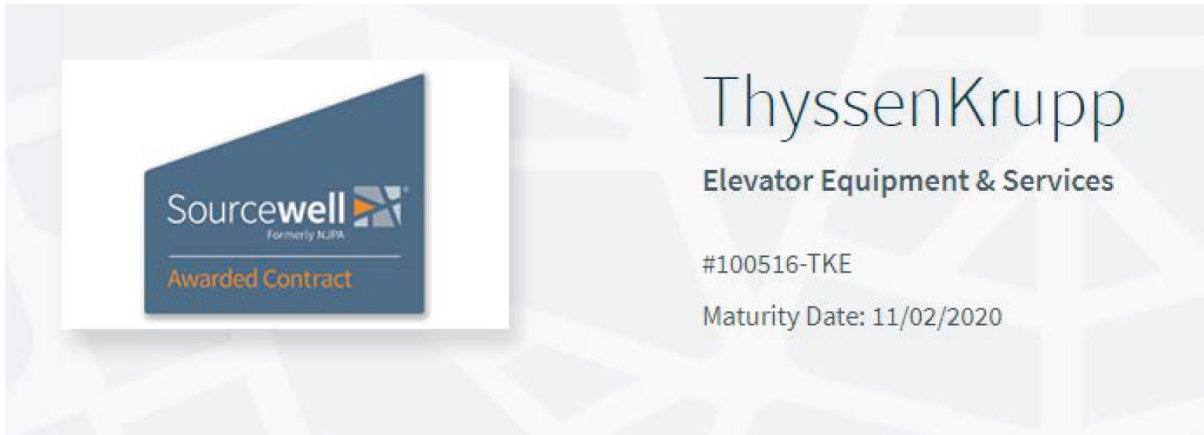


# Modernization Proposal



## FRESNO CITY HALL II

August 24, 2020

Purchaser: FRESNO CITY HALL  
Address: 2600 Fresno St  
Fresno, CA 93721-3620

Location: FRESNO CITY HALL  
Address: 2600 Fresno St  
Fresno, CA 93721-3620

thyssenkrupp Elevator Corporation (hereinafter "thyssenkrupp" or "thyssenkrupp Elevator") is dedicated to delivering (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$1,348,043** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location. Here is the price breakdown:

- Elevators #1-3 Passengers: **\$1,149,269.00**
- Elevator #4 – Service: **\$ 198,774.00**

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next forty-five (45) days unless it is revoked earlier by thyssenkrupp in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including the possibility that thyssenkrupp may be subjected to increased charges by its suppliers for any of the applicable materials and/or components due to the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities or the possibility that the work described in this Proposal is not completed by December 31, 2021.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Steve Boisvert  
Mod Sales Rep, [steve.boisvert@thyssenkrupp.com](mailto:steve.boisvert@thyssenkrupp.com), +1 916.813-9668

# Modernization Proposal



## SCOPE OF WORK

**Grouping Name: 1**

Equipment	Speed: 350 fpm
Type: Geared(Traction)	
4/5 Stops (4/5 Front /0 Rear)	Capacity: 3500 lbs.

### Units Included

Building	Nickname	OEM Serial #	TKE Serial #	Legal ID
FRESNO CITY HALL		CB5021	US292212	101052
		CB5023	US292213	101053
		CB5024	US292214	101054

### Description of Work

#### Controller

- TAC 32T Controller (Includes options listed below)
  - 24 VDC Signal Voltage
  - Auto Light and Fan Feature
  - Car Independent Service
  - Car Traveling Lantern Circuitry
  - Door Bypass Operation
  - Electronic Door Detector Interface
  - Hoistway Access and Enable
- tkE Green Drive 400E (2109CD006) VVVF AC Drive / Regenerative 60R
- Emergency Power
- Encoder Board for Motors by Others (part no. 546AV11)
- Inconspicuous Riser
- Seismic Operation / Counterweight Derailment
- Tenant Security Option
- Cross Assignment with embedded software (existing voltage 24-120V AC or DC)
- Machine Room Wiring Package
- eMax Monitoring Device Provisions
- Shaker Box

#### Machine

- Car/Cwt shackles w/springs (pairs per 1/2" or 5/8" rope)
- Hoist Cables, traction steel, preformed
- Machine Room Interface box for Machines by field (choke & encoder interface)
- Hang Car
- New Gearless Machine
- Rope Retainers
- Hang Car

#### Governor

- 16" Governor without Encoder (includes Tail Sheave)
- Governor Rope
- Rope Retainers and tail weight tie down for Seismic Conditions

# Modernization Proposal



## Car

- Retainer plates for Car and Counterweight
- Toe Guard for 2000 code (48")
- 8" Car roller guides (set of 4) tkE (spring loaded)
- Car Top Railing
- tkE Cable Strain Loadweigher (for 6 ropes)
- Fan: New Two Speed with Grill
- 5 Pin Lock with electric contact for Car Top Exit

## Hoistway

- TAC 32T Field Friendly Wiring Package:
  - Includes single flat traveling cable with coax
  - hoistway wiring
  - interlock wiring
  - interlock connectors
  - FIBER OPTIC CABLE, HOISTWAY PIPING & DUCT ARE NOT INCLUDED.
- APS (Absolute Positioning System) for TAC32T with Final Limit Switches
- Screening

## Pit

- Counterweight Derailment detector (ring and string)
- Cwt Guide shoe mounting plates (set of 4 - only with shoe purchase from tkE)
- 4" Cwt roller guides (set of 4) tkE
- Pit Stop Switch
- Buffer Limit Switches (per buffer)
- Refurbish Buffers
- Weights Balance
- Counterweight Weights

## Cab

- Interior - Allowance of \$25,000.00
- Car Door (SSCO, #8 S/S)

## Door Equipment

- LD-16 Plus Door Operator with Complete carside equipment (FRONT)
  - includes Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (w/ alarm signal)
- Micro Light 3D (Front)
- Hoistway Door Equipment complete (SSCO) Front
  - includes Hangars Rollers, Interlocks & Pickups, & Reel Closers
- Gibs

## Car Fixtures

- Main Car Station (COP)
- Auxiliary Car Station (COP)

## Hall Fixtures

- Hall Lanterns
- Jamb Braille (Pairs)
- Hoistway Access
- Car Identification Plate for Main Egress Floor (Pair)
- Hall Stations
- Lobby/Fire Command Panel Digital Position Indicators

# Modernization Proposal



**Grouping Name:** Service

Equipment Type: Hydraulic	Speed: 150 fpm
5 Stops (3 Front /2 Rear)	Capacity: 4000 lbs.

## Units Included

Building	Nickname	OEM Serial #	TKE Serial #	Legal ID
FRESNO CITY HALL II			US277143	96865

## Description of Work

### Controller

- TAC 32 Controller (Includes Options listed below)
- eMax Monitoring Device Provisions
- Battery Lowering in Controller
- Seismic Features
- Solid State Starters (6 or 12 leads) 460 / 575 VAC
- Viscosity Control (Required over 150 FPM)

### Power Unit

- EP-260 Power Unit (Submersible)
- Seismic Requirements for EP units
- Viscosity Control (Required over 150 FPM)
- Biodegradable oil (Citgo NZ)
- 2" Shutoff Valve Kit
- Overspeed Valve Kits for 2" (less than 150 GPM)

### Jack

- Packing

### Car

- 21" Toe guard
- Guide shoe mounting plates (set of 4 - only with shoe purchase from tKE)
- 4" Car roller guides (set of 4) (spring loaded)
- Fan: Two Speed
- Car Top Exit Switch

### Hoistway

- HN Boxes (per each 2 cars, grouped)
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.
- Additional Hoistway Wiring for TAC 32 with Remote Machine Room

### Pit

- Pit Stop Switch
- 2" Shutoff Valve Kit

# Modernization Proposal



## **Cab**

- Interior - Allowance of \$25,000.00
- Car Door (2SSS, #4 S/S (441))
- Car Door (2SSS, #4 S/S (441))

## **Door Equipment**

- LD-16 Plus Door Operator with Complete carside equipment (FRONT & REAR)
  - includes Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (Front only w/ alarm signal)
- Micro Light 3D (FRONT & REAR)
- Closer
- Hanger Rollers
- Interlocks & Pick Up Rollers
- Gibs

## **Car Fixtures**

- Main Car Station (COP)
- Auxiliary Car Station (COP)
- Car Riding Lantern

## **Hall Fixtures**

- Jamb Braille (Pairs)
- Car Identification Plate for Main Egress Floor (Pair)
- Hoistway Access
- Combo Hall Lantern/PI (Lobby only)
- Hall Lanterns
- Hall Stations

In addition to the Description of Work to modernize your elevator(s) as described above, thyssenkrupp will coordinate or perform the following activities at no additional cost:

Other - Engineering

Electrical – Per QT20121 (See appendix #1)

Smoke Sensors or Fire System or Alarm – Per Qt 07/08/2020 (See appendix #1)

# Modernization Proposal



## 1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of thyssenkrupp's Material Release Form

### Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	9 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	16 - 18 Weeks (Passenger) 6 - 8 Weeks (Service)

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of thyssenkrupp's control, are subject to change without notice to Purchaser and shall not be binding on thyssenkrupp.

## 2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from thyssenkrupp's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or thyssenkrupp staging facility. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event thyssenkrupp fails to receive payment within thirty (30) days of the date of a corresponding invoice, thyssenkrupp reserves the right to demobilize until such a time that the payments have been brought up to date, and thyssenkrupp has the available manpower. It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

Purchaser agrees that thyssenkrupp shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as thyssenkrupp has been paid 100% both of the price reflected in this Proposal and for any other work performed by thyssenkrupp or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$1,348,043
Initial progress payment:	(50%)	\$674,022
Material furnished:	(25%)	\$337,011
Total of remaining progress payments:	(25%)	\$337,011

# Modernization Proposal



### 3. Warranty

thyssenkrupp warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of thyssenkrupp's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by thyssenkrupp. In the event that thyssenkrupp's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. thyssenkrupp makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that thyssenkrupp will provide free service for periodic examination, lubrication, or adjustment, nor will thyssenkrupp correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give thyssenkrupp prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, thyssenkrupp shall, at its own expense, correct any proven defect by repair or replacement. thyssenkrupp will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall thyssenkrupp be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

### 4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. thyssenkrupp will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

### 5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to thyssenkrupp Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with thyssenkrupp Elevator. The following is a list of those items that are not included in this Proposal:

#### A. Hoistways and Equipment Rooms

#### B. Electrical and Life Safety

#### C. Miscellaneous

2. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;

### 6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during thyssenkrupp's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by thyssenkrupp modernization mechanics at the thyssenkrupp branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both thyssenkrupp and Purchaser (hereinafter thyssenkrupp's regular working days and regular working hours shall be collectively defined as "normal working hours"). thyssenkrupp shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Parking: Purchaser shall provide a minimum of two (2) parking spaces capable of accommodating standard work trucks at no cost to thyssenkrupp Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).

# Modernization Proposal



- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, thyssenkrupp is authorized to warehouse the equipment at the thyssenkrupp warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse thyssenkrupp for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Storage: The Purchaser agrees to provide adequate, dry, and secure storage. The equipment will be stored in the areas in front of the elevators opening at floor #5 (Service and Elevator #1). Any relocation of the equipment as directed by the Purchaser after its initial delivery will be at Purchaser's expense. In addition, should a separate storage container be required, the purchaser will arrange for the delivery, placement and cost of the storage container unless otherwise clarified. Moreover, should a project be delayed not by the fault of thyssenkrupp Elevator, additional storage fees may apply depending on the time frame of such delay
- g. thyssenkrupp includes one mobilization to the jobsite. A mobilization fee of \$2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and thyssenkrupp's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- i. Purchaser shall provide an on-site dumpster. thyssenkrupp will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. thyssenkrupp will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. thyssenkrupp assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

## 7. Temporary Use, Inspection and Turnover

- a. Unless required by specification, thyssenkrupp will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of thyssenkrupp's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at thyssenkrupp's standard local billing rates. In the event that an elevator must be provided for temporary use, thyssenkrupp will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to thyssenkrupp with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$3,500.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at thyssenkrupp's local service billing rates.
- b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of thyssenkrupp, thyssenkrupp will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$2,500.00 via change order prior to scheduling a re-inspection.
- c. Upon notice from thyssenkrupp that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute thyssenkrupp's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of thyssenkrupp's notice of completion to Purchaser unless both thyssenkrupp and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of thyssenkrupp's "Final Acceptance Form" shall not be unreasonably delayed or withheld.



# Modernization Proposal



- d. Should the Purchaser or the local authority having jurisdiction require thyssenkrupp Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate thyssenkrupp Elevator for its time at thyssenkrupp Elevator's current billing rate as posted at its local office.
- e. At the conclusion of its work, thyssenkrupp Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in thyssenkrupp Elevator's sole opinion, is neat and clean.
- f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.
- g. Purchaser agrees to accept thyssenkrupp's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

## 8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

- a. Purchaser authorizes thyssenkrupp elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. thyssenkrupp Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. thyssenkrupp Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between thyssenkrupp Elevator and Purchaser is terminated for any reason, thyssenkrupp Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by thyssenkrupp Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

## 9. Additional Terms and Conditions

- a. In no event shall thyssenkrupp be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, thyssenkrupp reserves the right to modify this Proposal or rescind it altogether.
- c. thyssenkrupp is an equal opportunity employer.
- d. thyssenkrupp's performance of the work described in this Proposal is contingent upon Purchaser furnishing thyssenkrupp with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon thyssenkrupp as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon thyssenkrupp after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon thyssenkrupp as of the date of the execution of this Proposal are included in the price of the Proposal. Purchaser is responsible, in addition to the Proposal price, to pay thyssenkrupp for any additional (or any increase in) applicable taxes, tariffs, duties, permit and/or license fees imposed upon

# Modernization Proposal



thyssenkrupp after the date of acceptance of this Proposal by any governmental authority or by any of thyssenkrupp's suppliers of the materials and/or components required in connection with this Proposal.

f. Purchaser agrees to provide thyssenkrupp's personnel with a safe place in which to work and thyssenkrupp reserves the right to discontinue work at the jobsite whenever, in thyssenkrupp's sole opinion, this provision is being violated.

g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. thyssenkrupp Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above thyssenkrupp's standard practices and policies may require additional costs.

h. thyssenkrupp Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by thyssenkrupp in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.

i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both thyssenkrupp and Purchaser in writing before becoming effective.

j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor thyssenkrupp's work place and prior to and during thyssenkrupp's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event thyssenkrupp's employees or those of thyssenkrupp's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold thyssenkrupp harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. thyssenkrupp retains title to and a security interest in all equipment it supplies – which thyssenkrupp and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, thyssenkrupp may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at thyssenkrupp's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for thyssenkrupp to file in public offices in order to perfect thyssenkrupp's security interest in such equipment.

l. thyssenkrupp shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

m. The rights of thyssenkrupp under this Proposal shall be cumulative and the failure on the part of the thyssenkrupp to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by thyssenkrupp in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

n. In the event thyssenkrupp engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

o. thyssenkrupp can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

p. Should loss of or damage to thyssenkrupp's material, tools or work occur at the project site, Purchaser shall compensate thyssenkrupp for such loss, unless such loss or damage results from thyssenkrupp's own acts or omissions.

q. Purchaser, in consideration of thyssenkrupp performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator Corporation, thyssenkrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "thyssenkrupp party" and collectively the "thyssenkrupp parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a thyssenkrupp party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that thyssenkrupp party. Purchaser recognizes that its obligation to defend the thyssenkrupp parties under this clause, which is separate and apart from its duty to indemnify the thyssenkrupp parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

# Modernization Proposal



- r. Purchaser further expressly agrees to name thyssenkrupp Elevator Corporation and thyssenkrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure thyssenkrupp Elevator Corporation and thyssenkrupp Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or losses arising from the negligence of thyssenkrupp Elevator Corporation and thyssenkrupp Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.
- s. thyssenkrupp's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

## 10. Project Clarifications

- a. For elevator modernization projects, each elevator cab will be weighed prior to the start of the modernization process of each individual unit. If the existing cabs are over 5% of the allowable weight and contracted capacity as noted on the original crosshead data tag and/or the elevators are out of balance, any additional scope of work to make code compliant will be determined on an elevator by elevator case basis and a change order for this work will be proposed accordingly. In addition, thyssenkrupp Elevator will not be responsible for any building structural items due to elevator exceeding the 5% allowable weight nor the under-sizing of the equipment proposed using the crosshead data tag information. Should additional or higher-rated equipment be required due to a discrepancy in the actual vs. car top crosshead data tag, additional cost may apply and will be provided via change order.
- b. The existing counterweights are assumed to be properly weighted for current elevator conditions. Any additional work required to properly balance the elevator will be provided via change order if required and not clarified otherwise.
- c. Software provisions only are being provided for Emergency Power and the Regen function of the controller will not be bypassed. Any modification to this device, function, etc. shall be performed addressed through the Change Order process.
- d. Logistical Plan: Material Movement: thyssenkrupp Elevator shall deliver materials by using the building's loading dock.
- For the Freight car, the equipment will be brought directly in the Elevator room adjacent to the elevator.
  - For the Passenger cars, the equipment will be taken to the 4th floor with the usage of the Freight car and then transferred to Passenger Car#1 to be taken to the Elevator room at the 5th floor.
- Any required deviation from the stated logistical plan will be submitted as a change order to the project agreement.
- e. For Cars #1-3, the existing counterweight frame and weights shall be retained. Each elevator has been provided eight (8) hours and \$500.00 for additional weights to balance the counterweight. Any additional work required to properly balance the elevator, including the replacement of the frame, will be provided through the Change Order process
- f. The rails shall be retained. If any work is required on the rail or any other retained equipment, a change order will be provided detailing additional required scope and pricing.
- g. The following related work scope shall be performed: Electrical and Fire Life Safety - See Appendix #1 for specific scope of work included. If any additional work required beyond this scope, a change order will be provided detailing additional required scope and pricing.

# Modernization Proposal



## Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of thyssenkrupp will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of One Million Three Hundred Forty Eight Thousand Forty Three Dollars (\$1,348,043).

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized thyssenkrupp manager.

(Purchaser): thyssenkrupp Elevator Corporation Management Approval

By:  
(Signature of Authorized Individual)  
Iris Yi

By:  
(Signature of Branch Representative)

\_\_\_\_\_  
(Print or Type Name)

Rachel Jones

\_\_\_\_\_  
(Print or Type Title)

Branch Manager

\_\_\_\_\_  
(Date of Acceptance)

\_\_\_\_\_  
(Date of Execution)



thyssenkrupp

**SCHEDULING AND PRODUCTION  
REQUEST FOR PAYMENT**

Please Remit To: thyssenkrupp Elevator Corporation  
Attn: Accounts Receivable Dept.  
3100 Interstate North Cir SE  
Ste 500  
Atlanta, GA 30339-2227

Attn: Iris Yi  
City of Fresno

Date	Terms	Reference ID	Customer Reference # / PO
August 24, 2020	Immediate	ACIA-1PXJLM3	
Total Contract Price:			\$1,348,043.00
Initial progress payment:			(50% ) \$674,021.50

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1. To make a payment by phone, please call 770-261-0019 with the reference information provided below.

Current and former service customers can now pay online at:  
<https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment>

Thank you for choosing thyssenkrupp Elevator. We appreciate your business.

**Please detach the below section and provide along with payment.**

Customer Name:		<b>Remit To:</b>	
Location Name:	FRESNO CITY HALL II	thyssenkrupp Elevator Corporation	
Customer Number:		3100 Interstate North Cir SE	
Quote Number:	2020-2-908554	Ste 500	
Reference ID:	ACIA-1PXJLM3	Atlanta, GA 30339-2227	
Remittance Amount:	\$674,022		



Appendix #1 - Electrical Work included

**WESTECH SYSTEMS, INC**      **Project Budget**

<b>ELECTRICAL CONTRACTORS</b>	CONT. LIC. NO. 739791	EST. NO.	<b>20121</b>
827 JEFFERSON AVE CLOVIS, CA 93612 TEL.: (559) 455-1720 FAX.: (559) 455-0952			<b>DIR#1000004372</b>
PROJECT:	<b>CITY HALL ELEVATOR UPGRADE</b>		
LOCATION:	<b>FRESNO, CA.</b>		
GENERAL CONT:	<b>THYSSEN KRUPP</b>		
ESTIMATOR:	<b>DARIN CULBERTSON</b>		
DATE:	19-Jun-20		
<b>WESTECH IS PLEASED TO PROVIDE YOU A QUOTE FOR SPECIFACATION SECTION 16000 ELECTRICAL</b>			

ADDENDA'S NOTED:

**GENERAL INCLUSIONS**

- DEMO OF EXISTING AS REQUIRED
- SAFE OFF DEMO BY OTHERS
- REPLACE (4) DISCONNECTS W/ NEW SHUNT TRIP BREAKERS
- USE EXISTING PANELS AND BREAKERS
- ADD CONDUIT ONLY FOR (16) FIRE ALARM DEVICES (FIBO)
- CORDINATION WITH THYSSEN KRUPP
- RE-USE EXISTING CIRCUITS TO REPLACE (20) OUTLETS WITH GFI
- REPLACE (4) PIT LIGHTS WITH NE HE WILLIAMS 75R-4-L30
- REFEED (4) NEW ELEVATOR CONTROLLER DRIVES
- CONDUIT AND WIRE AS REQUIRED

**GENERAL EXCLUSIONS**

- PERMITS AND FEES
- PANELS & DISTRIBUTION BASED ON EXISTING
- CONDUIT OR WIRE FOR HVAC CONTROLS
- PAINTING
- CUTTING AND PATCHING
- CORING/SAWCUT OR PATCH
- ANYTHING NOT LISTED IN INCLUSIONS



## Appendix #1 - Fire Life Safety Work included



June 23, 2020

**ThyssenKrupp Elevator**  
**Steve Boisvert/Brian Hodges**

REFERENCE: **Fresno City Hall**  
2600 Fresno St  
Fresno Ca 93721

SUBJECT: Fresno City Hall Elevator Recall Upgrade Fire Alarm

### Scope of Work:

#### Fire Alarm/Elevator Recall Upgrade

- Provide and install (3) fire alarm relay for fire hat indication in elevator cars
- Provide and install (6) fire alarm relays for recall and shunt trip functions
- Provide and install (6) monitor modules for elevator shunt power and battery power
- Provide and install (8) fire alarm smoke detectors in machine room above elevator motors
- Provide and install (8) fire alarm heat detectors for elevator shafts, machine rooms, & electrical RM
- Provide all wires and programming needed to complete upgrades
- Provide design, engineering, plans and permits
- Provide testing with the AHJ and the elevator contractor
- Provide afterhours labor for some installation and testing

### Exclusions:

- Provision and installation of required 120vac circuits
- Any devices or services not listed above
- Any work on or around elevator shafts or machine room without the elevator contractor being present
- Patching and painting of existing building features
- Any double time or Sunday labor

### Clarifications:

- The above outlined scope of work is Cosco Fire Protection's understanding of the work you would like performed. If there are additional items, which you would like us to include or exclude in our proposal please let me know and I will be glad to do so.
- This proposal does not include any amounts for impacts such as interference, disruptions, rescheduling or change in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items should we be faced with performing work under any of these conditions.
- Attached is a copy of our General Terms and Conditions which is a part of this proposal.

This proposal/quotation shall remain in effect for the next (30) days, after which, it will be subject for review. Should this meet your acceptance, please sign and return this document to my attention. Please feel free to contact me (559) 515-1194 for any additional questions. Thank you for your time and consideration.



## Appendix #1 - Fire Life Safety Work included

### General Terms & Conditions

#### **ENTIRE CONTRACT**

The provisions herein contained constitute all of the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and Purchaser's order shall be governed by only the terms and conditions appearing herein.

#### **PROPOSALS AND CONTRACT**

Seller's proposals, when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms, which reimburse Seller for work performed, reasonable overhead and lost profit.

#### **PAYMENT**

Terms of payment have been set at net 10-days. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, at a rate of 25% per annum, or if such rate is prohibited under applicable law, then at such maximum rate as is under applicable law. Purchaser shall pay all attorney's fees incurred in the collection of past due accounts.

#### **DELAYS**

Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause beyond the control of Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this contract shall not be void or avoidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing, all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of the invoice by Purchaser.

#### **EXCAVATION**

In the event the work herein includes excavation, the Purchaser shall pay as an extra to the contract price the cost for any additional work performed by the seller due to water, quicksand, rock or other unforeseen obstruction encountered or if shoring is required.

#### **SITE FACILITIES**

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

#### **STRUCTURE AND SITE CONDITIONS**

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures or other equipment or conditions or water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the fire alarm and/or fire sprinkler system and its related equipment. The purchaser shall have all things in readiness for service, including, but not limited to, other materials, floor or suitable working base, connections, and facilities at the time technician is onsite. In the event the purchaser fails to have all things in readiness for service at the jobsite, the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules, which are the basis of Seller's proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

#### **INTERFERENCE'S**

Purchaser shall be responsible to coordinate the work of other trades (ducting, piping, electrical, etc.) and Purchaser shall be responsible for additional costs incurred by Seller arising out of interferences to Seller's work caused by such other trades.

#### **LIMITATIONS OF LIABILITY**

The Seller makes NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. No promise not contained herein or affirmation of fact made by any employee, agent or representative of the Seller shall constitute a warranty by the seller or give rise to any liability or obligation. Seller's liability to Purchaser for personal injury, death, or property damage arising from the performance under this contract shall be limited to the contract price. Purchaser shall hold Seller harmless from any and all third-party claims for personal injury, death or property damage, arising from Purchaser's failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential or liquidated, penal or any economical damage of any character, including but not limited to loss of use of the Purchaser's property, lost profits or lost production, whether claimed by the Purchaser or by any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

#### **WARRANTY**

Seller agrees that for a period of one (1) year after completion of said service it will, at its expense, repair or replace defective materials or workmanship supplied or performed during this service/repair by Seller. Upon completion of the service work, the system will be turned over to the Purchaser fully inspected, tested, and in operative condition. As it is thereafter the responsibility of the Purchaser to maintain it in operative condition, it is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer but no longer than one-year. ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

#### **MODIFICATIONS AND SUBSTITUTIONS**

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

#### **SEVERABILITY**

Should any part, term, or provision of this contract be found by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected thereby.

#### **ASSIGNMENT**

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign this contract to its subsidiaries and affiliates.

#### **CHANGES, ALTERATIONS, ADDITIONS**

Changes, alterations, and additions to the plans, specifications, or construction schedule for this contract shall be invalid unless approved in writing by Seller. Changes approved by Seller, which increase or decrease the cost of work to Seller, shall constitute a corresponding increase or decrease in the contract price as herein provided. The value of additional work shall be agreed upon in writing prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

#### **PRICES**

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type of occupancy, or other details of work to be performed hereunder. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller, and prices, delivery, and completion dates quoted herein shall be changed by Seller as may be required.

#### **LEGAL NOTICE**

For the purposes of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

#### **CLAIMS**

Any claims against Seller arising hereunder shall be deemed waived unless they are presented in writing, with particulars, within ten (10) days after they arise.

#### **TERMS AND CONDITION TECHNICAL SPECIFICATIONS**

The terms and conditions specified herein shall be in addition to those put in Seller's technical specifications and Seller's authorized representative shall resolve any inconsistencies.

#### **ARBITRATION**

At the option of the Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be held in California.

#### **OVERTIME**

Unless otherwise specified by Purchaser, all service work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium cost including all related payroll costs, plus Seller's overhead and profit, payable monthly, one (1) month after overtime expense was incurred.

#### **PROPRIETARY DATA**

All specifications, drawings, designs, descriptive matter, and other data furnished by Seller to Purchaser pertaining to the work proposed herein shall be deemed proprietary and shall be kept in confidence by Purchaser and shall not be disclosed to any third party except as may be necessary in the performance of any contract with the Seller. In the event Seller requests the return of any such proprietary material and/or any reproductions thereof, Purchaser shall promptly return the same to Seller.

#### **DEFAULT**

In case of any default by Purchaser, Seller shall be entitled to payment for all work performed, all termination costs incurred, and any other costs incurred by Seller, including overhead and profit. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of: Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said service, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

#### **BACK CHARGE**

No charges shall be levied by the Purchaser against the Seller unless (48) hrs prior written notice is given to Seller to correct any alleged deficiencies/ clean-up which necessitates such charges and unless deficiencies are the direct fault of Seller.

#### **OSHA**

Purchaser will indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.