

Dedicated to People Flow™



# KONE MODERNIZATION PROPOSAL

Proposal:  
Proposal Date:

112 State Street - Modernization  
08/12/2021



Commissioner David Latina  
Albany County Department of General Services  
112 State Street  
Albany, New York 12207

08/12/2021

**KONE Inc.**  
Elevators & Escalators

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Albany, NY, 12205  
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Work +15184640002  
andrew.dinovo@kone.com  
www.kone.us

Dear Commissioner Latina,

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment located at the following address for the amount of **\$2,698,074.35** (excl. tax):

112 State Street  
Albany, New York 12207

- This proposal is based on 2022 installation.
- This proposal is valid for (90) days.
- Anticipated downtime: 23 weeks per unit for modernization + 1 weeks for inspection.

Please know that we are available to assist you in coordinating the work by others as further described in our "Bid Attachment B". Should you have any questions or require additional information, please feel free to contact me directly.

We look forward to hearing from you and working together on this project.

Yours sincerely,

Andrew N. DiNovo, Sr. Sales Executive

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Appendix 1: KONE 24/7 Connected Services

Appendix 2: Clarifications

Appendix 3: Bid Attachment "A" / KONE Inc. General Terms and Conditions (Modernization)

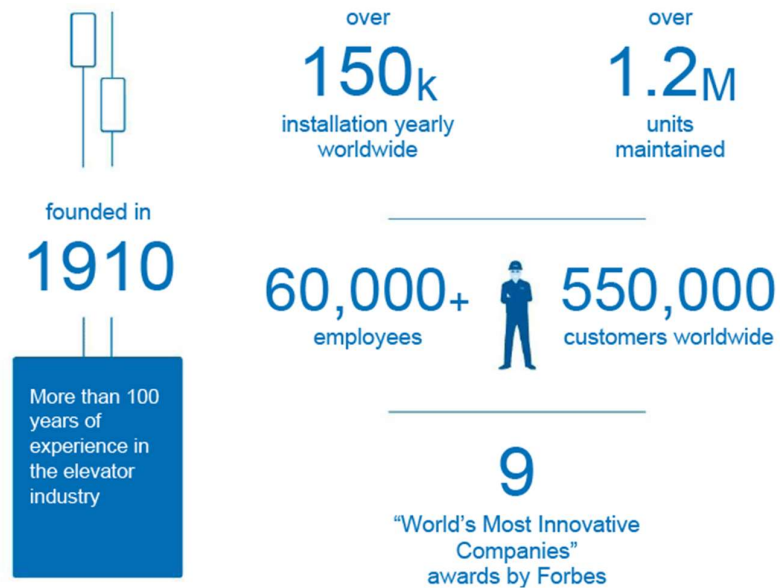
Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades

## 1. Why KONE?

### KONE in brief

KONE is a global leader in the elevator and escalator industry. Our mission is to make cities better places to live.

Our versatile product portfolio features a wide range of innovative products including elevators, escalators, autowalks, monitoring, access and destination control systems.



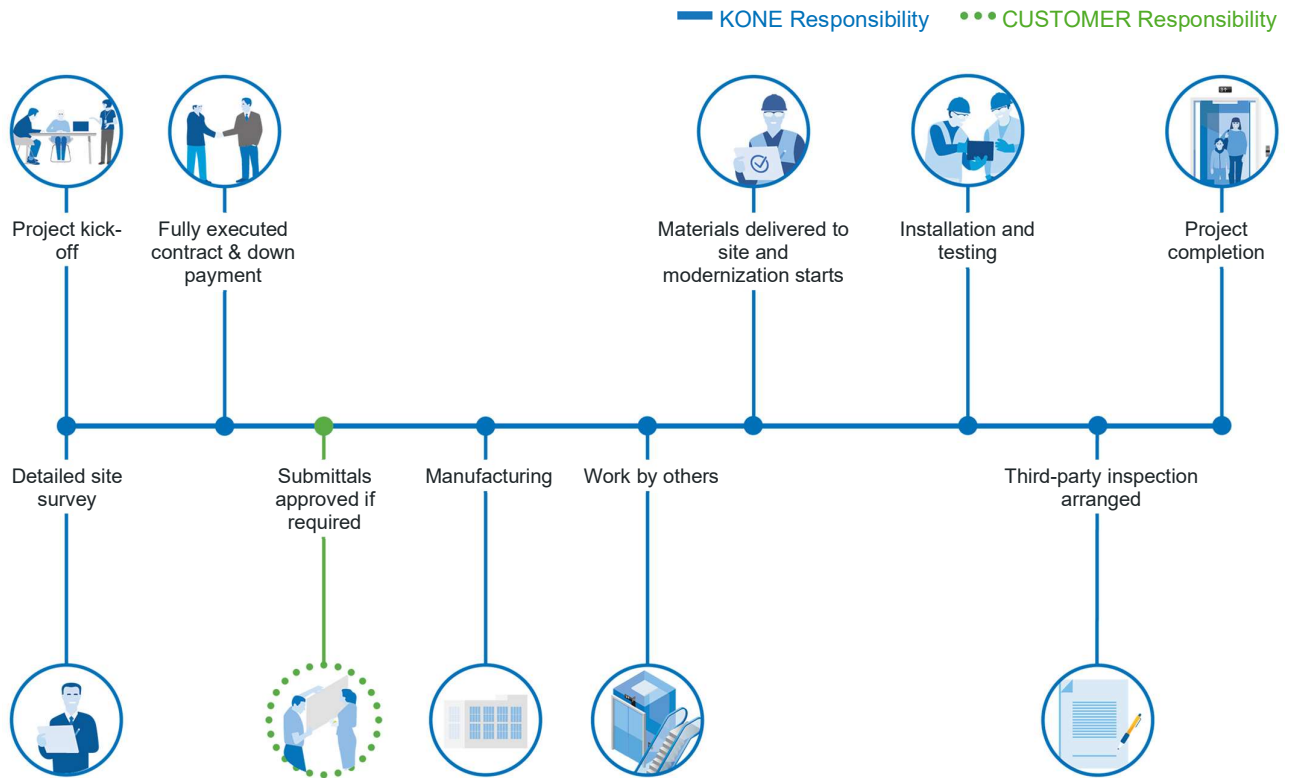
### Value for your project

KONE helps you to reduce operational costs, increase end-user satisfaction and value of your building by providing accessible and safe equipment through a professional and trouble-free modernization project.

- ✓ Increased user satisfaction/minimal disturbance to end-users
- ✓ Improved eco-efficiency, reduced energy consumption
- ✓ Improved safety according to latest standards

## 2. Ensuring your project success

### Project Overview



### Site Cornerstones

By ensuring that these cornerstones are in place you can ensure that your modernization project stays on schedule and that KONE technicians can perform their work quickly, safely, and with minimum disruption to building operations.

1

#### Site preparation requirements before materials arrive

- Loading and storage area of suitable size for materials, waste and waste storage, and tools
- Safe access route for new materials and materials being removed
- Access permissions and cards or other access devices for KONE technicians

2

#### Other works as agreed in the project plan, if not managed by KONE

- Please refer to Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades

### 3. Your solution

Rated load	2500 lbs
Rated speed	600 fpm
Travel height	139 ft 8 in
Number of floors	13 floors / 13 front openings / 0 rear opening

Rated load	2500 lbs
Rated speed	600 fpm
Travel height	153 ft 8 in
Number of floors	14 floors / 14 front openings / 0 rear opening

Rated load	2500 lbs
Rated speed	600 fpm
Travel height	139 ft 8 in
Number of floors	13 floors / 13 front openings / 0 rear opening

Rated load	2500 lbs
Rated speed	600 fpm
Travel height	139 ft 8 in
Number of floors	13 floors / 13 front openings / 0 rear opening

Rated load	2500 lbs
Rated speed	600 fpm
Travel height	153 ft 8 in
Number of floors	14 floors / 14 front openings / 0 rear opening

Rated load	2500 lbs
Rated speed	600 fpm
Travel height	139 ft 8 in
Number of floors	13 floors / 13 front openings / 0 rear opening

## Doors

### Door Panel(s)

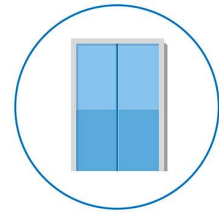
New door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 1/2 hour.

### 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.

### GAL Door Equipment

A new car door operator shall be installed and arranged to automatically open and close the car door panel. The opening and closing shall be made smoothly and shall be cushioned at both final limits of travel. The door operator shall be arranged so that, in the event of a power failure of the operating circuits, the car doors cannot be readily opened by hand from within the elevator cab. The elevator shall not be able to move away from a landing until the car door panel is fully closed. The car door shall be equipped with a contact, which will prevent operation of the car unless the car door is closed. The contact shall be of the approved type and tested as required by code.



## Electrification

### KONE ReSolve

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.

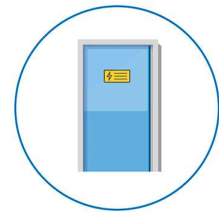
A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading.

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, troubleshooting, and adjusting without requiring the use of an outside service tool.

### Monitoring

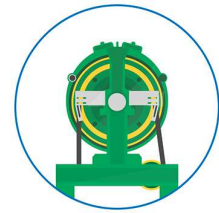
A monitoring system that will continuously monitor the elevator system operation shall be provided.



## Machine/motor

### 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.



## Shaft equipment

### Comp. Ropes & chains

New compensation (ropes or encapsulated chain) as required.

### Guide shoes

New roller guide assemblies shall be provided.

### 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.

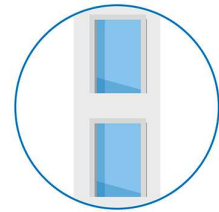
Upon activation of the safety switch, the switch will remain in the open position until manually reset. The governor will be accurately adjusted and sealed with tripping speed specified. Date tags indicating the test date will be applied.

### Traction 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.

### Governor Ropes

A new governor cable(s) compatible with the specifications for the new governor will be provided. The governor cable is to pass over the governor sheave and under a weighted tension device at the bottom of the hoist way. During normal operation of each elevator, the governor rope will run free and clear of the governor gripping jaws, cable guards and all other stationary parts. A metal tag will be attached to the top of the car-releasing carrier, giving the diameter, material of cable, and with date of cable installation. Tags will be attached in an approved manner.



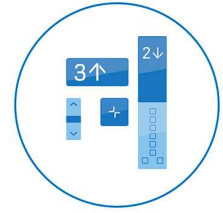


## Fixtures

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### Custom Fixtures

New signalization shall be provided as required.



## Solution details

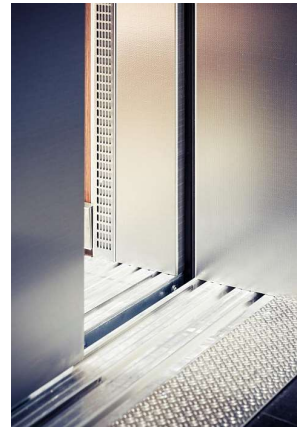
### Elevator / Solution 1

#### Doors

Product name	Door Panel(s)
Car panel finishing material	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.
Door type	Two speed side opening.



Product name	Curtain of Light
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.



Product name	GAL Door Equipment
Elevator group size	6, Six car group
NEMA rating (HW)	Hoistway rating is NEMA 1.
Car Hanger and Track	A new car hanger and track will be provided.
Door type	Two speed side opening.
Hatch Door Closer	New hatch door closers will be provided at the specified number of openings.
Hatch Door Drive and interlock	New hatch door drives and interlocks will be provided at the specified number of openings.
Interlock Mounting Brkt	No

## Electrification

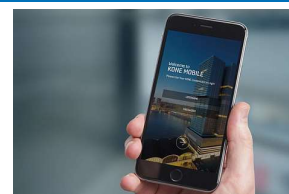
### Product name KONE ReSolve

Elevator group size	6, Six car group
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
Power supply voltage [v]	208
Emergency power	Emergency power operation has been included.
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of lobby/fire panels	1
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable.
Drive size	KDM90
Interim dispatching	KONE MDE 3000 interim dispatching shall be provided. MDE 3000 modernization interface system bridges the gap during the modernization process allowing new KONE controls and existing old controls to work in parallel. Calls are allocated first to modernized elevators. MDE 3000 enables owners, property managers and tenants the choice of KONE Destination prior to the first elevator being removed from service for modernization or after the first elevator has been completely modernized.
Loadweigh device	A loadweigh device will be provided which will continuously monitor the load in the elevator car. The loadweigh device provides information necessary for the Bypass Load Feature and the Overload Feature to operate. The loadweigh device is also used to provide pre-torquing so higher performance can be achieved.
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.



### Product name Monitoring

NEMA rating (MR)	Machine room rating is NEMA 1.
Qty of COPs	1
Monitoring type	KONE E-Link enables you to monitor your elevator and escalator 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 and escalators in our building. KONE E-Link can be utilized as a standalone supervisory tool to enhance the management of virtually any type of installations, new or existing.



## Machine/motor

### Product name MX Machines

Elevator group size	6, Six car group
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine/overhead beams	No



## Shaft equipment

### Product name Comp. Ropes & chains

New roping ratio	1:1
Compensation type	New Whisper-Flex style compensation will be provided to ensure proper counter balance in accordance with application criteria.
Compensation quantity	2
Guidance system	Yes
Hoist cable diameter	13 mm
Qty of hoist cables	6

### Product name Guide shoes

Car guide dust covers	Yes
Car guide shoes adapters	Yes
Car guide shoe type	Elsco Express 6 (Roller)
Counterweight guide shoes adapters	Yes
Cwt guide dust covers	Yes
Counterweight guide shoe type	Elsco A (Roller)

### Product name Governor

NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Type of governor(s)	Car
Tension weight	For car

Product name	Traction Ropes
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New roping ratio	1:1
Hoist cable diameter	13 mm
Qty of hoist cables	6
Machine Room Location	Overhead
Shackles	New shackles will be provided.



Product name	Governor Ropes
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Governor rope	A new traction steel governor rope of appropriate size to ensure proper operation will be provided. As a minimum, the governor rope will comply with the factor of safety requirements of the ASME A17.1 safety code for elevators.
Governor rope diameter	1/2 in

### Fixtures


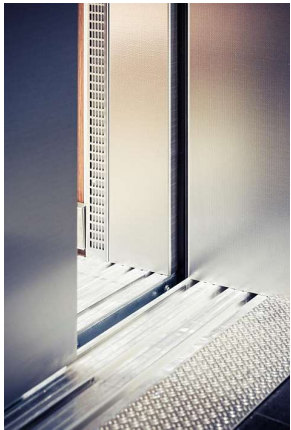
Product name	Custom Fixtures
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Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of new hall stations	12
Qty of retained hall stations	0
Qty of hall call lockout switches	0
Qty of new hall lanterns	12
Qty of new hall lantern/position indicator combos	1
Qty of retained hall lantern/position indicator combos	0
Qty of retained hall lanterns	0
Qty of new hall position indicators	0
Qty of retained hall position indicators	0
Qty of car direction lanterns	0
Qty of lobby/fire panels	1
Qty of retained lobby/fire panels	0
Qty of car call lockouts	0
Qty of hoistway access switches	2



## Elevator / Solution 1

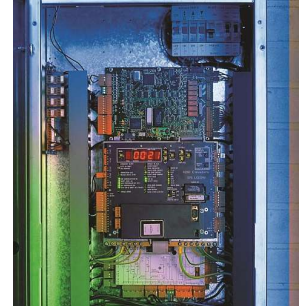
### Doors

Product name	Door Panel(s)	
Car panel finishing material	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.	
Door type	Two speed side opening.	
Product name	Curtain of Light	
Code year	2016	
NEMA rating (HW)	Hoistway rating is NEMA 1.	
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.	
Product name	GAL Door Equipment	
Elevator group size	6, Six car group	
NEMA rating (HW)	Hoistway rating is NEMA 1.	
Car Hanger and Track	A new car hanger and track will be provided.	
Door type	Two speed side opening.	
Hatch Door Closer	New hatch door closers will be provided at the specified number of openings.	
Hatch Door Drive and interlock	New hatch door drives and interlocks will be provided at the specified number of openings.	
Interlock Mounting Brkt	No	

## Electrification

### Product name KONE ReSolve

Elevator group size	6, Six car group
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
Power supply voltage [v]	208
Emergency power	Emergency power operation has been included.
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of lobby/fire panels	1
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable.
Drive size	KDM90
Loadweigh device	A loadweigh device will be provided which will continuously monitor the load in the elevator car. The loadweigh 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.
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.



## Machine/motor

### Product name MX Machines

Elevator group size	6, Six car group
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine/overhead beams	No





## Shaft equipment

### Product name      Comp. Ropes & chains

New roping ratio	1:1
Compensation type	New Whisper-Flex style compensation will be provided to ensure proper counter balance in accordance with application criteria.
Compensation quantity	2
Guidance system	Yes
Hoist cable diameter	13 mm
Qty of hoist cables	6

### Product name      Guide shoes

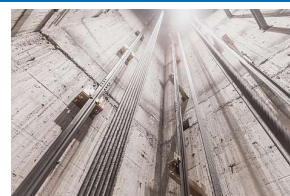
Car guide dust covers	Yes
Car guide shoes adapters	Yes
Car guide shoe type	Elsco Express 6 (Roller)
Counterweight guide shoes adapters	Yes
Cwt guide dust covers	Yes
Counterweight guide shoe type	Elsco A (Roller)

### Product name      Governor

NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Type of governor(s)	Car
Tension weight	For car

### Product name      Traction Ropes

New roping ratio	1:1
Hoist cable diameter	13 mm
Qty of hoist cables	6
Machine Room Location	Overhead
Shackles	New shackles will be provided.



### Product name      Governor Ropes


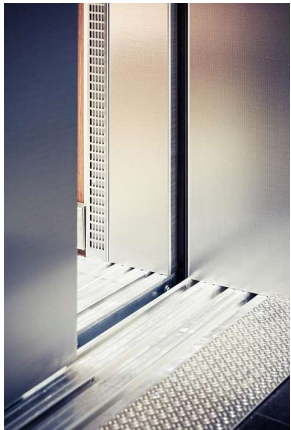
Governor rope	A new traction steel governor rope of appropriate size to ensure proper operation will be provided. As a minimum, the governor rope will comply with the factor of safety requirements of the ASME A17.1 safety code for elevators.
Governor rope diameter	1/2 in

## Fixtures

Product name	Custom Fixtures
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of new hall stations	14
Qty of retained hall stations	0
Qty of hall call lockout switches	0
Qty of new hall lanterns	13
Qty of new hall lantern/position indicator combos	1
Qty of retained hall lantern/position indicator combos	0
Qty of retained hall lanterns	0
Qty of new hall position indicators	0
Qty of retained hall position indicators	0
Qty of car direction lanterns	0
Qty of lobby/fire panels	1
Qty of retained lobby/fire panels	0
Qty of car call lockouts	0
Qty of hoistway access switches	2

## Elevator / Solution 1

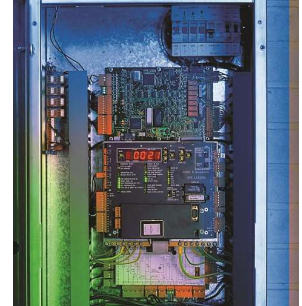
### Doors

Product name	Door Panel(s)	
Car panel finishing material	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.	
Door type	Two speed side opening.	
Product name	Curtain of Light	
Code year	2016	
NEMA rating (HW)	Hoistway rating is NEMA 1.	
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.	
Product name	GAL Door Equipment	
Elevator group size	6, Six car group	
NEMA rating (HW)	Hoistway rating is NEMA 1.	
Car Hanger and Track	A new car hanger and track will be provided.	
Door type	Two speed side opening.	
Hatch Door Closer	New hatch door closers will be provided at the specified number of openings.	
Hatch Door Drive and interlock	New hatch door drives and interlocks will be provided at the specified number of openings.	
Interlock Mounting Brkt	No	

## Electrification

### Product name KONE ReSolve

Elevator group size	6, Six car group
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
Power supply voltage [v]	208
Emergency power	Emergency power operation has been included.
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of lobby/fire panels	1
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable.
Drive size	KDM90
Loadweigh device	A loadweigh device will be provided which will continuously monitor the load in the elevator car. The loadweigh 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.
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.



## Machine/motor

### Product name MX Machines

Elevator group size	6, Six car group
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine/overhead beams	No



## Shaft equipment

### Product name      Comp. Ropes & chains

New roping ratio	1:1
Compensation type	New Whisper-Flex style compensation will be provided to ensure proper counter balance in accordance with application criteria.
Compensation quantity	2
Guidance system	Yes
Hoist cable diameter	13 mm
Qty of hoist cables	6

### Product name      Guide shoes

Car guide dust covers	Yes
Car guide shoes adapters	Yes
Car guide shoe type	Elsco Express 6 (Roller)
Counterweight guide shoes adapters	Yes
Cwt guide dust covers	Yes
Counterweight guide shoe type	Elsco A (Roller)

### Product name      Governor

NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Type of governor(s)	Car
Tension weight	For car

### Product name      Traction Ropes

New roping ratio	1:1
Hoist cable diameter	13 mm
Qty of hoist cables	6
Machine Room Location	Overhead
Shackles	New shackles will be provided.



### Product name      Governor Ropes


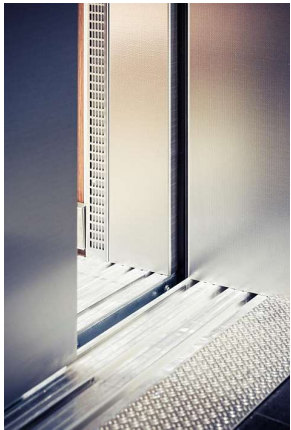
Governor rope	A new traction steel governor rope of appropriate size to ensure proper operation will be provided. As a minimum, the governor rope will comply with the factor of safety requirements of the ASME A17.1 safety code for elevators.
Governor rope diameter	1/2 in

## Fixtures

Product name	Custom Fixtures
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of new hall stations	13
Qty of retained hall stations	0
Qty of hall call lockout switches	0
Qty of new hall lanterns	12
Qty of new hall lantern/position indicator combos	1
Qty of retained hall lantern/position indicator combos	0
Qty of retained hall lanterns	0
Qty of new hall position indicators	0
Qty of retained hall position indicators	0
Qty of car direction lanterns	0
Qty of lobby/fire panels	1
Qty of retained lobby/fire panels	0
Qty of car call lockouts	0
Qty of hoistway access switches	2

## Elevator / Solution 1

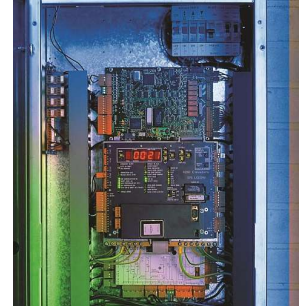
### Doors

Product name	Door Panel(s)	
Car panel finishing material	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.	
Door type	Two speed side opening.	
Product name	Curtain of Light	
Code year	2016	
NEMA rating (HW)	Hoistway rating is NEMA 1.	
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.	
Product name	GAL Door Equipment	
Elevator group size	6, Six car group	
NEMA rating (HW)	Hoistway rating is NEMA 1.	
Car Hanger and Track	A new car hanger and track will be provided.	
Door type	Two speed side opening.	
Hatch Door Closer	New hatch door closers will be provided at the specified number of openings.	
Hatch Door Drive and interlock	New hatch door drives and interlocks will be provided at the specified number of openings.	
Interlock Mounting Brkt	No	

## Electrification

### Product name KONE ReSolve

Elevator group size	6, Six car group
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
Power supply voltage [v]	208
Emergency power	Emergency power operation has been included.
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of lobby/fire panels	1
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable.
Drive size	KDM90
Loadweigh device	A loadweigh device will be provided which will continuously monitor the load in the elevator car. The loadweigh 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.
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.



## Machine/motor

### Product name MX Machines

Elevator group size	6, Six car group
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine/overhead beams	No





## Shaft equipment

### Product name      Comp. Ropes & chains

New roping ratio	1:1
Compensation type	New Whisper-Flex style compensation will be provided to ensure proper counter balance in accordance with application criteria.
Compensation quantity	2
Guidance system	Yes
Hoist cable diameter	13 mm
Qty of hoist cables	6

### Product name      Guide shoes

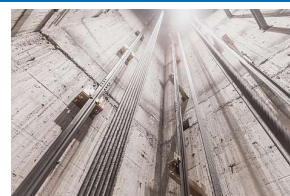
Car guide dust covers	Yes
Car guide shoes adapters	Yes
Car guide shoe type	Elsco Express 6 (Roller)
Counterweight guide shoes adapters	Yes
Cwt guide dust covers	Yes
Counterweight guide shoe type	Elsco A (Roller)

### Product name      Governor

NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Type of governor(s)	Car
Tension weight	For car

### Product name      Traction Ropes

New roping ratio	1:1
Hoist cable diameter	13 mm
Qty of hoist cables	6
Machine Room Location	Overhead
Shackles	New shackles will be provided.



### Product name      Governor Ropes


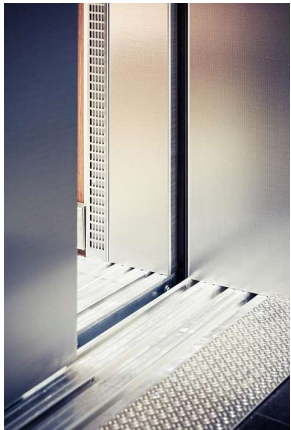
Governor rope	A new traction steel governor rope of appropriate size to ensure proper operation will be provided. As a minimum, the governor rope will comply with the factor of safety requirements of the ASME A17.1 safety code for elevators.
Governor rope diameter	1/2 in

## Fixtures

Product name	Custom Fixtures
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of new hall stations	13
Qty of retained hall stations	0
Qty of hall call lockout switches	0
Qty of new hall lanterns	12
Qty of new hall lantern/position indicator combos	1
Qty of retained hall lantern/position indicator combos	0
Qty of retained hall lanterns	0
Qty of new hall position indicators	0
Qty of retained hall position indicators	0
Qty of car direction lanterns	0
Qty of lobby/fire panels	1
Qty of retained lobby/fire panels	0
Qty of car call lockouts	0
Qty of hoistway access switches	2

## Elevator / Solution 1

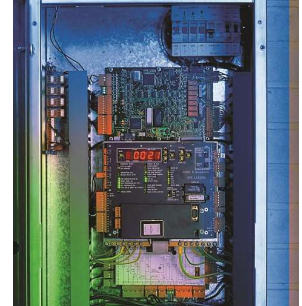
### Doors

Product name	Door Panel(s)	
Car panel finishing material	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.	
Door type	Two speed side opening.	
Product name	Curtain of Light	
Code year	2016	
NEMA rating (HW)	Hoistway rating is NEMA 1.	
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.	
Product name	GAL Door Equipment	
Elevator group size	6, Six car group	
NEMA rating (HW)	Hoistway rating is NEMA 1.	
Car Hanger and Track	A new car hanger and track will be provided.	
Door type	Two speed side opening.	
Hatch Door Closer	New hatch door closers will be provided at the specified number of openings.	
Hatch Door Drive and interlock	New hatch door drives and interlocks will be provided at the specified number of openings.	
Interlock Mounting Brkt	No	

## Electrification

### Product name KONE ReSolve

Elevator group size	6, Six car group
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
Power supply voltage [v]	208
Emergency power	Emergency power operation has been included.
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of lobby/fire panels	1
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable.
Drive size	KDM90
Loadweigh device	A loadweigh device will be provided which will continuously monitor the load in the elevator car. The loadweigh 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.
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.



## Machine/motor

### Product name MX Machines

Elevator group size	6, Six car group
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine/overhead beams	No



## Shaft equipment

### Product name      Comp. Ropes & chains

New roping ratio	1:1
Compensation type	New Whisper-Flex style compensation will be provided to ensure proper counter balance in accordance with application criteria.
Compensation quantity	2
Guidance system	Yes
Hoist cable diameter	13 mm
Qty of hoist cables	6

### Product name      Guide shoes

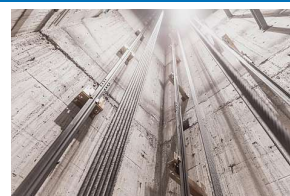
Car guide dust covers	Yes
Car guide shoes adapters	Yes
Car guide shoe type	Elsco Express 6 (Roller)
Counterweight guide shoes adapters	Yes
Cwt guide dust covers	Yes
Counterweight guide shoe type	Elsco A (Roller)

### Product name      Governor

NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Type of governor(s)	Car
Tension weight	For car

### Product name      Traction Ropes

New roping ratio	1:1
Hoist cable diameter	13 mm
Qty of hoist cables	6
Machine Room Location	Overhead
Shackles	New shackles will be provided.



### Product name      Governor Ropes


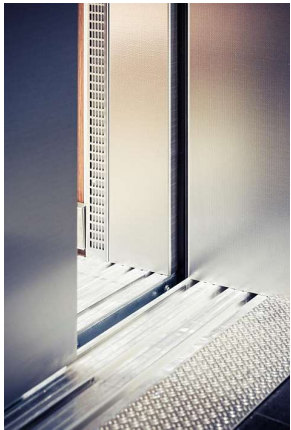
Governor rope	A new traction steel governor rope of appropriate size to ensure proper operation will be provided. As a minimum, the governor rope will comply with the factor of safety requirements of the ASME A17.1 safety code for elevators.
Governor rope diameter	1/2 in

## Fixtures

Product name	Custom Fixtures
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of new hall stations	13
Qty of retained hall stations	0
Qty of hall call lockout switches	0
Qty of new hall lanterns	13
Qty of new hall lantern/position indicator combos	1
Qty of retained hall lantern/position indicator combos	0
Qty of retained hall lanterns	0
Qty of new hall position indicators	0
Qty of retained hall position indicators	0
Qty of car direction lanterns	0
Qty of lobby/fire panels	1
Qty of retained lobby/fire panels	0
Qty of car call lockouts	0
Qty of hoistway access switches	2

## Elevator / Solution 1

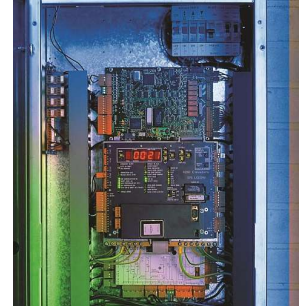
### Doors

Product name	Door Panel(s)	
Car panel finishing material	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.	
Door type	Two speed side opening.	
Product name	Curtain of Light	
Code year	2016	
NEMA rating (HW)	Hoistway rating is NEMA 1.	
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.	
Product name	GAL Door Equipment	
Elevator group size	6, Six car group	
NEMA rating (HW)	Hoistway rating is NEMA 1.	
Car Hanger and Track	A new car hanger and track will be provided.	
Door type	Two speed side opening.	
Hatch Door Closer	New hatch door closers will be provided at the specified number of openings.	
Hatch Door Drive and interlock	New hatch door drives and interlocks will be provided at the specified number of openings.	
Interlock Mounting Brkt	No	

## Electrification

### Product name KONE ReSolve

Elevator group size	6, Six car group
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
Power supply voltage [v]	208
Emergency power	Emergency power operation has been included.
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of lobby/fire panels	1
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable.
Drive size	KDM90
Loadweigh device	A loadweigh device will be provided which will continuously monitor the load in the elevator car. The loadweigh 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.
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.



## Machine/motor

### Product name MX Machines

Elevator group size	6, Six car group
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine/overhead beams	No





## Shaft equipment

### Product name      Comp. Ropes & chains

New roping ratio	1:1
Compensation type	New Whisper-Flex style compensation will be provided to ensure proper counter balance in accordance with application criteria.
Compensation quantity	2
Guidance system	Yes
Hoist cable diameter	13 mm
Qty of hoist cables	6

### Product name      Guide shoes

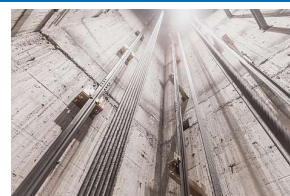
Car guide dust covers	Yes
Car guide shoes adapters	Yes
Car guide shoe type	Elsco Express 6 (Roller)
Counterweight guide shoes adapters	Yes
Cwt guide dust covers	Yes
Counterweight guide shoe type	Elsco A (Roller)

### Product name      Governor

NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Type of governor(s)	Car
Tension weight	For car

### Product name      Traction Ropes

New roping ratio	1:1
Hoist cable diameter	13 mm
Qty of hoist cables	6
Machine Room Location	Overhead
Shackles	New shackles will be provided.



### Product name      Governor Ropes

Governor rope	A new traction steel governor rope of appropriate size to ensure proper operation will be provided. As a minimum, the governor rope will comply with the factor of safety requirements of the ASME A17.1 safety code for elevators.
Governor rope diameter	1/2 in

## Fixtures

Product name	Custom Fixtures
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of new hall stations	13
Qty of retained hall stations	0
Qty of hall call lockout switches	0
Qty of new hall lanterns	12
Qty of new hall lantern/position indicator combos	1
Qty of retained hall lantern/position indicator combos	0
Qty of retained hall lanterns	0
Qty of new hall position indicators	0
Qty of retained hall position indicators	0
Qty of car direction lanterns	0
Qty of lobby/fire panels	1
Qty of retained lobby/fire panels	0
Qty of car call lockouts	0
Qty of hoistway access switches	2

## 4. Commercial Offer

### Project notes

This project includes a new Cab Interior allowance of \$25,000.00 per elevator cab and interior and ceiling will be selected by Albany County's representative. The site preparation responsibilities and storage of materials will be coordinated with the Albany County representative.

### Handover date

Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is **20 weeks** from order receipt, deposit and approval of drawings. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

### Downtime period

Approximately 23 weeks per unit. It is expected that KONE will coordinate the project consisting of 2 elevators at a time. Upon successful final acceptance turnover, then the next 2 will begin, etc..

### Warranty/maintenance

Our Proposal includes 12 months of KONE standard maintenance with KONE 24/7 Connected Services, including regular callback service.

Under no circumstances shall indicators or predictions from KONE 24/7 Connected Services be cause for immediate services. They shall be addressed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE. The remote monitoring devices are provided to the Customer as part of the Services. Customer gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment. Customer has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.

The Product Warranty is specified in Bid Attachment A. Installation by KONE of any parts covered under the Product Warranty on parts will only occur while KONE maintains an active maintenance contract. The Product Warranty and Warranty Maintenance commences on the date of acceptance set forth in the Uniform Final Acceptance Form. For long-term reliability, a continuing maintenance agreement is necessary. This Proposal is conditioned upon KONE receiving a ten (10) year KONE Extended Warranty maintenance contract from ownership prior to the date of acceptance set forth in the Uniform Final Acceptance Form.

## Pricing



Equipment	Shaft equipment	Fixtures	Machine/motor	Doors	Electrification	Price (\$)
Elevator: Solution 1	•	•	•	•	•	\$ 489,841.98
Elevator: Solution 1	•	•	•	•	•	\$ 446,196.35
Elevator: Solution 1	•	•	•	•	•	\$ 438,613.22
Elevator: Solution 1	•	•	•	•	•	\$ 438,613.22
Elevator: Solution 1	•	•	•	•	•	\$ 446,196.35
Elevator: Solution 1	•	•	•	•	•	\$ 438,613.22

**Total Sales Price, net excluding TAX      \$ 2,698,074.35**

## Additional Options for your Consideration

Alternates	Price excl. tax
Alternate 1	\$X,XXX.XX
Alternate 2	\$X,XXX.XX
Alternate 3	\$X,XXX.XX
Alternate 4	\$X,XXX.XX

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.

### Exhibit 4

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

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



## 5. Tender Approval

### KONE

Andrew Dinovo  
25 Post Road  
Albany, NY, 12205  
andrew.dinovo@kone.com

### Owner/Representative

Commissioner David Latina  
ALBANY COUNTY  
112 State Street  
Albany, New York 12207

Submitted by:

Andrew Dinovo  
Sales Executive  
08/12/2021

We accept the offer constituted by this proposal (total sales price of \$2,698,074.35) and agree to the conditions contained therein.

Approved by Customer

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Printed name: \_\_\_\_\_  
Title:  
Company name:  
Date:

## Appendix 1: KONE 24/7 Connected Services

### KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind



In addition to a quality modernization project, we would be excited to discuss KONE 24/7 Connected Services with you and the continuing benefits KONE could bring to your business. KONE is leading the industry with KONE 24/7 Connected Services using the latest intelligent elevator technology allowing us to predict issues and take action before a shutdown occurs. Predictive maintenance allows fewer shutdowns, less call-outs, and improved up-time of equipment - all leading to a better user experience!



Read more at  
[kone.us/connected](https://kone.us/connected)

## Appendix 2: Clarifications

1. Contract terms between KONE Inc. and Purchaser shall be based on our Proposal and Attachments "A" and "B".
2. 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 Purchaser's responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
3. Existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.
10. For hydraulic elevators, we can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the new hydraulic cylinder assembly is based on encountering soil free of rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, additional time above or beyond the working days estimated to complete this project may be required. We will proceed with this portion of the project on a time and material basis, based on our normal billing rates.
11. Proposed solution is subject to a complete engineering review by KONE engineering team to confirm feasibility of products proposed. Additional charges may apply for work not included, but required to meet system requirements. Additional charges for this work (if applicable) shall be mutually agreed upon.



## Appendix 3: Bid Attachment “A” / KONE Inc. General Terms and Conditions (Modernization)

### 1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the “Proposal”).

### 2. SPECIAL PURCHASING REQUIREMENTS

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

### 3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within the period stated in the Bid Letter or, when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter (“Equipment”), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE’s letter specifying the ship date (“Ship Date Letter”) signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

### 4. PAYMENT TERMS

Payment of the total Price is due within 30 days from invoice date, as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys’ fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first. If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

### 5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE’s scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects identical to those pre-existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements (“Site Requirements”), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE’s materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation.

KONE’s site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE’s site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.

KONE’s work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE’s standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE’s control, Customer shall store the Equipment at Customer’s cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization. KONE shall not be required to perform overtime or any Customer directed change to its work (“Extra Work”) without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE’s right to seek payment for Extra Work performed.

KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in-place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages.



Additionally, the Customer is solely responsible for ensuring that the equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades.

#### **6. TEMPORARY USE**

Temporary use of certain types of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

#### **7. HAZARDOUS MATERIALS**

KONE's work shall not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Customer's sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE's Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

#### **8. TITLE AND RISK TO EQUIPMENT**

Title to and ownership of all Equipment intended for incorporation in KONE's work, whether installed or stored on or off site, shall remain with KONE until final payment is made and, in the case of suspension or termination for non-payment, the parties agree that KONE may retake possession and remove any or all of KONE's works, Equipment or apparatus without material damage to the property and irrespective of the manner in which the same is attached or affixed. Risk of loss in KONE's work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE's expense.

#### **9. TURNOVER**

Prior to turnover, KONE must receive a final punch list. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manuals with CD-ROMs in electronic format, if applicable, upon execution of the Uniform Final Acceptance. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

#### **10. DELAY**

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

#### **11. LIMITED WARRANTY**

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor.

#### **12. INDEMNIFICATION**

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use ("Claims") due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

#### **13. INTELLECTUAL PROPERTY**

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent. KONE shall not provide any information such as KONE's internal manuals, manufacturing drawings, source codes, or other proprietary and confidential information, all of which are excluded from the Proposal.



#### **14. INSURANCE**

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs, insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. The insurance requirements contained in the wrap up insurance program's manual shall govern as the only insurance requirements for this Project. In the event that the wrap up insurance program is terminated before completion of KONE's Work, KONE will provide its standard insurance certificates which shall satisfy the insurance requirements for this Project. This shall apply to the project specific Wrap Up Insurance Program's Manual and any applicable enrollment documents. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

#### **15. LIMITATION OF LIABILITY**

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

#### **16. CONCEALED OR UNKNOWN CONDITIONS**

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

#### **17. TECHNICAL SURVEY**

KONE's Price and obligations under this Proposal are subject to a technical survey to be performed on Customer's existing units within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer shall immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the unit. If additional work is necessary, KONE shall provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Proposal/contract without penalty.

#### **18. TERMINATION**

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

#### **19. GOVERNING LAW AND DISPUTE RESOLUTION**

The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

#### **20. 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.

#### **21. MISCELLANEOUS**

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.

## Appendix 4: 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:

### 1. 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.
- Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for KONE 24/7 Emergency Communications, when specified. Must include the means to disconnect each service and lock-off in the “open” position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).

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.

### 2. 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.

### 3. 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.

### 4. 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.

## 5. 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.

## 6. 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.

## 7. 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.

## 8. 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.