

TO: HARBOR DEPARTMENT PURCHASING OFFICE  
 500 Pier "A" Street  
 Berth 161  
 Wilmington, CA 90744

BID NO. F-1159,3 Page 1

Show this number on envelope

Contract No. 40001

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addendums, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the Contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4 CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the Contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: Costa Mesa ON THE 9th DAY OF October, 2023  
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name KONE, Inc.  
 Phone (714) 890-7080 Fax (714) 893-1848  
 Address 1540 Scenic Avenue, Suite 100 Costa Mesa CA 92626  
Street City State Zip

Jeff Blum Senior Vice President  
 Signature Printed Name Printed Title  
Cheryl Gabriel Assistant Secretary  
 Signature Printed Name Printed Title

Signature (Approved Corporate Signature Methods) (AFFIX CORPORATE SEAL HERE)

a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 2023 _____ Notary Seal Signature	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below. By _____ Executive Director Harbor Department _____ Date	Approved as to form and legality <u>11/16</u> , 2023 City Attorney BY <u>Heidi</u> Deputy
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**KONE Inc.**

**CERTIFICATE OF SECRETARY**

I hereby certify that the following is a true and correct copy of an excerpt of the Bylaws of KONE Inc., a Delaware corporation, which were adopted at a special meeting of the sole stockholder of KONE Inc. by written consent dated May 10, 1995:

"The Chairman of the Board, the President, Senior Vice Presidents, Vice Presidents, Assistant Vice Presidents, Treasurer, Secretary or Assistant Secretary may enter into contracts or execute and deliver instruments in the name and on behalf of the Corporation, except as otherwise provided by law, the Articles or Incorporation, these Bylaws or a duly adopted resolution of the Board of Directors.

Notwithstanding the foregoing, the Chairman of the Board, the President, or any Senior Vice President of the corporation may authorize the execution of contracts by such other officers, agents and employees as they may select from time to time in their discretion with such limitations and restrictions as their written authorizations may prescribe."

I further certify that said Bylaws have not been amended or revoked and are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said KONE Inc. this 9<sup>th</sup> day of January 2023.

A handwritten signature in blue ink that reads "D. Mehta".

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Divya R. Mehta  
Secretary



**KONE Inc.**

**DELEGATION OF AUTHORITY**

I, Divya R. Mehta, Senior Vice President, hereby delegate the authority granted to me by the By-laws of KONE Inc. to District Vice Presidents, General Managers, District Construction Managers, District Sales Managers, project managers, sales managers, sales directors and other sales personnel to sign and submit quotations, change orders, contracts or contract renewals, bids and waivers on behalf of KONE Inc.

Date: January 9, 2023

A handwritten signature in blue ink, appearing to read "D Mehta", is written over a horizontal line.

Divya R. Mehta  
Senior Vice President

# REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1159,3

<p><b><u>SUBMIT BID TO:</u></b> Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p><b><u>OFFICE HOURS:</u></b> 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)</p>	<p><b>BID DUE BEFORE</b> <b>2:00 P.M.</b> <b>OCTOBER 27, 2023</b></p>
<p><b>Buyer:</b> Jacquelyn L. Estrada, Procurement Analyst <b>Email:</b> <a href="mailto:jestrada@portla.org">jestrada@portla.org</a></p>	<p><b>BIDS WILL BE PUBLICLY OPENED</b></p>

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".

AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

## KONE ECOMOD™ ESCALATOR MODERNIZATION

TERMS AND PRICES QUOTED ARE IN ACCORDANCE WITH SOURCEWELL AND KONE, INC. CONTRACT EV2516 FOR "KONE ECOMOD™ ESCALATOR MODERNIZATION" MATERIALS AND SERVICES, PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a)(8).

This Request for Cooperative Agreement is requested for the one-time requirements of the Los Angeles Harbor Department ("Department" or "City) for: "KONE ECOMOD™ Escalator Modernization" to be furnished and delivered as may be required from the effective date of the agreement.

The contract documents for the SOURCEWELL AND KONE, INC. CONTRACT #EV2516 ("the SOURCEWELL Contract"), as amended, are available at the following URL:

<https://www.omniapartners.com/suppliers/kone/public-sector/contract-documents?hsCtaTracking=f235f55d-f3da-4453-a7e7-052796d11d2d%7Cbc5ed8c8-3410-4476-a5cd-dc9f94b4ca27>

The terms and conditions of the SOURCEWELL Contract No. EV2516 are incorporated herein. To the extent that the terms and conditions of the SOURCEWELL Contract are in conflict with the terms and conditions contained in this contract, the terms and conditions of this contract will govern.

PRICES TO INCLUDE ALL DELIVERY CHARGES AND FEES EXCLUDING SALES TAX.

<p>REQ. NO.: E-23-0289 (81958) NOTIFY: P. Hazelett PAGE 2 10/03/23</p>	<p>STATE TIME OF DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER TERMS DISCOUNT FOR PAYMENT WITHIN _____ DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1</p>
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# REQUEST FOR COOPERATIVE AGREEMENT

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HARBOR DEPARTMENT**

**NO. F-1159,3**  
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## PRICING

Line	Description	Taxable	UOM	Qty	Unit Cost	Extended Cost
1	Unit 1 - Materials	Y	LOT	1	\$ 355,007.00	\$ 355,007.00
2	Unit 1 - Fabrication and Installation - Labor	N	LOT	1	\$ 252,053.00	\$ 252,053.00
3	Unit 1 - 12-Month Warranty Maintenance	N	LOT	1	\$ 9,600.00	\$ 9,600.00
4	Unit 1 - Alternates - UV Handrails	Y	LOT	1	\$ 6,482.00	\$ 6,482.00
Subtotal - Unit 1						\$ 623,142.00
5	Unit 2 - Materials	Y	LOT	1	\$ 355,007.00	\$ 355,007.00
6	Unit 2 - Fabrication and Installation - Labor	N	LOT	1	\$ 252,053.00	\$ 252,053.00
7	Unit 2 - 12-Month Warranty Maintenance	N	LOT	1	\$ 9,600.00	\$ 9,600.00
8	Unit 2 - Alternates - UV Handrails	Y	LOT	1	\$ 6,482.00	\$ 6,482.00
Subtotal - Unit 2						\$ 623,142.00
9	Unit 3 - Materials	Y	LOT	1	\$ 234,685.00	\$ 234,685.00
10	Unit 3 - Fabrication and Installation - Labor	N	LOT	1	\$ 188,969.00	\$ 188,969.00
11	Unit 3 - 12-Month Warranty Maintenance	N	LOT	1	\$ 8,400.00	\$ 8,400.00
12	Unit 3 - Alternates - UV Handrails	Y	LOT	1	\$ 4,212.00	\$ 4,212.00
Subtotal - Unit 3						\$ 436,266.00
13	Unit 4 - Materials	Y	LOT	1	\$ 234,685.00	\$ 234,685.00
14	Unit 4 - Fabrication and Installation - Labor	N	LOT	1	\$ 188,969.00	\$ 188,969.00
15	Unit 4 - 12-Month Warranty Maintenance	N	LOT	1	\$ 8,400.00	\$ 8,400.00
16	Unit 4 - Alternates - UV Handrails	Y	LOT	1	\$ 4,212.00	\$ 4,212.00
Subtotal - Unit 4						\$ 436,266.00
17	Unit 5 - Materials	Y	LOT	1	\$ 354,740.00	\$ 354,740.00
18	Unit 5 - Fabrication and Installation - Labor	N	LOT	1	\$ 252,319.00	\$ 252,319.00
19	Unit 5 - 12-Month Warranty Maintenance	N	LOT	1	\$ 9,600.00	\$ 9,600.00
20	Unit 5 - Alternates - UV Handrails	Y	LOT	1	\$ 6,482.00	\$ 6,482.00
Subtotal - Unit 5						\$ 623,141.00
<b>Grand Total (Excluding Sales Tax)</b>					<b>\$ 2,741,957.00</b>	

**Pricing to include all freight, handling, and delivery fees.**

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## PROJECT DESCRIPTION

The Los Angeles Harbor Department is soliciting a bid from Kone Inc. ("Bidder", "Contractor", "Vendor", "Supplier") to fabricate, deliver and install the materials and equipment needed to modernize five (5) escalators located at the Port of Los Angeles World Cruise Center utilizing the Kone EcoMod™ Escalator Modernization System, approved as Capital Project 2571700. Specifications and Scope of Work are incorporated as "**Attachment A**".

ESCALATORS				
Site Name	Mfr.	Application of Unit	Unit ID	Equipment No.
Berth 93	MONTGOMERY/KONE	Passenger	1	130079
			2	130080
			3	130081
			4	130082
			5	130083

## BIDDER'S INSTRUCTIONS

**REQUEST FOR QUOTATION BIDDER RESPONSIVENESS.** In order to be responsive, bidders shall complete and return all Quotation documents requested by the Los Angeles Harbor Department, including addenda, specifications, drawings and all forms.

It shall be the bidder's responsibility to **provide one (1) original and one (1) copy** of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Department, including addenda, specifications, drawings and all forms.

The Director of the Contracts and Purchasing Division ("Director") may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Department at the Quotation closing date and time.

**ADDENDA.** From time to time, the Harbor Department may deem it necessary to issue an addendum(a) to modify or cancel a Bid Request. Such addendum(a) will be available on the Port of Los Angeles internet website – [www.portoflosangeles.org](http://www.portoflosangeles.org) and the Los Angeles Regional Alliance Marketplace for Procurement website – <https://www.rampla.org/s/>. It is the responsibility of the bidder to be aware of, and respond to, any such addendum(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

**TECHNICAL CORRECTIONS.** The Executive Director or his designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

### **BID SUBMITTAL TIMELINESS.**

Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the

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deadline set forth above. Bidders are cautioned that matters including, but not limited to, power and internet outages, traffic congestion, security measures and/or events in or around the Port of Los Angeles, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

**PRE-AWARD CONFERENCE.** Prior to award of contract, the vendor may be required to attend a pre-award conference to be scheduled at a later date. The intent of this meeting will be to discuss contract regulations, specifications, invoicing, delivery times, etc., in order to ensure successful administration of the contract.

**SPECIFICATION CHANGES.** If any provisions of the Specifications preclude bidder from submitting a bid, bidder may request in writing that the specifications be modified. Such request must be received by the Director of Contracts and Purchasing at least five (5) working days before the bid due date. All bidders will be notified by Addendum of any approved changes to the specifications.

**AWARD OF CONTRACT.** Bid shall be subject to acceptance by the Department for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The Department may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. **The right is reserved to reject any, or all, bids and to waive informality in bids.**

**AWARD.** The Harbor Department reserves the right to reject any or all Bids, award Bid as a whole, split award or delete line items, as it may deem necessary, unless otherwise stated herein.

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## CONTRACTUAL TERMS SECTION

### SUPPLIER CONTACT INFORMATION FOR CONTRACTUAL ISSUES.

Contact Person: Shawn Travers  
Title: Construction Project Manager NEB Operations  
Telephone: (714) 713-0232  
Email Address: shawn.travers@kone.com  
24-Hour Contact Phone: (714) 713-0232

### SUPPLIER CONTACT INFORMATION FOR VENDOR PERSONNEL AT JOBSITE.

Contact Person: Andrew Peiffer  
Title: Installation Field Supervisor  
Telephone: (510) 610-7896  
Email Address: andrew.peiffer@kone.com  
24-Hour Contact Phone: (510) 610-7896

**SURVIVABILITY.** Contracts awarded using the authority provided by the SOURCEWELL Contract will survive the SOURCEWELL Contract itself. As a Customer purchasing the materials and services, the Harbor Department will continue to receive ongoing service from the Contractor at the agreed upon SOURCEWELL Contract rates through the term of the Harbor Department Contract. The Harbor Department Contract terms and conditions will survive the authorizing SOURCEWELL Contract through the life of this Contract.

Upon the Contract termination, the Department and Contractor may agree to further extend a placement. Such further extensions shall not be for more than twelve-month terms, and the City will reserve the right to terminate these placements with 30 days written notice, and without termination penalties.

**AUTHORIZED DISTRIBUTOR/DEALER.** Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer(s) being quoted (please check one and initial).

Yes: \_\_\_\_\_  No: \_\_\_\_\_  N/A (Proprietary Goods and Services)

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The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, troubleshooting, and correcting problems that are traceable to the manufacturer.

**NEW AND UNUSED.** The equipment and materials furnished shall be new and unused, current model or offering.

**WARRANTY.** Terms of warranty on new materials offered. Free PARTS AND SERVICE (LABOR) for defective materials and workmanship for the following time period after goods and/or work have been accepted:

Materials: Include in the 12 months warranty price Labor: Included in the 12 months warranty price

Please attach additional warranty terms with bid, if applicable.

## **BUSINESS HOURS:**

Vendor to indicate business hours:

Monday-Friday: 7:00 A.M. to 5:00 P.M.

Saturday:            A.M. to            P.M.  Closed

Sunday:            A.M. to            P.M.  Closed

**HAND TOOLS AND SMALL EQUIPMENT INCIDENTAL TO THE WORK.** Hand tools, supplies, and other small items of equipment not considered consumable goods shall be furnished by the contractor at no expense to the City. Items in this category include, but are not limited to: wrenches, bars, lifting devices, hoses, ladders, remote communication devices, carts, dollies, portable lighting, equipment, disposable gloves/clothing, wheelbarrows, clay boxes, buckets, shovels, tool boxes, scaffolding, wiping rags, bags, and small containers. The City shall reimburse the contractor for materials and supplies consumed as part of the job, but materials and equipment that will remain in the possession of the contractor after completion of the work shall not be charged to the City. Hand tools, materials, supplies, or equipment not purchased or rented specifically for work under this contract will not be charged to the City.

**JOB CONDITIONS.** The Contractor shall determine the nature and types of work to be performed, ascertain all conditions affecting construction procedure and sequencing of Work operations in the execution of the Work, including condition of available roads and streets, or clearances, restrictions and other limitations affecting transportation and ingress and egress to the job site. This determination must be made during the Bidding Period with any costs and impact included within the Bid.

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**SITE CONDITIONS.** Contractor shall report to Construction and Maintenance (C&M), prior to project start, any adverse condition(s), which would affect the proper execution of the Contracted Work and shall not proceed until instructed by the POLA Project Manager. Except as provided elsewhere, failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor at its sole cost and expense.

**CONTRACTOR OBLIGATIONS.** Only competent workers shall be employed on the Work. Any person employed who is found by the City of Los Angeles Harbor Department Project Manager (PM) to be incompetent, disorderly or otherwise objectionable, or who fails or refuses to perform Work properly, acceptably and as directed shall be immediately removed from the Work by the Contractor and not be re-employed on the Work.

If, at any time before the commencement or during the progress of the Work or any part of it, the Contractor's methods or appliances appear to the City of Los Angeles Harbor Department PM to be unsafe, inefficient, or inadequate for securing the safety of the workers, the quality of the Work required, or the rate of progress stipulated, the City of Los Angeles Harbor Department PM may order the Contractor to increase their safety and efficiency or to improve their character, and the Contractor shall comply with such orders at its own expense. Neither the making of such demands by the City of Los Angeles Harbor Department PM nor the failure to make such demands shall relieve the Contractor of its obligation to secure the safe conduct of the Work, the quality of Work required, and the rate of progress stipulated in the Contract. The Contractor shall be fully responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

Where articles or materials are specially manufactured or fabricated for delivery under these specifications, the Contractor shall at all times employ such workforce, plant, materials, and tools as will be sufficient to complete the performance of the Contract and every part thereof within the time limits stipulated herein. If the Contractor fails to employ sufficient workforce, plant, materials, tools, or to maintain adequate progress, the City of Los Angeles Harbor Department PM may require an increase in progress at any point or points or a modification of Plans and procedure in such a manner as to accelerate the Work. Failure to adequately staff the project shall be just cause for the City to terminate the Contract.

**CONTRACTOR'S REPRESENTATIVE AT THE SITE.** A technically qualified and English-speaking project representative shall be designated in writing as the Contractor's Representative at the job site, who shall supervise the Work and shall provide competent supervision of the Work until its completion.

The City of Los Angeles Harbor Department Project Manager (PM) reserves the right to disapprove any candidate named as the Contractor's Representative or alternate who fails to meet the provisions set forth herein. The City of Los Angeles Harbor Department PM reserves the right to remove, without any right to work on the project, either the Contractor's Representative or alternate, who in the sole opinion of the City of Los Angeles Harbor Department PM, has demonstrated incompetence, lack of ability, or other unsuitability to perform supervision of the Work.

If the Contractor's Representative or alternate leave the employ of the Contractor, the Contractor will be required to replace the individual(s) and fulfill the requirements of this Article within fifteen (15) calendar days. In no event shall any Work proceed in the absence of an approved representative.

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All directions given by the City of Los Angeles Harbor Department PM to said representative or alternate shall be considered as having been given to the Contractor.

**WORKMANSHIP AND MATERIALS.** All materials, parts and equipment furnished by the Contractor for the Work shall be new, high grade and free from defects. Materials and work quality shall be subject to the City of Los Angeles Harbor Department Project Manager (PM) approval.

## **INDEMNIFICATION AND INSURANCE**

### **Indemnification**

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Vendor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Vendor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Purchase Order by Vendor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

### **Acceptable Evidence and Approval of Insurance**

Electronic submission is the required method of submitting Vendor's insurance documents. KwikComply is the City's online insurance compliance system, designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of KwikComply include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Vendor's insurance broker or agent shall obtain access to KwikComply at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on Vendor's behalf.

### **POLICY COPIES.**

Upon request by City, Vendor must furnish copy of binder of insurance and/or full certified policy of any insurance policy required herein. Such request may occur outside of termination and/or expiration date of this contract.

### **PRIMARY COVERAGE.**

The coverages submitted must be primary with respect to any insurance or self-insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing. If the Vendor maintains higher limits than the

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minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

## **ADDITIONAL INSURED.**

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

## **NOTICE OF CANCELLATION.**

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be cancelled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 days' notice of nonpayment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

## **RENEWAL.**

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to KwikComply. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

For further clarification on Insurance procedures, coverage information and documentation please go to <http://www.portoflosangeles.org/business/risk.asp>.

Vendor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown below:

### NOTE:

FAILURE TO SUBMIT PROOF OF INSURANCE WITHIN (10) DAYS UPON RECEIPT OF NOTICE OF INTENT TO AWARD WILL DEEM THE BIDDER NON-RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.

### General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than one million Dollars (\$1,000,000.00) combined

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single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

## Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than one million Dollars (\$1,000,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

## Workers' Compensation and Employer's Liability

Vendor shall certify that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Vendor shall comply with such provisions before commencing the performance of the tasks under this Purchase Order. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Vendor shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

## INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

DS (initial)

**Upon approval of insurance, contractor will receive written authorization to proceed.**

**NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED.**

# REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1159,3  
(SHOW THIS NUMBER ON ENVELOPE)

## MATERIAL, EQUIPMENT, SERVICE

**SAFETY AND HEALTH REQUIREMENTS.** All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

**SAFETY APPROVAL.** Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

**CONSTRUCTION MATERIALS.** Electrical, plumbing, H.V.A.C. and/or other construction materials, fixtures, devices, appliances, and equipment shall be UL/FM approved when applicable, and comply with the requirements of the City of Los Angeles Building Code(s).

**PAINT/ARCHITECTURAL COATINGS.** All paint/architectural coatings furnished to the City of Los Angeles Harbor Department must comply with all current requirements of the South Coast Air Quality Management District Rule 1113. Vendor certifies that the product offered complies with all requirements.

**CHEMICALS.** As directed by the Occupational Safety and Health Act of 1970 and the Hazardous Substances Information and Training Act of 1980, vendor must provide a Material Safety Data Sheet for all chemicals furnished. The Harbor Department reserves the right to refuse all deliveries not accompanied by a Material Safety Data Sheet.

**INSPECTION RESPONSIBILITY.** Bidder submittal constitutes acknowledgment of inspection of the work site to bidder's satisfaction, including, but not limited to site conditions and specification requirements.

**CARE AND CUSTODY.** The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his/her possession or the possession of any of his/her agents. Contractor shall reimburse the Harbor Department for any loss or damage to Harbor Department equipment in his/her possession or the possession of any of his/her agents.

**REMOVAL, CLEANUP, AND DEMOBILIZATION.** Upon completion of the Contracted Work, the Contractor shall remove all of its tools, materials and other articles from the property of the City. Should the Contractor fail to take prompt action to this end, the City, at its option and without waiver of such other rights as it may have, upon thirty (30) calendar days' notice, may treat such items as abandoned property. The Contractor shall also sweep all floors broom clean, clean all exterior and interior surfaces and windows and remove all rubbish and debris resulting from the Contracted Work and shall maintain the Jobsite in a clean, orderly and safe condition at all times until completion of the contracted work.

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Throughout all phases of construction, including suspension of work, and until the Final Acceptance, the Contractor shall keep the site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid.

Failure of the Contractor to comply with the City of Los Angeles Harbor Department Project Manager (PM) cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

**PREVAILING WAGE/PUBLIC WORKS CONTRACTS.** Contractor, in performance of this Public Works Contract, shall comply with all provisions of Section 425 of the Charter of the City of Los Angeles and of the Labor Code of the State of California including, but not limited to, those sections requiring payment of prevailing wages and the employment/training of apprentices.

**CONTRACTOR'S LICENSE.** In accordance with Section 7028.15 of the Business and Professions Code, bidder must provide the following information:

Contractor's License No.: 179166  
Class: C-11 Expiration Date: 6/30/2024

Bidder must be certified as a Qualified Conveyance Company (QCCC) by the California Department of Industrial Relations (DIR) [Elevator Unit Certification Section](#), as mandated by the California [Labor Code](#) and all mechanics carrying out the requirements of this RFB are required to be Certified Competent Conveyance Mechanics (CCCM) or Temporary Certified Competent Conveyance Mechanics (TCCCM), as applicable.

**TWIC CARD.** Contractor must ensure that any of its employees performing work under this contract in and around Port property procure and maintain a Transportation Worker Identification Credential (TWIC) card, as may be required. The card is to be purchased and maintained at vendor's expense. TWIC enrollment details can be found at [www.tsa.gov/for-industry/twic](http://www.tsa.gov/for-industry/twic) or by phone at (855) 347-8371.

**INITIAL HERE ACKNOWLEDGING TWIC REQUIREMENT:**

DS (initial)

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## DELIVERY

**DELIVERY POINT.** Prices to include all delivery charges, F.O.B. the Harbor Department, Port of Los Angeles World Cruise Center, Berth 93, San Pedro, CA 90731.

**NOTIFICATION.** The vendor shall notify Phil Hazelett, C & M Division of the Harbor Department at [phazelett@portla.org](mailto:phazelett@portla.org) no less than three (3) days in advance that the equipment is ready for delivery.

**SHIPPING CHARGES.** Please prepay and add shipping or delivery charges to your invoices. Ship cheapest way, unless otherwise specified herein, for goods to arrive within the time specified above. Please include copy of your freight bill with your invoice. AIR SHIPMENT MUST BE SPECIFICALLY AUTHORIZED BY STATEMENT ON THIS ORDER.

**DELIVERY CHARGES – BY VENDOR.** Delivery charges for parts and materials, delivered by vendor. Delivery charges are not subject to markup.

## FINANCIAL CLAUSES

**SALES TAXES.** Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

**SALES TAX PERMIT.** A valid California State Board of Equalization Seller's Permit No. is required to collect California State Sales Tax.

Permit Number: 030-602314.

**FEDERAL EXCISE TAX.** The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.

**TAXPAYER IDENTIFICATION NUMBER.** Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

**UNION HOLIDAYS.** IUEC Local 18 Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day.

<https://www.dir.ca.gov/oprl/2018-2/PWD/Holidays/Southern/SC-062-X-999-Hol.pdf>

**PERFORMANCE BOND.** The Contractor will be required to post a Faithful Performance Bond in the amount of **one percent (1%) of the total bid**. The required Bond shall be furnished when requested by the Director and shall be furnished at contractor's expense. Bonds shall be placed with insurance carriers which are rated VII, A- or better in Best's Insurance Guide. If a Best's Insurance Guide rating is not available, then the proposed carrier must meet comparable standards in another rating service satisfactory to City.

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**PARTIAL PAYMENTS AND RETENTION.** The Harbor Department will make payments to vendor in accordance with Schedule of Values as approved by the Department. Partial payments made to the vendor do not in any way relieve vendor of its responsibility to complete the entire contract. Partial payments will be made upon receipt of contractor's invoices for progression of work in accordance with the Schedule of Values, less 10% retention.

**WITHHOLDING REQUIREMENTS.** The State of California Franchise Tax Board (FTB) requires that the City of Los Angeles Harbor Department withhold income taxes from payments to out-of-state vendors for services performed within California unless the vendor submits one of the required forms listed below. The tax withholding rate is seven percent (7%) of payments subject to withholding.

This requirement applies to vendors whose legal address (as indicated on their IRS W-9 Form), or payment address (as indicated on this Request for Bid/Quote), is outside of California. **Should either of these two situations apply to your company, please attach one of the following forms to your bid** in order to help the Harbor Department clarify your nonresident tax withholding status:

- Form 590, *Withholding Exemption Certificate*, certifying exemption from the withholding requirement.
- Form 587, *Nonresident Income Allocation Worksheet*, which allocates the expected income under the City contract for work completed within and outside of California.
- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, *Nonresident Withholding Waiver Request* to the CAFTB).
- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 *Nonresident Reduced Withholding Request* to CAFTB).

Further information regarding this requirement may be found here:

<https://www.ftb.ca.gov/pay/withholding/withholding-on-nonresidents.html>

**Please Check One:**

**Both Bidder's Legal Address and Remittance Address are located within the State of California - Withholding Forms Not Required.**

**Withholding Forms Attached**

**BUSINESS TAX REGISTRATION CERTIFICATE (BTRC).** In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

BTRC Number: 0000578473

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**TIME AND MATERIALS WITH NO FIXED FEE.** All invoices with payments for **time and materials** must be supported/backed up by **time sheets**. **Note:** Those invoices with fixed fee rates do not require **time sheets**.

**VENDOR PAYMENT.** Please note: Vendor name and address must be submitted exactly as they will appear on the invoice(s). **Please provide a copy of your firm's IRS Form W-9 with your bid.** If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

COMPANY: See attached KONE customer payment information.  
\_\_\_\_\_

REMIT TO: ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

AR EMAIL: \_\_\_\_\_  
\_\_\_\_\_

Invoices submitted for payment where the invoice name and address do not match the name and address as they appear on the Purchase Order, or as indicated in the space above, will not be processed and will be returned to the vendor.

## **GENERAL CLAUSES – LAW, CHARTER, ADMINISTRATIVE CODE**

**COMPLIANCE WITH LAWS.** Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

**DEFAULT BY SUPPLIER.** In case of default by Vendor, the Department reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the Department thereby.

**SMALL BUSINESS, MINORITY-OWNED, WOMEN-OWNED, DISABLED VETERAN-OWNED AND ALL OTHER BUSINESS ENTERPRISES.** It is the policy of the Department to provide Small Business, Minority-Owned, Women-Owned, Disabled Veteran-Owned and all Other Business Enterprises (SBE/MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all Department contracts. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including SBEs, MBEs, WBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in Department contracts.

### **SWEAT-FREE PROCUREMENT POLICY**

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6455 on October 19, 2006, agreeing to adopt provisions of Los Angeles City Ordinance 176,291, relating to Sweat-Free Procurement, Section 10.43 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Contractor shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Contractor and pursue any and all other legal remedies that may be available.



## UPDATED KONE Customer Payment Information

Effective immediately, the following information represents the current banking information for KONE Incorporated offices within the United States.

### Check Payment – Lockbox Address

If payment is being sent from:

States: **AK, AL, AR, AS, GU, IA, IL, IN, KS, KY, LA, MI, MN, MO, MP, MS, ND, NE, PR, SD, TN, WI**

Remit to: KONE Chicago PO Box 373874 Chicago, IL 60673-4874

States: **CT, DC, DE, FL, GA, MA, MD, ME, NC, NH, NJ, NY, OH, OK, PA, RI, SC, VA, VI, VT, WV**

Remit to: KONE Brooklyn PO Box 22251 New York, NY 10087-2251

States: **AZ, CA, CO, HI, ID, MT, NM, NV, OR, TX, UT, WA, WY**

Remit to: KONE Pasadena PO Box 102425 Pasadena CA 91189-2425

### Electronic Payment Only - Bank Account and Remittance Details

- <https://kone.billtrust.com> to electronically pay invoices via ACH and Credit Card
- Direct submission to Citi Bank. If this method is used, email remittance detail to: [accountsreceivable.ssc@kone.com](mailto:accountsreceivable.ssc@kone.com)

Account Name:	KONE Incorporated	ABA Routing Number:	021000089
Bank Name:	Citibank	Bank Account Number:	30915201
Bank Address:	399 Park Avenue New York, NY 10022	Federal Tax ID#:	36-2357423

### Credit Card Payment – How to Request Payment

- Cards accepted; Visa, MasterCard, American Express and Discover. Two submission forms:
  - <https://kone.billtrust.com> to electronically pay invoices via credit card
  - Email secure link for retrieving card detail to: [KONE-NoReply@supplierpayments.com](mailto:KONE-NoReply@supplierpayments.com)

### KONE Helpdesk Assistance:

- [billing.questions@kone.com](mailto:billing.questions@kone.com)
- Call +1 888-705-3612

Sincerely,

K. Rangarajan  
Corporate Controller Treasurer

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**IRAN CONTRACTING ACT OF 2010.** The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from submitting bids for, entering into, or renewing, contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting bids for, entering into, or renewing, contracts with the Harbor Department for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit, attached.

**EQUAL BENEFITS POLICY.** The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

**ETHICS.** Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Forms 50 and 55, attached, to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

**STORM WATER POLLUTION PREVENTION PLAN, SWPPP.** All work performed under any resulting contract within the Port of Los Angeles, as applicable, must be in accordance with the California Storm Water Best Management Practices (BMP) Handbooks. These practices prohibit the placement of any waste material resulting from the contractor's performance of work into the storm drain system as required by the City of Los Angeles Storm Water Pollution Prevention Plan (SWPPP) for Public Agency Activities.

A copy of the BMP Handbooks for 1) Construction 2) Industrial/Commercial and 3) Municipal Activities are available for review in the office of the Director of Environmental Management, 5th floor, 425 S. Palos Verdes Street, San Pedro, California 90731.

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**DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION. ALL CONTRACTORS MUST HAVE A CONTRACT REGISTRATION NUMBER THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS.**

**A CONTRACTOR AND SUBCONTRACTOR MAY NOT SUBMIT A BID PROPOSAL FOR A PUBLIC WORKS PROJECT UNLESS REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. BID PROPOSAL WILL BE DEEMED NON-RESPONSIVE.**

The prevailing rate of per diem wages and rates for legal holidays and overtime work for each craft, classification or type of workers needed in the execution of any contract to let under the Specifications has been determined by the Director of the Department of Industrial Relations (DIR) of the State of California pursuant to the provisions of the Labor Code of the State of California. The State of California has approved the City's Labor Compliance Program of enforcement of State prevailing wage laws and will allow the City to retain all penalty assessments for violation of these laws.

Pursuant to notice requirements effective January 1, 2015, all contractors and subcontractors must register with and meet requirements of the State of California DIR using the online application before bidding on the public works contracts in California. For the online application, visit <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

- a. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a]).
- b. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
- c. The Project is subject to compliance monitoring and enforcement by the DIR.

## PREVAILING WAGES

- a. The Contractor shall pay the general prevailing rate of per diem wages and rates for legal holiday and overtime work currently being paid in the area where the work is being performed.
- b. Pursuant to the provisions of the Labor Code of the State of California, the general prevailing rate of wages for each craft, classification or type of workers needed in the execution of contracts under the jurisdiction of the Board, shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable Determinations may be obtained at or by request to the Department.
- c. When the Contractor has been determined to be in violation of Section 377 of the City Charter making applicable the provisions of the California Labor Code relating to the payment of not less than the prevailing per diem wages on public works, deductions may be made from moneys due or to become due the Contractor in the amount of twice the difference between such stipulated prevailing rates, and the amount paid to each wage worker for each Calendar Day, or part thereof, for which each worker was paid less than the stipulated prevailing wage rate.
- d. The Contractor shall also comply with Section 1775 of the Labor Code providing for a penalty per day as determined by the Labor Commissioner for each Calendar Day, or part thereof, for which each worker was paid less than the prevailing wage.
- e. Contractor and subcontractors shall keep an accurate record showing the names and occupations of all workers employed by them in connection with any work done under the

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Contract, and the per diem wages paid to each of such workers; and shall keep such record open at all reasonable hours to the inspection of the Board and to the State Division of Labor Law Enforcement. The Contractor in all other respects shall comply with Section 1776 of the Labor Code.

- f. No later than the end of the workday following the day on which work was performed by the Contractor, or any subcontractor, the Contractor and applicable subcontractor(s) shall complete and furnish the Contractor Daily Field Report, included as Subsection 71 of this Section, to the Inspector. When work has been performed, the Contractor shall submit a form regarding all employees and equipment at the jobsite on the workday, and the Contractor shall submit a separate form for each subcontractor regarding each subcontractor's employees and equipment at the jobsite on the workday. Each field report shall:
1. Identify the Project title, Specification number, name of the Contractor or subcontractor, and date on which the work was performed.
  2. Show the names of the workers and identify their applicable company affiliation (Prime Contractor, subcontractor, supplier, or vendor).
  3. Show the labor classification for each worker. If worker is an operating engineer or teamster, the Contractor or subcontractor must indicate which piece of equipment was operated by the worker.
  4. Show the Start Time and End Time for the worker listed, as well as the total hours worked by the worker on the workday.
  5. Show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, utilized on the workday.
  6. Contain the printed name and title for the Contractor or subcontractor representative; and shall be dated and signed by same.
- g. Contractor shall submit the original (wet signature by Contractor or subcontractor) to the Inspector for review. If additional space is needed, a second form, with pages numbered accordingly, can be completed.
- h. The Inspector will compare the Inspector's records with the report submitted by the Contractor, discuss any apparent discrepancies with the Contractor, and reconcile the report (and have it re-submitted, if necessary). Once the report is agreed upon by the Contractor and Inspector, the Inspector prints his/her name on the report and dates and signs the report. Each party shall retain a copy of the report, signed by both parties.
- i. Certified payrolls from the Contractor and all subcontractors shall be submitted to the City weekly through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into the Contract. The City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports.

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## WAGE AND EARNING ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS

- The Contractor and its subcontractors shall comply with all applicable state and federal employment reporting requirements for the Contractor's and/or subcontractor's employees.
- The Contractor and/or subcontractor shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. The Contractor or subcontractor shall comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 et. seq. The Contractor or subcontractor shall maintain such compliance throughout the term of the Contract.

Prime Contractor State of California DIR Registration No.:

1000003806

Subcontractor State of California DIR Registration No.:  N/A

Subcontractor State of California DIR Registration No.:  N/A

(Attach additional sheets if necessary)

## DIR REPORTING LABOR CLASSIFICATIONS:

### PRIME CONTRACTOR:

Please indicate which Labor Classification(s) will be used for Payroll Reporting:

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> ASBESTOS        | <input type="checkbox"/> BOILERMAKER         | <input type="checkbox"/> BRICKLAYERS   | <input type="checkbox"/> CARPENTERS      |
| <input type="checkbox"/> CARPET/LINOLEUM | <input type="checkbox"/> CEMENT MASONS       | <input type="checkbox"/> DRYWALL       | <input type="checkbox"/> DRYWALL/LATHERS |
| <input type="checkbox"/> ELECTRICIANS    | <input checked="" type="checkbox"/> ELEVATOR | <input type="checkbox"/> FINISHER      | <input type="checkbox"/> IRON WORKERS    |
| <input type="checkbox"/> LABORERS        | <input type="checkbox"/> MECHANIC            | <input type="checkbox"/> GLAZERS       | <input type="checkbox"/> PAINTERS        |
| <input type="checkbox"/> PILE DRIVERS    | <input type="checkbox"/> MILLWRIGHTS         | <input type="checkbox"/> OPERATING ENG | <input type="checkbox"/> ROOFERS         |
| <input type="checkbox"/> SHEET METAL     | <input type="checkbox"/> PIPE TRADES         | <input type="checkbox"/> PLASTERERS    | <input type="checkbox"/> TEAMSTER        |
| <input type="checkbox"/> TILE WORKERS    | <input type="checkbox"/> SOUND/COMM          | <input type="checkbox"/> SURVEYORS     |  |

### SUBCONTRACTOR: N/A

Please indicate which Labor Classification(s) will be used for Payroll Reporting:

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> ASBESTOS        | <input type="checkbox"/> BOILERMAKER   | <input type="checkbox"/> BRICKLAYERS   | <input type="checkbox"/> CARPENTERS      |
| <input type="checkbox"/> CARPET/LINOLEUM | <input type="checkbox"/> CEMENT MASONS | <input type="checkbox"/> DRYWALL       | <input type="checkbox"/> DRYWALL/LATHERS |
| <input type="checkbox"/> ELECTRICIANS    | <input type="checkbox"/> ELEVATOR      | <input type="checkbox"/> FINISHER      | <input type="checkbox"/> IRON WORKERS    |
| <input type="checkbox"/> LABORERS        | <input type="checkbox"/> MECHANIC      | <input type="checkbox"/> GLAZERS       | <input type="checkbox"/> PAINTERS        |
| <input type="checkbox"/> PILE DRIVERS    | <input type="checkbox"/> MILLWRIGHTS   | <input type="checkbox"/> OPERATING ENG | <input type="checkbox"/> ROOFERS         |
| <input type="checkbox"/> SHEET METAL     | <input type="checkbox"/> PIPE TRADES   | <input type="checkbox"/> PLASTERERS    | <input type="checkbox"/> TEAMSTER        |
| <input type="checkbox"/> TILE WORKERS    | <input type="checkbox"/> SOUND/COMM    | <input type="checkbox"/> SURVEYORS     |  |

(Attach additional sheets if necessary)

Estimated Project Duration: 800 Days NOTE: Install 2 units at a time 510 days

Durations include equipment surveys, engineering, manufacturing, site escalator work

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**REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP).** **PRIOR TO BEING AWARDED A CONTRACT** with the Harbor Department, all vendors must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>.

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the vendor is a for-profit company or corporation, the vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP or via another method prescribed by City.

**RAMP ID Number(s):** 16500, 203790

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## GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic, facsimile, or electronic bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.

conformity with tariff or classification requirements.

Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.

Materials shall be listed separately on invoices covering repairs or installation service.

The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.

In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.
  2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
  3. **SPECIFICATION CHANGES.** Contractor may request in writing that specifications be modified if its provisions restrict Contractor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All Contractors will be notified by Addendum of any approved changes in the specifications.
  4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Contractor must describe variations in their Bid.
  5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the Contractor. The City may make combined award of all items complete to one Contractor or may award separate items to various Contractors. Contractors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
  6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
  7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
  8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
  9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
  10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
  11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

**12. TIME AND MATERIALS WITH NO FIXED FEES: ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.**

**NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.**

**13. CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.

**14. PAYMENTS.** Payment terms are NET 30 days unless Contractor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.

**15. ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.

**16. NONDISCRIMINATION.** During the performance of this contract, the Contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.

**17. SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.

**18. PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, Contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of
- All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in

# REQUEST FOR COOPERATIVE AGREEMENT

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1159,3**  
(SHOW THIS NUMBER ON ENVELOPE)

California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.

19. **CONTRACTOR'S LIABILITY.** The Contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said Contractor, Contractor's employees and agents, in connection with the work to be performed under the contract.
20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year purpose. The City's fiscal year ends on June 30<sup>th</sup> of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Contractor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116

## ATTACHMENT A



## 1 KONE EcoMod Solution Specification

<b>Units in bid</b>	2
<b>Units in group</b>	2
<b>Unit names</b>	Escalator 1 and 2

### Equipment outline

<b>Make</b>	Montgomery
<b>Model</b>	E-5000
<b>Rise</b>	28' 0" / 8.5 m
<b>Step width</b>	40"
<b>Existing voltage</b>	480VAC
<b>Balustrade type</b>	Glass
<b>Speed</b>	100FPM (0.5m/s)

### Offered Components

#### Truss

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

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

#### Isolation Mounting

Existing isolation mounting shall be reused.

#### Upper, Lower, and Incline Modules

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

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

## ATTACHMENT A

A) Drive machine

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

B) Motor

The escalator(s) shall be equipped with a motor designed for escalator service. The motor shall be of TEFC design, ball bearing type, integrally and horizontally mounted to the drive machine. The motor shall be flange mounted to the main drive gear case and torsionally connected to the gearbox. Driving motor and motor switchgear shall be designed to provide a smooth start, which shall prevent undue strain on drive components. The motor shall be of sufficient size to operate the escalator at a minimum of code-rated load, ascending without exceeding the rated horsepower.

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

C) Permanent magnet ceramic brake

A load compensating brake system shall be installed. The brake shall be capable of automatically stopping the escalator quickly but gradually, and shall hold the escalator stationary under full load whenever the power is interrupted. The brake shall be "fail safe" and electrically released. The system shall continually adjust brake torque to maintain a relatively constant deceleration independent of the load. The brake shall not cause the escalator to come to an abrupt stop. It shall be designed to meet ASME A17.1-2000 Code deceleration requirements without adjustment.

D) Upper reversing station

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

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

A) Lower reversing station

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

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

## ATTACHMENT A



## Step Bands

**1. A step guidance system** shall be provided to control the movement of the steps both horizontally and vertically. Each step shall be provided with horizontal guide pads, which shall guide the steps throughout their travel, in combination with a continuous guide profile installed in the area of the escalators open to passengers. A17.1-2000 Code Step/Skirt Performance Index requirements shall be met without the need for skirt deflector brushes.

**2. Step chain:** The step band shall consist of consecutively running steps powered and spaced with a chain designed for long life and quiet operation. The step chain shall properly mesh with the main drive sprockets and lower reversing station castings. The chain shall be an engineering class roller chain, manufactured to close tolerances, from high quality material with heat-treated bushings, pins, and link plates.

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

**3. The steps** shall be formed from one-piece die cast aluminum with closely spaced tread and riser cleats. Step rollers shall rotate on sealed ball bearings. The step shall be connected to the chain by a pin and bushing. Vertical curved step risers shall be furnished with vertical cleats arranged to pass between the cleats of the tread on the adjacent step to form an inter-meshing unit with minimum clearances. Step color shall be black painted aluminum.

A) The number of level steps at each end of the escalator shall be 2 upper/2 lower.

B) Step demarcation inserts shall be provided on the sides and rear of each step. The inserts shall be fabricated from reinforced structural plastic, shall be easily replaced and shall be approximately 1.5 inches (38mm) wide at the sides and approximately 1.5 inches (38 mm) wide at the rear. Inserts shall be attached to the step without the use of visible fasteners. The color of the demarcation inserts shall be yellow.

**4. New tracks** shall be designed and fabricated to support and retain the steps and running gear at the rated load and at the highest speed specified. Tracks shall be assembled and secured together for easy removal and replacement of sections. The system shall be adjustable, with no welding of the track sections at the joints. Tracks shall be properly supported on stanchions to provide correct alignment and smooth transition to return stations. The rolling surface of the incline track shall be a minimum thickness of 3 mm. The transition track shall be a minimum thickness of 10mm. The guiding surface of the wheels shall be galvanized steel profiles with smooth and even running surfaces. Joints shall be cut diagonally to the running direction. A second, continuous step guiding profile shall be provided above the step chain rollers.

## Comb plates and Access Covers

1. Adjustable comb plates shall be located at the top and bottom landings. The comb plates shall support injection molded, reinforced structural plastic comb segments which shall be designed to be removable and to mesh with the cleats on the step treads. The skid resistant comb plates shall be designed to sense both horizontal and vertical movement of the comb segments. Comb segments shall be yellow plastic.

2. Lightweight aluminum access covers shall be provided. The design of these skid resistant access covers shall allow for ease of maintenance. These covers shall be provided at both upper and lower landings, and match the pattern of the new comb plates.

## ATTACHMENT A



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

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

**1. The escalator decks** shall be constructed such that there shall be an inner deck and an outer deck. The inner and outer decks shall be fabricated from heavy gauge metal. Deck panels shall be installed without overlapping joints or requiring trim pieces to cover where two deck panels meet. Both inner and outer decks shall be finished in stainless steel #4 satin finish 14 gauge material.

**A) Both the upper and lower newel ends** shall be designed to allow the return of the handrail without undue stress. The newel ends shall support the handrail around the newel through the use of a multi-roller bearing system to minimize drag and maximize handrail life.

Escalator units in this specification are required to have deck guards per ASME Code. The guards can either be provided by the escalator modernization contractor or the owner. The deck guards are required at the upper and lower end.

**2. Glass balustrades** shall be provided between the escalator decks and the handrails. The balustrades shall be constructed of ½ inch tempered glass and shall be installed without mullions between the panels.

**3. Front plates** shall be provided at upper and lower ends designed to include the handrail inlet device and key actuated direction-starting switch. The handrail inlet device shall be a four-piece door/gate assembly. The front plate material shall be stainless steel.

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

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

**5. Interior trim** pieces shall be aluminum and designed to connect the skirts and inner panels together.

### Handrails

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

### Controls and Wiring

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

## ATTACHMENT A



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

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

### Safety Devices

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

2. A **broken step chain device**, a part of the lower reversing station assembly, shall be provided for each chain. When these devices are activated, the escalator will come to a controlled stop.

3. A **step up-thrust device** shall be located on each side of the lower curve track on the lower end of each escalator. The escalator will come to a controlled stop should a step be displaced against the up thrust track.

4. A **comb-step impact device** shall be provided at the upper and lower comb plates. The escalator will come to a controlled stop should an impact occur between the comb segments and steps.

5. **Skirt obstruction devices** shall be provided, at both upper and lower ends, within the skirt panels. The escalator will come to a controlled stop should an obstruction occur between the step and skirt panel. Switches shall be of the plunger, self-resetting type, adjustable to maintain the required position and clearance from the skirts.

6. **Missing step devices** shall be provided. The missing step devices are designed to detect a missing step or steps at the upper and lower ends of the escalator. When these devices are activated, the escalator will come to a controlled stop.

7. **Step demarcation lights** shall be furnished at the top and bottom of each escalator. They shall consist of a light fixture installed just below the track system where the step leaves or enters the comb plate. This fixture shall be furnished with two independent green fluorescent lamps and shall be capable of lighting the entire width of the step. The light, which shall be visible between the steps and the step and comb segment, shall provide a reference point for entering or exiting the escalator.

8. A **handrail entry device** shall be provided at the handrail inlet in the newel. The escalator will come to a controlled stop should an object enter the handrail inlet area.

9. A **magnetic sensor** shall be provided to sound the alarm when the handrail deviates from the step speed by 15% or more. If the deviation lasts for more than 2-6 seconds, the escalator will come to a controlled stop.

## ATTACHMENT A



10. **Emergency stop buttons** shall be provided, designed so that the momentary pressure of either button shall cut off the electrical power supply to the motor and bring the escalator to rest.

A) One emergency stop button shall be located at each landing. Location shall be in the existing newel upper radius quadrant, 45 degrees above horizontal, in order to provide easy access. The stop button shall be red in color.

B) The button shall be housed under a clear, high impact resistant plastic cover, which shall be self-closing. Instructions for operating the stop button shall be imprinted on the cover in half-inch high letters. When the cover is lifted, an audible alarm shall sound until the cover is returned to its closed position.

11. **A pictorial sign** meeting the requirements of the ASME A17.1 Code shall be provided at both the upper and lower landings. The safety signs will be provided in English.

12. Each escalator shall be provided with **stop switches in the upper and lower pits**. When these switches are activated, the escalator will come to a controlled stop.

13. **Step level devices** shall be provided at the upper and lower ends of the escalator to detect downward displacement of the step prior to it reaching the comb plates. When these devices are activated, the escalator will come to a controlled stop.

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

## 2 Other Optional Features

### Basic Optional Features

- New escalator decking (solid balustrade escalators) – Yes
- Reuse existing decking (solid balustrade escalators) – No / N/A
- Common center decking – No
- Step sound deadening – No
- Newel extensions – No
- Reuse existing access frame – No
- Plastic demarcation step inserts – yellow
- Step chain covers – No
- Pendant station – No
- Drip pan modifications required – Yes

### Optional Controller / Electrical / Environmental Features

- Power control type – Soft start
- Electrical Protection Class – NEMA 1
- Sleep mode with inverter – No
- Traffic lights – No
- Comb lights – Yes
- Skirt spot lighting – No
- Under handrail lighting – No
- Diagnostic display – No
- Controller cooling fan – Yes
- Controller heater – No
- Comb plate heater – No
- Truss heater – No

## ATTACHMENT A



### Optional Safety Devices

- Deck guards – Yes
- Apex/head guards – No
- Anti-slide knobs – No
- Step band lock – Yes
- Access cover safety switch – Yes

### Special Features Included

- Other
- Other
- Other
- Other

### Pre-Assembled Escalator Modules

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

## 3 Maintenance Service

The escalator modernization contractor shall provide a quality maintenance service consisting of examination, adjustments, and lubrication of the escalator equipment for a period of 12 months after the escalator has been turned over for customer use. This service shall not be subcontracted but shall be performed by the escalator modernization contractor. All work shall be performed by qualified employees during regular working hours of regular working days and shall include regular time call backs.

This service shall not include adjustments, repairs, or replacement of parts due to negligence, misuse, abuse, vandalism or circumstances caused by persons other than the escalator modernization contractor. Only genuine parts and supplies as used in the manufacture and installation of the original equipment shall be used.

## 4 Delivery, Storage and Handling

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

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

## ATTACHMENT A



## 5 Escalator Preparatory Work

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

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

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

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

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

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

**PHONE LINE:** A dedicated phone line must be installed at the upper end pit area at the escalator controller. One phone line is required for side by side units (maximum of four units) with common upper ends.

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

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

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

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

## ATTACHMENT A



## 6 Modernization Preparatory Work

### **Barricades**

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

### **Special Precautions**

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

### **Reports To Purchaser**

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

## ATTACHMENT A



## 7 Project Clarifications

### Technical Clarifications:

1. Please reference the attached proposal specifications which define the technical scope of work for this proposal.
2. Price is based on performing the work on both escalators at the same time. Due to the existing rise and sectioning off the two escalators while keeping one unit running while the work is being performed on the non-running unit. The up or down travel with the existing escalator remain running in the same direction until the unit is taken out of service for the modernization work. An additional dollar amount will be provided to perform the work one escalator at a time.

### Job Schedule / Sequencing / Coordination:

3. This proposal is inclusive of an equitable adjustment in price in accordance with the known impact of recent U.S. tariffs in effect at the time of this proposal. After the date of this proposal, and KONE's price or time to perform the work, KONE shall be entitled to an equitable adjustment in contract price and a time extension to complete its work commensurate with the impact.
4. All pricing assumes arriving at mutually agreeable contract terms between your form and KONE, including the reference to this proposal in any subcontract agreement.
5. Labor costs in this proposal have been based upon an approximate installation start date and completion in year 2023, and no more than 1 unit being installed. Final pricing is subject to change based upon actual start date of the project. Schedule requirements which require additional manpower will require price modifications.
6. It is assumed that all work will be performed weekdays between the hours of 6:00 AM and 2:30 PM. NO OVERTIME has been included in this proposal unless stated otherwise.
7. If KONE Inc. is require to pull off the work site for any reason beyond our ability to control, a remobilization fee of \$2,500.00 will be charged for each occurrence.
8. The pricing proposal is based upon KONE being awarded no less than a 5 year maintenance contract for the equipment including in this proposal.
9. KONE anticipates being provided with free parking for our installation crews during the duration of the modernization work.
10. KONE anticipates the means to locate a suitable sized storage area and disposal dumpster within close proximity to our work area.

## ATTACHMENT A



## 1 KONE EcoMod Solution Specification

<b>Units in bid</b>	2
<b>Units in group</b>	2
<b>Unit names</b>	Escalator 3 and 4

### Equipment outline

<b>Make</b>	Montgomery
<b>Model</b>	E-5000
<b>Rise</b>	12' 0" / 8.5 m
<b>Step width</b>	40"
<b>Existing voltage</b>	480VAC
<b>Balustrade type</b>	Glass
<b>Speed</b>	100FPM (0.5m/s)

### Offered Components

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

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  - c. Removal of selected truss cross members.
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  - a. Removal of top and return track
  - b. Removal of handrail return brackets.
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3. Clean down of the existing truss removing all remnants of oil, grease, lint, dirt and debris from the unit.
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#### Upper, Lower, and Incline Modules

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

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

## ATTACHMENT A

A) Drive machine

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

B) Motor

The escalator(s) shall be equipped with a motor designed for escalator service. The motor shall be of TEFC design, ball bearing type, integrally and horizontally mounted to the drive machine. The motor shall be flange mounted to the main drive gear case and torsionally connected to the gearbox. Driving motor and motor switchgear shall be designed to provide a smooth start, which shall prevent undue strain on drive components. The motor shall be of sufficient size to operate the escalator at a minimum of code-rated load, ascending without exceeding the rated horsepower.

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

C) Permanent magnet ceramic brake

A load compensating brake system shall be installed. The brake shall be capable of automatically stopping the escalator quickly but gradually, and shall hold the escalator stationary under full load whenever the power is interrupted. The brake shall be "fail safe" and electrically released. The system shall continually adjust brake torque to maintain a relatively constant deceleration independent of the load. The brake shall not cause the escalator to come to an abrupt stop. It shall be designed to meet ASME A17.1-2000 Code deceleration requirements without adjustment.

D) Upper reversing station

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

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

A) Lower reversing station

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

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

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## Step Bands

**1. A step guidance system** shall be provided to control the movement of the steps both horizontally and vertically. Each step shall be provided with horizontal guide pads, which shall guide the steps throughout their travel, in combination with a continuous guide profile installed in the area of the escalators open to passengers. A17.1-2000 Code Step/Skirt Performance Index requirements shall be met without the need for skirt deflector brushes.

**2. Step chain:** The step band shall consist of consecutively running steps powered and spaced with a chain designed for long life and quiet operation. The step chain shall properly mesh with the main drive sprockets and lower reversing station castings. The chain shall be an engineering class roller chain, manufactured to close tolerances, from high quality material with heat-treated bushings, pins, and link plates.

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

**3. The steps** shall be formed from one-piece die cast aluminum with closely spaced tread and riser cleats. Step rollers shall rotate on sealed ball bearings. The step shall be connected to the chain by a pin and bushing. Vertical curved step risers shall be furnished with vertical cleats arranged to pass between the cleats of the tread on the adjacent step to form an inter-meshing unit with minimum clearances. Step color shall be black painted aluminum.

A) The number of level steps at each end of the escalator shall be 2 upper/2 lower.

B) Step demarcation inserts shall be provided on the sides and rear of each step. The inserts shall be fabricated from reinforced structural plastic, shall be easily replaced and shall be approximately 1.5 inches (38mm) wide at the sides and approximately 1.5 inches (38 mm) wide at the rear. Inserts shall be attached to the step without the use of visible fasteners. The color of the demarcation inserts shall be yellow.

**4. New tracks** shall be designed and fabricated to support and retain the steps and running gear at the rated load and at the highest speed specified. Tracks shall be assembled and secured together for easy removal and replacement of sections. The system shall be adjustable, with no welding of the track sections at the joints. Tracks shall be properly supported on stanchions to provide correct alignment and smooth transition to return stations. The rolling surface of the incline track shall be a minimum thickness of 3 mm. The transition track shall be a minimum thickness of 10mm. The guiding surface of the wheels shall be galvanized steel profiles with smooth and even running surfaces. Joints shall be cut diagonally to the running direction. A second, continuous step guiding profile shall be provided above the step chain rollers.

## Comb plates and Access Covers

1. Adjustable comb plates shall be located at the top and bottom landings. The comb plates shall support injection molded, reinforced structural plastic comb segments which shall be designed to be removable and to mesh with the cleats on the step treads. The skid resistant comb plates shall be designed to sense both horizontal and vertical movement of the comb segments. Comb segments shall be yellow plastic.

2. Lightweight aluminum access covers shall be provided. The design of these skid resistant access covers shall allow for ease of maintenance. These covers shall be provided at both upper and lower landings, and match the pattern of the new comb plates.

## ATTACHMENT A



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

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

**1. The escalator decks** shall be constructed such that there shall be an inner deck and an outer deck. The inner and outer decks shall be fabricated from heavy gauge metal. Deck panels shall be installed without overlapping joints or requiring trim pieces to cover where two deck panels meet. Both inner and outer decks shall be finished in stainless steel #4 satin finish 14 gauge material.

**A) Both the upper and lower newel ends** shall be designed to allow the return of the handrail without undue stress. The newel ends shall support the handrail around the newel through the use of a multi-roller bearing system to minimize drag and maximize handrail life.

Escalator units in this specification are required to have deck guards per ASME Code. The guards can either be provided by the escalator modernization contractor or the owner. The deck guards are required at the upper and lower end.

**2. Glass balustrades** shall be provided between the escalator decks and the handrails. The balustrades shall be constructed of ½ inch tempered glass and shall be installed without mullions between the panels.

**3. Front plates** shall be provided at upper and lower ends designed to include the handrail inlet device and key actuated direction-starting switch. The handrail inlet device shall be a four-piece door/gate assembly. The front plate material shall be stainless steel.

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

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

**5. Interior trim** pieces shall be aluminum and designed to connect the skirts and inner panels together.

### Handrails

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

### Controls and Wiring

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

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

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

### Safety Devices

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

2. A **broken step chain device**, a part of the lower reversing station assembly, shall be provided for each chain. When these devices are activated, the escalator will come to a controlled stop.

3. A **step up-thrust device** shall be located on each side of the lower curve track on the lower end of each escalator. The escalator will come to a controlled stop should a step be displaced against the up thrust track.

4. A **comb-step impact device** shall be provided at the upper and lower comb plates. The escalator will come to a controlled stop should an impact occur between the comb segments and steps.

5. **Skirt obstruction devices** shall be provided, at both upper and lower ends, within the skirt panels. The escalator will come to a controlled stop should an obstruction occur between the step and skirt panel. Switches shall be of the plunger, self-resetting type, adjustable to maintain the required position and clearance from the skirts.

6. **Missing step devices** shall be provided. The missing step devices are designed to detect a missing step or steps at the upper and lower ends of the escalator. When these devices are activated, the escalator will come to a controlled stop.

7. **Step demarcation lights** shall be furnished at the top and bottom of each escalator. They shall consist of a light fixture installed just below the track system where the step leaves or enters the comb plate. This fixture shall be furnished with two independent green fluorescent lamps and shall be capable of lighting the entire width of the step. The light, which shall be visible between the steps and the step and comb segment, shall provide a reference point for entering or exiting the escalator.

8. A **handrail entry device** shall be provided at the handrail inlet in the newel. The escalator will come to a controlled stop should an object enter the handrail inlet area.

9. A **magnetic sensor** shall be provided to sound the alarm when the handrail deviates from the step speed by 15% or more. If the deviation lasts for more than 2-6 seconds, the escalator will come to a controlled stop.

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10. **Emergency stop buttons** shall be provided, designed so that the momentary pressure of either button shall cut off the electrical power supply to the motor and bring the escalator to rest.

A) One emergency stop button shall be located at each landing. Location shall be in the existing newel upper radius quadrant, 45 degrees above horizontal, in order to provide easy access. The stop button shall be red in color.

B) The button shall be housed under a clear, high impact resistant plastic cover, which shall be self-closing. Instructions for operating the stop button shall be imprinted on the cover in half-inch high letters. When the cover is lifted, an audible alarm shall sound until the cover is returned to its closed position.

11. **A pictorial sign** meeting the requirements of the ASME A17.1 Code shall be provided at both the upper and lower landings. The safety signs will be provided in English.

12. Each escalator shall be provided with **stop switches in the upper and lower pits**. When these switches are activated, the escalator will come to a controlled stop.

13. **Step level devices** shall be provided at the upper and lower ends of the escalator to detect downward displacement of the step prior to it reaching the comb plates. When these devices are activated, the escalator will come to a controlled stop.

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

## 2 Other Optional Features

### Basic Optional Features

- New escalator decking (solid balustrade escalators) – Yes
- Reuse existing decking (solid balustrade escalators) – No / N/A
- Common center decking – No
- Step sound deadening – No
- Newel extensions – No
- Reuse existing access frame – No
- Plastic demarcation step inserts – yellow
- Step chain covers – No
- Pendant station – No
- Drip pan modifications required – Yes

### Optional Controller / Electrical / Environmental Features

- Power control type – Soft start
- Electrical Protection Class – NEMA 1
- Sleep mode with inverter – No
- Traffic lights – No
- Comb lights – Yes
- Skirt spot lighting – No
- Under handrail lighting – No
- Diagnostic display – No
- Controller cooling fan – Yes
- Controller heater – No
- Comb plate heater – No
- Truss heater – No

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### Optional Safety Devices

- Deck guards – Yes
- Apex/head guards – No
- Anti-slide knobs – No
- Step band lock – Yes
- Access cover safety switch – Yes

### Special Features Included

- Other
- Other
- Other
- Other

### Pre-Assembled Escalator Modules

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

## 3 Maintenance Service

The escalator modernization contractor shall provide a quality maintenance service consisting of examination, adjustments, and lubrication of the escalator equipment for a period of 12 months after the escalator has been turned over for customer use. This service shall not be subcontracted but shall be performed by the escalator modernization contractor. All work shall be performed by qualified employees during regular working hours of regular working days and shall include regular time call backs.

This service shall not include adjustments, repairs, or replacement of parts due to negligence, misuse, abuse, vandalism or circumstances caused by persons other than the escalator modernization contractor. Only genuine parts and supplies as used in the manufacture and installation of the original equipment shall be used.

## 4 Delivery, Storage and Handling

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

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

## ATTACHMENT A



## 5 Escalator Preparatory Work

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

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

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

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

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

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

**PHONE LINE:** A dedicated phone line must be installed at the upper end pit area at the escalator controller. One phone line is required for side by side units (maximum of four units) with common upper ends.

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

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

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

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

## ATTACHMENT A



## 6 Modernization Preparatory Work

### Barricades

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

### Special Precautions

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

### Reports To Purchaser

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

## ATTACHMENT A



## 7 Project Clarifications

### Technical Clarifications:

1. Please reference the attached proposal specifications which define the technical scope of work for this proposal.

### Job Schedule / Sequencing / Coordination:

2. This proposal is inclusive of an equitable adjustment in price in accordance with the known impact of recent U.S. tariffs in effect at the time of this proposal. After the date of this proposal, and KONE's price or time to perform the work, KONE shall be entitled to an equitable adjustment in contract price and a time extension to complete its work commensurate with the impact.
3. All pricing assumes arriving at mutually agreeable contract terms between your firm and KONE, including the reference to this proposal in any subcontract agreement.
4. Labor costs in this proposal have been based upon an approximate installation start date and completion in year 2023, and no more than 1 unit being installed. Final pricing is subject to change based upon actual start date of the project. Schedule requirements which require additional manpower will require price modifications.
5. It is assumed that all work will be performed weekdays between the hours of 6:00 AM and 2:30 PM. NO OVERTIME has been included in this proposal unless stated otherwise.
6. If KONE Inc. is required to pull off the work site for any reason beyond our ability to control, a remobilization fee of \$2,500.00 will be charged for each occurrence.
7. The pricing proposal is based upon KONE being awarded no less than a 5 year maintenance contract for the equipment including in this proposal.
8. KONE anticipates being provided with free parking for our installation crews during the duration of the modernization work.
9. KONE anticipates the means to locate a suitable sized storage area and disposal dumpster within close proximity to our work area.

## ATTACHMENT A



## 1 KONE EcoMod Solution Specification

<b>Units in bid</b>	1
<b>Units in group</b>	1
<b>Unit names</b>	Escalator 5

### Equipment outline

<b>Make</b>	Montgomery
<b>Model</b>	E-5000
<b>Rise</b>	28' 0" / 8.5 m
<b>Step width</b>	40"
<b>Existing voltage</b>	480VAC
<b>Balustrade type</b>	Glass
<b>Speed</b>	100FPM (0.5m/s)

### Offered Components

#### Truss

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

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

#### Isolation Mounting

Existing isolation mounting shall be reused.

#### Upper, Lower, and Incline Modules

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

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

## ATTACHMENT A

A) Drive machine

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B) Motor

The escalator(s) shall be equipped with a motor designed for escalator service. The motor shall be of TEFC design, ball bearing type, integrally and horizontally mounted to the drive machine. The motor shall be flange mounted to the main drive gear case and torsionally connected to the gearbox. Driving motor and motor switchgear shall be designed to provide a smooth start, which shall prevent undue strain on drive components. The motor shall be of sufficient size to operate the escalator at a minimum of code-rated load, ascending without exceeding the rated horsepower.

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

C) Permanent magnet ceramic brake

A load compensating brake system shall be installed. The brake shall be capable of automatically stopping the escalator quickly but gradually, and shall hold the escalator stationary under full load whenever the power is interrupted. The brake shall be "fail safe" and electrically released. The system shall continually adjust brake torque to maintain a relatively constant deceleration independent of the load. The brake shall not cause the escalator to come to an abrupt stop. It shall be designed to meet ASME A17.1-2000 Code deceleration requirements without adjustment.

D) Upper reversing station

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

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

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## ATTACHMENT A



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### Safety Devices

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

2. A **broken step chain device**, a part of the lower reversing station assembly, shall be provided for each chain. When these devices are activated, the escalator will come to a controlled stop.

3. A **step up-thrust device** shall be located on each side of the lower curve track on the lower end of each escalator. The escalator will come to a controlled stop should a step be displaced against the up thrust track.

4. A **comb-step impact device** shall be provided at the upper and lower comb plates. The escalator will come to a controlled stop should an impact occur between the comb segments and steps.

5. **Skirt obstruction devices** shall be provided, at both upper and lower ends, within the skirt panels. The escalator will come to a controlled stop should an obstruction occur between the step and skirt panel. Switches shall be of the plunger, self-resetting type, adjustable to maintain the required position and clearance from the skirts.

6. **Missing step devices** shall be provided. The missing step devices are designed to detect a missing step or steps at the upper and lower ends of the escalator. When these devices are activated, the escalator will come to a controlled stop.

7. **Step demarcation lights** shall be furnished at the top and bottom of each escalator. They shall consist of a light fixture installed just below the track system where the step leaves or enters the comb plate. This fixture shall be furnished with two independent green fluorescent lamps and shall be capable of lighting the entire width of the step. The light, which shall be visible between the steps and the step and comb segment, shall provide a reference point for entering or exiting the escalator.

8. A **handrail entry device** shall be provided at the handrail inlet in the newel. The escalator will come to a controlled stop should an object enter the handrail inlet area.

9. A **magnetic sensor** shall be provided to sound the alarm when the handrail deviates from the step speed by 15% or more. If the deviation lasts for more than 2-6 seconds, the escalator will come to a controlled stop.

## ATTACHMENT A



10. **Emergency stop buttons** shall be provided, designed so that the momentary pressure of either button shall cut off the electrical power supply to the motor and bring the escalator to rest.

A) One emergency stop button shall be located at each landing. Location shall be in the existing newel upper radius quadrant, 45 degrees above horizontal, in order to provide easy access. The stop button shall be red in color.

B) The button shall be housed under a clear, high impact resistant plastic cover, which shall be self-closing. Instructions for operating the stop button shall be imprinted on the cover in half-inch high letters. When the cover is lifted, an audible alarm shall sound until the cover is returned to its closed position.

11. **A pictorial sign** meeting the requirements of the ASME A17.1 Code shall be provided at both the upper and lower landings. The safety signs will be provided in English.

12. Each escalator shall be provided with **stop switches in the upper and lower pits**. When these switches are activated, the escalator will come to a controlled stop.

13. **Step level devices** shall be provided at the upper and lower ends of the escalator to detect downward displacement of the step prior to it reaching the comb plates. When these devices are activated, the escalator will come to a controlled stop.

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

## 2 Other Optional Features

### Basic Optional Features

- New escalator decking (solid balustrade escalators) – Yes
- Reuse existing decking (solid balustrade escalators) – No / N/A
- Common center decking – No
- Step sound deadening – No
- Newel extensions – No
- Reuse existing access frame – No
- Plastic demarcation step inserts – yellow
- Step chain covers – No
- Pendant station – No
- Drip pan modifications required – Yes

### Optional Controller / Electrical / Environmental Features

- Power control type – Soft start
- Electrical Protection Class – NEMA 1
- Sleep mode with inverter – No
- Traffic lights – No
- Comb lights – Yes
- Skirt spot lighting – No
- Under handrail lighting – No
- Diagnostic display – No
- Controller cooling fan – Yes
- Controller heater – No
- Comb plate heater – No
- Truss heater – No

## ATTACHMENT A



### Optional Safety Devices

- Deck guards – Yes
- Apex/head guards – No
- Anti-slide knobs – No
- Step band lock – Yes
- Access cover safety switch – Yes

### Special Features Included

- Other
- Other
- Other
- Other

### Pre-Assembled Escalator Modules

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

## 3 Maintenance Service

The escalator modernization contractor shall provide a quality maintenance service consisting of examination, adjustments, and lubrication of the escalator equipment for a period of 12 months after the escalator has been turned over for customer use. This service shall not be subcontracted but shall be performed by the escalator modernization contractor. All work shall be performed by qualified employees during regular working hours of regular working days and shall include regular time call backs.

This service shall not include adjustments, repairs, or replacement of parts due to negligence, misuse, abuse, vandalism or circumstances caused by persons other than the escalator modernization contractor. Only genuine parts and supplies as used in the manufacture and installation of the original equipment shall be used

## 4 Delivery, Storage and Handling

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

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

## ATTACHMENT A



## 5 Escalator Preparatory Work

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

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

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

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

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

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

**PHONE LINE:** A dedicated phone line must be installed at the upper end pit area at the escalator controller. One phone line is required for side by side units (maximum of four units) with common upper ends.

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

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

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

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

## ATTACHMENT A



## 6 Modernization Preparatory Work

### Barricades

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

### Special Precautions

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

### Reports To Purchaser

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

## ATTACHMENT A



## 7 Project Clarifications

### **Technical Clarifications:**

1. Please reference the attached proposal specifications which define the technical scope of work for this proposal.

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

2. This proposal is inclusive of an equitable adjustment in price in accordance with the known impact of recent U.S. tariffs in effect at the time of this proposal. After the date of this proposal, and KONE's price or time to perform the work, KONE shall be entitled to an equitable adjustment in contract price and a time extension to complete its work commensurate with the impact.
3. All pricing assumes arriving at mutually agreeable contract terms between your form and KONE, including the reference to this proposal in any subcontract agreement.
4. Labor costs in this proposal have been based upon an approximate installation start date and completion in year 2023, and no more than 1 unit being installed. Final pricing is subject to change based upon actual start date of the project. Schedule requirements which require additional manpower will require price modifications.
5. It is assumed that all work will be performed weekdays between the hours of 6:00 AM and 2:30 PM. NO OVERTIME has been included in this proposal unless stated otherwise.
6. If KONE Inc. is require to pull off the work site for any reason beyond our ability to control, a remobilization fee of \$2,500.00 will be charged for each occurrence.
7. The pricing proposal is based upon KONE being awarded no less than a 5 year maintenance contract for the equipment including in this proposal.
8. KONE anticipates being provided with free parking for our installation crews during the duration of the modernization work.
9. KONE anticipates the means to locate a suitable sized storage area and disposal dumpster within close proximity to our work area.

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

**Original Filing**       **Amendment:** Date of Signed Original 10/09/2023 Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)	
F-1159/40001	HARBOR	
Bidder Name		
KONE, Inc.		
Address		
1540 Scenic Avenue, Suite 100, Costa Mesa, CA 92626		
Email Address	Phone Number	
don.sterling@kone.com	(714) 699-6030	

## Certification


I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete

Don Sterling        
 Name      Signature

Modernization Sales Consultant      10/09/2023  
 Title      Date

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

**Original Filing**       **Amendment:** Date of Signed Original 10/09/2023 Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP): F-1159/40001 Date Bid Submitted: 10/09/2023

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
KONE ECOMOD ESCALATOR MODERNIZATION

Awarding Authority (Department awarding the contract): HARBOR

Bidder Name: KONE, Inc

Bidder Address: 1540 Scenic Avenue, Suite 100, Costa Mesa, CA 92626

Bidder Email Address: don.sterling@kone.com Bidder Phone Number: (714) 699-6030

## Schedule Summary


Please complete all three of the following:

- |   |  |   |
|---|--|---|
| <p><b>1. SCHEDULE A – Bidder's Principals</b> <i>(check one)</i><br/>The bidder has one or more <b>PRINCIPALS</b>, as defined in LAMC § 49 7.35(A)(6).<br/>At least one principal is required for entities. <i>(If you check "Yes", Schedule A is required)</i></p> | <p>Yes<br/><input checked="" type="checkbox"/></p> | <p>No<br/><input type="checkbox"/></p>            |
| <p><b>2. SCHEDULE B – Subcontractors and Their Principals</b> <i>(check one)</i><br/>The bidder has one or more <b>SUBCONTRACTORS</b> on this bid or proposal with subcontracts worth \$100,000 or more. <i>(If you check "Yes", Schedule B is required)</i></p>    | <p>Yes<br/><input type="checkbox"/></p>            | <p>No<br/><input checked="" type="checkbox"/></p> |
| <p><b>3. TOTAL NUMBER OF PAGES SUBMITTED</b> (including this cover page): <u>2</u></p>  |  |   |

## Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:  
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Don Sterling  
Name  
Modernization Sales Consultant  
Title

  
Signature  
10/09/2023  
Date

## Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Kenneth E. Schmid Title: President, CEO, Chairman of the Board  
Address: 4225 Naperville Road, Suite 400, Lisle, IL 60532

Name: Johannes Frande Title: Executive Vice President  
Address: KONE Corporation, Keilasatama 3 FIN-02150 Esoco Finland

Name: Anthony Beckley Title: Senior Vice President Finance  
Address: 4225 Naperville Road, Suite 400, Lisle, IL 60532

Name: Jeffrey S. Blum Title: Senior Vice President West Region  
Address: 1540 Scenic Avenue, Suite 100, Costa Mesa, CA 92626

Name: Nicole Manzo Title: Senior Vice President Human Resources  
Address: 4225 Naperville Road, Suite 400, Lisle, ILL 60532

Name: Divya R. Mehta Title: Senior Vice President, Gen. Legal Counsel  
Address: 4225 Naperville Road, Suite 400, Lisle, Ill 60532

Name: Dennis Viewig Title: Senior Vice President Modernization  
Address: 4225 Naperville Road, Suite 400, Lisle, IL 60532

Name: Corey Ward Title: Senior Vice President Enviromental Health & Safety  
Address: 4225 Naperville Road, Suite 400, Lisle, Il 60532

Name: Rangarajan Krishnamurthy Title: Treasurer  
Address: 4225 Naperville Road, Suite 400, Lisle, IL 60532

Check this box if additional Schedule A pages are attached.

# **IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.


The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **ONE** of the options shown below.

## **OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i> KONE, Inc.		<i>City of LA Business Tax ID # (or n/a)</i> 0000578473
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> Don Sterling, Modernization Sales Consultant		
<i>Date Signed</i>	<i>CITY EMPLOYEE USE ONLY: (Signature)</i>	<i>(Print Name)</i>

## **OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (printed)</i>		<i>City of LA Business Tax ID # (or n/a)</i> 0000578473
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Signed</i>	<i>CITY EMPLOYEE USE ONLY: (Signature)</i>	<i>(Print Name)</i>

BUYER

PURCHASING USE ONLY

**LOS ANGELES HARBOR DEPARTMENT  
PURCHASE  
REQUISITION**

DATE 11/3/22
REQUISITION NO. E-230289

SUGGESTED VENDOR(S) <b>KONE (2506)</b> 1540 SCENIC AVE, STE 100 COSTA MESA, CA 92626	LAST P.O. NO.	COMMENTS/ NOTES:
SHIP TO: C&M Division, 2 <sup>nd</sup> Fl.		

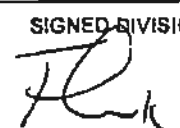
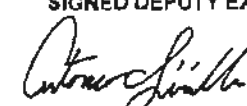
LINE NO.	QUANTITY	UNIT	ACCOUNT	CENTER NO.	PROGRAM	JOB/FACILITY	WORK ORDER NO.	
			55010/54010	1007/1207	000	0628000	2571700, 2569100, 2572100	
ITEM NAME, FULL DESCRIPTION, MAKE, MODEL, AND CATALOG NUMBER								
	1	LOT	LABOR				\$541,008.20	
	1	LOT	MATERIAL				\$593,767.12	
	1	LOT	WARRANTY & ALTERNATE				\$35,378.00	
	1	LOT	LABOR				\$234,863.14	
	1	LOT	MATERIAL				\$192,673.08	
	1	LOT	WARRANTY & ALTERNATE				\$12,489.00	
	1	LOT	LABOR				\$505,367.24	
	1	LOT	MATERIAL				\$466,146.16	
	1	LOT	WARRANTY & ALTERNATE				\$26,178.00	
			ESTIMATED TOTAL					\$2,607,869.94

Risk Management insurance assessment required?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is this purchase funded in part or whole by grant fund?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

DATE NEEDED BY: ASAP	ESTIMATED TOTAL: \$2,607,869.94
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FOR FURTHER INFORMATION CALL: Phil Hazelett x 3346

If this request is over \$100,000 approval by  
Division Head **and**  
Deputy Executive Director is required.

SIGNED DIVISION HEAD 	SIGNED DEPUTY EXECUTIVE DIRECTOR 	REQUISITION NO. E-230289
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