



NEW HAVEN PUBLIC SCHOOLS

## Operations Memorandum

**To:** New Haven Board of Education Finance and Operations Committee

**From:** Jamar Alleyne, Executive Director of Facilities Management

**Date:** July 10, 2023

**Re:** Purchase Order with Kone Inc. to provide On Call Elevator services.

**Answer all questions** and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

Company Information		
Vendor Name:	Kone Inc.	
Doing Business as: (DBA)		
Vendor Address:	One Kone Court Moline IL 61265	
Vendor Contact Name:	Paul Angelini	
Vendor Contact Email:	PAngelini@kone.com	
Is the contractor a minority or women owned small business?	No	
Agreement/Contract Information		
New or Renewal Agreement/Contract?	Purchase Order	
Effective Dates: (mm/dd/yy) <small>Multi-yrs. require Board of Aldermen approval</small>	From 07/01/2023	To 06/30/2024
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	\$190,000.00	
Funding Source Name: Acct. #:	2023-2024 Capital Projects 3C22-2261-58101	
Contract #: <small>(Local or State)</small>	GENRL-EV2516	



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**Key Questions:**

**1. What specific service will the contractor provide:**

On call elevator inspections and repairs

**2. How was the contractor selected?** *\*Attach appropriate supporting documents*

- ☐ Quotes
- ☐ Sealed Bid # \_\_\_\_\_
- ☐ Sole Source # \_\_\_\_\_
- ☐ RFP# \_\_\_\_\_
- ☒ State Contract #GENRL-EV2516
- ☐ Exempt Professional
  - ☐ Accountant
  - ☐ Actuary
  - ☐ Appraiser
  - ☐ Architect
  - ☐ Artist
  - ☐ Dentist
  - ☐ Engineer
  - ☐ Expert Professional Consultant
  - ☐ Land Surveyor
  - ☐ Lawyer
  - ☐ Physician/Medical Doctor

**3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following:**

**a. Please explain how the vendor was chosen?** *\*Attach Vendor Proposal*

N/A State Contract

**b. Who were the members of the selection committee?** *(Minimum 3 members required)*

N/A State Contract



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**Key Questions: - Continued**

**4. If this is a renewal with a current vendor, has the vendor has met all obligations under the existing agreement/contract?**

N/A - new

**5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much?** \*Attach Renewal Letters

N/A - new

**6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?**

This is a service that is needed for the various elevators located at the schools that need servicing.

**7. Is this a service that existing staff could provide? Why or why not?**

This is a specialized service that this firm has provided the district in previous years and can not be performed with the existing staff due to limits and licensing requirements.



# NEW HAVEN PUBLIC SCHOOLS

## **Agreement/Contract Processing Checklist**

*To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.*

**Forms/Documents are available in: Drive G:\F&O Agenda Minutes\Agreement Contract Checklist\2022-2023**

<b>1. Has this vendor performed service(s) in prior fiscal years?</b>	
If Yes,	Vendor # _____
If No or New,	Vendor must provide completed W9
<b>2. A quotes or proposal submitting regarding the agreement/contract.</b>	
If RFP	Attach Vendor Submitted
Other	Copy of State Contract, Quotes, etc.
<b>3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u></b>  <b>It is the submitters responsibility to request the COI from the vendor and attach with submission; the COI from the Vendor <u>must match rider specifications outlined.</u></b> <b>Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.</b>	
Rider 300	Professional Services – Onsite Umbrella; w/ Auto; w/ Workers Compensation
Rider 305	Professional Services – Onsite Umbrella; No Auto; No Workers Compensation
Rider 310	Professional Services – Onsite Umbrella; w/ Auto; No Workers Compensation
Rider 315	Professional Services – Onsite Umbrella; w/ Youth under 21
Rider 320	Professional Services – Offsite; No Auto; No Workers Compensation
Rider 325	Professional Services – Offsite; No Auto; No Workers Compensation; w/ Youth under 21
Rider 330	Professional Services – Offsite Attorney; No Auto; No Workers Compensation
Rider 335	Professional Services – Onsite; Physician/Dentist; No Auto
Rider 340	Professional Services – Onsite Physician/Dentist w/ Youth under 21
Rider 345	Professional Services – Onsite Temp Nurses
Rider 350	Professional Services – Cyber – Onsite
Rider 355	Professional Services – Cyber – Offsite
<b>4. The City of New Haven requires the information requested in the <u>Disclosure Affidavit</u> before any City agency, department, or city official seeking agreement/contract shall obtain them, notarized.</b>	
Emailed Disclosures are acceptable.	



#### **Exhibit 4**

**KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance, Repair, Modernization and Related, Products, Services and Solutions under the U.S. Communities Program utilizing the Terms and Conditions of the City of Kansas City Master Contract  
(Reference GENRL-EV2516 dated December 1<sup>st</sup>, 2018)**

The parties hereby agree to be bound to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1<sup>st</sup>, 2018) ("Contract"), together with those terms and conditions contained in this Exhibit 4 (collectively, "Service Agreement"). In the event of conflict between terms and conditions contained in the Contract and this Exhibit 4, the terms in this Exhibit 4 shall supersede and prevail.

Pursuant to State of Connecticut code adoption of ASME A17.1 – 2013 code requirements the below Description of Scope changes will increase the scope of services of your preventative maintenance agreement:

- Completion of all code required Maintenance Control Plan (MCP) documents
- Completion of all code required Category 1 annual inspections for each piece of equipment
- Completion of Code Data Plate for each piece of equipment
- Completion of all code required Category 5 inspections for all hydraulic elevators

#### **PROPOSED UNITS & EQUIPMENT PRICING:**

<u>Location Address</u>	<u>Elevators</u>	<u>Pricing (Per MTH)</u>
<b><u>41058837</u></b> New Haven Police Department	X	\$900.00/mth
<b><u>40107936</u></b> New Haven School Buildings	X	\$11,880.00/mth
<b><u>40130504</u></b> New Haven Municipalities (Various Bldgs.)	X	\$2,111.80./mth

Total for complete portfolio with aforementioned code related items included in scope:

\$14,891.80 per month

\*\*KRMS-Elevator Phone Monitoring                      Y                      N

\*\*Requires execution and completion on the CIS (Customer Information Sheet) before phones can be programmed to KONE.

## **APPLICABLE LAW**

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of Connecticut.

## **PROPOSED SCOPE OF WORK:**

### **COMPLETE MAINTENANCE SCOPE**

#### **SCOPE OF SERVICES**

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

#### **HYDRAULIC ELEVATORS**

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

All control system components.

##### **MICROPROCESSOR CONTROL SYSTEM**

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

##### **POWER UNIT**

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

##### **HYDRAULIC SYSTEM ACCESSORIES**

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

**CAR EQUIPMENT**

All elevator control system components on the car.

**WIRING**

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

**HOISTWAY AND PIT EQUIPMENT**

All elevator control equipment and buffers.

**RAILS AND GUIDES**

Guide rails, guide shoe gibs, and rollers.

**DOOR EQUIPMENT**

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

**MANUAL FREIGHT DOOR EQUIPMENT**

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

**POWER FREIGHT DOOR EQUIPMENT**

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

**SIGNALS AND ACCESSORIES**

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

**TRACTION ELEVATORS****RELAY LOGIC CONTROL SYSTEM**

All control system components.

**MICROPROCESSOR CONTROL SYSTEM**

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

**GEARED/GEARLESS MACHINES**

All geared and gearless machine components.

**WIRING**

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

**CAR EQUIPMENT**

All elevator control system components on the car.

**HOISTWAY AND PIT EQUIPMENT**

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

**RAILS AND GUIDES**

Guide rails, guide shoe gibs, and rollers.

**ROPES**

Hoist ropes, governor ropes, and compensation ropes.

**DOOR EQUIPMENT**

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

**MANUAL FREIGHT DOOR EQUIPMENT**

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

**POWER FREIGHT DOOR EQUIPMENT**

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

**SIGNALS AND ACCESSORIES**

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

**ESCALATORS AND POWERWALKS****CONTROL SYSTEM**

All control system components.

**DRIVE MACHINERY AND MOTOR EQUIPMENT**

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



**WIRING**

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

**HANDRAIL DRIVE SYSTEM**

Handrail and all handrail drive components.

**SAFETY SWITCH SYSTEM**

Missing step detector, handrail speed detector, handrail inlet switches, step 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 step chains, guidance and alignment components and demarcation lights. Balustrades and decks will be examined and adjusted, aligned, and fastened as needed.

**POWER WALKS****CONTROL SYSTEM**

All control system components and wiring.

**DRIVE MACHINERY AND MOTOR EQUIPMENT**

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

**WIRING**

All 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 ALIGNEMENT SYSTEMS**

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

## **HOURS OF SERVICE**

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

## **SERVICE REQUESTS (CALLBACKS)**

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

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

## **TESTS**

KONE will perform the following tests on the Equipment. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

### **HYDRAULIC ELEVATOR**

A pressure relief test and a yearly leakage test as required by applicable code.

### **TRACTION ELEVATOR**

An annual no load test as required by applicable code.

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

### **ESCALATOR**

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

## **REPORTING SERVICES**

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

## **EXCLUSIONS**

The following are excluded from the scope of services.

### **GENERAL**

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

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

### **OBSOLESCENCE**

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

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, or the OEM designates the component as obsolete. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. The component that replaces the obsolete components is covered under this Agreement.

### **ELEVATOR**

Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light

diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; telephones or communication devices; 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.

#### **ESCALATOR AND POWERWALK**

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.

#### **REMOTE MONITORING**

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

#### **SAFETY**

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

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

failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

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

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

### **THIRD PARTY SERVICES**

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

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

### **NON-KONE EQUIPMENT**

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams and (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

## **SCOPE OF SERVICES – Exam & Lubrication to be applied to applicable units**

KONE will provide the labor to perform 4 visits to examine and/or lubricate the following equipment areas per twelve month period.

- Control system
- Power unit and/or machines
- Hydraulic system accessories
- Hoistway and pit equipment
- Door equipment
- Signals and accessories
- Rails and guides

KONE will provide all lubricants, greases, and wiping cloths.

If KONE identifies items, which, in KONE's judgment, require replacement or repair, KONE will submit to Purchaser a separate proposal and contract for Purchaser's signature. KONE makes no guarantee that its examination will identify any items that require replacement or repair.

### **POWER WALKS**

#### **CONTROL SYSTEM**

All control system components and wiring.

#### **DRIVE MACHINERY AND MOTOR EQUIPMENT**

All drive machine components.

#### **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 ALIGNEMENT SYSTEMS**

All pallets, guidance and alignment components, and demarcation lights.

## **HOURS OF SERVICE**

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

## **TESTS**

KONE will perform the following tests on the Equipment. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

### **HYDRAULIC ELEVATOR**

A pressure relief test and a yearly leakage test as required by applicable code.

### **TRACTION ELEVATOR**

An annual no load test as required by applicable code.

### **ESCALATOR**

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

## **REPORTING SERVICES**

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

## **EXCLUSIONS**

This Agreement does not include hydraulic fluids.

No labor, except specified herein, parts or supplies will be furnished under this Agreement.

KONE shall not be obligated to: perform safety tests other than those specified herein; install new attachments or make equipment changes, repairs or adjustments, correct outstanding violations or deficiencies.

## **REMOTE MONITORING**

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

## **SAFETY**

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

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

## **NOTICE OF MALFUNCTION OR INJURY**

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

## **THIRD PARTY SERVICES**

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

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or



additional work is required. Purchaser will re-imburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

#### **NON-KONE EQUIPMENT**

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams and (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

#### **TAXES**

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

## ACCEPTANCE

Service Agreement Effective Date:

Service Agreement Number: **TBD**

The parties to this service agreement agree to the conditions contained herein:

Sign for on behalf of The City of New Haven

(Signature)

(Print Name)

(Print Title)

Date: 3/1/2019

Respectfully submitted,  
**KONE Inc.**

(Submitted By)

(Approved By)

Authorized Representative

(Title)

Date: 3/1/2019

Christian Ronnholm  
Branch Manager  
3-6-2019

**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 purchaser's 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 lubrication 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).

#### Class "A" Complete Preventative Maintenance

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.

#### **Class "B" Examination, Oil and Grease Service**

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.

#### **Modernization**

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.
  - o Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
  - o 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.
  - o 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.
    - o 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:
    - o Service trucks and all related expenses.
    - o Normal expendables
    - o General Conditions including Insurance and Bonds
    - o Office expenses
    - o 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:
  - o Work/Task Order Number if applicable.
  - o Description of Work performed with exact location(s) including Facility Code Building Location if listed on the chart below.
  - o Total hours worked by each trade and applicable hourly wage rate bid.
  - o Invoices will include breakout of material expenses and labor.
  - o Total of all itemized costs and when applicable, the lump sum not-to-exceed proposed costs.
  - o 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.

# Priority Payment Program Enrollment Agreement

## City of New Haven

The City of New Haven is offering all bidders and active vendors the opportunity to enroll in their Priority Payment Program (PPP). Benefits include:

- Vendors decide what discount percentage they wish to offer off their goods/services in exchange for rapid payment processing
- Priority vendor status and enhanced customer service with The City of New Haven
- Electronic invoicing sent to one email address for quicker processing
- Invoices are typically processed and payment is initiated within 10 business days\* via direct deposit to your bank account rather than waiting 30+ days for a check in the mail
- Email notifications will be sent for any invoices that are rejected, along with instructions on how to revise & resubmit for payment
- Remittance statements delivered via email to help simplify the A/R reconciliation process

**THIS FORM MUST BE COMPLETED & RETURNED WITH YOUR SOLICITATION RESPONSE**

Company: <u>KONE Inc.</u>	Tax ID/EIN: <u>362357423</u>
Contact Name: <u>Paul Angelini</u>	Title: <u>Sales Executive</u>
Address: <u>60 Commerce Dr. Trumbull, CT</u>	
Email: <u>Jessica.Beavias@kone.com</u>	Phone: <u>860 8831371</u>
Billing Contact Name: <u>Julison Abrasky</u>	Title: <u>Billing Admin</u>
Address: <u>60 Commerce Dr. Trumbull, CT</u>	
Email: <u>Julison.Abrasky@kone.com</u>	Phone: <u>860 4062697</u>

**PLEASE NOTE:** While enrolled in the Priority Payment Program, the rebate terms you choose will apply to all invoices submitted after the date this agreement is signed for all active and future contracts with The City of New Haven. Vendors can opt out of the program at any time by contacting Oxygen Finance via phone or email, but must wait a period of 12 months before enrollment eligibility is reinstated.

Please select only one option below:

- ☐ Yes, I would like to enroll in the PPP with the following terms for all future invoices: \_\_\_\_\_ % / 10 Days / Net 30 \*\*
- I confirm that I am an authorized representative of this company and that if The City of New Haven pays any Invoiced Debt owed to the aforementioned company under or in connection with any Contract prior to the date by which such payment would otherwise be required to be made under the terms of that Contract, The City of New Haven shall be entitled to deduct and retain from that Invoiced Debt, for its own benefit, a Priority Payment Discount which it will deduct and retain from that Invoiced Debt. These terms will apply to all invoices unpaid as of the date of signature as printed on this form. The discounts are dynamically calculated, with a target payment date of 10 days from the date of invoice acceptance. The final discount taken is proportionate to the number of days the payment is accelerated. A discount is taken ONLY if payment is made before 30 days from the date of invoice acceptance.
  - I understand and agree that once enrolled in New Haven's Priority Payment Program, payments will no longer be sent in the form of a paper check and mailed via the United States Postal Service, but rather will be paid electronically via direct deposit to our company's bank account.
  - I confirm that I am an authorized representative of this company and agree to these payment terms
- ☐ I'm interested in the PPP, but have questions and would like someone to call me at this number \_\_\_\_\_
- ☐ I'm already enrolled in the PPP
- ☐ No, I'm not interested in participating at this time

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

\*\*Please note: Payments made via direct deposit typically take 1-3 business days until funds are posted and available in your bank account  
 \*\* The City of New Haven reserves the right to approve or reject any proposed PPP percentage rates  
 Questions? Email us at [PPPSupport@newhavenct.gov](mailto:PPPSupport@newhavenct.gov)

## Introducing The City of New Haven's Priority Payment Program

The City of New Haven has launched a new initiative called the Priority Payment Program (PPP). The PPP provides its vendors the option to submit invoices electronically and quickly receive payments via direct deposit...in as little as 10-15 days.

Vendors who enroll in the PPP will receive prompt payment of their invoices in exchange for a small discount offered on the goods and/or services they provide to The City of New Haven. Enrolled vendors are given the flexibility of setting the percentage rate they wish to offer The City, based around initiating the payment 10 days after a valid invoice has been submitted.

If payment is released before or after the 10<sup>th</sup> day of submission, the PPP then utilizes dynamic discounting to determine the appropriate discount. Dynamic discounting is a rebate calculation method that's based on the number of days it takes for an invoice to get paid. This period begins on the date a valid invoice is submitted to The City and ends on the date payment is initiated by the Controller. The quicker The City of New Haven pays an invoice - the higher the discount paid by the vendor. The longer it takes to pay - the lower the discount.

For example, a vendor offering payment terms of 1.5% / 10 / Net 30 stipulates that if payment of the invoice is initiated on the 10<sup>th</sup> day after it was received, The City deducts 1.5% from the total amount of the invoice in exchange for prompt payment. If payment is initiated before day 10, the discount taken will be slightly higher than 1.5%. If payment is released after the 10<sup>th</sup> day, the discount amount will be less than 1.5% and incrementally decrease as each day passes. If The City pays the invoice 30+ days after it was received, no discount will be taken at the time the payment is released to the vendor.

This table illustrates how dynamic discounts vary based on the time taken before payment is initiated by the City Controller.

Invoice Amount	Net Terms	Targeted Pay Date	Chosen Rate
\$100.00	30	05/10/18	1.5%

  

Once Invoice Received	05/01/18	Paid on Day	Discount Calculation	Discount Amount	Net Payment to Vendor
If Paid on:	05/02/18	1	1.18% paid 29 days early	\$108.75	\$1,591.25
If Paid on:	05/03/18	2	1.36% paid 28 days early	\$105.00	\$1,625.00
If Paid on:	05/04/18	3	1.54% paid 27 days early	\$101.25	\$1,658.75
If Paid on:	05/05/18	4	1.72% paid 26 days early	\$97.50	\$1,692.50
If Paid on:	05/06/18	5	1.90% paid 25 days early	\$93.75	\$1,726.25
If Paid on:	05/07/18	6	2.08% paid 24 days early	\$90.00	\$1,760.00
If Paid on:	05/08/18	7	2.26% paid 23 days early	\$86.25	\$1,793.75
If Paid on:	05/09/18	8	2.44% paid 22 days early	\$82.50	\$1,827.50
If Paid on:	05/10/18	9	2.62% paid 21 days early	\$78.75	\$1,861.25
If Paid on:	05/11/18	10	2.80% paid 20 days early	\$75.00	\$1,895.00
If Paid on:	05/12/18	11	2.98% paid 19 days early	\$71.25	\$1,928.75
If Paid on:	05/13/18	12	3.16% paid 18 days early	\$67.50	\$1,962.50
If Paid on:	05/14/18	13	3.34% paid 17 days early	\$63.75	\$1,996.25
If Paid on:	05/15/18	14	3.52% paid 16 days early	\$60.00	\$2,030.00
If Paid on:	05/16/18	15	3.70% paid 15 days early	\$56.25	\$2,063.75
If Paid on:	05/17/18	16	3.88% paid 14 days early	\$52.50	\$2,097.50
If Paid on:	05/18/18	17	4.06% paid 13 days early	\$48.75	\$2,131.25
If Paid on:	05/19/18	18	4.24% paid 12 days early	\$45.00	\$2,165.00
If Paid on:	05/20/18	19	4.42% paid 11 days early	\$41.25	\$2,198.75
If Paid on:	05/21/18	20	4.60% paid 10 days early	\$37.50	\$2,232.50
If Paid on:	05/22/18	21	4.78% paid 9 days early	\$33.75	\$2,266.25
If Paid on:	05/23/18	22	4.96% paid 8 days early	\$30.00	\$2,300.00
If Paid on:	05/24/18	23	5.14% paid 7 days early	\$26.25	\$2,333.75
If Paid on:	05/25/18	24	5.32% paid 6 days early	\$22.50	\$2,367.50
If Paid on:	05/26/18	25	5.50% paid 5 days early	\$18.75	\$2,401.25
If Paid on:	05/27/18	26	5.68% paid 4 days early	\$15.00	\$2,435.00
If Paid on:	05/28/18	27	5.86% paid 3 days early	\$11.25	\$2,468.75
If Paid on:	05/29/18	28	6.04% paid 2 days early	\$7.50	\$2,502.50
If Paid on:	05/30/18	29	6.22% paid 1 day early	\$3.75	\$2,536.25
If Paid on:	06/01/18	30	0.00% paid 0 days early	\$0.00	\$2,570.00

Visit <https://www.newhavenct.gov/gov/depts/purchasing/default.htm> for more information about the Priority Payment Program  
Still Have Questions? Email us at [PPPSupport@newhavenct.gov](mailto:PPPSupport@newhavenct.gov) or call us at (866) 515-3860



## DEPARTMENT OF ADMINISTRATIVE SERVICES

OSBI - Bureau of Elevators 450 Columbus Blvd - Suite 1303 Hartford CT 06103

Office (860) 713-5808 Right Fax (959) 200-4890

Email: CT.Elevators@CT.Gov

June 1, 2018

As you are aware, On January 3, 2018 Connecticut has adopted the ASME A17.1-2013 Safety Code for Elevators and Escalators. This list outlines some of the major changes however, there are hundreds of changes between the ASME A17.1-1996-98 and the ASME A17.1-2013 to be aware of.

**Maintenance Control Program:** A written Maintenance Control Program shall be in place to maintain the equipment in compliance with the requirements of 8.6. Your company may choose to keep electronic records for their use, which is recommended, however, a written hard copy shall remain in the elevator machine/control/room/or space. This requirement is for new and existing equipment. A MCP shall be in place when we turn over the new equipment on New Acceptances. All periodic tests shall be recorded in the MCP and it is not required to send in the test results to our office any longer. See Sec 8.6 for the full list of requirements outlined for maintenance, repair and replacement.

**Single Bottom Cylinders:** All hydraulic single bottom cylinder elevators, where the cylinder is installed below ground, shall either have the cylinder replaced, safeties installed or an installation of a plunger gripper. This requirement does not pertain to cylinders which were installed with a safety bulkhead. Sec. 8.6.5.8

**Hydraulic Over-Speed Valve:** Shall be inspected and tested with full load as required in the Periodic Test Requirements of a Category 5 (5 year) test or if the seal has been altered or broken. Sec. 8.6.5.16

**Maintenance and Testing of Escalators and Moving Walks:** Escalators shall be maintained and tested as specified in Sec. 8.6.8 which includes but not limited to Step/Skirt Performance Index.

### On New Installations

**Pit Ladder Access:** A fixed vertical non-combustible ladder shall be installed in the pit of each elevator where the pit extends more than (35 in). Pit ladder rungs, cleats or steps shall be a minimum of (16 in) wide. When obstructions are encountered the ladder width shall be permitted to be decreased as wide as the available space permits but not less than (9 in). The ladder shall extend not less than (48 in.) above the sill of the access door or handgrips shall be installed to the same height. See Sec. 2.2 for additional requirements.

**Maintenance Path and Clearance:** A clear path of not less than (18 in.) shall be provided to all components that require maintenance in the machine room and control room. Sec 2.7

**Lighting, Temperature and Humidity in Machine Spaces, Machine Rooms, Control Spaces and Control Rooms:** Sec. 2.7.9  
**Lighting:** Permanently installed electric lighting in all above spaces shall be not less than (19 fc) at floor level, standing surface of working platform, or at the level of the standing surface when the car is in the blocked position.

**Temperature and Humidity:** Machine Spaces, Machine Rooms, Control Spaces and Control Rooms shall be provided with natural or mechanical means to keep the ambient air temperature and humidity in the range specified by the elevator equipment manufacturer. The temperature and humidity range shall be permanently posted in the above spaces.

**Car-Top Railings:** To be provided where required. Sec 2.14.1.7

**Ascending Car Overspeed Protection/Unintended Car Movement Protection/Emergency Brake:** Sec. 2.19

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**Car Emergency Communications:** Two way communications within the car shall include a means to verify operability of the telephone line. An audible and illuminated visual signal shall be activated. Sec. 2.27

**Maintenance Control Program:** A written Maintenance Control Program shall be in place to maintain the equipment in compliance with the requirements of 8.6. This will be required at the time of the Initial New Acceptance Test.

**Code Data Plates:** Required on all new and existing equipment. Sec. 8.9

### Definitions

Several new definitions have been added since the ASME A17.1-1996, here are a few to highlight:

**Machinery Space, Machine Room, Control Space, Control Room:** The definition encompasses old and new technology and has been added for a term widely used in the Code, but previously not defined.

**Periodic Tests, Category 1, Category 3, Category 5:** Revised from 1 year, 3 year, 5 year tests.

**Safety Integrity Level (SIL):** Discrete level for specifying the safety integrity requirements of the safety functions to be allocated to the E/E/PE safety related system.

**SIL Rated:** electrical/electronic/programmable electronic system (E/E/PES) that is listed/certified to a safety integrity level that is accordance with the applicable requirements of IEC 61508-2 and IEC 61508-3.

**Suspension Means:** See ASME A17.6-2010 Standard for Elevator Suspension, Compensation, and Governor Systems.

**Sway Control Guide/Sway Control Guide Suspension Means:** Devices attached to the car or counterweight used to limit the sway of suspension means, compensating means, traveling cables to prevent tangling, or snagging on other hoistway components.

**Unlocking Zone:** On passenger elevators, reduced from (18 in.) to (7 in.). Freight elevators with vertical sliding doors (18 in.) See Definition of Unlocking Zone.

As previously stated, this list only outlines some of the major changes.

Thank you for your cooperation,



Nancy C. DiMitruk  
Elevator Inspection Supervisor





## DEPARTMENT OF ADMINISTRATIVE SERVICES

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### PLEASE STOP AND READ

#### PLEASE NOTE ELEVATOR CODE CHANGES

On January 3, 2018 Connecticut has adopted the ASME A17.1-2013 Elevator Safety Code for Elevators and Escalators. Please note the major changes:

#### MAINTENANCE CONTROL PROGRAM:

A written Maintenance Control Program for each elevator or escalator shall be installed on-site in each machine room or machine space, provided by the person(s) and or firm who is maintaining the equipment. The MCP shall include all maintenance, repair, replacement and testing records of such equipment.

#### SINGLE BOTTOM CYLINDERS:

All hydraulic single bottom cylinder elevators, where the cylinder is installed below ground, shall either have the cylinder replaced, safeties installed or an installation of a plunger gripper. This requirement does not pertain to cylinders which were installed with a safety bulkhead. Please consult with your elevator maintainer to determine if your cylinder meets this requirement. If the cylinder has been replaced, please show documentation in the on-site Maintenance Control Program.

### TO SEARCH FOR MORE INFORMATION – PLEASE TRY:

1. GO TO CT.gov
  - a. Search: Safety Code for Elevators Overview
    - i. Choose: Safety Code for Elevators and Escalators
2. <http://portal.ct.gov/DAS/Office-of-State-Building-Inspector/Safety-Code-for-Elevators-and-Escalators>

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**DEPARTMENT OF ADMINISTRATIVE SERVICES**

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January 12, 2018

To: All Interested Parties

Re: State of Connecticut - Regulation of Department of Administrative Services - Concerning Safety Code for Elevators and Escalators

Effective January 3, 2018 the following national standards, together with all addenda and amendments thereto, are hereby adopted as part of sections 29-192-1e to 29-192-6e, inclusive, of the Regulations of Connecticut State Agencies:

**Sec. 29-192-4e. ADOPTED STANDARDS**

- (1) ASME A17.1 - 2013 SAFETY CODE FOR ELEVATORS & ESCALATORS
- (2) ASME A17.6 - 2010 STANDARD FOR ELEVATOR SUSPENSION, COMPENSATION, AND GOVERNOR SYSTEMS
- (3) ASME 17.7 - 2007 PERFORMANCE-BASED SAFETY CODE FOR ELEVATORS AND ESCALATORS
- (4) ANSI/ASSE A10.4-2007 PERSONNEL HOISTS AND EMPLOYEE ELEVATORS ON CONSTRUCTION AND DEMOLITION SITES
- (5) ANSI B77.1-2011 AERIAL TRAMWAYS, AERIAL LIFTS, SURFACE LIFTS, TOWS AND CONVEYORS - SAFETY REQUIREMENTS

(b) The standards adopted by the American Society of Mechanical Engineers are available at [www.ASME.org](http://www.ASME.org).  
(c) ANSI documents are available at [www.ANSI.org](http://www.ANSI.org)

All plans which have been approved for installation prior to 1/3/18 will be required to meet the ASME A17.1 1996 - 1998 addendas. All drawings submitted for review after January 3- 2018 will require a copy of the building permit included with the drawings to determine applicable code.

All Scope of Work submittals for Modernizations/Alterations will require a copy of the contract signing date to determine applicable codes for installation and testing requirements.

Regards,

*Nancy C DiMitruk*

Nancy C DiMitruk  
Elevator Inspection Supervisor

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