



**Des Moines Independent Community School District**  
**Division of Purchasing**  
**1915 Prospect Road**  
**Suite 1200**  
**Des Moines, Iowa 50310**  
**Phone (515)242-7751**  
**Fax (515)242-7550**

Kone, Inc.  
501 SW 7<sup>th</sup> Street  
Des Moines, IA. 50309  
Mr. George White  
Superintendent of Service

Re: Kone's proposal to provide services utilizing US Communities #201414653-00

Mr. White:

We have reviewed and accepted your proposal to provide elevator maintenance, repair and testing using the US Communities contract # 201414653-00. Attached please find your proposal, our Offender Acknowledgement (SOA), and Insurance requirements for this service. Please sign your proposal, the SOA and provide the insurance certificate with the government endorsement and return to me no later than April 4, 2016. If you have any questions or concerns please call me @ 515-242-7649. Thank you and we look forward to continuing our business relationship.

Sincerely

A handwritten signature in black ink, appearing to read "Mark Mattiussi".

Mark Mattiussi  
Des Moines Public Schools  
Purchasing Agent

Des Moines Public Schools  
Facility Services Department



KONE Inc.

Proposal to Supply Services under the  
U.S. Communities Program Utilizing the Terms and Conditions of the City and County of Denver  
Master Contract (Reference GENRL-201414653-00)

Proposed Units & Equipment Pricing:

**Schedule "A" Full Service**

Visit Schedule	Unit Count	Location Name	State ID	FY16-17 Price
A	1	GP Central Academy	345	\$185.00 / Month
A	1	GP Central Nutrition	10922	\$185.00 / Month
A	1	GP Central Campus	1358	\$185.00 / Month
A	1	GF Central Campus	12805	\$185.00 / Month

\$740.00 per month or \$8,880.00 total annual spend Schedule "A" Full Service

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 Iowa.

**Schedule "A" Full Service Performance Schedule**

**Full Service Performance**

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

**Hydraulic Elevators**

- Relay logic control system  
All control system components.
- Microprocessor Control System  
All control system components. System performance examinations will be conducted to ensure dispatching and motion control systems are operating properly.
- Power Unit  
Pump, motor, valves and all related parts and accessories.
- Hydraulic System Accessories  
Exposed piping, fittings and accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original elevator equipment manufacturer for controlling fluid temperature.
- Car Equipment  
All elevator control system components on the car.
- Wiring  
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
- Hoistway and Pit Equipment  
All elevator control equipment and buffers.
- Rails & Guides  
Guide rails, guide shoe gibs, and rollers

Des Moines Public Schools  
Facility Services Department

**Schedule "A" Full Service Performance Schedule**

**Hydraulic Elevators**

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

**Traction Elevators**

- **Relay Logic Control System**  
All control system components.
- **Microprocessor Control System**  
All control system components. System performance examinations will be conducted to ensure dispatching and motion control systems are operating properly.
- **Geared / Gearless Machines**  
All geared and gear 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 & Pit Equipment**  
All elevator control equipment, car and counterweight buffers, over speed governors, governor tension sheave assemblies, and car and counter weight safeties.
- **Rails & Guides**  
Guide rails, guide shoe gibs and rollers.
- **Hoist Ropes**  
Hoist ropes will be properly lubricated and adjusted for equalized tension.
- **Door Equipment**  
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.
- **Manual Freight Door Equipment**  
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.



Des Moines Public Schools  
Facility Services Department

**Schedule "A" Full Service Performance Schedule**

**Traction Elevators**

- **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 & Accessories**  
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.
- **Hours of Service**  
All work covered under this Agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.
- **Service Requests (Callbacks)**  
In addition to preventive maintenance, this Agreement covers minor adjustment service requests during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein. Service requests are defined as minor adjustments, corrections or entrapments that require immediate attention and are not caused by reasons beyond KONE's control. Service requests that require more than one technician or more than two hours to complete will be scheduled as a repair during the regular hours of service. If Purchaser should require, at any time, service requests (unless included above) to be made on overtime, Purchaser will be charged only for the difference between KONE's regular hourly billing rate and KONE's regular overtime billing rate applicable for each overtime hour worked.
- **Tests**  
KONE will perform the following tests on the equipment:
- **Hydraulic Elevator**  
A pressure relief test and a yearly leakage test. Kone is not responsible for damages, either to the elevator equipment or to the building, or for any person injury or death, resulting from this test(s)
- **Traction Elevator**  
An annual no load test.  
A five (5) year full load test.  
KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from this test.
- **Exclusions**  
KONE assumes no responsibility for the following items or services, which are excluded from the Agreement:
- **General**  
KONE shall not be obligated to: perform safety tests other than those specified herein; install new attachments or make equipment changes or adjustments required by new or retroactive code changes; perform tests or correct outstanding violations or deficiencies prior to the effective date of this agreement;

**Schedule "A" Full Service Performance Schedule**  
**Traction Elevators**

- **General**  
Make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room or environmental conditions (including temperature variations below 50 degrees and above 90 degrees Fahrenheit), excessive humidity (greater than 95% non-condensing humidity), water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts, or tampering with the equipment by unauthorized personnel; repair or replace parts damaged by negligence, misuse or any other cause beyond its control.
- **Obsolesce**  
Obsolete items (including, but not limited to, assemblies, parts, components or systems) are excluded from this agreement and are defined as an item for which the original design is no longer regularly manufactured by the OEM or the original design has been replaced with an item of a different design.
- **Obsolesce**  
No exception to this exclusion will be made for items defined as obsolete *above* simply because they can be custom made or acquired at any price. Obsolete items and the labor to replace them will be at the owner's expense. Any modifications to existing equipment necessary to accommodate replacement components will also be at the owner's expense. KONE will not be required to furnish reconditioned or used parts. Once upgraded by KONE, obsolete items will be covered under this Agreement.
- **Elevator**  
Refinishing, repairing, replacing or cleaning of car enclosure, telephones or communication devices, fans, computer monitoring systems, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music systems, media displays, card-readers or other security systems, light tubes and bulbs, pit pumps, emergency power generators, hydraulic cylinder, unexposed piping, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE shall not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this agreement.
- **Remote Monitoring**  
If your unit is equipped with remote monitoring capabilities, KONE reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of your equipment.
- **Purchaser Assurances**  
Purchaser agrees to: be solely liable for the proper use of this equipment; furnish KONE with a list of authorized personnel responsible for building operations; provide KONE with a complete set of as-built wiring diagrams; shut down the equipment and notify KONE if the equipment is not functioning properly; notify Kone of any injury or accident in or about the equipment (verbal notification immediately and written notification within three days) perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein. Purchaser shall not permit anyone other than Kone to perform work covered under this Agreement.

Des Moines Public Schools  
Facility Services Department

**Schedule "A" Full Service Performance Schedule**

**Traction Elevators**

- **Non-KONE Equipment**

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



Des Moines Public Schools  
Facility Services Department

**SCHEDULE "B" EXAM & LUBRICATION PERFORMANCE**

KONE Inc. will provide the labor to systematically examine and/or lubricate the equipment outlined below. All lubricants, greases, and wiping cloths will be provided.

Proposed Units & Equipment Pricing: **Schedule "B" Exam, Lube w/ Annual Test**

Visit Schedule	Unit Count	Location Name	State ID	FY16-17 Price
B	1	HP Brubaker Elem	10701	\$75.00 / Month
B	1	HP Callanan MS	7542	\$75.00 / Month
B	1	HP Capitol View Elem	10088	\$75.00 / Month
B	1	HP Carver Elem	11836	\$75.00 / Month
B	1	HP Cattell Elem	7581	\$75.00 / Month
B	1	HF CNC	8718	\$75.00 / Month
B	4	HP Walnut School Elem	1878,1920,1877,10720	\$75.00 / Month
B	1	HP Greenwood Elem	10474	\$75.00 / Month
B	1	HP Goodrell MS	12006	\$75.00 / Month
B	1	HP Hanawalt Elem	10964	\$75.00 / Month
B	1	HP Hoover High	2750	\$75.00 / Month
B	1	HP Hubbell Elem	11007	\$75.00 / Month
B	1	HP McKinley Elem	10666	\$75.00 / Month
B	1	HP Management Support	7874	\$75.00 / Month
B	1	HP Monroe Elem	10214	\$75.00 / Month
B	1	HP Moulton	10314	\$75.00 / Month
B	1	HP Weeks MS	10980	\$75.00 / Month
B	1	HP Oak Park Elem	11081	\$75.00 / Month
B	1	HP Perkins Elem	11643	\$75.00 / Month
B	1	HP Phillips Elem	10881	\$75.00 / Month
B	1	HP Stowe Elem	12240	\$75.00 / Month
B	1	HP South Union Elem	11698	\$75.00 / Month
B	1	HP Willard Elem	2111	\$75.00 / Month
B	1	HP Windsor Elem	11969	\$75.00 / Month
B	1	Walkers Street-EHS	10875	\$75.00 / Month
B	1	East High-A	11070	\$75.00 / Month
B	1	East High-B	11071	\$75.00 / Month
B	1	East High-C	11457	\$75.00 / Month
B	1	Central Campus Gym	12729	\$75.00 / Month
B	1	Roosevelt High		\$75.00 / Month
B	1	Brody MS	13455	\$75.00 / Month
B	1	Edmunds Elem		\$75.00 / Month
B	1	Smouse Elem	13532	\$75.00 / Month
B	1	North High		\$75.00 / Month
B	1	Hiatt MS	13524	\$75.00 / Month
B	1	Lincoln High	12256	\$75.00 / Month
B	1	Lincoln High	11957	\$75.00 / Month
B	1	Lincoln High	11876	\$75.00 / Month
B	1	Lincoln High	11879	\$75.00 / Month
B	1	Jefferson Elem		\$75.00 / Month
B	1	Pleasant Hill Elem		\$75.00 / Month
B	1	2323 Grand Ave		\$75.00 / Month

Des Moines Public Schools  
Facility Services Department

Visit Schedule	Unit Count	Location Name	State ID	FY16-17 Price
B	1	Rails Academy		\$75.00 / Month
B	1	Harding MS		\$75.00 / Month
B	1	Merrill MS		\$75.00 / Month
B	1	CC Freight Passenger		\$75.00 / Month

**SCHEDULE "B" EXAM & LUBRICATION PERFORMANCE**

\$3,300.00 per visit or \$6,600.00 total annual spend: Schedule "B" Exam, Lube w/ Annual Test

Should KONE's examination uncover items, which, in KONE's judgment, require replacement and/or repair, a separate proposal may be prepared for Purchaser's authorization. However, no guarantee is made that any or all items have been or will be found.

**Hydraulic Elevators**

- Relay Logic Control System  
All control system components
- Microprocessor Control System  
All control system components. System performance examinations will be conducted to ensure dispatching and motion control systems are operating properly. KONE First Service technicians will be equipped with necessary field diagnostic and service tools.
- Power Unit  
Valves, pump, motor, and all related parts and accessories.
- Hydraulic System Accessories  
Exposed piping, fittings and accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original elevator equipment manufacturer for controlling fluid temperature.
- Car Equipment  
All elevator control system components on the car.
- Wiring  
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
- Hoistway & Pit Equipment  
All elevator control equipment and buffers.
- Rails & 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 ears, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
- Signals & Accessories  
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal, and accessory facilities furnished and installed as an integral part of the elevator equipment.



**SCHEDULE "B" EXAM & LUBRICATION PERFORMANCE**

**Hydraulic Elevators**

- Lubricants

KONE will use lubricants compounded under OEM's specifications or equal.

**Traction Elevators**

- Relay Logic Control System  
All control system components.
- Microprocessor Control System  
All control system components. System performance examinations will be conducted to ensure dispatching and motion control systems are operating properly. KONE First Service technicians will be equipped with necessary solid state field diagnostic and service tools.
- 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 & Pit Equipment  
All elevator control equipment, car and counterweight buffers, over speed governors, governor tension sheave assemblies, and car and counterweight safeties.
- Rails & Guides  
Guide rails, guide shoe gibs and rollers
- Hoist Ropes  
Hoist ropes will be properly lubricated and adjusted for equalized tension
- Door Equipment  
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
- Manual Freight Door Equipment  
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
- Power Freight Door Equipment  
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
- Signals & Accessories  
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment, and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.
- Lubricants  
KONE will use lubricants compounded under OEM's specifications or equal.
- Exam Frequency  
Two (2) examinations per contract year are covered in this agreement. HOURS OF SERVICE  
All work covered under this Agreement is to be performed during regular working hours of regular working days of the elevator trade.

Des Moines Public Schools  
Facility Services Department

**SCHEDULE "C" STATE REQUIRED TESTING**

KONE will perform the following tests on the equipment: **State Required Testing**

Visit Schedule	Unit Count	Location Name	State ID	FY16-17 Price
C	1	Other CNC	10839	\$125.00/Year
C	1	Other Moulton	10338	\$125.00/Year
C	1	Other Callanan	10721	\$125.00/Year
C	1	Woodlawn		\$125.00/Year
C	1	Central Campus WCL	13280	\$125.00/Year

**SCHEDULE "C" STATE REQUIRED TESTING**

\$625.00 total annual spend Schedule "C" State Required Testing

**Hydraulic Elevators**

- A pressure relief test and a yearly leakage test. KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from this test(s).

**Traction Elevators**

- An annual no load test. KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from this test.
- Exclusions  
This Agreement does not include hydraulic fluids. No labor, parts, or supplies, except those specified herein, 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 your unit is equipped with remote monitoring capabilities, KONE reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of your equipment.
- Purchaser Assurances  
Purchaser agrees to: Be solely liable for the proper use of this equipment; furnish KONE with a list of authorized personnel responsible for building operations; provide KONE with a complete set of as-built wiring diagrams; shut down the equipment and notify KONE if the equipment is not functioning properly; notify KONE of any injury or accident in or about the equipment (verbal notification immediately and written notification within three days); perform the monthly firefighters service testing and keep record of such tests, if required and not specifically included elsewhere herein.

**TOTAL ANNUAL EXPENDITURE (US COMMUNITIES PRICING)**

**\$ 16,105.00**

KONE, Inc.  
501 SW 7th Street  
Des Moines, IA 50309  
Phone: 515-243-0109  
Fax: 515-243-9430  
E-mail: [us.communications@kone.com](mailto:us.communications@kone.com)

Representative Name: Justin Carleton

Representative Title: Branch Manager

Signature: Justin Carleton

Date: 03 / 02 / 2016



Des Moines Public Schools  
Facility Services Department



Acknowledgment & Certification

Kone, Inc. ("Company") is providing services to the Des Moines Independent Community School District ("District") as a contractor, vendor, supplier, provider or sub-provider and/or is operating or managing the operations of a contractor, vendor, supplier or provider. The services provided by the Company may involve the presence of the Company's employees upon the real property of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the District. The Company further acknowledges that, pursuant to Iowa law, a sex offender who has been convicted of a sex offense against a minor shall not operate, manage, be employed by, or act as a contractor or volunteer at the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further certifies and agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

The Company further certifies that the Company has completed a satisfactory background check on the Company's employees. The Company hereby agrees to provide the District with the Company's background screening procedures including specific context and infractions that are reviewed by the Company. The District reserves the right to, but does not have the obligation to, conduct a District background check on Company employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Company employee upon the real property of the District if such employee does not clear the District's background check.

The District reserves the right, but does not have the obligation to, to audit the Company's background screening program at any time, whether announced or unannounced. The Company hereby agrees that the Company shall, upon request, permit an authorized District representative to review background screening records, including those of individual Company employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law.

The Company shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Company may engage if such engagement involves their presence upon the real property of the District.

The Company understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Name: Justin Carleton

Address: 501 SW 7th St., Ste E

City, State, Zip: Des Moines, IA 50309

Signed: Justin Carleton

Print Name: Justin Carleton

Title: Branch Manager

Date: 03 /02 /2016



Des Moines Public Schools  
Facility Services Department

**Insurance Requirements**

Kone, Inc. shall submit to the District certificates of insurance, prior to beginning work under this contract and no later than ten (10) days after award of the contract. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Iowa, and acceptable to the District, with an A.M. Best rating of B+ or greater and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the District. The District also requires the Additional Insured, Governmental Immunities and Cancellation and Material Change Endorsement (See Endorsement below). The Aggregate per Location Endorsement required on commercial general liability insurance may be a standard Insurance Service Office form acceptable to the District. The certificates of insurance shall list the Des Moines Public Schools as the additional insured for the specified work. The coverage shall be written with a limit not less than \$3 million for any one claim, with an aggregate not less than \$3 million for all claims in a policy period. The Kone, Inc. must provide a statement saying that such coverage shall be written exclusively to cover the Des Moines contract or as an alternative guarantee that the aggregate has not already been impaired by other claims if this policy covers other activities or services for other clients. Other forms of insurance which must be maintained during the entire term of the contract and any extensions shall be of the following forms and limits:

**Forms**

Workers' Compensation  
Automobile Liability  
Commercial General Liability,  
(Including Contractual Liability & Products  
Completed Operations Coverage)  
Umbrella/Excess Liability

**Limits**

Statutory  
\$1,000,000 Combined Single Limit  
\$1,000,000 Combined Single Limit  
\$2,000,000

The establishment of minimum limits of insurance by the Des Moines Public Schools does not reduce or limit the liability or responsibilities of Kone, Inc.

**Endorsement**

**Additional Insured Endorsement**

Des Moines Public Schools, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

**Governmental Immunities Endorsement**

**Non-waiver of Governmental Immunity:** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the District as an Additional Insured does not waive any of the defenses of governmental immunity available to the District under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**Claims Coverage:** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**Assertion of Government Immunity:** The District shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

Des Moines Public Schools  
Facility Services Department

**Governmental Immunities Endorsement**

**Non-Denial of Coverage:** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the District.

**No Other Change in Policy:** The insurance carrier and the District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**Cancellation & Nonrenewal Endorsement**

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to: Des Moines Public Schools, Human Resources c/o Cathy McKay, 2323 Grand Ave, Des Moines, Iowa 50312. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

**Waiver of Subrogation**

To the fullest extent permitted by law, Kone, Inc. hereby releases the District, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to Kone, Inc. or anyone claiming through or under Kone, Inc. by way of subrogation or otherwise, for any loss without regard to the fault of the District or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full for and effect only with respect to loss or damage occurring during the time of the contract. Kone's Inc. policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of Kone, Inc. to recover there under.