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April 9, 2019

Medique Products 17080 Alico Commerce Court Ft. Myers FL 33967

RE: Bid - Medique Products- Ft. Myers, FL

KONE proposes to furnish and install one (1) KONE EcoSpace gearless traction elevator for the sum of **\$84,000**. Our pricing includes all applicable taxes and is valid for a period of sixty (60) days. The pricing is based upon no building plans and no specifications. However the below clarifications supersede.

Pricing is based on 2019 material and 2020 labor.

Project Specific Clarifications:

- 1. Our proposal is based upon execution of a KONE Care extended maintenance agreement with the construction contract. The terms of this agreement shall be honored during the warranty period and include KONE Care with 24/7 Connect, wireless and 24/7 phone monitoring. Please find KONE Care 24/7 Connect detail attached.
- 2. This proposal is inclusive of an equitable adjustment in price in accordance with the known impact of recent U.S. tariffs in effect at the time of this proposal. After the date of this proposal, if further tariff legislation impacts the work included in this proposal, and KONE's price or time to perform the work, KONE shall be entitled to an equitable adjustment in contract price and a time extension to complete its work commensurate with the impact.
- 3. Our bid is based upon KONE performing 100% of the installation labor in 2019. If the elevator installation is delayed due to others, and will negatively affect the above mentioned schedule, then KONE will be compensated for all applicable labor escalation.
- 4. When requested, KONE can and will provide schedule input regarding the vertical transportation installation and enter into contract based upon a specific and mutually agreeable elevator installation schedule. On projects with multiple elevators/escalators we have based our pricing on installing the elevators sequentially. In addition, this proposal is based upon installation manpower availability at the time of the proposal submittal.
- 5. This proposal assumes there is no occupied space beneath the elevator shafts.
- 6. Flooring is to be provided and installed by others and cannot exceed $\frac{1}{2}$ " thickness and 3lbs per sq. ft.
- 7. A battery lowering device has not been included.
- 8. If security (card reader, camera, etc.) provisions have been purchased, the installation and coordination must be completed prior to final elevator inspection while crews are on site.
- 9. We have not included any seismic provisions.
- 10. Phones we require an analog phone line for each elevator however we do offer a wireless digital solution.
- 11. The proposed elevators will be in accordance with the following details:

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Elevator #1 (SIMPLEX) (Machine-Room-Less Traction)

Capacity: 2000LBTravel: 12' - 0"SPEED: 150fpmLandings: 2 (2- Front)Cab Shell:KONE MCD-S 16 gauge steel shell with flat vertical manufacturers standard laminate. 1.25" round satinstainless handrail to be located on the rear wall only.

Cab Height: 8' (7' 4" under the ceiling)

<u>Ceiling:</u> Brushed satin stainless steel island downlight ceiling with six (6) round or square LEDs.

Entrances: 3'- 0" wide x 7'-0" tall single speed side opening doors –brushed stainless steel on all levels **Fixtures**: One (1) KONE standard car station, Standard Car Directional Lantern, KSS 570 series fixtures for cab and hall fixtures finished in satin stainless steel.

Required hoistway size: 7' 4" W x 5' 9" D – Minimum; 7' 6" W x 5' 11" D - Recomended

Control Closet: No control room or machine room required. SAVE \$\$\$\$ Controller to be located in elevator door jamb at the top landing.

Required pit depth/clear overhead: 5' – 0" deep and 13'-8" (Includes 8" hoistbeam) **Maintenance**: 3 months – Includes regular time call back service

Emergency Power: NONE

Card Reader Provisions: NONE

<u>Cab Pads:</u> KONE will furnish and install cab studs and one (1) set of pads.

SPECIFIC CLARIFICATIONS:

- 1. Our price <u>includes</u> furnishing and installing the required pit ladder.
- 2. Our price includes furnishing the required hoist beam to be installed by others (not KONE).
- **3.** NOTE: Our bid is based on 2019 material and 2020 labor.
- 4. No Temporary use included.
- 5. Any changes to the assumptions above and below may require an updated bid and change the price accordingly

12. If the Integrated Control Solution (ICS) is to be utilized on this project please note the following:

- Provide a completely open front wall at top landing with access as indicated on the KONE final drawings.
- Provide environment for proper equipment operation per code (ASME A17.1) during installation and after acceptance, the temperature at the top floor elevator lobby must maintain between 40° and 104° F. Maximum allowed humidity is 95% non-condensing. We DO NOT recommend this application where the top floor elevator entrance is exposed to the elements/weather and/or the lobby is an unconditioned space.
- The 3-phase fused disconnect and car lighting disconnect to be located in the building's main electrical distribution room or electrical closet.





General Clarifications:

- 13. KONE assumes the contract terms, insurance terms, and construction schedules (project schedule is not subject to delay damages, liquidated or consequential) will be mutually agreeable between KONE and your firm (See Attachment A). In the event that this proposal will not serve as our binding agreement, progress on this scope of work (including but not limited to booking, engineering, submittals, manufacturing, installation, and warranty) cannot begin until the scope specific Subcontract is received with all referenced documents; including Schedules, Plans, Specifications, Addenda, Prime Contract (if referenced), General Conditions, and Scope of Work.
- 14. Our proposal is based on issuance of standard certificate of insurance. Should this project have an OCIP/CCIP program, KONE shall enroll at no cost as KONE receives no financial deduction in our overall insurance costs. Additionally, there will be a fee in order to participate.
- 15. We have not included any costs associated with Textura or similar 3rd party billing services.
- 16. KONE cannot guarantee attendance at all regularly scheduled onsite meetings, but KONE Supervisor and Project Manager are available via phone, email, and mutually convenient meetings. To maximize installation efficiency, KONE field personnel will not be required to attend onsite meetings. KONE will not accept any penalties or fines for missed meetings or safety violations. Additionally, payments shall not be withheld or delayed.
- 17. For items that are to be furnished and installed by your firm or by other trades please see Attachment B.
- 18. Temporary use of the elevator equipment is not included in this proposal. Temporary / Construction Use of the elevator(s) will require Contractor to sign KONE's Temporary Use Agreement. Protection of cab interior and providing a car operator are by others. Temporary Inspection fees must be paid by Contractor directly to the State Inspection office. Refurbishment of elevator after construction use shall be on a time and material basis at our normal hourly billing rates.
- 19. Any road shut downs for the delivery of elevator equipment are by the General Contractor.
- 20. If a performance and payment bond is required, please add \$6.00 per \$1,000.00 of the contract amount.

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- 21. If runtime is required for this project, it can be provided at the rate of \$200.00/straight-time hour.
- 22. We have assumed free onsite parking will be provided.
- 23. We have not included the participation in a composite clean-up crew.
- 24. Water removal from elevator pits shall be the responsibility of others.
- 25. Adequate elevator guide rail bracket support, including intermediate, overhead, and divider beam locations, shall be designed, furnished, and installed by others at the locations shown on KONE final layout drawings. These locations may be in addition to, or different from, what is shown on the Design Team drawings.
- 26. Adequate 120v power supply provided throughout the structure for hand held power tools shall be the responsibility of others.
- 27. KONE will require the appropriate OSHA approved barricades for each of the elevators located on this project. At selected landings, this barricade should consist of two (2) wooden rails and a toe board, each of which are removable from each of the individual openings of their respective elevator. Where tension cables are in place, toe boards must be included, and cables in front of elevator hoistways mush be set back a minimum of 12" to allow for installation of hoistway entrances. Please note KONE will remove, maintain, and re-install barricades after such use. At each elevator hoistway opening at each landing, KONE will require full-covering entry protection, made of nylon mesh or reinforced plastic to prevent materials or tooling from falling into the elevator shafts during installation per OSHA 1346 1926.502(j) to be provided by others.
- 28. KONE has included all wiring and conduit within the hoistways, as well as the wire for the Remote Monitoring System, Fire Status Panel, and Intercom System. In order to avoid jurisdictional disputes, all labor associated with running conduits, sleeves, wiring and coring for the Remote Monitoring System, Fire Status Panel, Intercom System, and any other remote devices shall be the responsibility of others. All conduit and wire feeds from the electrical disconnects in each elevator machine room to elevator controllers for the machine and cab lighting & fan shall be the responsibility of others.
- 29. We have made no provisions for a jobsite crane in the base bid. We will require use of the jobsite crane (with 48 hour notice) for hoisting all machine room equipment into place, to distribute elevator rails, entrances, and hoistway electrical duct to selected floors as they relate to the appropriate elevator installation sequence. Our proposal is based on the floors being able to handle the loads of the equipment, and this is to be confirmed by a structural engineer and not KONE. Additionally, we have assumed that we will have access to a jobsite forklift or lull.
- 30. KONE requires that benchmarks be placed adjacent to each elevator opening in each elevator lobby 48" above the finished floor and that corridor (axis) lines be established through the center of each lobby by others for the proper placement of the hoistway entrances and hall fixtures.
- 31. Subcontractor's bid is based on the assumption that this Project has security provided by Contractor or Owner. In the event Contractor or Owner do not provide security, Subcontractor shall be permitted to amend the stated Contract Price by an amount sufficient to compensate Subcontractor for potential loss of materials, tools and equipment, and/or requisite additional labor hours spent to secure Subcontractor's equipment on site.
- 32. KONE will attempt to protect both stored materials and work in place until ultimately accepted by the Owner. The Subcontractor's protection is limited to reasonable methods of protection (i.e. not damaging our own equipment, locating material in safe, dry storage area provided by Contractor, tarps, visqueen, plastic film, etc...) while actively on site. In the event of damage to Subcontractor's equipment, howsoever caused, that can be attributed to other trades or events outside of Subcontractors control, the Contractor will compensate this Subcontractor for said damages, following submission of a detailed breakdown of costs associated with stated damages. Costs for

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damages due to water infiltration into the elevator shaft, equipment room, and storage areas, will be forwarded to the general contractor for compensation.

- 33. KONE will require the contractor to provide adequate access and staging areas during the delivery of the elevator equipment at ground level. We require that all deliveries occur during normal daytime working hours. The general contractor will provide any flagmen, road-blocking permits, and road barricades that may be required. The contractor is to provide safe, dry storage with roll-able access for the equipment adjacent to the elevator shafts at ground level. If the subcontractor is forced to move equipment from the said storage area after the initial staging, the contractor will pay for the additional labor costs incurred for each re-staging/double handling.
- 34. Our proposal is based on elevator shafts being handed over to KONE in accordance with KONE requirements on the agreed dates. Any changes to such dates are considered a variation to contract and KONE shall be entitled to recover all substantiated costs related to such changes, including but not limited to costs related to additional manpower or other resources and/or storage costs. If the jobsite requirements are not complete, KONE will not deliver the elevator to the jobsite. If we are unable to unload at the jobsite on the scheduled date, it will be the purchaser's responsibility for additional costs for the off-site storage at KONE's logistics center (\$1,000/week/elevator) and labor for double handling/remobilization. Additionally, the proposal is based upon the ability of KONE to unload materials at the job site and begin installation at that time. If these items are not in place at time of delivery KONE may not be available to begin the installation for up to an additional 6 weeks (after site preparation is complete) due to labor re-allocation. Any labor associated with relocation of material (once stored on site) is not included in this proposal.
- 35. We have provided one final elevator AHJ inspection per car. Inspections required by entities other than the elevator AHJ are not included.
- 36. KONE Warranty will commence upon beneficial use of elevator, regardless of building Substantial Completion date. Elevators with a signed KONE Temporary Use Form receive a corresponding Warranty extension. After final inspection, the elevator(s) can be shut off and locked out until the date of Substantial Completion to preserve the full Warranty period. Closeout documents will be provided after installation of elevator(s) is complete. Prior to KONE scheduling the elevator final inspection with the Authority Having Jurisdiction (AHJ), building life safety including fire alarm and dedicated analog phone lines for each elevator must be fully operational. Contractor shall also complete the KONE KRMS phone monitoring agreement prior to scheduling the AHJ inspection. After inspection, the elevator(s) cannot be turned over for use without an authorized signature on the KONE Uniform Final Acceptance form.
- 37. Please note that our warranty service period will begin upon signed final acceptance of the elevators/escalators. Unless otherwise stated in the bid documents, the warranty maintenance includes straight time call-outs only with regular and systematic maintenance visits.

Site Absolutes:

- 38. To assure safe and efficient installation of the elevator equipment, the following site requirements must be completed <u>14 calendar days prior</u> to the delivery and the installation of the elevator equipment. Installation delays due to incomplete site readiness shall not be KONE's responsibility. KONE Elevator Site Safety Requirements (DOC CONSTR-00-0775) addresses the items below and shall become a part of the subcontract.
 - a. The hoistway, pit, well ways and machine room must be clean, permanently dried-in, and constructed per the KONE final layout drawings. Sump pit as shown on KONE final layout drawings. Rear and side walls must be completed (front opening only application) at the time installation begins.
 - b. Provide uninterrupted use of already onsite forklift, and adequate rollable access for delivery of the elevator material, clean and dry storage space of no less than 20'x20' per elevator adjacent to the elevator hoistway at first floor.
 - c. Clean permanent stairwell with adequate lighting must be available to allow access to top landing and control room space.
 - d. The hoistway must be plumb within -0" + 2" according to the approved KONE final layout drawings.

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- e. Permanent single and three-phase power must be available in the machine room / control space.
- f. Applicable work areas must have adequate lighting.
- g. Finished floor marks, which are visible from the hoistway openings at all landings.
- Removable, OSHA compliant barricades (per elevator) must be provided (by others) around all hoistway and well way openings. Subcontractor will remove and replace safety barricades which are to be provided by others to accommodate our daily work
- i. Provide and install full-covering entry protection, made of nylon mesh or reinforced plastic, at all hoistway openings to prevent materials or tooling from falling into the elevator shaft during installation per OSHA 1346 1926.502(j). Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.
- j. Subcontractor will provide one (1) standard length hoist beam per elevator that must be installed by others per the KONE final layout drawings. All supports required for the beam(s) are to be furnished, installed, and engineered by others. The hoist beam shall be capable of supporting the load requirements noted on our shop drawings.
- k. Subcontractor will provide a standard length 4" x 4" life safety beam per elevator. This beam is to be installed by others. All supports required for the beam(s) are to be furnished, installed, and engineered by others.

Schedule Proposal:

Proper scheduling enables smooth, safe and on time installation. This proposal is based on the assumption that KONE is able to use our standard installation method. All work to be performed during normal business hours, excluding IUEC holidays (OT will be additional cost). KONE requires a ship date letter to be signed before equipment manufacturing and is included as a referenced contract document. Based on the information known at the Tender stage, we propose the following schedule:

Preparation of Submittals Contract Review	2 weeks 4-6 weeks	From receipt of contract and first payment. From receipt of full contract package. EVERY referenced document required.
Approval of Submittals	TBD (customer contingent)	Mutually agreeable time to incorporate changes to the layout and approve the submittals. Submittal Approval means notification in writing that all submittals are approved and manufacturing can commence. All finishes and features are to be decided at the time of submittal approval.
Final Engineering Manufacturing and Delivery	14-16 weeks	From receipt of submittal approval, initial payment and an executed contract. KONE's policy is NOT to release equipment to Manufacturing until the contract is fully executed by both parties. Note: Our factory has 2 week shutdown over the months of July and December. Any manufacturing duration that falls during these months shall add 2 weeks to the manufacturing time.
Notice to commence on site and Site Check	2 weeks	Prior to starting the installation, KONE requires 2 week notice to inspect the shaft to ensure it fulfills the requirements set by KONE for commencing installation. Site Check will be performed in the 2 weeks before installation begins.
Installation	3 weeks per elevator	Only after the site has passed the Site Check inspection, the installation can start. Duration is per elevator. If there are multiple elevators on the project then it is assumed that each unit will be installed sequentially.
Testing and Commissioning	Included above	Sufficient 3-phase power, active phone line to the controller and all life safety provided by others is needed for testing/commissioning.
Contract		Notice

Drawings

Site check

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Approval		Installation	
	Manufacturing and delivery		Testing

The work will commence after the following conditions are met:

*Drawings: tender letter is signed or a separate written agreement is provided; all required project information has been received

***Manufacturing:** executed contract; complete approval; delivery dates agreed; payment of 1st invoice; signed KONE ship date letter

*Installation: completion of KONE site readiness requirements; payment of material invoice

Payment Terms

Proposal price is valid with the following payment terms (Payment due date is 30 days net):

- 50% of contract value for Engineering & Site Management, billable and due at the receipt of the subcontract.
- 30% of contract value for Material and Shipping, billable and due upon delivery of the material to the jobsite, Customer designated storage facility, or KONE Distribution Center.
- 20% of contract value for Equipment Installation, billable and due at the billing cycle following the start of our installation.

Please note that we must be paid to 90% prior to scheduling final inspection

Thank you for the opportunity to submit our proposal for this project. We look forward to joining your construction team. If you should have any questions, comments or concerns, please do not hesitate to call me.

Sincerely,	Accorted by:
KONE Inc.	Printed Name:
	Title:
Sales Executive	Firm Name:
	Date:

This proposal, including Attachments A&B, when accepted by you and countersigned by an officer of KONE Inc., will be the entire agreement of the parties. This proposal, if accepted on any other form or document or if the terms are amended, shall not be binding on KONE Inc. unless countersigned in writing by an officer of KONE Inc.

Approved by – KONE Corporate Officer

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Bid Attachment "A" / KONE Inc. General Terms and Conditions (New Equipment)

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. 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 verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation. If there are 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 shall not participate in a composite clean-up crew or any costs thereto. KONE shall not

attend jobsite meetings until mobilized onsite.

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-inplace by fire, water, theft or vandalism, Customer shall compensate KONE for said damages. 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 prior to Equipment turnover.

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.

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Bid Attachment "A" / KONE Inc. General Terms and Conditions (New Equipment)

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 (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, 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 LIMITATION, THE IMPLIED WARRANTIES WITHOUT OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

12. INDEMNIFICATION

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

13. INTELLECTUAL PROPERTY

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

14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. The insurance requirements contained in the wrap up insurance program is terminated before completion of KONE's Work, KONE will provide its standard insurance certificates which shall satisfy the insurance requirements for this Project. This shall apply to the project specific Wrap Up Insurance

Program's Manual and any applicable enrollment documents. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY

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

16. CONCEALED OR UNKNOWN CONDITIONS

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

17. BACKCHARGES

KONE shall not be responsible for backcharges unless Customer provides at least 2 business days' written notice prior to incurring such charges, supporting documentation and such charges directly arise out of KONE's failure to perform under the Proposal.

18. TERMINATION

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

19. GOVERNING LAW AND DISPUTE RESOLUTION

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

20. PRICE ADJUSTMENT

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty or other similar means), or a change in law that imposes tariffs on raw materials or finished goods.

21. MISCELLANEOUS

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



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Purchaser to provide the following in accordance with code requirements-NOTE: All site preparation that is required to be in place prior to KONE's start must be ready two (2) weeks prior to the start of installation.

General

- 1. Provide sufficient on-site refuse containers for the disposal of the elevator packing material. Should sufficient containers not be provided, the removal of the elevator packing material shall become the responsibility of others.
- 2. Provide forklift for KONE's exclusive use during the unloading of the elevator at time of delivery.
- 3. Provide any cutouts to accommodate the elevator equipment (see notes below).
- 4. Provide and install finished elevator cab flooring prior to balancing cabs (coordinate with KONE). Cab flooring/weight allowance shall be in accordance with KONE's approved layouts. Owner must provide certification (to the elevator inspector at time of inspection) that flooring meets flame spread and smoke density requirements. (ASME A17.1/CSA B44 sec 2.14.2.1)
- 5. Provide permanent elevator lobby lighting, ceiling and flooring prior to inspection date.
- 6. Owner must provide certification (to the elevator inspector at time of inspection) that owner-supplied elevator interior finishes meet flame spread and smoke density requirements (ASME A17.1/CSA B44 sec. 2.14.2.1). In the case of using glass, transparent or translucent plastic panels for car interiors, they shall meet the requirements of ASME A17.1/CSAB44 sec. 2.14.1.8, ANSI Z97.1/ CGSB 12.1 in Canada.
- 7. Provide cutting/ coring of all openings and penetrations required to install hall push buttons, signal fixtures, wiring duct and piping, and sleeves. Sleeves will be required in the hoistway wall for EACH elevator.
- 8. Provide any repairs such as grouting, patching and painting made necessary by such cutting/ coring. Provide fire caulking around all fixtures and as needed to satisfy NFPA 70 article 300.21, or any applicable local code.
- 9. Please note that none of the elevator components are weatherproof and that the elevator entrances do not seal the hoistway from inclement weather. The entire elevator, hoistway, and controls must remain protected from inclement weather prior to and throughout the installation.

Safety

- 10. Provide adequate, roll-able access (clear path without obstructions, walls, etc.) into the building for delivery of the elevator material. Clean, safe, secure and dry storage is required adjacent to the hoistway at grade level with minimum space of 20'x 20' [6m x 6m] per elevator.
- Provide free-standing, removable, OSHA-compliant barricades capable of withstanding 200lb (890N) of force in all directions around all hoistway openings per OSHA 29 CFR 1926.502, and/or any applicable local code.
- 12. Provide and install full-covering entry protection as per local requirements and manufacturer's requirements. Protection to

be made of nylon mesh or reinforced plastic, at all hoistway openings to prevent materials or tooling

from falling into the elevator shaft during installation per Federal OSHA requirements listed in 29 CFR 1926.502(j). In Canada, where required by Provincial regulation, enclose the front of the hoistway with removable hoarding or screening to prevent material from entering the hoistway. Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.

- 13. Provide two (2) lifeline attachments at the top, front of the hoistway. Each must be capable of withstanding a 5000 lb [2250 Kg] load per OSHA 29 CFR 1926.502, or any applicable local code. For machine-room-less applications, provide attachments as described above, or install KONE-provided 5" x 5" x 3/8" (127mm x 127mm x 9.6mm) tube steel lifeline beam in the elevator hoistway overhead 10 inches (254 mm) from front of hoistway to center line, with bottom of lifeline beam at same elevation as bottom of hoisting I-beam. Lifeline tube steel supplied by KONE by request at no additional cost. Engineering details, attachment details and/or modifications, or any beam(s) alterations in the field for installation is by others.
- Provide proper lighting in all work areas and stairways, including access to all floors and machine rooms per OSHA 29.CFR1926.1052 or any applicable local code.
- 15. Provide and maintain 6-foot (1800 mm) clear work area in front of all entrance openings per OSHA 29.CFR1926.502 or any applicable local code.

Hoistway

- 16. Provide a clear and plumb hoistway of size shown on approved KONE final layout drawings. Any variations from the detailed dimensions may not exceed 2" [50 mm] greater and may not be less than the clear dimensions detailed. (Tolerance: -0" + 2" [-0 mm +50 mm]).
- Provide hoistway ventilation per code requirements (eg, IBC sec 3004.1). For proper equipment operation, the machine space in machine room or at the top of the hoistway must maintain a temperature between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.
- 18. Provide any partitions between common hoistways if applicable.
- 19. In cases where multiple elevators are in a common hoistway, and the counterweights are located between elevators, the entire length of counterweight runway must be guarded. The guard shall extend at least 6 inches (150mm) horizontally beyond each counterweight rail. The guard shall be made from wire-mesh material equal to or stronger than .048-inch diameter wire with openings not exceeding 1/2 inch (13 mm), securely fastened to keep the guard taut and plumb. (ASME A17.1/CSA B44: §3141.7. General Requirements.)

If applicable, provide machine space access door of the size and in the location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key.

b. Provide suitable lighting in or above the machine space access with light switch located within 18" [457 mm] of

- Conductors and cables located outside of the elevator c. hoistway, machine space and control space, that provide normal or standby power, car lighting power, car ventilation power, car heating power, car air conditioning power, control signals, communication with the car and fire/heat-detecting systems control signals to Fire Service Access Elevators, shall be protected by construction having a fire-resistance rating of not less than 2 hours. (APPLICABLE ONLY IN JURISDICTIONS ENFORCING THE IBC BUILDING CODE OR ANY APPLICABLE LOCAL CODES.)
- d. In cases where a battery lowering device is provided, control closet may not be adequate. Please consult KONE representative.

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- 20. On applications where working platforms are required, working platforms provided shall comply with the requirements of the current ASME A17.1 / CSA-B44 code edition in effect at the time of installation and /or any applicable local code.
- 21. Provide adequate support for guide rail brackets from pit floor to the top of the hoistway. Locate rail backing per KONE final approved layout drawings. When maximum bracket span is exceeded, additional support shall be provided at purchaser's expense. Any bracket mounting surface that is not in line with the clear hoistway dimension detailed on the approved KONE final layout drawings may need to be corrected to meet the proper dimension at purchaser's expense.
- 22. If guide rail brackets are to attach to steel, ensure all brackets are installed prior to applying fireproofing to the steel. Otherwise, removal and reapplication of fireproofing will be at purchaser's expense.
- 23. All offsets, ledges or projections within the hoistway shall be addressed in accordance with applicable local code. All offsets, ledges or projections within the hoistway greater than 4 inches (100mm) must be tapered to not less than 75 degrees (ASME A17.1/CSA B44 sec 2.1.6.2). Maximum ledge or projection is 2 inches (50mm) in California and District of Columbia.
- 24. If concrete block wall construction, refer to the approved KONE final approved layout drawings for proper installation of rail bracket attachments. Inserts provided by KONE unless otherwise noted on the approved KONE final approved layout drawings. Insert type must be approved by KONE. Concrete masonry units, mortar and grout, shall conform to IBC 2000 or any applicable local code. Concrete masonry units shall have a minimum compressive strength of 1500PSI (10.5 MPa). Mortar and grout shall have a minimum compressive strength of 2000 PSI (13.8 MPa).
- 25. KONE entrance jambs are non-ferrous and material may not be attached to them (i.e. fire doors/curtains).
- 26. Arrange for entrance walls to be constructed at the time doorframes and sills are installed to facilitate timely installation of hall fixture faceplates. Entire front wall must be left open at top and bottom landings until elevator equipment is installed. Intermediate landings must have rough openings of the size and location shown on KONE final approved layout drawings to allow installation of entrances. All entrance openings must be aligned vertically. Adequate support for entrance attachment points shall be provided at all landings. Any marble, stone or similar wall material must be prepared after the entrance frames are installed. Provide corridor lines for any marble or "special finish" walls.

NOTE: If concrete block wall construction- to prevent overloading entrance frames, top of entrances should not receive more than one row of block. A lintel must be installed to support additional rows of block.

27. Provide elevator landings suitably prepared to accept entrance sill installation per KONE final layout drawings. Grouting to be done by purchaser after sills are installed.

NOTE: Traditional angle or concrete sill support is not required.

- 28. Provide finished-floor height marks visible from hoistway openings at all landings minimum one week prior to beginning entrance installation. Placing floor height mark on hoistway wall is desirable. Complete "Contractor Verification Form of Sill to Sill Heights and Remote Machine Piping," CONSTR-07-0675.
- 29. Fire service access elevators per code requirement (IBC 406.3.1) shall be provided with hoistway lighting per code requirement (IBC 3007.6.2). The hoistway lighting shall illuminate the entire height of the hoistway and shall be located such that it does not interfere with the operation of the elevator or reduce any clearances below applicable code requirements. (applicable only in jurisdictions enforcing the IBC Building Code)
- 30. For elevators installed in jurisdictions enforcing IBC 2012 and later editions: Fire Service Access Elevators require both a Normal Power Source and a Type 60/Class 2/Level 1 Standby Power Source for the following: elevator equipment, elevator hoistway lighting, elevator machine room HVAC equipment and elevator controller cooling equipment (per IBC 406.3.1 and 3007.9).
- 31. Provide suitable, permanent lighting for control space with light switch located within 18" [457 mm] of strike jamb side of control space door where practical. Electric lighting shall have a minimum lighting intensity of 200 lx (19 fc) at the floor level. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.
- 32. If the control space is located remote from the elevator hoistway top landing the following may apply:
- a.
- strike jamb side of access space door where practical. When permitted by state and local code the light switch should also control the machine space lighting.



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- 33. Provide and install GFCI-type receptacle located at machine in the top of the hoistway or in machine room as applicable (NFPA 70 article 620.85 or CEC article 38.85 whichever is applicable).
- 34. Provide and install light switch located at manual brake release location: may also be required in control space per local jurisdiction.
- 35. Where a single elevator is installed in a hoistway and a portion of the travel extends higher that 11m (36 ft.) between entrances (single blind hoistway), emergency door(s) must be provided. Emergency doors and their electrical contacts shall comply with the current ASME A17.1/CSA-B44 code edition in effect at the time of installation and/or any applicable local code. ASME A17.1/CSA-B44 Section 2.11.1.2 covers "Emergency Doors in Blind Hoistways" and Section 2.26.2 covers "Electrical Protective Devices". Each emergency door must be provided with an electrical contact with minimum UL/CSA NEMA A300 rating suitable for use in a 3 amp 230VAC circuit. Consult KONE representative if there are any questions concerning the code requirements.

Pit

- 36. Provide a legal, dry and clean pit with level pit floor, built per KONE final layout drawings. Pit shall be reinforced to sustain vertical forces detailed on KONE final layout drawings (vertical forces detailed are two times the static loads.)
- 37. Sumps and/or sump pumps (where permitted) located within the pit may not interfere with the elevator equipment. Sumps to be covered with flush mounted, non-combustible cover capable of withstanding 150 lbs per square foot (7 kPa). The sump pump/drain must, at minimum, remove 3,000 gal/h (11.4 m3/h) per elevator.
- 38. Provide a pit light fixture with switch and guards with an illumination level equal to or greater than that required by ASME A17.1/CSA B44 2000, or applicable version. Recommended to provide minimum 4-foot double tube fluorescent fixture, with suitable guard and mounted to rear wall of pit per KONE installation representative's direction.
- 39. Provide a dedicated pit circuit with GFCI-protected 15 or 20 amp 120VAC duplex outlet. Location to be coordinated with the KONE project team using the KONE final approve layout drawings (NFPA 70 article 620.850R; CEC article 38.85 whichever is applicable).
- 40. Provide non-GFCI-protected single receptacle for sump pumps (NFPA 70 article 620.85, NFPA 70 article 620.85 or CEC article 38.85 whichever is applicable).
- 41. Pit ladder to be constructed of non-combustible material extending from pit floor to 48" [1200 mm] above the sill of the access landing. Pit ladder is supplied by KONE with EcoSpace units; provided by purchaser on other KONE products unless otherwise noted on the layout drawing. Locate per KONE final layout drawings. Coordinate ladder sizing and location with KONE representative to assure proper fit in hoistway.

Electrical

- 42. US Applications Purchaser provides in accordance with National Electrical Code, NFPA 70 (NEC) Article 620 or any applicable local code.
- Canadian Applications Purchaser provides in accordance with Canadian Electrical Code, C22.1 Section 38 or any applicable local code.
- 44. Provide for all electrical branch circuits/disconnects to be labeled (NFPA 70 article 620.54 / 620.53 / 620.51d , CEC articles 38.54/ 38.53/ 36.51d).
- 45. Provide 480/208VAC (USA) or 575/208VAC (Canada) three-phase permanent power, including piping, wiring and fused disconnect, to controller location to facilitate elevator installation prior to start of project.
- 46. Provide 220VAC single-phase temp. power and 115VAC single-phase temp. power, of permanent characteristics at each elevator landing for lighting and installation method tools. Locate connection points at elevator hoistway. Consult your KONE representative for confirmation of location and type of temporary power.
- 47. When generator is used to provide 3-phase 480/208VAC (USA) or 575/208VAC (Canada) power for installation, purchaser to accept change notice for additional costs, estimated locally by installing office, to cover inefficiencies and any damages resulting from installing without permanent power present.

NOTE: Our elevator controllers require Wye configuration transformers. It is also the responsibility of the purchaser to provide consistent three-phase voltages balanced within +/- 10% when measured phase-to-phase and +/-10% when measured phase-to-ground.

- 48. Provide a dedicated 20 amp 115VAC circuit in the fire command room piped and wired to the lobby panel where applicable.
- 49. Provide two (2) dedicated 15 amp 120VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to each elevator signal control cabinet; one for car lighting, and one for system communications device. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).
- 50. Provide separate 15 amp 115VAC branch circuit for KGC (KONE Group Control), when specified, powered by building emergency power system, when applicable.
- 51. Provide separate 15 amp 115VAC branch circuit for Polaris (Destination Control System) shaft power when specified, powered by building emergency power system, when applicable.

KONE

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Control Space/ Machine Room

- 52. Provide a legal control space/ machine room with access as indicated on the KONE final layout drawings. To include a temporary or permanent door that can be locked from outside. Permanent door must be self-closing, self-locking, and require a key to open from outside. Must have adequate temporary or permanent lighting for installation purposes. For proper equipment operation, the temperature in the control space must maintain between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.
- 53. Provide safe and convenient access to control space/machine room including provisions for necessary lighting for access path (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.7.3)
- 54. If control space is adjacent to the hoistway, provide all applicable sleeves, or penetrations, located per control space plan view on the KONE final layout drawings.
- 55. Provide a clean and dry elevator machine room.
- 56. If applicable, provide a governor access door of size and location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key.
- 57. Provide suitable lighting for control space with light switch located within 18" [457 mm] of strike jamb side of control space door where practical. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.
- 58. Provide dedicated GFCI-protected 120VAC 20-amp duplex (15 amp in Canada) outlet next to each signal control cabinet.
- 59. KONE KRMS form shall be fully executed and returned to KONE one (1) week prior to inspection.
- 60. Provide a single means of disconnecting all ungrounded main power conductors for each elevator by an enclosed, externally operable, fused motor circuit switch with UL/CSA Class RK1 fuses. Must be lockable in the open position. This disconnecting means shall disconnect the normal power service as well as emergency power service, when provided. Note 1: If a battery-powered rescue device is required, the above-mentioned disconnect must have an auxiliary contact monitored by elevator controller that is positively opened mechanically and is normally closed (NC) when the main power is in the ON position, and is normally open (NO) when power is in the OFF position.

Note 2: If a battery-powered rescue device is required and a separate shunt trip breaker which is subject to either the hoistway or control space sprinkler system is provided, the shunt trip breaker must have an auxiliary contact that is positively opened mechanically and is NC when the main power is in the ON position. NOTE: Shunt trip not allowed in Canada and some US jurisdictions

61. Provide a Direct-in-dial (DID) analog phone line, activated at least one week prior to inspection, terminated at the appropriate phone jacks in the elevator machine room. GC/ Owner may elect to have a separate analog line installed (one per elevator), or GC/ Owner may elect to provide DID lines

from an Analog Station Card in the building's PBX system. If GC/Owner provides a Direct-in-Dial analog phone line or lines off an existing PBX phone system, a backup power source must also be provided. All phone and associated equipment provided by GC/ Owner shall be in compliance with the requirements of ASME A17.1/ CSA B44, local codes and applicable law, as amended.

- 62. Provide all fire alarm initiating signals as required by all national, state and local codes for termination at the primary elevator signal control cabinet in each group.
- 63. Provide emergency power transfer switch and power change pending signals as required; 2 normally open dry contacts from transfer switch to controller (2 pairs plus ground wire). One contact closes to signal emergency power is present, the other contact closes to give 30 second pre-signal prior to transfer switch change. Termination of these wires is at the primary elevator signal control cabinet in each group (2 pairs plus ground wire.)
- 64. Furnish and install smoke detectors and fire operation per ASME A17.1/CSA B44 sec 2.27.3.2, NFPA 72; one for lobby detector, machine room detector, hoistway detector (hoistway detector requirement determined by local code), and one for all grouped non-lobby detectors are required. Provide normally-closed dry contacts, with wiring, to controller for each group listed above.
- 65. Provide and install smoke detector in hoistway as required per local codes, and in all elevator lobbies, machine room and controller space.
- 66. Provide heat detectors and "shunt-trip operation" when sprinklers are to be provided in machine room or hoistway, (ASME A17.1 sec 2.8.2.1.2, NFPA 13 sec 4-13.5, ASME A17.1 sec 2.8.2.3.1, ASME A17.1 sec 2.8.2.3.2, NFPA 72).
- 67. If Fire Status Panel or Security panels are required, all remote conduit runs from elevator equipment room/machine space to these panels shall be by others.
- 68. Non-elevator related piping and equipment is prohibited in machine room or hoistway (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.8.2).
- 69. Provide and mount at minimum a 10-pound, ABC-type fire extinguisher in control space (ASME A17.1 sec 8.6.1.6.5). (Not required in Canada)

Integrated Control Solution (ICS)

- 70. Provide a completely open front wall at top landing with access as indicated on the KONE Final Approved Layout Drawings. Must have adequate temporary or permanent lighting for installation purposes. NOTE: The lobby side of the ICS control cabinet must be faced with 2 layers of dry wall to comply with UL certification, regardless of front type. See KONE Final Approved Layout Drawings for details and wall type and minimum dimensions.
- 71. Provide environment for proper equipment operation during installation and after acceptance, the temperature at the top floor elevator lobby must maintain between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non- condensing.

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- 72. Provide safe and convenient rollable access to top floor elevator lobby area. (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.7.3)
- 73. Provide all applicable sleeves, or penetrations, located per ICS panel plan view on the KONE final approved layout drawings.
- 74. Provide a clean and dry elevator lobby at top landing. If applicable, provide an access door of size and location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be selfclosing, self-locking and operable from the inside without a key (if seismic conditions exist)
- 75. Provide suitable lighting for ICS panel area with light switch located within 18" [457 mm] of elevator entrance door where practical. When permitted by state and local code the light switch should also control the machine space lighting.
- 76. Provide dedicated GFCI-protected 20 amp 120VAC duplex (15 amp in Canada) outlet next to each ICS panel control cabinet located as shown on layouts.
- 77. Provide a single means of disconnecting all ungrounded main power conductors for each elevator by an enclosed, externally operable, fused motor circuit switch with UL/CSA Class RK1 fuses. Must be lockable in the open position. This disconnecting means shall disconnect the normal power service as well as emergency power service, when provided. Note 1: If a battery-powered rescue device is required and a separate shunt trip breaker which is subject to either the hoistway or control space sprinkler system is provided, the shunt trip breaker must have an auxiliary contact that is positively opened mechanically and is NC when the main power is in the ON position. NOTE: Shunt trip not allowed in Canada and some US jurisdictions.
- 78. Provide 480/208VAC (USA) or 575/208VAC (Canada) three-phase permanent power, including piping, and wiring from fused disconnect, to junction box located in hoistway at top landing to facilitate elevator installation.
- 79. Provide a Direct-in-dial (DID) analog phone line, activated at least one week prior to inspection, terminated at the top landing ICS location. GC/ Owner may elect to have a separate analog line installed (one per elevator), or GC/ Owner may elect to provide DID lines from an Analog Station Card in the building's PBX system. If GC/Owner provides a Direct Dial analog phone line or lines off an existing PBX phone system, a backup power source must also be provided. All phone and associated equipment provided by GC/ Owner shall be in compliance with the requirements of ASME A17.1/ CSA B44, local codes and applicable law, as amended.
- 80. Provide all fire alarm initiating signals as required by all national, state and local codes for termination at the primary elevator ICS Panel in each group.
- 81. Provide emergency power transfer switch and power change pending signals as required- 2 Normally open dry contacts from transfer switch to primary elevator ICS panel (2 pairs plus ground wire). 1 Contact closes to signal emergency power is present, 1 contact closes to give 30 second presignal prior to transfer switch change.

- 82. Furnish and install smoke detectors and fire operation per ASME A17.1/CSA B44 sec 2.27.3.2, NFPA 72; one for lobby detector, machine room detector, hoistway detector, and one for all grouped non-lobby detectors are required. Provide normally-closed dry contacts, with wiring, to primary elevator ICS Panel for each group listed above.
- 83. Provide and install smoke detector in hoistway as required per local codes, and in all elevator lobbies.
- 84. Provide heat detectors and "shunt-trip operation" when sprinklers are to be provided in top floor elevator lobby or hoistway, (ASME A17.1 sec 2.8.2.1.2, NFPA 13 sec 4-13.5, ASME A17.1 sec 2.8.2.3.1, ASME A17.1 sec 2.8.2.3.2, NFPA 72).
- 85. Non-elevator related piping and equipment is prohibited in hoistway (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.8.2).
- 86. FIRE ALARM INITIATING DEVICE (FAID). FAID is a requirement of A17.1/B44, rules 2.27.3.2.1 (b) and 2.27.3.2.2 (b).



- 1 ICS CONTROL ENCLOSURE IS VENTED INTO THE HOISTWAY, THEREFORE A FIRE ALARM INITIATING DEVICE (FAID) IS REQUIRED IN THIS PORTION OF THE CONTROL SPACE.
- 2 A FIRE ALARM INITIATING DEVICE (FAID) IS REQUIRED IN THE LOBBY AREA TO PROTECT THE CONTROL SPACE WHEN ICS IS OPEN