

KONE – SERVICE & REPAIR ORDER

March 15, 2014
Proposal #: 007581jd

Dedicated to People Flow



TO:

Mr. Don Fraser
Human Service Agency
170 Otis Street, 5th Floor
San Francisco, CA 94120

FROM:

San Francisco Office
567 7th Street
San Francisco, CA 94103
T : (415) 554-0580
F: (415) 553-8526
24/7 Hotline: (877) 276-8691

PROJECT LOCATION:

170 Otis Street
San Francisco, CA
Passenger Elevators 1 - 3

ACCOUNT MANAGER:

San Francisco Office
Mr. John Dever
C: (707) 975-0314
E : john.dever@kone.com

I. SCOPE OF WORK

Furnish the labor and materials to perform the work described below on three (3) traction passenger elevators serving nine landings in line. In all cases where a device is herein referred to in the singular number, it is intended that such reference shall apply to as many such devices as are required to complete the installation.

1. DOOR OPERATING EQUIPMENT:

- a) Provide new GAL model MOVFR solid-state door operator complete with header, track, hanger rollers, clutch, door restrictor, gate switch, and programming tool.
- b) Provide new hoistway door operating equipment complete with headers, tracks, interlocks, releases, hanger rollers, closers and gibs.

2. ELEVATOR LOBBIES:

- a) Provide new fire-rated hoistway doors at all openings, satin stainless steel finish.
- b) Clad hoistway entrance jambs and transoms at main lobby with satin finished stainless steel, 18 Ga.
- c) Clad hoistway entrance frames at floors B, 2-8 with satin finished stainless steel, 18 Ga.
- d) Provide fill pieces at main lobby entrance to compensate for non-standard door construction and thickness, satin stainless steel finish.
- e) Provide new cover plate for emergency power panel with satin stainless steel finish.
- f) Provide new surface mount type hall lanterns with digital position indicators at main landing, satin stainless steel finish. Digital position indicators use a segmented display with a 2-inch character height.
- g) Provide new surface mount type hall lanterns at floors B, 2-8, satin stainless steel finish.
- h) Provide new extruded aluminum sill.
- i) Provide new extruded aluminum type threshold.

3. CAB INTERIOR:

- a) Design: Provide twelve (12) panel interior design complete with handrail backer, ceiling, base, reveals, car doors, cladding, car operating station, sill, flooring, hardware, and CAD drawings. (See drawing for design representation and preliminary laminate selections)
- b) Wall Panels: Provide ½" fire-rated substrate faced and edged with purchaser selected plastic laminate. Panels shall be horizontally oriented, four (4) per wall. Heavy duty clips will be used for hanging.

March 15, 2014

Page 2 of 4

KONE Proposal# 007581jd

- c) Handrail Backer: Provide 6" high on side and rear walls, brushed stainless steel finish. Backer will be flush with the raised wall panel system.
 - d) Reveals: Provide flat reveals for corners and between all panels, brushed stainless steel finish.
 - e) Base: Provide 5" high at side and rear walls, satin stainless steel finish. Base will be flush with raised wall panel system.
 - f) Handrails: Provide flat bar type handrails on the rear and side walls, one (1) per wall. Material shall be satin finished stainless steel. The handrail brackets shall support a minimum 250 pound load.
 - g) Ceiling/Lighting: Provide suspended ceiling with satin stainless steel finish and six (6) LED down lights, inconspicuous emergency exit access, and dimmer control. Ceiling will be mounted as high as possible to maximize floor to ceiling height.
 - h) Front Return/Transom: Clad with satin finished stainless steel, 18 Ga.
 - i) Car Doors: Provide new reinforced hollow metal car doors, single speed type, with viewable area clad with satin finished stainless steel.
 - j) Car Station: Provide new applied type operating panel with the devices required for the operation, including call buttons, door open and door close buttons, service cabinet, light and fan switches, braille, integral hands-free emergency phone, digital position indicator, emergency components and signage as required by code. Lamps shall be the long lasting LED type.
 - k) Sill: Provide new extruded aluminum type.
 - l) Flooring: Provide new vinyl sheet flooring. Price based on manufacturer's standard finishes. Purchaser to selector color.
4. INSPECTION/TESTING:
- a) Upon completion, conduct required inspection with Elevator Ride and Tramway Unit.
5. WORK BY OTHERS:
- a) Work needed to expose entrance jamb return as necessary to clad entrance jambs, and any patching and refinishing work that is required once cladding is installed.
 - b) Floor demo and repair/replace/refinish flooring once new entrance sills and thresholds are installed.

End Scope of Work

II. PRICE

\$415,099.00 (Four Hundred Fifteen Thousand, and Ninety Nine Dollars)

Our prices include applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from date of this proposal.

During the course of our work, should deficiencies, code violations, or other issues be discovered, we will promptly notify Purchaser and provide a separate quotation to correct these issues.

Down Payment

The above quoted price is based on a 50% Down Payment due before commencement of proposed labor and material. Work shall not commence until applicable Down Payment is received.

End Price

March 15, 2014

Page 3 of 4

KONE Proposal# 007581jd

Dedicated to People Flow



CUSTOMER – Approved By Authorized Representative

David M. Curto
(Signature)

DAVID M. CURTO
(Print Name)

DIRECTOR OF CONTRACTS & FACILITIES
(Print Title)

Date: 4/21/2014

DPSS 14000969

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1% % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

KONE shall not be liable for damage or delay caused directly or indirectly by accidents, embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Respectfully submitted by,
KONE Inc.

Mr. John Dever, Senior Sales Executive

(Approved By) Authorized Representative

Title

Date: ____ / ____ / ____

March 15, 2014

Page 4 of 4

KONE Proposal# 007581jd

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind; either expressed or implied, including without limitation the Implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

End Terms and Conditions