



AGENDA REPORT
May 21, 2019

**Elevator Maintenance & Repair Contract - Permission to Piggyback
Contract with City of Kansas City**

SUBJECT:

Elevator Maintenance and Repairs Contract-Permission to Piggyback City of Kansas City Contract GENRL-EV2516.

FISCAL IMPACT:

The annual base contract amount is \$32,400. The term of this contract shall be for five (5) years with an estimated cost of \$162,000.

DEPT/OFFICE:

Public Works

REQUESTED ACTION:

It is requested that the Board of County Commissioners authorize staff to piggyback City of Kansas City contract GENRL-EV2516 for elevator maintenance and repairs; and authorize the Chairman to sign associated contract.

SUMMARY EXPLANATION and BACKGROUND:

Facilities is requesting permission to piggyback the City of Kansas City contract for elevator maintenance and repairs with KONE, Inc. This contract is a competitively negotiated contract and will replace the US Communities contract with KONE, Inc. included in Purchasing's "Vendor of Record".

In 2009 the Elevator Maintenance and Repair contract was competitively bid through Purchasing Services. KONE, Inc., was low bidder in the amount of \$30,852.00. This contract expired in 2014.

In 2014-2019 the US Communities Contract with City of Denver/KONE, Inc. was utilized under Purchasing's Vendor of Record. Cost was \$31,175.52.

The new contract with City of Kansas City is \$32,400 annually.

CLERK TO THE BOARD INSTRUCTIONS:

Return two fully executed contracts to Facilities.

ATTACHMENTS:

Description

- ▢ **KONE Contract**
- ▢ **Co Attorney approval**
- ▢ **Risk Mngmt approval**



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

May 22, 2019

MEMORANDUM

TO: Corrina Gumm, Interim Public Works Director

RE: Item F.12., Elevator Maintenance & Repair Contract – Permission to Piggyback Contract with City of Kansas City

The Board of Commissioners, in regular session on May 21, 2019, authorized staff to piggyback City of Kansas City contract GENRL-EV 2516 for elevator maintenance and repairs; and authorized the Chairman to sign associated Contract. Enclosed are two fully-executed Contracts.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Encls. (2)

cc: Finance
Budget

CONTRACT

THIS CONTRACT is made between the **BOARD OF COUNTY COMMISSIONERS** of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County") and **KONE Inc.**, a corporation having its primary business location at One KONE Court, PO Box 429, Moline, IL 61265 (hereinafter the "Contractor").

WHEREAS, the County is desirous of obtaining a Contractor to provide elevator maintenance and repair services and related solutions;

WHEREAS, the City of Kansas City has previously contracted with KONE, Inc. for such services pursuant to a competitive process;

WHEREAS, pursuant to the Board's approval on May 21, 2019;

WHEREAS, the County wishes to adopt the City of Kansas City contract, given the annual value (compensation) to the Contractor is over \$100,000, deleting or amending certain clauses to reflect the needs of the County.

WHEREAS, the provisions of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida;

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF WORK:** The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus and transportation to perform all work specified in the *U.S. Communities Program utilizing the Terms and Conditions of the City of Kansas City Master Contract (GENRL-EV2516 dated December 01, 2018)* and made part of this Agreement (**Attachment "A"**) and as modified herein (**Attachment "A"-Rider**).
2. In addition to such changes to Attachment "A" as otherwise provided for herein to amend/modify this Contract to make it appropriate for use for Brevard County, the parties acknowledge that the reference to "City" throughout Attachment "A" shall be changed to "County" for the purposes of this Contract.

Contractor will not be required to proceed during a controversy if there is a reasonable safety concern, a product limitation, or it is unreasonable to proceed.

3. **COUNTY REPRESENTATIVE:** The Building and Operations Manager of Brevard County Facilities (hereinafter the "Manager") is the official County representative and directs all services performed under this Contract. Communication between the Manager and the Contractor shall be directed through the Manager or such other representative as the Manager may designate. The Contractor agrees that during the term of this Contract it shall fully coordinate all services with the County.
4. **TERM:** The term of the Contract shall be **five (5) years**, beginning May 21, 2019 and continue through May 20, 2024. Contract may be renewed for an additional six (6) one-year increments at the County's option, based upon satisfactory performance of the Contractor, as long as the Kansas City contract with the Contractor is in effect.
5. **PAYMENTS:** Contractor shall provide the County with monthly invoices for services rendered. The County shall remit payment in accordance with the Florida Prompt Payment Act. Payment shall be made in accordance with the proposed units and pricing schedule attached as **Attachment "B" – Pricing**.
6. **INDEPENDENT CONTRACTOR:** Contractor shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.
7. **NO COPYRIGHT:** No reports, data, programs, or other materials produced, in whole or in part for the benefit and use of the County under this Contract, shall be subject to copyright by Contractor in the United States or any other country.
8. **PUBLIC ENTITY CRIMES:** The Contractor must provide a fully executed Public Entity Crimes Affidavit in accordance with F.S. 287.133(3)(a) within ten (10) days of the date of this Contract and prior to commencing any work under this Contract.
9. **FEDERAL TAX ID NUMBER:** The Contractor shall provide the County with their Federal Tax I.D. Number, or if the Contractor is a sole proprietor a Social Security Number.

10. **EMPLOYMENT:** The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Contract without written consent from the County.
11. **VENUE/GOVERNING LAW:** This Contract shall be governed, interpreted and construed according to the ordinances of Brevard County and the State of Florida. Any action brought to enforce the terms or litigate the terms of this Contract shall be brought in the venue of Brevard County, Florida. Any Federal action may only be initiated in the Middle District Court, Orlando Division.
12. **ATTORNEY'S FEES/NON-JURY TRIAL:** In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs. Any trial to enforce or interpret the terms of this Contract shall be non-jury.
13. **INSURANCE:** The County's standard insurance indemnification form (**Attachment "C"**) and its recommended minimum limits outlines are to be prevailing document in regards to terms and conditions of the Contractor. The Contractor's insurer(s) shall name the County, its elected and appointed officials, employees and volunteers as named insureds on an Owners and Contractors Protective Liability ("OCPL") policy in accordance with the U.S. Communities Master Contract.
14. **FLORIDA SOVEREIGN IMMUNITY:** The parties hereto understand and agree that the County asserts and has not waived its sovereign immunity as provided through Florida Statute 768.28, et. seq. or its other protections, including limitations on monetary judgements.
15. **PAYMENT OF PREVAILING WAGES:** Wages will be paid in compliance with the Fair Labor Standards Act and Florida Law.
16. **CONSTRUCTION OF CONTRACT:** The parties hereto acknowledge that they have fully reviewed this Contract, its attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.
17. **NOTICE:** Notice under this Contract shall be given in writing as follows:

Brevard County: Brevard County Facilities
Attn: Scott Barrett, Building & Operations Manager
2725 Judge Fran Jamieson Way, Building A-207
Viera, Florida 32940
(321) 633-2050

KONE, Inc: Mr. Brian Foth
10003 Satellite Boulevard, Suite 203
Orlando, Florida 32837
(407) 813-8033

18. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):

The Contractor:

(a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and

(b) shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and

(c) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program.

Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.

A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the contractor hires or employs a person who is not eligible for employment.

Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

19. SCRUTINIZED COMPANIES:

(a) Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the County may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

(b) If this Contract is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the County may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Contract.

(c) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

(d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by its duly authorized representatives as of the date below on which the last of the parties hereto executes this Contract.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Kristine Isnardi, Chair Date

As approved by the Board on: 05/21/2019



4-24-2019

KONE Inc.

Date

ATTEST:

Dicki Lafayette

By: Jay Dietz, Senior Vice President

Printed Name/Title KONE Oppy #5344156

**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/lis/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/lis/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.

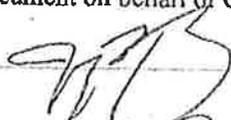
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR 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

Date: Nov 19, 2018

CONTRACTOR

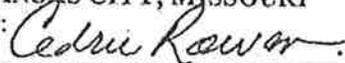
I hereby certify that I have authority to execute this document on behalf of Contractor

By: 

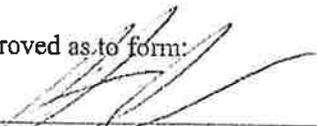
Title: Senior Vice President

Date: 12/4/2018

KANSAS CITY, MISSOURI

By: 

Title: Manager of Procurement Services

Approved as to form: 
Assistant City Attorney

SCOPE

PERFORMANCE

KONE will systematically examine, maintain, adjust and lubricate the equipment described above. In addition, unless specifically excluded elsewhere, KONE will repair or replace the following if the repair or replacement is, in KONE's judgment, necessitated by normal wear and tear:

HYDRAULIC ELEVATORS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM

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

POWER UNIT

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

HYDRAULIC SYSTEM ACCESSORIES

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

CAR EQUIPMENT

All elevator control system components on the car.

WIRING

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

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment and buffers.

RAILS AND GUIDES

Guide rails, guide shoe gibs, and rollers.

DOOR EQUIPMENT

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

MANUAL FREIGHT DOOR EQUIPMENT

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

POWER FREIGHT DOOR EQUIPMENT

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

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.

TRACTION ELEVATORS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM

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

GEARED/GEARLESS MACHINES

All geared and gearless machine components.

WIRING

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

CAR EQUIPMENT

All elevator control system components on the car.

HOISTWAY AND PIT EQUIPMENT

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

RAILS AND GUIDES

Guide rails, guide shoe gibs and rollers.

HOIST ROPES

Hoist ropes will be properly lubricated and adjusted for equalized tension.

DOOR EQUIPMENT

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

MANUAL FREIGHT DOOR EQUIPMENT

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

POWER FREIGHT DOOR EQUIPMENT

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

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.

ESCALATORS

ESCALATOR SYSTEM COMPONENTS

CONTROL SYSTEM

All control system components.

DRIVE MACHINERY AND MOTOR EQUIPMENT

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

WIRING

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

HANDRAIL DRIVE SYSTEM

All handrail drive components.

SAFETY SWITCH SYSTEM

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

GUIDANCE AND ALIGNMENT SYSTEMS

All steps, guidance and alignment components and demarcation lights. Balustrades and decks will be examined, adjusted, aligned, and properly fastened.

POWER WALKS

POWER WALK SYSTEM COMPONENTS

CONTROL SYSTEM

All control system components and wiring.

DRIVE MACHINERY AND MOTOR EQUIPMENT

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

WIRING

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

HANDRAIL DRIVE SYSTEM

Handrail and all handrail drive components.

SAFETY SWITCH SYSTEM

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

GUIDANCE AND ALIGNMENT SYSTEMS

All pallets, guidance and alignment components, and demarcation lights. Balustrades, decks and skirt panels will be examined regularly, adjusted, properly fastened, and aligned as applicable.

HOURS OF SERVICE

All work covered under this Agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

SERVICE REQUESTS (CALLBACKS)

In addition to preventive maintenance, this Agreement covers minor adjustment service requests during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein. Service requests are defined as minor adjustments, corrections or entrapments that require immediate attention and are not caused by reasons beyond KONE's control. Service requests that require more than one technician or more than two hours to complete will be scheduled as a repair during the regular hours of service.

If Purchaser should require, at any time, service requests (unless included above) to be made on overtime, Purchaser will be charged per the US Communities Billing Rates per the Master Agreement.

TESTS

KONE will perform the following tests on the equipment:

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test.

KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from this test(s).

TRACTION ELEVATOR

An annual no load test.

A five (5) year full load test.

KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from this test.

ESCALATOR

An annual Escalator Step/Skirt Performance Index Test.

POWER WALK

EXCLUSIONS

KONE assumes no responsibility for the following items or services, which are excluded from the Agreement:

GENERAL

KONE shall not be obligated to: perform safety tests other than those specified herein; install new attachments or make equipment changes or adjustments required by new or retroactive code changes; perform tests or correct outstanding violations or deficiencies prior to the effective date of this agreement; make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room or environmental conditions (including temperature variations below 50 degrees and above 90 degrees Fahrenheit), excessive humidity (greater than 95% non-condensing humidity), water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts, or tampering with the equipment by unauthorized personnel; repair or replace parts damaged by negligence, misuse or any other cause beyond its control.

OBSOLESCENCE

Obsolete items (including, but not limited to, assemblies, parts, components or systems) are excluded from this agreement and are defined as an item for which the original design is no longer regularly manufactured by the OEM or the original design has been replaced with an item of a different design. No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price. Obsolete items and the labor to replace them will be at the owner's expense. Any modifications to existing equipment necessary to accommodate replacement components will also be at the owner's expense. KONE will not be required to furnish reconditioned or used parts. Once upgraded by KONE, obsolete items will be covered under this Agreement.

ELEVATOR

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

ESCALATOR AND POWERWALK

Refinishing, repairing, replacing or cleaning of balustrades, pits, pans, sideplate devices, decks, skirt panels, anti-slide devices, brushes, guards and damage or deterioration to skirt deflector brushes. KONE shall not be obligated to make equipment adjustments to achieve Code required Escalator Step/Skirt Performance Index or loaded gap values. Purchaser agrees that escalators are for the sole purpose of transporting passengers.

REMOTE MONITORING

If your unit is equipped with remote monitoring capabilities, KONE reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of your equipment.

PURCHASER ASSURANCES

Purchaser agrees to: be solely liable for the proper use of this equipment; furnish KONE with a list of authorized personnel responsible for building operations; provide KONE with a complete set of as-built wiring diagrams; shut down the equipment and notify KONE if the equipment is not functioning properly; notify KONE of any injury or accident in or about the equipment (verbal notification immediately and written notification within three days); perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein. Purchaser shall not permit anyone other than KONE to perform work covered under this Agreement.

NON-KONE EQUIPMENT

The Purchaser agrees to procure replacement parts or proprietary diagnostic devices from the original equipment manufacturer when requested by KONE. KONE agrees to reimburse owner for the cost of all parts acquired at KONE's request. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

This Agreement in brief includes the following:

- All State Required Testing
 - Annual Hydro Test
 - Annual No-Load Traction Test (if applicable)
 - Five Year Full Load Traction Test (if applicable)
- Pricing Schedule:
 - Years 1-3 – Pricing is fixed per submitted price proposal
 - Year 4 – Pricing adjusted 3.25%
 - Year 5 – No Price Adjustment
 - Renewal Option Years 6-7 – Pricing adjusted 3.25% Year 6, and Held for Year 7
 - Renewal Option Years 8-9 – Pricing adjusted 3.25% Year 8, and Held for Year 9
 - Renewal Option Years 10-11 – No Price Adjustment
- Option to add 24/7 Connected Services using IBM Watson and Wireless Phone Monitoring
- Cancellation – This agreement will remain in effect for the term of the agreement. Notwithstanding any provisions to the contrary, if Owner provides KONE with written notice of any reasonable dissatisfaction related to the services being provided, and said dissatisfactions are not remedied to Owner's reasonable satisfaction within thirty (30) days, then, without prejudice to any other right or remedy that Owner may have, Owner may terminate this agreement effective immediately by providing written notice thereof to Consultant. Issues beyond KONE's control are not cause for cancellation.
- Contract to be paid monthly in advance
- Additional Non-Contract Value Added Benefits
 - Asset Management Planning for all Elevators (Long-term Consulting Plan)
 - KONE Online - Automatic Email Notification

ACCEPTED BY:

KONE Inc.

Ron McCoy
Branch Manager

Date: _____

ACCEPTED BY:

Brevard County Government

Signature

Name (printed)

Title

Date: _____

ATTACHMENT "B" - PRICING

BUILDING	UNIT NAME	EQUIPMENT #	TYPE	PRICE
BREVARD COUNTY GOVT TITUSVILLE	PASSENGER ELEVATOR	20299683	HP	\$80
BREVARD COUNTY GOVT TITUSVILLE N	#1 PASSENGER ELEVATOR	20299684	Geared TP	\$185
BREVARD COUNTY GOVT TITUSVILLE N	#2 PASSENGER ELEVATOR	20299687	Geared TP	\$185
BREVARD COUNTY GOVT TITUSVILLE N	#3 PASSENGER ELEVATOR	20299688	Geared TP	\$185
BREVARD COUNTY GOVT TITUSVILLE	PASSENGER ELEVATOR	20299689	HP	\$80
BREVARD COUNTY GOVT DETENTION	PASSENGER ELEVATOR	20299690	HP	\$80
BREVARD COUNTY GOVT MERRITT	PASSENGER ELEVATOR	20299691	HP	\$80
BREVARD COUNTY GOVT MOORE	#1 PASSENGER ELEVATOR	20299708	HP	\$80
BREVARD COUNTY GOVT MOORE	#2 PASSENGER ELEVATOR	20299709	HP	\$80
BREVARD COUNTY GOVT MOORE	#3 PASSENGER ELEVATOR	20299711	HP	\$80
BREVARD COUNTY GOVT MOORE	#4 PASSENGER ELEVATOR	20299712	HP	\$80
BREVARD COUNTY GOVT MOORE	#5 PASSENGER ELEVATOR	20299713	HP	\$80
BREVARD COUNTY GOVT MOORE	#6 PASSENGER ELEVATOR	20299714	HP	\$80
BREVARD COUNTY GOVT MOORE	#8 PASSENGER ELEVATOR	20299716	HP	\$80
BREVARD COUNTY GOVT MOORE	#9 PASSENGER ELEVATOR	20299717	HP	\$80
BREVARD COUNTY GOVT MELBOURNE	PASSENGER ELEVATOR	20299718	HP	\$80
BREVARD COUNTY GOVT MELBOURNE B	PASSENGER ELEVATOR	20299719	HP	\$80
BREVARD COUNTY GOVT CTR VIERA A	A1 PASS ELEV	20299695	HP	\$80
BREVARD COUNTY GOVT CTR VIERA A	A2 PASS ELEV	20299696	HP	\$80
BREVARD COUNTY GOVT CTR VIERA B	B1 PASS ELEV	20299702	HP	\$80
BREVARD COUNTY GOVT CTR VIERA B	B2 PASS ELEV	20299703	HP	\$80
BREVARD COUNTY GOVT CTR VIERA C	#1 PASSENGER ELEVATOR	20299699	HP	\$80
BREVARD COUNTY GOVT CTR VIERA C	#2 PASSENGER ELEVATOR	20299704	HP	\$80
BREVARD COUNTY GOVT CTR VIERA C	#3 PASSENGER ELEVATOR	20299705	HP	\$80
BREVARD COUNTY GOVT CTR VIERA D	PASSENGER ELEVATOR	20299700	HP	\$80
BREVARD COUNTY GOVT CTR VIERA E	#1 PASSENGER ELEVATOR	20299701	HP	\$80
BREVARD COUNTY GOVT CTR VIERA E	#2 PASSENGER ELEVATOR	20299706	HP	\$80
BREVARD COUNTY GOVT CTR VIERA E	#3 PASSENGER ELEVATOR	20299707	HP	\$80
BREVARD COUNTY FACILITIES MGMT	WHEELCHAIR LIFT	20370727	WCL	\$65

Total Monthly Billing Amount Through September 30th, 2019: \$2,571.00

Total Monthly Billing Amount Beginning October 1st, 2019: \$2,700.00

Standard Billing Rates for this contract will be based upon the stated rates in The U.S. Communities Master Agreement.

Monthly Cost to Provide Emergency Phone Monitoring and Wireless Phone Service: \$1,450.00

- This eliminates the need for the monthly cost of the elevator phone landlines

ATTACHMENT "C"
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is to the extent caused by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury that is caused by Vendor's negligence.

The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned, and rented vehicles with a \$1,000,000, combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

Owners and Contractors Protective Liability ("OCPL") policy naming the County as the Named Insured. Limits to be \$1,000,000.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The awarded vendor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the vendor.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: KONE, Inc.	
2. Fund/Account #:	3. Department Name: Public Works/Facilities
4. Contract Description: Elevator Maintenance & Repair Contract	
5. Contract Monitor: Mary Bowers	7. Contract Type:
6. Dept/Office Director: Corrina Gumm	SERVICES

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Valliere, Christine <small>Digitally signed by Valliere, Christine Date: 2019.03.25 10:52:26 -04'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: KONE	
2. Fund/Account #:	3. Department Name: Public Works/Facilities
4. Contract Description: elevator maintenance and repair - ADDENDUM	
5. Contract Monitor: Mary Bowers	7. Contract Type:
6. Dept/Office Director: Corrina Gumm	SERVICES

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Matt Lairsey</u>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>