



## **ADDENDUM No. II**

**SUBJECT:** Request for Offer – HENRY B. GONZALEZ CONVENTION CENTER (HBGCC) ESCALATORS & ELEVATORS UPGRADE AND REPLACEMENT

**RFO#:** 6100017675

**FROM:** Jonathan Miranda, Procurement Administrator

**DATE:** December 20, 2023

### **THIS NOTICE SHALL SERVE AS ADDENDUM NO. II – TO THE ABOVE REFERENCED REQUEST FOR OFFERS**

This addendum is separated into sections for convenience; however, all Respondents, and other parties shall be responsible for reading the entire addendum. The failure to list an item or items in all affected sections of this addendum does not relieve any party affected from performing as per instructions, providing that the information is set forth one time any place in this addendum. These documents shall be attached to and become part of the Contract Documents for this project. The Respondent shall be required to acknowledge the receipt of this addendum.

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1. The following changes and/or additions to the Contract Documents, via this addendum, shall apply to submittals made for and to the execution of the various parts of the work affected thereby.
2. Careful note of the addendum shall be taken by all interested parties and all trades affected shall be fully advised in their performance of the work involved.

#### **CHANGES TO RFO:**

##### **1. REVISED RFO ATTACHED TO THIS ADDENDUM**

##### **2. REVISIONS TO CONSULTANT'S DOCUMENTS (SPECIFICATIONS, PLANS, ETC.):**

- a. **ADDED:** 004- Specifications/Scope of Work, 4.2.2 Other Optional Features, 4.2.3 Maintenance Service, 4.2.4 Delivery, Storage and Handling, 4.2.5 Escalator Preparatory Work, 4.2.6 Modernization Preparatory work, and 4.2.7 Project Clarification has been added.
- b. **ADDED:** 004- Specifications/Scope of Work, 4.4.1 Solution Details and 4.4.2 Commercial Offer has been added.

END OF ADDENDUM No. II

*Jonathan Miranda*

Jonathan Miranda  
Procurement Administrator  
Finance Department – Procurement Division

**CITY OF SAN ANTONIO**  
*Finance Department – Procurement Division*



FORMAL REQUEST FOR OFFER (“RFO”) NO.: 6100017675

HENRY B. GONZALEZ CONVENTION CENTER (HBGCC) ESCALATORS &  
ELEVATORS UPGRADE AND REPLACEMENT

Date Issued: DECEMBER 12, 2023.

RESPONSES MUST BE RECEIVED **NO LATER THAN:**

**10:00 A.M., CENTRAL TIME, DECEMBER 22, 2023.**

**Responses may be submitted by any of the following means:**

**Electronic submission through the Portal**

**Electronic submission by e-mail**

Bid Bond: None      Performance Bond: Yes      Payment Bond: Yes      Other: None

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None      DBE / ACDBE Requirements: None

See Instructions for Bidders and Attachments sections for more information on these requirements.

Pre-Submittal Conference \* NO

Staff Contact Person: David Rios  
Procurement Manager  
City of San Antonio  
Finance Department  
[david.rios@sanantonio.gov](mailto:david.rios@sanantonio.gov)

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## 003 - INSTRUCTIONS FOR OFFERORS

### Submission of Offers.

Submission of Electronic Offers Through the Portal. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Submission of Offers by Email. Submit one document by email to the Staff Contact Person, by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers and submitted in the same manner as original offers. For offers submitted by email, provide a cover letter with the offer, indicating it is a modified offer and that the original offer is being withdrawn. For electronic offers submitted through the portal, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Offers sent by email must be a PDF document reflecting a manual signature.

For offers submitted through the portal, Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true, and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date, and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for offer(s) submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date, and price schedule. These price lists are subject to approval of the City Finance Department-Purchasing Division.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

### Restrictions on Communication.

Offers are prohibited from communicating with 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by offeror. Violation of this provision by offeror and/or its agent may lead to disqualification of Offeror's offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before calendar 4 days prior to the date offers are due . Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at SBEDAdocs@sanantonio.gov. This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.

### Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre- Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

### Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

## Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

## Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions, and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information

deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer.

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive, or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30-day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10-day time period.

#### Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity.
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of the City.

Unfair Advancement of Private Interests. Pricing and discounts contained in this contract are for use by City departments conducting City business. City employees may not use their positions to obtain special treatment or prices that are not available to the general public.

#### Conflict of Interest

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/forms/conflict/>

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together by mail to the Office of the City Clerk. Please mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295>

**Print your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert “City of San Antonio”. Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).**

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the “Business entity”.)

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

“Intermediary,” for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.1 SCOPE OF SERVICE

The City of San Antonio is requesting an offer for the Modernization of ten (10) Escalators, Replacement of five (5) Escalators, and Modernization of five (5) Hydraulic Elevators at the Henry B. Gonzalez Convention Center. This contract will assist with the elimination of maintenance issues and ensure the safety of operations at the Convention Center and to those visiting and utilizing its services daily.

### 4.2 SPECIFICATIONS FOR MODERNIZATION OF TEN (10) ESCALATORS:

#### 4.2.1 Offered Components

##### **Truss**

The existing truss shall be reused. The following work shall be performed:

1. Upper and Lower End
  - a. Removal of track and support brackets.
  - b. Removal of access cover support plates.
  - c. Removal of selected truss cross members.
  - d. Removal of handrail support return brackets.
2. Incline
  - a. Removal of top and return track
  - b. Removal of handrail return brackets.
  - c. Modification to truss cross members.
3. Clean down of the existing truss removing all remnants of oil, grease, lint, dirt, and debris from the unit.
4. Inspection/analysis of the existing welds, rivets, and overall structure.

##### **Isolation Mounting**

Existing isolation mounting shall be reused.

##### **Upper, Lower, and Incline Modules**

Upper, lower, and incline modules shall be designed and fabricated for installation into the existing truss.

1. **The upper end module** shall include the drive machine, track sub-assemblies, and truss interface components. The track sub-assemblies shall be welded steel plate construction. The left and right hand plates shall be connected by structural steel tube cross members. The following components shall be directly mounted to the upper end module: top and return curve track; step guidance system; handrail guidance system; skirts and support brackets; access cover and comb plate support angles; safety devices and associated mounting brackets, including skirt switches, missing step detector, step out of level detector, and handrail speed sensors.

##### **A) Drive machine:**

A totally enclosed, planetary geared machine specially designed for this service shall be furnished. It shall include a drive motor and electro-magnetic brake. The machine shall be mounted in the upper end module to truss interface brackets and integrally attached to the track sub-assembly plates and be connected by direct drive to the step drive sprocket. An output shaft shall be provided to directly drive the handrail. The drive machine shall be designed to substantially match speeds of the step band and handrails. Lubrication of the gears and bearings shall be by synthetic based oil bath.

##### **B) Motor:**

The escalator(s) shall be equipped with a motor designed for escalator service. The motor shall be of TEFC design, ball bearing type, integrally and horizontally mounted to the drive machine. The

motor shall be flange mounted to the main drive gear case and torsionally connected to the gearbox. Driving motor and motor switchgear shall be designed to provide a smooth start, which shall prevent undue strain on drive components. The motor shall be of sufficient size to operate the escalator at a minimum of code-rated load, ascending without exceeding the rated horsepower.

Each escalator shall be provided with a permanent magnet ceramic brake, located on the high speed shaft which, when activated, shall stop the escalator as required by Code, upon activation of a stop button, safety device, or loss of power.

All escalators shall be provided based upon a 264 lb. step loading. Drive, motor, brake, chain, and all related components shall be designed in accordance with this rating.

**C) Permanent magnet ceramic brake:**

A load compensating brake system shall be installed. The brake shall be capable of automatically stopping the escalator quickly but gradually and shall hold the escalator stationary under full load whenever the power is interrupted. The brake shall be "fail safe" and electrically released. The system shall continually adjust brake torque to maintain a relatively constant deceleration independent of the load. The brake shall not cause the escalator to come to an abrupt stop. It shall be designed to meet ASME A17.1 Code deceleration requirements without adjustment.

**D) Upper reversing station:**

The Upper reversing station and drive shall include a precision-machined step chain sprocket mounted on the machine output shaft and rotating on bearings.

2. **The lower end module** shall include the reversing station, track sub-assemblies, and truss interface components. The track sub-assemblies shall be welded steel plate construction. The left and right hand plates shall be connected by structural steel tube cross members. The following components shall be directly mounted to the lower end module: top and return curve track; step guidance system; handrail guidance system; skirts and support brackets; access cover and comb plate support angles; safety devices and associated mounting brackets, including skirt switches, missing step detector, step out of level detector, and step up-thrust device.

**A) Lower reversing station**

The lower reversing station shall consist of a machined floating track system designed to maintain tension on the step chain by use of springs. It shall maintain uniform chain tension and shall detect movement of the carriage through the activation of a safety switch.

3. **Incline modules.** Modular multi-purpose stanchion assemblies shall be installed on the incline of the existing truss. These incline support stanchions shall be fabricated of steel and mounted to the existing truss. They shall be designed to support all incline track sections and handrail guide components as part of the complete step band. These stanchions shall be pre-assembled and fixtured to set track spacing, as well as step and handrail guidance components, prior to installation into the existing truss.

## **Step Bands**

1. **A step guidance system** shall be provided to control the movement of the steps both horizontally and vertically. Each step shall be provided with horizontal guide pads, which shall guide the steps throughout their travel, in combination with a continuous guide profile installed in the area of the escalators open to passengers. A17.1 Code Step/Skirt Performance Index requirements shall be met without the need for skirt deflector brushes.
2. **Step chain:** The step band shall consist of consecutively running steps powered and spaced with a chain designed for long life and quiet operation. The step chain shall properly mesh with the main drive sprockets and lower reversing station castings. The chain shall be an engineering class roller chain, manufactured to close tolerances, from high quality material with heat-treated bushings, pins, and link plates.

The escalators shall be designed using lubrication-free chain. The chain shall be designed to reduce oil use and life cycle costs.

3. **The steps** shall be formed from one-piece die cast aluminum with closely spaced tread and riser cleats. Step rollers shall rotate on sealed ball bearings. The step shall be connected to the chain by a pin and bushing. Vertical curved step risers shall be furnished with vertical cleats arranged to pass between the cleats of the tread on the adjacent step to form an inter-meshing unit with minimum clearances. Step color shall be black painted aluminum.
  - A) The number of level steps at each end of the escalator shall be 3 upper/3 lower.
  - B) Step demarcation inserts shall be provided on the sides and rear of each step. The inserts shall be fabricated from reinforced structural plastic, shall be easily replaced and shall be approximately 1.5 inches (38mm) wide at the sides and approximately 1.5 inches (38 mm) wide at the rear. Inserts shall be attached to the step without the use of visible fasteners. The color of the demarcation inserts shall be yellow.
4. **New tracks** shall be designed and fabricated to support and retain the steps and running gear at the rated load and at the highest speed specified. Tracks shall be assembled and secured together for easy removal and replacement of sections. The system shall be adjustable, with no welding of the track sections at the joints. Tracks shall be properly supported on stanchions to provide correct alignment and smooth transition to return stations. The rolling surface of the incline track shall be a minimum thickness of 3 mm. The transition track shall be a minimum thickness of 10mm. The guiding surface of the wheels shall be galvanized steel profiles with smooth and even running surfaces. Joints shall be cut diagonally to the running direction. A second, continuous step guiding profile shall be provided above the step chain rollers.

### **Comb plates and Access Covers**

1. Adjustable comb plates shall be located at the top and bottom landings. The comb plates shall support injection molded, reinforced structural plastic comb segments which shall be designed to be removable and to mesh with the cleats on the step treads. The skid resistant comb plates shall be designed to sense both horizontal and vertical movement of the comb segments. Comb segments shall be yellow plastic.
2. Lightweight aluminum access covers shall be provided. The design of these skid resistant access covers shall allow for ease of maintenance. These covers shall be provided at both upper and lower landings and match the pattern of the new comb plates.

The escalators shall be designed with access cover extensions of adequate length to match existing opening dimensions.

### **Decks/Balustrades/Front plates/Skirts/Interior Trim**

1. **The escalator decks** shall be constructed such that there shall be an inner deck and an outer deck. The inner and outer decks shall be fabricated from heavy gauge metal. Deck panels shall be installed without overlapping joints or requiring trim pieces to cover where two deck panels meet. Both inner and outer decks shall be finished in stainless steel #4 satin finish 14 gauge material.
  - A) **Both the upper and lower newel ends** shall be designed to allow the return of the handrail without undue stress. The newel ends shall support the handrail around the newel through the use of a multi-roller bearing system to minimize drag and maximize handrail life.

Escalator units in this specification are required to have deck guards per ASME Code. The guards

can either be provided by the escalator modernization contractor or the owner. The deck guards are required at the upper and lower end.

2. **Solid balustrades** shall be provided between the escalator skirts and the handrails. The balustrades shall be fabricated of sheet metal with stainless steel #4 finish.
3. **Front plates** shall be provided at upper and lower ends designed to include the handrail inlet device and key actuated direction-starting switch. The handrail inlet device shall be a four-piece door/gate assembly. The front plate material shall be stainless steel.

A) At both the upper and lower landings, located near the handrail inlet, a station shall be provided which shall include a key actuated direction starting switch. The escalator will not restart automatically. It must be restarted with the key after it has shut down.

4. **The skirts** shall be constructed from a heavy gauge material reinforced with steel channels. Skirts shall be fastened to the truss modules with hidden fastenings in the incline and transition areas. Skirt panels shall be installed without overlapping joints or requiring trim pieces to cover where two skirt panels meet. The skirt panels will be finished in teflon coated 11 gauge stainless steel #4 satin finish.
5. **Interior trim** pieces shall be aluminum and designed to connect the skirts and inner panels together.

## Handrails

V Groove handrails, properly constructed and reinforced, shall be provided. Handrails shall be endless with a smoothly vulcanized splice and shall operate with the moving steps. The handrails shall move on specially formed guides and traction sheaves. These sheaves shall be an integral part of the dual drive machine. Close fitting guards shall be provided by the handrail openings in the newel base. The handrail color shall be black.

## Controls and Wiring

1. The controller shall be a Eco501 type. The controller shall monitor the condition of each safety device, brake, and motor operation, and shall cause the escalator to come to a stop upon activation of any safety device, brake problem, or motor overload. Should a power failure occur, the controller shall automatically remove power from the motor, and brake, and bring the escalator to a controlled stop. The controller shall include phase and overload protection.

The controller shall include smart technology, allowing for 24/7 connectivity and diagnostic capability. Around the clock monitoring of escalator operation and all safety devices shall be provided. Real time statistical data shall be transmitted through wireless connection, allowing for prompt reaction to escalator faults and fast response times to customer service needs. Means to store real time data and allow 24/7 customer access shall be provided.

2. A pre-assembled wiring harness shall be installed, complete with modular assemblies for the upper end, incline section, and lower end of the truss. The upper and lower end assemblies shall be constant and consistent from unit to unit. The incline assembly shall be variable by length only. Both upper and lower harnesses shall have terminal boxes for easy access and troubleshooting capabilities. In conjunction with the low voltage/low power circuitry, S.O. cord shall be installed between terminal boxes and individual safety switches.

## Safety Devices

1. Each escalator shall be provided with a **reversal stop device** or function that is controller sensitive to stop the escalator automatically should the escalator attempt to reverse its direction while operating in the ascending direction.

2. **A broken step chain device**, a part of the lower reversing station assembly, shall be provided for each chain. When these devices are activated, the escalator will come to a controlled stop.
3. **A step up-thrust device** shall be located on each side of the lower curve track on the lower end of each escalator. The escalator will come to a controlled stop should a step be displaced against the up thrust track.
4. **A comb-step impact device** shall be provided at the upper and lower comb plates. The escalator will come to a controlled stop should an impact occur between the comb segments and steps.
5. **Skirt obstruction devices** shall be provided, at both upper and lower ends, within the skirt panels. The escalator will come to a controlled stop should an obstruction occur between the step and skirt panel. Switches shall be of the plunger, self-resetting type, adjustable to maintain the required position and clearance from the skirts.
6. **Missing step devices** shall be provided. The missing step devices are designed to detect a missing step or steps at the upper and lower ends of the escalator. When these devices are activated, the escalator will come to a controlled stop.
7. **Step demarcation lights** demarcation lights at top and bottom of each escalator shall be provided. Lights shall be mounted below the track system where the step leaves or enters the combplate and shall be visible between the steps and the step/comb segment. Two independent green LED lights shall be provided, capable of lighting the entire width of the step.
8. **A handrail entry device** shall be provided at the handrail inlet in the newel. The escalator will come to a controlled stop should an object enter the handrail inlet area.
9. **A magnetic sensor** shall be provided to sound the alarm when the handrail deviates from the step speed by 15% or more. If the deviation lasts for more than 2-6 seconds, the escalator will come to a controlled stop.
10. **Emergency stop buttons** shall be provided, designed so that the momentary pressure of either button shall cut off the electrical power supply to the motor and bring the escalator to rest.
  - A) One emergency stop button shall be located at each landing. Location shall be in the existing newel upper radius quadrant, 45 degrees above horizontal, in order to provide easy access. The stop button shall be red in color.
  - B) The button shall be housed under a clear, high impact resistant plastic cover, which shall be self-closing. Instructions for operating the stop button shall be imprinted on the cover in half-inch high letters. When the cover is lifted, an audible alarm shall sound until the cover is returned to its closed position.
11. **A pictorial sign** meeting the requirements of the ASME A17.1 Code shall be provided at both the upper and lower landings. The safety signs will be provided in English.
12. Each escalator shall be provided with **stop switches in the upper and lower pits**. When these switches are activated, the escalator will come to a controlled stop.
13. **Step level devices** shall be provided at the upper and lower ends of the escalator to detect downward displacement of the step prior to it reaching the comb plates. When these devices are activated, the escalator will come to a controlled stop.

14. Escalators in this specification are required to have step guards. Step guards will be provided in the upper and lower pit. The step guard will protect a mechanic from the step band.

#### **4.2.2 Other Optional Features**

##### **Basic Optional Features**

- New escalator decking – Yes
- Common center decking – No
- Step sound deadening – No
- Newel extensions – No
- Reuse existing access frame – Yes
- Plastic demarcation step inserts – Yellow
- Step chain covers – No
- Pendant station – No
- Drip pan modifications required – No

##### **Optional Controller / Electrical / Environmental Features**

- Power control type – Soft start
- Electrical Protection Class – NEMA 1
- Comb lights – No
- Skirt spot lighting – No
- Under handrail lighting – No
- LED Traffic (Directional) lights - Yes
- Diagnostic display – Upper inner deck
- Phone jack – Yes
- Controller cooling fan – Yes
- Controller heater – No
- Comb plate heater – No
- Truss heater – No

##### **Optional Safety Devices**

- Deck guards – No
- Apex/head guards – No
- Anti-slide knobs – Yes

##### **Special Features Included**

- 264 lb. step loading
- 3 flat steps upper and lower landing

#### **Pre-Assembled Escalator Modules**

Escalator modules included in this specification shall be completely pre-assembled by escalator modernization contractor prior to shipment to the job site. Such modules have specific access requirements. In accordance with information provided by the escalator modernization contractor, adequate access to the location of final modernization shall be provided by the general contractor or owner.

**4.2.3 Maintenance Service NOT INCLUDED** – the existing maintenance contract shall take precedence.

##### **4.2.4 Delivery, Storage and Handling**

A) Should the building or the site not be prepared to receive the escalator equipment on the agreed upon date, the owner or general contractor shall be responsible for providing a suitable storage area on or off the premises.

B) Should the storage area be off site and the equipment not yet delivered, the escalator modernization contractor, upon notification from the owner or general contractor, shall divert the escalator equipment to the storage area at no additional cost to the escalator modernization contractor. If the escalator equipment has already been delivered to the site, the owner or general contractor shall be responsible for transporting the escalator equipment to the storage area. The escalator equipment shall be stored and removed from storage to the job site in a timely manner at no cost to the escalator modernization contractor.

**4.2.5 Escalator Preparatory Work** The following work is the responsibility of the purchaser, and must be performed or furnished by contractors other than the escalator subcontractor, according to governing codes:

**GENERAL:** A clear entry and exit safety zone at the top and bottom of the escalator.

**ESCALATOR LIGHTING:** Adequate lighting for the escalator entry and exit points as well as up and down the incline is required by the Code. A minimum intensity of five-foot candles is required. Correcting any lighting deficiencies should be contracted, by the owner, with a qualified lighting contractor.

**MACHINE SPACE LIGHTING:** Adequate lighting for machine spaces as well as a 15 amp, 120-

**POWER SUPPLY:** Provision of 110 VAC to upper and lower escalator pits and 60 Hz three (3) phase electrical power.

**GROUNDING:** Provision of any necessary electrical grounding to the disconnect switch if not currently present in the facility.

**PROTECTION FROM WEATHER:** canopy and/or covering.

**FIRE PROTECTION:** Provision of code compliant fire protection in and around the escalator truss or work area, if required.

**PROVISIONS FOR EQUIPMENT PROTECTION:** Arrangements must be made to protect the escalator equipment from damage throughout the entire project.

**WORK AND STORAGE AREAS:** The working and storage areas must be clean, dry, and protected from the weather. A 20-amp duplex outlet is required. A qualified electrician should be contracted separately, by the owner, to correct any deficiencies.

#### **4.2.6 Modernization Preparatory Work**

##### **Barricades**

**KONE** will furnish, install, maintain, and remove (at Project completion) necessary barricades. The determination of need, the description, the location, and the quantity of such barricades will be at **KONE's** sole discretion. Care of **KONE** barricades, during times when **KONE** personnel are not on-site, will be the purchaser's responsibility (not **KONE**). All signage to be placed on **KONE** supplied barricades will be the purchaser's responsibility (not **KONE**).

##### **Special Precautions**

Any asbestos removal necessitated by the work described in this proposal will be the purchaser's responsibility (not **KONE**).

##### **Reports To Purchaser**

Where this proposal includes **KONE's** review of the condition of any item, **KONE** will report the results to the purchaser in the event that the results impact the work as proposed.

#### **4.2.7 Project Clarifications T**

##### **Technical Clarifications:**

1. Please reference the attached proposal specifications which define the technical scope of work for this proposal.
2. **KONE** has based this proposal on proving escalators that meet the "Public Transportation" type designation. "TRANSIT" escalators have not been provided. Public Transportation units will be provided with the following heavy-duty components / features:
  - a. 264 lb. step loading
  - b. V Groove Handrails
  - c. 11 Gauge Stainless Steel Skirts
  - d. 14 Gauge Decking

- e. Stainless Steel Front Plates
- f. 3mm / 10 mm Step Track Thickness
- g. Stainless Steel INCLINED Balustrade Panels.
- h. 3 Flat Steps at Upper and Lower ends

3. 1.9.B - Warranty / Maintenance. has been provided in accordance with the EXISTING maintenance contract.

4. 2.2.C – dBA to be 63 or less.

5. 2.3.B.11 – Balustrades will be INCLINED – not VERTICAL.

6. 2.3.B.13 – Decking will be of the HIGH deck type. Low Decking pertains to Glass escalators.

7. 2.3.B.20.d / 2.9.B – Under handrail Lighting is not available on high deck solid balustrade escalators and has not been provided. An alternate for skirt lighting can be provided upon request.

8. 2.3.B.20.g – a remote monitoring system has NOT been included in this proposal.

9. 2.4.C.3 – all stainless steel has been provided in a 304 type - #4 brushed finish. #8 or textured stainless has NOT been provided.

10. 2.7 D – KONE has provided its std controller on this project.

11. 2.7.D.8 – SLEEP MODE operation has not been provided on this project. An Alternate ADD for this feature can be provided upon request.

12. 2.7.D.9 - a remote monitoring system has NOT been included in this proposal.

13. 2.8.B – the existing truss isolation pads will be RE-USED.

14 2.8.H.4 – sound isolation has NOT been provided on the inside of each step.

15. 2.12.B.1 – Fault indicators have been provided at the UPPER end of each escalator only.

16. 2.14 – a remote located Escalator Control Panel has NOT been included.

17. 3.3.B – Fully loaded capacity testing of the escalators is not safe, is not necessary, and has not been provided.

18. The benches included in the schedule of alternates and project drawings A3.1 and A3.2 are not included in our price

19. The following building related work (“work by others”) is included in our price:

a. Machinery Spaces and Surrounding Areas:

- i. Provide ten (10) electrical grounds for main line disconnects at upper landings.
- ii. Provide power for ten (10) fused main line disconnects for new units at upper landings.
- iii. Install ten (10) new protected LED or fluorescent light fixtures at upper landings.
- iv. Provide ten (10) illuminated light switches for lighting at upper landings.
- v. Provide ten (10) dedicated GFCI as required at upper landings.
- vi. Provide run for upgraded wire size from main distribution panel to ten (10) new fused main line disconnects at upper landings.

- vii. Provide and install Mallform barricade system around upper and lower landings with a double door access at both the upper and lower landing.
- viii. Provide ½" plywood floor protection inside barricade around upper and lower landings on all units.
- ix. Provide additional plywood protection around handrails at upper and lower landings.
- x. Provide construction film on first floor windows for escalators 3B, 4, and 5 to obstruct view from public areas.
- xi. Provide cladding at balustrade bullet pieces and front plate including minor cutting or extension at both upper and lower ends. Existing material will match as close as possible.

**b. Exclusions**

- i. Any changes to the building to meet local or state codes are not included.
- ii. Any changes to work required due to building conditions discovered in the performance of the work are not included.
- iii. Any cutting and patching that is not specifically identified in this scope of work is excluded.
- iv. Any work that has not been identified in the above scope of work is excluded.

20. Abatement of any HAZMAT material encountered during any portion of our work has NOT been included in this proposal.

**Job Schedule / Sequencing / Coordination:**

21. This proposal is inclusive of an equitable adjustment in price in accordance with the known impact of recent U.S. tariffs in effect at the time of this proposal. After the date of this proposal, and KONE's price or time to perform the work, KONE shall be entitled to an equitable adjustment in contract price and a time extension to complete its work commensurate with the impact.

22. All pricing assumes arriving at mutually agreeable contract terms between your form and KONE, including the reference to this proposal in any subcontract agreement.

23. The agreed delivery and installation 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 ongoing pandemic.

24. Labor costs in this proposal have been based upon an approximate award date of 9/1/2023, an installation start date of Q2 2024, and no more than 2 units being installed (simultaneously). Final pricing is subject to change based upon actual start date of the project. Schedule requirements which require additional manpower will require price modifications.

25. KONE has included 2 weeks of overtime (off hours) labor on each unit for noisy or disruptive work. This is incumbent in our work plan and is NOT an allowance. ALL OTHER work will be performed weekdays between the hours of 6:00 AM and 4:00 PM. NO ADDITIONAL OVERTIME has been included in this proposal unless stated otherwise.

26. The existing escalator truss is assumed to be in good condition, and a structural engineer review has NOT been included. If it is determined for any reason this is required, an add to the quoted proposal amount would apply.

27. If KONE Inc. is require to pull off the work site for any reason beyond our ability to control, a remobilization fee of \$4,000.00 will be charged for each occurrence.

28. KONE anticipates being provided with free on-site parking for our installation crews during the duration of the modernization work.

29. Our price is based on truck access to the loading dock for delivery of the new escalator equipment and removal the existing escalator equipment.

30. Pricing is based on storage areas adjacent to the existing escalators. Storage areas must be adequately sized to meet KONE requirements.

31. Proposal is based on access to a dumpster that will be located on site for removal of material.

**4.3 SPECIFICATIONS FOR REPLACEMENT OF FIVE (5) ESCALATORS:**

**Escalator Technical Specification**

	Group 7 TM220 (2 units)	Group 8 TM220 (3 units)
<b>Base solution</b>		
KONE Solution	KONE Transit Master 220	KONE Transit Master 220
Vertical rise (ft)	25 ft 0 in	25 ft 0 in
Step band speed (fpm)	100	100
Incline / level steps / transition radii	30/3 1.5/1.0	30/3 1.5/1.0
Installation site type	New unit in EXISTING building	New unit in EXISTING building
Step width (in)	40	40
Arrangement	Parallel	Parallel
Operational mode	Softstart (standard)	Softstart (standard)
<b>Environmental options</b>		
Operational environment	Indoor	Indoor
Truss corrosion protection	Standard painting	Standard painting

**Materials and design**

**Escalator TM220**

**Balustrade and handrail**

Balustrade type	Tempered glass ½" (12mm)
Balustrade height	40 in
Balustrade panel joints	Balustrade joints perpendicular to truss
Handrail color	V type Black

### Cladding, decking and skirt

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Skirt material                    1/8" stainless steel 304# with clear anti-friction coating (3mm)

### Steps, combs and access covers

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Step color                         Silver (RAL9006)  
Comb segment material         Aluminum  
Front plate color                 Stainless steel 304#  
Access cover plates               Ribbed AL natural color

### Lighting

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Step gap lights                  LED lighting (Green)

### Safety features

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Handrail monitor                 Handrail speed/break monitor  
Skirt switch                        4 skirt switches (lower & upper)  
Access cover safety contact     Access cover contacts included  
Missing step indicator          Missing step detector  
Handheld pendant                 Handheld pendant, one hand operation  
Handrail Sanitizer                 Without  
Cable type                          Standard PVC

### Project-Specific Clarifications

- Permit and final inspection fee are included.
- Existing escalator removal and disposal are included.
- Our price is based on the maximum truss reduction to fit within the existing wellway. There will be additional cost that is not included in our proposal if the pits must be modified for the new escalators.
- Price includes a maximum of 1 week of overtime per escalator. No other overtime is included.
- Labor costs in this proposal have been based upon an approximate award date of 9/1/2023, an installation start date of Q3 2025, and no more than 2 units being installed (simultaneously). Final pricing is subject to change in accordance with cooperative pricing based upon actual start date of the project. Schedule requirements which require additional manpower will require price modifications.
- Our price is based on truck access to the loading dock for delivery of the new escalator equipment and removing the existing escalator equipment. The existing escalators will be stripped of all visible and internal components, removed from the existing structural pockets, and removed from the site. The new escalators will be delivered to the loading dock by a flatbed truck. The escalators will be unloaded from the truck with forklifts and moved to the existing wellways. Direct access from the loading dock to the wellways must be provided by the building. The new escalators will be hoisted into the existing pockets using A frames.

- KONE has based this proposal on proving escalators that meet the “Public Transportation” type designation. “TRANSIT” escalators have not been provided. Public Transportation units will be provided with the following heavy-duty components / features:
  - 264 lb. step loading
  - V Groove Handrails
  - 11 Gauge Stainless Steel Skirts
  - 14 Gauge Decking
  - Stainless Steel Front Plates
  - 3mm / 10 mm Step Track Thickness
  - Glass Balustrade Panels.
  - 3 Flat Steps at Upper and Lower ends
  
- Abatement of any HAZMAT material encountered during any portion of our work has NOT been included in this proposal.
- 1.9.B - Warranty / Maintenance has been provided in accordance with the EXISTING maintenance contract.
- 2.2.C – dBA to be 63 or less.
- 2.3.B.20.d / 2.9.B – Under handrail Lighting is not included. An alternate for skirt lighting can be provided upon request.
- 2.3.B.20.g – a remote monitoring system has NOT been included in this proposal.
- 2.4.C.3 – all stainless steel has been provided in a 304 type - #4 brushed finish. #8 or textured stainless has NOT been provided.
- 2.7 D – KONE has provided its std controller on this project. The controller will be located in a remote location outside of the truss.
- 2.7.D.8 – SLEEP MODE operation has not been provided on this project. An Alternate ADD for this feature can be provided upon request.
- 2.7.D.9 - a remote monitoring system has NOT been included in this proposal.
- 2.8.H.4 – sound isolation has NOT been provided on the inside of each step.
- 2.12.B.1 – Fault indicators have been provided at the UPPER end of each escalator only.
- 2.14 – a remote located Escalator Control Panel has NOT been included.
- 3.3.B – Fully loaded capacity testing of the escalators is not safe, is not necessary, and has not been provided.
- The following building related work (“work by others”) is included in our price:
  - Machinery Spaces and Surrounding Areas

- Remove all cladding, soffits, ceilings, light fixtures, sprinkler lines, A/C ducts and all other interferences to allow the lowering of each unit to the bottom floor for removal.
- Replace all finishes and features to match existing once new escalators have been installed. Existing stainless steel cladding and soffits will be replaced with drywall.
- Remove and replace ceiling system over 2<sup>nd</sup> floor back to approximately mid span of incline to allow space for removal and replacement of new escalator.
- Replace ceiling per existing design and construction once new escalator has been installed.
- Protect upper handrail/barricade during removal and replacement of new escalator.
- Provide and install Mallform barricade system around upper and lower landings with a double door access at both the upper and lower landing.
- Provide ½” plywood floor protection inside barricade around upper and lower landings on all units.
- Provide additional plywood protection around handrails at upper and lower landings.
- Remove intermediate support column as required for removal and installation of new escalator.
- Build out new machine room for all units in designated area underneath existing escalators with fire rated door, frame, closer, handle, and hardware.
- Provide electrical grounds for each escalator for mainline disconnects in machine room.
- Provide fused lockable mainline disconnects for each new escalator in machine room.
- Install two (2) new protected LED or fluorescent light fixtures in each machine room.
- Provide illuminated light switch for lighting in machine room.
- Provide one (1) dedicated GFCI as required in each machine room.
- Provide A-B-C fire extinguisher as required in machine room.
- Provide run for upgraded wire size from main distribution panel to new fused main line disconnects in machine room.
  
- Provide LED or fluorescent lighting fixtures for each escalator at upper landing with illuminated switches.
- Provide new dedicated GFCI for each escalator at upper landing.
- Provide LED or fluorescent lighting fixtures for each escalator at lower landing with illuminated switches
- Provide new dedicated GFCI for each escalator at lower landing.
  
- Exclusions
  - Any changes to the building to meet local or state codes are not included.
  - Any changes to the work required due to building conditions discovered in the performance of the work are not included.
  - Any cutting and patching that is not specifically identified in this scope of work is excluded.
  - Any work that has not been specifically identified in the above scope of work is excluded.

#### 4.4 SPECIFICATIONS FOR MODERNIZATION OF FIVE (5) HYDRAULIC ELEVATORS:

##### Electrification

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##### **KONE HydroMod DX**

KONE HydroMod DX 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 HydroMod DX 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 system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from

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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.

## **Fixtures**

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### **Custom Fixtures**

New signalization shall be provided as required.

## **Doors**

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### **Door Panel(s)**

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

### **KONE ReNova Door Operator**

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

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

### **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.

## **Hydraulic equipment**

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### **Field Pipe & Accessories**

New field pipe and or accessories shall be provided as required.

### **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.

## **Car**

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### **Cabs**

Refurbishing of the elevator cab interior is included in the base bid. The new cab interior will include the following finishes:

- 12 Wilsonart Laminate Cherry Amber Wall Panels
- Vivichrome Chromis Glass White Interlayer with Opalex Finish Wall Panels
- Spectra Image with Blue Color and Pearlex + Finish Wall Panels
- Slim Handrail Panels with Satin Stainless Steel Finish
- 3 Base Panels with Satin Stainless Steel Finish
- Suspended Ceiling with Satin Stainless Steel Finish
- LVT Flooring

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

## **GENERAL REQUIREMENTS:**

- a. Contractor shall supply all labor, for the proper execution and completion of the work; and shall in the best and most workmanlike manner complete installation and everything incidental thereto, as stated in the specifications or as required by the manufacturer.
- b. Contractor shall provide full time supervision and properly skilled craftsman to perform the work required under this contract. Unless specified to the contrary, all material used shall be new and of the best kind and grades and all workmanship shall be up to the best recognized standards known to the various trades.
- c. Contractor's product and workmanship shall comply with all applicable City and State building codes, to include compliance with minimum wind sustainability for this type of structure. Contractor is required to obtain any City of San Antonio construction permits as may be required at Contractor's cost.
- d. All prices shall be quoted F.O.B. Destination, City of San Antonio's designated facility, freight prepaid. All items shall be delivered to the Henry B. Gonzalez Convention Center. Delivery shall be coordinated with Guillermo Moya.
- e. Work hours and days will be determined by the Convention Center Staff due to events in the building, the City reserves the right to change working times to include evenings and weekends so as not to interfere with events in the building.
- f. Vendor shall provide training of the setup and operation, if applicable.

## **CITY RESPONSIBILITIES:**

- a. The City assumes no responsibility for the contractor's property nor offers any storage for equipment, tools or supplies.
- b. The City reserves the right to inspect all contractor furnished materials and workmanship used to accomplish the work.
- c. The City reserves the right to reject contractor's furnished materials and workmanship which does not conform to specifications.

**CONTRACTOR RESPONSIBILITIES:**

**a. Labor and Equipment:** The contractor shall be solely responsible for its vehicles, equipment, tools, supplies, materials, and other property. The contractor shall remove such items from the work sites at the end of each work shift, as practical, and keep them in the contractor's possession, unless otherwise approved by the City.

**b. Uniform and ID Badges:** Contractor shall ensure that all contractor personnel, including any subcontractors, wear uniforms and an ID Badge at all times.

**c. Protection of Work and Property:** The contractor shall confine his operations and work force to the space allowed by law and as allotted by the City. The contractor, at his expense, shall protect and be responsible for any damage to adjacent property.

**d. Safety Equipment:** The contractor shall observe the actual working conditions and provide any safety equipment, including, but not limited to, coordinating street/lane and sidewalk closures, and providing hard barricades for the safety of the public, Contractor and City staff while performing services.

**e. Work Site:** The contractor shall furnish and pay for all means of removing all trash and debris generated by this work. The construction area shall be kept clean and maintained on a daily basis. No debris shall be dumped and left about the surrounding areas. Upon completion of the work, the area shall be left clean and free of any and all trash, scraps, cartons or other debris. All debris, old materials, and trash resulting from the specified work are considered property of the contractor. The contractor is responsible for the disposal of all waste or hazardous materials resulting from the work. Handling, transport, and disposal of waste or hazardous materials must be done in such a manner as to insure the highest level of safety to the environment and to public health. The contractor shall assume full responsibility and liability for and act prudently in all aspects of handling, transport and disposal of any hazardous materials, securing any licenses and permits required by law and ensuring that any disposal facility to which any scrap, waste or hazardous materials may be moved are in compliance with Federal, State, and local laws and regulations.

**PAYMENT TERMS:**

Vendor may invoice monthly based on work completed in the previous one-month period, as approved by City.

**4.4.1 Solution details  
Elevators 8 & 10, / Solution 1**

**Electrification**

Product name	KONE HydroMod DX
Elevator group size	Simplex
Number of floors served	3
Code year	2016
Speed [FPM]	150
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Power supply voltage [v]	480
Type of power unit	Submersible
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).
New motor size (hp)	50
Motor Starts per Hour	80 Standard
Card reader provisions	Controller will be equipped with card reader interface logic.
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 2-D type will be provided.
Qty of COPs	2
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable. In addition to our standard traveling cable, a second traveling cable be provided for security and/or card reader provisions.
Battery backup	Battery backup shall be provided. Battery backup allows passengers to safely exit an elevator in the event of a power outage.
Hoistway duct	KONE will remove all existing wiring, conduit and duct from the hoistway. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
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.

## Fixtures

Product name	Custom Fixtures
Number of floors served	3
Capacity [LBS]	3500
Card reader provisions	Controller will be equipped with card reader interface logic.

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Qty of COPs	2
Qty of new hall stations	3
Qty of new hall lantern/position indicator combos	1
Qty of new hall lanterns	2
Qty of hoistway access switches	2

## Doors

Product name	Door Panel(s)
Number of floors served	3
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	Single speed center opening.
Product name	KONE ReNova Door Operator
Number of floors served	3
NEMA rating (HW)	Hoistway rating is NEMA 1.
Door type	Single speed center opening.
Door package type	KONE ReNova M6 door package includes a new door operator, restrictive clutch, car door track, car gate switch, car hangers, car door panel adapters, OEM interlocks and hoistway pick up rollers.
Product name	Curtain of Light
Number of floors served	3
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 2-D type will be provided.

## Hydraulic equipment

Product name	Field Pipe & Accessories
Capacity [LBS]	3500
Speed [FPM]	150
Field Pipe Length (in)	685
Field Pipe Size	3"
Isolation Coupling (Pair)	Two (2) sound isolation couplings will be provided in the oil line between the power unit and the hydraulic cylinder(s). Each coupling will consist of flanges separated by a neoprene seal to absorb vibration.
Mainline Shutoff Valves	Two manual safety valves will be supplied in the oil line at the jack unit (pit) and in the machine room.

Product name	Power Unit
Capacity [LBS]	3500
Speed [FPM]	150
Type of power unit	Submersible
New motor size (hp)	50
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Field Pipe Length (in)	685
Field Pipe Size	3"
Jack location	Inground
Jack type	Single Stage
Load class	Passenger
Oil Cooler	An oil cooler will be provided. When the oil temperature in the reservoir reaches a preset limit, it is circulated through the radiator. This process reduces the oil temperature by nearly 40°F, depending on site conditions. The oil is also filtered as it runs through the system, which results in enhanced performance and extended component life.
Qty Jacks per Car	1
Tank Heater	A tank heater will be provided to keep the temperature of the oil at a proper operating level.

#### Elevators 12 & 13, / Solution 1

##### Electrification

Product name	KONE HydroMod DX
Elevator group size	Simplex
Number of floors served	2
Code year	2016
Speed [FPM]	150
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Power supply voltage [v]	480
Type of power unit	Submersible
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).
New motor size (hp)	40
Motor Starts per Hour	80 Standard
Card reader provisions	Controller will be equipped with card reader interface logic.

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 2-D type will be provided.
Qty of COPs	2
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable. In addition to our standard traveling cable, a second traveling cable be provided for security and/or card reader provisions.
Battery backup	Battery backup shall be provided. Battery backup allows passengers to safely exit an elevator in the event of a power outage.
Hoistway duct	KONE will remove all existing wiring, conduit and duct from the hoistway. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
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.

## Fixtures

Product name	Custom Fixtures
Number of floors served	2
Capacity [LBS]	3500
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	2
Qty of new hall stations	2
Qty of new hall lantern/position indicator combos	1
Qty of new hall lanterns	1
Qty of hoistway access switches	2

## Doors

Product name	Door Panel(s)
Number of floors served	2
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	Single speed center opening.

Product name	KONE ReNova Door Operator
Number of floors served	2

NEMA rating (HW)	Hoistway rating is NEMA 1.
Door type	Single speed center opening.
Door package type	KONE ReNova M6 door package includes a new door operator, restrictive clutch, car door track, car gate switch, car hangers, car door panel adapters, OEM interlocks and hoistway pick up rollers.

Product name	Curtain of Light
Number of floors served	2
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 2-D type will be provided.

## Hydraulic equipment

Product name	Field Pipe & Accessories
Capacity [LBS]	3500
Speed [FPM]	150
Field Pipe Length (in)	780
Field Pipe Size	2"
Isolation Coupling (Pair)	Two (2) sound isolation couplings will be provided in the oil line between the power unit and the hydraulic cylinder(s). Each coupling will consist of flanges separated by a neoprene seal to absorb vibration.
Mainline Shutoff Valves	Two manual safety valves will be supplied in the oil line at the jack unit (pit) and in the machine room.

Product name	Power Unit
Capacity [LBS]	3500
Speed [FPM]	150
Type of power unit	Submersible
New motor size (hp)	40
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Field Pipe Length (in)	780
Field Pipe Size	2"
Jack location	Inground
Jack type	Single Stage
Load class	Passenger
Oil Cooler	An oil cooler will be provided. When the oil temperature in the reservoir reaches a preset limit, it is circulated through the radiator. This process reduces the oil temperature by nearly 40°F, depending on site conditions. The oil is also filtered as it runs through the system, which results in enhanced performance and extended component life.

Qty Jacks per Car 1

#### Elevator 14, / Solution 1

##### Electrification

Product name	KONE HydroMod DX
Elevator group size	Simplex
Number of floors served	2
Code year	2016
Speed [FPM]	150
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Power supply voltage [v]	480
Type of power unit	Submersible
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).
New motor size (hp)	50
Motor Starts per Hour	80 Standard
Card reader provisions	Controller will be equipped with card reader interface logic.
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 2-D type will be provided.
Qty of COPs	2
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable. In addition to our standard traveling cable, a second traveling cable be provided for security and/or card reader provisions.
Battery backup	Battery backup shall be provided. Battery backup allows passengers to safely exit an elevator in the event of a power outage.
Hoistway duct	KONE will remove all existing wiring, conduit and duct from the hoistway. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).

Positive Pressure Switch	Yes
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.

## Fixtures

Product name	Custom Fixtures
Number of floors served	2
Capacity [LBS]	3500
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	2
Qty of new hall stations	2
Qty of new hall lantern/position indicator combos	1
Qty of new hall lanterns	1
Qty of hoistway access switches	2

## Doors

Product name	Door Panel(s)
Number of floors served	2
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	Single speed center opening.

Product name	KONE ReNova Door Operator
Number of floors served	2
NEMA rating (HW)	Hoistway rating is NEMA 1.
Door type	Single speed center opening.
Door package type	KONE ReNova M6 door package includes a new door operator, restrictive clutch, car door track, car gate switch, car hangers, car door panel adapters, OEM interlocks and hoistway pick up rollers.

Product name	Curtain of Light
Number of floors served	2
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 2-D type will be provided.

## Hydraulic equipment

Product name	Field Pipe & Accessories
Capacity [LBS]	3500
Speed [FPM]	150
Field Pipe Length (in)	600
Field Pipe Size	2"
Isolation Coupling (Pair)	Two (2) sound isolation couplings will be provided in the oil line between the power unit and the hydraulic cylinder(s). Each coupling will consist of flanges separated by a neoprene seal to absorb vibration.
Mainline Shutoff Valves	Two manual safety valves will be supplied in the oil line at the jack unit (pit) and in the machine room.

Product name	Power Unit
Capacity [LBS]	3500
Speed [FPM]	150
Type of power unit	Submersible
New motor size (hp)	50
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Field Pipe Length (in)	600
Field Pipe Size	2"
Jack location	Holeless
Jack type	Single Stage
Load class	Passenger
Oil Cooler	An oil cooler will be provided. When the oil temperature in the reservoir reaches a preset limit, it is circulated through the radiator. This process reduces the oil temperature by nearly 40°F, depending on site conditions. The oil is also filtered as it runs through the system, which results in enhanced performance and extended component life.
Positive Pressure Switch	Yes
Qty Jacks per Car	2

## 4.4.2 Commercial Offer

### Project notes

- Labor costs in this proposal have been based upon an approximate award date of 9/1/2023, an installation start date of Q2 2024, and no more than 1 unit being installed at the same time. Final pricing is subject to change based upon actual start date of the project. Schedule requirements which require additional manpower will require price modifications.
- 142401, 1.1, A. – The cab interior finishes are based on the design included in A11.1 of the project drawings.
- 142401, 1.6, F. – No standby power provisions are included.
- 142401, 1.11 – Warranty/maintenance will be provided in accordance with the existing maintenance contract.
- 142401, 2.3 - We will provide the performance, ride quality, and noise levels that utilize the maximum design capability of the new specified equipment and the components that will be reused or modified.
- 142401, 2.4, A. – Sales price is based on the existing capacities of 3,500 lbs.
- 142401, 2.4, A. – Sales price is based on Elevators 8 & 10 having 3 stops and serving floors R, \*1, & 2. Elevators 12 & 13 have 2 stops and serve floor \*1 & 2. Elevator 14 has 2 stops and serves floors \*2 & 3.
- 142401, 2.6, I., 4., c. – Two (2) RG6 coax cables are included in each traveling cable.
- 142401, 2.7, D., 1. – The existing hydraulic piping shall be retained.
- 142401, 2.7, D., 2. – PVC sleeves are not included since there is no existing buried piping.
- 142401, 2.11, O., 1. – Sales price includes direct replacements of the existing mini-swing returns. Full swing returns are not included.
- 142401, 2.11, R., 3. – Additional GFCI outlet for car digital video display is not included.

- 142401, 2.11, R., 3. – Additional GFCI outlet for car digital video display is not included.
- 142401, 2.15, A. – New combination hall lantern/hall position indicator fixtures will be provided at the main landing. New hall lanterns will be provided at all other landings.
- 142401, 2.16 – The elevator management system is not included. We have provided pricing for KONE E-Link as an alternate to this proposal. KONE E-Link requires an active Ethernet connection in each machine room and wiring to the owner's LAN network to be furnished and installed by others. LAN area drops in each controller room and security room and a dedicated 110 volt outlet in the security room must be provided by others.
- The following building related work ("work by others") is included in our price for all elevators:
  - 1) Fire Alarm System
    - a. Provide boxes/conduit/wiring for new devices. Provide conduit/wiring from relay assemblies to elevator controller.
    - b. Provide flashing fire hat relay to elevator machine room.
    - c. Relocate existing heat detector within 24" of sprinkler head in machine room. (Elevators 8, 10, 12, & 14 only)
    - d. Relocate existing heat detector within 24" of sprinkler head in pit. (Elevators 8, 10, 12, & 14 only)
    - e. Provide smoke detector in elevator machine room. (Elevators 8, 10, 12, & 14 only)

- f. Add heat detector to elevator machine room. (Elevators 8, 10, & 14 only)
  - g. Program all elevator fire system device into existing fire panel if compatible.
  - h. Provide pre-tests and finals of elevator fire system.
- 2) Hoistway and Pits
- a. Patch behind call and directional assemblies on front walls of hoistways.
  - b. Field patch hoistway walls.
  - c. Cut and patch wall for new elevator lobby fixtures.
  - d. Provide protected LED or fluorescent light in pit.
  - e. Replace existing switches for pit light and pump with illuminated switches and raise to proper height where applicable.
  - f. Convert existing duplex outlet with single outlet for sump pump where applicable.
  - g. Raise existing hose bib for sump pump to within 48" above first floor sill plate where applicable.
  - h. Provide conduit from fire control room to closest elevator hoistway if required.
  - i. Extend existing pit ladder to 48" above the sill plate on the first floor where applicable.
  - j. Rework copper discharge line and raise to within 48" above first floor sill plate. (Elevators 13 & 14 only)
- 3) Machine Room and Machinery Spaces
- a. Provide electrical ground for cabs and main line disconnect.
  - b. Provide fused main line disconnect with auxiliary contacts and refeed to existing shunt trip breaker box.
  - c. Re-pipe existing fused 120V-15A control feed to controller with switch lock for cab lighting to new controller.
  - d. Provide new protected LED or fluorescent light fixtures.
  - e. Provide bulb protection for existing light fixtures.
  - f. Replace the existing machine room switch with illuminated switch.
  - g. Patch and seal wall penetrations in machine room.
  - h. Provide new door closer for machine room entry door. (Elevators 12 & 13 only)
  - i. Provide dedicated GFCI to elevator machine room where applicable.

Exclusions

- 1) Any changes to the building to meet local or state codes are not included.
- 2) Any changes in the work required due to building conditions discovered in the performance of the work.
- 3) Any cutting and patching not specifically identified in this scope of work is not included.
- 4) The building's existing fire and life safety system must allow for the addition of new devices which must be available and not obsolete. In the event the devices are not available or obsolete, it is the owner's responsibility to update the system or accommodate the integration of new components.
- 5) Any work that has not been specifically identified in the above scope of work is excluded.

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000 and terminate June 15, 2024. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

### Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

**Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract Number #GENRL-EV2516 Omnia.**

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified.

### Warranty.

The warranty specified in Exhibit I, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

### Rejection of Disclaimers of Warranties & Limitations of Liability.

**ANY TERM OR CONDITION IN EXHIBIT I, OR IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.**

## Insurance.

Prior to the commencement of any work under this contract, Contractor must provide a completed Certificate(s) of Insurance to CITY's Convention & Sports Facilities Department . The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block.
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); and
- properly endorsed and have the agent's signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Convention & Sports Facilities Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, Contractor certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this contract.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the Contractor claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	\$ 1,000,000 E.L. each accident \$ 1,000,000 E.L. Disease - each employee \$ 1,000,000 E.L. Disease - policy limit
3. Commercial General Liability Insurance to include coverage for the following: Premises/Operations Products/Completed Operations Personal/Advertising Injury Contractual Liability	For Bodily Injury and Property Damage of: \$ 1,000,000 per occurrence; \$ 2,000,000 general aggregate, or its equivalent in umbrella or excess liability coverage must include per project aggregate.
4. Business Automobile Liability:  Owned/leased vehicles Non-owned vehicles Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of: \$ 1,000,000 per occurrence
5. Umbrella or Excess Liability Coverage	\$ 2,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage.
6. Builder's Risk <i>Not applicable for this contract</i>	All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.
7. Installation Floater <i>Not applicable for this contract</i>	All Risk Policy written on an occurrence basis for 100% replacement cost of "equipment & materials" to be installed to any new or existing structure.
8. Environmental Insurance - Contractor's Pollution Liability (Claims-made coverage)	\$ N/A per occurrence  \$ N/A general aggregate for claims associated with hazardous materials, to include spills and mitigation.
Additional Requirements: NA	

Contractor must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of Contractor and provide a certificate of insurance and endorsement that names Contractor and CITY as additional insureds. Contractor shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. Contractor must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio  
Attn: Convention & Sports Facilities Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Contractor's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies CITY may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order Contractor to stop work and/or withhold any payment(s) which become due to Contractor under this Agreement until Contractor demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Contractor and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

Payment Bond:

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) based on the full amount of the contract price. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract. Contractor is required to maintain the bond's value for the life of the contract, by supplementing the bond or providing a new one, as may be required, in the event of a draw. In addition, for work exceeding the bond's value, Contractor must supply a supplemental Payment Bond, meeting the same requirements herein, to cover the incremental increase between this bond's value and the cost of the work.

Performance Bond:

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United State Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) based on the full amount of the contract price. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

Prevailing Wage Rates: The Provisions of Chapter 2258 of the Texas Government Code are expressly are made a part of this Contract. Contractor shall forfeit, as a penalty to City, sixty dollars (\$60.00) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, in which such laborer, worker or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any federal or state law, regarding the wages to be paid to or hours worked by laborers, workers or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

Contractor shall comply with the Wage and Labor Standard Provisions stated above and prevailing wage rates attached hereto and incorporated herein for all purposes as Attachment B.

Contractor shall keep records as provided for by section 2258.024 of the Texas Government Code for the duration of the contract and for the records retention period indicated in Section 006-General Terms & Conditions.

Workers' Compensation:

Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance, Workers' Compensation Division, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

The contractor must provide a certificate of coverage to the City prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the City:

- a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter. The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Division, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

- provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

- provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- obtain from each other person with whom it contracts, and provide to the contractor:

  - a certificate of coverage, prior to the other person beginning work on the project; and

  - a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

- notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Division's section of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

#### Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Exhibit I - Omnia Cooperative Purchasing Contract Number # GENRL-EV2516

Attachment A - Price Schedule

Attachment B – Prevailing Wages

## 006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, whether through City's portal, or by e-mail, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

### Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order prior to incurring any costs for which City may be liable.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days of the invoice.

### Invoicing and Payment.

Invoice Submissions. City requires all **original**, first time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

[accounts.payable@sanantonio.gov](mailto:accounts.payable@sanantonio.gov).

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

### Information Required on Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number, Vendor name, Vendor dba name, address, remit address for payment, unique invoice number, and invoice date (of issue by Vendor). Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

#### Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

**NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT.** NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Finance Department – Procurement Division, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

#### Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best effort attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be affected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

## **INDEMNIFICATION.**

**VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it's officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (“Documents”), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years (“Retention Period”) from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor’s expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFO and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting an offer, Offeror warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Vendor’s certification, and if found to be false, City may reject the offer or terminate the Contract for material breach.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party

hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

**Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.**

**Non-discrimination.** As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

**Attorney's Fees.** The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

**State Prohibitions on Contracts:**

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

**Prohibition on Contracts with Companies Boycotting Israel.**

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Contracts with Companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations Prohibited.

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its award letter, and its price schedule(s), attachments, addendums, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

**007 - SIGNATURE PAGE**

By submitting an offer, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein.

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein.

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information

Please Print or Type

Vendor ID No.	<u>1000252</u>
Signer's Name	<u>Laura Turk</u>
Name of Business	<u>KONE Inc.</u>
Street Address	<u>12017 Starcrest</u>
City, State, Zip Code	<u>San Antonio, TX 78247</u>
Email Address	<u>laura.turk@kone.com</u>
Telephone No.	<u>(210) 491-0485</u>
Fax No.	<u>(210) 491-9774</u>
City's Solicitation No.	<u>6100017675</u>



\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

## 008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director – the Director of City’s Finance Department- Procurement Division, or Director’s designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor’s failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor’s inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor’s inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City’s standard purchase order form, and which is the vendor’s authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor’s offer.

Specifications - a description of what City requires and what Offeror must offer, a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor’s obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

**009 - ATTACHMENTS**

**ATTACHMENT A – Price Schedule**

**Henry B. Gonzalez Convention Center Proposal**

**Pricing Summary**

Proposal pricing is based on the terms and conditions and scope of work as defined in the Omnia Partners Program utilizing the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1, 2018):

Modernization of Ten (10) Escalators – Groups 3A, 3B, 4, 5, & 6	<b>\$6,457,550.00</b>
Replacement of Five (5) Escalators – Groups 7 & 8	<b>\$2,575,690.00</b>
Modernization of Five (5) Elevators – Passenger Elevators 8, 10, 12, 13, & 14	<b>\$1,116,450.00</b>
<b>Total Sales Price</b>	<b>\$10,149,690.00</b>

**ATTACHMENT B – Prevailing Wages**

General Decision Number: TX20230231 10/27/2023

Superseded General Decision Number: TX20220231

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.  . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.  . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	02/03/2023
3	04/14/2023
4	08/25/2023
5	09/01/2023
6	10/13/2023
7	10/27/2023

ASBE0087-014 06/04/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 28.95	8.39

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 37.00	24.64

\* ELEC0060-003 06/05/2023

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 33.00	18%+5.45

\* ELEC0060-004 06/05/2023

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 33.00	18%+5.45

ELEV0081-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.83	37.335+a+b

FOOTNOTES:

- a. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

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ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....	\$ 34.85	9.85

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IRON0066-013 06/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.00	7.53

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IRON0084-011 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 27.51	8.13

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PLUM0142-009 07/01/2023

	Rates	Fringes
HVAC MECHANIC (Electrical Temperature Control Installation & Unit Installation Only).....	\$ 35.95	11.25
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 35.95	11.25
Including HVAC Pipe Installation PLUMBER.....	\$ 35.95	11.25
Excludes HVAC Pipe Installation		

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SFTX0669-002 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.60	23.30

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SHEE0067-004 07/03/2023

	Rates	Fringes
Sheet metal worker Excludes HVAC Duct Installation.....	\$ 30.24	15.89
HVAC Duct Installation Only.	\$ 30.24	15.89

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\*\* SUCOSA 1/1/2023

	Rates	Fringes
GLAZIER.....	\$ 12.59	0.87

\* SUTX2014-006 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 22.15	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 17.83	0.00
CARPENTER (Form Work Only).....	\$ 13.63 **	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 16.86	4.17
CAULKER.....	\$ 15.00 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 22.27	5.30
DRYWALL FINISHER/TAPER.....	\$ 13.81 **	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.18 **	0.00
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.39	3.04
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
LABORER: Common or General.....	\$ 10.75 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.88 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00 **	0.00
LABORER: Pipelayer.....	\$ 11.00 **	0.00
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation.....	\$ 8.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.98 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.00 **	0.00
OPERATOR: Bulldozer.....	\$ 14.00 **	0.00
OPERATOR: Drill.....	\$ 14.50 **	0.00

OPERATOR: Forklift. ....	\$ 12.50 **	0.00
OPERATOR: Grader/Blade. ....	\$ 23.00	5.07
OPERATOR: Loader. ....	\$ 12.79 **	0.00
OPERATOR: Mechanic. ....	\$ 18.75	5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete). ....	\$ 16.03 **	0.00
OPERATOR: Roller. ....	\$ 12.00 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping. ....	\$ 13.07 **	0.00
ROOFER. ....	\$ 12.00 **	0.00
TILE FINISHER. ....	\$ 11.32 **	0.00
TILE SETTER. ....	\$ 14.94 **	0.00
TRUCK DRIVER: Dump Truck. ....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck. ...	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck. ....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck. ....	\$ 12.00 **	4.11

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

1.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## **4.2.2 Other Optional Features**

### **Basic Optional Features**

- New escalator decking – Yes
- Common center decking – No
- Step sound deadening – No
- Newel extensions – No
- Reuse existing access frame – Yes
- Plastic demarcation step inserts – Yellow
- Step chain covers – No
- Pendant station – No
- Drip pan modifications required – No

### **Optional Controller / Electrical / Environmental Features**

- Power control type – Soft start
- Electrical Protection Class – NEMA 1
- Comb lights – No
- Skirt spot lighting – No
- Under handrail lighting – No
- LED Traffic (Directional) lights - Yes
- Diagnostic display – Upper inner deck
- Phone jack – Yes
- Controller cooling fan – Yes
- Controller heater – No
- Comb plate heater – No
- Truss heater – No

### **Optional Safety Devices**

- Deck guards – No
- Apex/head guards – No
- Anti-slide knobs – Yes

### **Special Features Included**

- 264 lb. step loading
- 3 flat steps upper and lower landing

## **Pre-Assembled Escalator Modules**

Escalator modules included in this specification shall be completely pre-assembled by escalator modernization contractor prior to shipment to the job site. Such modules have specific access requirements. In accordance with information provided by the escalator modernization contractor, adequate access to the location of final modernization shall be provided by the general contractor or owner.

### **4.2.3 Maintenance Service**

NOT INCLUDED – the existing maintenance contract shall take precedence.

### **4.2.4 Delivery, Storage and Handling**

A) Should the building or the site not be prepared to receive the escalator equipment on the agreed upon date, the owner or general contractor shall be responsible for providing a suitable storage area on or off the premises.

B) Should the storage area be off site and the equipment not yet delivered, the escalator modernization contractor, upon notification from the owner or general contractor, shall divert the escalator equipment to the storage area at no additional cost to the escalator modernization contractor. If the escalator equipment has already been delivered to the site, the owner or general contractor shall be responsible for transporting the escalator equipment to the storage area. The escalator equipment shall be stored and removed from storage to the job site in a timely manner at no cost to the escalator modernization contractor.

### **4.2.5 Escalator Preparatory Work**

The following work is the responsibility of the purchaser, and must be performed or furnished by contractors other than the escalator subcontractor, according to governing codes:

GENERAL: A clear entry and exit safety zone at the top and bottom of the escalator.

ESCALATOR LIGHTING: Adequate lighting for the escalator entry and exit points as well as up and down the incline is required by the Code. A minimum intensity of five foot candles is required. Correcting any lighting deficiencies should be contracted, by the owner, with a qualified lighting contractor.

MACHINE SPACE LIGHTING: Adequate lighting for machine spaces as well as a 15 amp, 120-volt duplex outlet is required. A qualified electrician should be contracted separately, by the owner, to correct any deficiencies.

POWER SUPPLY: Provision of 110 VAC to upper and lower escalator pits and 60 Hz three (3) phase electrical power.

GROUNDING: Provision of any necessary electrical grounding to the disconnect switch if not currently present in the facility.

PROTECTION FROM WEATHER: canopy and/or covering.

FIRE PROTECTION: Provision of code compliant fire protection in and around the escalator truss or work area, if required.

PROVISIONS FOR EQUIPMENT PROTECTION: Arrangements must be made to protect the escalator equipment from damage throughout the entire project.

WORK AND STORAGE AREAS: The working and storage areas must be clean, dry, and protected from the weather.

## **4.2.6 Modernization Preparatory Work**

### **Barricades**

**KONE** will furnish, install, maintain, and remove (at Project completion) necessary barricades. The determination of need, the description, the location, and the quantity of such barricades will be at **KONE**'s sole discretion. Care of **KONE** barricades, during times when **KONE** personnel are not on-site, will be the purchaser's responsibility (not **KONE**). All signage to be placed on **KONE** supplied barricades will be the purchaser's responsibility (not **KONE**).

### **Special Precautions**

Any asbestos removal necessitated by the work described in this proposal will be the purchaser's responsibility (not **KONE**).

### **Reports To Purchaser**

Where this proposal includes **KONE**'s review of the condition of any item, **KONE** will report the results to the purchaser in the event that the results impact the work as proposed.

## 4.2.7 Project Clarifications

### Technical Clarifications:

1. Please reference the attached proposal specifications which define the technical scope of work for this proposal.
2. KONE has based this proposal on proving escalators that meet the “Public Transportation” type designation. “TRANSIT” escalators have not been provided. Public Transportation units will be provided with the following heavy duty components / features:
  - 
  - a. 264 lb. step loading
  - b. V Groove Handrails
  - c. 11 Gauge Stainless Steel Skirts
  - d. 14 Gauge Decking
  - e. Stainless Steel Front Plates
  - f. 3mm / 10 mm Step Track Thickness
  - g. Stainless Steel INCLINED Balustrade Panels.
  - h. 3 Flat Steps at Upper and Lower ends
3. 1.9.B - Warranty / Maintenance. has been provided in accordance with the EXISTING maintenance contract.
4. 2.2.C – dBA to be 63 or less.
5. 2.3.B.11 – Balustrades will be INCLINED – not VERTICAL.
6. 2.3.B.13 – Decking will be of the HIGH deck type. Low Decking pertains to Glass escalators.
7. 2.3.B.20.d / 2.9.B – Under handrail Lighting is not available on high deck solid balustrade escalators and has not been provided. An alternate for skirt lighting can be provided upon request.
8. 2.3.B.20.g – a remote monitoring system has NOT been included in this proposal.
9. 2.4.C.3 – all stainless steel has been provided in a 304 type - #4 brushed finish. #8 or textured stainless has NOT been provided.
10. 2.7 D – KONE has provided its std controller on this project.
11. 2.7.D.8 – SLEEP MODE operation has not been provided on this project. An Alternate ADD for this feature can be provided upon request.
12. 2.7.D.9 - a remote monitoring system has NOT been included in this proposal.
13. 2.8.B – the existing truss isolation pads will be RE-USED.

14. 2.8.H.4 – sound isolation has NOT been provided on the inside of each step.
15. 2.12.B.1 – Fault indicators have been provided at the UPPER end of each escalator only.
16. 2.14 – a remote located Escalator Control Panel has NOT been included.
17. 3.3.B – Fully loaded capacity testing of the escalators is not safe, is not necessary, and has not been provided.
18. The benches included in the schedule of alternates and project drawings A3.1 and A3.2 are not included in our price
- 
19. The following building related work (“work by others”) is included in our price:
  - a. Machinery Spaces and Surrounding Areas:
    - i. Provide ten (10) electrical grounds for main line disconnects at upper landings.
    - ii. Provide power for ten (10) fused main line disconnects for new units at upper landings.
    - iii. Install ten (10) new protected LED or fluorescent light fixtures at upper landings.
    - iv. Provide ten (10) illuminated light switches for lighting at upper landings.
    - v. Provide ten (10) dedicated GFCI as required at upper landings.
    - vi. Provide run for upgraded wire size from main distribution panel to ten (10) new fused main line disconnects at upper landings.
    - vii. Provide and install Mallform barricade system around upper and lower landings with a double door access at both the upper and lower landing.
    - viii. Provide ½” plywood floor protection inside barricade around upper and lower landings on all units.
    - ix. Provide additional plywood protection around handrails at upper and lower landings.
    - x. Provide construction film on first floor windows for escalators 3B, 4, and 5 to obstruct view from public areas.
    - xi. Provide cladding at balustrade bullet pieces and front plate including minor cutting or extension at both upper and lower ends. Existing material will match as close as possible.
  - b. Exclusions
    - i. Any changes to the building to meet local or state codes are not included.
    - ii. Any changes to work required due to building conditions discovered in the performance of the work are not included.
    - iii. Any cutting and patching that is not specifically identified in this scope of work is excluded.
    - iv. Any work that has not been identified in the above scope of work is excluded.
20. Abatement of any HAZMAT material encountered during any portion of our work has NOT been included in this proposal.

### **Job Schedule / Sequencing / Coordination:**

21. This proposal is inclusive of an equitable adjustment in price in accordance with the known impact of recent U.S. tariffs in effect at the time of this proposal. After the date of this proposal, and KONE's price or time to perform the work, KONE shall be entitled to an equitable adjustment in contract price and a time extension to complete its work commensurate with the impact.
22. All pricing assumes arriving at mutually agreeable contract terms between your form and KONE, including the reference to this proposal in any subcontract agreement.
23. The agreed delivery and installation 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 ongoing pandemic.
24. Labor costs in this proposal have been based upon an approximate award date of 9/1/2023, an installation start date of Q2 2024, and no more than 2 units being installed (simultaneously). Final pricing is subject to change based upon actual start date of the project. Schedule requirements which require additional manpower will require price modifications.
25. KONE has included 2 weeks of overtime (off hours) labor on each unit for noisy or disruptive work. This is incumbent in our work plan and is NOT an allowance. ALL OTHER work will be performed weekdays between the hours of 6:00 AM and 4:00 PM. NO ADDITIONAL OVERTIME has been included in this proposal unless stated otherwise.
26. The existing escalator truss is assumed to be in good condition, and a structural engineer review has NOT been included. If it is determined for any reason this is required, an add to the quoted proposal amount would apply.
27. If KONE Inc. is require to pull off the work site for any reason beyond our ability to control, a remobilization fee of \$4,000.00 will be charged for each occurrence.
28. KONE anticipates being provided with free on-site parking for our installation crews during the duration of the modernization work.
29. Our price is based on truck access to the loading dock for delivery of the new escalator equipment and removal the existing escalator equipment.
30. Pricing is based on storage areas adjacent to the existing escalators. Storage areas must be adequately sized to meet KONE requirements.
31. Proposal is based on access to a dumpster that will be located on site for removal of material.

## 4.4.1 Solution details

### Elevators 8 & 10, / Solution 1

#### Electrification

Product name	KONE HydroMod DX
Elevator group size	Simplex
Number of floors served	3
Code year	2016
Speed [FPM]	150
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Power supply voltage [v]	480
Type of power unit	Submersible
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).
New motor size (hp)	50
Motor Starts per Hour	80 Standard
Card reader provisions	Controller will be equipped with card reader interface logic.
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 2-D type will be provided.
Qty of COPs	2
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable. In addition to our standard traveling cable, a second traveling cable be provided for security and/or card reader provisions.
Battery backup	Battery backup shall be provided. Battery backup allows passengers to safely exit an elevator in the event of a power outage.
Hoistway duct	KONE will remove all existing wiring, conduit and duct from the hoistway. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
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.

#### Fixtures

Product name	Custom Fixtures
Number of floors served	3
Capacity [LBS]	3500
Card reader provisions	Controller will be equipped with card reader interface logic.

Qty of COPs	2
Qty of new hall stations	3
Qty of new hall lantern/position indicator combos	1
Qty of new hall lanterns	2
Qty of hoistway access switches	2

## Doors

Product name	Door Panel(s)
Number of floors served	3
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	Single speed center opening.

Product name	KONE ReNova Door Operator
Number of floors served	3
NEMA rating (HW)	Hoistway rating is NEMA 1.
Door type	Single speed center opening.
Door package type	KONE ReNova M6 door package includes a new door operator, restrictive clutch, car door track, car gate switch, car hangers, car door panel adapters, OEM interlocks and hoistway pick up rollers.

Product name	Curtain of Light
Number of floors served	3
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 2-D type will be provided.

## Hydraulic equipment

Product name	Field Pipe & Accessories
Capacity [LBS]	3500
Speed [FPM]	150
Field Pipe Length (in)	685
Field Pipe Size	3"
Isolation Coupling (Pair)	Two (2) sound isolation couplings will be provided in the oil line between the power unit and the hydraulic cylinder(s). Each coupling will consist of flanges separated by a neoprene seal to absorb vibration.

Mainline Shutoff Valves Two manual safety valves will be supplied in the oil line at the jack unit (pit) and in the machine room.

Product name	Power Unit
Capacity [LBS]	3500
Speed [FPM]	150
Type of power unit	Submersible
New motor size (hp)	50
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Field Pipe Length (in)	685
Field Pipe Size	3"
Jack location	Inground
Jack type	Single Stage
Load class	Passenger
Oil Cooler	An oil cooler will be provided. When the oil temperature in the reservoir reaches a preset limit, it is circulated through the radiator. This process reduces the oil temperature by nearly 40°F, depending on site conditions. The oil is also filtered as it runs through the system, which results in enhanced performance and extended component life.
Qty Jacks per Car	1
Tank Heater	A tank heater will be provided to keep the temperature of the oil at a proper operating level.

## Elevators 12 & 13, / Solution 1

### Electrification

Product name	KONE HydroMod DX
Elevator group size	Simplex
Number of floors served	2
Code year	2016
Speed [FPM]	150
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Power supply voltage [V]	480
Type of power unit	Submersible
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).
New motor size (hp)	40
Motor Starts per Hour	80 Standard
Card reader provisions	Controller will be equipped with card reader interface logic.

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 2-D type will be provided.
Qty of COPs	2
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable. In addition to our standard traveling cable, a second traveling cable be provided for security and/or card reader provisions.
Battery backup	Battery backup shall be provided. Battery backup allows passengers to safely exit an elevator in the event of a power outage.
Hoistway duct	KONE will remove all existing wiring, conduit and duct from the hoistway. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
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.

## Fixtures

Product name	Custom Fixtures
Number of floors served	2
Capacity [LBS]	3500
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	2
Qty of new hall stations	2
Qty of new hall lantern/position indicator combos	1
Qty of new hall lanterns	1
Qty of hoistway access switches	2

## Doors

Product name	Door Panel(s)
Number of floors served	2
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	Single speed center opening.

Product name	KONE ReNova Door Operator
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Number of floors served	2
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NEMA rating (HW)	Hoistway rating is NEMA 1.
Door type	Single speed center opening.
Door package type	KONE ReNova M6 door package includes a new door operator, restrictive clutch, car door track, car gate switch, car hangers, car door panel adapters, OEM interlocks and hoistway pick up rollers.

<b>Product name</b>	<b>Curtain of Light</b>
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Number of floors served	2
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 2-D type will be provided.

## Hydraulic equipment

<b>Product name</b>	<b>Field Pipe &amp; Accessories</b>
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Capacity [LBS]	3500
Speed [FPM]	150
Field Pipe Length (in)	780
Field Pipe Size	2"
Isolation Coupling (Pair)	Two (2) sound isolation couplings will be provided in the oil line between the power unit and the hydraulic cylinder(s). Each coupling will consist of flanges separated by a neoprene seal to absorb vibration.
Mainline Shutoff Valves	Two manual safety valves will be supplied in the oil line at the jack unit (pit) and in the machine room.

<b>Product name</b>	<b>Power Unit</b>
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Capacity [LBS]	3500
Speed [FPM]	150
Type of power unit	Submersible
New motor size (hp)	40
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Field Pipe Length (in)	780
Field Pipe Size	2"
Jack location	Inground
Jack type	Single Stage
Load class	Passenger
Oil Cooler	An oil cooler will be provided. When the oil temperature in the reservoir reaches a preset limit, it is circulated through the radiator. This process reduces the oil temperature by nearly 40°F, depending on site conditions. The oil is also filtered as it runs through the system, which results in enhanced performance and extended component life.

Qty Jacks per Car 1

## Elevator 14, / Solution 1

### Electrification

Product name	KONE HydroMod DX
Elevator group size	Simplex
Number of floors served	2
Code year	2016
Speed [FPM]	150
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Power supply voltage [V]	480
Type of power unit	Submersible
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).
New motor size (hp)	50
Motor Starts per Hour	80 Standard
Card reader provisions	Controller will be equipped with card reader interface logic.
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 2-D type will be provided.
Qty of COPs	2
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable. In addition to our standard traveling cable, a second traveling cable be provided for security and/or card reader provisions.
Battery backup	Battery backup shall be provided. Battery backup allows passengers to safely exit an elevator in the event of a power outage.
Hoistway duct	KONE will remove all existing wiring, conduit and duct from the hoistway. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
Positive Pressure Switch	Yes
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.

## Fixtures

Product name	Custom Fixtures
Number of floors served	2
Capacity [LBS]	3500
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	2
Qty of new hall stations	2
Qty of new hall lantern/position indicator combos	1
Qty of new hall lanterns	1
Qty of hoistway access switches	2

## Doors

Product name	Door Panel(s)
Number of floors served	2
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	Single speed center opening.

Product name	KONE ReNova Door Operator
Number of floors served	2
NEMA rating (HW)	Hoistway rating is NEMA 1.
Door type	Single speed center opening.
Door package type	KONE ReNova M6 door package includes a new door operator, restrictive clutch, car door track, car gate switch, car hangers, car door panel adapters, OEM interlocks and hoistway pick up rollers.

Product name	Curtain of Light
Number of floors served	2
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 2-D type will be provided.

## Hydraulic equipment

Product name	Field Pipe & Accessories
Capacity [LBS]	3500
Speed [FPM]	150
Field Pipe Length (in)	600
Field Pipe Size	2"
Isolation Coupling (Pair)	Two (2) sound isolation couplings will be provided in the oil line between the power unit and the hydraulic cylinder(s). Each coupling will consist of flanges separated by a neoprene seal to absorb vibration.
Mainline Shutoff Valves	Two manual safety valves will be supplied in the oil line at the jack unit (pit) and in the machine room.

Product name	Power Unit
Capacity [LBS]	3500
Speed [FPM]	150
Type of power unit	Submersible
New motor size (hp)	50
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Field Pipe Length (in)	600
Field Pipe Size	2"
Jack location	Holeless
Jack type	Single Stage
Load class	Passenger
Oil Cooler	An oil cooler will be provided. When the oil temperature in the reservoir reaches a preset limit, it is circulated through the radiator. This process reduces the oil temperature by nearly 40°F, depending on site conditions. The oil is also filtered as it runs through the system, which results in enhanced performance and extended component life.
Positive Pressure Switch	Yes
Qty Jacks per Car	2

## 4.4.2 Commercial Offer

### Project notes

- Labor costs in this proposal have been based upon an approximate award date of 9/1/2023, an installation start date of Q2 2024, and no more than 1 unit being installed at the same time. Final pricing is subject to change based upon actual start date of the project. Schedule requirements which require additional manpower will require price modifications.
- 142401, 1.1, A. – The cab interior finishes are based on the design included in A11.1 of the project drawings.
- 142401, 1.6, F. – No standby power provisions are included.
- 142401, 1.11 – Warranty/maintenance will be provided in accordance with the existing maintenance contract.
- 142401, 2.3 - We will provide the performance, ride quality, and noise levels that utilize the maximum design capability of the new specified equipment and the components that will be reused or modified.
- 142401, 2.4, A. – Sales price is based on the existing capacities of 3,500 lbs.
- 142401, 2.4, A. – Sales price is based on Elevators 8 & 10 having 3 stops and serving floors R, \*1, & 2. Elevators 12 & 13 have 2 stops and serve floor \*1 & 2. Elevator 14 has 2 stops and serves floors \*2 & 3.
- 142401, 2.6, I., 4., c. – Two (2) RG6 coax cables are included in each traveling cable.
- 142401, 2.7, D., 1. – The existing hydraulic piping shall be retained.
- 142401, 2.7, D., 2. – PVC sleeves are not included since there is no existing buried piping.
- 142401, 2.11, O., 1. – Sales price includes direct replacements of the existing mini-swing returns. Full swing returns are not included.
- 142401, 2.11, R., 3. – Additional GFCI outlet for car digital video display is not included.
- 142401, 2.15, A. – New combination hall lantern/hall position indicator fixtures will be provided at the main landing. New hall lanterns will be provided at all other landings.
- 142401, 2.16 – The elevator management system is not included. We have provided pricing for KONE E-Link as an alternate to this proposal. KONE E-Link requires an active Ethernet connection in each machine room and wiring to the owner's LAN network to be furnished and installed by others. LAN area drops in each controller room and security room and a dedicated 110 volt outlet in the security room must be provided by others.
- The following building related work (“work by others”) is included in our price for all elevators:
  - 1) Fire Alarm System
    - a. Provide boxes/conduit/wiring for new devices. Provide conduit/wiring from relay assemblies to elevator controller.
    - b. Provide flashing fire hat relay to elevator machine room.
    - c. Relocate existing heat detector within 24” of sprinkler head in machine room. (Elevators 8, 10, 12, & 14 only)
    - d. Relocate existing heat detector within 24” of sprinkler head in pit. (Elevators 8, 10, 12, & 14 only)
    - e. Provide smoke detector in elevator machine room. (Elevators 8, 10, 12, & 14 only)

- f. Add heat detector to elevator machine room. (Elevators 8, 10, & 14 only)
  - g. Program all elevator fire system device into existing fire panel if compatible.
  - h. Provide pre-tests and finals of elevator fire system.
- 2) Hoistway and Pits
- a. Patch behind call and directional assemblies on front walls of hoistways.
  - b. Field patch hoistway walls.
  - c. Cut and patch wall for new elevator lobby fixtures.
  - d. Provide protected LED or fluorescent light in pit.
  - e. Replace existing switches for pit light and pump with illuminated switches and raise to proper height where applicable.
  - f. Convert existing duplex outlet with single outlet for sump pump where applicable.
  - g. Raise existing hose bib for sump pump to within 48" above first floor sill plate where applicable.
  - h. Provide conduit from fire control room to closest elevator hoistway if required.
  - i. Extend existing pit ladder to 48" above the sill plate on the first floor where applicable.
  - j. Rework copper discharge line and raise to within 48" above first floor sill plate. (Elevators 13 & 14 only)
- 3) Machine Room and Machinery Spaces
- a. Provide electrical ground for cabs and main line disconnect.
  - b. Provide fused main line disconnect with auxiliary contacts and refeed to existing shunt trip breaker box.
  - c. Re-pipe existing fused 120V-15A control feed to controller with switch lock for cab lighting to new controller.
  - d. Provide new protected LED or fluorescent light fixtures.
  - e. Provide bulb protection for existing light fixtures.
  - f. Replace the existing machine room switch with illuminated switch.
  - g. Patch and seal wall penetrations in machine room.
  - h. Provide new door closer for machine room entry door. (Elevators 12 & 13 only)
  - i. Provide dedicated GFCI to elevator machine room where applicable.

#### Exclusions

- 1) Any changes to the building to meet local or state codes are not included.
- 2) Any changes in the work required due to building conditions discovered in the performance of the work.
- 3) Any cutting and patching not specifically identified in this scope of work is not included.
- 4) The building's existing fire and life safety system must allow for the addition of new devices which must be available and not obsolete. In the event the devices are not available or obsolete, it is the owner's responsibility to update the system or accommodate the integration of new components.
- 5) Any work that has not been specifically identified in the above scope of work is excluded.