

ORDINANCE

2021-06-03-0392

**APPROVING A CONTRACT WITH KONE, INC., TO PROVIDE THE CONVENTION & SPORTS FACILITIES DEPARTMENT WITH ELEVATOR MODERNIZATION AND ESCALATOR REPLACEMENT WITH A HANDRAIL STERILIZATION SYSTEM AT THE ALAMODOME FOR A TOTAL COST OF \$3,727,786.00. FUNDS FROM THE ALAMODOME IMPROVEMENTS PROJECT ARE INCLUDED IN THE FY 2021 – FY 2026 CAPITAL IMPROVEMENTS PLAN.**

\* \* \* \* \*

**WHEREAS**, an offer was submitted by KONE, Inc., to provide the Convention & Sports Facilities Department with elevator modernization and escalator replacement with a handrail sterilization system at the Alamodome for a total cost of \$3,727,786.00; and

**WHEREAS**, this purchase meets the requirements under the terms of the Interlocal Agreement with the U.S. Communities (Omnia Partners) purchasing cooperative approved by Ordinance 98797 on February 12, 2004; and

**WHEREAS**, funds for this purchase are available through the NCAA 2025 Final Four Improvements Project included in the FY 2021 – FY 2026 Capital Improvements Plan; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The offer from KONE, Inc., to provide the City of San Antonio Convention & Sports Facilities Department with elevator modernization and escalator replacement with a handrail sterilization system at the Alamodome for a total cost of \$3,727,786.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** Payment is authorized to be encumbered and made payable to KONE, Inc., in an amount not to exceed \$3,727,786.00. Payment is in support of the NCAA Final Four 2025 Project, using Fund 47099000, with the WBS Element 45-00038-05-02-01 and GL Account 5201140. Funding is provided by CO Bonds and is in the FY 2021 – FY 2026 CIP Budget.


Payment is limited to the amounts budgeted in the operating and/or capital budget funding sources identified. All expenditures will comply with approved operating and/or capital budgets for current and future fiscal years.

**SECTION 3.** The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject

to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

**SECTION 4.** This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

**PASSED and APPROVED this 3<sup>rd</sup> day of June, 2021.**




**M A Y O R**  
Ron Nirenberg

**ATTEST:**

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Tina J. Flores, City Clerk



\_\_\_\_\_  
Andrew Segovia, City Attorney



## City of San Antonio

### City Council

June 03, 2021

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**Item: 6**

**File Number: 21-3598**

**Enactment Number:**

**2021-06-03-0392**

Ordinance approving a contract with KONE, Inc., to provide the Convention & Sports Facilities Department with elevator modernization and escalator replacement with a handrail sterilization system at the Alamodome for a total cost of \$3,727,786.00. Funds from the Alamodome Improvements Project are included in the FY 2021-2026 Capital Improvements Plan. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember Jada Andrews-Sullivan made a motion to approve. Councilmember John Courage seconded the motion. The motion passed by the following vote:

**Aye:** 9 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia,  
Sandoval, Pelaez, Courage and Perry

**Absent:** 2 Gonzales and Cabello Havrda

LC  
06/03/21  
Item No. 6

# Exhibit I



## City of San Antonio Bid Tabulation

## Exhibit I

Opened: February 15, 2021 Elevator Modernization & Escalator Replacement For: at the Alamodome 6100013701			<b>Cooperative</b>  KONE Inc. 12017 Starcrest San Antonio, TX 78247 210-491-0485	
		SM		
Item	Description	Quantity		
1	Modernization of Elevators P1-P7	1		
	Unit Price		\$2,292,884.53	
	Extended Price		\$2,292,884.53	
2	Modernization of Elevators F1-F2	1		
	Unit Price		\$821,715.47	
	Extended Price		\$821,715.47	
3	Replacement of Escalators 1 & 2	1		
	Unit Price		\$593,500.00	
	Extended Price		\$593,500.00	
4	Handrail Sterilization System	1		
	Unit Price		\$19,686.00	
	Extended Price		\$19,686.00	
	Payment Terms		Net 30	
	Total		\$3,727,786.00	
	<b>Total Award</b>		<b>\$3,727,786.00</b>	



# CITY OF SAN ANTONIO

FINANCE DEPARTMENT – PURCHASING DIVISION

REQUEST FOR OFFER (“RFO”) NO.: 6100013701

## ELEVATOR MODERNIZATION & ESCALATOR REPLACEMENT AT THE ALAMODOME

Date Issued: FEBRUARY 8, 2021

**RESPONSES MUST BE RECEIVED NO LATER THAN:  
10:00 AM CENTRAL TIME, FEBRUARY 15, 2021**

Responses may be submitted by any of the following means:

- Electronic submission through the Portal
- Electronic submission by e-mail

**\*Offer submissions will only be accepted electronically through the portal or by email transmission\***

Offer Due Date: 10:00 A.M. CT, FEBRUARY 15, 2021

Bid No.: 6100013701

ELEVATOR MODERNIZATION & ESCALATOR REPLACEMENT AT THE ALAMODOME

Bid Bond: NO      Performance Bond: YES      Payment Bond: YES      Other: N/A

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: N/A

DBE / ACDBE Requirements: N/A

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

Pre-Submittal Conference \* NO

\* If YES, the Pre-Submittal conference will be held on **N/A** at N/A at N/A.

Staff Contact Person: SONNY MUNIZ, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966  
Email: [OFELIO.MUNIZ@SANANTONIO.GOV](mailto:OFELIO.MUNIZ@SANANTONIO.GOV)

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### 003 - INSTRUCTIONS FOR OFFERORS

#### Submission of Offers. **\*Bid submissions will only be accepted electronically\***

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

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

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

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

For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

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

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

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

Email Alternate Offers. Alternate offers submitted by fax or email must include a cover letter identifying the submission as an alternate offer. Each alternate offer must be designated as Alternate Offer No. 1, 2, etc. Failure to follow instructions may result in rejection of an offer.

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

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

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy, flash drive or CD ROM. Catalogs shall be mailed to the Finance Department, Purchasing Division, P.O. Box 839966, San Antonio, Texas 78283-3966 prior to bid opening. Offeror shall submit a PDF file for proposals submitted electronically.

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

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



### Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 1 calendar day prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

### Pre-Submittal Conference.

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

Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

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

### Changes to RFO.

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

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

### Preparation of Offers.

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

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

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



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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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



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

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

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

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

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

State of Texas Conflict of Interest

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

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



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

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

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together by mail to the Office of the City Clerk. Please mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

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

### **Certificate of Interested Parties (Form 1295).**

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 and submit it with your response to this solicitation.**

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

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

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

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

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

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

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

## 004 – SCOPE OF SERVICES

### SCOPE:

The City of San Antonio, Convention & Sports Facilities Department, is seeking a Request for Offer from Kone Corporation for an elevator modernization project and escalator(s) replacement with a handrail sterilization system for the Alamodome, in accordance with manufacturer's recommendations and the specifications listed herein. The elevator modernization project is needed to update existing and aging elevators at the Alamodome. These items will be procured through Kone Corporation's cooperative agreement with US Communities/Omnia.

### SPECIFICATIONS:

*Please see Attachment D – Kone Proposal*

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UOM</u>
1	Modernization of Elevators P1-P7	1	EA

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UOM</u>
2	Modernization of Elevators F1-F2	1	EA

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UOM</u>
3	Replacement of Escalators 1 & 2	1	EA

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UOM</u>
4	Handrail Sterilization System	1	EA

### GENERAL REQUIREMENTS:

- a. Contractor shall supply all labor, for the proper execution and completion of the work; and shall in the best and most workmanlike manner complete installation and everything incidental thereto, as stated in the specifications or as required by the manufacturer.
- b. Contractor shall provide full time supervision and properly skilled craftsman to perform the work required under this contract. Unless specified to the contrary, all material used shall be new and of the best kind and grades and all workmanship shall be up to the best recognized standards known to the various trades.
- c. Contractor's product and workmanship shall comply with all applicable City and State building codes, to include compliance with minimum wind sustainability for this type of structure. Contractor is required to obtain any City of San Antonio construction permits as may be required at Contractor's cost.
- d. All prices shall be quoted F.O.B. Destination, City of San Antonio's designated facility, freight prepaid. All items shall be delivered to the Alamodome Main Entrance – Lot A located at 100 Montana Street, San Antonio, Texas 78203. Delivery shall be coordinated with Eric Duncan, Building Maintenance Manager, (210) 207-3608.
- e. Work hours and days will be determined by the Alamodome Staff due to events in the building, the City reserves the right to change working times to include evenings and weekends so as not to interfere with events in the building.
- f. Vendor shall provide training of the setup and operation, if applicable.



### **CITY RESPONSIBILITIES:**

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

### **CONTRACTOR RESPONSIBILITIES:**

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

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

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

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

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

### **PAYMENT TERMS:**

Payment shall be based on benchmarks as follows, subject to the retainage listed below:

- 50% of the price for engineering, site management, material and shipping, billable and paid upon delivery of material to the jobsite.
- 50% of the price for labor and equipment installation, billable by project phase completions and due upon completion of each project phase, as approved by City.

A retainage in the amount of 10% of the deliverable price shall be held by the City, to be paid upon final acceptance. The City will review, approve, and sign off on the benchmark/phase completion. Upon acceptance of each benchmark/phase completion, Contractor will be paid 90% of the agreed upon milestone. Upon final acceptance, Contractor shall invoice the City for the 10% final acceptance hold-back payment.



## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

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

### Cooperative Contract Provisions.

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

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

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

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

Exhibit I - All applicable terms and conditions of the Cooperative Purchasing Contract number EV2516 through US COMMUNITIES/OMNIA.

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

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

### Warranty.

The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

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

### All Or None Bid.

City of San Antonio will make award to one vendor only.

### Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the San Antonio Convention & Sports Facilities Department, which shall be



clearly labeled "ELEVATOR MODERNIZATION & ESCALATOR REPLACEMENT AT THE ALAMODOME" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<b>INSURANCE TYPE</b>	<b>LIMITS</b>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors f. Damage to property rented by you	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage must be on a per project aggregate.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

Henry B. Gonzalez Convention Center  
Attn: Contracts Division/Carisa Gamez  
900 E. Market St.  
San Antonio, Texas 78205

Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:



Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

In addition to any other remedies City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Vendor to stop work hereunder, and/ or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

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

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

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

Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

#### Payment Bond:

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

#### Performance Bond:

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



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

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

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

#### Workers' Compensation:

##### Definitions:

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

#### Incorporation of Attachments.

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

Attachment A – Price Schedule

Attachment B – Contractor Site Rules

Attachment C – Veteran Preference Program Tracking Form

Attachment D – Prevailing Wages

Attachment E – Kone Proposal



## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

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

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

### Invoicing and Payment.

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

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

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

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

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

### Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list



prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

#### Payment by City.

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

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

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

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

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

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

#### Termination.

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

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

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

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

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



## **INDEMNIFICATION.**

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

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

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

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

### Records Retention.

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

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

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



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

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

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

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

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

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

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

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

As a party to this contract, Vendor understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color,



national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

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

Prohibition on Contracts with Companies Boycotting Israel

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

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

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

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

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

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited.

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

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

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

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



**007 - SIGNATURE PAGE**

By submitting an offer, Offeror represents that:

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

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

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

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

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

Offeror Information  
Please Print or Type

Vendor ID No.	1000252
Signer's Name	Laura Turk
Name of Business	KONE Inc.
Street Address	12017 Starcrest
City, State, Zip Code	San Antonio, TX 78247
Email Address	laura.turk@kone.com
Telephone No.	(210) 491-0485
Fax No.	(210) 491-9774
City's Solicitation No.	6100013701

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

## 008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

Director - the Director of City's Purchasing & General Services Department, or Director's designee.

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

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

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

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

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

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

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

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

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

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

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

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



009 – ATTACHMENTS

**ATTACHMENT A**

**PRICE SCHEDULE**

ITEM NO.	DESCRIPTION	QUANTITY	PRICE
1	Modernization of Elevators P1-P7	1	\$ 2,292,884.53
2	Modernization of Elevators F1-F2	1	\$ 821,715.47
3	Replacement of Escalators 1 & 2	1	\$ 593,500.00
4	Handrail Sterilization System	1	\$ 19,686.00
		<b>Total Cost:</b>	<b>\$ 3,727,786.00</b>

Payment Terms: Prompt payment discount N/A % N/A days (if no discount is offered, net 30 will apply).

Delivery shall be made within 168 calendar days of receipt of Purchase Order.

**ATTACHMENT B**

**CONTRACTOR SITE RULES**  
(Posted as a Separate Document)

**ATTACHMENT C**

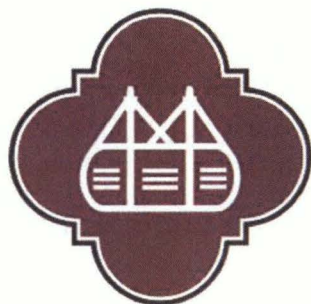
**VETERAN PREFERENCE PROGRAM TRACKING FORM**  
(Posted as a Separate Document)

**ATTACHMENT D**

**PREVAILING WAGES**  
(Posted as a Separate Document)

**ATTACHMENT E**

**KONE PROPOSAL**  
(Posted as a Separate Document)



# CITY OF SAN ANTONIO **ALAMODOME**

## CONTRACTOR SITE RULES

### Contractor Parking

Parking is available for company vehicles in designated parking areas upon availability. Contractors arriving on site must have prior approval and parking permits. Temporary parking Passes may be requested from the Maintenance Manager. Parking in fire lanes and other areas marked "No Parking" may result in vehicles being towed.

### Deliveries

All deliveries for contractors, including those likely to cause an obstruction, must be discussed with the Maintenance Manager. Designated times and locations may be assigned.

### Diesel and Fossil Fueled Powered Vehicles and Equipment

Infiltration of diesel fumes into the building environment is a health and safety concern for staff, and visitors. Contractors must not operate diesel and fossil-fueled powered equipment and vehicles where fumes may be drawn into HVAC systems or naturally penetrate indoor spaces. Security will actively respond to these concerns and has the authority to shut down offending equipment.

### Elevators

Service and or passenger elevators may be made available at certain times for transferring of materials with the agreement of the Maintenance Manager. Should fire occur or fire alarm sound, do not use the elevator.

### Fire Alarm

Contractors shall be familiar with the ALAMODOME emergency procedures, especially the Fire Alarm procedure. Remove persons from immediate danger and notify staff in immediate area. Sound alarm as necessary at alarm pull station. Extinguish fire if this can be done without jeopardizing personal safety.



### **First Aid**

Contractors shall provide first aid services on the work site for their workers and sub trades. Contractors must have a person trained in first aid available at all times the Contractor is performing work and maintain a first aid station or stations, as per the Occupational Health and Safety Act and regulations for Construction Projects.

### **Harassment / Inappropriate Language / Horseplay**

Contractors are advised that offensive language (e.g. swearing) and offensive behavior including harassment and horseplay are not acceptable. Contractor staff must perform their roles in a manner consistent with the ALAMODOME Mission, Vision, and Values.

### **Hazardous and Controlled Products**

Contractors or their sub trades will not bring any hazardous and/or controlled products to project site without providing, in advance for the approval by the Maintenance Manager, Material Safety Data Sheets for the products. Hazardous and controlled products must be stored in accordance with good practice and as may be required under the COSA Fire Code. All Contractor staff must be trained in Hazardous Waste Operations on Emergency Response and be able to produce a record of training, upon request by the Department Facility Coordinator.

### **Housekeeping and Waste Management**

At all times, the work site shall be kept clean from dust, debris, and trash. The Contractor is responsible for removal of construction debris and trash generated by Contractor work and sub trades from the worksite. ALAMODOME debris containers may not be used unless specified otherwise by the Maintenance Manager. All wastes generated by the contractor and sub trades must be handled and disposed of in accordance with provincial and municipal regulations. Recycling of materials is strongly encouraged.

### **Hygiene Facilities**

Only facilities located at the southwest field level tunnel are permissible. Public facilities are not to be used at any time.

### **Identification**

All Contractors will have an identity badge or company logo work shirts whenever on premises.

### **Meals and Breaks**

Contractors shall advise their employees and sub trades the location for breaks and eating meals. Breaks are not are not allowed in public areas.

### **Noise and Vibration**

Contractors and sub trades shall ensure that noise and vibration is kept to a minimum at all times. Equipment that generates high levels of noise or excessive vibration should be adequately damped, and/or silenced and/or soundproofed. Any activities that are expected to produce significant noise

and/or vibration shall be approved by the Maintenance Manager and conducted during the times and locations specified.

#### **Penetration of Walls, Floors, and Ceilings**

There is to be no access to, or alteration of the facility's infrastructure without appropriate approval from a designated authorizing department. Contractors and/or sub trades that require approval must obtain this from the Project Leader.

#### **Personal Protective Equipment**

Contractors are responsible for assessing all work activities and supplying their personnel and sub trades with the appropriate personal protective equipment (PPE), required to perform the work safely. PPE includes safety boots, safety glasses, hard hats, work gloves, outer clothing, respiratory protection equipment, fall arrest equipment, and any other PPE required by regulation or best practice. Contractor's employees and sub trades required to use PPE will be instructed in the proper care, use, and records of training available for review by the Department Facility Coordinator, as may be required.

#### **Site Access and Egress (external)**

Access routes into the ALAMODOME will either be specified (with a site plan) or agreed at the preliminary site meeting with the Maintenance Manager. Fire lanes are not to be blocked.

#### **Site Access and Egress (internal)**

Access sites within buildings at the ALAMODOME will be specified or agreed at the preliminary site meeting with the Maintenance Manager.

#### **Smoking**

ALAMODOME has Designated Smoking Areas (DSA) that must be used by all persons wishing to smoke. This policy is enforced by security. Contractors should ensure that cigarette disposal containers are used to keep grounds, parking lots, and roadways free of cigarette butts.

#### **Tools and Equipment**

Equipment and tools are not to be left unsupervised. The term equipment includes items such as scaffolding, ladders, guardrails, and barricades. All tools and equipment used on ALAMODOME facilities must be in good working order and be suitable for the intended use. Electrical equipment must be OSHA approved and all cords and connection cables inspected before and during use. Any equipment with damaged cords or plugs must not be used. Ladders and equipment used for working at heights must not be placed in any area where there is a potential for impact with other persons or equipment. Tools and equipment may not be borrowed from the ALAMODOME.

#### **Unloading and Storage Areas (Temporary Hoarding)**

Unloading areas may be allocated in certain locations in agreement with the Maintenance Manager. Storage areas will be designated in a similar way.



### **Warning Signs, Barricades, and Lighting**

Contractors are responsible for the procurement and maintenance of all warning signs, barricades, and temporary lighting, as is appropriate for the nature of the job, and as may be required/requested by the Maintenance Manager. Warning signs shall be compliant with "Signs and Symbols for the Workplace", OSHA regulations, or as may be approved by the Project Leader

1. Contractors must stay within authorized areas, and must not enter any other areas without permission and/or being accompanied by authorized ALAMODOME Maintenance staff.
2. Men at Work and other applicable warning signage must be displayed at all times.
3. It is the Contractor's responsibility to provide adequate barriers to prevent entry into work areas by Dome Staff, attendees and visitors. Work in circulation areas must be adequately cordoned off. This is to be agreed with ALAMODOME Maintenance Management.
4. Contractors must ensure that all work areas are fully cleaned on completion, within the allotted timescale.

Failure to do so will result in the deduction of expenses incurred by the ALAMODOME from the use of internal/external resources.

Fire fighting extinguishers located around the Dome premises may be used by contractor's and supplier's employees or other persons for emergencies only. Such equipment must not be used for any other purposes.

### **1. IN CASE OF FIRE**

Fire alarm systems throughout the ALAMODOME are operated by pull station method; please ensure your employees understand this. The alarms will be a distinctive audible warning.

The alarm will automatically, result in the Fire Brigade arriving at the scene of the alarm, together with a Security Officer.

The Security Officer should be informed of the exact location and type of fire as soon after sounding the alarm as possible.

At the sound of the alarm, as described above, the building and workplace should be evacuated immediately without question and all Contractor's or Supplier's employees should assemble at the nearest assembly point. No one should re-enter the building until permission has been given from the Department Facility Coordinator.

### **2. BEFORE COMMENCEMENT OF WORK**

The ALAMODOME must give permission before you commence working on site.

When first coming on site the Contractor or supplier should establish contact with the ALAMODOME representative in charge of the work or project. A **hot work permit** authorization form must be issued if applicable.

Ensure that the Dome representative is informed in advance of any materials or goods, which may be delivered to our premises prior to your employees commencing work. Such goods and materials are accepted and stored at your own risk and should be clearly marked as being for (the name of the firm and its representative)

### **3. DRAINS AND SEWERS**

No chemical substances, oils, solvents or other obnoxious substances are to be poured into, or allowed to enter the Dome drains and sewers. Accidental discharge should be reported to Dome Maintenance.

### **4. EQUIPMENT BROUGHT ON SITE**

All equipment used by a Contractor or Supplier must comply with appropriate safety and electrical legislation. Equipment left on site shall be kept in a safe and secure manner and at the risk of the Contractor or Supplier. All electrical equipment shall be of 110V or less. Exceptions on a case by case basis.

### **5. ACCIDENTS**

Accidents which occur on Dome premises and result in an employee of the Contractor or Supplier being away from work for more than three days must be reported as required by existing regulations and additionally to the Dome representative in charge of the work or project who will arrange for the reporting of such accidents to CSEF Security.

The City reserves the right to investigate all accidents or serious incidents that occur on its premises and expects full co-operation from the Contractor or Supplier and their employees in the investigation of causes of such occurrences and in the interest of preventing similar occurrences.

### **6. ACCESS EQUIPMENT**

All contractors should bring any access equipment with them that they require for the work. Suitable risk assessments should be available as required by the Work at Height regulations 2005. No contractor should use stepladders found on site.

### **7. GENERAL**

These rules imply that ALAMODOME all Contractor's or Supplier's employees or other persons on Dome premises must be adequately qualified or trained to perform their work safely for themselves and others.

The rules are not to be taken as a complete list in compliance with any or all statutory regulations or requirements and you are reminded that you have a responsibility under the OSHA Act to ensure your operations are at all times carried out in accordance with the latest legislation and current codes of practice.



Return all keys daily. Secure area upon departure and turn lights back to where they were at arrival or off if the space is vacant.

Your employees must understand that it is a breach of law to remove, deface, paint over, or otherwise interfere with any equipment; instructions or warning notices provided by the ALAMODOME for the protection of other persons and any accidental incident of such a nature should be reported to the Representative.

**Contact telephone numbers :**

Maintenance Manager                      210-207-3671

Security Office                                210-207-3680

**Declaration**

*I declare that I have fully read and understand this document. I agree to comply with the Rules and acquaint all persons employed by the Company (including sub-contracted staff) with these Safety Rules*

Legible	
Signed	
Date	
Name (Block Capitals)	
Position (Block Capitals)	
Company Name (Block Capitals)	

- No pets
- No drugs
- No radios
- No alcohol
- No children
- No smoking
- Hard hats required
- Work boots required
- No shorts or tank tops
- Trash to be cleaned up daily
- No spouses (or significant others)
- Subcontractor to provide dumpster for personal use
- Subcontractor to have binders with safety program and MSDS paperwork at jobsite
- Subcontractor to provide storage on project for material
- Subcontractor to have representative present at jobsite for entire length of project
- Subcontractor to provide insurance for material stored at jobsite
- Report to Building Representative when arriving at job and when leaving job

COSA Attachment C  
City of San Antonio

**Veteran-Owned Small Business Program Tracking Form**

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**Authority.** San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

**Tracking.** This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

**Certification.** The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

**Definitions.**

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size standard purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

**INSTRUCTIONS**

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.



**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

SOLICITATION NAME/NUMBER: Elevator Modernization and Escalator Replacement at the Alamodome / 6100013701

Name of Respondent:	KONE Inc.	
Physical Address:	12017 Starcrest	
City, State, Zip Code:	San Antonio, TX 78247	
Phone Number:	(210) 491-0485	
Email Address:	laura.turk@kone.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> No
Name of <b>SUBCONTRACTOR</b> Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is <b>SUBCONTRACTOR</b> certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is <b>SUBCONTRACTOR</b> certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified <b>SUBCONTRACTOR</b> as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

Laura Turk

\_\_\_\_\_  
(Print Name) Authorized Representative of Bidder/Respondent

\_\_\_\_\_  
(Signature) Authorized Representative of Bidder/Respondent

General Manager Service & Solutions

\_\_\_\_\_  
Title

February 12, 2021

\_\_\_\_\_  
Date

**This Veteran-Owned Small Business Program Tracking Form must be submitted with the  
Bidder/Respondent's bid/proposal.**



COSA Attachment D

"General Decision Number: TX20210231 01/01/2021

Superseded General Decision Number: TX20200231

State: Texas

Construction Type: Building

County: Bexar County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject

to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021

\* ASBE0087-014 03/02/2020

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 23.97	10.79

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BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

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\* ELEC0060-003 07/27/2020

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 29.60	15%+5.45

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\* ELEC0060-004 07/27/2020

	Rates	Fringes
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ELECTRICIAN (Excludes Low

Voltage Wiring).....\$ 29.60 18%+5.45

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ELEV0081-001 01/01/2020

Rates

Fringes

ELEVATOR MECHANIC.....\$ 41.90 34.765

FOOTNOTES:

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

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

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ENGI0450-002 04/01/2014

Rates

Fringes

POWER EQUIPMENT OPERATOR

Cranes.....\$ 34.85 9.85

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IRON0066-013 06/01/2020

Rates

Fringes

IRONWORKER, STRUCTURAL.....\$ 23.45 6.83

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IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 25.26	7.13

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\* PLUM0142-009 07/01/2020

	Rates	Fringes
HVAC MECHANIC (HVAC Electrical Temperature Control Installation Only).....	\$ 30.25	13.36
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 30.25	13.36
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 31.90	13.76
Including HVAC Pipe Installation		
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 31.90	13.76
Excludes HVAC Pipe Installation		

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SFTX0669-002 04/01/2020

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 30.64	21.68

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SHEE0067-004 07/01/2020

	Rates	Fringes
Sheet metal worker Excludes HVAC Duct Installation.....	\$ 27.31	15.51
HVAC Duct Installation Only.	\$ 27.31	15.51



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SUTX2014-006 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 22.15	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 17.83	0.00
CARPENTER (Form Work Only).....	\$ 13.63	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 16.86	4.17
CAULKER.....	\$ 15.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 22.27	5.30
DRYWALL FINISHER/TAPER.....	\$ 13.81	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.18	0.00
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.39	3.04
IRONWORKER, REINFORCING.....	\$ 12.27	0.00
LABORER: Common or General.....	\$ 10.75	0.00
LABORER: Mason Tender - Brick...	\$ 11.88	0.00

LABORER: Mason Tender -		
Cement/Concrete.....	\$ 12.00	0.00
LABORER: Pipelayer.....	\$ 11.00	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and		
Irrigation.....	\$ 8.00	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 15.98	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 14.00	0.00
OPERATOR: Bulldozer.....	\$ 14.00	0.00
OPERATOR: Drill.....	\$ 14.50	0.00
OPERATOR: Forklift.....	\$ 12.50	0.00
OPERATOR: Grader/Blade.....	\$ 23.00	5.07
OPERATOR: Loader.....	\$ 12.79	0.00
OPERATOR: Mechanic.....	\$ 18.75	5.12
OPERATOR: Paver (Asphalt,		
Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.00	0.00
PAINTER (Brush, Roller and		



Spray), Excludes Drywall		
Finishing/Taping.....	\$ 13.07	0.00
ROOFER.....	\$ 12.00	0.00
TILE FINISHER.....	\$ 11.32	0.00
TILE SETTER.....	\$ 14.94	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer		
Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number



where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010  
08/29/2014. UAVG indicates that the rate is a weighted union  
average rate. OH indicates the state. The next number, 0010 in  
the example, is an internal number used in producing the wage  
determination. 08/29/2014 indicates the survey completion date  
for the classifications and rates under that identifier.

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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



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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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COSA Attachment E  
Kone Proposal



December 3, 2020

City of San Antonio  
Convention & Sports Facilities Department  
900 E. Market Street  
San Antonio, TX 78205

**Attn: Guillermo Moya**

KONE Inc.  
12017 Starcrest  
San Antonio, Texas 78247  
Tel: 210-491-0485  
Cell: 210-669-4765  
Fax: 210-491-9774  
www.kone.com  
james.franklin@kone.com

**RE: Alamodome – Elevator and Escalator Modernization**

Dear Mr. Moya:

KONE Inc. is pleased to provide you with our Firm Proposal for the Modernization of the nine (9) Traction Elevators and two (2) Escalators at the above subject project. Our proposal amount includes all labor and material for a complete installation in accordance with the attached Proposals and is firm for a period of 30 days after which time it becomes subject to review due to uncertainties in labor and material costs.

In order to provide you with a more comprehensive proposal, KONE has attached the following documents for your review and consideration:

- 1) **Attachment A** – Proposal Approval Document
- 2) **Attachment B** – Elevator Modernization Proposal
- 3) **Attachment C** – Escalator Replacement Proposal
- 4) **Attachment D** – KONE Proprietary Issue Statement

The proposal prepared by KONE Inc. is based strictly upon the above referenced documents, and it is assumed these items would be referenced in any sub-contract agreement between the City of San Antonio and KONE Inc.

We thank you for the opportunity to submit our proposal for this project and look forward to future discussions concerning our proposal. If you should have any questions, comments, or concerns, please do not hesitate to call me.

Sincerely,

**KONE Inc.**

James Franklin  
Senior Sales Consultant  
Modernization



## **Attachment A**

### **Alamodome Proposal Approval**

#### **Pricing Summary**

Proposal pricing is based on the terms and conditions and scope of work as defined in the Omnia Partners Program utilizing the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1, 2018) and the attached proposal documents including Cover Letter dated 9/8/20 and Attachments A-D:

Modernization of Elevators P1-P7	<b>\$2,292,884.53</b>
Modernization of Elevators F1-F2	<b>\$ 821,715.47</b>
Replacement of Escalators 1 & 2	<b>\$ 593,500.00</b>
<b>Total Sales Price</b>	<b>\$3,708,100.00</b>





## KONE People Flow - Solution for You

- Eco-efficient
- Reliable
- Attractive

### Attachment B – Elevator Modernization Proposal



December 3, 2020

City of San Antonio  
Convention & Sports Facilities Department  
900 E. Market Street  
San Antonio, TX 78205

**KONE Inc.**  
Elevators & Escalators

12017 Starcrest  
San Antonio, TX 78247  
Mobile 210-669-4765  
Work 210-491-0485  
james.franklin@kone.com  
www.kone.us

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 \$3,114,600.00 (excluding tax):

Alamodome

100 Montana Street  
San Antonio, Texas 78203

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

A handwritten signature in black ink, appearing to read "James Franklin". The signature is fluid and cursive, with the first name "James" and last name "Franklin" clearly distinguishable.

James Franklin  
Modernization Sales  
**KONE Inc.**





#### Exhibit 4

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

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

## **Solution Specification**

### **Technical Equipment Data / Elevators P1-P7**

<b>Equipment numbers</b>	20018285, 20018299, 20018293, 20018297, 20018301, 20018305, 20018309
<b>Address</b>	100 Montana Street, San Antonio, TX 78203
<b>Rated load</b>	4500 lbs
<b>Rated speed</b>	350 fpm
<b>Travel height</b>	66 ft 8 in
<b>Number of floors</b>	5

### **Offered Components**

**Cab Interior** New custom cab interior finishes shall be provided as specified.  
New finishes shall include:

#### Upper Panels

Panel Orientation: Vertical  
Vivigraphix Graphica, Reflect  
Glazing Thickness: 9/32" (7.14mm) Thick Laminated Glass  
Finish: Standard  
Pattern: Seagrass  
Color: White

#### Lower Panels

Panel Orientation: Vertical  
Panel Material/Patina: Bonded Nickel Silver/Dark  
Panel Pattern: Glass  
Handrail Panel Material Finish: None  
Capture Panel Frame Material: Extruded Aluminum  
Capture Panel Frame Anodized Finish: Clear



#### Handrails

2" Flat Brushed Stainless Steel All Walls

#### Bumper Rails

4" Flat Brushed Stainless Steel All Walls

#### Ceiling

6 Panel Brushed Stainless Steel with LED Lighting  
Integrated Emergency Lighting and Transformer Included.  
Emergency Escape Hatch Provided.

#### Flooring

Steel Diamond Plate Powder Coated Black. Finish TBD

Please note that 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%.

Provisions shall be provided for building systems including card readers, cameras, and video monitors. These building systems and any glass covers that may be required shall be furnished and installed by others.

### **Door Panels**

New car door panel(s) 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.

#### **Monitoring**

A KONE E-Link monitoring system that will continuously monitor the elevator system operation shall be provided.

KONE E-Link enables you to monitor your elevator and escalator systems in one or several buildings from a single location. It is a full-featured facilities management tool designed to ensure the best possible tenant service quality, reliability and efficiency of the elevators and escalators in our building. KONE E-Link can be utilized as a standalone supervisory tool to enhance the management of virtually any type of installations, new or existing.

#### **Resolve 400**

KONE ReSolve 400 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. 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.

Provide a ReSolve 400 KDM drive system to develop high starting torque with low starting current. Drive system shall be regenerative for all units. With power regeneration provided, the total harmonic distortion of regenerated power shall be less than 5% (125A) and less than 8% (220A & 250A). Means of absorbing regenerated power shall be provide by others. The drive power factor shall be 0.95 or better. Auto-transformer: Provide auto-transformer to adjust the main-line supply to the 400V required by the controller and drive.

#### **Geared Machine**

A new Torin geared machine with a motor shall be provided.

#### **Guides**

New roller guide assemblies shall be provided.

#### **Governor**

The car safety will be activated by a new speed governor located

overhead, driven by a governor rope suitably connected to the car safety. The governor will be equipped with rope grip jaws designed to clamp the governor rope so as to actuate the car safety upon a predetermined over speed downward. The governor will be set at not less than 115% of specified rated car speed and not more than the maximum governor tripping speed specified in the code for the specified rated car speed.

The rope grip jaws must be positively tripped within the permitted range of speed. The governor rope-tripping device will be so designed that no appreciable damage to or deformation of the governor rope will result from the stopping action of the device in operating the car safety. The governor over speed switches will conform to ANSI A17.1 code requirements and be so located and enclosed that excess lubricant will not enter the switch enclosure.

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

#### **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.

#### **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.

#### **Rope Gripper**

A new rope gripper overspeed device shall be provided. The rope gripper shall prevent the car from striking the hoistway overhead structure due to a failure in the hoist motor, brake, coupling, hoistway, gearing or control system. The rope gripper will be set to detect an ascending car overspeed condition at a speed not greater than 10% higher than the speed at which the car governor is set to actuate. The device will also detect unintended car movement away from the landing with the hoistway door not in the locked position and the car door not in the closed position. The rope gripper will be designed so that no appreciable damage to, or deformation of, the cables will result from the stopping action of the device. Once activated by unintended movement or car overspeed the device will remain activated until manually reset.

#### **Signalization**

New signalization shall be provided as required.

Mechanical Layout Engineering - Machine Room Only





#### Technical Equipment Data / Elevators F1 & F2

<b>Equipment number</b>	20018277 & 20018281
<b>Address</b>	100 Montana Street, San Antonio, TX 78203
<b>Rated load</b>	10000 lbs
<b>Rated speed</b>	150 fpm
<b>Travel height</b>	66 ft 8 in
<b>Number of floors</b>	5

#### Offered Components

<b>Cab Shell</b>	<p>A new metal cab enclosure with baked enamel finish shall be provided.</p> <p>Please note that 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%.</p>
<b>Power Freight Doors</b>	<p>New power freight door controller and door motors shall be provided.</p>
<b>Traction Controller</b>	<p>Provide a new MCE microprocessor-based control system 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.</p>
<b>Geared Machine</b>	<p>A new Torin geared machine with a motor shall be provided.</p>
<b>Guides</b>	<p>New roller guide assemblies shall be provided.</p>
<b>Governor</b>	<p>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.</p> <p>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</p>





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.

#### **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.

#### **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.

#### **Rope Gripper**

A new rope gripper overspeed device shall be provided. The rope gripper shall prevent the car from striking the hoistway overhead structure due to a failure in the hoist motor, brake, coupling, hoistway, gearing or control system. The rope gripper will be set to detect an ascending car overspeed condition at a speed not greater than 10% higher than the speed at which the car governor is set to actuate. The device will also detect unintended car movement away from the landing with the hoistway door not in the locked position and the car door not in the closed position. The rope gripper will be designed so that no appreciable damage to, or deformation of, the cables will result from the stopping action of the device. Once activated by unintended movement or car overspeed the device will remain activated until manually reset.

#### **Signalization**

New signalization shall be provided as required.

Mechanical Layout Engineering - Machine Room Only

## Project notes

The following building related work ("work by others") for the elevators is included in our price:

### Machine Room:

- 01: A stamped set of drawings for permitting purposes for building work will be provided if required.
- 02: A new self-losing, self-locking, "B" label fire rated roof top entry door will be installed for the freight elevators. New lockset and door closer are included.
- 03: Ceiling mounted exhaust fans will be removed, encapsulated, and sealed.
- 04: Existing air vents in the side walls will be encapsulated and sealed.
- 05: Holes will be patched and fire caulked as necessary.
- 06: The existing lockable, fused, and shunted mainline disconnects will be reused and relocated if required.
- 07: New elevator equipment will be wired to the existing mainline disconnects.
- 08: The existing fused and lockable cab light disconnects will be reused and relocated if required. They will be wired to the new elevator equipment.
- 09: A new circuit and disconnect will be installed for the freight door controllers.
- 10: New illuminating entry light switch receptacles will be installed.
- 11: New LED lighting with light guards will be installed to meet code requirements.
- 12: New GFCI receptacles and new circuits will be installed as required.
- 13: Conduit to the new equipment for the existing phone lines will be installed. Phone lines by others if required.
- 14: New conduit will be installed for the fire alarm and other exposed wiring.
- 15: New chilled water air handlers with thermostat control will be installed.
- 16: New circuits and disconnects for the new chilled water air handlers will be installed.

### Hoistway/Entrances

- 01: Shaft will be patched and rated as required.
- 02: The back side of the hall station electrical boxes will be fire rated.
- 03: New back boxes and conduit will be installed in the top of the hoistway for fire alarm devices.
- 04: Expanded hall station box cutouts will be provided if required.

### Pit:

- 01: New LED lights with guards will be installed and relocated to meet code requirements.
- 02: New illuminating 3-way pit switches will be installed.
- 03: New GFCI fixtures and circuits will be installed.
- 04: New 3000/gallon/hr sump pump assemblies with covers will be installed.



05: Existing PVC discharge line will be replaced with new copper line per code for the freight elevators.

#### General

01: The necessary modifications, programming and testing will be made to the existing Johnson Controls fire alarm system for Phase I and Phase II Firefighters recall operation.

02: The necessary relays and modules will be installed as required for the primary, secondary recall, shunt and flashing fire hat.

03: Data cables will be installed from the elevator controls to the nearest switch in the building.

04: Remote conduit and wire will be installed from the elevators to the security control room and facilities shop.

05: ATS modifications: Necessary modifications and the pre and post time delay signal programming to enable the elevators to operate on emergency power are included.

06: Removal of debris is included.

#### Exclusions

01: Hazardous material abatement is not included.

02: Additional sprinkler work is not included.

03: Additional lighting for the exterior lobbies is not included. Work will be limited to the machine rooms and hoistway/pit areas only.

04: Additional emergency power work other than that described above is not included. This includes but is not limited to the generator, ATS, signal wire, transfers, disconnects, cabling, or other related work.

05: Cutting and patching for hall lanterns and position indicators are not included.

06: Corrective measures to the existing construction, building systems, or finish material that were either improperly installed or installed and did not meet the code requirements of the installation are not included unless specifically noted in the scope portion of the proposal.

07: Elevator electrical feeder or main line disconnect amperage upgrades are not included. Existing feeder sizing, main line disconnect sizing, and wiring to be used.

08: The relocating and or rerouting of other active building electrical and mechanical devices are not included.

09: Painting of existing CMU/block machine room walls is not included.

10: Electrical upgrades and or modifications for this project are only for the elevator machine rooms, hoistways, and pits. Exterior electrical modifications and or upgrades that are not specifically elevator related are not included.

11: Building related work ("work by others") that is directly related to the elevators and escalators is included. Any general contractor work or requirements that are not directly related to the upgrade of the elevators or escalators are excluded.





12: Any work that has not been identified in the above scope of work is excluded.

**Handover date**

Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is 17 weeks from order receipt, deposit and approval of drawings. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

**Downtime period**

Elevators P1-P7 11 weeks per unit  
Elevators F1-F2 16 weeks per unit

Durations are based on regular working hours with no accelerated schedule.

**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 (excluding tax)** \$3,114,600.00

**Pricing Conditions** This offer is valid for 30 days.

**Maintenance**

Maintenance is not included. Service during the modernization and the warranty period will be provided as part of the existing maintenance agreement between KONE and the City of San Antonio. KONE presently has a long term maintenance contract with the City of San Antonio that is contingent on KONE providing service for the Alamodome elevator and escalator equipment.

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



#### Component Overview

##### Elevator P1

Cabs  
Door Panel(s)  
ReNova Door Equipment  
Curtain of Light  
Monitoring  
ReSolve 400  
New Torin Geared Machine with Motor  
Guide shoes  
Governor  
Governor Ropes  
Traction Ropes  
Rope Gripper  
Custom Fixtures

---

**Sales price** \$ 357,999.06

#### Component Overview

##### Elevator P2

Cabs  
Door Panel(s)  
ReNova Door Equipment  
Curtain of Light  
ReSolve 400  
New Torin Geared Machine with Motor  
Guide shoes  
Governor  
Governor Ropes  
Traction Ropes  
Rope Gripper  
Custom Fixtures

---

**Sales price** \$ 327,104.42

#### Component Overview

##### Elevator P3

Cabs  
Door Panel(s)  
ReNova Door Equipment  
Curtain of Light  
ReSolve 400  
New Torin Geared Machine with Motor  
Guide shoes  
Governor  
Governor Ropes  
Traction Ropes  
Rope Gripper  
Custom Fixtures

---

**Sales price** \$ 317,857.40

#### Component Overview

##### Elevator P4

Cabs





Door Panel(s)  
ReNova Door Equipment  
Curtain of Light  
ReSolve 400  
New Torin Geared Machine with Motor  
Guide shoes  
Governor  
Governor Ropes  
Traction Ropes  
Rope Gripper  
Custom Fixtures

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**Sales price** **\$ 323,716.16**

#### **Component Overview**

##### **Elevator P5**

Cabs  
Door Panel(s)  
ReNova Door Equipment  
Curtain of Light  
ReSolve 400  
New Torin Geared Machine with Motor  
Guide shoes  
Governor  
Governor Ropes  
Traction Ropes  
Rope Gripper  
Custom Fixtures

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**Sales price** **\$ 317,857.40**

#### **Component Overview**

##### **Elevator P6**

Cabs  
Door Panel(s)  
ReNova Door Equipment  
Curtain of Light  
ReSolve 400  
New Torin Geared Machine with Motor  
Guide shoes  
Governor  
Governor Ropes  
Traction Ropes  
Rope Gripper  
Custom Fixtures

---

**Sales price** **\$ 327,104.42**

#### **Component Overview**

##### **Elevator P7**

Cabs  
Door Panel(s)  
ReNova Door Equipment  
Curtain of Light  
ReSolve 400



New Torin Geared Machine with Motor  
Guide shoes  
Governor  
Governor Ropes  
Traction Ropes  
Rope Gripper  
Custom Fixtures

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**Sales price** **\$ 321,245.67**

#### **Component Overview**

##### **Elevator F1**

Cabs  
Power Freight Doors  
Custom Controller Traction  
New Torin Geared Machine with Motor  
Guide shoes  
Governor  
Governor Ropes  
Traction Ropes  
Rope Gripper  
Custom Fixtures

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**Sales price** **\$ 408,202.58**

#### **Component Overview**

##### **Elevator F2**

Cabs  
Power Freight Doors  
Custom Controller Traction  
New Torin Geared Machine with Motor  
Guide shoes  
Governor  
Governor Ropes  
Traction Ropes  
Rope Gripper  
Custom Fixtures

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**Sales price** **\$ 413,512.89**

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**Total Sales Price, excluding tax** **\$ 3,114,600.00**

### Clarifications

- 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 "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.

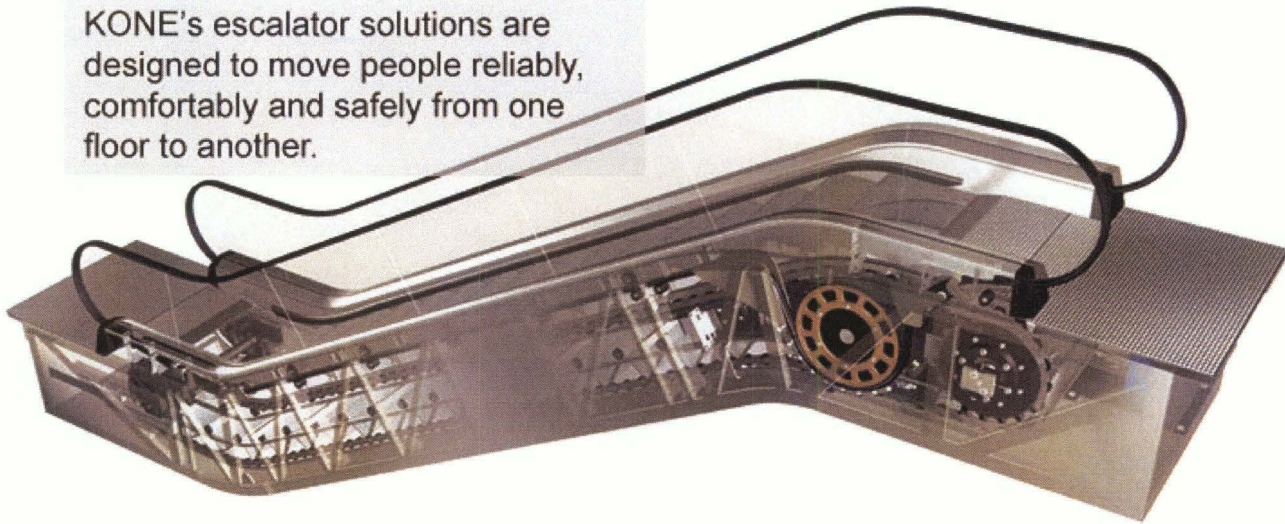
- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.



Dedicated to People Flow™



KONE's escalator solutions are designed to move people reliably, comfortably and safely from one floor to another.



## KONE People Flow™ Solutions

- Best in class eco-efficiency
- Industry leading ride comfort
- Award winning design
- Comprehensive services to support every step of your project

### Attachment C – Escalator Replacement Proposal



City of San Antonio  
Convention & Sports Facilities Department  
900 E. Market Street  
San Antonio, TX 78205

**KONE Inc**  
San Antonio Office  
12017 Starcrest  
San Antonio, TX 78247

James Franklin  
Tel. 210-491-0485  
Fax. 210-491-9774  
james.franklin@kone.com  
([www.kone.us](http://www.kone.us))

**Ref: Alamodome – Escalator Replacement**

Thank you for the opportunity to tender your project. We are proud to offer you a world class solution that is a perfect match for your building and we also offer comprehensive services to support you throughout your project. The KONE solution includes design, manufacturing, supply and installation of the following:

Equipment Name	Solution	Rise	Truss package	Net Price / unit
TM220 19.2-1	1 x KONE Transit Master 220	18 ft 8.0157 in	30/3 2.7/2.0	\$ 296,750.00
TM220 19.2-2	1 x KONE Transit Master 220	18 ft 8.0157 in	30/3 2.7/2.0	\$ 296,750.00
<b>Total Sales Price, net excluding TAX</b>				<b>\$ 593,500.00</b>

The existing escalator(s), as outlined above, will be replaced in accordance with the explanation provided herein. Where additional items are made a part of this Proposal, a complete description is provided. Where existing equipment and/or systems are not mentioned, the intent of this Proposal is to reuse said item(s) "as is".

If provided, our proposal is based on the architectural drawings and specification (Division 14) and meets the general intent of the project. In case of any differences or contradictions between the contents of the documents contained in KONE's Tender Document, the Project Drawings or the Project Specifications, the KONE Tender Document shall prevail. This tender is based on the following documents:



- Technical Specifications
- Project Specific Clarifications
- Appendices
  - Bid Attachment B     Work by Others
  - Bid Attachment C     Escalator - Work By Others

Pricing is based on the content specified in the proposal. Should you require any further information or clarification, please do not hesitate to contact us.

Yours Sincerely,

James Franklin

KONE Inc.



#### Exhibit 4

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

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

## Technical Specification

<b>Equipment Name</b>	<b>TM220 19.2-1 &amp; 19.2-2 / Group 1</b>
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### Main data

**KONE solution** 2 x KONE Transit Master 220

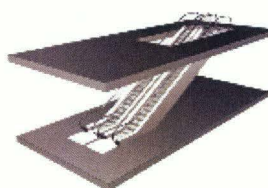
**Truss painting colour** Standard painting

**Vertical rise** 18 ft 8.0157 in



**Step width** 40 in

**Arrangement** Parallel



### General specification

**Drive type** Worm gear

**Installation environment** Indoor

**Operational mode** Standby speed with bypass inverter

### Electrification and Operation

**Cable type** Standard PVC

**Remote stop** Remote Stop

### Balustrade and handrail

**Balustrade type** Inclined solid balustrade

**Handrail color** 1; Black



### Cladding, decking and skirt

**Skirt brush guard** Skirt brush with black aluminum holder

### Lighting

**Step gap lights** LED lighting (Green)

### Safety devices

**Handrail monitor** Handrail speed/break monitor

**Skirt switch** 4 skirt switches (low & upp)

**Monitoring contacts** Monitoring contacts

**Access cover safety contact** Access cover contacts

**Missing step indicator** Missing step detector  
KONE Connection 210E

**Handheld pendant** Handheld pendant, one hand operation

### Outdoor options

**Truss with zinc painting** Standard painting



**Water drainage at  
lower truss**

Oil groove & tray

**Cooling package**

Fan in Controller



## Project Specific Clarifications:

The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

Pricing includes:

- Permit & final inspection fees
- Existing escalator removal and disposal
- The following building related work ("work by others") is included in our price:
  - 01: Barricades will be constructed around the escalator landings on the upper landings. A full barricade will be constructed around the units on lower landing that will enclose the entire units.
  - 02: Floor protection will be installed inside the barricaded work area.
  - 03: All usable cladding and skirting on the exterior of the units will be removed and stored for reinstallation if possible.
  - 04: The block wall surrounding the lower level of the escalators will be demolished.
  - 05: The drywall and framing surrounding the underside of the escalators will be demolished.
  - 06: The side wall framing will be removed on the escalators.
  - 07: The upper and lower ends will be chipped out as required.
  - 08: The sprinkler lines and heads in the soffit ceiling areas will be removed and stored for re-installation if required.
  - 09: The lower pitched ceiling will be demolished to allow additional clearance for escalator removal and mobilization of new escalators.
  - 10: The usable duct will be removed and stored for re-installation or provided new.
  - 11: Any light fixtures will be removed and stored for re-installation.
  - 12: The electrical in the pit and upper landing for each unit will be disconnected.
  - 13: New disconnects will be installed for the new units.
  - 14: New lighting and new outlets in each pit and at the upper landing for each unit will be installed.
  - 15: New CMU/block walls will be installed as was original and painted for like.
  - 16: When the new escalators are installed, grouting to the upper and lower ends of the units as required and directed will be provided. Note: Grouting replaces the demoed areas as to be indicated in the elevator contractor drawings.
  - 17: The sprinkler lines, duct work, electrical fixtures will be reinstalled and reframed, and new sheetrock to match the existing will be installed.
  - 18: The gypsum wall board will be reframed and installed per code.
  - 19: New black laminate exterior cladding will be installed over the wall board to match as closely as possible to the original.
  - 20: New sheetrock will be painted to match the existing as closely as possible.
  - 21: The flooring will be repaired or replaced to match as closely as possible.
  - 22: Barricades will be torn down and the area will be thoroughly cleaned.
  - 23: All debris will be hauled away.



#### **Assumptions:**

- 01: It is assumed the existing pits will accept the new units. Any modifications required to the existing pits or overhead areas due to hidden conditions will result in additional cost.
- 02: It is assumed that all existing feeders will meet the requirements of the new units.
- 03: It is assumed that ownership can provide the existing finish information in order for material to be ordered that will match the existing.

#### **Exclusions:**

- 01: Hazardous material abatement is not included.
- 02: Additional sprinkler work is not included.
- 03: Relocating and rerouting of other active building electrical/mechanical devices are not included.
- 04: Any amperage upsizing to the existing escalator feeders (disconnects if applicable) is not included.
- 05: Emergency power work is not included.
- 06: A drain or sump pump in the lower pit area is not included.
- 07: Building related work ("work by others") that is directly related to the elevators and escalators is included. Any general contractor work or requirements that are not directly related to the upgrade of the elevators or escalators are excluded.

Any building related work that is not specifically identified in the above scope of work is excluded.

- Our price is based on the maximum truss reduction to fit within the existing wellway. There will be additional cost that is not included in our proposal if the pits have to be modified for the new escalators.
- We are providing our inclined solid balustrade, which has high outer deck but no "inner" deck as the balustrade panel makes an incline from the handrail base to the top of the skirt.
- Engraved caution signs by others.
- DbA not to exceed 60 measured 1.6m above comb plates and 1m in front of newel ends.
- Demarcation lighting will be LED.
- Key start/direction (combo) switches are in the skirts at both ends.
- Our price is based on truck access to the area directly in front of the escalators at field level for delivery of the new escalator equipment and removing the existing escalator equipment. The existing escalators will be stripped of all visible and internal components, removed from the existing structural pockets, and removed from the site. The new escalators will be delivered in the morning by a flat bed truck to the same area in front of the escalators. The escalators will be unloaded from the truck with forklifts and moved to the existing wellways. The new escalators will be hoisted into the existing pockets using A frames.

## **Schedule Proposal**

Proper scheduling enables smooth, safe and on time installation. This Proposal is conditioned upon KONE using our standard installation method. All work to be performed during normal business hours, excluding IUEC holidays (overtime will be additional cost). Based on the information as of the date of this Proposal, we propose the following schedule:

<b>Preparation of Submittals</b>	2 weeks	From receipt of contract and first payment.
<b>Contract Review</b>	4 weeks	From receipt of full contract package. EVERY referenced document required.
<b>Approval of Submittals</b>	TBD (customer)	Mutually agreeable time to incorporate changes to the layout and approve the submittals. Approval of Submittals means





	contingent)	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.
<b>Manufacturing and Delivery</b>	18-20 weeks	From receipt of submittal approval 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 escalator factory has 1 week shutdown over the months of October and January/February due to Chinese National holidays and these weeks are excluded from the manufacturing lead time.
<b>Notice to commence on site and Site Check</b>	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.
<b>Installation</b>	6 weeks	Only after the site has passed the Site Check inspection, the installation can start. Duration is per escalator. If multiple escalators need to be installed at the same time, a Foreman will be required at additional cost - based on availability.
<b>Testing and Commissioning</b>	1-2 weeks	Sufficient, clean 3-phase power, active phone line to the controller and all life safety provided by others is needed for testing/commissioning.

### **Warranty / Maintenance:**

Interim maintenance and 24 month warranty maintenance are not included in our price. Service during the modernization and the warranty period will be provided as part of the existing maintenance agreement between KONE and the City of San Antonio.

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





### **Add for New Handrail Sterilization System**

The following component shall be added to the Solution Specification for Escalators 1-2:

<b>Handrail Sterilization System</b>	Each escalator will be equipped with two (2) EHC Global LED UV-C Handrail Sterilization Modules – one for each handrail. The proposal includes the Modules and all necessary wiring, bracketing and power supply. The sterilization modules will be mounted inside the unit at the top or bottom of the escalator.
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<b>Total Sales Price</b>	<b>\$593,500.00</b>
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<b>Add for New Handrail Sterilization System</b>	<b>\$19,686.00</b>
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<b>Total Sales Price with New Handrail Sterilization System</b>	<b>\$613,186.00</b>
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### **Escalator Bid Attachment "B" / Site Requirements & Work by Other Trades**

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

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

#### **1. 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.

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.

Provide and install finished elevator cab flooring. Owner must provide certification that flooring meets flame spread and smoke density requirements. (ASMEbA17.1/CSA B44 sec 2.14.2.1).

Our proposal includes tear out of existing elevator equipment unless stated otherwise in our proposal. Remove of entrances, if required, is by others unless stated otherwise in our proposal.

KONE is unable to estimate the amount of on-site mechanic labor required to coordinate the work of other trades unless stated otherwise in the proposal. Thus, KONE has not included any additional time and/or costs (outside of the equipment installation and inspection time) for coordination with the life safety system, security system, or any other trades. KONE shall be entitled to an extension of the contract time and/or additional costs incurred by additional time expended for coordination with other trades.

#### **2. Safety**

Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.

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.

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 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.

Provide two (2) lifeline attachments at the top, front of the hoistway. Each must be capable of withstanding a 5000 lbs/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 4" x 4" x 3/8" (100mm x 100mm x 9.6mm) tube steel lifeline beam in the elevator hoistway overhead 10"/254mm 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 on US installations only.

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.

### **3. Control Space/Machine Room**

Provide a code-compliant, fire-rated, 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 fire-rated door must be self-closing, self-locking, and require a key to open from outside.

Provide or maintain fire rating as required by building code.

Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65F/18C degrees and 95F/35C degrees. Maximum allowed humidity is 95% non-condensing.

Fire extinguisher inside machine room.

Minimum clear machine room height of 7'-0"/2130mm.

Must have adequate temporary or permanent lighting for installation purposes. 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.

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.

Provide a clean and dry elevator machine room.

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.

### **4. 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.

Where applicable, provide 220 VAC single-phase temp. power and 115 VAC 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.

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.

## **5. Hoistway**

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 and may not be less than the clear dimensions detailed (tolerance: -0"/-0mm + 2"/50mm). 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"/100mm.

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"/1065mm 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.). 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 m<sup>3</sup>/h) per elevator.

Elevator hoistway ventilation to the outside atmosphere as required by building code.

Provide a legal, dry and clean pit, 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).

Provide for installation of hoisting I-beam in the elevator hoistway overhead per the KONE final layout drawings. Beam supplied by KONE unless otherwise noted on the layout drawings.

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.

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 1500 PSI (10.5 MPa). Mortar and grout shall have a minimum compressive strength of 2000 PSI (13.8 MPa).

When entrances are being replaced, 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.

When entrances are being replaced, 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.

If the control space is located remote from the elevator hoistway top landing the following may apply:

1. 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.
2. Provide suitable lighting in or above the machine space access with light switch located within 18"/457 mm of 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.
3. Conductors and cables located outside of the elevator 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).

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).  
Provide and install light switch located at manual brake release location: may also be required in control space per local jurisdiction.

## **6. 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"/305mm of each sprinkler head.

## **7. 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.





**Escalator Bid Attachment "C"**  
**Escalator Replacement Site Requirements**

**Purchaser to provide the following in accordance with code requirements:**

**GENERAL**

1. Provide free-standing, removable barricades at top, bottom and the length of the wellway per OSHA 29 CFR 1926.502 and/or any applicable local codes. Barricades should allow sufficient work space around the entire escalator wellways (as directed by KONE) for removal, laydown, and reinstallation of escalators, securing the work area from the general public. Barricades to be a minimum of 8'-0" tall where applicable with lockable entryways sufficiently sized for large material movement.
2. Provide adequate floor protection inside the barricaded work and storage areas.
3. Provide adequate dust/debris containment measures, with air filtration as needed, surrounding work spaces as site conditions or OSHA regulations warrant.
4. Provide safe stairway access to all floors per OSHA 29.CFR1926.1052 and/or any applicable local codes.
5. Provide clear work area with OSHA and/or any applicable local code lighting, free of debris and tripping hazards per OSHA 29.CFR 1926.1052.
6. Provide a clean, dry protected minimum storage space of 20'x20' (6.5m x 6.5m) per escalator/walk adjacent to the lower end of each set of escalator/autowalk(s) wellways. Autowalks may require more storage space, please consult with local KONE representative for Autowalk storage.
7. Prior to the dismantling and removal of the existing escalators, provide for the proper and complete demolition, cutting, disconnection and/or removal (temporary or permanent) of all finishes, fixtures, structures, cladding, enclosures, electrical equipment, plumbing, sprinklers, HVAC equipment, flooring, safety railing, stair railing, overhead canopy assembly, concrete, trim, moldings, lighting, or any other features connected to or directly above, below, or beside the escalators in order to facilitate the complete and safe removal, laydown, and reinstallation of the entire escalator truss assemblies.
8. Provide remedial work as necessitated by any unforeseen or hidden building or structural conditions as warranted throughout the course of this project.
9. Provide all necessary modifications to the existing escalator wellways / structural supports / pits / beams / etc. in order to accommodate the dimensional and load requirements of the new escalator assemblies.
10. Provide for proper cleaning, sanitizing, fireproofing, preparation, and/or removal/disposal of residual oil, debris, asbestos, insulating materials, and/or contaminants on any building surface, wellway, or structural member surrounding the escalator equipment as required prior to new equipment installation.
11. Provide any required testing of, or alterations to, related building systems (fire alarm, sprinklers, electrical feeds, lighting, plumbing, drainage, sumps, HVAC, weather protection, etc.) to ensure code compliance and functionality associated with this work.
12. Provide all cutting and patching of floors, walls, ceilings or partitions required for the installation of



the escalators/powerwalks. Make any repairs necessary by such cutting or changes.

13. Restore all finishes, fixtures, structures or other features surrounding escalators to pre-existing or new design condition in accordance with all applicable codes.

14. After units are leveled and set to elevation, furnish and install all grouting/fill and the finished flooring adjacent to the escalator/powerwalks.

15. Fill all gaps or penetrations between escalator finish and walls or floors.

16. Furnish and install guards at ceiling intersections as required per ANSI 17.1 6.3.3.11

17. Furnish and install all external cladding to cover the exposed truss. Cladding must maintain fire rating required by local codes with a maximum allowable weight of 10 lbs per square foot. Cladding cannot be attached to truss tubes or pan, only to mounting tabs provided. Contact local KONE representative for clarification.

18. Furnish and install access panels or doors to the interior of the escalator if required. Panels must maintain fire rating required by local codes.

19. Other trades may not access, work on, place materials or scaffolding on the escalator/walks at any time. Consult with local KONE representative for special circumstances.

20. Provide and maintain proper protection of escalator/walk and all finishes until units have been accepted by the owner. Contact local KONE representative for specifics.

21. Provide and include all associated costs for the timely procurement of applicable permits required for all related trade work included in this and other sections.

22. Although not required by ASME A17.1/CSA B44, KONE strongly recommends you consult with your architect, structural engineer, contractor, security personnel, or other qualified building professional to review your operations and options to develop an appropriate fall protection solution to limit exposure to falls from your elevated equipment.

### **ACCESS AND HOISTING**

23. Provide a clear unobstructed delivery area adjacent to the building and large enough for both a 72' tractor-trailer and a crane. This area should be large enough to utilize forklifts to splice multi section trusses and support full load of escalator, trucks and unloading equipment. (Consult with local KONE representative for weights prior to shipment).

24. Provide adequate access into the building if the escalator/autowalk(s) are to be rolled into place. This access will require a surface that will allow the unit(s) to be placed on heavy-duty dollies and rolled to the wellways. The area will need to be free of any obstruction on the ground and overhead.

25. Any shoring of existing floors / slabs / etc. to allow the escalator to be removed / delivered to and installed in the wellway is to be provided and installed by others.

26. Any floor protection of existing floors / slabs / etc. to allow the escalator to be removed / delivered to and installed in the wellway is to be provided and installed by others.

27. If the escalator/autowalk(s) are to be hoisted into place by utilizing the building structure as hoist support, provide engineering data for the hoisting point proving its integrity and capability of carrying





the required load. Provide adequate anchor points and shoring of surrounding floor if A-frame type hoisting is to be used.

### **ESCALATOR WELLWAY**

28. Provide and erect supporting structure for escalator/walk ends as well as intermediate supports when required per KONE final approved drawings. Pockets and wellways shall be square and properly located prior to KONE site survey.

29. Provide wall enclosures, railings and guards. Design of structure to meet all applicable codes and requirements set forth by local governing authority.

30. Provide necessary bench marks showing center of finished escalator(s)/walks at top and bottom/each end of each escalator/walk or pair of escalators/walks in close proximity to top and bottom of escalator pockets or ends of walks.

31. Provide finished floor level for each escalator/walk within a workable distance of no more than 4 feet from escalator/walk ends.

32. Permanent provisions shall be made to prevent accumulation of water in the pit. Sumps and/or sump pumps (where permitted) located within the pit may not interfere with the escalator 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 m<sup>3</sup>/h) per escalator pit.

### **ELECTRICAL**

33. Provide the proper 3-phase power supply, per the KONE final approved layout drawings, to a fused disconnect and equipment grounding conductor, located at/in the upper end of each escalator or motor/drive end of autowalk. All electrical work shall be installed in accordance with National Electrical Code, NFPA 70 (NEC) article 620 or any applicable local codes for US installations. Canadian Electrical Code C 22.1 Section 38 or any applicable local codes for Canadian Installations. Coordinate the location of this disconnect with your local KONE representative prior to escalator/walk delivery.

34. Provide a separate 120v AC circuit, with grounding conductor, for lights and GFCI outlets at each end of each escalator/autowalk. All circuits shall be labeled for identification. Install per National Electrical Code, Canadian Electrical Code or any applicable local codes. Coordinate the location of these items with local KONE representative or on site foreman.

35. Provide separate 110v circuit at each end of escalator/walk for demarcation lights per local codes. This circuit should be energized from Building Emergency Power circuit.

36. Provide optional circuitry if required for other supplied options on escalator/walk such as heating rods, handrail lighting, comb lighting, auto oilers etc.

37. Provide circuitry for sump pumps if required per local codes.





**PROPRIETARY ISSUE STATEMENT**  
For Modernization Projects

KONE is committed to providing the finest elevator modernization installation possible including a comprehensive, quality maintenance program for the life of the building. However, should for any reason KONE not maintain your KONE ReSolve elevator control equipment, we currently offer the following solutions for the maintenance of your system:

Spare parts

KONE sells KONE proprietary parts directly to the equipment owner, upon the owner's request, at the same price levels at which we bill our regular maintenance customers for non-contract work.

Technical expertise

KONE provides technical service and adjustment support, upon the owner's request, at the same hourly rates we bill our regular maintenance customers for non-contract work.

Diagnostic tool

KONE ReSolve controls do not require an external diagnostic tool for normal maintenance purposes. Diagnostic capabilities are an integral part of KONE ReSolve controls.

We trust these measures alleviate concern regarding availability of KONE proprietary spare parts, technical expertise, and the need for diagnostic tools.

Sincerely,  
KONE Inc.

A handwritten signature in dark ink, appearing to read "Dennis Viehweg", written over a light blue horizontal line.

Dennis Viehweg  
Senior Vice President  
Modernization Business

This Proprietary Issue Statement generally describes KONE's current proprietary spare parts policy. For the terms of your relationship with KONE please consult your contract.