



UNIVERSITY OF CALIFORNIA

Amendment to Agreement

This Amendment #2 to Agreement # 2019.001564 ("Agreement") is entered into between The Regents of the University of California (UC) and Supplier.

AMENDMENT TO AGREEMENT

The Agreement is hereby amended as follows:

1. **Purchasing Agreement - Section 2, sub-section (a) Term of the SOW** is hereby amended as follows:

This renewal term of this agreement will begin on September 1, 2024 ("Effective Date") and continue through August 31, 2029.

Exhibit B – UC Pricing Schedule is hereby amended with the addition of the attached **2025-29 UC-Kone National Contract Price File** (see enclosed Excel Spreadsheet).

2. **Exhibit C – Scope of Services** is hereby amended as follows:

Scope of Services – Kone shall endeavor to work closely with University of California (UC) Systemwide Procurement Staff to strongly encourage the use of this elevator maintenance, modernization, and consulting services agreement by all UC purchasers throughout the UC campus system. Kone shall provide regular periodic reporting to UC Systemwide Procurement staff on UC campus agreement utilization (at least 2x a year) and work to ensure that this agreement is utilized to the greatest extent possible by all current and future UC purchasers.

Vertical Transportation Services - The University of California (UC) is adding additional Vertical Transportation Services to the existing Kone base scope of work for all participating public agencies (via ONMIA) to utilize. These new services expand the complete line of elevator and escalator services to include new construction and modernization without scope of work limitations. All Services proposed shall include, but are not limited to, repairs, replacement (or alteration), modernization solutions, new construction, and maintenance service of elevator(s), escalator(s), or related equipment (see attached Vertical Transportation Services Descriptions).

This new Vertical Transportation Services contracted spend shall be included by Kone in all subsequent spend reports to UC and OMNIA as appropriate going forward.


All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

This Amendment is signed by the parties' duly authorized representatives and shall be effective as of September 1, 2024.

Signature Page Follows

KONE INC.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By:	<u>Michael Lynch</u> <small>Michael Lynch (Jun 18, 2024 06:32 PDT)</small>	<u></u> <small>Adrian Ferreira (Jun 18, 2024 09:06 PDT)</small>
Name:	Michael Lynch	Adrian Ferreira
Title:	Key Account Manager	Director - Facilities and Capital Programs
Date:	Jun 18, 2024	Jun 18, 2024



Dedicated to People Flow™



SAMPLE
FOR ILLUSTRATIVE PURPOSES
ONLY

Proposal for

Project Name

ACCOUNT NAME
Attention: Customer Name

KONE People Flow Solution Proposal
Date

**Account Name**

Attention: Customer Name Address

KONE People Flow Solutions Proposal

Project Name

Date



Tender #

Prepared by: Salesperson, Title
Phone number
first.last@kone.com

1. Proposal

Pricing summary

The KONE solution includes design, manufacturing, supply and installation of the following:

					 Elevator
Equipment name	Solution	Capacity/Speed	Landings/Entrances		Price
Group 1					
 Elevator 1	1 x KONE MonoSpace 500 3500 lbs / 350 fpm DX		Landings: 12 Entrances: 12 front / 0 rear		\$ XXX,XXX.00
Total Sales Price, net including TAX					\$ XXX,XXX.XX

Additional options

The following options may be added to our proposal if desired.

Validity of proposal

Our proposal is based on the architectural drawings dated XXX and specification (Division 14) dated XXX and meets the general intent of the project. Pricing is based on the contents specified in this Proposal and the appendices and Bid Attachments, which are incorporated into this Proposal (the "Proposal"). Contract terms shall be in accordance with Bid Attachment "A" / KONE Inc. General Terms and Conditions and Bid Attachment "B" / Site Safety Requirements / Work by Others, which are incorporated by reference. The pricing included in this Proposal is submitted with the understanding that all documents referenced and incorporated will be signed without modification. In the event of conflicts or inconsistencies between this Proposal and any other contract document, this Proposal shall supersede and prevail. This Proposal is valid for 30 days.

2. Your Solution

Elevator Technical Specification

	Group 1
	Elevator 1
KONE Solution	
Machinery location	
Capacity (lb)	
Speed (fpm)	
Travel height (ft)	
Stops	
Front entrances	
Rear entrances	
Control system	
Regulations	
Shaft size (W x D) (ft)	
Pit depth (ft)	
Clear Height under Ceiling (ft)	
Power supply, machinery (V / Hz)	
Car size (WxDxH) (in)	
Door opening dimensions (WxH) (ft)	
Controller location	

Design Group 1 – Elevator 1



Rear and Side walls

Front and Side walls

Do you want to see the design in 3D view?
Click below

→ KONE CAR DESIGNER



Copy- paste the below url to the web browser if the button failed:
<https://cardesigner.kone.us/#/doc/3575ff8e-0fd4-4537-a193-5d8147cdf4ba>
Disclaimer text placeholder

Materials and design

Please note that all images are for illustration purposes only. Some differences to actual product delivered may exist.

Elevator 1

- Car walls
- Front wall
- Ceiling
- Flooring by others

- Handrail
- Skirting
- Car Fan
- Protection pads

- Door type
- Door material

Sill material

Number of car operating panels (COP)

COP details

Jamb mounted destination indicator

Signalization Series

Additional Options

Hall/Lobby panel included

Locking of car calls switch type

Hazard Avoidance

Emergency battery drive

Operation of car ventilation

Regenerative drive

Landing	Floor Marking	Landing Sill Material	Finish	Entrance Frame type	Hall Lantern / Position Indicator
12 Front	11	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
11 Front	10	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
10 Front	9	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
9 Front	8	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
8 Front	7	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
7 Front	6	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
6 Front	5	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
5 Front	4	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
4 Front	3	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
3 Front	2	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
2 Front	*1	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Lantern / Position Indicator
1 Front	B	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern

3. Project-Specific Clarifications

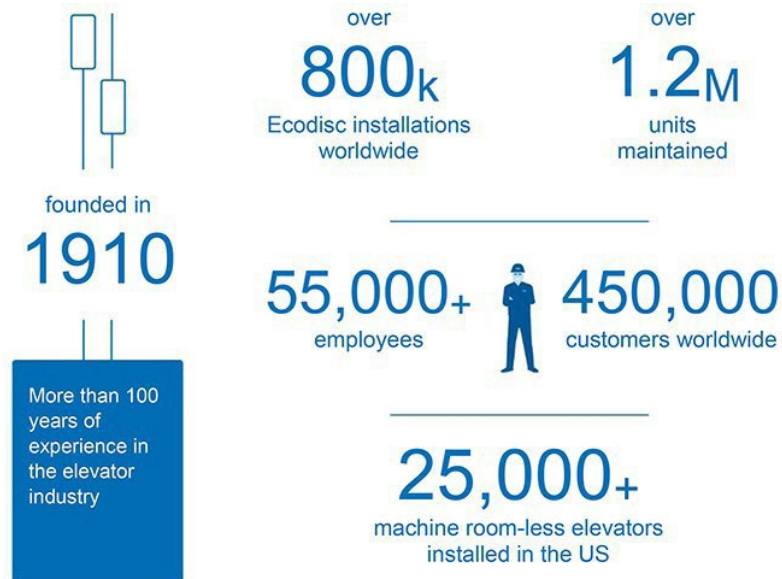
- Project-specific clarifications

4. Why KONE?

KONE in brief

KONE is a global leader in the elevator and escalator industry. Our versatile product portfolio features a wide range of innovative products including elevators, escalators, and autowalks.

You are supported by our broad district and branch network across North America.



Product offer

KONE MonoSpace DX®

A flexible machine room-less traction elevator solution for low to mid-rise buildings.

- Excellent eco-efficiency – hoisting technology, lighting, and standby solutions for energy efficient operation.
- Superb ride comfort – smooth and quiet operation in compliance with our strict ride-comfort standards.
- Versatile design - a broad set of attractive materials and accessories to create the perfect interior for your elevator.



KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind

KONE elevators can be equipped with KONE 24/7 Connected Services. This solution allows our teams to predict issues and act before a shutdown occurs. For our customer and building tenants, it means improved reporting and communication on maintenance work with full transparency and ease of mind.



Re kone.us/connected

5. Ensuring Project Success

Project Schedule Overview

This Proposal is conditioned upon KONE's standard installation methodology and all work performed during normal business hours, excluding IUEC (International Union of Elevator Constructors) holidays. The following schedule is proposed:



Preparation of Submittals	X weeks	From receipt of contract and first payment.
Contract Review	X weeks	From receipt of full contract package. All referenced documents required.
Approval of Submittals	TBD	Mutually agreeable time to incorporate changes to the layout and approve the submittals. Approval of Submittals means notification in writing, by the Customer or Customer's Agent, that all submittals are approved, and manufacturing may commence. All finishes and features are to be confirmed at the time of submittal approval.
Manufacturing and Delivery	XX weeks	From receipt of submittal approval and an executed contract. KONE's policy is to release equipment to Manufacturing after the contract is fully executed by both parties. Note: KONE's factory has two-week shutdown over the months of July and December. Any manufacturing duration that falls during these months shall add two weeks to the manufacturing time. Delivery times may be extended due to delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, availability of personnel, logistics providers, and supply chains.
Notice to commence on site and site check	X weeks	Prior to starting the installation, KONE requires a two-week notice to inspect the site to ensure it fulfils the requirements set by KONE for commencing installation. Site Check will be performed in the two weeks before installation begins.
Installation	XX weeks	Only after the site has passed the Site Check inspection, the installation can start. Duration is per unit. If multiple units need to be installed at the same time, a Foreman will be required at additional cost - based on availability.
Testing and Commissioning	XX weeks	Clean 3-phase power, active phone line to the controller, and all life safety provided by others is required prior to testing / commissioning.

Site Preparation

KONE requires the following conditions fulfilled two weeks prior to commencement on site. Please see Bid Attachment “B” / Site Safety Requirements / Work by Others for more detailed site requirements. These conditions will be verified during the site readiness visit.

- 1 Adequate access for delivery of elevator material + clean/dry 21' x 56' storage space per elevator.
- 2 The hoistway, pit, and machine room must be clean, dry, and constructed per the approved KONE final layout drawings. Any required support for guide rail brackets, divider beams and divider screens from pit floor to the top of the hoistway will be provided by others. Note: bracket support points may be required between floors. The hoistway must be plumb according to tolerances listed on KONE Final approved layout drawings.
- 3 Removable, OSHA approved barricades must be provided around all hoistway openings. Provide and install full entrance protection, made of nylon mesh or reinforced plastic at all hoistway openings per OSHA 1346 1926.502(j). Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.
- 4 Permanent or temporary three-phase and single-phase power of permanent characteristics with disconnect switches.
- 5 A hoist beam and safety beam (furnished by KONE) must be cut to size and installed in the elevator overhead per the approved KONE final layout drawings (hoistbeam capable of supporting the load requirement noted in our shop drawings).
- 6 Applicable work areas must have adequate lighting.
- 7 Finished floor marks must be visible from the hoistway openings at all landings.

Warranty / maintenance

Our Proposal includes 12 months of KONE standard maintenance with KONE 24/7 Connected Services, including regular time callback service.

Under no circumstances shall indicators or predictions from KONE 24/7 Connected Services be cause for immediate services. They shall be addressed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE. The remote monitoring devices are provided to the Customer as part of the Services. Customer gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment. Customer has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.

The Product Warranty is specified in Bid Attachment A. Installation by KONE of any parts covered under the Product Warranty on parts will only occur while KONE maintains an active maintenance contract. The Product Warranty and Warranty Maintenance commences on the date of acceptance set forth in the Uniform Final Acceptance Form. For long-term reliability, a continuing maintenance agreement is necessary. This Proposal is conditioned upon KONE receiving a ten (10) year KONE Extended Warranty maintenance contract from ownership prior to the date of acceptance set forth in the Uniform Final Acceptance Form.



Price Adjustment

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs between the time the Contract is signed and the date of manufacture for materials, labor, or shipping, as well as increased costs resulting from any change in law or tariffs.

Payment terms

Proposal price is valid with the following payment terms (Payment due date is 30 days net, from the date of KONE's invoices):

30%	Engineering & Site Management
50%	Material
20%	Installation

KONE reserves the right to delay and/or suspend the work, including manufacturing, delivery, installation and/or final turnover of the equipment for non-payment. Prior to equipment turnover, KONE must be paid in full including all change orders, less retention. Additionally, prior to turnover KONE requires a signed Final Acceptance and receipt of a Final Punchlist from all parties. Should you have a requirement other than that shown above; we will be pleased to discuss it with you.

Sourcing

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

Confidentiality

Any pictures or images included in this Proposal are for information purposes only. This proposal and all attachments are intended for the exclusive use of the addressee-recipient. This proposal and attachments are proprietary, confidential, and protected by copyright laws of the United States of America and international treaties. Reproducing, copying, disclosing, adapting, publishing, or distributing this proposal or the attachments, in whole or part, is prohibited. Copyright © 2020 KONE Inc. All rights reserved.

Completion

The price is based on KONE completing its work by December 31, 20**, and a material manufacturing start, no later than six months from the date of this Proposal. The standard wage rate is assumed. If KONE's on-site work is not completed in the above calendar year (due to delays by others), you will be responsible for the labor rate increase that occurs on January 1st of each following year.

Storage/delivery/remobilization

This Proposal is based on the site being handed over to KONE in accordance with KONE Site Safety Requirements, per Bid Attachment "B," on the agreed dates. Any changes to such dates are considered a change to the schedule and KONE shall be entitled to an extension of time and to recover all costs related to such changes and an extension of time. If the Site Requirements are not complete, KONE will not deliver the unit equipment to the job site. If KONE is unable to unload at the jobsite on the scheduled date and commence installation immediately, additional costs for off-site storage (\$X,XXX / month per unit) and labor for double handling of the materials (\$X,000) shall be paid to KONE via a Change Order. Should KONE be required to demobilize, through no fault of its own, due to any suspension or work stoppage, and after material is delivered to the jobsite a charge of \$X,000 per crew shall be paid to KONE via a Change Order for each remobilization. Customer shall also store and protect the materials and equipment onsite or at a storage facility reasonably acceptable to KONE at Customer's sole risk and cost. If KONE is not able to commence installation on the agreed upon material delivery date or if KONE's work cannot be performed in an uninterrupted manner, labor may be reallocated to other projects and may not be available to reallocate to this project for several weeks. KONE is not responsible for any delay to the project resulting from labor reallocation because of Site Requirements not being complete by the material delivery date.



Operator time

No operator time is included in this proposal. If the General Contractor or another subcontractor requires access to the shaft or the use of the elevator platform for any reason prior to Final Acceptance, KONE will provide an operator per the standard hourly rate of \$XX0/hour for straight time or \$X00/hour for overtime. Availability of an operator will be determined at the time of the request. KONE's installation schedule shall be extended by the time needed by other trades for access to the shaft.

Temporary construction time use

This proposal does not include provisions for temporary use of the elevator(s). Should temporary use be required, a monthly fee (\$X,X00), costs of temporary inspections / re-inspections (\$X,X00), and a hoistway screening cost (if applicable) will apply per elevator. Any additional cost for screening the hoistway (if applicable) and readjusting / refurbishment will be paid by customer. The General Contractor will provide:

- Protection of the elevator(s)
- Protection of hoistway openings
- Electrical service
- Temporary car enclosure
- Operator
- Two-way voice communication boxes at each landing

The KONE Temporary Acceptance Form shall be executed before any elevator is placed into temporary service. Please note that KONE requires two weeks minimum to refurbish the elevator(s) to a "like new" state prior to final turnover.

Hoistway cleaning

KONE is unable to estimate the cleanliness of an elevator hoistway on a construction site, as the amount of debris/dust is dependent on work completed by other trades within the building. As such, KONE has not included any costs for clean down of the elevator shaft but can provide a price if conditions warrant.

Other trade work

No additional time or costs (outside of the equipment installation and inspection time) have been included in this proposal for coordination with the life safety system, security system, or any other trades. KONE shall be entitled to an extension of time and / or additional costs incurred by additional time expended for coordination with other trades.

Phone

This proposal includes one standard, hands-free ADA compliant speakerphone per cab. It will automatically dial to a determined location. A KONE Care – Emergency Phone Monitoring or Wireless Phone service agreement must be completed, (either accepting or denying KONE's monitoring service) two weeks prior to final inspection.

Inspections

This Proposal includes one final inspection by the elevator code authority, per elevator, during normal working hours. Prior to scheduling the elevator final inspection with the Authority Having Jurisdiction (AHJ), building life safety including fire alarm and dedicated phone lines for each elevator must be fully operational. If the final inspection fails due to KONE's sole responsibility, KONE shall pay for the cost of re-inspection(s). Should re-inspection be required due to deficiencies by others, you will be responsible for the cost of re-inspection(s). All other testing will be provided for additional cost at normal KONE billing rates. During the final testing, a representative of the fire-life-safety contractors will be required (at no cost to KONE) while testing the elevators. No overtime has been included in this Proposal.

Changes to the work

KONE shall not be required to proceed with any Customer requested change to its Work ("Extra Work") until such Extra Work is evidenced in a mutually acceptable Change Order and signed by both parties. This includes, but is not limited to, any changes or revisions, accelerations, resequencing, suspension of KONE's schedule of Work or other delays outside of KONE's control. However, should KONE agree to proceed with Extra Work pursuant to a Construction Change Directive or Field Order without a fully executed Change Order, such agreement by KONE is conditioned on the Extra Work being converted promptly to a fully executed Change Order. KONE shall not be obligated to continue performance of Extra Work if the estimated value of unexecuted Change Orders exceeds 10% of the Agreement Price, or if there is a reasonable safety concern, a product



limitation, or it is unreasonable to proceed. No action by KONE, including but not limited to KONE performing Extra Work without an executed Change Order, shall be construed to be a waiver of Subcontractor's right to seek payment for the Extra Work performed, or to obtain a Change Order at a later date. Customer shall remain directly liable to KONE for payment for changed or Extra Work ordered by the Customer for delays caused by Customer or others subordinated to Customer.

6. Proposal Acceptance

We have read in full and accept the content of this Proposal and all attachments. Project

Name: Project Name

Proposal No: Tender # Site

Address:

Total Sales Price: \$

Customer

ACCOUNT NAME

Date

Signature

Printed name

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

1. APPLICATION OF THESE TERMS

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

2. SPECIAL PURCHASING REQUIREMENTS

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

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within 30 days from the date of the Bid Letter unless stated otherwise. Prior to commencing manufacturing, KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE’s letter specifying the ship date (“Ship Date Letter”) signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS

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

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

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys’ fees.

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

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

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements (“Site Requirements”), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE’s materials, KONE shall verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation. If there are any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material. KONE shall not

participate in a composite clean-up crew or any costs thereto. KONE shall not attend jobsite meetings until mobilized onsite.

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

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

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

6. TEMPORARY USE

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

7. HAZARDOUS MATERIALS

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

8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE’s work, whether installed or stored on or off site, shall remain with KONE until final payment is made. Risk of loss in KONE’s work and Equipment passes to Customer upon delivery to the site or off-site storage.

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

9. TURNOVER

Prior to turnover, KONE must receive a final punch list. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manual on a flash drive. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

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

10. DELAY

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

11. LIMITED WARRANTY

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

12. INDEMNIFICATION

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

13. INTELLECTUAL PROPERTY

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

14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY

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

16. CONCEALED OR UNKNOWN CONDITIONS

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

17. BACKCHARGES

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

18. TERMINATION

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

19. GOVERNING LAW AND DISPUTE RESOLUTION

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

20. PRICE ADJUSTMENT

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs between the time the Contract is signed and the date of manufacture for materials, labor, or shipping, as well as increased costs resulting from any change in law or tariffs.

21. 24/7 EMERGENCY VIDEO COMMUNICATIONS

Applicable only for projects where KONE 24/7 Emergency Video Communications is included: The KONE 24/7 Emergency Video Communications contract addendum and General Terms and Conditions for KONE Digital Services must be signed by the Building Owner. This contract addendum requires the Building Owner to pay a fee for audio, video, and data connectivity. This payment obligation, among other provisions, survives termination of any maintenance agreement.

22. MISCELLANEOUS

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

Advanced People Flow (APF) Attachment to Bid “B” Work by Others

Purchaser to provide the following in accordance with code requirements

NOTE: All Work by Others is required to be completed two (2) weeks prior to the start of APF installation.

KONE Access Control (if provided)

1. General: provide IP addresses per KONE LAN schedule. IP addresses are required for, but not limited to, KONE Group Controllers (KGC), KONE Interface Controllers (KIC), LAN Destination Operating Panels (DOP), LAN Destination Guidance Displays (DGD), and LAN InfoScreen.
2. If KONE Access 500: provide two (2) dedicated 15 amp 120 VAC fused service with ground in the control space connected to designated ACS cabinet(s) per the ACS wiring diagrams. Must include the means to disconnect this service and lock-off in the “open” position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).
3. If KONE Access 500: if Mobile Device feature is provided, the customer provides the site-specific configuration cards and two valid mobile credentials for testing to KONE during installation. Consult with your sales rep or bid letter.

Turnstile Integration for KONE Destination (if provided)

4. Provide one (1) dedicated GFCI protected 20 amp 120 VAC (15 amp in Canada) duplex outlet for People Flow Servers per the wiring diagrams.
5. KONE recommends a minimum 100 Mbit/s Ethernet for each of the following applications: Security Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multimedia Equipment, and Card Readers.
6. Provide IP addresses per KONE LAN schedule. IP addresses are required for, but not limited to, KONE Group Controllers (KGC), KONE Interface Controllers (KIC), LAN Destination Operating Panels (DOP), LAN Destination Guidance Displays (DGD), and LAN InfoScreen.
7. Provide and install the required number and size conduit runs from elevator hoistways to turnstile banks. See turnstile integration specifications for site specific requirements.

3rd Party Access Integration/Security (if provided)

8. Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s), and Multimedia Equipment.
9. Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.

10. A designated 15 amp 120 VAC circuit is required at each of the remote monitoring stations.
11. Any required interface software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
12. KONE recommends a minimum 100 Mbit/s Ethernet for each of the following applications: Security Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multimedia Equipment, and Card Readers.

KONE Destination Dispatching (if provided)

13. General: when KONE Destination (Destination Dispatch) is used, provide one (1) dedicated 15 amp 120 VAC fused service with ground (supplied through automatic emergency lighting supply if available inbuilding) connected to each elevator signal control cabinet for shaft power. Must include the means to disconnect this service and lock-off in the “open” position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).
14. Provide IP addresses per KONE LAN schedule. IP addresses are required, but not limited to, KONE Group Controllers (KCEGC), KONE Interface Controllers (KIC), LAN Destination Operating Panels (DOP), LAN Destination Guidance Displays (DGD), and LAN InfoScreen.
15. Provide a VLAN with a minimum 100 MBit/s dual ethernet connections with dual RJ45 jack in each machine room/control room/control space. Consult with your sales rep or bid letter.
16. If KONE Destination 820: provide a minimum 100 MBit/s dual ethernet connections with dual RJ45 jacks between elevator groups and across hallways where machine rooms/control rooms/control spaces form the same group (minimum CAT6 up to 100m, fiber Optics if greater than 100m).
17. If KONE Destination 1020: provide one (1) additional dedicated 15 amp 120 VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to each elevator signal control cabinet that has a LAN riser to power Core and Shaft LAN Switches. Must include the means to disconnect this service and lock-off in the “open” position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).
18. If KONE Destination 1020: provide one (1) additional dedicated 15 amp 120 VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) to power the Site

Advanced People Flow (APF) Attachment to Bid "B"

Work by Others

Controller and Edge Router modules. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).

19. If KONE Destination 1020: provide a dedicated OM3 optical fiber link with SC connectors and terminated into a patch panel to integrate machine rooms.
20. If KONE Destination 1020: if Elevator Guide (EG) display is provided; provide a Full HD TV with HDMI v1.4 interface and a minimum size of 24". Provide a 120 VAC power outlet at the location of the EG display to provide power to the TV and proper HDMI cables to connect the HDMI output provided by KONE into the HDMI input of the provided TV. If the EG display is located 30 ft (10 m) or farther from the elevator shaft, proper HDMI signal extension means shall be provided.

E-Link (if provided)

21. A designated 15 amp 120 VAC circuit is required at each of the remote monitoring stations.
22. KONE recommends a minimum 100 Mbit/s Ethernet for each of the following applications: Security Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multimedia Equipment, and Card Readers.
23. Provide IP addresses per KONE LAN schedule. IP addresses are required, but not limited to, KONE Group Controllers (KGC), KONE Interface Controllers (KIC), LAN Destination Operating Panels (DOP), LAN Destination Guidance Displays (DGD), and LAN InfoScreen.
24. BACnet additional requirements (if provided):
 - a. Provide all E-Link features required.
 - b. Provide BACnet Device IDs for Devices.
 - c. Provide BACnet Revision Level requested for the site (PR-18 supported or not).

KONE Remote Call (if provided)

25. Provide one (1) dedicated CFCI protected 20 amp 120 VAC - amp duplex (15 amp in Canada) outlet per the Remote Call wiring diagrams.
26. KONE recommends a minimum 100 Mbit/s Ethernet for each of the following applications: Security Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multimedia Equipment, and Card Readers.
27. Provide one (1) public IP v4 address that can be accessed via the Internet.
28. Provide IP addresses per KONE LAN schedule. IP addresses are required, but not limited to,

KONE Group Controllers (KGC), KONE Interface Controllers (KIC), LAN Destination Operating Panels (DOP), LAN.

InfoScreen (if provided)

29. If InfoScreen is offline, none of the below is applicable.
Provide one (1) RJ45 CAT6 jack and network switch in each elevator machine room/control space that has an InfoScreen server. This jack is wired to a building LAN network with internet access. In the machine room/control space, pipe and wire CAT6 cable from the switch to the InfoScreen Server Box.
30. Provide one (1) IP address for each InfoScreen server.
31. Provide another RJ45 CAT6 jack and VLAN configuration to the next elevator machine room/control space that has elevators with InfoScreens. This is to connect two Group Connection Boxes from two elevator machine rooms/control space.
32. Provide a dedicated 15 amp 115 VAC fused disconnect with ground PE per machine room/control space piped and wired to the first InfoScreen Group Connection Box
33. If InfoScreen TV Streaming Video is to be used, the equipment and converters will be located in a building IT room as shown in the wiring diagram. Provide another RJ45 CAT6 jack and VLAN configuration in InfoScreen IP network range for Video Encoder Board in the machine room/control space that has the last Group Connection Box. Provide a Cable TV Box as needed, or other device that will stream composite video output.

Elevator Variable Message Display (If provided)

34. An outlet marked as, "elevator equipment only" must be provided at each display location. The outlets may be powered by a separate breaker but must share the same power source as the elevator. Amperage requirements for the outlets shall be calculated based on the requirements of the monitors provided by others.

Site Safety Requirements / Work by Others KONE MonoSpace 500 Bid Attachment “B”

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

General

1. Provide sufficient on-site refuse containers for the disposal of the elevator packing material. Should sufficient containers not be provided, the removal of the elevator packing material shall become the responsibility of others.
2. Provide forklift for KONE’s exclusive use during the unloading of the elevator at time of delivery.
3. Provide any cutouts to accommodate the elevator equipment (see notes below).
4. Provide and install finished elevator cab flooring prior to balancing cabs (coordinate with KONE). Cab flooring/weight allowance shall be in accordance with KONE’s approved layouts. Owner must provide certification (to the elevator inspector at time of inspection) that flooring meets flame spread and smoke density requirements. (ASME A17.1/CSA B44 sec 2.14.2.1).
5. Provide permanent elevator lobby lighting, ceiling and flooring prior to inspection date.
6. Owner must provide certification (to the elevator inspector at time of inspection) that owner-supplied elevator interior finishes meet flame spread and smoke density requirements (ASME A17.1/CSA B44 sec. 2.14.2.1). In the case of using glass, transparent or translucent plastic panels for car interiors, they shall meet the requirements of ASME A17.1/CSA B44 sec. 2.14.1.8, ANSI Z97.1/ CGSB 12.1 in Canada.
7. Provide cutting/ coring of all openings and penetrations required to install hall push buttons, signal fixtures, wiring duct and piping, and sleeves. Sleeves will be required in the hoistway wall for EACH elevator.
8. Provide any repairs such as grouting, patching and painting made necessary by such cutting/ coring. Provide fire caulking around all fixtures and as needed to satisfy NFPA 70 article 300.21, or any applicable local code.
9. Please note that none of the elevator components are weather- proof and that the elevator entrances do not seal the hoistway from inclement weather. The entire elevator, hoistway, and controls must remain protected from inclement weather prior to and throughout the installation.
10. If KONE 24/7 Emergency Video Communications: For units with travel greater or equal to 60 ft (18 m), or if located in a seismic zone and the code year is 2016 or later (regardless the travel): Customer will provide a dedicated Windows-based PC or laptop with Chrome browser and 24-hour/day Internet access. This computer must be accessible by emergency personnel to communicate through voice and text with people in the elevator and to have a video display of the cab interior.

Safety

11. Provide adequate, rollable access with a minimum opening of 8’ x 8’ (2.5 m x 2.5 m) into the building. Clean, safe, secure, dry space is required adjacent to the hoistway at grade level, minimum of 21’ x 56’ [6.4m x 17m] per elevator for storage of materials.
12. Provide free-standing, removable, OSHA-compliant barricades capable of withstanding 200lb (890N) of force in all directions around all hoistway openings per OSHA 29 CFR 1926.502, and/or any applicable local code.
13. Provide and install full-covering entry protection as per local requirements and manufacturer’s requirements. Protection to be made of nylon mesh or reinforced plastic, at all hoistway openings to prevent materials or tooling from falling into the elevator shaft during installation per Federal OSHA requirements listed in 29 CFR 1926.502(j). In Canada, where required by Provincial regulation, enclose the front of the hoistway with removable hoarding or screening to prevent material from entering the hoistway. Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.
14. Provide two (2) lifeline attachments at the top, front of the hoistway. Each must be capable of withstanding a 5000 lb [2250 Kg] load per OSHA 29 CFR 1926.502, or any applicable local code. For machine-room-less applications, provide attachments as described above, or install KONE- provided 5” x 5” x 3/8” (127mm x 127mm x 9.6mm) tube steel lifeline beam in the elevator hoistway overhead 10 inches (254 mm) from front of hoistway to center line, with bottom of lifeline beam at same elevation as bottom of hoisting I-beam. Lifeline tube steel supplied by KONE by request at no additional cost. Engineering details, attachment details and/or modifications, or any beam(s) alterations in the field for installation is by others.
15. Provide proper lighting in all work areas and stairways, including access to all floors and machine rooms per OSHA 29.CFR1926.1052 or any applicable local code.
16. Provide and maintain 6-foot (1800 mm) clear work area in front of all entrance openings per OSHA 29.CFR1926.502 or any applicable local code.

Hoistway

17. Provide a clear and plumb hoistway of size shown on approved KONE final layout drawings. Any variations from the detailed dimensions may not exceed 2” [50 mm] greater and may not be less than the clear dimensions detailed. (Tolerance: -0” + 2” [-0 mm +50 mm]).

18. Provide hoistway ventilation per local building code requirements as applicable. For proper equipment operation, the machine space in machine room or at the top of the hoistway must maintain a temperature between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.
19. Provide any partitions between common hoistways if applicable.
20. Install hoist beam(s) in overhead(s) per KONE final layout drawings. Beam supplied by KONE unless otherwise noted on layouts. Engineering and attachment details or field modifications of the beam is by others.

NOTE: KONE requires a written explanation and photographic evidence of installation method for each connection point of the beam(s).

21. In cases where multiple elevators are in a common hoistway, and the counterweights are located between elevators, the entire length of counterweight runway must be guarded. The guard shall extend at least 6 inches (150mm) horizontally beyond each counterweight rail. The guard shall be made from wire-mesh material equal to or stronger than 0.048-inch diameter wire with openings not exceeding 1/2 inch (13 mm), securely fastened to keep the guard taut and plumb. (ASME A17.1 – 2019 / B44 – 19: General Requirements.)
22. On applications where working platforms are required, working platforms provided shall comply with the requirements of the current ASME A17.1 / CSA-B44 code edition in effect at the time of installation and /or any applicable local code.
23. Provide adequate support for guide rail brackets from pit floor to the top of the hoistway. Locate rail backing per KONE final approved layout drawings. When maximum bracket span is exceeded, additional support shall be provided at purchaser's expense. Any bracket mounting surface that is not in line with the clear hoistway dimension detailed on the approved KONE final layout drawings may need to be corrected to meet the proper dimension at purchaser's expense.
24. If guide rail brackets are to attach to steel, ensure all brackets are installed prior to applying fireproofing to the steel. Otherwise, removal and reapplication of fireproofing will be at purchaser's expense.
25. All offsets, ledges or projections within the hoistway shall be addressed in accordance with applicable local code. All offsets, ledges or projections within the hoistway greater than 4 inches (100mm) must be tapered to not less than 75 degrees (ASME A17.1/CSA B44 sec 2.1.6.2). Maximum ledge or projection is 2 inches (50mm) in Massachusetts, California and District of Columbia.

26. If concrete block wall construction, refer to the approved KONE final approved layout drawings for proper installation of rail bracket attachments. Inserts provided by KONE unless otherwise noted on the approved KONE final approved layout drawings. Insert type must be approved by KONE. Concrete masonry units, mortar and grout, shall conform to IBC 2000 or any applicable local code. Concrete masonry units shall have a minimum compressive strength of 1500 PSI (10.5 MPa). Mortar and grout shall have a minimum compressive strength of 2000 PSI (13.8 MPa).
27. KONE entrance jambs are non-ferrous and material may not be attached to them (i.e. fire doors/curtains).
28. Arrange for entrance walls to be constructed at the time doorframes and sills are installed to facilitate timely installation of hall fixture faceplates. Entire front wall must be left open at top and bottom landings until elevator equipment is installed. Intermediate landings must have rough openings of the size and location shown on KONE final approved layout drawings to allow installation of entrances. All entrance openings must be aligned vertically. Adequate support for entrance attachment points shall be provided at all landings. Any marble, stone or similar wall material must be prepared after the entrance frames are installed. Provide corridor lines for any marble or "special finish" walls.

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

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

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

30. Provide finished-floor height marks visible from hoistway openings at all landings minimum one week prior to beginning entrance installation. Placing floor height mark on hoistway wall is desirable. Complete "Contractor Verification Form of Sill to Sill Heights and Remote Machine Piping," CONSTR-07-0675.
31. Provide suitable, permanent lighting for control space with light switch located within 18" [457 mm] of strike jamb side of control space door where practical.
32. Electric lighting shall have a minimum lighting intensity of 200 lx (19 fc) at the floor level. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.

33. If the control space is located remote from the elevator hoistway top landing the following may apply:
 - a. If applicable, provide machine space access door of the size and in the location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key.
 - b. Provide suitable lighting in or above the machine space access with light switch located within 18" [457 mm] of strike jamb side of access space door where practical.
 - c. When permitted by state and local code the light switch should also control the machine space lighting.
 - d. In cases where a battery lowering device is provided, control closet may not be adequate. Please consult KONE representative.
34. Provide and install GFCI-type receptacle located at machine in the top of the hoistway or in machine room as applicable (NFPA 70 article 620.85 or CEC article 38.85 whichever is applicable).
35. Provide and install light switch located at manual brake release location: may also be required in control space per local jurisdiction.
36. Where a single elevator is installed in a hoistway and a portion of the travel extends higher than 11m (36 ft.) between entrances (single blind hoistway), emergency door(s) must be provided. Emergency doors and their electrical contacts shall comply with the current ASME A17.1/CSA-B44 code edition in effect at the time of installation and/or any applicable local code. ASME A17.1-2019/B44-19 requirement Section 2.11.1.2 covers "Emergency Doors in Blind Hoistways" and Section 2.26.2 covers "Electrical Protective Devices". Each emergency door must be provided with an electrical contact with minimum UL/CSA NEMA A300 rating suitable for use in a 3-amp 230VAC circuit. Consult KONE representative if there are any questions concerning the code requirements.
37. In jurisdictions enforcing the NBCC and in jurisdictions enforcing NFPA 72, the means for testing and maintenance of fire alarm initiating devices without having to enter the hoistway shall be permitted. When this means is provided it must comply with ASME A17.1-2019/B44 requirement 2.8.2.4 and the location of equipment inside the elevator hoistway must be coordinated with KONE sales and/or operations representative.

Pit

38. Provide a legal, dry and clean pit with level pit floor, built per KONE final layout drawings. Pit shall be reinforced to sustain vertical forces detailed on KONE final layout drawings (vertical forces detailed are two times the static loads).

39. Sumps and/or sump pumps (where permitted) located within the pit may not interfere with the elevator equipment. Sumps to be covered with flush mounted, non-combustible cover capable of withstanding 150 lbs. per square foot (7 kPa). The sump pump/drain must, at minimum, remove 3,000 gal/h (11.4 m³/h):
 - a. ASME A17.1-2016/B44-16 and earlier, per elevator.
 - b. ASME A17.1-2019/B44-19 and later, per single hoistway or multiple car hoistway.
40. Provide a pit light fixture with switch and guards with an illumination level equal to or greater than that required by ASME A17.1/CSA B44 2000, or applicable version. Recommended to provide minimum 4-foot double tube fluorescent fixture, with suitable guard and mounted to rear wall of pit per KONE installation representative's direction.
41. Provide a dedicated pit circuit with GFCI-protected 15 or 20-amp 120VAC duplex outlet. Location to be coordinated with the KONE project team using the KONE final approve layout drawings (NFPA 70 article 620.85; CEC article 38.85 whichever is applicable).
42. Provide non-GFCI-protected single receptacle for sump pumps (NFPA 70 article 620.85, NFPA 70 article 620.85 or CEC article 38.85 whichever is applicable).
43. Pit ladder to be constructed of non-combustible material extending from pit floor to 48" [1200 mm] above the sill of the access landing. Pit ladder is supplied by KONE; provided by purchaser on other KONE products unless otherwise noted on the layout drawing. Locate per KONE final layout drawings. Coordinate ladder sizing and location with KONE representative to assure proper fit in hoistway.
44. When a separate pit access door is provided, it must conform to ASME A17.1, requirement 2.2.4.5. When an electric contact is required, it shall comply with ASME A17.1, requirement 2.2.4.5 (b) (1).

Electrical

45. US Applications - Purchaser provides in accordance with National Electrical Code, NFPA 70 (NEC) Article 620 or any applicable local code.
46. Canadian Applications - Purchaser provides in accordance with Canadian Electrical Code, C22.1 Section 38 or any applicable local code.
47. Provide dedicated GFCI-protected 20-amp 120VAC duplex (15 amp in Canada) outlet next to each control cabinet.
48. Provide for all electrical branch circuits/disconnects to be labeled (NFPA 70 article 620.54 / 620.53 / 620.51d, CEC articles 38.54/ 38.53/ 36.51d).
49. Provide 480/208VAC (USA) or 575/208VAC (Canada) three-phase permanent power, including piping, wiring and fused disconnect, to controller location to facilitate elevator installation prior to start of project.
WARNING: An Open Delta transformer is not acceptable to supply the main power to elevators with regenerative drives, either for temporary or permanent power. Doing so can permanently damage the drive.

50. Provide 220VAC single-phase temp. power and 115VAC single-phase temp. power, of permanent characteristics at each elevator landing for lighting and installation method tools. Locate connection points at elevator hoistway.

NOTE: For installation purposes related to items 49 and 50, please consult your KONE representative to confirm disconnect location(s) and type of temporary power.

51. When generator is used to provide 3-phase 480/208VAC (USA) or 575/208VAC (Canada) power for installation, purchaser to accept change notice for additional costs, estimated locally by installing office, to cover inefficiencies and any damages resulting from installing without permanent power present.

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

52. Provide a dedicated 20-amp 115VAC circuit in the fire command room piped and wired to the lobby panel where applicable.
53. Provide a dedicated 15-amp, 115VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to each elevator signal control cabinet for car lighting. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).
54. Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for each elevator with KONE 24/7 Emergency Video Communications, when specified. Must include the means to disconnect each service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53)."

Control Space/ Integrated Controls Solution (ICS)

55. Provide a legal control space/ machine room with access as indicated on the KONE final layout drawings. To include a temporary or permanent door that can be locked from outside. Permanent door must be self-closing, self-locking, and require a key to open from outside. Must have adequate temporary or permanent lighting for installation purposes. For proper equipment operation, the temperature in the control space must maintain between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.
56. Provide safe and convenient access to control space/machine room including provisions for necessary lighting for access path (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1 / CSA B44 sec 2.7.3).

57. Provide a clean and dry elevator control room.
58. Provide suitable lighting for control space with light switch located within 18" [457 mm] of strike jamb side of control space door where practical. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.
59. Provide dedicated GFCI-protected 120VAC 20- amp duplex (15 amp in Canada) outlet in the shaft, located above and centered to the entrance opening at the controller landing. Consult KONE installation team for precise location.
60. Provide a single means of disconnecting all ungrounded main power conductors for each elevator by an enclosed, externally operable, fused motor circuit switch with UL/CSA Class RK1 fuses. Must be lockable in the open position. This disconnecting means shall disconnect the normal power service as well as emergency power service, when provided.
- NOTE 1:** If a battery-powered rescue device is required, the above-mentioned disconnect must have an auxiliary contact monitored by elevator controller that is positively opened mechanically and is normally closed (NC) when the main power is in the ON position and is normally open (NO) when power is in the OFF position.
- NOTE 2:** If a battery-powered rescue device is required and a separate shunt trip breaker which is subject to either the hoistway or control space sprinkler system is provided, the shunt trip breaker must have an auxiliary contact that is positively opened mechanically and is NC when the main power is in the ON position.
- NOTE 3:** Shunt trip not allowed in Canada and some US jurisdictions.
61. Provide a Direct-in-dial (DID) analog phone line, activated at least one week prior to inspection, terminated at the appropriate phone jacks in the elevator control room. GC/ Owner may elect to have a separate analog line installed (one per elevator), or GC/ Owner may elect to provide DID lines from an Analog Station Card in the building's PBX system. If GC/Owner provides a Direct-in-Dial analog phone line or lines off an existing PBX phone system, a backup power source must also be provided. All phone and associated equipment provided by GC/ Owner shall be in compliance with the requirements of ASME A17.1/ CSA B44, local codes and applicable law, as amended.
62. Provide all fire alarm initiating signals as required by all national, state and local codes for termination at the primary elevator signal control cabinet in each group.

63. With emergency power service provide emergency power transfer switch and power change pending signals as required; 2 normally open dry contacts from transfer switch to controller (2 pairs plus ground wire). One contact closes to signal emergency power is present, the other contact closes to give 30 second pre-signal prior to transfer switch change. Termination of these wires is at the primary elevator signal control cabinet in each group (2 pairs plus ground wire).
64. Furnish and install smoke detectors and fire operation per ASME A17.1/CSA B44 sec 2.27.3.2, NFPA 72; one for lobby detector, machine room detector, hoistway detector (hoistway detector requirement determined by local code), and one for all grouped non-lobby detectors are required. Provide normally-closed dry contacts, with wiring, to controller for each group listed above.
65. Provide and install smoke detector in hoistway as required per local codes, and in all elevator lobbies, machine room and controller space.
66. Provide heat detectors and "shunt-trip operation (US Only)" when sprinklers are required in machine room, machinery space, control room, control space or hoistway, (ASME A17.1 sec 2.8.3.3.2, NFPA 13 & NFPA 72).
67. If Fire Status Panel or Security panels are required, all remote conduit runs from elevator equipment room/machine space to these panels shall be by others.
68. Non-elevator related piping and equipment is prohibited in machine room or hoistway (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.8.2).
69. Provide and mount at minimum a 10-pound, ABC-type fire extinguisher in control space (ASME A17.1 sec 8.6.1.6.5). (Not required in Canada).

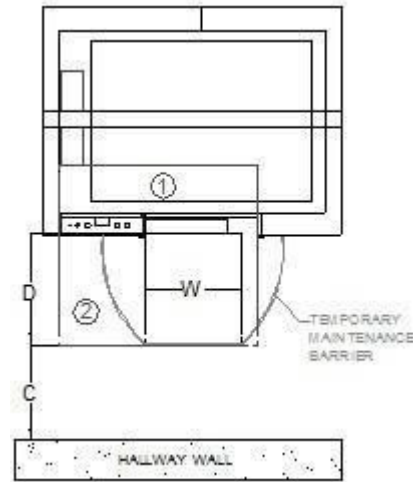
Applicable for Integrated Control Solution (ICS)

70. Provide a completely open front wall at top landing with access as indicated on the KONE Final Approved Layout Drawings. Must have adequate temporary or permanent lighting for installation purposes. **NOTE:** The lobby side of the ICS control cabinet must be faced with 2 layers of dry wall to comply with UL certification, regardless of front type. See KONE Final Approved Layout Drawings for details and wall type and minimum dimensions.
71. Provide environment for proper equipment operation during installation and after acceptance, the temperature at the top floor elevator lobby must maintain between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.
72. Provide safe and convenient roll-able access to top floor elevator lobby area. (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.7.3).

73. Provide 480/208VAC (USA) or 575/208VAC (Canada), three-phase permanent power, including piping, and wiring from fused disconnect, to junction box located in hoistway at top landing to facilitate elevator installation.

WARNING: A Wye configuration transformer is required. An Open Delta transformer is not acceptable to supply the main power to elevators with regenerative drives, either for temporary or permanent power. Doing so can permanently damage the drive.

74. FIRE ALARM INITIATING DEVICE (FAID). FAID is a requirement of ASME A17.1/B44, rules 2.27.3.2.1 (b) and 2.27.3.2.2 (b).



	USA	CANADA	COMMENT
W	30"	1m	NEC2014, CEC2020
D	36"	1m	NEC2014, CEC2020
C	Min 36"	Min 914mm	Minimum recommended. Consult ADA requirements for exact building clearance

1. Since ICS control enclosure is vented into the hoistway, a fire alarm initiating device (FAID) is required in this portion of the control space.
2. A fire alarm initiation device (FAID) is required in the lobby area to protect the control space when ICS is open.

**Fire Service Access and Occupant evacuation
Operation IBC 2018 or Designated Fire Fighter's
Elevator per the NBCC**

75. Fire service access elevators per code requirements (IBC 403.6) shall be provided with hoistway lighting per code requirements (IBC 3007). The hoistway lighting shall illuminate the entire height of the hoistway and shall be located such that it does not interfere with the operation of the elevator or reduce any clearances below applicable code requirements. Additionally, provide an enclosed 24 vdc relay (Omron G2R-1-S-DC24, or equivalent) local to the controller for interfacing hoistway lighting with elevator system (applicable only in jurisdictions enforcing the IBC, International Building Code). Consult KONE representative to assure required clearances are provided.
 76. Conductors and cables located outside of the elevator hoistway, machine space and control space, that provide normal or standby power, car lighting power, car ventilation power, car heating power, car air conditioning power, control signals, communication with the car and fire/heat-detecting systems control signals to Fire Service Access Elevators or designated Firefighter's Elevator, shall be protected by construction having a fire-resistance rating of not less than 2 hours. (APPLICABLE ONLY IN JURISDICTIONS ENFORCING THE IBC BUILDING CODE OR THE NBCC OR ANY APPLICABLE LOCAL CODES.
 77. Fire Service Access elevators shall be provided with hoistway lighting.
 78. Prevent water from the operation of an automatic sprinkler system outside the enclosed lobby from infiltrating the hoistway enclosure in accordance with an approved method per rule **3008**.
 79. Means for elevator shutdown in accordance with Section 3005 shall not be installed on elevator systems used for Fire Service Access and/or Occupant Evacuation Elevators per rule **3008**.
 80. Occupant Evacuation elevators shall be continuously monitored at the fire command center or a central control point approved by the fire department and arranged to display all of the following information per rule **3008**.
 - a. Floor location of each elevator car.
 - b. Direction of travel of each elevator car.
 - c. Status of each elevator car with respect to whether it is Occupied.
 - d. Status of normal power to the elevator equipment, elevator machinery and electrical apparatus cooling equipment where provided, elevator machine room, control room and control space ventilation and cooling equipment.
 - e. Status of standby or emergency power system that provides backup power to the elevator equipment, elevator machinery and electrical cooling equipment where provided, elevator machine room, control room and control space ventilation and cooling equipment.
 - f. Activation of any fire alarm initiating device in any elevator lobby, elevator machine room, machine space containing a motor controller or electric driving machine, control space, control room or elevator hoistway.
 - g. Provide a minimum of one Elevator Guide monitor per landing for each OEO elevator group.
 81. Each Fire Service and /or Occupant Evacuation elevator shall be supplied by both normal power and Type 60/Class 2/Level 1 standby power per rule 3008.
 - a. Elevator equipment.
 - b. Ventilation and cooling equipment for elevator machine rooms, control rooms, machinery spaces and control spaces.
 - c. Elevator car lighting.
 82. Standby power loads shall be based on the determination of the number of occupant evacuation elevators in Sections **3008.1.1** and **3008.8.1**.
 83. Wires or cables that are located outside of the elevator hoistway, machine room, control room and control space and that provide normal or standby power, control signals, communication with the car, lighting, heating, air conditioning, ventilation and fire-detecting systems to occupant evacuation elevators shall be protected using one of the following methods **3008**.
 - a. Cables used for survivability of required critical circuits shall be listed in accordance with UL 2196 and shall have a fire-resistance rating of not less than 2 hours.
 - b. 2. Electrical circuit protective systems shall have a fire-resistance rating of not less than 2 hours. Electrical circuit protective systems shall be installed in accordance with their listing requirements.
 - c. Construction having a fire-resistance rating of not less than 2 hours.
- Exception:** Wiring and cables to control signals are not required to be protected provided that wiring and cables do not serve Phase II emergency in-car operation.