METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 17-36

For the purpose of approving the Scope of Work and Cost Proposals from KONE, Inc. for the Arlene Schnitzer Concert Hall (ASCH) Front-of-House and Back-of-House Elevator Modernization and authorizing the General Manager of Visitor Venues to execute the contract documents with KONE, Inc.

WHEREAS, major components of the Front-of-House and Back-of-House elevators at the ASCH have reached the end of their useful life; and

WHEREAS, elevator controls and notification systems do not meet current codes; and

WHEREAS, the work required on the elevators must be performed during the scheduled closure of the ASCH between July 1 and August 31, 2017; and

WHEREAS, this project will have a positive impact on the safety and comfort of patrons and employees of the ASCH; and

WHEREAS, MERC may use the US Communities Joint Cooperative Agreement #20141653 with KONE, Inc. (the Agreement) in accordance with Metro Procurement Rule 46-0400 and ORS 297A.210; and

WHEREAS, the proposals submitted by KONE, Inc. under the Agreement are in the amount of $264,631.55 for the two Front-of-House Elevators and $356,994.31 for the two Back-of-House Elevators; and

WHEREAS, MERC staff evaluated the Scope of Work and Cost Proposals submitted by KONE, Inc. under the Agreement and recommends their approval for the reasons provided in the Staff Report.

BE IT THEREFORE RESOLVED, that the Metropolitan Exposition Recreation Commission:

1. Approves the Scope of Work and Cost Proposals, attached as Exhibit A, under the terms of the Joint Cooperative Agreement.

2. Authorizes the General Manager of Visitor Venues to execute the contract documents on behalf of the Commission.

Passed by the Commission on November 1, 2017.

Approved as to form:
Alison R. Kean, Metro Attorney

By: _____
Nathan A.S. Sykes, Deputy Metro Attorney

Karis Stoudamire-Phillips
Chair

Secretary/Treasurer

MERC STAFF REPORT

Agenda Item: For the purpose of approving the scope and fee proposals from Kone, Inc. for the Arlene Schnitzer Concert Hall Front-of-House and Back-of-House Elevator Equipment Modernization and authorizing the General Manager of Visitor Venues to execute the contract documents.

Resolution No: 17-36

Date: November 1, 2017, 2017 **Presented by:** Nancy Strening

BACKGROUND: In December of 2013 Elevator Consulting Services (ECS) issued an Elevator Modernization Report for two (2) Hydraulic Front of House passenger elevators, one (1) Hydraulic Back of House elevator, and one (1) Overhead Geared Back of House passenger/service elevator at the Arlene Schnitzer Concert Hall.

The report noted that for each elevator, major components, including controller, pump unit, valves, oil lines and door operator had reached the end of useful life, and in many cases replacement parts are no longer available. The report also noted that while the elevators complied with the codes under which they were installed, they do not comply with current mandated code enforced by the State of Oregon.

A decision has been made to close the ASCH between July 1 and August 31 2018 in order to replace the orchestra shell. This is the optimal time to do the elevator work as well, since they need to be taken out of service for 8 weeks during the work.

The amount of time required for elevator equipment manufacturing, workforce scheduling, and installation is such that contracts must be in place before the end of 2017 in order to start and complete the work during the closure of the ASCH between July 1 and August 31 2018. This would not be possible if the project delivery method were the standard design-bid-build.

In the interest of expediting the project, Metro's Construction Project Management Office (cPMO) staff proposed utilizing a Cooperative Procurement, which is authorized under Metro Local Contract Review Board Administrative Rules Division 46-0400. cPMo and Procurement staff investigated existing US Communities Joint Cooperative contracts and identified an existing contract between the City of Denver and KONE, Inc., one of the few companies capable of doing this specialized work. Going directly to this contract will allow the project to meet the schedule constraints. The Office of Metro Attorney confirmed that it was appropriate to utilize this contract.

KONE, Inc. staff provided scope of work and cost proposals for the elevator modernization work. These scope and cost proposals are consistent with the information provided in the 2013 study.

There are no COBID firms capable of performing the elevator modernization work. KONE, Inc.'s hiring is through the Local 23 brand of the International Union of Elevator Constructors (IUEC). KONE, Inc. cannot directly control the hiring options as all of their labor is required to be taken directly from this Union and in accordance with Journeyman and Apprentice rules of the Union. KONE has advised that when they have added a new employee to their field crews, they have found the Union is typically without minority and female members who are available for hire. They currently have one female apprentice in on the labor team that was provided through the IUEC, and have committed to schedule this apprentice, if possible, on the ASCH Elevator Modernization Project.

FISCAL IMPACT: The Schnitzer Elevator modernization projects are included in the FY18-19 5-year Capital Improvement Plan (CIP) and will part of the FY18-19 budget request.

RECOMMENDATION: Staff recommends that the Metropolitan Exposition Recreation Commission, by Resolution No 17-36, approve the Attachment A proposals to the US Communities Joint Cooperative Contract #201414653 (attached hereto) with KONE, Inc., for the amounts of Two Hundred Sixty Four Thousand, Six Hundred Thirty One and 55/100 dollars ($264,631.55) for the two (2) Front-of-House Elevators and Three Hundred Fifty Six Thousand, Nine Hundred Ninety Four and 31/100 dollars ($356,994.31) for the two (2) Back-of-House Elevators at the Arlene Schnitzer Concert Hall and authorize the General Manager of Visitor Venues to execute the contract documents.

Attachment A

KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Services, repair or modernization under the U.S. Communities Program utilizing the Terms and Conditions of the City and County of Denver Master Contract (Reference GENRL-201414653-00 dated April 1st, 2014)

PROPOSED SCOPE OF WORK:

Modernization of two hydraulic elevators (1 & 2) located in Arlene Schnitzer Hall in Portland, OR: Please refer to the attached proposal as the scope of work.

Pricing per the following breakdown per the U.S. Communities Labor Rates and Mark Up:

LOCATION		POSITION					
Schnitzer Hall-Portland, OR		2018 LICENSED MECHANIC			2018 MECHANIC HELPER		
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS
23	Portland, OR	$215.23	$365.88	$430.45	$182.69	$310.56	$365.37
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	PERCENTAGE MARK-UP FOR MATERIALS AND PARTS					
23	Portland, OR	10% profit and 15% overhead from list					

USC Estimate	Hours	Rate	Sell
Regular Time Mechanic	420.13	$151.37	$63,595.08
Regular Time Helper	420.13	$127.84	$53,709.42
Overtime Premium Mechanic	0	$0.00	$0.00
Overtime Premium Helper	0	$0.00	$0.00
Material	$125,964.63	5%+10%	$147,327.05
		0%	$0
Storage			$0
Total for all Units			$264,631.55

APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of Oregon

ACCEPTANCE

Service Agreement Effective Date:

Service Agreement Number: **TBD**

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

Sign for on behalf of Participating Public Agency

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

Date: ___/___/___

Respectfully submitted,
KONE Inc.

_____
(Submitted By)

_____
(Approved By) Authorized Representative

_____
(Title)

Date: ___/___/___

Dedicated to People Flow™

KONE People Flow - Solution for You

- Eco-efficient
- Reliable
- Attractive

08/21/2017

08/21/2017

KONE Inc.
Elevators & Escalators

4265 SE International Way
Milwaukie, OR, 97222
Mobile 503-432-5216
Work 503-652-1011
steven.hobbs@kone.com
www.kone.us

Dear Nancy Strening,

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment located at the following address for the amount of $264,631.55 (excl. tax):

Schnitzer Hall (Elevators 1 & 2)
Portland, Oregon

Please know that we are available to assist you in coordinating the work by others as further described in our “Bid Attachment B“. Should you have any questions or require additional information, please feel to contact me directly. We look forward to hearing from you and working together on this project.

Yours sincerely,

Steven Hobbs
Modernization Sales Executive
KONE Inc.

1 Solution Specification

Elevators 1 - 2

Equipment number	#1 & #2
Rated load	2500 lbs / 5000 lbs
Rated speed	125 fpm
Travel height	40 ft 0 in
Number of floors	4

Offered Components

Door Panels	New satin stainless steel car door panels shall be provided where applicable. New door(s) shall be UL fire rated 1 1/2 hour.
ReNova Door Operator	A closed loop permanent magnet PWM high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code. Emergency devices and keys for opening doors from the landing shall be provided as required by the local code. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Door shall close after a predetermined time interval or immediately upon pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval. Door hangers and tracks shall be provided for each car door. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings.
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.
KCM831 Hydraulic Controller	KONE KCM831 is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE KCM831 is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users. A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller

	cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, trouble-shooting, and adjusting without requiring the use of an outside service tool.
Field Pipe & Accessories	New field pipe and or accessories shall be provided as required.
Hydraulic Power Unit	A hydraulic power unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump. Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load. An up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective. An automatic Safety Valve will be supplied in the oil line at the jack unit (pit) designed to shut off the flow of oil from the cylinder and bring the car to rest in case the car attains excessive down speed. Two (2) manual shut off valves will also be provided.
Additional items	Pit Ladders Permit and Inspections New hydraulic oil
Signalization	New signalization shall be provided as required.

Cab Interior and Ceiling

Cab Interiors for each elevator: Eastlake, Montlake or Newcastle

Cab Interior Design:

- Provide drawings prior to manufacturing for approval.
- Provide three (3) #4 brushed stainless steel true vent base supports.
- Provide seven (7) lower plastic laminate panels.
- Provide three (3) #4 brushed stainless steel handrail backer panels.
- Provide seven (7) upper plastic laminate Laminate panels.
- Provide #4 brushed stainless steel reveals.
- Provide three (3) 1 ¼"round #4 brushed stainless steel sectional handrails.
- Provide three (3) #4 brushed stainless steel frieze.
- Provide aluminum pad studs for three walls
- Provide custom protective pads for three (3) walls if requested.

Stainless Steel Suspended Ceiling:

- Provide submittal drawings prior to manufacturing for approval.
- Provide three (3) or six (6) pan #4 brushed stainless steel suspended ceiling with Man-D-Tec Illuminator LED lighting.

- **Note:** ANSI code restricts any increase in the dead weight of the car plus capacity to no more than 5% over what was originally engineered. If the weights are increased by more than the 5% allowable, a complete structural review including building supports will be required. Our bid does not include any labor, material, engineering, or calculations should the dead weight of the car plus capacity be increased by more than 5%.

2 DETAILED SPECIFICATION

Small Car

Door Panels	New door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 1/2 hour.
Number of car entrances	Front Opening Only
Car Panel Finishing Material	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.
Door Type	Two Speed Side Opening
Door Width (Inches)	36
Door Height (Inches)	84
Qty of sets of Car door panel (per car)	1

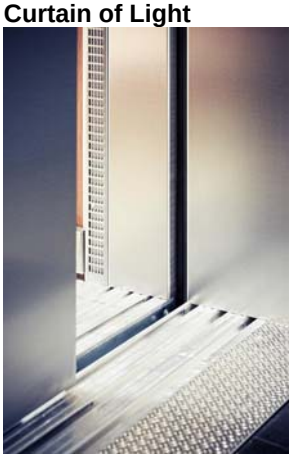
ReNova Door

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

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

Hoistway NEMA Rating	Hoistway rating is NEMA 1.
Number of car entrances	Front Opening Only
Number of front openings	4
Door Type	Two Speed Side Opening
Door Width (Inches)	36

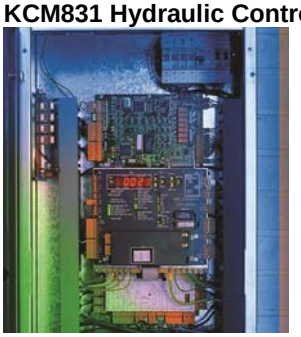
Curtain of Light



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.

Hoistway NEMA Rating	Hoistway rating is NEMA 1.
Number of car entrances	Front Opening Only

KCM831 Hydraulic Controller



KONE KCM831 is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE KCM831 is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.

A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, trouble-shooting, and adjusting without requiring the use of an outside service tool.

Elevator Group Size	Duplex
Number of floors served	4
Travel (in)	480
Rated Speed (fpm)	125
Hoistway NEMA Rating	Hoistway rating is NEMA 1.
Machine Room NEMA Rating	Machine room rating is NEMA 1.
Power Supply Voltage	208
Pit depth (in)	48
Overhead height (in)	156
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)
Existing Motor Size (hp)	25

New Motor Size	40
Motor Starts per Hour	120
Number of car entrances	Front Opening Only
Number of front openings	4
Card Reader Provisions	Controller will be equipped with card reader interface logic.
Signalization Type	Serial
COP quantity	1
Battery Backup	KONE will provide battery backup which will allow 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)
New Minimum Fusetron Size	150
Qty extra long flrs, 13-39ft	2
Qty Option Board	1
Work light under the car	Yes
Field Pipe & Accessories	New field pipe and or accessories shall be provided as required.
Field Pipe Accessories Make	Victaulic
Field Pipe Length (in)	240
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 automatic safety valves will be supplied in the oil line at the jack unit (pit) and in the machine room designed to shut off the flow of oil from the cylinder and bring the car to rest in case the car attains excessive down speed.
Qty of couplings	16
Qty of elbows	3
Seismic Rupture Valve	A rupture valve will be provided which provides protection against supply line failure that causes overspeed in the down direction.

Hydraulic Power Unit

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

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

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

An automatic Safety Valve will be supplied in the oil line at the jack unit (pit) designed to shut off the flow of oil from the cylinder and bring the car to rest in case the car attains excessive down speed.

Two (2) manual shut off valves will also be provided.

Travel (in)	480
Rated Load (lb)	2500
Rated Speed (fpm)	125
Existing Motor Size (hp)	25
New Motor Size	40
Motor Starts per Hour	120
Existing Piston Diameter [in.]	5
Control Valve OEM	Maxton
Empty Car Weight [lbs]	3000
Field Pipe Length (in)	240
Field Pipe Size	2"
FL Working Pressure at Pump	407.257197
Jack location	Inground
Jack type	Single Stage
Load Class	Passenger
Low Oil Switch	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
NL Static Pressure [Single Stage]	182.683197
Piston Wall	0.4375
Qty Jacks per Car	1

Seismic Restraints	Yes
Seismic Rupture Valve	A rupture valve will be provided which provides protection against supply line failure that causes overspeed in the down direction.
Number of car entrances	Front Opening Only
Car Top Handrail	A top of car handrail will be provided as required by code.
Toe Guard	A new code compliant toe guard will be provided.
Layout Type Required	An engineered machine room layout will be provided for informational purposes only.
Signalization	New signalization shall be provided as required.
Number of floors served	4
Number of car entrances	Front Opening Only
Number of front openings	4
Card Reader Provisions	Controller will be equipped with card reader interface logic.
Signalization Type	Serial
COP quantity	1
Qty of New Hall Station	4
Qty hall call lockout sws	2
Qty of car direction lanterns	1
Qty Hoistway Access Switch	2
Layout Drawings	Machine Room Only Mechanical Layout Drawing

Large Car

Door Panels	New door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 1/2 hour.
Number of car entrances	Front Opening Only
Car Panel Finishing Material	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.
Door Type	Two Speed Center Opening
Door Width (Inches)	72
Door Height (Inches)	84
Qty of sets of Car door panel (per car)	1

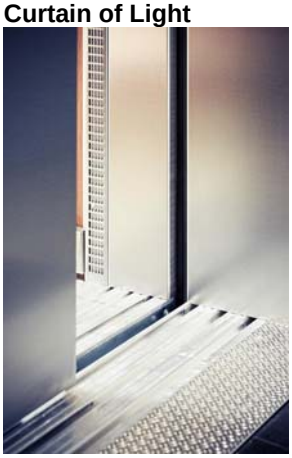
ReNova Door

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

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

Hoistway NEMA Rating	Hoistway rating is NEMA 1.
Number of car entrances	Front Opening Only
Number of front openings	4
Door Type	Two Speed Center Opening
Door Width (Inches)	72

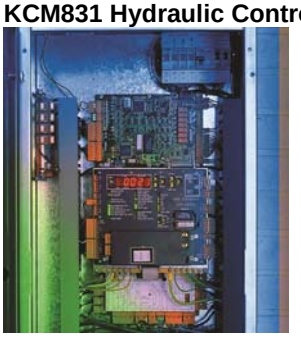
Curtain of Light



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.

Hoistway NEMA Rating	Hoistway rating is NEMA 1.
Number of car entrances	Front Opening Only

KCM831 Hydraulic Controller



KONE KCM831 is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE KCM831 is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.

A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, trouble-shooting, and adjusting without requiring the use of an outside service tool.

Elevator Group Size	Duplex
Number of floors served	4
Travel (in)	480
Rated Speed (fpm)	125
Hoistway NEMA Rating	Hoistway rating is NEMA 1.
Machine Room NEMA Rating	Machine room rating is NEMA 1.
Power Supply Voltage	480
Pit depth (in)	48
Overhead height (in)	156
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)
Existing Motor Size (hp)	50
New Motor Size	60
Motor Starts per Hour	120
Number of car entrances	Front Opening Only
Number of front openings	4
Card Reader Provisions	Controller will be equipped with card reader interface logic.
Signalization Type	Serial
COP quantity	2
Battery Backup	KONE will provide battery backup which will allow 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)
New Minimum Fusetron Size	100
Qty extra long flrs, 13-39ft	2
Qty Option Board	1
Work light under the car	Yes

Field Pipe & Accessories New field pipe and or accessories shall be provided as required.

Field Pipe Accessories Make	Victaulic
Field Pipe Length (in)	240
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 automatic safety valves will be supplied in the oil line at the jack unit (pit) and in the machine room designed to shut off the flow of oil from the cylinder and bring the car to rest in case the car attains excessive down speed.
Qty of couplings	16
Qty of elbows	3
Seismic Rupture Valve	A rupture valve will be provided which provides protection against supply line failure that causes overspeed in the down direction.

Hydraulic Power Unit

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

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

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

An automatic Safety Valve will be supplied in the oil line at the jack unit (pit) designed to shut off the flow of oil from the cylinder and bring the car to rest in case the car attains excessive down speed.

Two (2) manual shut off valves will also be provided.

Travel (in)	480
Rated Load (lb)	5000
Rated Speed (fpm)	125
Existing Motor Size (hp)	50
New Motor Size	60
Motor Starts per Hour	120
Existing Piston Diameter [in.]	6.5
Control Valve OEM	Maxton
Empty Car Weight [lbs]	5500
Field Pipe Length (in)	240

Field Pipe Size	3"
FL Working Pressure at Pump	403.82031
Jack location	Inground
Jack type	Single Stage
Load Class	Passenger
Low Oil Switch	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
NL Static Pressure [Single Stage]	176.408091
Piston Wall	0.3125
Qty Jacks per Car	1
Seismic Restraints	Yes
Seismic Rupture Valve	A rupture valve will be provided which provides protection against supply line failure that causes overspeed in the down direction.
Number of car entrances	Front Opening Only
Car Top Handrail	A top of car handrail will be provided as required by code.
Toe Guard	A new code compliant toe guard will be provided.
Layout Type Required	An engineered machine room layout will be provided for informational purposes only.
Signalization	New signalization shall be provided as required.
Number of floors served	4
Number of car entrances	Front Opening Only
Number of front openings	4
Card Reader Provisions	Controller will be equipped with card reader interface logic.
Signalization Type	Serial
COP quantity	2
Qty hall call lockout sws	2
Qty of car direction lanterns	1
Qty Hoistway Access Switch	2
Layout Drawings	Machine Room Only Mechanical Layout Drawing

Project notes	KONE has included in our bid the following electrical work that will be performed by Stoner Technology Services. Replace the existing disconnects with Bussmann Shunt Trip Disconnects. Insure pit and machine room 120-volt circuits are dedicated as required. Insure pit, machine room, and lobby lighting are up to code levels Install fused lockable cab lighting disconnect switches as necessary Install GFCI receptacles in the pits and machine rooms Install wiring for Battery lowering Install phone lines in conduit within the machine room Install wiring to indicate when the elevators are on emergency power Install wiring for a ductless split HVAC system Disconnect existing equipment and re-connect new, including temporary power if required Add fire alarm devices to the existing Silent Knight system to perform shunt trip, hat flash, and power monitoring
Handover date	Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is 8 weeks from order receipt, deposit and approval of drawings.
Downtime period	4-5 weeks per unit

Price Overview

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

Total Sales Price (excl. tax)	$264,631.55
Pricing Conditions	This offer is valid for 90 days.
Maintenance	The existing maintenance billing will be adjusted to reflect when each elevator is out of service. It will then be returned to normal once the elevators have been returned to normal operation.

Component Overview	
Equipment number	
Door Panel(s)	
ReNova Door Equipment	
Curtain of Light	
KCM831	
Field Pipe & Accessories	
Power unit	
Additional items	
Custom Fixtures	
Sales price	**$ 125,028.19**

Component Overview	
Equipment number	
Door Panel(s)	
ReNova Door Equipment	
Curtain of Light	
KCM831	
Field Pipe & Accessories	
Power unit	
Additional items	
Custom Fixtures	
Sales price	**$ 139,603.36**

Total Sales Price, excl. tax **$ 264,631.55**

3 Tender Approval

Receiver:
KONE Inc.
Steven Hobbs
4265 SE International Way
Milwaukie, OR, 97222
steven.hobbs@kone.com

Sender:
Nancy Strening
METRO
600 NE GRAND AVE
Oregon, PORTLAND, 97232

Submitted by:

Steven Hobbs
Modernization Sales Executive
08/21/2017

We accept the offer constituted by this proposal (total sales price of $264,631.55, excl. tax) and agree to the conditions contained therein.

Approved by KONE Corporate Officer

Signature: _____

Printed Name:

Title:

Date:

Approved by Purchaser

Signature: _____

Printed Name:

Title:

Company Name:

Date:

Alternates

Alternate #1: New hoistway doors and cladding of the entrance frames of each elevator

KONE will install new satin stainless steel hoistway doors at each landing. In addition to new hoistway doors, we will subcontract a steel company to wrap the existing painted entrance frames in satin stainless steel.

Cost to add Alternate #1 to the base bid: Thirty-Six Thousand Five Hundred Ninety-Seven and 00/100 Dollars ($36,597.00)

Sign here for acceptance of Alternate #1: X _____

Clarifications

Our proposal is based on the following clarifications:

• Contract terms between KONE Inc. and Purchaser shall be based on our Proposal and

Attachments. (See Attachment “A” and “B”)
• All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Purchaser’s responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
• The existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
• Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades’ failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
• No costs for preventive maintenance services are included in this capital improvement pricing.
• The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.
• In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.
• Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser’s approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.
• Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE’s work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE’s scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer warrants that KONE’s work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer’s sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE’s work.
• Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.
• For hydraulic elevators, we can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the new hydraulic cylinder assembly is based on encountering soil free of rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, additional time above or beyond the working days estimated to complete this project may be required. We will proceed with this portion of the project on a time and material basis, based on our normal billing rates.

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

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference

(collectively, the “Proposal”).

2. SPECIAL PURCHASING REQUIREMENTS

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

3. PROPOSAL CONDITIONS

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

4. PAYMENT TERMS

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

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

KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys’ fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first.

If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE’s scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects

identical to those pre-existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements ("Site Requirements"), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE's materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation. KONE's site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE's site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.

KONE's work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE's standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE's control, Customer shall store the Equipment at Customer's cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization.

KONE shall not be required to perform overtime or any Customer directed change to its work ("Extra Work") without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE's right to seek payment for Extra Work performed. KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in-place by fire, theft or vandalism, Customer shall compensate KONE for said damages. Additionally, the Customer is solely responsible for ensuring that the equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades.

6. TEMPORARY USE

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

7. HAZARDOUS MATERIALS

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

8. TITLE AND RISK TO EQUIPMENT

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

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

9. TURNOVER

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

10. DELAY

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

11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or

insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor. KONE DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

12. IDEMNIFICATION

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

13. INTELLECTUAL PROPERTY

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

14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs or copies of its insurance policies. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by an Owner/Contractor Controlled Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program.

15. LIMITATION OF LIABILITY

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

however, apply to any (i) indemnification obligations for third-party Claims; or (ii) breach by either party of any confidentiality obligations.

16. CONCEALED OR UNKNOWN CONDITIONS

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

17. TECHNICAL SURVEY

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

18. TERMINATION

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

19. GOVERNING LAW AND DISPUTE RESOLUTION

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

20. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any

rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.

Bid Attachment “B” / Site Requirements & Work by Other Trades

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

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

Electrical

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

Machine Room

• A code-compliant machine room. Provide or maintain fire rating as required by building code.
• Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
• Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
• Fire extinguisher inside machine room.
• Minimum clear machine room height of 7’-0”.
• Suitable lighting that provides a minimum of 19 ftc at floor.
• Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

Hoistway

• A code-compliant hoistway, constructed in accordance with KONE's requirements and specifications. Provide or maintain fire rating as required by building code.
• Patching of all holes in hoistway walls with fire rated material.
• Beveling all ledges within hoistway measuring over 4”.
• Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
• A guarded light fixture and light switch in pit. Switch must be located 42” above the lowest landing floor level.
• A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary

sewer systems, retention ponds, etc.).
• Elevator hoistway ventilation to the outside atmosphere as required by building code

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

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

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

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

General
• Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
• Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
• All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser’s responsibility.
• Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
• Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
• Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
• Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior

to start of the Work.
• Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.

Attachment A

KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Services, repair or modernization under the U.S. Communities Program utilizing the Terms and Conditions of the City and County of Denver Master Contract (Reference GENRL-201414653-00 dated April 1st, 2014)

PROPOSED SCOPE OF WORK:

Modernization of one traction elevator (#3) and one hydraulic elevator (#4) located in Arlene Schnitzer Hall in Portland, OR: Please refer to the attached proposal as the scope of work.

Pricing per the following breakdown per the U.S. Communities Labor Rates and Mark Up:

LOCATION		POSITION					
Schnitzer Hall-Portland, OR		2018 LICENSED MECHANIC			2018 MECHANIC HELPER		
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS
23	Portland, OR	$215.23	$365.88	$430.45	$182.69	$310.56	$365.37
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	PERCENTAGE MARK-UP FOR MATERIALS AND PARTS					
23	Portland, OR	10% profit and 15% overhead from list					

USC Estimate	Hours	Rate	Sell
Regular Time Mechanic	654.72	$151.37	$99,104.97
Regular Time Helper	654.72	$127.84	$83,699.40
Overtime Premium Mechanic	0	$0.00	$0.00
Overtime Premium Helper	0	$0.00	$0.00
Material	$148,932.40	5%+10%	$174,189.94
		0%	$0
Storage			$0
Total for all Units			$356,994.31

APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of Oregon

ACCEPTANCE

Service Agreement Effective Date:

Service Agreement Number: **TBD**

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

Sign for on behalf of Participating Public Agency

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

Date: ___/___/___

Respectfully submitted,
KONE Inc.

_____
(Submitted By)

_____
(Approved By) Authorized Representative

_____
(Title)

Date: ___/___/___

Dedicated to People Flow™

KONE People Flow - Solution for You

- Eco-efficient
- Reliable
- Attractive

08/22/2017

08/22/2017

KONE Inc.
Elevators & Escalators

4265 SE International Way
Milwaukie, OR, 97222
Mobile 503-432-5216
Work 503-652-1011
steven.hobbs@kone.com
www.kone.us

Dear Nancy Strening,

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment located at the following address for the amount of $356,994.31.00 (excl. tax):

Schnitzer Hall
Portland, Oregon

Please know that we are available to assist you in coordinating the work by others as further described in our “Bid Attachment B“. Should you have any questions or require additional information, please feel to contact me directly. We look forward to hearing from you and working together on this project.

Yours sincerely,

Steven Hobbs
Modernization Sales Executive
KONE Inc.

1 Solution Specification

Elevator # 3 – Traction Elevator

Equipment number	#3
Rated load	2000 lbs
Rated speed	100 fpm
Travel height	Retain
Number of floors	7

Offered Components

Door Panels	New satin stainless steel car door panels shall be provided where applicable. New doors shall be UL fire rated 1 1/2 hour.
Curtain of Light	The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.
Door Operator	A new car door operator shall be installed and arranged to automatically open and close the car door panel. The opening and closing shall be made smoothly and shall be cushioned at both final limits of travel. The door operator shall be arranged so that, in the event of a power failure of the operating circuits, the car doors cannot be readily opened by hand from within the elevator cab. The elevator shall not be able to move away from a landing until the car door panel is fully closed. The car door shall be equipped with a contact, which will prevent operation of the car unless the car door is closed. The contact shall be of the approved type and tested as required by code.
KONE ReSolve	KONE ReSolve is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE ReSolve is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users. A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. The control for the hoist motor will be by means of a solid-state drive system. The system will be a controlled pulse-width modulated AC vector drive. The variable voltage variable frequency drive will convert the AC power supply using a two-step process to a variable voltage variable frequency power supply for use by the hoist motor. Varying the frequency and voltage of the motor will automatically and continuously control the speed, acceleration and deceleration. The system will be closed loop.

	Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, trouble-shooting, and adjusting without requiring the use of an outside service tool.
MX Machine	A new AC Gearless machine, with permanent magnet synchronous motor, direct current electro-mechanical disc brakes and integral traction drive sheave shall be provided. Brake shall be spring applied and electrically released and designed to hold car at the floor level after coming to rest. The drive sheave shall be accurately turned and grooved for the quantity and size of hoist ropes applicable to service.
Additional items	Pit Ladder Permit and Inspection Earthquake Shaker Box Battery Lowering Device
Compensation	New compensation (ropes or encapsulated chain) as required.
Guides	New slide guide assemblies shall be provided.
Governor	The car safety will be activated by a new speed governor located overhead, driven by a governor rope suitably connected to the car safety. The governor will be equipped with rope grip jaws designed to clamp the governor rope so as to actuate the car safety upon a predetermined over speed downward. The governor will be set at not less than 115% of specified rated car speed and not more than the maximum governor tripping speed specified in the code for the specified rated car speed. The rope grip jaws must be positively tripped within the permitted range of speed. The governor rope-tripping device will be so designed that no appreciable damage to or deformation of the governor rope will result from the stopping action of the device in operating the car safety. The governor over speed switches will conform to ANSI A17.1 code requirements and be so located and enclosed that excess lubricant will not enter the switch enclosure. Upon activation of the safety switch, the switch will remain in the open position until manually reset. The governor will be accurately adjusted and sealed with tripping speed specified. Date tags indicating the test date will be applied.
Hoist Ropes	New hoist cables shall be provided. The hoisting cables will be designed for elevator service, compatible with the hoist machine, and having a factor of safety at least equal to that specified in the ANSI Code.
Counterweight	A new counterweight frame and/or filler weights shall be provided as applicable.
Governor Ropes	A new governor cable(s) compatible with the specifications for the new governor will be provided. The governor cable is to pass over the governor sheave and under a weighted tension device at the bottom of the hoist way. During normal operation of each elevator, the governor rope will run free and clear of the governor gripping jaws, cable guards and all other stationary parts. A metal tag will be

attached to the top of the car-releasing carrier, giving the diameter, material of cable, and with date of cable installation. Tags will be attached in an approved manner.

Signalization New signalization shall be provided as required.

Layout Drawings Mechanical Layout Engineering - Complete Layout

Cab Interior and Ceiling Cab Interiors for the elevator: Eastlake, Montlake or Newcastle

Cab Interior Design:

- Provide drawings prior to manufacturing for approval.
- Provide three (3) #4 brushed stainless steel true vent base supports.
- Provide seven (7) lower plastic laminate panels.
- Provide three (3) #4 brushed stainless steel handrail backer panels.
- Provide seven (7) upper plastic laminate Laminate panels.
- Provide #4 brushed stainless steel reveals.
- Provide three (3) 1 ¼”round #4 brushed stainless steel sectional handrails.
- Provide three (3) #4 brushed stainless steel frieze.
- Provide aluminum pad studs for three walls
- Provide custom protective pads for three (3) walls if requested.

Stainless Steel Suspended Ceiling:

- Provide submittal drawings prior to manufacturing for approval.
- Provide three (3) or six (6) pan #4 brushed stainless steel suspended ceiling with Man-D-Tec Illuminator LED lighting.

- **Note:** ANSI code restricts any increase in the dead weight of the car plus capacity to no more than 5% over what was originally engineered. If the weights are increased by more than the 5% allowable, a complete structural review including building supports will be required. Our bid does not include any labor, material, engineering, or calculations should the dead weight of the car plus capacity be increased by more than 5%.

Elevator #4 - Hydraulic

Equipment number	#4
Rated load	4000 lbs
Rated speed	125 fpm
Travel height	40 ft 0 in
Number of floors	5

Offered Components

Door Panels

New satin stainless steel car door panels shall be provided where applicable. New doors shall be UL fire rated 1 1/2 hour.

ReNova Door Operator

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

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

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.

KCM831 Hydraulic Controller

KONE KCM831 is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE KCM831 is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.

A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to

	accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, trouble-shooting, and adjusting without requiring the use of an outside service tool.
Field Pipe & Accessories	New field pipe and or accessories shall be provided as required.
Hydraulic Power Unit	A hydraulic power unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump. Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load. An up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective. An automatic Safety Valve will be supplied in the oil line at the jack unit (pit) designed to shut off the flow of oil from the cylinder and bring the car to rest in case the car attains excessive down speed. Two (2) manual shut off valves will also be provided.
Additional items	New pit ladder Permit and inspection New oil Battery Lowering Device
Signalization	New signalization shall be provided as required.
Layout Drawings	Mechanical Layout Engineering - Machine Room Only

Cab Interior and Ceiling

Cab Interiors for the elevator: Eastlake, Montlake or Newcastle

Cab Interior Design:

- Provide drawings prior to manufacturing for approval.
- Provide three (3) #4 brushed stainless steel true vent base supports.
- Provide seven (7) lower brushed stainless steel panels.
- Provide three (3) #4 brushed stainless steel handrail backer panels.
- Provide seven (7) upper plastic laminate Laminate panels.
- Provide #4 brushed stainless steel reveals.
- Provide three (3) 1 ¼"round #4 brushed stainless steel sectional handrails.
- Provide three (3) #4 brushed stainless steel frieze.
- Provide aluminum pad studs for three walls
- Provide custom protective pads for three (3) walls if requested.

Stainless Steel Suspended Ceiling:

- Provide submittal drawings prior to manufacturing for approval.
- Provide three (3) or six (6) pan #4 brushed stainless steel suspended ceiling with Man-D-Tec Illuminator LED lighting.

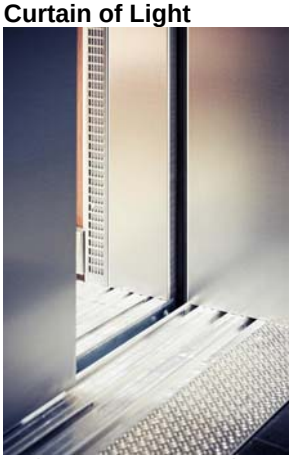
- **Note:** ANSI code restricts any increase in the dead weight of the car plus capacity to no more than 5% over what was originally engineered. If the weights are increased by more than the 5% allowable, a complete structural review including building supports will be required. Our bid does not include any labor, material, engineering, or calculations should the dead weight of the car plus capacity be increased by more than 5%.

2 DETAILED SPECIFICATION

Elevator #3 - Traction

Door Panels	New door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 1/2 hour.
Number of car entrances	Front Opening Only
Car Panel Finishing Material	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.
Door Type	Two Speed Side Opening
Door Width (Inches)	36
Door Height (Inches)	84
Qty of sets of Car door panel (per car)	1

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.

Hoistway NEMA Rating	Hoistway rating is NEMA 1.
Number of car entrances	Front Opening Only

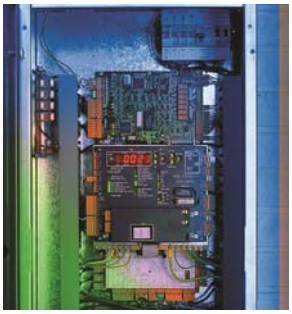
Door Operator

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

Elevator Group Size	Simplex
Hoistway NEMA Rating	Hoistway rating is NEMA 1.
Number of car entrances	Front Opening Only
Number of front openings	7
Car Door Clutch locking	A new restrictive style car door clutch will be provided.
Door Type	Two Speed Side Opening
Door Width (Inches)	36
Hatch Door Closer	New hatch door closers will be provided at the specified number of openings.

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

KONE ReSolve



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

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

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

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

Elevator Group Size	Simplex
Number of floors served	7
Travel (in)	780
Rated Load (lb)	2000
Rated Speed (fpm)	100
Hoistway NEMA Rating	Hoistway rating is NEMA 1.
Machine Room NEMA Rating	Machine room rating is NEMA 1.
Roping Ratio	1:1
Power Supply Voltage	208
Pit depth (in)	72
Overhead height (in)	240
Machine Room Location	Overhead
Machine Room Duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes)
Number of car entrances	Front Opening Only
Number of front openings	7
Card Reader Provisions	Controller will be equipped with card reader interface logic.
COP quantity	1

New hall monitor intercom (NOT by factory)	Yes
Traveling Cable(s)	KONE will remove the existing traveling cables and replace with new traveling cables designed for elevator service. In addition to our standard traveling cable, a second traveling cable be provided for security and/or card reader provisions.
Battery Backup	KONE will provide battery backup which will allow passengers to safely exit an elevator in the event of a power outage.
Loadweigh Device	A Load Weighing device will be provided which will continuously monitor the load in the elevator car. The load-weighing device provides information necessary for the Bypass Load Feature, and the Overload Feature to operate. The loadweigh device is also used to provide pre-torqueing so higher performance can be achieved.
Hoistway Duct	KONE will remove all existing wiring, conduit and duct from the hoistway. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes)
Qty Option Board	2

MX Machines

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

Rated Load (lb)	2000
Rated Speed (fpm)	100
Machine Room NEMA Rating	Machine room rating is NEMA 1.
Existing Roping Ratio	1:1
Roping Ratio	1:1
MX Check Req'd from Duty Table?	Yes
MX Machine Engr Check Req'd?	Yes
Machine Room Location	Overhead
Machine Type Approved by Engr?	Yes
Number of car entrances	Front Opening Only
Car Top Handrail	A top of car handrail will be provided as required by code.
Seismic Ring and String	A seismic ring and string will be provided.
Toe Guard	A new code compliant toe guard will be provided.
Elevator Group Size	Simplex
Layout Type Required	An engineened machine room layout will be provided for approval.
Compensation	New compensation (ropes or encapsulated chain) as required.
Travel (in)	780
Rated Speed (fpm)	100

Roping Ratio	1:1
Compensation Type	New Whisperflex style compensation will be provided to insure proper counter balance in accordance with application criteria.
Compensation Quantity	1
Guides	New roller guide assemblies shall be provided.
Rated Load (lb)	2000
Rated Speed (fpm)	100
Car Guide Seismic Retainers	Yes
Car guide shoes adapters	Yes
Car Guideshoe Type	HW #382 (Slide)
Counterweight guide shoes adapters	Yes
CWT Guide Seismic Retainers	Yes
CWT Guideshoe Type	HW #383 (Slide)
New CWT Guideshoes	New slide guide shoes will be provided.
New Car Guideshoes	New slide guide shoes will be provided.
Governor	The car safety will be activated by a new speed governor located overhead, driven by a governor rope suitably connected to the car safety. The governor will be equipped with rope grip jaws designed to clamp the governor rope so as to actuate the car safety upon a predetermined over speed downward. The governor will be set at not less than 115% of specified rated car speed and not more than the maximum governor tripping speed specified in the code for the specified rated car speed. The rope grip jaws must be positively tripped within the permitted range of speed. The governor rope-tripping device will be so designed that no appreciable damage to or deformation of the governor rope will result from the stopping action of the device in operating the car safety. The governor over speed switches will conform to ANSI A17.1 code requirements and be so located and enclosed that excess lubricant will not enter the switch enclosure. Upon activation of the safety switch, the switch will remain in the open position until manually reset. The governor will be accurately adjusted and sealed with tripping speed specified. Date tags indicating the test date will be applied.
Rated Speed (fpm)	100
Hoistway NEMA Rating	Hoistway rating is NEMA 1.
Machine Room NEMA Rating	Machine room rating is NEMA 1.
Type of Governor(s)	Car
Governor Location	Machine Room
Tension Weight	For Car
Hoist Ropes	New hoist cables shall be provided. The hoisting cables will be designed for elevator service, compatible with the hoist machine, and having a factor of safety at least equal to that specified in the ANSI Code.
Travel (in)	780
Roping Ratio	1:1
Pit depth (in)	72
Overhead height (in)	240
Machine Room Location	Overhead

Shackles	New shackles will be provided.
Wrapping	Single
Counterweight	A new counterweight frame and/or filler weights shall be provided as applicable.
Rated Load (lb)	2000
Rated Speed (fpm)	100
Hoistway NEMA Rating	Hoistway rating is NEMA 1.
Roping Ratio	1:1
Compensation Type	New Whisperflex style compensation will be provided to insure proper counter balance in accordance with application criteria.
Counterweight DGB (in)	[USEL_DGB(36)]
Cwt Frame and middleweights	A counterweight frame and middleweights will be provided.
Rope Comp Cwt Hitch	Yes
Calculated Middleweight (lbs)	4970
Empty Car Weight [lbs]	4600
Governor Ropes	A new governor cable(s) compatible with the specifications for the new governor will be provided. The governor cable is to pass over the governor sheave and under a weighted tension device at the bottom of the hoist way. During normal operation of each elevator, the governor rope will run free and clear of the governor gripping jaws, cable guards and all other stationary parts. A metal tag will be attached to the top of the car-releasing carrier, giving the diameter, material of cable, and with date of cable installation. Tags will be attached in an approved manner.
Travel (in)	780
Governor Rope	A new traction steel governor rope of appropriate size to insure proper operation, will be provided. As a minimum, the governor rope will comply with the factor of safety requirements of the ASME A17.1 Safety Code for Elevators.
Governor Rope Diameter	1/2in
Pit depth (in)	72
Overhead height (in)	240
Signalization	New signalization shall be provided as required.
Number of floors served	7
Number of car entrances	Front Opening Only
Number of front openings	7
Card Reader Provisions	Controller will be equipped with card reader interface logic.
Signalization Type	Serial
COP quantity	1
Qty of New Hall Station	7
Qty of car direction lanterns	1
Qty Hoistway Access Switch	2
Layout Drawings	Complete Mechanical Layout Drawings

Elevator #4 - Hydraulic

Door Panels

	New door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 1/2 hour.
Number of car entrances	Front Opening Only
Car Panel Finishing Material	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.
Door Type	Two Speed Side Opening
Door Width (Inches)	48
Door Height (Inches)	84
Qty of sets of Car door panel (per car)	1

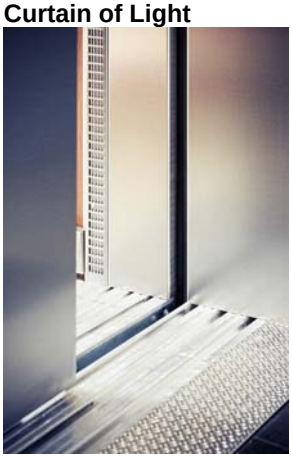
ReNova Door

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

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

Hoistway NEMA Rating	Hoistway rating is NEMA 1.
Number of car entrances	Front Opening Only
Number of front openings	5
Door Type	Two Speed Side Opening
Door Width (Inches)	48

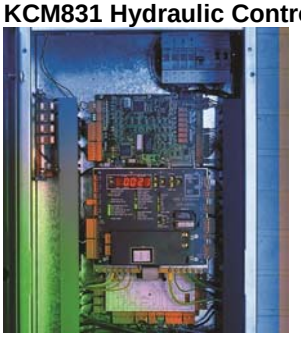
Curtain of Light



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.

Hoistway NEMA Rating	Hoistway rating is NEMA 1.
Number of car entrances	Front Opening Only

KCM831 Hydraulic Controller



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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 accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, trouble-shooting, and adjusting without requiring the use of an outside service tool.

Elevator Group Size	Simplex
Number of floors served	5
Travel (in)	480
Rated Speed (fpm)	125
Hoistway NEMA Rating	Hoistway rating is NEMA 1.
Machine Room NEMA Rating	Machine room rating is NEMA 1.
Power Supply Voltage	240
Pit depth (in)	48
Overhead height (in)	156
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)
Existing Motor Size (hp)	40

New Motor Size	50
Motor Starts per Hour	120
Number of car entrances	Front Opening Only
Number of front openings	5
Card Reader Provisions	Controller will be equipped with card reader interface logic.
Signalization Type	Serial
COP quantity	1
Battery Backup	KONE will provide battery backup which will allow 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)
New Minimum Fusetron Size	175
Qty Option Board	1
Field Pipe & Accessories	New field pipe and or accessories shall be provided as required.
Field Pipe Accessories Make	Victaulic
Field Pipe Length (in)	240
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 automatic safety valves will be supplied in the oil line at the jack unit (pit) and in the machine room designed to shut off the flow of oil from the cylinder and bring the car to rest in case the car attains excessive down speed.
Qty of couplings	16
Qty of elbows	3
Seismic Rupture Valve	A rupture valve will be provided which provides protection against supply line failure that causes overspeed in the down direction.

Hydraulic Power Unit

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

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

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

An automatic Safety Valve will be supplied in the oil line at the jack unit (pit) designed to shut off the flow of oil from the cylinder and bring the car to rest in case the car attains excessive down speed.

Two (2) manual shut off valves will also be provided.

Travel (in)	480
Rated Load (lb)	4000
Rated Speed (fpm)	125
Existing Motor Size (hp)	40
New Motor Size	50
Motor Starts per Hour	120
Existing Piston Diameter [in.]	6
Control Valve OEM	Maxton
Empty Car Weight [lbs]	4500
Field Pipe Length (in)	240
Field Pipe Size	2"
FL Working Pressure at Pump	447.510197
Jack location	Inground
Jack type	Single Stage
Load Class	Passenger
Low Oil Switch	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
NL Static Pressure [Single Stage]	177.056035
Piston Wall	0.375
Qty Jacks per Car	1

Seismic Restraints	Yes
Seismic Rupture Valve	A rupture valve will be provided which provides protection against supply line failure that causes overspeed in the down direction.
Number of car entrances	Front Opening Only
Layout Type Required	An engineered machine room layout will be provided for informational purposes only.
Signalization	New signalization shall be provided as required.
Number of floors served	5
Number of car entrances	Front Opening Only
Number of front openings	5
Card Reader Provisions	Controller will be equipped with card reader interface logic.
Signalization Type	Serial
COP quantity	1
Qty of New Hall Station	5
Qty of car direction lanterns	1
Qty Hoistway Access Switch	2
Layout Drawings	Machine Room Only Mechanical Layout Drawing

Project notes	KONE has included in our bid the following electrical work that will be performed by Stoner Technology Services. Replace the existing disconnects with Bussmann Shunt Trip Disconnects. Insure pit and machine room 120-volt circuits are dedicated as required. Insure pit, machine room, and lobby lighting are up to code levels Install fused lockable cab lighting disconnect switches as necessary Install GFCI receptacles in the pits and machine rooms Install wiring for Battery lowering Install phone lines in conduit within the machine room Install wiring to indicate when the elevators are on emergency power Install wiring for a ductless split HVAC system (Elevator #3 only) Disconnect existing equipment and re-connect new, including temporary power if required Add fire alarm devices to the existing Silent Knight system to perform shunt trip, hat flash, and power monitoring
Handover date	Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is 16 weeks from order receipt, deposit and approval of drawings.
Downtime period	Elevator #3 (9-11 weeks) Elevator #4 (4-5 weeks)

Price Overview

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

Total Sales Price (excl. tax)	$356,994.31
Pricing Conditions	This offer is valid for 90 days.
Maintenance	The existing maintenance billing will be adjusted to reflect when each elevator is out of service. It will then be returned to normal once the elevators have been returned to normal operation.

Elevator #3 - Traction	
Equipment number	
Door Panel(s)	
Curtain of Light	
GAL Door Equipment	
KONE ReSolve	
MX Machines	
Additional items	
Comp. Ropes & chains	
Guide shoes	
Governor	
Traction Ropes	
Counterweight	
Governor Ropes	
Custom Fixtures	
Sales price	**$ 229,368.13**

Component Overview	
Equipment number	
Door Panel(s)	
ReNova Door Equipment	
Curtain of Light	
KCM831	
Field Pipe & Accessories	
Power unit	
Additional items	
Custom Fixtures	
Sales price	**$ 127,626.18**

Total Sales Price, excl. tax	**$ 356,994.31**

3 Tender Approval

Receiver:
KONE Inc.
Steven Hobbs
4265 SE International Way
Milwaukie, OR, 97222
steven.hobbs@kone.com

Sender:
Nancy Strening
METRO
600 NE GRAND AVE
Oregon, PORTLAND, 97232

Submitted by:

Steven Hobbs
Modernization Sales Executive
08/22/2017

We accept the offer constituted by this proposal (total sales price of $356,994.31, excl. tax) and agree to the conditions contained therein.

Approved by KONE Corporate Officer	**Approved by Purchaser**
Signature: _____	Signature: _____
Printed Name:	Printed Name:
Title:	Title:
Date:	Company Name:
	Date:

Alternates

Alternate #1: New hoistway doors and cladding of the entrance frames

KONE will install new satin stainless steel hoistway doors at each landing. In addition to new hoistway doors, we will subcontract a steel company to wrap the existing painted entrance frames in satin stainless steel.

Cost to add Alternate #1 to the base bid: Twenty-Nine Thousand Six Hundred Ninety-Two and 00/100 Dollars ($29,692.00)

Sign here for acceptance of Alternate #1: X _____

Clarifications

Our proposal is based on the following clarifications:

• Contract terms between KONE Inc. and Purchaser shall be based on our Proposal and Attachments. (See Attachment “A” and “B”)
• All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Purchaser’s responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
• The existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
• Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades’ failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
• No costs for preventive maintenance services are included in this capital improvement pricing.
• The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.
• In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.
• Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser’s approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.
• Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE’s work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE’s scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer warrants that KONE’s work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer’s sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE’s work.
• Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.
• For hydraulic elevators, we can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the new hydraulic cylinder assembly is based on encountering soil free of rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, additional time above or beyond the working days estimated to complete this project may be required. We will proceed with this portion of the project on a time and material basis, based on our normal billing rates.

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

1. APPLICATION OF THESE TERMS

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

2. SPECIAL PURCHASING REQUIREMENTS

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

3. PROPOSAL CONDITIONS

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

4. PAYMENT TERMS

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

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

KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys’ fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first.

If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE's scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects identical to those pre-existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements ("Site Requirements"), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE's materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation. KONE's site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE's site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.

KONE's work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE's standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE's control, Customer shall store the Equipment at Customer's cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization.

KONE shall not be required to perform overtime or any Customer directed change to its work ("Extra Work") without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE's right to seek payment for Extra Work performed. KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in-place by fire, theft or vandalism, Customer shall compensate KONE for said damages. Additionally, the Customer is solely responsible for ensuring that the equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades.

6. TEMPORARY USE

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

7. HAZARDOUS MATERIALS

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

8. TITLE AND RISK TO EQUIPMENT

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

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

9. TURNOVER

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

10. DELAY

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

11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor. KONE DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

12. IDEMNIFICATION

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

13. INTELLECTUAL PROPERTY

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

14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs or copies of its insurance policies. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by an Owner/Contractor Controlled Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program.

15. LIMITATION OF LIABILITY

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

16. CONCEALED OR UNKNOWN CONDITIONS

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

17. TECHNICAL SURVEY

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

18. TERMINATION

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

19. GOVERNING LAW AND DISPUTE RESOLUTION

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

20. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations

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

Bid Attachment “B” / Site Requirements & Work by Other Trades

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

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

Electrical

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

Machine Room

• A code-compliant machine room. Provide or maintain fire rating as required by building code.
• Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
• Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
• Fire extinguisher inside machine room.
• Minimum clear machine room height of 7’-0”.
• Suitable lighting that provides a minimum of 19 ftc at floor.
• Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

Hoistway

• A code-compliant hoistway, constructed in accordance with KONE's requirements and specifications. Provide or maintain fire rating as required by building code.
• Patching of all holes in hoistway walls with fire rated material.
• Beveling all ledges within hoistway measuring over 4”.
• Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
• A guarded light fixture and light switch in pit. Switch must be located 42” above the lowest landing floor level.
• A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary

sewer systems, retention ponds, etc.).
• Elevator hoistway ventilation to the outside atmosphere as required by building code

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

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

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

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

General
• Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
• Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
• All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser’s responsibility.
• Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
• Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
• Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
• Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior

to start of the Work.
• Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.