

Dedicated to People Flow™



**U.S. Communities Contract # GENRL-EV2516**

**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 1st, 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.

Date: 4/20/2022

**PROPOSED UNITS & EQUIPMENT PRICING:**  
**DeKalb County 123 Trinity St Parking Deck**  
**123 West Trinity Place, Decatur, GA**



The following 2023 rates will be utilized for any additional work requested outside the modernization scope of work.

IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	Premium Portion (.7)	SUNDAYS/HOLIDAYS
32	Atlanta/Savannah, GA - MECHANIC	\$ 198.15	\$ 336.86	\$ 138.71	\$ 396.30
32	Atlanta/Savannah, GA - HELPER	\$ 169.25	\$ 287.72	\$ 118.47	\$ 338.50
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	PERCENTAGE MARK-UP FOR MATERIALS AND PARTS			
32	Atlanta/Savannah, GA	10% profit and 15% overhead from list			

**Price Summary:**

Scope of Work	Price
<b>Base Modernization Bid</b>	<b>\$281,125.00</b>
<b>Alternate #1 – Cab Interiors</b>	<b>\$ 57,668.60</b>
<b>Alternate #2 - Building Related Work</b>	<b>\$49,027.55</b>
<b>Alternate #3 – Hoistway Cleandown</b>	<b>\$ 6,637.40</b>
<b>Alternate #4 – Cylinder Replacement</b>	<b>\$206,460.80</b>
<b>Total with Alternates 1, 2, 3 Included</b>	<b>\$600,919.35</b>

**Detailed Pricing Breakdown:**

US Communities	Hours/Cost	Rate	Sell
<b>Base Bid Modernization</b>			
<b>Regular Time Mechanic</b>	<b>156 Hours</b>	<b>\$198.15</b>	<b>\$30,091.40</b>
<b>Regular Time Helper</b>	<b>156 Hours</b>	<b>\$169.25</b>	<b>\$26,403.00</b>
<b>Overtime Premium Mechanic</b>	<b>0 Hours</b>	<b>\$138.71</b>	<b>\$0.00</b>
<b>Overtime Premium Helper</b>	<b>0 Hours</b>	<b>\$118.47</b>	<b>\$0.00</b>
<b>Subcontract Work</b>	<b>See Alternate #2</b>		
<b>Material inclusive of Tax</b>	<b>\$66,457</b>	<b>10%+15%</b>	<b>\$84,068.10</b>
<b>Total Per Unit</b>			<b>\$140,562.50</b>
<b>Quantity of Units</b>			<b>2</b>
<b>Total for 2 Units</b>			<b>\$281,125.00</b>



Alternate #1 Furnish and Install New Cab Interior and Ceiling	Hours/Cost	Rate	Sell
Regular Time Mechanic	32 Hours	\$198.15	\$6,340.80
Regular Time Helper	32 Hours	\$169.25	\$5,416.00
Overtime Premium Mechanic	0 Hours	\$138.71	\$0.00
Overtime Premium Helper	0 Hours	\$118.47	\$0.00
Subcontract Work / Crane	Not Applicable		\$0.00
Material inclusive of Tax	\$13,500	10%+15%	\$17,077.50
Total Per Unit			\$28,834.30
Quantity of Units			2
Total for 2 Units			\$57,668.60

Alternate #2 Provide Related Work by Others	Hours/Cost	Rate	Sell
Regular Time Mechanic	16 Hours	\$198.15	\$3,170.40
Regular Time Helper	16 Hours	\$169.25	\$2,708.00
Overtime Premium Mechanic	0 Hours	\$138.71	\$0.00
Overtime Premium Helper	0 Hours	\$118.47	\$0.00
Subcontract Work	\$30,460	10%+15%	\$38,531.90
Material inclusive of Tax	\$3,650	10%+15%	\$4,617.25
Total			\$49,027.55

Alternate #3 Elevator Hoistway Cleardown	Hours/Cost	Rate	Sell
Regular Time Mechanic	16 Hours	\$198.15	\$3,170.40
Regular Time Helper	16 Hours	\$169.25	\$2,708.00
Overtime Premium Mechanic	0 Hours	\$138.71	\$0.00
Overtime Premium Helper	0 Hours	\$118.47	\$0.00
Subcontract Work	Not Applicable		\$0
Material inclusive of Tax	\$600	10%+15%	\$759.00
Total			\$6,637.40

Alternate #4 Hydraulic Cylinder Replacement	Hours/Cost	Rate	Sell
Regular Time Mechanic	48 Hours	\$198.15	\$9,511.20
Regular Time Helper	48 Hours	\$169.25	\$8,124.00
Overtime Premium Mechanic	0 Hours	\$138.71	\$0.00
Overtime Premium Helper	0 Hours	\$118.47	\$0.00
Subcontract Work / Crane	\$59,100.00	10%+15%	\$86,146.50
Material inclusive of Tax	\$8,580.00	10%+15%	\$10,853.70
Total per Unit			2
Quantity of Units			\$103,230.40
Total for 2 Units			\$206,460.80

**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 Georgia.

**PAYMENT TERMS**

Payments are due 30 days from invoice date, based on work progress as follows:

A. Customer agrees to pay thirty percent (30%) of the Agreement amount including any accepted options and/or alternates upon acceptance of this Agreement.

B. Monthly progress billings may be issued by KONE to cover labor expended and materials stored on or off site during the month.

C. Customer agrees to pay the amount of any tax imposed by any existing law, or by any enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein.

D. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. Simple interest at 1.5% per month will be charged on amounts not paid when due. In the event of default on the payment provisions herein, Customer agrees to pay, in addition to any defaulted amount, all attorney fees, collection costs in connection therewith, and all prejudgment interest.

**PROPOSED MODERNIZATION SCOPE OF WORK:**

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

**Passenger Elevator Technical Equipment Data**

<b>Equipment-No.</b>	#1-#2 Passenger Elevator
<b>Rated Load</b>	3000LBS
<b>Rated Speed</b>	150 fpm
<b>Travel Height</b>	38' 10"
<b>Number of floors</b>	5 Stops
<b>Code Year</b>	2019 ASME Code

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.

**Offered Components**

**KONE ReSolve Microprocessor Controller**



ONE KCM831 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 KCM831 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. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum

**Figure 1: On-board Diagnostics**

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.

Control system will be equipped with future provisions for security card readers. Battery lowering functionality shall be included in the event the building loses power the elevator shall lower the next available floor and park with the doors open.

Construction rating for all proposed equipment is NEMA 1.

**Wiring:** All existing wiring will be replaced with serial link communication wiring which eliminates communication errors when compared to discrete wiring. Existing duct will be replaced as required. KONE will remove the existing traveling cable(s) and replace it with a new traveling cable which will have provisions for future card readers and/or cameras. New car top inspection station will be provided. New, code compliant, car top emergency exit switch will be provided.

**Voice Annunciator:** Logic will be provided for factory-programmed speech synthesizer that issues spoken messages including floor arrivals, car departures, safe use of elevator and/or commercial and managerial announcements

#### Hydraulic Power Unit



A hydraulic power unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.

Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load.

An up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective.

A Load Weighing device will be provided which will continuously monitor the load in the elevator car. The load-weighing device provides information necessary for the Overload Feature to operate.

A tank heater will be provided to keep the temperature of the oil at a proper operating level.

#### **Door Equipment**



The door equipment will include a new closed loop, heavy-duty, 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.

Car hangers and tracks shall be provided. 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.

Hatch door hangers and hatch door tracks shall be retained. New pickup assemblies, interlocks, closers, door rollers, gibs and fire tabs will be provided.

#### **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.

#### **Car Door Panels**

New brushed stainless steel car doors panels will be provided.

#### **Hoistway Door Panels**

Door panels will be retained. New hoistway door rollers, door gibs and fire tabs will be provided.

#### **Entrance Frames**

Retained "as is". New code compliant jamb braille will be provided and elevator ID tags will be provided.

#### **Miscellaneous**

New car top safety handrails will be provided as required. New toe guard has been included. Paint machine room and pit floors "deck" gray.

**Roller Guide Assemblies**

New roller guide assemblies will be provided.

**Pit Equipment / Buffers**

Clean and paint the existing car buffers.  
Install new pit stop switch per code.  
Clean and paint pit equipment with corrosion resistant coatings.

**Cab Shell / Cab Interior**

Retained "as is". An alternate has been provided if new cab interiors are desired.

**Car Signalization**

Main car operating panel shall be provided. Swing panel design will be provided to match existing. Elevators 1 and 2 will also receive auxilliary swing panels to match existing design.

Car operating panel will be of stainless steel construction with a #4 brushed finish to match existing design and metal finishes. Car operating panel will have LED buttons with #4 brushed stainless finish, digital position indicators, ADA emergency phone, emergency lighting with backup battery, and all fire service and independent service features as required by current 2013 code being enforced. IBC 2018 emergency communication devices will be provided. Additionally, 24/7 Connected Services shall also be provided which also includes elevator phone monitoring to KONE service center and wireless phone service.

Fire service devices shall be located behind a locked fire compartment, which is located directly under the position indicator. A fire hat jewel shall be located on the COP below the fire compartment and illuminates when in use. Fire service instructions shall be located on the back of the compartment door.

Additional features such as independent service, hoist way access enable, emergency light test, fan on/off/speed, run/stop switch shall be included behind an additional locked compartment. Car operating panel shall contain provisions for card reader access provided by others.



**Hall Signalization**

Hall Stations: Hall pushbutton stations will be provided at the required landings. The momentary pressing of the designated direction of travel button will call the elevator to that landing. A second riser will be installed of hall pushbutton stations. Hall fixtures will be a surface mount design style. Finish will match existing. A communication failure device will be provided per code.

Hall Lanterns: Hall lanterns will be provided at the required landings. Lanterns will be equipped with LED lights and chime/gong assemblies.

Hoistway Access Switches: Terminal switches will be provided in the hoistway designed to automatically stop the car at or near the closest terminal landing. Over-travel switches will also be provided to automatically cut off power and apply the brake should the car travel beyond either terminal landing.

**Other Items**

If not specifically included above, all other items will be retained

"as is". If during the course of the project a deficiency be found, a separate proposal will be provided for repair or replacement.

**Submittals / Layouts**

Included Layouts for Approval, Mechanical Layout for Machine Room for Reference, Fixture Layouts for Approval

**Project Schedule**

Mutually agreeable project schedule will be determined at time of proposal acceptance.

Field Surveys / Engineering: 4-6 Weeks

Customer Approvals: 1-2 Weeks

Current Manufacturing: 12 Weeks after Approvals.

Installation 5 Weeks per Elevator (exclusive of alternates)

**Warranty Maintenance**

Our proposal includes a 1 years parts and workmanship warranty. Our proposal does not include maintenance on this capital expenditure project. Existing service agreement will remain in place.

**The following are alternates for your review and consideration:**

**Alternate #1 – Furnish and Install New Cab Interior as Outlined Below for 3 Units**

1. Furnish and install new wall panels.
2. Furnish and install new reveals, baseboard and rear wall handrail.
3. Furnish and install new LED downlight ceiling.
4. Furnish and install new brushed stainless steel clad on car transom.
5. Flooring is excluded (by Others).
6. Material allowance of \$12,000 per elevator has been provided which is inclusive of engineering, tax and freight.

**Alternate #2 – Provide Related Work by Others as Outlined Below**

The following non-elevator work will be required to bring the existing machine room and hoistway spaces to current code. KONE will subcontract the following work if this alternate is accepted.

1. Electrical Scope of Work:
  - a. Make safe of the existing electrical circuits as needed for the elevator modernization.
  - b. Power confirmation is included.
  - c. Rework and reuse (2) existing main fusible and lockable disconnect for the new elevator controllers.
  - d. Rework the existing main feed circuits and conduits as needed.
  - e. Rework and reuse (2) existing fusible and lockable disconnect for the cab light circuits.
  - f. Rework the existing cab light circuit and conduits as needed.
  - g. Furnish and install new LED lighting in the machine room and elevator pit.
  - h. Furnish and install ¾" raceways and backboxes for new fire alarm devices.
2. Fire Alarm Scope of Work:
  - a. Furnish and install (1) new fire hat relay for the machine room.
  - b. Furnish fire alarm personnel on inspection day for a mock fire alarm test.
3. Carpentry Scope of Work:
  - a. Furnish the cutting and patching in the hoist way wall for the call station on the main landing. This will require (1) opening.
  - b. Furnish and install a new "3-0" 2-hour rated hollow metal doors that self-locks, self-closes and has the hardware.
4. Steel Scope of Work:
  - a. Furnish and install the extension of the pit ladder.

5. Furnish dumpster for duration of project.

**Alternate #2 Excludes:**

1. Bid bond premium.
2. Payment and performance bond premium.
3. Any electrical demolition not specifically addressed in the above inclusion section.
4. All low voltage systems, cabling, and devices not specifically addressed in the above inclusion section.
5. Engineering fees.
6. Roof penetrations.
7. Dumpster & Storage.
8. Emergency telephone line to each individual controller.
9. All painting.
10. Waterproof pit.
11. Decorating of walls and floors.

**Alternate #3 – Provide an elevator hoistway cleandown.**

KONE will provide an interior hoistway cleandown. Due to the outdoor environment there is significant buildup of dirt and grime on the interior glass windows and walls. The existing glass windows provide visibility from the road into the elevator shaft and is highly recommended to clean the interior walls and glass of the elevator shafts.

**Alternate #4 – Replace Hydraulic Underground Cylinder**

The elevators were installed in 2001. Due to the vintage of this elevator and the available window to complete the work with no disruption to the building, we would recommend replacing the underground hydraulic cylinder during the planned modernization. If the event of a failed cylinder at a later date after the building is fully occupied, this repair would be quite invasive and extensive to the building.

**Alternate #4 SCOPE OF WORK:**

KONE and/or its contractors will perform the cylinder replacement work.

We will erect safety/sight barricades, lay protective floor covering around work areas, will hang and secure the car at the top of the hoist way, disconnect the piston and remove, chip concrete from around cylinder (max. 4 hrs.). Additional charge for pit channels poured solid or unusual amounts of concrete are encountered. Disconnect oil line and remove cylinder (jack). KONE and/or its contractors will not be responsible if pit floor is cracked or damaged during jacking and/or jack hammering operations

KONE and/or its contractors will furnish necessary labor and materials to replace existing cylinder, using a new code compliant jack and piston assembly and PVC liner (space permitting). Old cylinder, oil and debris will be removed using appropriate containers. KONE and/or its contractors will complete cylinder replacement, re-pipe disconnected oil line in pit to cylinder, re-install pit equipment with new seals, gaskets and oil for cylinder and put car back in operation for inspection. KONE and/or its contractors will remove materials, tools and supplies and provide general clean up. Permits, inspections, new oil, containment drums and removal of such will be provided by KONE Elevator. KONE will properly dispose of any spoils in the containment drums.

Our price is based upon a running car and that the existing cylinder hole is plumb and cased to prevent hole collapse once the existing cylinder is removed. That the cylinder hole is cleared of rock, water, concrete, debris or any other underground condition which hinders us from freely pulling the existing cylinder or installing the new cylinder or which alters the method required to complete the project. If such conditions are encountered you will be notified immediately and upon execution of a change order, the additional work will be on a time and material basis until condition is resolved. All spoils will be put into containment drums provided by KONE Elevator. KONE assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder



breach. Downtime charges will be incurred for loss of productivity due to work stoppage caused by others or specific requirements for safety, security and/or drug testing (\$275.00 hourly). If it is necessary to remobilize for any reason it will be an additional \$3000.00.

KONE assumes no responsibility for any part of the elevator equipment except that upon which work has been done, cylinder replacement only. We are not responsible for water intrusion as a result of removing old cylinder or ground water oil, soil oil or any damages to existing elevator jack. Parking will be needed as close as possible to elevator for use of equipment. Adequate parking and accessible storage will be needed for containment drums, materials and equipment. A water source (garden hose connection) will be needed. This proposal does not include overtime hours, only standard daytime hours. Welding and cutting affecting building fire protection may be required. This will be coordinated with building management. Any code changes or requirements from inspectors or consultants that vary from method described in our scope of work are the responsibility of the owner and KONE must be notified to include that work in our proposal. The owner must carry fire, tornado, flood and other necessary insurance. All materials removed will become the property of KONE unless otherwise requested in writing prior to commencement of work. This proposal is valid for 30 days.

A full load safety test will be performed to ensure the proper operation of the elevator system upon completion of the work.

KONE will require an adequate staging area near the elevator as well near the loading dock. If required, Purchaser will provide all necessary permits for welding, gas, burning and cutting in the elevator hoistway. Purchaser is responsible for deactivation and reactivation of fire, smoke and/or combustion sensors in the work area that may be activated by the effects of the operation required to complete this work.

Work is proposed and costed to be completed in conjunction with the modernization.

## Tender Approval



## ACCEPTANCE

Service Agreement Effective Date: 03/01/2019

The parties to this modernization 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.**

\_\_\_\_\_

(Submitted By)

\_\_\_\_\_

(Approved By) Authorized Representative

\_\_\_\_\_

(Title)

Date: \_\_/\_\_/\_\_

### Clarifications

Our proposal is based on the following clarifications:

- Contract terms between KONE Inc. and Owner shall be based on our Proposal and Attachments. (See Attachment "A" and "B")
- All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Owner's responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
- 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 re-testing 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 parts warranty.
- 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 owner 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.
- Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Owner's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to owner 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.
- If required by Owner, Owner shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.

**Bid Attachment "A"**  
**Additional Terms and Conditions**

The parties agree to be bound by the terms and conditions contained in the Proposal, together with the terms and conditions contained herein. No amendment or other change to this Proposal is binding on KONE. KONE shall not order or release equipment for manufacturing prior to execution of a contract by both parties

**SPECIAL PURCHASING REQUIREMENTS**

This proposal is made without regard to compliance with any special purchasing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority/disadvantaged supplier requirements or similar state procurement laws. Should such requirements be applicable to this project, KONE reserves the right to modify and/or withdraw our proposal.

**VALIDITY OF QUOTATION**

Proposal scope, pricing, and terms are subject to review and change without notice prior to final contract execution by a KONE Corporate Officer. No representation is made that the proposal complies with all or part of any request for quotation, third party specification, or other document.

**WORK AND SERVICES NOT INCLUDED**

The Proposal is exclusive of all preparatory work, civil works, and all materials and services other than those clearly specified. This proposal specifically excludes any additional costs associated with concealed or subsurface conditions. Wiring and conduit outside of the hoistway and machine room are not included. The installation, maintenance, and the operating costs of the phone line for monitoring services shall be borne by the Customer.

**PRICE**

Under no circumstances shall KONE be responsible for labor and material cost adjustments resulting from project delays which extend beyond the end of the current calendar year. This amount and/or extensions of time shall only be adjusted by properly approved change orders indicating related modifications to the scope of work and/or to the terms and conditions.

**INSTALLATION**

The work shall be performed during regular I.U.E.C. working hours and days, Monday to Friday, statutory holidays excluded. Any changes in the progress schedule with respect to the sequence, acceleration or duration of work shall be mutually agreed upon.

If overtime work is mutually agreed upon and performed, the additional price for such work shall be added to the Proposal price at KONE's standard overtime rates. KONE will not commence overtime work without an executed change order.

If the installation work and final acceptance cannot be performed in an uninterrupted manner for any reason beyond KONE's control, the Customer shall provide storage and protect the supplied equipment at the Customer's risk and cost and separately compensate KONE for any costs caused by such delay including, but not limited to, double handling of equipment.

KONE will provide union labor and will make reasonable efforts to ensure that they will work in harmony with others and behave in an appropriate manner while on site.

**PROPERTY RIGHTS**

The delivered material shall remain the property of KONE and KONE shall retain title thereto until final payment is made, with the right to take repossession of the same at the cost of Customer if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage, or lease of the premises.

The proprietary rights to any drawings, technical documentation or other intellectual property, shall remain solely with KONE. Any software delivered shall remain the property of KONE or the respective supplier. The software supplied with your elevator is licensed to you or your successors but only for use with, and for the operation of this elevator. Use of such software for any other purpose is prohibited. KONE will not supply any additional information such as internal KONE manuals, manufacturing drawings or source code.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Additions") which we may use or install to deliver maintenance service under this Agreement remains KONE's property, solely for the use of our employees. Additions are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove the KONE Additions at our expense.

#### **OCCUPATIONAL HEALTH & SAFETY**

We agree to abide by Owner's or Contractor's Safety Policy as long as the policy is not in conflict with KONE's Safety Policy. KONE agrees to accept liability for the cost of penalties incurred by you pursuant to governing Occupational Health & Safety acts that result from our acts or omissions on the condition that the cost of any similar penalties imposed on KONE because of your acts or omissions or anyone employed by you shall be borne by you.

Customer agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by KONE, KONE reserves the right to discontinue work until such unsafe conditions are corrected.

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

#### **MISCELLANEOUS**

Customer agrees that in the event this Agreement is terminated by Customer prior to the completion of the work, Customer will pay all costs incurred as of the date of cancellation plus 30% of the Agreement value as cancellation fees to compensate KONE for lost profit, overhead, and other cancellation expenses.

This Agreement may be terminated for default provided that KONE is first allowed a reasonable time, upon receipt of written notice, to commence and continue to cure a deficiency.

**It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void. The acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement and shall prevail over and supersede any terms and conditions contained in any documents provided by the Customer. Any changes to this Agreement must be made in writing and signed by both parties.**

**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 (See Alternate #2):**

**Electrical**

- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified
- If required by building code, standby/emergency power, sufficiently sized to provide power of permanent characteristics to each elevator's disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

**Machine Room**

- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7'-0".
- Suitable lighting that provides a minimum of 19 ftc at floor.
- 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**

- A code-compliant hoistway, constructed in accordance with KONE's requirements and specifications. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4".

- Removal of any 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 guarded light fixture and light switch in pit. Switch must be located 42" above the lowest landing floor level.
- 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.).
- Elevator hoistway ventilation to the outside atmosphere as required by building code.

#### **Fire Service**

- Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
- Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12" of each sprinkler head.

#### **Access Integration/Security**

- Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
- 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.
- Any required software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
- A designated 115V 15A circuit is required at each of the remote monitoring stations.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

#### **Counterweighting**

- Pricing is based upon the existing car to counterweight weight ratio being consistent with elevator industry standards. This is defined as the counterweight weight being equal to the empty car weight plus 40%. The actual assemblies will be weighed during the modernization process. If modifications are required to correct the existing weight balance, these modifications will be provided at additional cost.

#### **RK1 Fuses and Circuit Breakers**

- Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not KONE.

#### **General**

- Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
- Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
- All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser's responsibility.

- Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
- Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
- Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
- Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior to start of the Work.
- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.