by contractor.
7. If Owner/Agency elects to have a third party perform services on equipment covered under the Agreement, purchaser must promptly notify KONE in writing and provide KONE an opportunity at its own cost to inspect the equipment to ensure compliance with KONE and Industry Standards. Should it be determined that re-work, different or additional work is required, such work will be at purchasers cost. Owner/Agency waives all claims against KONE directly related to a third party's performance of services.
8. Defective Material: The successful Supplier shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the Supplier within seven (7) calendar days.
9. Standard Work Processes: The Supplier shall have in its possession written procedures of all maintenance tasks to be performed, complete and thorough in description. These written procedures will include the step-by-step tasks necessary to comprehensively complete the procedure. Written procedures will be made available to all Supplier personnel who could reasonably expect to be working on any of the equipment covered under this contract on either a permanent or temporary basis. The purpose of this requirement is to ensure uniformity of the quality of Work performed and to provide documentation toward that goal.

Maintenance and Modernization Services to be Performed

1. The work required consists of providing elevator, escalator, wheelchair lift, chair lift, and walkway maintenance, modernization and repair services at various city-owned facilities in Jackson, Clay, Platte and Cass Counties.
2. Services shall include, but are not limited to:

    a) Maintenance work orders for preventative maintenance to repair or replace equipment including inspections, adjustments, testing and replacement of parts, as herein specified, for the safe and smooth operation of the equipment
    b) Oil and grease work orders
    to reduce wear and prolong the useful life of moving parts of equipment through proper lubric ation on an as-needed basis.
    c) Emergency repairs on short notice may be required in order to restore facilities to full operating condition.
    d) Provide all necessary equipment and supplies.

    i. All parts used in full maintenance shall be manufactured by or approved by the manufacturer of the equipment being serviced and shall be compatible with original equipment. The Contractor shall furnish all products, materials, or parts necessary for the completion of work or required by applicable codes and shall furnish lubricating oils and greases of proper type and weight, rope preservative and wiping cloths. All materials and parts shall be provided in accordance with the requirements herein specified for the maintenance of all elevators and escalators listed. The contractor must own and maintain in stock, at all times for immediate delivery and installation, a sufficient supply of emergency parts for repair of each piece of equipment. Spare parts shall be genuine manufacturers' parts designed for the equipment on which they are to be used. No substitutes shall be permitted. The Contractor shall maintain an up-to-date inventory of all spare parts by part number.

    ii. Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for microprocessor equipment used in the elevator systems.

    iii. Contractor shall have full capabilities to reprogram or change the program of the elevator microprocessor.

    iv. Contractor's service technicians shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions.

3. Contractor shall provide a list of planned PM service visits if requested by customer/agency. This list will include the equipment and specific maintenance modules that are scheduled to be performed no less than 1 month in advance of the scheduled PM service visit. If additional schedule requirements are required, KONE will work with said agency locally on a mutual agreeable arrangement.
4. Contractor shall prepare an Asset Management Plan (AMP) for each piece of equipment covered by this contract. The AMP shall identify regularly scheduled tasks and recommended repairs and upgrades for each Department's review. The AMP will cover the initial term of the contract, allowing

each Department to plan and budget for maintenance and upgrades in a proactive manner. The AMP should also include the likely remaining life/usefulness of the equipment.

5. KONE will conduct a survey of customer's equipment prior to taking on any piece of equipment when awarded a new contract from our competition by a participating public agency. We will also work with the agency in coordinating an Asset Management Plan that identifies existing condition and state of equipment, recent and upcoming code changes, advancements in technology, and improvements that can be made in ride quality for their customers over a 5-year period.
6. In preparation for annual inspections, Contractor will work with each Department to review possible concerns and schedule repairs in advance of inspection.
7. In addition, the following scenarios provide a billable call and will be billed in minute long increments:

   a) Technician answers the trouble call to find the elevator keyed off in some manner by the building (independent service, fire service, etc.).
   b) Technician answers a call outside his normal maintenance to replace a light bulb in the elevator fixtures.
   c) Technician answers a call to find debris in the elevator door sill causing the elevator malfunction.
   d) Technician answers a call to find the elevator doors are timed out due to passengers holding the doors open too long and/or because the elevator infrared edge is dirty.
   e) Special requests for services to be performed on overtime.
   f) Code, insurance or local code authority required changes or additional testing required that happen during the contract period.
   g) Callouts – running on arrival where no technical issues are found (false alarms).

<u>Class "A" Complete Preventative Maintenance</u>

1. Contractor will provide complete maintenance on the following equipment as described herein. Complete maintenance includes providing systematic examinations, cleaning, lubrication, adjustments, and when conditions warrant, repair or replacement of parts.

The work to be performed by the Supplier under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement parts as herein specified.

The Supplier shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following basic and major components as well as all other mechanical or electrical equipment, including, but not limited to, the following items. Supplier shall include as a part of its response any additional components that it considers a part of preventive maintenance.

1. HYDRAULIC ELEVATORS

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

Major components: Exposed piping in the Machine Room and hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

2. TRACTION ELEVATORS

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

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

3. ESCALATORS

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

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

4. WALKWAYS **(Class "B" Coverage)**

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

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

5. WHEELCHAIR LIFT **(Class "B" Coverage)**

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

6. CHAIR LIFT **(Class "B" Coverage)**

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

7. PLATFORM LIFT **(Class "B" Coverage)**

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

8. DUMBWAITERS **(Class "B" Coverage)**

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

Major components: Brake, hoist motor, hoist ropes, machine, machine & sheave bearings, motor generators, PC boards, sheave and sheave assemblies, solid 'state devices, and contactors.

<u>Class "B" Examination, Oil and Grease Service</u>

1. Refer to previous applicable descriptions of work and materials required.
2. Examine equipment herein described using skilled maintenance mechanics, with a minimum of three years of field experience, under contractor's supervision.
3. Service shall include labor and all related expenses necessary for providing monthly examinations, oil and grease service of elevators including but not limited to cleaning and oiling machine, motor, signal devices, interlocks and controller, greasing or oiling guides, necessary minor adjustments at time of regular examinations and furnishing necessary lubricating oils and greases, rope preservative, and wiping cloths.
4. All Class "B" work is to be performed during regular working hours of regular working days of the elevator trade.

<u>Modernization</u>

1. Supplier shall offer a complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment or features added or made to existing elevators, escalators, walkway, wheelchair lift, chair lift, platform lift and dumbwaiter equipment to

better the performance, safety, cosmetic appearance or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples include, but are not limited to, new or updated controllers for all types of equipment, new or updated signal fixtures for all types of equipment, new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new door edges, new valves, new ropes, new or modified door equipment, new or modified car door operators, new or modified hoistway doors or equipment, ADA upgrades, any code upgrades, and escalator or walkway steps or pallets, complete replacement (except for truss) and handrails.

2. Supplier shall examine the existing equipment, determine condition of any retained components; space conditions, power supply, mainline disconnect, and make any surveys necessary to repair and/or upgrade and modernize equipment.
3. Any retained components are to be examined, cleaned, and adjusted as necessary.
4. Supplier shall provide temporary screens between equipment before work starts and remove at completion of project.
5. City has the first right of refusal to retain any equipment components that are to be removed and modernized with new equipment. All removed components shall remain property of the City, until the City notifies the Supplier, in writing, of removed components that City would like to retain. All remaining equipment not to be retained by the City or reused by the Supplier shall be promptly removed from the building by the Supplier at no cost to the City, and become the property of the Supplier. The Supplier shall make every attempt to recycle removed equipment. The Supplier shall correct any damage to building surfaces and surrounding areas if damaged during the removal of this equipment at no cost to the City.
6. Supplier shall visit the building, examine the existing conditions, power supply, mainline disconnect, and include all work needed to ensure a fully code compliant repair, upgrade or modernization.

Work Sequence

1. Contractor shall coordinate with the building manager of each facility listed prior to performing any work specified in the contract. All work shall be done in sequence and at times which will cause the least amount of interruption of normal activities and will not endanger the normal security of the facility or the safety of personnel.

Emergency Call Back Services

1. The contractor shall maintain the following communication capability with the City for responding to emergency call back service requests:

   a) Provide 24-hours a day, seven days per week, emergency call back service which consists of responding promptly to service requests from the City's authorized representatives made by telephone or other means.
   b) Provide emergency service within two (2) hours of service request unless otherwise directed by the City's representative.

2. "Emergency call back" is defined as a request from the City to the contractor, to service a specific piece of equipment, to correct any problem and/or condition, which, in the City's opinion, needs attention immediately or before the contractor's next scheduled preventative maintenance visit.
3. Emergency call back service shall be limited to repairs or adjustments required to restore equipment to safe and reliable service in cases where a shut-down emergency develops between regular examinations.
4. Contractor will, at no additional charge to the City, provide emergency call back service during the regular working hours of the elevator trade on all equipment covered by Class "A" Complete Maintenance.
5. The City will pay for emergency call back services in accordance with the rates set forth in Attachment 1.
6. Any repeat call backs for the same elevator problem will not be paid for by the City.

Records

1. The Supplier will have an established record keeping system. The documentation system will include all reports of elevator service calls placed by the City and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem. These records will also be kept on an individual unit basis.
2. Supplier will keep archived a maintenance history, used by the technician to record completed work. The maintenance history must indicate the last completion date for each procedure by unit. The history shall be maintained throughout the life of the contract so that procedures completed in years prior to the current year are properly documented.
3. City and any Participating Public Agency can access work order summaries through the KONE Online Portal. In addition, automatic email notifications can be provided upon request.
4. Supplier shall maintain in the elevator, escalator or walkway machine room all maintenance records in accordance with the requirements of ASME A17.1, 2004, Item 8.6.1.4.
5. At any other time, at the City's request, Supplier shall provide the City with additional copies of its standard Customer report of repairs, tests, and service calls for the units, listed per unit.
6. Plans and documents shall be updated with any changes made and shall remain in possession and ownership by the City. Documentation shall include all programming changes and modifications to protect the reliability of the documentation.

   a) The individual manufacturer's "Field Service Manuals" for elevator and escalator installation and maintenance are on site with the controller as required by Code.
   b) Contractor shall provide and keep current an approved chart, posted in the elevator mechanic's room, indicating the status of all servicing and maintenance work performed and shall indicate date work was performed.

7. In addition to phone service requests, Supplier shall provide an online service to allow City direct access to KONE Online from a personal computer. The Supplier shall provide instructions and

training on how to use the system. KONE offers KONE Care Center 24/7, KONE Online, KONE Mobile and Automatic email notification to assist in placing and monitoring service calls to communicate with all customers. After a service call is placed or registered via KONE Online, Service Center Agents can provide the most up to date ETAs. Our KONE Mobile app provides a notification when technicians arrive, complete work and depart your site.

8. At a minimum, the Supplier's online system will be able to provide the following:

   a) 12 month rolling history of callback data that will show dates, times, reported problem and resolution. Data will be "live" to show status of call (received, dispatched, onsite, done)
   b) Mean Time Between Callback data on a per property and per unit basis
   c) 6 month history of all visits to the property including those for maintenance, callbacks, testing, and repairs.
   d) Local sales representative and superintendent contact information.
   e) Generate e-mails to the City for callback notifications, summary of callbacks (either weekly, monthly, quarterly, or annually.
   f) Indicate if equipment has remote monitoring.
   g) Data shall be able to be downloaded in to excel or pdf format,
   h) Prior to contract start, the Supplier shall provide the Internet web address, and instructions and training on how to use the system.

Contractor Responsibilities

1. Prepare binding project specification/cost estimate for each project requested by the City, at no cost to the City.
2. Provide labor and equipment within seven (7) days of notification to proceed, unless an alternate time is authorized by the project manager.
3. Supply all personnel, equipment, supplies, and services to complete the requested project.
4. Exercise best professional judgment in performing the contract services (and shall be liable for any loss incurred by the City resulting from failure to meet standards).
5. Perform this contract in compliance with all applicable present and future federal, state, and local laws and regulations.
6. Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract documents.
   - Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
   - Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Contractor.
   - Contractor shall be responsible to see that the completed work complies accurately with the Contract documents.

- At all times during the progress of the work, Contractor shall assign a competent resident superintendent of the work.
- The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor.
- All communications given to or received from the superintendent shall be binding on Contractor.
- If it is determined to be in the best interest of the work, Contractor shall replace the project manager, resident superintendent or any other employee of the Contractor, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

7. All materials shall be of good quality as provided in the Contract documents.
   - All warranties and guarantees specifically called for by the Contract shall expressly run to the benefit of City.
   - If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
   - All materials shall be stored, applied, and used in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract documents.

Site Inspections

1. The City reserves the right to make site inspections and/or take samples at any time on an unannounced basis for the purpose of verifying the accuracy of services, procedures, and/or documentation applicable to the contract.
2. The Contractor shall call for and schedule all required Inspections for Permitted work as required by Chapter 18 of the KCBRC and corresponding ASME Standards.

Authorization to Work

1. Work Orders

   a) Contractor will receive work orders by telephone, electronic mail or facsimile from the City's Representative to perform maintenance work.
   b) If Contractor determines the maintenance work order will exceed $5,000, a written not-to-exceed proposal may be requested, with a proposed number of calendar days required to perform the work. Work on such maintenance Work Orders shall not begin until written authorization is given by the City's Representative. Proposals shall include but not be limited to the following:

      i. Include this Contract Number.
      ii. Itemize all anticipated site expenses including all material and labor costs based on the applicable prevailing wage rates.
      iii. Include proposed number of Calendar Days required to complete the ordered work.

   c) Samples, product information, and manufacturer's warranty information shall be submitted when requested by the City's Representative.

d) Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

2. Emergency Work

a) Contractor will receive work Orders by telephone, electronic mail or facsimile from the City's Representative to perform emergency work. The Contractor will be given a Work Order number.
b) If, after being dispatched to perform emergency work, the Contractor determines that repairs totaling $5,000 or more are necessary, that fact shall be reported to the City's Representative. A written proposal may be required at the discretion of the City's Representative before the work is performed
c) Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

3. Not-To-Exceed Proposals

a) Contractor shall submit a written not-to-exceed proposal as required and when requested by City's Representative.

4. Stop Work Orders

a) The City reserves the right to verbally order that all work cease on a project at any time.
b) The individuals authorized to issue verbal work stop orders are:

- City's representative
- City Risk Manager
- The City will be obligated to pay for supplies used and service performed up to the stop work order.

Job Site Administration

1. The contractor or a duly authorized project manager acting for the contractor shall continually be present at the site of the work while work is in progress for the duration of the project.
2. The Contractor's representative or service tech will contact the designated representative for the facility upon arrival and also before leaving the site. Before leaving the site, a debriefing of the work done, findings of the equipment and any additional work needed will be reported to the City representative. A written summary of these points will, also, be submitted. The Contractor representative will confirm if the equipment is in service or is out of service. If the equipment is left out of service, an explanation of why, what work needs to be done to make it operational again, and anticipated time frame to complete the work will be covered in the debriefing.

3. Contractor will meet with representatives from each Department individually on a quarterly basis, or as requested by the Department, to review status of service, concerns, upcoming repair schedule, recommendations for repairs/upgrades, etc

Rental Equipment

1. Contractor shall obtain prior approval from the City's Representative to rent equipment other than that required to be provided. Contractor will not be reimbursed for unauthorized rental equipment.
2. Should the need arise for special equipment, other than that required to be provided in the hourly rate, and special equipment must be rented, the reimbursement shall be at cost with no markup. If Contractor owns such equipment, reimbursement will be made to Contractor for use of the equipment at a rate determined by the average rental rates available in the area.

Use of Site

1. During execution of Work, all areas of all buildings shall remain occupied except those where work is actually being performed.
2. Contractor shall confine Contractor's equipment, the storage of materials and equipment, and the operations of workers to the site and other areas identified in and permitted by the City.
3. Contractor shall not unreasonably encumber the site and the other areas with equipment or other materials or equipment.
4. Contractor shall cover or otherwise protect equipment which is not feasible for City to remove from areas during work.
5. The Contractor shall provide protective padding, tarpaulins, and other material as necessary to ensure existing floor, wall, and ceiling finishes not included in the work are not damaged.
6. Contractor shall assume full responsibility for any damage to the site or the other areas, or to the owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work.
7. During the progress of the work, Contractor shall keep the site and the other areas free from accumulations of waste materials, rubbish and other debris resulting from the work.
8. At the completion of the work, Contractor shall remove all waste materials, rubbish and debris from Site and other areas as well as all tools, appliances, construction equipment and machinery and surplus materials.
9. Contractor shall leave the site clean and ready for utilization or occupancy by City at completion of the work.
10. Contractor shall restore to all property not designated for alteration by the Contract documents to its pre-work condition.

Labor Compensation

1. Hourly rate will be paid to the Contractor for each workman while on the job site only. US Communities participating agencies will not be expected to pay additional travel expenses (i.e. mileage, fuel, vehicle expense, etc.) outside of the standard hourly billing rates provided. For work

not covered under the Agreement, the travel time will be charged based on the hourly billing rate schedule – billed portal to portal for actual travel time per IUEC (International Union of Elevator Contractors).

2. For purpose of billing for labor used for work performed under this Contract, the Labor Compensation shall be the applicable hourly wage on the trade or craft that applies.
3. The hourly labor includes the following items and the City shall not be liable for or bill separately for same.
   - Contractor-owned usual and customary tools, machinery and equipment, including operating expenses, for the types of construction, maintenance and repair specified herein, including but not limited to:
   - Service trucks and all related expenses.
   - Normal expendables
   - General Conditions including Insurance and Bonds
   - Office expenses
   - Profit and other overhead

Invoices

1. Contractor shall invoice the City for each completed Work Order referencing Purchase Order Number.
2. Invoices must include but not be limited to the following information:
   - Work/Task Order Number if applicable.
   - Description of Work performed with exact location(s) including Facility Code Building Location if listed on the chart below.
   - Total hours worked by each trade and applicable hourly wage rate bid.
   - Invoices will include breakout of material expenses and labor.
   - Total of all itemized costs and when applicable, the lump sum not-to-exceed proposed costs.
   - Landfills receipts, if applicable. Reimbursement for landfill fees shall be at the Contractor's cost plus 10%.

Airport Security Requirements

1. Contractor shall comply with all airport security requirements at those locations.
2. Contractor shall comply with Transportation Security Administration ("TSA") Background Check. Each employee of the Contractor engaged in furnishing the described services shall be subject to a criminal history records check as required by the TSA. The Contractor shall pay a $35.00 fee for each employee for fingerprinting and background processing and a $100.00 security deposit for each badge issued. The security deposit is returned when the badge is surrendered or at the completion of the contract. Additionally, each employee performing services on site shall attend required Security Identification Display Area ("SIDA") training and comply with all applicable security rules and regulations.
3. Restricted Areas/Security. Contractor will be responsible for complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any

federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with all applicable provisions of the Transportation Security Administration ("TSA") Regulations, 49 CFR Part 1542 (and Part 1544 if Lessee is an Air Carrier), TSA Security Guidelines for General Aviation Airports, and Aviation Department Policy on Passenger Carrier Flights at Charles B. Wheeler Downtown Airport, or as it may be amended or superseded, City has adopted a Security Plan for the Airport approved by the TSA pursuant to Transportation Security Regulation ("TSR"), Part 1542. Contractor agrees to be bound by and follow the Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSR, Part 1542. In the event Contractor, its officers, employees or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City by the TSA.

The City's preventative maintenance plan calls for a service technician to be assigned full time to the airport project site to perform preventative maintenance on the equipment. The service technician will be responsible for the maintenance, repair and testing of all the elevator and escalator equipment at the project.

Inspections, Tests and Reports

1. Contractor will perform all required tests, including an annual safety test for all elevators and escalators and the five (5) year full load test for the electric elevators, performed in the presence of a City Codes inspector and State inspectors. Contractor will perform a pressure relief test and a yearly leakage test on hydraulic elevators as required by the A.S.M.E. A-17 .1 code. Tests shall be performed as required by the American National Standards Institute (ANSI), as referenced herein.
2. Testing of all safety devices and governors shall be completed as required by the American National Standards Institute (ANSI), 2010 edition, Section 17.1 and Section 17.3, as adopted under the code of general ordinances for the City of Kansas City, Missouri, and at regular intervals not exceeding one (1) year. The contractor shall promptly correct any defects that may be found in the testing and examining of safety devices.
3. The specific dates and times of visits shall be scheduled to the mutual satisfaction of the Contractor and the Public Agency's maintenance providers. Unless otherwise requested, all testing should be performed during normal business hours.
4. After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Equipment shall not be placed in service until all tests, checks and adjustments are complete and equipment is in proper working condition. The Supplier shall not be held responsible for any damage to the building and equipment caused by the test, unless such

damage is a result of negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Supplier.

5. Supplier shall perform annual test of Firefighter's Service features on each elevator with such features as outlined in ANSI A17.1 Code, and shall provide monthly tests of this Firefighters service when local code requirements necessitate such testing to be performed by elevator service technicians.

EXCLUSIONS

The following are excluded from the scope of services:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, transporter, treater or disposal facility as those

terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal

B. ELEVATOR & Dumbwaiters

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

C. ESCALATOR AND POWERWALK

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

OBSOLESCENCE

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

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

REQUEST FOR PROPOSAL NO. EV2516
Exhibit 3 - NATIONAL PRICING
PREVENTATIVE MAINTENANCE
ALL RATES SHOWN ARE NOT TO EXCEED RATES
INSTRUCTIONS:

CONTRACTOR COMPANY NAME: **KONE Inc.**

Contractor shall list all pricing components and the percentage of total cost for each element to include furnishing of all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of parts as specified in the Request for Proposal.

PRICING COMPONENT	PERCENTAGE OF TOTAL COST
Parts	15%
Labor	60%
Overhead and Profit	25%
List all other pricing elements	

REQUEST FOR PROPOSAL NO. EV2516 CONTRACTOR COMPANY NAME: **KONE Inc.**

Exhibit 3 - NATIONAL PRICING

MATERIALS AND PARTS MARK-UP

ALL RATES SHOWN ARE NOT TO EXCEED RATES

INSTRUCTIONS:

1. Contractor is to provide its mark-up for materials and parts for repairs, upgrades and modernization.

IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	PERCENTAGE MARK-UP FOR MATERIALS AND PARTS
1	New York, NY, Newark, NJ	10% Profit - 15% Overhead from List
2	Chicago, IL	10% Profit - 15% Overhead from List
3	St. Louis, MO & Evansville, IN	10% Profit - 15% Overhead from List
4	Boston, MA & Portland, ME	10% Profit - 15% Overhead from List
5	Philadelphia, PA	10% Profit - 15% Overhead from List
6	Pittsburgh/Erie/Wheeling	10% Profit - 15% Overhead from List
7	Baltimore, MD	10% Profit - 15% Overhead from List
8	San Francisco, CA	10% Profit - 15% Overhead from List
9	Minneapolis/Duluth, MN	10% Profit - 15% Overhead from List
10	Washington, D C	10% Profit - 15% Overhead from List
11	Cincinnati, OH	10% Profit - 15% Overhead from List
12	Kansas City, MO & Wichita, KS	10% Profit - 15% Overhead from List
14	Buffalo, NY	10% Profit - 15% Overhead from List
15	Milwaukee/Green Bay, WI	10% Profit - 15% Overhead from List
16	New Orleans, LA/Jackson, MS	10% Profit - 15% Overhead from List
17	Cleveland, OH	10% Profit - 15% Overhead from List
18	Los Angeles, CA/Las Vegas, NV	10% Profit - 15% Overhead from List
19	Seattle, WA, Spokane, WA & Billings, MT	10% Profit - 15% Overhead from List
19	Anchorage, Alaska	10% Profit - 15% Overhead from List
20	Louisville, KY	10% Profit - 15% Overhead from List
21	Dallas/Ft. Worth, TX	10% Profit - 15% Overhead from List
23	Portland, OR	10% Profit - 15% Overhead from List
24	Birmingham, AL	10% Profit - 15% Overhead from List
25	Denver, CO	10% Profit - 15% Overhead from List
27	Rochester, NY	10% Profit - 15% Overhead from List
28	Omaha, NE	10% Profit - 15% Overhead from List
30	Memphis, TN	10% Profit - 15% Overhead from List
31	Houston, TX	10% Profit - 15% Overhead from List
32	Atlanta/Savannah, GA	10% Profit - 15% Overhead from List
33	Des Moines/Cedar Rapids/Sioux City, IA & Rock Island, IL	10% Profit - 15% Overhead from List
34	Indianapolis, IN	10% Profit - 15% Overhead from List
35	Albany/Utica, NY	10% Profit - 15% Overhead from List
36	Detroit, MI	10% Profit - 15% Overhead from List
37	Columbus, OH	10% Profit - 15% Overhead from List
38	Salt Lake City, UT	10% Profit - 15% Overhead from List
39	Providence, RI	10% Profit - 15% Overhead from List
41	Springfield/Worcester, MA	10% Profit - 15% Overhead from List
44	Toledo, OH /Fort Wayne, IN & South Bend, IN	10% Profit - 15% Overhead from List
45	Akron/Youngstown, OH	10% Profit - 15% Overhead from List
48	Charleston/Huntington, WV	10% Profit - 15% Overhead from List
49	Jacksonville, FL	10% Profit - 15% Overhead from List
51	Richmond/Roanoke, VA	10% Profit - 15% Overhead from List
52	Norfolk, VA	10% Profit - 15% Overhead from List

REQUEST FOR PROPOSAL NO. EV2516 CONTRACTOR COMPANY NAME: **KONE Inc.**

Exhibit 3 - NATIONAL PRICING

MATERIALS AND PARTS MARK-UP

ALL RATES SHOWN ARE NOT TO EXCEED RATES

INSTRUCTIONS:

1. Contractor is to provide its mark-up for materials and parts for repairs, upgrades and modernization.

IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	PERCENTAGE MARK-UP FOR MATERIALS AND PARTS
55	Peoria, IL & Springfield, IL	10% Profit - 15% Overhead from List
59	Harrisburg, PA	10% Profit - 15% Overhead from List
62	Syracuse/Binghamton, NY	10% Profit - 15% Overhead from List
63	Oklahoma City, OK	10% Profit - 15% Overhead from List
71	Miami, FL	10% Profit - 15% Overhead from List
74	Tampa, FL	10% Profit - 15% Overhead from List
79	Little Rock, AR & Shreveport, LA	10% Profit - 15% Overhead from List
80	Greensboro/Raleigh-Durham, NC	10% Profit - 15% Overhead from List
81	San Antonio, TX	10% Profit - 15% Overhead from List
83	Tulsa, OK	10% Profit - 15% Overhead from List
84	Reading/Allentown/Scranton/Wilkes Barre, PA	10% Profit - 15% Overhead from List
85	Lansing, MI	10% Profit - 15% Overhead from List
91	New Haven, CT	10% Profit - 15% Overhead from List
93	Nashville/Chattanooga, TN	10% Profit - 15% Overhead from List
93	Knoxville, TN (Formerly Local No. 64)	10% Profit - 15% Overhead from List
124	Mobile, AL	10% Profit - 15% Overhead from List
126	Honolulu, HI	10% Profit - 15% Overhead from List
131	Albuquerque, NM/El Paso, TX	10% Profit - 15% Overhead from List
132	Madison, WI & Rockford, IL	10% Profit - 15% Overhead from List
133	Austin, TX	10% Profit - 15% Overhead from List
135	Charlotte, NC/Columbia, SC	10% Profit - 15% Overhead from List
138	Poughkeepsie, NY	10% Profit - 15% Overhead from List
139	Orlando, FL	10% Profit - 15% Overhead from List
140	Phoenix - Tucson, AZ	10% Profit - 15% Overhead from List

REQUEST FOR PROPOASL NO. EV2516
Exhibit 3 - NATIONAL PRICING
HOURLY RATES - October 2018 - December 2019
ALL RATES SHOWN ARE NOT TO EXCEED RATES

CONTRACTOR COMPANY NAME: KONE Inc.

INSTRUCTIONS:

1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.

2. NORMAL HOURS: Monday-Friday, 8:00 am - 5:00 pm.
3. OVERTIME: Monday - Friday outside of normal working hours and Saturday.
4. SUNDAYS/HOLIDAYS: Sundays and IUEC recognized holidays.

LOCATION		POSITION											
		2019 LICENSED MECHANIC			2019 MECHANIC HELPER			2019 Adjuster			*List other positions that my be used and the hourly rates. Add additional columns as necessary.*		
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS
1	New York, NY, Newark, NJ	$ 218.76	$ 371.89	$ 437.52	$ 198.67	$ 337.74	$ 397.34	$ 238.35	$ 405.19	$ 476.69			
2	Chicago, IL	$ 217.93	$ 370.48	$ 435.86	$ 183.63	$ 312.18	$ 367.27	$ 237.92	$ 404.47	$ 475.85			
3	St. Louis, MO & Evansville, IN	$ 196.46	$ 333.99	$ 392.93	$ 166.77	$ 283.51	$ 333.54	$ 213.92	$ 363.67	$ 427.85			
4	Boston, MA & Portland, ME	$ 220.93	$ 375.58	$ 441.86	$ 185.96	$ 316.14	$ 371.93	$ 241.50	$ 410.55	$ 483.00			
5	Philadelphia, PA	$ 226.09	$ 384.35	$ 452.17	$ 189.91	$ 322.85	$ 379.83	$ 247.38	$ 420.55	$ 494.76			
6	Pittsburgh/Erie/Wheeling	$ 201.99	$ 343.38	$ 403.98	$ 171.56	$ 291.65	$ 343.12	$ 219.81	$ 373.68	$ 439.63			
7	Baltimore, MD / Hagerstown, MD	$ 190.15	$ 323.26	$ 380.30	$ 161.73	$ 274.93	$ 323.45	$ 206.94	$ 351.79	$ 413.87			
8	San Francisco, CA	$ 244.55	$ 415.73	$ 489.10	$ 204.07	$ 346.92	$ 408.14	$ 268.51	$ 456.47	$ 537.02			
9	Minneapolis/Duluth, MN	$ 194.39	$ 330.47	$ 388.79	$ 165.43	$ 281.23	$ 330.85	$ 211.33	$ 359.26	$ 422.66			
10	Washington, D.C	$ 189.78	$ 322.62	$ 379.56	$ 161.14	$ 273.93	$ 322.28	$ 206.39	$ 350.86	$ 412.77			
11	Cincinnati, OH	$ 188.31	$ 320.12	$ 376.62	$ 160.91	$ 273.55	$ 321.82	$ 204.46	$ 347.59	$ 408.92			
12	Kansas City, MO & Wichita, KS	$ 192.18	$ 326.70	$ 384.36	$ 163.21	$ 277.45	$ 326.41	$ 209.23	$ 355.69	$ 418.46			
14	Buffalo, NY	$ 202.01	$ 343.42	$ 404.02	$ 171.19	$ 291.03	$ 342.38	$ 219.94	$ 373.90	$ 439.88			
15	Milwaukee/Green Bay, WI	$ 196.63	$ 334.27	$ 393.26	$ 166.60	$ 283.22	$ 333.20	$ 214.38	$ 364.44	$ 428.75			
16	New Orleans, LA/Jackson, MS	$ 173.92	$ 295.67	$ 347.84	$ 148.89	$ 253.11	$ 297.78	$ 188.60	$ 320.61	$ 377.19			
17	Cleveland, OH	$ 202.01	$ 343.42	$ 404.02	$ 171.67	$ 291.84	$ 343.34	$ 219.92	$ 373.86	$ 439.84			
18	Los Angeles, CA/Las Vegas, NV	$ 213.31	$ 362.63	$ 426.63	$ 178.95	$ 304.21	$ 357.90	$ 233.77	$ 397.40	$ 467.53			
19	Seattle, WA, Spokane, WA & Billings, MT	$ 204.81	$ 348.17	$ 409.61	$ 173.85	$ 295.54	$ 347.69	$ 223.17	$ 379.39	$ 446.34			
19	Anchorage, Alaska	$ 226.59	$ 385.21	$ 453.18	$ 191.83	$ 326.11	$ 383.66	$ 247.00	$ 419.90	$ 494.00			
20	Louisville, KY, Nashville, TN, Knoxville, TN.	$ 185.51	$ 315.37	$ 371.02	$ 160.61	$ 273.04	$ 321.23	$ 204.67	$ 347.93	$ 409.33			
21	Dallas/Ft. Worth, TX	$ 174.58	$ 296.79	$ 349.17	$ 149.79	$ 254.64	$ 299.57	$ 189.22	$ 321.67	$ 378.44			
23	Portland, OR	$ 205.12	$ 348.70	$ 410.23	$ 173.24	$ 294.51	$ 346.48	$ 224.01	$ 380.82	$ 448.02			
24	Birmingham, AL	$ 175.95	$ 299.12	$ 351.90	$ 150.75	$ 256.27	$ 301.50	$ 190.78	$ 324.33	$ 381.56			
25	Denver, CO	$ 187.17	$ 318.19	$ 374.34	$ 159.53	$ 271.19	$ 319.05	$ 203.47	$ 345.91	$ 406.95			
27	Rochester, NY	$ 202.01	$ 343.42	$ 404.02	$ 171.19	$ 291.03	$ 342.38	$ 219.94	$ 373.90	$ 439.88			
28	Omaha, NE	$ 181.10	$ 307.88	$ 362.21	$ 154.71	$ 263.00	$ 309.42	$ 196.65	$ 334.31	$ 393.30			
30	Memphis, TN	$ 177.17	$ 301.19	$ 354.34	$ 151.25	$ 257.12	$ 302.49	$ 192.51	$ 327.26	$ 385.01			
31	Houston, TX	$ 178.00	$ 302.60	$ 356.00	$ 152.38	$ 259.05	$ 304.77	$ 193.12	$ 328.31	$ 386.25			
32	Atlanta/Savannah, GA	$ 174.36	$ 296.41	$ 348.71	$ 148.92	$ 253.17	$ 297.85	$ 189.44	$ 322.04	$ 378.87			
33	Des Moines/Cedar Rapids/Iowa City, IA	$ 183.24	$ 311.50	$ 366.47	$ 155.86	$ 264.96	$ 311.72	$ 199.26	$ 338.74	$ 398.52			
34 / 61	Indianapolis, Lafayette, Terre Haute, IN.	$ 190.79	$ 324.35	$ 381.58	$ 157.78	$ 268.23	$ 315.56	$ 207.45	$ 352.66	$ 414.90			
35	Albany/Utica, NY (Albany = Local 62)	$ 195.12	$ 331.70	$ 390.24	$ 164.47	$ 279.60	$ 328.94	$ 212.10	$ 360.57	$ 424.20			
36	Detroit, MI	$ 208.14	$ 353.84	$ 416.28	$ 176.04	$ 299.28	$ 352.09	$ 227.18	$ 386.20	$ 454.35			
37	Columbus, OH	$ 188.16	$ 319.88	$ 376.33	$ 160.37	$ 272.63	$ 320.74	$ 204.61	$ 347.84	$ 409.22			
38	Salt Lake City, UT	$ 180.59	$ 307.00	$ 361.17	$ 154.08	$ 261.94	$ 308.17	$ 196.28	$ 333.68	$ 392.56			
39	Providence, RI	$ 207.43	$ 352.64	$ 414.87	$ 175.56	$ 298.45	$ 351.12	$ 226.23	$ 384.58	$ 452.45			
41	Springfield/Worcester, MA	$ 204.36	$ 347.41	$ 408.72	$ 172.00	$ 292.40	$ 344.00	$ 223.38	$ 379.75	$ 446.76			
44	Toledo, OH / South Bend, IN	$ 189.90	$ 322.83	$ 379.80	$ 161.55	$ 274.64	$ 323.10	$ 206.66	$ 351.33	$ 413.33			
45	Akron/Youngstown, OH	$ 189.90	$ 322.83	$ 379.80	$ 161.55	$ 274.64	$ 323.10	$ 206.66	$ 351.33	$ 413.33			
48	Charleston/Huntington, WV	$ 191.79	$ 326.04	$ 383.57	$ 156.92	$ 266.76	$ 313.83	$ 208.41	$ 354.29	$ 416.81			
49	Jacksonville, FL	$ 173.47	$ 294.89	$ 346.93	$ 148.62	$ 252.66	$ 297.24	$ 188.14	$ 319.83	$ 376.28			
51	Richmond/Roanoke, VA	$ 175.64	$ 298.59	$ 351.28	$ 149.85	$ 254.75	$ 299.71	$ 190.90	$ 324.53	$ 381.80			
52	Norfolk, VA	$ 177.05	$ 300.98	$ 354.09	$ 151.58	$ 257.69	$ 303.16	$ 192.06	$ 326.51	$ 384.13			
53	Peoria, IL & Springfield, IL	$ 190.44	$ 323.75	$ 380.88	$ 161.39	$ 274.37	$ 322.78	$ 207.49	$ 352.73	$ 414.98			
59	Harrisburg, PA	$ 202.69	$ 344.58	$ 405.39	$ 165.98	$ 282.16	$ 331.95	$ 221.05	$ 375.79	$ 442.11			
62	Syracuse/Binghamton, NY	$ 195.12	$ 331.70	$ 390.24	$ 164.47	$ 279.60	$ 328.94	$ 212.10	$ 360.57	$ 424.20			
63	Oklahoma City, OK	$ 169.66	$ 288.42	$ 339.31	$ 145.72	$ 247.73	$ 291.44	$ 183.85	$ 312.54	$ 367.70			
72	Miami, FL	$ 183.48	$ 311.92	$ 366.97	$ 156.34	$ 265.78	$ 312.68	$ 199.54	$ 339.22	$ 399.09			
74	Tampa, FL	$ 175.10	$ 297.67	$ 350.20	$ 149.74	$ 254.56	$ 299.48	$ 190.07	$ 323.12	$ 380.14			
79	Little Rock, AR & Shreveport, LA	$ 177.32	$ 301.44	$ 354.63	$ 151.68	$ 257.85	$ 303.35	$ 192.56	$ 327.35	$ 385.12			
80	Greensboro/Raleigh Durham, NC	$ 175.54	$ 298.41	$ 351.07	$ 150.35	$ 255.60	$ 300.70	$ 190.38	$ 323.65	$ 380.76			
81	San Antonio, TX	$ 172.85	$ 293.84	$ 345.69	$ 147.71	$ 251.10	$ 295.41	$ 187.75	$ 319.17	$ 375.49			
83	Tulsa, OK	$ 169.97	$ 288.95	$ 339.94	$ 146.50	$ 249.05	$ 293.00	$ 183.81	$ 312.48	$ 367.62			
84	Reading/Allentown/Scranton/Wilkes Barre, PA	$ 202.69	$ 344.58	$ 405.39	$ 165.98	$ 282.16	$ 331.95	$ 221.05	$ 375.79	$ 442.11			
85	Lansing, Grand Rapids MI.	$ 209.09	$ 355.45	$ 418.18	$ 177.21	$ 301.25	$ 354.41	$ 227.95	$ 387.51	$ 455.89			
91	New Haven, CT	$ 213.25	$ 362.53	$ 426.50	$ 178.96	$ 304.22	$ 357.91	$ 233.32	$ 396.64	$ 466.64			
93	Chattanooga, TN	$ 177.40	$ 301.58	$ 354.80	$ 151.96	$ 258.34	$ 303.93	$ 192.40	$ 327.08	$ 384.80			
99	Nashville, Knoxville, TN (now Local 20)		$ -	$ -		$ -	$ -		$ -	$ -			
124	Mobile, AL	$ 178.45	$ 303.37	$ 356.91	$ 152.95	$ 260.02	$ 305.91	$ 193.44	$ 328.85	$ 386.88			
126	Honolulu, HI	$ 216.50	$ 368.05	$ 433.00	$ 182.50	$ 310.25	$ 365.00	$ 236.59	$ 402.20	$ 473.18			
131	Albuquerque, NM/El Paso, TX	$ 180.05	$ 306.08	$ 360.10	$ 153.22	$ 260.48	$ 306.44	$ 195.94	$ 333.10	$ 391.88			
132	Madison, WI & Rockford, IL	$ 203.36	$ 345.71	$ 406.71	$ 171.87	$ 292.18	$ 343.74	$ 221.96	$ 377.34	$ 443.92			
133	Austin, TX	$ 173.86	$ 295.56	$ 347.72	$ 149.23	$ 253.68	$ 298.45	$ 188.40	$ 320.27	$ 376.79			
135	Charlotte, NC/Columbia, SC	$ 176.38	$ 299.85	$ 352.77	$ 150.94	$ 256.60	$ 301.88	$ 191.30	$ 325.22	$ 382.61			
138	Poughkeepsie, NY	$ 227.68	$ 387.05	$ 455.36	$ 190.35	$ 323.59	$ 380.69	$ 249.60	$ 424.33	$ 499.21			
139	Orlando, FL	$ 179.08	$ 304.43	$ 358.15	$ 153.40	$ 260.79	$ 306.81	$ 194.20	$ 330.14	$ 388.41			
140	Phoenix, Tucson, AZ	$ 181.19	$ 308.02	$ 362.37	$ 154.43	$ 262.52	$ 308.85	$ 197.07	$ 335.02	$ 394.14			
46	Quad Cities (Rock Island, IL, Davenport, IA)	$ 186.78	$ 317.52	$ 373.55	$ 158.71	$ 269.81	$ 317.43	$ 203.21	$ 345.46	$ 406.42			

REQUEST FOR PROPOASL NO. EV2516
Exhibit 3 - NATIONAL PRICING
HOURLY RATES - 2020
ALL RATES SHOWN ARE NOT TO EXCEED RATES

CONTRACTOR COMPANY NAME KONE Inc.

INSTRUCTIONS:

1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.

2. NORMAL HOURS: Monday-Friday, 8:00 am - 5:00 pm
3. OVERTIME: Monday - Friday outside of normal working hours and Saturday.
4. SUNDAYS/HOLIDAYS: Sundays and IUEC recognized holidays.

LOCATION		POSITION											
		2020 LICENSED MECHANIC			2020 MECHANIC HELPER			2020Adjuster			*List other positions that my be used and the hourly rates. Add additional columns as necessary.*		
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS
1	New York, NY, Newark, NJ	$ 225.87	$ 383.97	$ 451.73	$ 205.13	$ 348.71	$ 410.25	$ 246.09	$ 418.36	$ 492.18			
2	Chicago, IL	$ 225.01	$ 382.52	$ 450.02	$ 189.60	$ 322.32	$ 379.20	$ 245.66	$ 417.62	$ 491.31			
3	St. Louis, MO & Evansville, IN	$ 202.85	$ 344.84	$ 405.70	$ 172.19	$ 292.72	$ 344.38	$ 220.88	$ 375.49	$ 441.75			
4	Boston, MA & Portland, ME	$ 228.11	$ 387.79	$ 456.22	$ 192.01	$ 326.41	$ 384.02	$ 249.35	$ 423.89	$ 498.70			
5	Philadelphia, PA	$ 233.43	$ 396.84	$ 466.87	$ 196.09	$ 333.35	$ 392.17	$ 255.42	$ 434.21	$ 510.84			
6	Pittsburgh/Erie/Wheeling	$ 208.56	$ 354.54	$ 417.11	$ 177.13	$ 301.13	$ 354.27	$ 226.96	$ 385.83	$ 453.92			
7	Baltimore, MD / Hagerstown, MD	$ 196.33	$ 333.76	$ 392.66	$ 166.98	$ 283.87	$ 333.96	$ 213.66	$ 363.23	$ 427.33			
8	San Francisco, CA	$ 252.50	$ 429.25	$ 505.00	$ 210.70	$ 358.19	$ 421.40	$ 277.24	$ 471.30	$ 554.48			
9	Minneapolis/Duluth, MN	$ 200.71	$ 341.21	$ 401.42	$ 170.80	$ 290.37	$ 341.61	$ 218.20	$ 370.94	$ 436.39			
10	Washington, D.C	$ 195.95	$ 333.11	$ 391.89	$ 166.37	$ 282.84	$ 332.75	$ 213.09	$ 362.26	$ 426.19			
11	Cincinnati, OH	$ 194.43	$ 330.53	$ 388.86	$ 166.14	$ 282.44	$ 332.28	$ 211.11	$ 358.88	$ 422.21			
12	Kansas City, MO & Wichita, KS	$ 198.42	$ 337.32	$ 396.85	$ 168.51	$ 286.47	$ 337.02	$ 216.03	$ 367.25	$ 432.06			
14	Buffalo, NY	$ 208.58	$ 354.58	$ 417.15	$ 176.76	$ 300.49	$ 353.51	$ 227.09	$ 386.05	$ 454.18			
15	Milwaukee/Green Bay, WI	$ 203.02	$ 345.13	$ 406.04	$ 172.01	$ 292.42	$ 344.03	$ 221.34	$ 376.28	$ 442.68			
16	New Orleans, LA/Jackson, MS	$ 179.57	$ 305.28	$ 359.15	$ 153.73	$ 261.34	$ 307.46	$ 194.73	$ 331.03	$ 389.45			
17	Cleveland, OH	$ 208.58	$ 354.58	$ 417.15	$ 177.25	$ 301.33	$ 354.50	$ 227.07	$ 386.01	$ 454.13			
18	Los Angeles, CA/Las Vegas, NV	$ 220.25	$ 374.42	$ 440.49	$ 184.77	$ 314.10	$ 369.53	$ 241.36	$ 410.32	$ 482.73			
19	Seattle, WA, Spokane, WA & Billings, MT	$ 211.46	$ 359.49	$ 422.92	$ 179.50	$ 305.14	$ 358.99	$ 230.42	$ 391.72	$ 460.85			
19	Anchorage, Alaska	$ 233.96	$ 397.73	$ 467.91	$ 198.06	$ 336.71	$ 396.13	$ 255.03	$ 433.55	$ 510.06			
20	Louisville, KY, Nashville, TN, Knoxville, TN	$ 191.54	$ 325.62	$ 383.08	$ 165.83	$ 281.92	$ 331.67	$ 211.32	$ 359.24	$ 422.64			
21	Dallas/Ft. Worth, TX	$ 180.26	$ 306.44	$ 360.52	$ 154.66	$ 262.91	$ 309.31	$ 195.37	$ 332.13	$ 390.74			
23	Portland, OR	$ 211.78	$ 360.03	$ 423.57	$ 178.87	$ 304.08	$ 357.74	$ 231.29	$ 393.19	$ 462.58			
24	Birmingham, AL	$ 181.67	$ 308.84	$ 363.34	$ 155.65	$ 264.60	$ 311.30	$ 196.98	$ 334.87	$ 393.96			
25	Denver, CO	$ 193.25	$ 328.53	$ 386.50	$ 164.71	$ 280.01	$ 329.42	$ 210.09	$ 357.15	$ 420.18			
27	Rochester, NY	$ 208.58	$ 354.58	$ 417.15	$ 176.76	$ 300.49	$ 353.51	$ 227.09	$ 386.05	$ 454.18			
28	Omaha, NE	$ 186.99	$ 317.88	$ 373.98	$ 159.74	$ 271.55	$ 319.47	$ 203.04	$ 345.17	$ 406.08			
30	Memphis, TN	$ 182.93	$ 310.98	$ 365.86	$ 156.16	$ 265.48	$ 312.32	$ 198.76	$ 337.89	$ 397.52			
31	Houston, TX	$ 183.78	$ 312.43	$ 367.57	$ 157.34	$ 267.47	$ 314.67	$ 199.40	$ 338.98	$ 398.80			
32	Atlanta/Savannah, GA	$ 180.02	$ 306.04	$ 360.05	$ 153.76	$ 261.40	$ 307.53	$ 195.59	$ 332.51	$ 391.19			
33	Des Moines/Cedar Rapids/Sioux City, IA	$ 189.19	$ 321.63	$ 378.38	$ 160.93	$ 273.57	$ 321.85	$ 205.74	$ 349.75	$ 411.47			
34 / 62	Indianapolis, Lafayette, Terre Haute, IN	$ 196.99	$ 334.89	$ 393.99	$ 162.91	$ 276.94	$ 325.82	$ 214.19	$ 364.12	$ 428.38			
35	Albany/Utica, NY (Albany = Local 62)	$ 201.46	$ 342.48	$ 402.92	$ 169.81	$ 288.68	$ 339.63	$ 218.99	$ 372.29	$ 437.99			
36	Detroit, MI	$ 214.90	$ 365.34	$ 429.81	$ 181.77	$ 309.00	$ 363.53	$ 234.56	$ 398.75	$ 469.12			
37	Columbus, OH	$ 194.28	$ 330.27	$ 388.56	$ 165.58	$ 281.49	$ 331.16	$ 211.26	$ 359.14	$ 422.52			
38	Salt Lake City, UT	$ 186.46	$ 316.97	$ 372.91	$ 159.09	$ 270.45	$ 318.18	$ 202.66	$ 344.52	$ 405.32			
39	Providence, RI	$ 214.18	$ 364.10	$ 428.35	$ 181.27	$ 308.15	$ 362.53	$ 233.58	$ 397.08	$ 467.16			
41	Springfield/Worcester, MA	$ 211.00	$ 358.70	$ 422.00	$ 177.59	$ 301.90	$ 355.18	$ 230.64	$ 392.09	$ 461.28			
44	Toledo, OH / South Bend, IN	$ 196.07	$ 333.33	$ 392.15	$ 166.80	$ 283.56	$ 333.61	$ 213.38	$ 362.75	$ 426.76			
45	Akron/Youngstown, OH	$ 196.07	$ 333.33	$ 392.15	$ 166.80	$ 283.56	$ 333.61	$ 213.38	$ 362.75	$ 426.76			
48	Charleston/Huntington, WV	$ 198.02	$ 336.63	$ 396.04	$ 162.02	$ 275.43	$ 324.03	$ 215.18	$ 365.80	$ 430.36			
49	Jacksonville, FL	$ 179.10	$ 304.48	$ 358.21	$ 153.45	$ 260.87	$ 306.90	$ 194.25	$ 330.23	$ 388.50			
51	Richmond/Roanoke, VA	$ 181.35	$ 308.29	$ 362.70	$ 154.73	$ 263.03	$ 309.45	$ 197.11	$ 335.08	$ 394.21			
52	Norfolk, VA	$ 182.80	$ 310.76	$ 365.60	$ 156.51	$ 266.06	$ 313.02	$ 198.30	$ 337.12	$ 396.61			
55	Peoria, IL & Springfield, IL	$ 196.63	$ 334.27	$ 393.26	$ 166.64	$ 283.28	$ 333.27	$ 214.23	$ 364.20	$ 428.47			
59	Harrisburg, PA	$ 209.28	$ 355.78	$ 418.56	$ 171.37	$ 291.33	$ 342.74	$ 228.24	$ 388.00	$ 456.48			
62	Syracuse/Binghamton, NY	$ 201.46	$ 342.48	$ 402.92	$ 169.81	$ 288.68	$ 339.63	$ 218.99	$ 372.29	$ 437.99			
63	Oklahoma City, OK	$ 175.17	$ 297.79	$ 350.34	$ 150.46	$ 255.78	$ 300.92	$ 189.82	$ 322.70	$ 379.65			
72	Miami, FL	$ 189.45	$ 322.06	$ 378.90	$ 161.42	$ 274.42	$ 322.84	$ 206.03	$ 350.25	$ 412.06			
74	Tampa, FL	$ 180.79	$ 307.35	$ 361.58	$ 154.61	$ 262.84	$ 309.22	$ 196.25	$ 333.62	$ 392.49			
79	Little Rock, AR & Shreveport, LA	$ 183.08	$ 311.23	$ 366.16	$ 156.61	$ 266.23	$ 313.21	$ 198.82	$ 337.99	$ 397.63			
80	Greensboro/Raleigh-Durham, NC	$ 181.24	$ 308.11	$ 362.48	$ 155.24	$ 263.90	$ 310.48	$ 196.57	$ 334.17	$ 393.14			
81	San Antonio, TX	$ 178.46	$ 303.39	$ 356.92	$ 152.51	$ 259.26	$ 305.01	$ 193.85	$ 329.54	$ 387.70			
83	Tulsa, OK	$ 175.49	$ 298.34	$ 350.98	$ 151.26	$ 257.14	$ 302.52	$ 189.79	$ 322.64	$ 379.57			
84	Reading/Allentown/Scranton/Wilkes Barre, PA	$ 209.28	$ 355.78	$ 418.56	$ 171.37	$ 291.33	$ 342.74	$ 228.24	$ 388.00	$ 456.48			
85	Lansing, Grand Rapids MI	$ 215.89	$ 367.01	$ 431.77	$ 182.97	$ 311.04	$ 365.93	$ 235.36	$ 400.10	$ 470.71			
91	New Haven, CT	$ 220.18	$ 374.31	$ 440.36	$ 184.77	$ 314.11	$ 369.54	$ 240.90	$ 409.53	$ 481.80			
93	Chattanooga, TN	$ 183.16	$ 311.38	$ 366.33	$ 156.90	$ 266.74	$ 313.81	$ 198.65	$ 337.71	$ 397.31			
93	Nashville, Knoxville, TN (now Local 20)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
114	Mobile, AL	$ 184.25	$ 313.23	$ 368.51	$ 157.92	$ 268.47	$ 315.85	$ 199.73	$ 339.54	$ 399.46			
126	Honolulu, HI	$ 223.54	$ 380.01	$ 447.08	$ 188.43	$ 320.33	$ 376.86	$ 244.28	$ 415.28	$ 488.56			
133	Albuquerque, NM/El Paso, TX	$ 185.90	$ 316.03	$ 371.80	$ 158.20	$ 268.94	$ 316.40	$ 202.31	$ 343.92	$ 404.62			
132	Madison, WI & Rockford, IL	$ 209.97	$ 356.94	$ 419.93	$ 177.45	$ 301.67	$ 354.91	$ 229.18	$ 389.60	$ 458.35			
133	Austin, TX	$ 179.51	$ 305.17	$ 359.02	$ 154.08	$ 261.93	$ 308.15	$ 194.52	$ 330.68	$ 389.04			
135	Charlotte, NC/Columbia, SC	$ 182.12	$ 309.60	$ 364.23	$ 155.84	$ 264.94	$ 311.69	$ 197.52	$ 335.79	$ 395.04			
138	Poughkeepsie, NY	$ 235.08	$ 399.63	$ 470.16	$ 196.53	$ 334.11	$ 393.07	$ 257.72	$ 438.12	$ 515.43			
139	Orlando, FL	$ 184.90	$ 314.32	$ 369.79	$ 158.39	$ 269.26	$ 316.78	$ 200.51	$ 340.87	$ 401.03			
140	Phoenix, Tucson, AZ	$ 187.08	$ 318.03	$ 374.15	$ 159.44	$ 271.05	$ 318.89	$ 203.47	$ 345.91	$ 406.95			
46	Quad Cities (Rock Island, IL, Davenport, IA)	$ 192.85	$ 327.84	$ 385.69	$ 163.87	$ 278.58	$ 327.74	$ 209.82	$ 356.69	$ 419.63			

REQUEST FOR PROPOASL NO. EV2516
Exhibit 3 - NATIONAL PRICING
HOURLY RATES -2021
ALL RATES SHOWN ARE NOT TO EXCEED RATES

CONTRACTOR COMPANY NAME: KONE Inc.

INSTRUCTIONS:

1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.

2. NORMAL HOURS: Monday-Friday, 8:00 am - 5:00 pm.
3. OVERTIME: Monday - Friday outside of normal working hours and Saturday.
4. SUNDAYS/HOLIDAYS: Sundays and IUEC recognized holidays.

LOCATION		POSITION											
		2021 LICENSED MECHANIC			2021 MECHANIC HELPER			2021 Adjuster			*List other positions that my be used and the hourly rates. Add additional columns as necessary.*		
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS
1	New York, NY, Newark, NJ	$ 233.21	$ 396.45	$ 466.42	$ 211.79	$ 360.05	$ 423.58	$ 254.09	$ 431.95	$ 508.18			
2	Chicago, IL	$ 232.33	$ 394.95	$ 464.65	$ 195.76	$ 332.80	$ 391.53	$ 253.64	$ 431.19	$ 507.28			
3	St. Louis, MO & Evansville, IN	$ 209.44	$ 356.05	$ 418.88	$ 177.79	$ 302.24	$ 355.57	$ 228.05	$ 387.69	$ 456.11			
4	Boston, MA & Portland, ME	$ 235.52	$ 400.39	$ 471.05	$ 198.25	$ 337.02	$ 396.50	$ 257.45	$ 437.67	$ 514.90			
5	Philadelphia, PA	$ 241.02	$ 409.73	$ 482.04	$ 202.46	$ 344.18	$ 404.92	$ 263.72	$ 448.32	$ 527.44			
6	Pittsburgh/Erie/Wheeling	$ 215.33	$ 366.07	$ 430.67	$ 182.89	$ 310.91	$ 365.78	$ 234.33	$ 398.37	$ 468.67			
7	Baltimore, MD / Hagerstown, MD	$ 202.71	$ 344.61	$ 405.42	$ 172.41	$ 293.10	$ 344.82	$ 220.61	$ 375.03	$ 441.21			
8	San Francisco, CA	$ 260.70	$ 443.20	$ 521.41	$ 217.55	$ 369.83	$ 435.10	$ 286.25	$ 486.62	$ 572.50			
9	Minneapolis/Duluth, MN	$ 207.23	$ 352.30	$ 414.47	$ 176.35	$ 299.80	$ 352.71	$ 225.29	$ 382.99	$ 450.58			
10	Washington, D.C.	$ 202.31	$ 343.93	$ 404.63	$ 171.78	$ 292.03	$ 343.56	$ 220.02	$ 374.03	$ 440.04			
11	Cincinnati, OH	$ 200.75	$ 341.27	$ 401.49	$ 171.54	$ 291.62	$ 343.08	$ 217.97	$ 370.55	$ 435.94			
12	Kansas City, MO & Wichita, KS	$ 204.87	$ 348.28	$ 409.75	$ 173.99	$ 295.78	$ 347.98	$ 223.05	$ 379.18	$ 446.10			
14	Buffalo, NY	$ 215.36	$ 366.10	$ 430.71	$ 182.50	$ 310.25	$ 365.00	$ 234.47	$ 398.60	$ 468.94			
15	Milwaukee/Green Bay, WI	$ 209.62	$ 356.35	$ 419.24	$ 177.60	$ 301.93	$ 355.21	$ 228.54	$ 388.51	$ 457.07			
16	New Orleans, LA/Jackson, MS	$ 185.41	$ 315.20	$ 370.82	$ 158.72	$ 269.83	$ 317.45	$ 201.05	$ 341.79	$ 402.11			
17	Cleveland, OH	$ 215.36	$ 366.10	$ 430.71	$ 183.01	$ 311.12	$ 366.02	$ 234.45	$ 398.56	$ 468.89			
18	Los Angeles, CA/Las Vegas, NV	$ 227.40	$ 386.59	$ 454.81	$ 190.77	$ 324.31	$ 381.54	$ 249.21	$ 423.65	$ 498.41			
19	Seattle, WA, Spokane, WA & Billings, MT	$ 218.33	$ 371.17	$ 436.67	$ 185.33	$ 315.06	$ 370.66	$ 237.91	$ 404.45	$ 475.83			
19	Anchorage, Alaska	$ 241.56	$ 410.65	$ 483.12	$ 204.50	$ 347.65	$ 409.00	$ 263.32	$ 447.64	$ 526.63			
30	Louisville, KY, Nashville, TN, Knoxville, TN.	$ 197.76	$ 336.20	$ 395.53	$ 171.22	$ 291.08	$ 342.45	$ 218.19	$ 370.92	$ 436.37			
21	Dallas/Ft. Worth, TX	$ 186.12	$ 316.40	$ 372.23	$ 159.68	$ 271.46	$ 319.36	$ 201.72	$ 342.92	$ 403.44			
25	Portland, OR	$ 218.67	$ 371.73	$ 437.33	$ 184.68	$ 313.96	$ 369.37	$ 238.81	$ 405.97	$ 477.62			
24	Birmingham, AL	$ 187.57	$ 318.87	$ 375.15	$ 160.71	$ 273.20	$ 321.42	$ 203.38	$ 345.75	$ 406.77			
25	Denver, CO	$ 199.53	$ 339.21	$ 399.07	$ 170.06	$ 289.11	$ 340.13	$ 216.92	$ 368.76	$ 433.83			
27	Rochester, NY	$ 215.36	$ 366.10	$ 430.71	$ 182.50	$ 310.25	$ 365.00	$ 234.47	$ 398.60	$ 468.94			
28	Omaha, NE	$ 193.07	$ 328.21	$ 386.13	$ 164.93	$ 280.38	$ 329.85	$ 209.64	$ 356.39	$ 419.28			
30	Memphis, TN	$ 188.87	$ 321.09	$ 377.75	$ 161.24	$ 274.10	$ 322.47	$ 205.22	$ 348.88	$ 410.44			
31	Houston, TX	$ 189.76	$ 322.59	$ 379.51	$ 162.45	$ 276.16	$ 324.90	$ 205.88	$ 350.00	$ 411.76			
32	Atlanta/Savannah, GA	$ 185.87	$ 315.98	$ 371.75	$ 158.76	$ 269.90	$ 317.52	$ 201.95	$ 343.31	$ 403.90			
33	Des Moines/Cedar Rapids/Sioux City, IA	$ 195.34	$ 332.08	$ 390.68	$ 166.16	$ 282.47	$ 332.31	$ 212.42	$ 361.12	$ 424.84			
34 / 63	Indianapolis, Lafayette, Terre Haute, IN	$ 203.39	$ 345.77	$ 406.79	$ 168.20	$ 285.95	$ 336.41	$ 221.15	$ 375.96	$ 442.30			
35	Albany/Utica, NY (Albany = Local 62)	$ 208.01	$ 353.61	$ 416.01	$ 175.33	$ 298.07	$ 350.67	$ 226.11	$ 384.39	$ 452.22			
36	Detroit, MI	$ 221.89	$ 377.21	$ 443.77	$ 187.67	$ 319.04	$ 375.35	$ 242.18	$ 411.71	$ 484.36			
37	Columbus, OH	$ 200.59	$ 341.01	$ 401.18	$ 170.96	$ 290.63	$ 341.92	$ 218.13	$ 370.81	$ 436.25			
38	Salt Lake City, UT	$ 192.52	$ 327.28	$ 385.03	$ 164.26	$ 279.24	$ 328.52	$ 209.25	$ 355.72	$ 418.49			
39	Providence, RI	$ 221.14	$ 375.93	$ 442.27	$ 187.16	$ 318.17	$ 374.31	$ 241.17	$ 409.99	$ 482.34			
41	Springfield/Worcester, MA	$ 217.86	$ 370.36	$ 435.72	$ 183.36	$ 311.71	$ 366.72	$ 238.14	$ 404.83	$ 476.27			
44	Toledo, OH / South Bend, IN	$ 202.45	$ 344.16	$ 404.89	$ 172.22	$ 292.78	$ 344.45	$ 220.31	$ 374.54	$ 440.63			
45	Akron/Youngstown, OH	$ 202.45	$ 344.16	$ 404.89	$ 172.22	$ 292.78	$ 344.45	$ 220.31	$ 374.54	$ 440.63			
48	Charleston/Huntington, WV	$ 204.45	$ 347.57	$ 408.91	$ 167.28	$ 284.38	$ 334.56	$ 222.17	$ 377.69	$ 444.34			
49	Jacksonville, FL	$ 184.92	$ 314.37	$ 369.85	$ 158.44	$ 269.35	$ 316.88	$ 200.57	$ 340.96	$ 401.13			
51	Richmond/Roanoke, VA	$ 187.24	$ 318.31	$ 374.48	$ 159.75	$ 271.58	$ 319.51	$ 203.51	$ 345.97	$ 407.02			
52	Norfolk, VA	$ 188.74	$ 320.86	$ 377.48	$ 161.60	$ 274.71	$ 323.19	$ 204.75	$ 348.07	$ 409.50			
53	Peoria, IL & Springfield, IL	$ 203.02	$ 345.13	$ 406.04	$ 172.05	$ 292.49	$ 344.10	$ 221.20	$ 376.03	$ 442.39			
59	Harrisburg, PA	$ 216.08	$ 367.34	$ 432.17	$ 176.94	$ 300.80	$ 353.88	$ 235.66	$ 400.61	$ 471.31			
62	Syracuse/Binghamton, NY	$ 208.01	$ 353.61	$ 416.01	$ 175.33	$ 298.07	$ 350.67	$ 226.11	$ 384.39	$ 452.22			
63	Oklahoma City, OK	$ 180.86	$ 307.47	$ 361.73	$ 155.35	$ 264.09	$ 310.70	$ 195.99	$ 333.19	$ 391.98			
73	Miami, FL	$ 195.61	$ 332.53	$ 391.21	$ 166.67	$ 283.33	$ 333.33	$ 212.72	$ 361.63	$ 425.45			
74	Tampa, FL	$ 186.67	$ 317.34	$ 373.34	$ 159.63	$ 271.38	$ 319.27	$ 202.62	$ 344.46	$ 405.25			
79	Little Rock, AR & Shreveport, LA	$ 189.03	$ 321.35	$ 378.06	$ 161.70	$ 274.88	$ 323.39	$ 205.28	$ 348.97	$ 410.55			
80	Greensboro/Raleigh-Durham, NC	$ 187.13	$ 318.12	$ 374.26	$ 160.28	$ 272.48	$ 320.57	$ 202.96	$ 345.03	$ 405.92			
81	San Antonio, TX	$ 184.26	$ 313.25	$ 368.52	$ 157.46	$ 267.69	$ 314.93	$ 200.15	$ 340.25	$ 400.30			
83	Tulsa, OK	$ 181.20	$ 308.03	$ 362.39	$ 156.18	$ 265.50	$ 312.35	$ 195.95	$ 333.12	$ 391.91			
84	Reading/Allentown/Scranton/Wilkes Barre, PA	$ 216.08	$ 367.34	$ 432.17	$ 176.94	$ 300.80	$ 353.88	$ 235.66	$ 400.61	$ 471.31			
85	Lansing, Grand Rapids MI	$ 222.90	$ 378.93	$ 445.80	$ 188.91	$ 321.15	$ 377.82	$ 243.00	$ 413.11	$ 486.01			
91	New Haven, CT	$ 227.34	$ 386.47	$ 454.68	$ 190.78	$ 324.32	$ 381.55	$ 248.73	$ 422.84	$ 497.46			
93	Chattanooga, TN	$ 189.12	$ 321.50	$ 378.23	$ 162.00	$ 275.40	$ 324.01	$ 205.11	$ 348.69	$ 410.22			
99	Nashville, Knoxville, TN (new Local 23)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
124	Mobile, AL	$ 190.24	$ 323.41	$ 380.49	$ 163.06	$ 277.20	$ 326.11	$ 206.22	$ 350.57	$ 412.44			
126	Honolulu, HI	$ 230.80	$ 392.36	$ 461.61	$ 194.55	$ 330.74	$ 389.11	$ 252.22	$ 428.77	$ 504.44			
132	Albuquerque, NM/El Paso, TX	$ 191.94	$ 326.30	$ 383.88	$ 163.34	$ 277.68	$ 326.68	$ 208.88	$ 355.10	$ 417.77			
132	Madison, WI & Rockford, IL	$ 216.79	$ 368.54	$ 433.58	$ 183.22	$ 311.48	$ 366.44	$ 236.62	$ 402.26	$ 473.25			
133	Austin, TX	$ 185.34	$ 315.08	$ 370.69	$ 159.08	$ 270.44	$ 318.17	$ 200.84	$ 341.43	$ 401.68			
135	Charlotte, NC/Columbia, SC	$ 188.04	$ 319.66	$ 376.07	$ 160.91	$ 273.55	$ 321.82	$ 203.94	$ 346.70	$ 407.88			
138	Poughkeepsie, NY	$ 242.72	$ 412.62	$ 485.44	$ 202.92	$ 344.96	$ 405.84	$ 266.09	$ 452.36	$ 532.19			
139	Orlando, FL	$ 190.90	$ 324.54	$ 381.81	$ 163.54	$ 278.01	$ 327.07	$ 207.03	$ 351.95	$ 414.06			
140	Phoenix, Tucson, AZ	$ 193.16	$ 328.36	$ 386.31	$ 164.63	$ 279.86	$ 329.25	$ 210.09	$ 357.15	$ 420.17			
46	Quad Cities (Rock Island, IL, Davenport, IA)	$ 199.11	$ 338.49	$ 398.23	$ 169.20	$ 287.64	$ 338.40	$ 216.63	$ 368.28	$ 433.27			

REQUEST FOR PROPOASL NO. EV2516
Exhibit 3 - NATIONAL PRICING
HOURLY RATES - 2022
ALL RATES SHOWN ARE NOT TO EXCEED RATES

CONTRACTOR COMPANY NAME KONE Inc.

INSTRUCTIONS:

1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.

2. NORMAL HOURS: Monday-Friday, 8:00 am - 5.00 pm.
3. OVERTIME: Monday - Friday outside of normal working hours and Saturday
4. SUNDAYS/HOLIDAYS: Sundays and IUEC recognized holidays.

LOCATION		POSITION											
		2022 LICENSED MECHANIC			2022 MECHANIC HELPER			2022 Adjuster			List other positions that my be used and the hourly rates. Add additional columns as necessary		
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS
1	New York, NY, Newark, NJ	$ 240.79	$ 409.34	$ 481.57	$ 218.67	$ 371.75	$ 437.35	$ 262.35	$ 445.99	$ 524.70			
2	Chicago, IL	$ 239.88	$ 407.79	$ 479.75	$ 202.13	$ 343.61	$ 404.25	$ 261.88	$ 445.20	$ 523.77			
3	St. Louis, MO & Evansville, IN	$ 216.25	$ 367.62	$ 432.50	$ 183.56	$ 312.06	$ 367.13	$ 235.47	$ 400.29	$ 470.93			
4	Boston, MA & Portland, ME	$ 243.18	$ 413.41	$ 486.36	$ 204.69	$ 347.98	$ 409.38	$ 265.82	$ 451.89	$ 531.64			
5	Philadelphia, PA	$ 248.85	$ 423.05	$ 497.71	$ 209.04	$ 355.37	$ 418.08	$ 272.29	$ 462.90	$ 544.58			
6	Pittsburgh/Erie/Wheeling	$ 222.33	$ 377.96	$ 444.66	$ 188.83	$ 321.02	$ 377.67	$ 241.95	$ 411.32	$ 483.90			
7	Baltimore, MD / Hagerstown, MD	$ 209.30	$ 355.81	$ 418.60	$ 178.01	$ 302.62	$ 356.02	$ 227.78	$ 387.22	$ 455.55			
8	San Francisco, CA	$ 269.18	$ 457.60	$ 538.35	$ 224.62	$ 381.85	$ 449.24	$ 295.55	$ 502.44	$ 591.10			
9	Minneapolis/Duluth, MN	$ 213.97	$ 363.75	$ 427.94	$ 182.09	$ 309.55	$ 364.17	$ 232.61	$ 395.44	$ 465.22			
10	Washington, D C	$ 208.89	$ 355.11	$ 417.78	$ 177.36	$ 301.52	$ 354.73	$ 227.17	$ 386.19	$ 454.34			
11	Cincinnati, OH	$ 207.27	$ 352.36	$ 414.54	$ 177.11	$ 301.09	$ 354.23	$ 225.05	$ 382.59	$ 450.10			
12	Kansas City, MO & Wichita, KS	$ 211.53	$ 359.60	$ 423.06	$ 179.64	$ 305.39	$ 359.28	$ 230.30	$ 391.51	$ 460.60			
14	Buffalo, NY	$ 222.35	$ 378.00	$ 444.71	$ 188.43	$ 320.33	$ 376.86	$ 242.09	$ 411.55	$ 484.18			
15	Milwaukee/Green Bay, WI	$ 216.43	$ 367.93	$ 432.86	$ 183.38	$ 311.74	$ 366.75	$ 235.96	$ 401.14	$ 471.93			
16	New Orleans, LA/Jackson, MS	$ 191.44	$ 325.44	$ 382.87	$ 163.88	$ 278.60	$ 327.77	$ 207.59	$ 352.90	$ 415.18			
17	Cleveland, OH	$ 222.35	$ 378.00	$ 444.71	$ 188.96	$ 321.23	$ 377.92	$ 242.07	$ 411.51	$ 484.13			
18	Los Angeles, CA/Las Vegas, NV	$ 234.79	$ 399.15	$ 469.59	$ 196.97	$ 334.85	$ 393.94	$ 257.31	$ 437.42	$ 514.61			
19	Seattle, WA, Spokane, WA & Billings, MT	$ 225.43	$ 383.23	$ 450.86	$ 191.35	$ 325.30	$ 382.71	$ 245.64	$ 417.60	$ 491.29			
19	Anchorage, Alaska	$ 249.41	$ 424.00	$ 498.82	$ 211.15	$ 358.95	$ 422.29	$ 271.87	$ 462.19	$ 543.75			
20	Louisville, KY, Nashville, TN, Knoxville, TN	$ 204.19	$ 347.13	$ 408.38	$ 176.79	$ 300.54	$ 353.57	$ 225.28	$ 382.97	$ 450.55			
21	Dallas/Ft. Worth, TX	$ 192.16	$ 326.68	$ 384.33	$ 164.87	$ 280.28	$ 329.74	$ 208.27	$ 354.07	$ 416.55			
23	Portland, OR	$ 225.77	$ 383.81	$ 451.54	$ 190.68	$ 324.16	$ 381.37	$ 246.57	$ 419.17	$ 493.14			
24	Birmingham, AL	$ 193.67	$ 329.24	$ 387.34	$ 165.93	$ 282.08	$ 331.86	$ 209.99	$ 356.99	$ 419.99			
25	Denver, CO	$ 206.02	$ 350.23	$ 412.04	$ 175.59	$ 298.50	$ 351.18	$ 223.97	$ 380.74	$ 447.93			
27	Rochester, NY	$ 222.35	$ 378.00	$ 444.71	$ 188.43	$ 320.33	$ 376.86	$ 242.09	$ 411.55	$ 484.18			
28	Omaha, NE	$ 199.34	$ 338.88	$ 398.68	$ 170.29	$ 289.49	$ 340.57	$ 216.45	$ 367.97	$ 432.91			
30	Memphis, TN	$ 195.01	$ 331.52	$ 390.03	$ 166.48	$ 283.01	$ 332.96	$ 211.89	$ 360.21	$ 423.78			
31	Houston, TX	$ 195.92	$ 333.07	$ 391.85	$ 167.73	$ 285.14	$ 335.46	$ 212.57	$ 361.37	$ 425.15			
32	Atlanta/Savannah, GA	$ 191.91	$ 326.25	$ 383.83	$ 163.92	$ 278.67	$ 327.84	$ 208.51	$ 354.47	$ 417.03			
33	Des Moines/Cedar Rapids/Sioux City, IA	$ 201.69	$ 342.87	$ 403.38	$ 171.56	$ 291.65	$ 343.11	$ 219.33	$ 372.85	$ 438.65			
34 / 62	Indianapolis, Lafayette, Terre Haute, IN	$ 210.01	$ 357.01	$ 420.01	$ 173.67	$ 295.24	$ 347.34	$ 228.34	$ 388.18	$ 456.68			
35	Albany/Utica, NY (Albany + Local 62)	$ 214.77	$ 365.10	$ 429.53	$ 181.03	$ 307.75	$ 362.06	$ 233.46	$ 396.88	$ 466.92			
36	Detroit, MI	$ 229.10	$ 389.47	$ 458.20	$ 193.77	$ 329.41	$ 387.55	$ 250.05	$ 425.09	$ 500.11			
37	Columbus, OH	$ 207.11	$ 352.09	$ 414.22	$ 176.52	$ 300.08	$ 353.04	$ 225.21	$ 382.87	$ 450.43			
38	Salt Lake City, UT	$ 198.77	$ 337.91	$ 397.54	$ 169.60	$ 288.32	$ 339.20	$ 216.05	$ 367.28	$ 432.09			
39	Providence, RI	$ 228.32	$ 388.15	$ 456.65	$ 193.24	$ 328.51	$ 386.48	$ 249.01	$ 423.31	$ 498.02			
41	Springfield/Worcester, MA	$ 224.94	$ 382.40	$ 449.88	$ 189.32	$ 321.85	$ 378.64	$ 245.88	$ 417.99	$ 491.75			
44	Toledo, OH / South Bend, IN	$ 209.03	$ 355.34	$ 418.05	$ 177.82	$ 302.30	$ 355.64	$ 227.47	$ 386.71	$ 454.95			
45	Akron/Youngstown, OH	$ 209.03	$ 355.34	$ 418.05	$ 177.82	$ 302.30	$ 355.64	$ 227.47	$ 386.71	$ 454.95			
48	Charleston/Huntington, WV	$ 211.10	$ 358.87	$ 422.20	$ 172.72	$ 293.62	$ 345.44	$ 229.39	$ 389.97	$ 458.78			
49	Jacksonville, FL	$ 190.93	$ 324.59	$ 381.87	$ 163.59	$ 278.10	$ 327.18	$ 207.08	$ 352.04	$ 414.17			
53	Richmond/Roanoke, VA	$ 193.33	$ 328.66	$ 386.65	$ 164.95	$ 280.41	$ 329.89	$ 210.13	$ 357.21	$ 420.25			
52	Norfolk, VA	$ 194.88	$ 331.29	$ 389.75	$ 166.85	$ 283.64	$ 333.69	$ 211.40	$ 359.39	$ 422.81			
55	Peoria, IL & Springfield, IL	$ 209.62	$ 356.35	$ 419.24	$ 177.64	$ 301.99	$ 355.29	$ 228.39	$ 388.26	$ 456.77			
59	Harrisburg, PA	$ 223.11	$ 379.28	$ 446.21	$ 182.69	$ 310.57	$ 365.38	$ 243.31	$ 413.63	$ 486.63			
62	Syracuse/Binghamton, NY	$ 214.77	$ 365.10	$ 429.53	$ 181.03	$ 307.75	$ 362.06	$ 233.46	$ 396.88	$ 466.92			
63	Oklahoma City, OK	$ 186.74	$ 317.46	$ 373.48	$ 160.40	$ 272.67	$ 320.79	$ 202.36	$ 344.02	$ 404.72			
73	Miami, FL	$ 201.96	$ 343.34	$ 403.92	$ 172.08	$ 292.54	$ 344.17	$ 219.64	$ 373.39	$ 439.28			
74	Tampa, FL	$ 192.73	$ 327.65	$ 385.47	$ 164.82	$ 280.20	$ 329.64	$ 209.21	$ 355.65	$ 418.42			
79	Little Rock, AR & Shreveport, LA	$ 195.17	$ 331.79	$ 390.34	$ 166.95	$ 283.82	$ 333.90	$ 211.95	$ 360.31	$ 423.90			
80	Greensboro/Raleigh Durham, NC	$ 193.21	$ 328.46	$ 386.43	$ 165.49	$ 281.34	$ 330.98	$ 209.55	$ 356.24	$ 419.11			
81	San Antonio, TX	$ 190.25	$ 323.43	$ 380.50	$ 162.58	$ 276.39	$ 325.16	$ 206.65	$ 351.31	$ 413.31			
83	Tulsa, OK	$ 187.08	$ 318.04	$ 374.17	$ 161.25	$ 274.13	$ 322.50	$ 202.32	$ 343.95	$ 404.64			
84	Reading/Allentown/Scranton/Wilkes Barre, PA	$ 223.11	$ 379.28	$ 446.21	$ 182.69	$ 310.57	$ 365.38	$ 243.31	$ 413.63	$ 486.63			
85	Lansing, Grand Rapids MI	$ 230.15	$ 391.25	$ 460.29	$ 195.05	$ 331.59	$ 390.10	$ 250.90	$ 426.53	$ 501.80			
91	New Haven, CT	$ 234.73	$ 399.04	$ 469.45	$ 196.98	$ 334.86	$ 393.95	$ 256.81	$ 436.58	$ 513.63			
93	Chattanooga, TN	$ 195.26	$ 331.95	$ 390.53	$ 167.27	$ 284.35	$ 334.54	$ 211.78	$ 360.02	$ 423.55			
95	Nashville, Knoxville, TN (now Local 30)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
124	Mobile, AL	$ 196.43	$ 333.92	$ 392.85	$ 168.36	$ 286.21	$ 336.71	$ 212.92	$ 361.97	$ 425.84			
126	Honolulu, HI	$ 238.30	$ 405.12	$ 476.61	$ 200.88	$ 341.49	$ 401.75	$ 260.42	$ 442.71	$ 520.83			
131	Albuquerque, NM/El Paso, TX	$ 198.18	$ 336.91	$ 396.36	$ 168.65	$ 286.71	$ 337.30	$ 215.67	$ 366.64	$ 431.34			
132	Madison, WI & Rockford, IL	$ 223.84	$ 380.52	$ 447.67	$ 189.18	$ 321.60	$ 378.35	$ 244.31	$ 415.33	$ 488.63			
133	Austin, TX	$ 191.37	$ 325.32	$ 382.73	$ 164.25	$ 279.23	$ 328.51	$ 207.37	$ 352.52	$ 414.74			
135	Charlotte, NC/Columbia, SC	$ 194.15	$ 330.05	$ 388.29	$ 166.14	$ 282.44	$ 332.28	$ 210.57	$ 357.97	$ 421.14			
138	Poughkeepsie, NY	$ 250.61	$ 426.03	$ 501.21	$ 209.52	$ 356.18	$ 419.03	$ 274.74	$ 467.06	$ 549.48			
139	Orlando, FL	$ 197.11	$ 335.09	$ 394.22	$ 168.85	$ 287.05	$ 337.70	$ 213.76	$ 363.39	$ 427.52			
140	Phoenix, Tucson, AZ	$ 199.43	$ 339.04	$ 398.87	$ 169.98	$ 288.96	$ 339.95	$ 216.91	$ 368.76	$ 433.83			
46	Quad Cities (Rock Island, IL, Davenport, IA)	$ 205.59	$ 349.49	$ 411.17	$ 174.70	$ 296.98	$ 349.39	$ 223.68	$ 380.25	$ 447.35			

REQUEST FOR PROPOASL NO. EV2516
Exhibit 3 - NATIONAL PRICING
HOURLY RATES - 2023
ALL RATES SHOWN ARE NOT TO EXCEED RATES

CONTRACTOR COMPANY NAME: KONE Inc.

INSTRUCTIONS:

1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.

2. NORMAL HOURS: Monday-Friday, 8:00 am - 5.00 pm.
3. OVERTIME: Monday - Friday outside of normal working hours and Saturday.
4. SUNDAYS/HOLIDAYS: Sundays and IUEC recognized holidays.

LOCATION		POSITION											
		2023 LICENSED MECHANIC			2023 MECHANIC HELPER			2023 Adjuster			*List other positions that my be used and the hourly rates. Add additional columns as necessary.*		
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS
1	New York, NY, Newark, NJ	$ 248.61	$ 422.64	$ 497.23	$ 225.78	$ 383.83	$ 451.56	$ 270.87	$ 460.49	$ 541.75			
2	Chicago, IL	$ 247.67	$ 421.04	$ 495.34	$ 208.69	$ 354.78	$ 417.39	$ 270.39	$ 459.67	$ 540.79			
3	St. Louis, MO & Evansville, IN	$ 223.28	$ 379.57	$ 446.55	$ 189.53	$ 322.20	$ 379.06	$ 243.12	$ 413.30	$ 486.24			
4	Boston, MA & Portland, ME	$ 251.08	$ 426.84	$ 502.17	$ 211.34	$ 359.29	$ 422.69	$ 274.46	$ 466.58	$ 548.92			
5	Philadelphia, PA	$ 256.94	$ 436.80	$ 513.88	$ 215.83	$ 366.92	$ 431.66	$ 281.14	$ 477.94	$ 562.28			
6	Pittsburgh/Erie/Wheeling	$ 229.56	$ 390.25	$ 459.11	$ 194.97	$ 331.45	$ 389.94	$ 249.81	$ 424.68	$ 499.63			
7	Baltimore, MD / Hagerstown, MD	$ 216.10	$ 367.37	$ 432.20	$ 183.80	$ 312.46	$ 367.60	$ 235.18	$ 399.80	$ 470.36			
8	San Francisco, CA	$ 277.92	$ 472.47	$ 555.85	$ 231.92	$ 394.26	$ 463.84	$ 305.16	$ 518.77	$ 610.31			
9	Minneapolis/Duluth, MN	$ 220.92	$ 375.57	$ 441.85	$ 188.00	$ 319.61	$ 376.01	$ 240.17	$ 408.29	$ 480.34			
10	Washington, D.C	$ 215.68	$ 366.65	$ 431.36	$ 183.13	$ 311.32	$ 366.26	$ 234.55	$ 398.74	$ 469.11			
11	Cincinnati, OH	$ 214.01	$ 363.81	$ 428.01	$ 182.87	$ 310.88	$ 365.74	$ 232.37	$ 395.02	$ 464.73			
12	Kansas City, MO & Wichita, KS	$ 218.41	$ 371.29	$ 436.81	$ 185.48	$ 315.32	$ 370.96	$ 237.78	$ 404.23	$ 475.57			
14	Buffalo, NY	$ 229.58	$ 390.29	$ 459.16	$ 194.56	$ 330.75	$ 389.11	$ 249.96	$ 424.93	$ 499.91			
15	Milwaukee/Green Bay, WI	$ 223.46	$ 379.89	$ 446.93	$ 189.34	$ 321.87	$ 378.67	$ 243.63	$ 414.17	$ 487.26			
16	New Orleans, LA/Jackson, MS	$ 197.66	$ 336.02	$ 395.31	$ 169.21	$ 287.66	$ 338.42	$ 214.34	$ 364.37	$ 428.67			
17	Cleveland, OH	$ 229.58	$ 390.29	$ 459.16	$ 195.10	$ 331.67	$ 390.20	$ 249.93	$ 424.88	$ 499.86			
18	Los Angeles, CA/Las Vegas, NV	$ 242.43	$ 412.12	$ 484.85	$ 203.37	$ 345.73	$ 406.74	$ 265.67	$ 451.64	$ 531.34			
19	Seattle, WA, Spokane, WA & Billings, MT	$ 232.76	$ 395.69	$ 465.51	$ 197.57	$ 335.87	$ 395.14	$ 253.63	$ 431.17	$ 507.26			
19	Anchorage, Alaska	$ 257.52	$ 437.78	$ 515.03	$ 218.01	$ 370.61	$ 436.02	$ 280.71	$ 477.21	$ 561.42			
20	Louisville, KY, Nashville, TN, Knoxville, TN	$ 210.83	$ 358.41	$ 421.66	$ 182.53	$ 310.31	$ 365.07	$ 232.60	$ 395.42	$ 465.20			
21	Dallas/Ft. Worth, TX	$ 198.41	$ 337.30	$ 396.82	$ 170.23	$ 289.39	$ 340.46	$ 215.04	$ 365.57	$ 430.09			
23	Portland, OR	$ 233.11	$ 396.29	$ 466.22	$ 196.88	$ 334.70	$ 393.76	$ 254.58	$ 432.79	$ 509.16			
24	Birmingham, AL	$ 199.96	$ 339.94	$ 399.93	$ 171.32	$ 291.25	$ 342.65	$ 216.82	$ 368.59	$ 433.63			
25	Denver, CO	$ 212.71	$ 361.61	$ 425.43	$ 181.30	$ 308.20	$ 362.59	$ 231.24	$ 393.12	$ 462.49			
27	Rochester, NY	$ 229.58	$ 390.29	$ 459.16	$ 194.56	$ 330.75	$ 389.11	$ 249.96	$ 424.93	$ 499.91			
28	Omaha, NE	$ 205.82	$ 349.90	$ 411.64	$ 175.82	$ 298.90	$ 351.64	$ 223.49	$ 379.93	$ 446.98			
30	Memphis, TN	$ 201.35	$ 342.30	$ 402.70	$ 171.89	$ 292.21	$ 343.78	$ 218.78	$ 371.92	$ 437.55			
31	Houston, TX	$ 202.29	$ 343.90	$ 404.58	$ 173.18	$ 294.41	$ 346.36	$ 219.48	$ 373.12	$ 438.96			
32	Atlanta/Savannah, GA	$ 198.15	$ 336.86	$ 396.30	$ 169.25	$ 287.72	$ 338.50	$ 215.29	$ 365.99	$ 430.58			
33	Des Moines/Cedar Rapids/Iowa City, IA	$ 208.24	$ 354.01	$ 416.49	$ 177.13	$ 301.12	$ 354.26	$ 226.45	$ 384.97	$ 452.91			
34 / 53	Indianapolis, Lafayette, Terre Haute, IN	$ 216.83	$ 368.61	$ 433.66	$ 179.31	$ 304.83	$ 358.63	$ 235.76	$ 400.79	$ 471.52			
35	Albany/Utica, NY (Albany = Local 62)	$ 221.75	$ 376.97	$ 443.49	$ 186.91	$ 317.75	$ 373.83	$ 241.05	$ 409.78	$ 482.09			
36	Detroit, MI	$ 236.54	$ 402.13	$ 473.09	$ 200.07	$ 340.12	$ 400.14	$ 258.18	$ 438.91	$ 516.36			
37	Columbus, OH	$ 213.84	$ 363.53	$ 427.69	$ 182.25	$ 309.83	$ 364.51	$ 232.53	$ 395.31	$ 465.07			
38	Salt Lake City, UT	$ 205.23	$ 348.90	$ 410.47	$ 175.11	$ 297.69	$ 350.22	$ 223.07	$ 379.22	$ 446.14			
39	Providence, RI	$ 235.74	$ 400.77	$ 471.49	$ 199.52	$ 339.18	$ 399.04	$ 257.10	$ 437.07	$ 514.20			
41	Springfield/Worcester, MA	$ 232.25	$ 394.83	$ 464.50	$ 195.47	$ 332.31	$ 390.95	$ 253.87	$ 431.57	$ 507.73			
44	Toledo, OH / South Bend, IN	$ 215.82	$ 366.89	$ 431.64	$ 183.60	$ 312.12	$ 367.20	$ 234.87	$ 399.28	$ 469.74			
45	Akron/Youngstown, OH	$ 215.82	$ 366.89	$ 431.64	$ 183.60	$ 312.12	$ 367.20	$ 234.87	$ 399.28	$ 469.74			
48	Charleston/Huntington, WV	$ 217.96	$ 370.53	$ 435.92	$ 178.33	$ 303.16	$ 356.66	$ 236.85	$ 402.64	$ 473.69			
49	Jacksonville, FL	$ 197.14	$ 335.14	$ 394.28	$ 168.91	$ 287.14	$ 337.81	$ 213.81	$ 363.48	$ 427.63			
51	Richmond/Roanoke, VA	$ 199.61	$ 339.34	$ 399.22	$ 170.31	$ 289.52	$ 340.61	$ 216.95	$ 368.82	$ 433.91			
52	Norfolk, VA	$ 201.21	$ 342.06	$ 402.42	$ 172.27	$ 292.86	$ 344.54	$ 218.27	$ 371.07	$ 436.55			
53	Peoria, IL & Springfield, IL	$ 216.43	$ 367.93	$ 432.86	$ 183.42	$ 311.81	$ 366.84	$ 235.81	$ 400.87	$ 471.62			
59	Harrisburg, PA	$ 230.36	$ 391.61	$ 460.71	$ 188.63	$ 320.67	$ 377.26	$ 251.22	$ 427.08	$ 502.44			
62	Syracuse/Binghamton, NY	$ 221.75	$ 376.97	$ 443.49	$ 186.91	$ 317.75	$ 373.83	$ 241.05	$ 409.78	$ 482.09			
63	Oklahoma City, OK	$ 192.81	$ 327.78	$ 385.62	$ 165.61	$ 281.54	$ 331.22	$ 208.94	$ 355.20	$ 417.88			
72	Miami, FL	$ 208.53	$ 354.49	$ 417.05	$ 177.68	$ 302.05	$ 355.35	$ 226.78	$ 385.52	$ 453.55			
74	Tampa, FL	$ 199.00	$ 338.30	$ 398.00	$ 170.18	$ 289.30	$ 340.36	$ 216.01	$ 367.21	$ 432.01			
79	Little Rock, AR & Shreveport, LA	$ 201.52	$ 342.58	$ 403.03	$ 172.38	$ 293.04	$ 344.75	$ 218.84	$ 372.02	$ 437.67			
80	Greensboro/Raleigh-Durham, NC	$ 199.49	$ 339.14	$ 398.98	$ 170.87	$ 290.48	$ 341.74	$ 216.36	$ 367.82	$ 432.73			
81	San Antonio, TX	$ 196.43	$ 333.94	$ 392.87	$ 167.86	$ 285.37	$ 335.73	$ 213.37	$ 362.73	$ 426.74			
83	Tulsa, OK	$ 193.16	$ 328.38	$ 386.33	$ 166.49	$ 283.04	$ 332.99	$ 208.90	$ 355.13	$ 417.79			
84	Reading/Allentown/Scranton/Wilkes Barre, PA	$ 230.36	$ 391.61	$ 460.71	$ 188.63	$ 320.67	$ 377.26	$ 251.22	$ 427.08	$ 502.44			
85	Lansing, Grand Rapids MI	$ 237.63	$ 403.97	$ 475.25	$ 201.39	$ 342.36	$ 402.78	$ 259.06	$ 440.40	$ 518.11			
91	New Haven, CT	$ 242.36	$ 412.00	$ 484.71	$ 203.38	$ 345.74	$ 406.76	$ 265.16	$ 450.77	$ 530.32			
93	Chattanooga TN	$ 201.61	$ 342.74	$ 403.22	$ 172.70	$ 293.60	$ 345.41	$ 218.66	$ 371.72	$ 437.32			
95	Nashville, Knoxville, TN (now Local 20)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
124	Mobile, AL	$ 202.81	$ 344.78	$ 405.62	$ 173.83	$ 295.51	$ 347.66	$ 219.84	$ 373.73	$ 439.68			
126	Honolulu, HI	$ 246.05	$ 418.28	$ 492.10	$ 207.40	$ 352.59	$ 414.81	$ 268.88	$ 457.10	$ 537.76			
131	Albuquerque, NM/El Paso, TX	$ 204.62	$ 347.86	$ 409.24	$ 174.13	$ 296.02	$ 348.26	$ 222.68	$ 378.56	$ 445.36			
132	Madison, WI & Rockford, IL	$ 231.11	$ 392.89	$ 462.22	$ 195.32	$ 332.05	$ 390.65	$ 252.25	$ 428.83	$ 504.51			
133	Austin, TX	$ 197.59	$ 335.90	$ 395.17	$ 169.59	$ 288.31	$ 339.18	$ 214.11	$ 363.98	$ 428.21			
135	Charlotte, NC/Columbia, SC	$ 200.46	$ 340.78	$ 400.91	$ 171.54	$ 291.61	$ 343.08	$ 217.41	$ 369.60	$ 434.83			
138	Poughkeepsie, NY	$ 258.75	$ 439.88	$ 517.50	$ 216.32	$ 367.75	$ 432.65	$ 283.67	$ 482.24	$ 567.34			
139	Orlando, FL	$ 203.52	$ 345.98	$ 407.03	$ 174.34	$ 296.38	$ 348.68	$ 220.71	$ 375.20	$ 441.41			
140	Phoenix, Tucson, AZ	$ 205.91	$ 350.06	$ 411.83	$ 175.50	$ 298.35	$ 351.00	$ 223.96	$ 380.74	$ 447.93			
46	Quad Cities (Rock Island, IL, Davenport, IA)	$ 212.27	$ 360.85	$ 424.53	$ 180.37	$ 306.64	$ 360.75	$ 230.94	$ 392.61	$ 461.89			

REQUEST FOR PROPOSAL NO. EV2516
ADDITIONAL SAMPLE PRICING FOR EVALUATION PURPOSES ONLY
ALL RATES SHOWN ARE NOT TO EXCEED RATES

KONE Inc. _____

INSTRUCTIONS FOR ITEMS 1 THROUGH 5 BELOW:

1. Pricing shall include the furnishing of all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement parts, etc.

2. Service hours listed shall be taken into consideration when Contractor is pricing work. No overtime will be allowed as long as service calls are within designated service hours for each specific location.

INSTRUCTIONS FOR ITEMS 6-11 BELOW:

1. Pricing shall include the furnishing of all material, labor, supervision, tools, supplies, and other expenses necessary to provide complete repair, upgrade or modernization.
2. Service hours listed shall be taken into consideration when Contractor is pricing work. No overtime will be allowed as long as service is within designated service hours for each specific location.

Provide hourly rate and materials cost mark up % for work outside of preventive maintenance.

ITEM	PROPERTY NAME	DESCRIPTION/EQUIPMENT TYPE	SERVICE HOURS	LIST EACH PRICING COMPONENT AND PERCENTAGE OF TOTAL COST (Ref. Attachment 2, Preventive Maintenance Tab)	NET MONTHLY CHARGE	JOURNEYMAN HOURLY RATE	MATERIALS COST MARK UP %
1	Location: Chicago City Limits	Fourteen (14) 1980 Westinghouse glass escalators 17'- 6" rise 90 FPM Ten (10) 1990 Montgomery glass moving walkways 100' length 90 FPM	24 hours per day, 7 days per week	LABOR (60%): $8,401.80 MATERIAL (15%): $2,100.45 OVERHEAD & PROFIT (25%): $3,500.75	$ 14,003.00	217.93	25%
2	Location: Phoenix, AZ City Limits, Court Tower	Sixteen (16) Schindler Miconic TXR5 geared elevators Landings/Openings: 16 Six (6) Schindler Escalators, Two (2) rise from First floor to Third floor and four (4) rise from First floor to second floor	6:00 am - 6:00 pm	LABOR (60%): $5,827.80 MATERIAL (15%): $1,456.95 OVERHEAD & PROFIT (25%): $2,428.25	$ 9,713.00	181.19	25%
3	Location: Baltimore, MD Metro Area, Airport	Fifteen (15) hydraulic EcoSpace Low Rise Elevators, ten (10) with 5 landings and five (5) with 3 landings Fifteen (15) Schindler 3300 Traction elevators, eight (8) with 4 landings and seven (7) with 3 landings Ten (10) Otis Hydro Fit 3500# capacity elevators, each with two (2) landings One (1) Thyssenkrupp hydraulic freight elevator, three (3) landings Fifteen (15) Kone TravelMaster 110 Escalators, brushed stainless steel, 32" step width, eight (8) rise from First floor to Second floor and seven (7) rise from First floor to Third floor Twenty-two (22) Schindler 9500-45 moving walkways, 48" pallet width, twelve (12) are 100' long and ten (10) are 200' long	24 hours per day, 7 days per week	LABOR (60%): $23,901.90 MATERIAL (15%): $5,975.48 OVERHEAD & PROFIT (25%): $9,959.12	$ 39,836.50	190.15	25%
4	Location: Detroit, MI Metro Area, Airport	Thirteen (13) Elevators: Detroit Elevator, Serial #35837, 2 landings Otis, Serial No.'s 8822, 8823, 8830, 27373, 27374, 41080 two (2) elevators with 5 landings, two (2) elevators with 6 landings, one (1) elevator with 3 landings, and one (1) elevator with 2 landings Kone, Serial No. 14925, 3 landings Otis and Kone Serial No.'s 29603, 29874, 29875, 29876, each with 4 landings B&D Elevator Serial No. 37391, 3 landings Three (3) Freight elevators: Otis, Serial No.'s 8824, 8825, 10512, each with 3 landings One (1) lift: Truse Manlift, Serial No. 29713 Three (3) Otis Escalators, Serial No.'s 8817, 8818, 8821 Ten (10) Kone Moving walkways, Serial No.'s 29556, 29557, 29558, 29559, 29560, 29561, 29562, 29563, 29564, 29565	24 hours per day, 7 days per week	LABOR (60%): $7,837.50 MATERIAL (15%): $1,959.38 OVERHEAD & PROFIT (25%): $3,265.62	$ 13,062.50	208.14	25%

5	Location: Little Rock, AR Metro Area	Two (2) Dover elevators, Model EP12525, 3 landings Two (2) Montgomery elevators, Models P13332, CP25630, 3 landings One (1) Westinghouse elevator, Model E-2218L, 3 landings Three (3) Kone elevators, Model UN81001CA83, 6 landings Four (4) Kone Escalators, Models HS 107, HS 108 and two (2) HS 217	24 hours per day, 7 days per week	LABOR (60%): $3,824.70 MATERIAL (15%): $956.18 OVERHEAD & PROFIT (25%): $1,593.62	$ 6,374.50	177.32	25%

ITEM	PROPERTY NAME	DESCRIPTION/EQUIPMENT TYPE	REQUIREMENT	SERVICE HOURS	NUMBER OF TEAM HOURS REQUIRED TO COMPLETE WORK	PRICE TO PERFORM WORK
6	Location: Orlando, FL Metro Area	Equipment: Eight (8) existing Hydraulic elevators: U.S. elevator 3,500# capacity Speed = 125 FPM Landings/Openings (in line): 3	Replace existing obsolete valve (no piping necessary) on each elevator with a generic Maxton valve.	8:00 am - 5:00 pm	8 TH **Hours and Price is per elevator	$ 4,924.70
7	Location: Dallas, TX City Limits	Equipment: Ten (10) existing Hydraulic elevators: U.S. elevator 3,500# capacity Speed = 125 FPM Landings/Openings (in line): 3 Door Opening: 3'-6" X 7'-0" center opening	Replace existing older G.A.L. Manufacturing Corporation door operator and all relating components: *New Solid State Door operator *Car door hangars and tracks *Car door clutch *Proximity door detector (Janus - 3D or approved equal) *Hatch door interlocks and spirators *Retain existing hatch door hangars and tracks	8:00 am - 5:00 pm	32 TH -- Labor and Pricing is per elevator	$ 15,534.20
8	Location: Denver City Limits	Equipment: ten (10) existing 17'-6" Westinghouse glass escalators	Replace ten (10) handrails (black) due to vandalism	8:00 am - 5:00 pm	8 TH -- Labor and Pricing is per handrail	$ 4,930.20
9	Location: City of Los Angeles, CA City Limits	Equipment: Six (6) Traction elevators (duplex) Capacity = 3,500# Speed = 350 FPM Landings/Openings (in line): 6 Travel = 72' Door Opening: 3'-6" X 7'-0" center opening Car Operating Panel: (1) in front return Additional Fixtures: hall lanterns at each floor	Furnish and install new power and logic controllers. All new wiring (machine room and car) New fixtures (hall and car) to meet ADA requirements; Single riser - hall Complete door operator upgrade and relating components to include new solid stated door operator, car door hangar and tracks, proximity detector, hatch hangar, tracks, interlocks at all floors	8:00 am - 5:00 pm	8 Weeks -- Pricing includes new motor & rope gripper in addition to the items noted based on our experience and knowledge in Modernization. Labor and Pricing is per elevator	$ 108,671.20
10	Location: Reno, NV, City Limits	Equipment: Four (4) Murphy hydraulic passenger elevators Capacity = 2,000# Landings/Openings: 3	Furnish and install standard microprocessor controls; Motion Ccontrol Engineering or Virginia controls or equivalent. New landing system. New fixtures to meet ADA requirements. All new wiring (machine room and car)	8:00 am - 5:00 pm	3 Weeks -- Labor and Pricing is per elevator	31594.2
11	Location: City of Charlotte Metro Area	Equipment: Sixteen (16) Schindler moving walkways installed in 1994; eight (8) short and eight (8) long	Furnish and install sidewalk pallets/steps for all sixteen (16) moving walkways	9:00 pm - 6:00 am	2 1/2 Weeks -- Labor and Pricing is per MOVING WALK	$ 90,908.40

Total Maintenance:
Elevators: 81
Escalators: 42
Walkways: 42
Lifts: 1

Total Repair, Upgrade, Modernization:
Elevators: 28
Escalators: 10
Walkways: 16

REQUEST FOR PROPOSAL NO. EV2516
Exhibit 3 - NATIONAL PRICING
REPAIRS, UPGRADES AND MODERNIZATION
ALL RATES SHOWN ARE NOT TO EXCEED RATES
INSTRUCTIONS:

CONTRACTOR COMPANY NAME: **KONE Inc.**

Contractor shall utilize mark-ups and rates listed in the Materials and Parts Mark-Up tab and Hourly Rates tab to determine cost for repairs, upgrades and modernizations. If there are other elements that should also be taken into consideration, Contractor shall list these elements below and any associated pricing.

ANY ADDITIONAL PRICING ELEMENTS FOR REPAIRS, UPGRADES AND MODERNIZATION	COST
List any other elements to be taken into consideration for repairs, upgrades and modernizations.	

OLD REPUBLIC INSURANCE COMPANY

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY DECLARATIONS

POLICY NUMBER

MWZY 3119113

RENEWAL OF NUMBER

POLICY HOLDER SERVICE OFFICE

Old Republic Risk Management, Inc.
445 South Moorland Road, Suite 300
Brookfield, WI 53005
(877) 797-3400

PRODUCER #551

Aon Risk Services Central, Inc.
200 E. Randolph St.
Chicago, IL 60601

NAMED INSURED AND MAILING ADDRESS

SAMPLE OWNER

123 ANY STREET
ANY CITY, ST 11111

POLICY PERIOD: FROM 1/1/2018 **to** 12/31/2018 at 12:01 A.M. Standard Time at your mailing address shown above.

Location of Covered Operations: SAMPLE PROPERTY NAME
ANY STREET
ANY CITY, ST

Designated Contractor: KONE INC.

Mailing Address: ONE KONE COURT, MOLINE, IL 61265

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THE POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

Each Occurrence Limit	$1,000,000.00
Aggregate Limit	$1,000,000.00

DESCRIPTION OF BUSINESS

Form of Business:

Individual Joint Venture Partnership Limited Liability Company Corporation

■ Organization (Other than one indicated above)

Business Description: OWNER

CLASSIFICATION AND PREMIUM-SUBJECT TO AUDIT

Classification	Code No.	Premium Base	Rate Per 1000 of Cost	Advance Premium
		$1,000.00	$	Included

Audit Period (If applicable)

State Tax/Other (if applicable) $ _____

Total Advance Premium $ _____

Premium shown is payable $ _____ at inception

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this coverage part and made part of this policy at time of issue:
See Attached for List of Forms/Endorsements

Countersigned: 1/2/2018 (Da(Date)e)

By

Authorized Representative

OLD REPUBLIC INSURANCE COMPANY

Named Insured:	
SAMPLE OWNER	
Policy Number: MWZY 3119113	Policy Period: 1/1/2018 TO 12/31/2018

FORMS INDEX

FORMS MADE A PART OF THIS POLICY AT TIME OF ISSUANCE:

Form Number	Description
CG DEC GN 0001 0116	OWNERS AND CONTRACTORS PROTECTIVE LIABILITY DECLARATIONS
ORRM 2008	Forms Index
GL 551 030 0118	LIMITATION OF COVERAGE TO SPECIFIED POLICY PERIOD
CG EN GN 0106 01 12	CHANGES - LIMIT(S) OF INSURANCE/LIABILITY AND SUPPLEMENTARY PAYMENTS/ALLOCATED LOSS ADJUSTMENT EXPENSES
IL 00 03 09 08	CALCULATION OF PREMIUM
CL 177 12 07	QUICK REFERENCE OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
CG 00 09 04 13	OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM -COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR
GL 551 010a 0109	ISSUANCE OF CERTIFICATES OF INSURANCE
GL 551 009 0109	Blanket Additional Insured
PIL 008 12 03	Economic and Trade Sanctions Condition
CG 28 04 10 93	Earlier Notice of Cancellation Provided By Us
CG 28 05 10 01	Personal Injury Liability
PGL 023 04 13	Lead Exclusion Endorsement
CG 33 70 03 05	Silica or Silica-Related Dust Exclusion
PGL 004 11 03	Asbestos Exclusion Endorsement
CG 29 51 12 07	Employment-Related Practices Exclusion
CG 33 53 05 14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG 31 31 12 04	Fungi Or Bacteria Exclusion
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement
CG 21 73 01 15	Exclusion of Certified Acts of Terrorism

POLICY NUMBER
MWZY 3119113

FORMS INDEX

FORMS MADE A PART OF THIS POLICY AT TIME OF ISSUANCE:

Form Number	Description
PGL 059 12 04	Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and a Hostile Fire Exception
CG 29 05 07 05	Illinois Changes - Cancellation And Nonrenewal
IL 01 47 09 11	Illinois Changes – Civil Union
IL 01 62 10 13	Illinois Changes - Defense Costs

OLD REPUBLIC INSURANCE COMPANY

Named Insured:		
SAMPLE OWNER		
Policy Number:	Policy Period:	
MWZY 3119113	1/1/2018	TO 12/31/2018

SCHEDULE OF NAMED INSUREDS

SAMPLE ARCHITECT
SAMPLE GENERAL CONTRACTOR

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO SPECIFIED POLICY PERIOD

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

This master policy covers certificates issued for contracts requiring an Owners and Contractors Protection Liability policy with an effective date of January 1, 2018, or after.

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OLD REPUBLIC INSURANCE COMPANY

CHANGES - LIMIT(S) OF INSURANCE/LIABILITY AND SUPPLEMENTARY PAYMENTS/ALLOCATED LOSS ADJUSTMENT EXPENSES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

This endorsement modifies all insurance provided under the policy.

In consideration of the premium charged, the following provisions apply to the insurance provided by this policy and supercede any provision(s) to the contrary.

A. Amounts payable under Supplementary Payments, which include but are not limited to allocated loss adjustment expenses will reduce the applicable Coverage(s) Limits of Insurance/Limits of Liability.

B. The Limits of Insurance/Limits of Liability are changed as follows:

Supplementary Payments and/or allocated loss adjustment expenses reduce the applicable Coverage(s) Limits of Insurance/Limits of Liability.

C. If Supplementary Payments and/or allocated loss adjustment expenses are not described in the policy, Supplementary Payments and/or allocated loss adjustment expenses are costs associated with the investigation or settlement of any claim or "suit" against an insured and include but are not limited to defense costs, attorneys' fees, premiums for appeal and bail bonds, prejudgment and post judgment interest, expenses incurred by the insurer, first aid expenses, and/or reasonable travel expenses incurred by the insured at our request when assisting in the investigation or settlement of any claim or "suit".

D. Our right and duty to defend end with the exhaustion of the Limits of Insurance/Limits of Liability whether through payment of Supplementary Payments and/or allocated loss adjustment expenses and/or damages and/or medical expenses.

QUICK REFERENCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

READ YOUR POLICY CAREFULLY

The Owners and Contractors Protective Liability Coverage Part in your policy consists of Declarations, a Coverage Form (CG 00 09) and Endorsements, if applicable. Following is a Quick Reference indexing of the principal provisions contained in each of the components making up the Coverage Part, listed in sequential order, except for the provisions in the Declarations which may not be in the sequence shown.

DECLARATIONS

- Named Insured and Mailing Address
- Policy Period
- Designation of Contractor
- Location of Covered Operations
- Limits of Insurance
- Description of Business
- Forms and Endorsements applying to the Coverage Part at time of issue

COVERAGE FORM

- SECTION I—COVERAGES—BODILY INJURY AND PROPERTY DAMAGE LIABILITY
  - Insuring Agreement
  - Exclusions
  - Supplementary Payments
- SECTION II—WHO IS AN INSURED
- SECTION III—LIMITS OF INSURANCE
- SECTION IV—CONDITIONS
  - Bankruptcy
  - Cancellation
  - Changes
  - Duties In The Event Of Occurrence, Claim Or Loss
  - Examination Of Your Books And Records
  - Inspections And Surveys
  - Legal Action Against Us
  - Other Insurance
  - Premiums
  - Premium Audit
  - Separation Of Insureds
  - Transfer Of Rights Of Recovery Against Others To Us
  - When We Do Not Renew
- SECTION V—DEFINITIONS

ENDORSEMENTS (If Any)

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OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM – COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" and arises out of:

(a) Operations performed for you by the "contractor" at the location specified in the Declarations; or

(b) Your acts or omissions in connection with the general supervision of such operations;

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. **Exclusions**

This insurance does not apply to:

a. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. **Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. **Work Completed Or Put To Intended Use**

"Bodily injury" or "property damage" which occurs after the earlier of the following times:

(1) When all "work" on the project (other than service, maintenance or repairs) to be performed for you by the "contractor" at the site of the covered operations has been completed; or

(2) When that portion of the "contractor's" "work", out of which the injury or damage arises, has been put to its intended use by any person or organization, other than another contractor or subcontractor working directly or indirectly for the "contractor" or as part of the same project.

d. **Acts Or Omissions By You And Your Employees**

"Bodily injury" or "property damage" arising out of your, or your "employees", acts or omissions other than general supervision of "work" performed for you by the "contractor".

e. **Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. **Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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g. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Property loaned to you;

(3) Personal property in the care, custody or control of the insured; or

(4) "Work" performed for you by the "contractor".

h. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

i. Mobile Equipment

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by or on behalf of any insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

k. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "work" performed for you by the "contractor"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "work" performed for you by the "contractor".

l. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

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h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

   b. This insurance applies to such liability assumed by the insured;

   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

   d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

   f. The indemnitee:

      (1) Agrees in writing to:

         (a) Cooperate with us in the investigation, settlement or defense of the "suit";

         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

         (c) Notify any other insurer whose coverage is available to the indemnitee; and

         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

      (2) Provides us with written authorization to:

         (a) Obtain records and other information related to the "suit"; and

         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverages – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

   a. An individual, you and your spouse are insureds.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to their duties as partners or members of a joint venture.

   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to their duties as members of a limited liability company. Your managers are insureds, but only with respect to their duties as your managers.

   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

   a. Any person (other than your "employee") or any organization while acting as your real estate manager.

b. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage".

3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

If you designate more than one project in the Declarations, the Aggregate Limit shall apply separately to each project.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Cancellation**

   a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

   b. We may cancel this policy by mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation at least:

   (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

   (2) 30 days before the effective date of cancellation if we cancel for any other reason.

   c. We will mail or deliver our notices to the first Named Insured's and the "contractor's" last mailing address known to us.

   d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

   e. If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

   f. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. **Changes**

   This policy contains all the agreements between you, the "contractor" and us concerning the insurance afforded. The first Named Insured shown in the Declarations and the "contractor" are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

4. **Duties In The Event Of Occurrence, Claim Or Suit**

   a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:

   (1) How, when and where the "occurrence" took place;

   (2) The names and addresses of any injured persons and witnesses; and

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(3) The nature and location of any injury or damage arising out of the "occurrence".

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. **Examination Of Your Books And Records**

We may examine and audit your books and records as well as the "contractor's" books and records as they relate to this policy at any time during the policy period and up to three years afterward.

6. **Inspections And Surveys**

a. We have the right to:

(1) Make inspections and surveys at any time;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

c. Paragraphs **a.** and **b.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

d. Paragraph **b.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

7. **Legal Action Against Us**

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

8. **Other Insurance**

The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any other insurance available to you unless the other insurance is provided by a contractor other than the designated "contractor" for the same operation and job location designated in the Declarations. Then we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

9. **Premiums**

The "contractor":

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

10. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor". The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the "contractor".

c. The "contractor" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

11. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

12. **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

13. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

3. "Contractor" means the contractor designated in the Declarations.

4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

6. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

7. "Impaired property" means tangible property, other than work performed for you, that cannot be used or is less useful because:

a. It incorporates work performed for you that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of the work performed for you or your fulfilling the terms of the contract or agreement.

8. "Insured contract" means:

a. A lease of premises;

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or

e. An elevator maintenance agreement.

9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

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10. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

11. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

12. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

13. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

14. "Suit" means a civil proceeding, brought in the United States of America (including its territories and possessions), Puerto Rico or Canada, in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

15. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

16. "Work" includes materials, parts or equipment furnished in connection with the operations.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CONDITION

The following condition is added:

Economic And Trade Sanctions Condition

In accordance with the laws and regulations of the United States concerning economic and trade embargoes, this Indemnity, Insurance, Coverage, Coverage Part or Policy is void *ab initio* (void from its inception) with respect to any term or condition of this Indemnity, Insurance, Coverage, Coverage Part or Policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any Insured (Assured), or any person or entity claiming the benefits of an Insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to United States economic or trade sanctions;

2. Any loss, claim or "suit" that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or "suit" is prohibited by United States economic or trade sanctions;

3. Any loss, claim or "suit" that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to United States economic or trade sanctions;

4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by United States economic or trade sanctions; or

5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to United States economic or trade sanctions.

As used in this Endorsement, a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the United States Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this Endorsement, a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

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EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2., Exclusions** of **Coverages – Bodily Injury And Property Damage Liability (Section I – Coverages):**

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a)**, **(b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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ASBESTOS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

The following Asbestos Exclusion is added under paragraph 2. Exclusions of SECTION I - COVERAGES, BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

1. Asbestos

   a. This insurance does not apply to "bodily injury" or "property damage" arising out of:

      (1) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;

      (2) The use of asbestos in constructing or manufacturing any goods, products or structures;

      (3) The removal of asbestos from any goods, products or structures; or

      (4) The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos.

   b. This insurance does not apply to any:

      (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, remediate, neutralize, or in any way respond to or assess the extent or the effects of asbestos; or

      (2) Payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense, claim or suit related to any of the above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

LEAD EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

The following Exclusion is added to SECTION I - COVERAGES, BODILY INJURY AND PROPERTY DAMAGE LIABILITY, paragraph 2. Exclusions:

Lead

(1) This insurance does not apply to "bodily injury" or "property damage" arising out of:

(a) Inhaling, ingesting or prolonged physical exposure to lead in all forms, including but not limited to solid, liquid vapor or fumes or goods or products containing lead;

(b) The use of lead in the manufacturing any goods or products;

(c) The removal of lead from any goods or products;

(d) The manufacture. transportation, storage or disposal of lead or goods or products containing lead.

This insurance does not apply to any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, remediate, or in any way respond to, or assess the extent or the effects of lead; or

(2) Payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense, claim or suit related to any of the above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverages Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".

b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following definitions are added to the **Definitions** Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverages – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
   A. Under any Liability Coverage, to "bodily injury" or "property damage":
      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
      (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
      (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
      (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
      (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties.

   "Nuclear material" means "source material", "special nuclear material" or "by-product material"

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"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
   a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
   b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE COVERAGE PART

A. **Cancellation** (Section IV 2.) is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
2. We may cancel this policy by mailing you and the "contractor" written notice stating the reason for cancellation. If we cancel:
   a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
   b. For a reason other than nonpayment of premium, we will mail the notice at least:
      (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.
      (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
   a. Nonpayment of premium;
   b. The policy was obtained through a material misrepresentation;
   c. Any insured has violated any of the terms and conditions of the policy;
   d. The risk originally accepted has measurably increased;
   e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
   f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.
4. We will mail our notices to you, the "contractor" and the agent or broker, at the respective addresses last known to us.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured or the "contractor" cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

If we decide not to renew or continue this policy, we will mail you and your agent or broker , and the "contractor", written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. **Mailing Of Notices**

We will mail cancellation and nonrenewal notices to the last addresses known to us. Proof of mailing will be sufficient proof of notice.

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ILLINOIS CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The term "spouse" is replaced by the following:

   Spouse or party to a civil union recognized under Illinois law.

B. Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:

   "Family member" means a person related to the:

   1. Individual Named Insured by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of such Named Insured's household, including a ward or foster child; or
   2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.

C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:

   "Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of your household, including a ward or foster child.

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ILLINOIS CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Employment-related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability, Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
4. Section **A.** Coverage under the Legal Liability Coverage Form; and
5. Coverage **C** – Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form.

Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.

B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SECTION I – COVERAGES

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions – Exclusion j. is replaced by the following:

This insurance does not apply to:

j. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

(a) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

(i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

(ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Exclusion **2.l.** of **Section I – Coverages – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

l. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury"

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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ISSUANCE OF CERTIFICATES OF INSURANCE

It is hereby agreed and understood that

> "The issuance of a certificate under this policy must be completed as soon as practicable and appropriate premium charged upon KONE's knowledge of any contract. Coverage is afforded by this policy for those entities for which KONE contractually agreed to provide an OCPL and have unintentionally failed to disclose the existence of such contract."

BLANKET ADDITIONAL INSURED

It is agreed that the persons insured provisions of the various parts are extended to include any person, organization, entity, trustee, estate or governmental body that is not a vendor, as their interests may appear, to whom or to which the Named Insured has agreed or is obligated by virtue of a contract or by issuance or existence of a permit, to provide insurance such as is afforded by this Policy, but only for the limits of liability and scope of coverage specified in such contract, and then not to exceed the limits of liability of the applicable limits of liability or the scope of coverage of this Policy.

THIS FORM IS NOT APPLICABLE IN: LA, ME, MI

COMMERCIAL GENERAL LIABILITY
CG 28 05 10 01

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PERSONAL INJURY LIABILITY

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. The heading for **Section I – Coverages – Bodily Injury And Property Damage Liability** is revised as follows:

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

B. The following exclusion is added to Paragraph **2.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

PERSONAL INJURY

"Bodily injury" arising out of "personal injury".

C. The following is added to **Section I – Coverages:**

COVERAGE B – PERSONAL INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance;** and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal injury" caused by an offense arising out of operations performed for you by the "contractor" at the location specified in the Declarations, but only if the offense was committed during the policy period.

2. Exclusions

This insurance does not apply to:

a. "Personal injury":

(1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury";

(2) Arising out of a criminal act committed by or at the direction of the insured;

(3) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement; or

(4) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

b. Any loss, cost or expense arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants"

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D. Paragraphs **2.** and **3.** of **Section III – Limits Of Insurance** are replaced by the following:

2. The Aggregate Limit is the most we will pay for the sum of damages because of all "bodily injury", "property damage" and "personal injury".

3. Subject to **2.** above, the Each Occurrence Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage" arising out of any one "occurrence" and all "personal injury" sustained by any one person or organization.

E. Paragraph **4.**, of the **Duties In The Event Of Occurrence, Claim Or Suit** under **Section IV – Conditions** is replaced by the following:

4. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit".

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which the insurance may also apply.

d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

F. The definition of "suit" in **Section V – Definitions** is replaced by the following:

14. "Suit" means a civil proceeding, brought in the United States of America (including its territories and possessions), Puerto Rico or Canada, in which damages because of "bodily injury", "property damage" or "personal injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

G. The following is added to **Section V – Definitions:**

"Personal injury" means injury, including consequential "bodily injury", arising out of the offenses of false arrest, detention or imprisonment.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **b.** of either the CANCELLATION Condition (Section **IV** – Conditions) or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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