Attachment A

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 1st, 2018)

PROPOSED UNITS & EQUIPMENT PRICING:

January 7, 2021

| Location Address | Elevators | Pricing |
|-------------------|------------|---------------|
| Yakima City Hall | Cars 1 & 2 | \$ 942,426.60 |
| 129 N. 2nd Street | | |
| Yakima, WA 98901 | | |

| Material | \$ 300,232.00 |
|-------------------------|------------------|
| Engineering/Procurement | \$ 35,963.00 |
| Installation Labor | \$ 380,005.00 |
| G.C. Work | \$ 154,000.00 |
| Sales Tax (8.3%) | \$ 72,226.60 |
| Total Sales Price | \$ 942,426.60 |

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 Washington.

The KONE solution offered is based on the following design information:

Solution Specification

Technical Equipment Data – GEARLESS MACHINE MODERNIZATION

Equipment-No. Car 1-Passenger

Car 2-Jail

Rated Load Car 1 – 2500 lbs

Car 2 - 3500 lbs

Rated Speed Car 1 – 200 fpm

Car 2 – 150 fpm

Travel Height 50 ft **Number of floors** 5

The KONE solution offered comprises design, manufacturing, supply and installation of following unit(s). Besides the technical specification we would highlight the key inclusions mentioned below.

DETAILED SPECIFICATION

CARS 1 & 2 - Solution 1

KONE ReSolve



KONE RESOLVE CONTROLLER

KONE ReSolve is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE ReSolve is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.

A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading.

The control for the hoist motor will be by means of a solid-state drive system. The system will be a controlled pulse-width modulated AC vector drive. The variable voltage variable frequency drive will convert the AC power supply using a two-step process to a variable voltage variable frequency power supply for use by the hoist motor. Varying the frequency and voltage of the motor will automatically and continuously control the speed, acceleration and deceleration. The system will be closed loop.

Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, trouble-shooting, and adjusting without requiring the use of an outside service tool.

Elevator Group Size Simplex
Number of floors served 5
Travel (ft) 50'

Rated Load (lb) Car 1: 2500 Car 2: 3500

Rated Speed (fpm) Car 1: 200 Car 2: 150

New Roping Ratio 1:1 Power Supply Voltage 208

Battery Lowering Car 1: Battery Lowering Included

1

Car 2: Battery Lowering not available at this time. Larger Machine.

Pit depth (in) 72
Overhead height (in) 240
Machine Room Location Overhead

Machine Room Duct KONE will remove all existing wiring, conduit and duct from the

machine room as needed. If necessary, new conduit and duct properly sized and constructed for the job requirements will be

installed (in accordance with applicable codes).

Number of car entrances Front Opening Only Number of front openings 5

Card Reader Provisions Controller will be equipped with card reader interface logic.

COP quantity

New hall monitor intercom

Yes

Qty lobby/fire panels

1

Traveling Cable(s) KONE will remove the existing traveling cables and replace with

new traveling cables designed for elevator service. In addition to our standard traveling cable, a second traveling cable be provided

for security and/or card reader provisions.

Loadweigh Device A loadweighing device will be provided which will continuously

monitor the load in the elevator car. The loadweighing device provides information necessary for the Bypass Load Feature, and the Overload Feature to operate. The loadweigh device is also used to provide pre-torqueing so higher performance can be

achieved.

Hoistway Duct KONE will remove all existing wiring, conduit and duct from the

hoistway as needed. If necessary, new conduit and duct properly sized and constructed for the job requirements will be installed (in

accordance with applicable codes).

Qty Option Board 2

Voice Annunciator Logic will be provided for factory-programmed speech synthesizer

that issues spoken messages including floor arrivals, car

departures and safe use of the elevator.

Door Panels <u>CAR & HOISTWAY DOOR PANELS</u>

New door panel(s) shall be provided where applicable.

Number of floors served

Car Panel Finishing Material New car door panels shall be provided. Finish will be #4 stainless

steel

Door Type Car 1: Single Speed Center Opening

84

1

Car 2: Two Speed Side Slide

Door Width (Inches) Car 1: 42

Car 2: 44

Door Height (Inches) Qty of sets of Car door panel

(per car)

Car Door Panel Finish Hatch Door Panel Finish A new car door panel shall be provided. Finish will be #4 stainless steel.

New hatch door panels shall be provided. Finish will be baked enamel (owner to provide paint codes).

Qty of sets of hatch door panels (per car)

5 0

Curtain of Light



Number of car entrances

CURTAIN OF LIGHT

The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.

Front Opening Only

Renova Door Operator



RENOVA DOOR OPERATOR

A closed loop permanent magnet PWM high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code.

Emergency devices and keys for opening doors from the landing shall be provided as required by the local code. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Door shall close after a predetermined time interval or immediately upon pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval. Door hangers and tracks shall be provided for each car door. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings.

Number of floors served Number of car entrances Number of front openings Car Door Tracks and Hangers Car Door Clutch locking Door Type

Door Width (Inches) Hatch Door Panels

Hatch Tracks and Hangers

Hatch Door Closer

Hatch Door Drive and interlock

Monitoring

Hatch Headers



Number of floors served

Monitoring Type

Front Opening Only

5

New car door tracks and hangers will be provided. A new restrictive style car door clutch will be provided.

Single Speed Center Opening

42

5

Hatch door panels will be replaced.

Hatch tracks and hangers will be replaced.

New hatch door closers will be provided at the specified number of

openings.

New hatch door drives and interlocks will be provided at the specified number of openings.

New hatch headers will be provided if necessary.

MONTIORING

A monitoring system that will continuously monitor the elevator system operation shall be provided

KONE E-Link enables you to monitor your elevator systems in one or several buildings from a single location. It is a full-featured

facilities management tool designed to ensure the best possible tenant service quality, reliability and efficiency of the elevators in the building. KONE E-Link can be utilized as a standalone supervisory tool to enhance the management of virtually any type of installation, new or existing.

Breakout price for this item is.....\$7,575.00

MX Machines



MX MACHINES

A new AC Gearless machine, with permanent magnet synchronous motor, direct current electro-mechanical disc brakes and integral traction drive sheave shall be provided. Brake shall be spring applied and electrically released and designed to hold car at the floor level after coming to rest. The drive sheave shall be accurately turned and grooved for the quantity and size of hoist ropes applicable to service.

Rated Load (lb)

Car 2: 3500 Car 1: 200 Car 2: 150

Car 1: 2500

Rated Speed (fpm)

Existing Roping Ratio

1:1 1:1

New Roping Ratio
Machine Room Location

Overhead

Number of car entrances

Front Opening Only

Owner's Manuals

Standard

Qty Owners Manuals Seismic Ring and String

Seismic ring and string will be provided.

Toe Guard

A new code compliant toe guard will be provided if needed.

Elevator Group Size

Simplex

Crane

Craning is included in the pricing.

Counterweight

COUNTERWEIGHT

A new counterweight frame with filler weights shall be provided and installed.

Capacity [LBS] Car 1: 2500

Car 2: 3500

Breakout price for these items are.....\$16,650.00

Car Sling Components

CAR SLING COMPONENTS

Sling

A new car sling will be provided.

Platform

A new platform will be provided. The platform will have a sub-floor

of ample structural strength for the loads imposed.

Load Class

Passenger

Safeties

A new flexible guide clamp safety device will be provided and

mounted under the car platform, securely bolted to the Car Frame. The safety will be actuated by a centrifugal governor mounted at the top of the hoistway. The Safety is designed to operate in case the car attains excessive descending speed.

Breakout price for these items are.....\$31,494.00

Roller Guides ROLLER GUIDES

New roller guide assemblies shall be provided.

Breakout price for these items are.....\$8,800.00

Governor GOVERNOR

The car safety will be activated by a new speed governor located overhead, driven by a governor rope suitably connected to the car safety. The governor will be equipped with rope grip jaws designed to clamp the governor rope so as to actuate the car safety upon a predetermined over speed downward. The governor will be set at not less than 115% of specified rated car speed and not more than the maximum governor tripping speed specified in the code for the specified rated car speed.

The rope grip jaws must be positively tripped within the permitted range of speed. The governor rope-tripping device will be so designed that no appreciable damage to or deformation of the governor rope will result from the stopping action of the device in operating the car safety. The governor over speed switches will conform to ANSI A17.1 code requirements and be so located and enclosed that excess lubricant will not enter the switch enclosure.

Upon activation of the safety switch, the switch will remain in the open position until manually reset. The governor will be accurately adjusted and sealed with tripping speed specified. Date tags indicating the test date will be applied.

Governor Rope GOVERNOR ROPE

New

Buffers BUFFERS

New buffer(s) shall be provided. The buffers will be of the proper capacity rating and stroke as required by Code.

Signalization SIGNALIZATION (PUSH BUTTON FIXTURES)

Number of floors served 5

Number of car entrances Front Opening Only

Number of front openings

Card Reader Provisions Controller will be equipped with card reader interface logic.

Signalization Type Serial COP quantity 1 (per car)

Qty of New Hall Station 5
Qty New hall position indicator 5

Qty of car direction lanterns Qty Hoistway Access Switch Intercom

2

New 2 car, 2 master intercom will provided and installed.

Hoist Ropes



Travel (in)
Rated Load (lb)
New Roping Ratio
Pit depth (in)
Overhead height (in)
Machine Room Location
Shackles
Wrapping

HOIST ROPES

New hoist cables shall be provided. The hoisting cables will be designed for elevator service, compatible with the hoist machine, and having a factor of safety at least equal to that specified in the ANSI Code.

50' 2500 1:1

72 240

Overhead

New shackles will be provided.

Single

New Cab



NEW CAB

A new cab shell and interior will be provided.

Minimum cab interior weight must not exceed 5 % of the current listed weight of the combined cab and safety plank. Total car weight / 5 % = weight that can be added

Additional Items

ADDITIONAL ITEMS

- Paint machine room and pit floors
- 24/7 Connected Services are included

General Contracting

GENERAL CONTRACTING

Electrical, Fire, Mechanical, Miscellaneous GC Work will be included in the overall work.

Pricing included above......\$154,000.00.

Layout Drawings

Complete Mechanical Layout Drawings

Price Overview

Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to the purchaser with recommendations and cost for corrective action.

Pricing Conditions

This offer is valid for 30 days.

Schedule Proposal

Proper scheduling enables smooth, safe and on time installation. This proposal is based on the assumption that KONE is able to use our standard installation method. All work to be performed during normal business hours, excluding IUEC holidays (OT will be additional cost). Based on the

information known at the Tender stage, we propose the following schedule:

| | | ve propose the following schedule. |
|------------------------|--------------|-----------------------------------------------------------------|
| Contract Review | 6 weeks | From receipt of full contract package. EVERY referenced |
| | | document required. |
| Approval of Submittals | TBD | Mutually agreeable time to incorporate changes to the layout |
| | (customer | and approve the submittals. Submittal Approval means |
| | contingent) | notification in writing that all submittals are approved and |
| | | manufacturing can commence. All finishes and features are |
| | | to be decided at the time of submittal approval. |
| Manufacturing and | 20 weeks | From receipt of submittal approval and an executed |
| Delivery | | contract. KONE's policy is NOT to release equipment to |
| | | Manufacturing until the contract is fully executed by both |
| | | parties. Note: Our factory has 2 week shutdown over the |
| | | months of July and December. Any manufacturing duration |
| | | that falls during these months shall add 2 weeks to the |
| | | manufacturing time. |
| Notice to commence | 2 weeks | Site Check will be performed in the 2 weeks before |
| on site and Site Check | | installation begins. |
| Installation | 30 weeks or | Only after the site has passed the Site Check inspection, the |
| | 16 weeks per | installation can start. Duration is per elevator. If multiple |
| | car | elevators need to be installed at the same time, a Foreman |
| | | will be required at additional cost - based on availability. |
| Testing and | 1 weeks | Sufficient, clean 3-phase power, active phone line to the |
| Commissioning | | controller and all life safety provided by others is needed for |
| | | testing/commissioning. |

Tender Approval

| Receiver: | Sender: |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| KONE Inc. Jim Anneberg 8343 154th Ave NE Redmond, WA, 98052 james.anneberg@kone.com | Randy Pitney City of Yakima 129 N 2nd Street Yakima, WA 98901 |

| We accept the offer constituted by | by this proposal and agree to the conditions contained therein. |
|------------------------------------|-----------------------------------------------------------------|
| Reference | Yakima City Hall |
| Equipment-No. | |
| Car 1-Passenger | Solution 1 |
| Car 2-Jail | KONE ReSolve Controller Traction |
| | MX Gearless Machines |
| | Deflector Sheave |
| | ReNova Door Equipment |
| | Curtain of Light Door Panels |
| | Miscellaneous |
| | Layout - Complete |
| | Custom Pushbutton Fixtures |
| | New Cab |
| | Car sling, platform, and safeties |
| | Roller Guides |
| 1.001 | Buffers |
| If he here | General Contracting Work |
| Hooline | |
| \checkmark | |
| | |
| | |
| Senior Vice President | |
| 1/29/2021 | |
| | |

Clarifications

Our proposal is based on the following clarifications:

- The existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
- Our proposal includes inspections and testing as required by the AHJ. However, any retesting required due to other trades' failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
- Proposal includes a standard one-year warranty. No costs for preventive maintenance services are included in this capital improvement pricing.
- The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.
- In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates. If applicable, re-mobilization fees are \$4,000 per occurance.
- Proposal pricing is based on the scope of work as defined herein. Any additional work
 required will be performed only upon Purchaser's approval of a mutually agreeable change
 proposal. Any other deficiencies revealed in the progress of the work will be promptly
 reported to purchaser with recommendations and cost for corrective action.
- Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations 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, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer 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 ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer's sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos 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.
- Price Adjustment: KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty or other similar means), or a change in law that imposes tariffs on raw materials or finished goods.

Bid Attachment "B" Site Requirements / Work by Other Trades

The work described below is a summary of work to be performed by others ("Work by Other Trades") that may be required in conjunction with the elevator modernization performed by KONE (the "Work"). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others.

Purchaser shall provide the following unless specifically included in KONE's Work:

Electrical

 Contractor is responsible for wiring and conduit to telephone room. Owner shall provide emergency telephone line service.

Machine Room

 Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

Hoistway

- Removal of any unforseen non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
- A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary sewer systems, retention ponds, etc.).

Access Integration/Security

• Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.

General

- Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
- Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.

ACCEPTANCE

Service Agreement Effective Date: December 1, 2018

Service Agreement Number: 41675520

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

| Sign for on behalf of Participating Public Agency | |
|---------------------------------------------------|--|
| (Signature) | |
| (Print Name) | |
| (Print Title) | |
| Date:// | |
| Respectfully submitted, KONE Inc. | |
| Jim Anneburg (Submitted By) | |
| (Approved By) Authorized Representative | |
| Senior Vice President (Title) | |
| Date: 01 / 29 / 2021 | |

EXHIBIT to ATTACHMENT A: Yakima City Hall – OMNIA - Elevator Modernization Gearless Option 1.7.21

Addition of Venue Clause

Venue

The venue for any judicial action to enforce or interpret this Contract shall lie in a court of competent jurisdiction in Yakima County, Washington.

• Insurance coverage shall be increased to meet City of Yakima's required thresholds. Kone shall add this project to the Description of Operations under the attached policy for 2021-22 or may provide a separate certificate with the same limits of coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRO | DUCER Aon Risk Services Central, Chicago IL Office 200 East Randolph | h | EC | EIVED | CONTAC NAME: PHONE (A/C, No E-MAIL | Ext): 8 | on Client Se 66-283-7122 | | FAX (A/C, No): | 80 | 0-363-0105 |
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| 10000 | CLAIMS-MADE / OCCUR | 1 | | | | | | DAMAGE TO RENTEL PREMISES (Ea occur | D rence) | \$ 10,00 | 00,000 |
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| A | WORKERS COMPENSATION | | 1 | MWC 115397 13 (AOS) | | 1/1/2021 | 1/1/2022 | ✓ PER STATUTE | OTH- ER | | |
| Α | AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE | | | MWXS 822 13 (OH) | | 1/1/2021 | 1/1/2022 | E.L. EACH ACCIDEN | т | s2,000 | 0,000 |
| | (Mandatory in NH) | N/A | | | | | | E.L. DISEASE - EA EI | MPLOYEE | \$2,000 | 0,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLI | | | 0,000 |
| | Other Policies | | | | | | | See Schedule of | Other Po | licies | |
| | | | | | | | | | | | |
| DES | CRIPTION OF OPERATIONS / LOCATIONS / VEHICL | ES (A | CORE | 0 101, Additional Remarks Schedu | ile, may be | attached if more | space is requir | ed) | | | |
| 000 | ontract No. 41675520 - Project/Location: prtificate Holder and other parties as requestificate Holder and the maintained waiver of subrogation is granted to the experience of the subrogation of the experience of the subrogation is granted to the su | ired ired per t | by co | ontract are listed as addition on tract are listed as Addition of the contract. Applie | nal insu nal Insu s on a F | red to the ext red for comp Primary and N | leted operation to the contribution of the con | ons only to the ext | t. tent of the | e terms | S |
| CE | RTIFICATE HOLDER | | | | CANC | ELLATION | | | | | |
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

All Persons or Organizations as Required by Written Contract.

With respect to COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

- 1. You:
- 2. an "employee" of yours; or
- anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Not withstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

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THIS FORM IS NOT APPLICABLE IN: MA

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:

All Persons or Organizations as Required by Contract or Agreement.

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

The Transfer Of Rights Of Recovery Against Others To Us Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| As Required by Written Contract unless specifically endorsed on another endorsement attached to this policy. | On File With Company |
| | |
| Information required to complete this Schedule, if not | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or
 - Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

| Name Of Person(s) Or Organization | (s): | | | | |
|--------------------------------------------|--------------------------------|-----------------|-------------|-------------|--|
| All Persons or Organizations as required b | y Written Contract or Agreemer | nt. | | | |
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| Information required to complete this S | Schedule, if not shown above | e, will be show | n in the De | clarations. | |

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. POLICY NUMBER: MWC 115397 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY CONTRACT OR AGREEMENT.

THIS FORM DOES NOT APPLY IN THE FOLLOWING STATES: CA, KY, NJ, TX, UT

KONE INC. MWC115397 13 POLICY TERM: 1/1/21 TO 1/1/22

DATE OF ISSUE: 11-18-20

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Or Organization(s) As Required by Written Contract unless specifically endorsed on another endorsement attached to this Policy. Location(s) Of Covered Operation On File With Company | |
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- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.