Shairise Bills <sbills@co.davis.ut.us>

# Admin elevators budget

1 message

**Lane Rose** <lrose@co.davis.ut.us> Wed, Jan 3, 2024 at 4:32 PM
To: Curtis Koch <ckoch@co.davis.ut.us>, Shairise Bills <sbills@co.davis.ut.us>
Cc: Sherri Day <sday@co.davis.ut.us>

Curtis and Shairise,

Last year the 2 main Schindler elevators in the Admin building were tagged by the State elevator inspector for premature belt wear which was quoted at $49,542.00 from Schinlder to replace.(See attached quote)
The elevators would also need an upgrade to the wiring harness to allow us to secure the 2nd with card access for additional cost of $14,961.16
In the interim the west elevator stopped working on an unrelated issue that I am estimating to cost $5,000 in a service/repair cost.
Many can attest to the dissatisfaction of these Schindler elevators in their performance and maintenance issues that have come up throughout years, one which was requested by a Commissioner when they first started and noticed only one runs at a time which slows the response time. After looking into this matter there was an option to upgrade the control boards for $30,000.
In summary: We need abot $100,000 to get the existing elevators up and running to satisfactory ($70,000 minimal to meet code and 2nd floor security needs)

Or

Remove the old and install new ones with all the upgrades included.
I reached out to the following commercial elevator companies for estimates:(there is only 4 in the state of utah that I am aware of and we don't want to use Schindler again)

**Otis Elevators** - See attached proposal ($233,000 install + $47,000 Demo = $280,000 + we need to do some in house wood work around all the openings and I believe there will be some other details that need worked out if go this direction so I would plan on a budget of $300,000)
**Kone** - Provided me a ROM over email of ~$500,000
**TK Elevators**- The retrofit system does not fit in our existing hoist way, so they could not give us a cost

Another consideration is the elevators are 10+ years old and the industry standard says 20-25 life expectancy (you can get more years on lower use elevators)

Budget options:
**$100,000** to maintain the existing
**$300,000** to upgrade new

Let know if you have any question or need any more information

Best Regards,

Lane Rose, Director
Facilities Management
Davis County Government
61 S Main St. Rm # 109
PO Box 618
Farmington, UT 84025
Cell-801-499-0457
Office-801-451-3211
lrose@daviscountyutah.gov

**2 attachments**

**Davis County Admin - STM Upgrade 2x elevators (1).pdf**
135K

**DAVIS COUNTY ADMIN BUILDING BID QUALIFICATIONS LETTER.pdf**
506K

**Schindler Elevator Corporation**
3592 West 1820 South
Salt Lake City, UT 84104-4959
Tyson.guthrie@schindler.com

# UPGRADE ORDER AGREEMENT

**Date:** 08/10/2023

**Estimate Number:** CNAN-CUKPUA (2023.3.1)

**To:**
Davis County
Po Box 618
Farmington, UT 84025

**Customer:**
Davis County Admin Bldg
61 S Main St
Farmington, UT 84025

**Attn:** Sherri Day

Schindler hereby proposes to furnish and install the following with respect to the equipment located at the above building:

***STM Hardware Upgrade – 2 Elevators***

Schindler will provide labor time and material to replace the ***obsolete*** parts listed below for both elevators.

Four (4) STM, OHP SERVICE
Four (4) STM-PV30-1.73S-PU-42 foil
Four (4) STM Data Tag (1.73S-PU) Assy
Four (4) End Conn NA "Wed" L=420 sl PV30 01.00
Four (4) End Conn NA "Wedge" sl+spC PV30-1.73-2.5
One (1) Adapter Plate- Right (KSS/KTMB retrofit)
One (1) Adapter Plate- Left (KSS/KTMB Retrofit)
Four (4) M10 x 16mm Flat Head Socket Head Cap Scr
Two (2) Flanged V-Pulley cpl. L=102mm - Double
One (1) Pulley Positioning Plate
Four (4) CWT STM RETAINER
Four (4) Cwt STM Protection
One (1) Pulley Protection
One (1) Mobile Traction Beam

**Upon completion of this work all debris will be removed from the jobsite. The jobsite will be left clean and clear of all the elevator equipment and the elevator will be returned to normal operation.*

**Price:** $49,542.00, plus applicable taxes. (Quotations valid for 30 days; price based upon work during regular working hours of regular working days.)

**Discount Offering:** Schindler will provide a 10% discount to the above proposed price in exchange for customer executing a renewed maintenance agreement with Schindler.

**Payment:** 50% of the price is due upon acceptance of this proposal;
40% of the price is due as work progresses within 30 days of invoice;
Balance due upon completion, within 30 days of invoice.

Schindler reserves the right not to source material or schedule labor for the above quoted work until initial payment has been received.

Schindler retains title to any equipment furnished hereunder until final payment is made. Late or non-payment will result in assessment of interest charged at a rate of 1 1/2% per month or the highest legal rate available, and any attorneys' fees, expenses, and costs of collection. The customer understands that this is a fixed price proposal. Supporting documentation for materials and/or labor shall not be a condition precedent for payment in full to be made to Schindler.

**The attached terms and conditions** are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

| Proposed: | Accepted: |
|---|---|
| _____ | _____ |
| By: Tyson Guthrie | By: _____ |
| For: Schindler Elevator Corporation | For: Davis County |
| Title: Sales Representative | Title: _____ |
| Date: 8/10/2023 | Date: _____ |

Approved:

_____

By: Seth Bergman

Title: General Manager

Date: _____

## TERMS AND CONDITIONS

1. Any changes to the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.
2. No work, service materials or equipment other than as specified hereunder is included or intended.
3. Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
4. Schindler will not be liable for damages of any kind, in excess of the Price of this Agreement, nor in any event for special, indirect, consequential or liquidated damages.
5. Any cutting and patching is by others and not included in this work.
6. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
7. We warrant that the work will comply with the specifications and that there will be no defects in materials or workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. Our duty under this warranty is to correct nonconformance or defect at our expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser's remedies hereunder are exclusive.
8. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of Schindler.
9. For non-maintenance contract customers, Customer hereby agrees, without limitation, to defend, indemnify, release and hold harmless Schindler and its employees, affiliates, divisions, parent entities, predecessors and successors, representatives and agents from and against all claims, liabilities, losses, injuries, death, damages, fines, penalties, payments, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or relating to the Work performed by Schindler under this Agreement.
   **INSURANCE:** At a minimum, Customer shall provide to Schindler, insurance coverages as set forth within, and a certificate of insurance evidencing such coverage: Comprehensive General Liability (including Products Liability, Completed Operations, Broad Form Property damage, and Blanket Contractual Liability) in the amounts of $2M per occurrence, $5M aggregate. Schindler Holding, Ltd., Schindler Elevator Corporation, and Schindler Enterprises, Inc. shall be named as additional insureds on the above referenced policies, pursuant to ISO Form CG 2010 11/85, and shall appear as such on the Certificate of Insurance. Insurance shall provide a waiver of subrogation in favor of the entities named as additional insureds. Insurance shall be primary over any other valid and collectible insurance. Any deductible / retention is the responsibility of the Named Insured.
10. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.
11. In the event of governmental changes to applicable tariffs, tax rates, including but not limited to sales tax, use tax, excise tax, privilege tax, transaction tax and similar changes, or loss of tax exempt status, Schindler reserves the rights to adjust the contract price accordingly to account for all additional cost impacts.
12. We reserve the right to modify price and schedule without penalty due to material or component shortages, increases in inflation and/or material price increases based upon the S&P Material Price Index (MPI).

# Gen3 Core™ Proposal

## DAVIS COUNTY ADMIN BUILDING

FARMINGTON, Utah

October 31, 2023



OTIS

# DAVIS COUNTY ADMIN BUILDING

October 31, 2023

**OTIS ELEVATOR**
401 IRONWOOD DR
SALT LAKE CITY, UTAH 84115

Project Number: F7NG6861

Dear valued Otis customer,
We appreciate having the opportunity to provide you with our proposal for this project.

| | |
|---|---|
| **Services**<br>More personalized services through our Otis ONE IoT digital platform to keep you ahead of potential issues. | **Safety**<br>Safety is at the core of who are as a company. We prioritize safety and every passenger's health and well-being. |
| **Support**<br>From resources and tools to guidance and expertise, Otis makes planning and managing smarter and simpler. | **Experience**<br>New designs transform passenger ride, adding exceptional value. |

Please take note of the following sections:

- **Price Quotation**
- **Unit Specification**
- **Voluntary Alternates**
- **Delivery, Manufacture Lead Times & Installation**
- **Clarifications**
- **Summary**

Otis has built a reputation based on quality, reliability, and a proven record of safety that's the best in the business. We continue to pursue a policy of innovation to ensure our customers receive the highest level of service in the industry.

If you would like to discuss your proposal or make any amendments, please contact me and I will be happy to discuss the project.

**Otis Elevator Company**
**Jordan Neville**

Tel: 385-485-9587
Jordan.Neville@otis.com

# Price Quotation

We are pleased to provide you with our proposal to furnish and install:

TWO (2) 2100LBS 150FPM THREE (3) STOP WITH THREE (3) FRONT OPENINGS OTIS GEN3 CORE ELEVATOR SYSTEMS

**Proposed Elevator System Cost: $233,000.00**

This quotation is based upon a delivery date of on or before 12/31/24, is valid for thirty (30) days from the date of submission, and the following:

Otis' scope of work and clarifications herein as outlined in this proposal, along with:
Drawings dated 04/24/2013, division 14 spec section, addenda, and contractor scope of work

We appreciate having the opportunity to provide you with our proposal on this project and look forward to working with you and your project team.

# Clarifications

a. **Temp Power:** If we are forced to work off of a temp power generator any additional labor and material will be billed as a change order at current material and labor rates.
b. **Dimensions:** Cab and Hoistway Dimensions are in the unit specification tables below.
c. **Tear Out:** Removal and Disposal of existing elevator equipment is not included in base pricing, see below for cost to add this.
d. **Hoistway Alterations:** We have not included any hoistway, pit or overhead alterations of any kind, this is by others.
e. **Entrances:** Existing Hoistway entrances will need to be cut out, this is not included.
**f. Guide rail backing for Gen3 (steel plates or steel columns by GC): EXISTING EMBED PLATES OR TUBE STEEL CANNOT BE REUSED AND NEW STEEL MAY NEED TO BE STAMPED BY AN ENGINEER.** We are required to weld our rail brackets to steel, either steel columns or steel plates are required. If steel plates, they can be mounted to each floor plate, and also in the overhead. Three plates per floor and six plates in the overhead. Plates are to be exposed. This is not part of our scope, by GC. Steel is not required where walls are concrete or grout-filled CMU.
g. **Cab Interior:** We have included stainless steel wall panels for side and rear walls. Additional options are available as an extra.
h. **Handrails:** We have included the Otis standard flat handrails for rear wall.
i. **Emergency Power:** We have not included standby emergency power or Emergency Rescue Units, these are available as an extra.

j. **Signage:** "In Case of Fire Use Stairs" signage (not included): This signage is not part of the hall button faceplate nor is it included in our scope. This signage should be part of the signage and wayfinding scope.

k. **Temporary Use:** This is not included but can be added for and initial per elevator fee of $2,500 plus $800/month/elevator thereafter.

l. **Headers:** Non-structural headers are required where floor heights exceed 12ft and above top floor per code.

m. **Hoist Beams, Finish Flooring & Pit Ladders for Gen3(not by Otis):** These items are not included in our scope of work. The hoist beams need to be an "I" type, rated for 7,500lbs, and run side to side. Otis can provide pit ladders for $800.00 each.

n. **"In Case of Fire Use Stairs" signage (not included):** This signage is not part of the hall button faceplate nor is it included in our scope. This signage should be part of the signage and wayfinding scope.

o. **Rough openings (required):** Rough openings will be required at each opening. Extra wide and extra tall rough openings are required at the top & bottom landings. In-fill of rough openings cannot occur until after the elevators are installed.

p. **Pre-Inspection:** The State of Utah is requiring Otis to complete their pre-inspection checklist prior to scheduling a pre-inspection, this adds 2 days of adjustor labor per elevator and is not included in our pricing, but can be added for $2,500 per pre-inspection/elevator.

q. **Protection from falls and protection from falling objects:** Barricades to be supplied by the GC in accordance with OSHA requirements.

r. **Fire patching around wall box, conduit, penetrations, other areas (not by Otis):** This should be part of the drywall scope. Coordinate with Otis Foreman or Superintendent or hoistway access.

s. **OCIP or CCIP Insurance (no rebates offered):** Otis is self-insured and does not offer rebates for participating in OCIP or CCIP insurance programs. We will be providing our standard insurance coverage.

t. **Rollable Access:** We require rollable access from the entrance at the lowest egress landing to the front of the elevator.

u. **Accessing the car tops, or running of the cars for other trades (an extra):** This extra will be billed at our standard change order billing rates.

v. **Delivery Delay:** If delivery of materials is delayed beyond 90 days from the date referenced above. Material Escalation fees will apply.

w. **Schedule of Values:** Submittals, contract processing, engineering, vendor material purchases: 30%, Material delivery: 50%, Installation labor: 15%, Retainage: 5%

x. **Preparatory Work by Others:** We have attached a list of work which clarifies what is not elevator trade work, and what things need to be provided to Otis by the general contractor in order to facilitate our work. We offer this information for your benefit so that you may be fully informed as to what is required by the general contractor, and what is typically not included in in elevator proposals.

y. **Coordination and Schedule:** We cannot start our work until we have a completed hoistway, hoist beams, & temporary 3-phase power.

z. **Contractual Terms & Conditions:** Any contract resulting therefrom shall be based on mutually agreeable terms and conditions. It is conditioned with neither party being liable to the other for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, fire, explosion, theft, weather damage, floods, earthquake, riot, civil commotion, war, malicious mischief, or act of God. Under no condition shall either party be liable for special, indirect, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding, any indemnity

provision to the contrary. Notwithstanding any provision in any contract, or acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.

aa. **Liability Insurance:** We will purchase an Owner's and Contractor's Protective Liability (OCP) policy and list you, the owner, the architect, etc. as Named Insureds on this policy with waiver of subrogation. We will also provide evidence of our own insurance coverage but cannot list you on our own internal policy

We appreciate having the opportunity to provide you with our proposal on this project and look forward to working with you and project team. Please call me at (385) 485-9587 with any questions.

Sincerely,

Jordan Neville
jordan.neville@otis.com
Otis Elevator Company – Salt Lake

# Unit specification

## DUPLEX CAR 1

| | | |
|---|---|---|
| **Designation & Model** | Otis Gen3 Core™ elevator system | |
| **Capacity & Speed** | 2100 lb (953 kg) passenger cab | 200 fpm (1.02 mps) |
| **Machine Location** | Machine roomless with machine at top of hoistway | |
| **Control Space** | Controller in entrance frame, at top landing | |
| **Rise/Stops & openings** | 28 ft 0 in 0 (8534 mm) | 3 stops with 3 openings |
| **Clear Hoistway** | Depth: 5 ft 9 in 0 (1753 mm)<br>Width: 7 ft 11 in 0 (2413 mm) | Pit depth: 4 ft 0 in 0 (1219 mm)<br>Overhead: 12 ft 10 in 0 (3912 mm) |
| **Dispatching & Operation** | RSR Plus® | Duplex |
| **Power Supply** | 208-volts, 3-PH AC, 60 Hz | |
| **Car Features** | Height: 7ft 9in (2362 mm)<br>Clear car: 5 ft 9 in 7/16 (1765 mm) wide 4 ft 4 in 1/8 (1324 mm) deep<br>Cab: Otis stainless steel Shell cab<br>Cab flooring: Furnished and installed by others: 1 ¼ in (32 mm) recess<br>Car sill: Aluminum<br>Car front(s) and door(s): Brushed stainless steel<br>Handrails: 1 ¾ in x 4 in (44.5 mm x 102 mm) flat bar with a brushed steel finish shall be provided on the rear wall.<br>Ceiling: 4-LED, flush, brushed steel finish | |
| **Car Signals** | Car operating panel: Flat applied COP<br>Position indicator: 2 position LCD display<br>Buttons: Round, ⅛" projected brushed stainless steel with an LED illuminated halo<br>In car lanterns: 1 | |
| **Entrance Features** | Type: One-speed side slide<br>Size: 36 in (914 mm) wide x 84 in (2134 mm) high<br>Frames: 3 Brushed stainless steel<br>Doors: 3 Brushed stainless steel<br>Sills: 3 extruded, aluminum | |
| **Hall Signals** | Finish: Brushed Stainless steel<br>Hall Stations: Wall mounted fixtures<br>Buttons: Round, ⅛" projected brushed stainless steel with an LED illuminated halo | Combo position indicator/hall lantern(s): 1<br>Hall Lanterns: 0<br>Hall fixtures: At all landings |
| **Standard Features Included** | Access key switches at top and bottom landings<br>Firefighter's service, phase I and II<br>Standard Braille markings<br>OPTIGUARD™ 3D door protection system | Sleep Mode Operation<br>Emergency communication call button<br>Emergency car lighting<br>AccessAlert™ (hoistway access alarm system) |
| **Optional Features Included** | Independent Service | |
| **Code Compliance** | ASME A17.1/CSA B44 | Seismic provisions included<br>Code Year: 2019<br>State: Utah |
| **Maintenance** | 12 months after acceptance of elevator by owner.<br>Includes emergency callback service during normal working hours. | |

# Unit specification

## DUPLEX CAR 2

| | | |
|---|---|---|
| **Designation & Model** | Otis Gen3 Core™ elevator system | |
| **Capacity & Speed** | 2100 lb (953 kg) passenger cab | 200 fpm (1.02 mps) |
| **Machine Location** | Machine roomless with machine at top of hoistway | |
| **Control Space** | Controller in entrance frame, at top landing | |
| **Rise/Stops & openings** | 28 ft 0 in 0 (8534 mm) | 3 stops with 3 openings |
| **Clear Hoistway** | Depth: 5 ft 9 in 0 (1753 mm)<br>Width: 7 ft 11 in 0 (2413 mm) | Pit depth: 4 ft 0 in 0 (1219 mm)<br>Overhead: 12 ft 10 in 0 (3912 mm) |
| **Dispatching & Operation** | RSR Plus® | Duplex |
| **Power Supply** | 208-volts, 3-PH AC, 60 Hz | |
| **Car Features** | Height: 7ft 9in (2362 mm)<br>Clear car: 5 ft 9 in 7/16 (1765 mm) wide 4 ft 4 in 1/8 (1324 mm) deep<br>Cab: Otis stainless steel Shell cab<br>Cab flooring: Furnished and installed by others: 1 ¼ in (32 mm) recess<br>Car sill: Aluminum<br>Car front(s) and door(s): Brushed stainless steel<br>Handrails: 1 ¾ in x 4 in (44.5 mm x 102 mm) flat bar with a brushed steel finish shall be provided on the rear wall.<br>Ceiling: 4-LED, flush, brushed steel finish | |
| **Car Signals** | Car operating panel: Flat applied COP<br>Position indicator: 2 position LCD display<br>Buttons: Round, ⅛" projected brushed stainless steel with an LED illuminated halo<br>In car lanterns: 1 | |
| **Entrance Features** | Type: One-speed side slide<br>Size: 36 in (914 mm) wide x 84 in (2134 mm) high<br>Frames: 3 Brushed stainless steel<br>Doors: 3 Brushed stainless steel<br>Sills: 3 extruded, aluminum | |
| **Hall Signals** | Finish: Brushed Stainless steel<br>Hall Stations: Wall mounted fixtures<br>Buttons: Round, ⅛" projected brushed stainless steel with an LED illuminated halo | Combo position indicator/hall lantern(s): 1<br>Hall Lanterns: 0<br>Hall fixtures: At all landings |
| **Standard Features Included** | Access key switches at top and bottom landings<br>Firefighter's service, phase I and II<br>Standard Braille markings<br>OPTIGUARD™ 3D door protection system | Sleep Mode Operation<br>Emergency communication call button<br>Emergency car lighting<br>AccessAlert™ (hoistway access alarm system) |
| **Optional Features Included** | Independent Service | |
| **Code Compliance** | ASME A17.1/CSA B44 | Seismic provisions included<br>Code Year: 2019<br>State: Utah |
| **Maintenance** | 12 months after acceptance of elevator by owner.<br>Includes emergency callback service during normal working hours. | |

# Voluntary Alternates

| | Description | Price |
|---|---|---|
| **Item: VA1** | **Tear Out of Existing Elevators**: Does not include hoistway alterations, disposal of equipment, cutting out of entrances, cutting, coring, patching, painting or repair of damage caused during tear out. Also doesn't include engineering of new embed plates or tube steel. | **$47,000** |

# Delivery, Manufacture Lead Times & Installation

## EQUIPMENT DELIVERY

This proposal is bid with the understanding that materials will be ordered with sufficient lead time (as outlined in our approvals package) to allow delivery prior to 12/31/24  If Otis is unable to order materials in a timely manner due to delays on behalf of the Owner and/or General Contractor, or if delivery or installation is requested after 12/31/24, the Owner and/or General Contractor will be responsible for all cost increases incurred by Otis.

## SUBMITTALS

**Drawing and Submittal Preparation:** 3 WEEKS

## MANUFACTURING LEAD TIME

**Manufacturing Period:** 16 WEEKS

The manufacturing period for the solutions we have proposed, as listed above, will not commence until the following have been received: 1.) fully executed contract, 2.) signed and approved submittals, and 3.) agreed upon down payment.

Should the lead times not meet your requirements, please contact your local Otis representative to discuss other options.

The following checklists are provided to extend guidance for required items and aspects associated with your elevator installation.

| | Pre-Start Checklist | Otis | Builder | Optional |
|---|---|---|---|---|
| 1. | Pit shall be so designed as to prevent entry of ground water into the pit. Drains connected directly to sewers shall not be installed in elevator pits. Sump pump recesses must have metal covers or grills. | | × | |
| 2. | Metal pit ladder is to extend from the pit floor upward, not less than 48 in (1219 mm) above the bottom landing floor level, per Otis shop drawings and/or Otis instructions. | | × | |
| 3. | Hall fixtures must be blocked in or mounted complete. | | × | |
| 4. | Door frames are to be sealed to meet code.<br>Any holes. in the elevator hoistway and machine room, must be patched. | | × | |
| 5. | Grout under and in front all sills. Grout in and around elevator machine beams. | | × | |
| 6. | Lockable 120V disconnects, must be installed, per power confirmation. | | × | |
| 7. | Top of hoistway and machine room shall have a fire rating in accordance with local elevator codes. | | × | |
| 8. | Walls and ceiling shall be finished for mounting of hall fixtures and smoke detectors. | | × | |
| 9. | Lockable fused disconnect switch, installed in machine room, with feeder wires to elevator controller, all piped in accordance with N.E.C. electrical code, and grounded. Switch must be in sight of elevator machine and shall be the type that cannot be engaged with door open. Disconnect should be equipped with micro switch when ERU units are being furnished. Examples of ERU auxiliary contacts - Square D - #EK300-2, I.T.E. - SC-3, West. Elec. - EK-1 | | × | |
| 10. | Smoke detectors maybe required in each elevator lobby, hoistway, and machine room. Check w/ local code authority. Furnish normally closed fire system contacts, to the elevator controller, as per power confirmation. | | × | |
| 11. | Pit light and ground fault receptacle (with cover and guard) mounted 12 in off pit floor on rear wall and switch to be located adjacent to pit ladder piped in accordance with local code. (If front and rear opening, contact Otis representative). | | × | |
| 12. | Provide a dedicated RJ45 internet network connection to each elevator controller. All network connections for emergency two-way voice/video/text must be provided with a minimum of 4 hours of battery backup power. | | × | × |
| 13. | Elevator floor covering complete. | | × | |
| 14. | Only elevator equipment is allowed in an elevator machine room and hoistway (no access panels). If a sprinkler system is required, contact local code authority. | | × | |
| 15. | Machine room doors shall be self-closing, self-locking, and rated per machine room construction. | | × | |
| 16. | Machine room to be vented, to maintain temperature between 60° to 100° F for hydraulics; between 60° to 90° for traction. Ventilation can be natural or mechanical. | | × | |
| 17. | All machine rooms must have ground fault receptacle, permanent lighting, and must be equipped with a fire extinguisher. | | × | |
| 18. | Hoistway walls shall be Flush on hoistway sides. Any ledges over 4 in shall be provided with a bevelled angle of not less than 75°. | | × | |
| 19. | Spaces containing machines, control equipment, sheaves and other machinery shall be enclosed with fire-resistive enclosures. Enclosures and access doors thereto shall have a fire-resistance rating at least equal to that required for the hoistway enclosure. | | × | |

# Clarifications

## General Clarifications

1. This proposal is based on an Otis Elevator Company designed product, or Otis approved equal. The proposal meets the intent of the specification. However, due to product variability among elevator manufacturers, differences may exist between the product (s) proposed herein and the product (s) specifications. These differences may include, but are not limited to, the design, dimensions and/or appearance of the product. In the case of any of these differences, this proposal supersedes, and takes precedence over, the specified product (s).
2. All materials/equipment will be of the Otis standard gauge, material and finish.
3. In jurisdictions enforcing A17.1-2016 / B44:16 and prior editions, provide one (1) dedicated outside "Analog" (i.e. capable of carrying voice and data) telephone line, per elevator car, to the elevator machine room / machine space(s) must be furnished, and terminated at the controller designated by the Otis construction superintendent. Reference the ASME A17.1 / CSA-B44 code and the Otis Confirmation of Power Supply for specific requirements.
4. Provide one (1) dedicated outside telephone line, per elevator, to the elevator control room/space(s) and terminated at the controller designated by the Otis construction superintendent. Reference A17.1 code and the Otis Confirmation of Power Letter for specific requirements.
5. You shall be responsible for providing suitable and secure on-site storage, approximately 20 ft x 25 ft per elevator adjacent to the hoistway on the main access level for the building.
6. We require suitable tractor trailer access to the building for unloading of material. In addition, we need roll-able access from unloading point to storage and storage to hoistway area.
7. If you are not ready to accept delivery of the material on the date the machine room is to be ready, you shall give us sufficient notice of a local point where you will accept delivery and be responsible for all monthly storage fees. An extra charge will be assessed for any double handling or re-transportation of elevator material required by the general contractor/owner or agent thereof.
8. Our quotation is based on one (1) job mobilization. Should Otis be required to demobilize and leave the job site due to delays beyond our control which prevent us from completing the installation, there will be an additional charge to the contract for re-mobilization at $1,500.00 per move.
9. You will provide communication means (e.g. dedicated telephone lines, internet connections) per the Otis preparatory work by others electrical requirements.
10. All current inspection fees are included for a final inspection. Should re-inspection be required because of work that is not our responsibility, you will be responsible for the cost of re-inspection and remobilization for Otis personnel.
11. If we are requested to operate the elevator for other trades or perform labor outside of the scope of this work, it shall be performed in accordance with our normal hourly labor rates.
12. The following close-out documents will be provided: our standard owner's information manual, our standard final layout/installation drawings, and our standard warranty. Unless otherwise specified, 2 copies of each will be provided. Additional copies are available at $100 per set.
13. Materials will be delivered based on a date requested by the General Contractor in accordance with our standard manufacturing lead times. The project must be ready for the elevator installation to commence,

in accordance with the requirements outlined in this proposal and our approvals package, at the time the balance of materials is delivered. If the site is not ready at that time, the General Contractor will be responsible for a remobilization fee.

14. Procedures on how to maintain and adjust elevator equipment will not be included in owners training. You agree to restrict access to the equipment to only our authorized personnel. During NIS and for the term of any future Otis maintenance contract, you agree not to permit others to make alterations, additions, adjustments, repairs, or replacements to the equipment. Failure to comply with this requirement may result in the termination of NIS or other agreed upon warranty or maintenance services.
15. 12 months of full maintenance will be provided upon final acceptance. The scheduling of this maintenance will be determined by Otis maintenance management system (OMMS).
16. New Installation Service period shall include emergency callbacks during normal working hours. Callbacks outside normal working hours will be billed at our standard rate.
17. Otis shall provide an electronic copy of our standard Owner's Maintenance (O&M) Manuals and shall conduct Owner orientation prior to elevator turnover. Otis will not provide detailed maintenance, troubleshooting, or repair information or train Owner's personnel on procedures for maintaining, troubleshooting, or repairing the elevator system. If a video recording of owner's orientation is required, the video recording, camera and editing is to be provided by others.

# Terms and Conditions

1. This proposal is submitted with the understanding that any contract resulting therefrom will be subject to review and mutual acceptance of all terms and conditions contained therein. It is conditioned on neither party being liable to the other for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, water damage, flood, earthquake, riot, civil commotion, war, malicious mischief, or act of God. Under no conditions, shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.
2. If payment and performance bonds are requested of us, please add ($7.50 per $1000) of resulting contract amount.
3. It is agreed that Otis shall not be responsible for any Liquidated Damages. Should the contract documents require provisions for Liquidated Damages, our bid is contingent upon review of the schedule to assure we can achieve the desired date with our standard lead times.
4. We agree to provide evidence of insurance coverage but cannot name others as additional insured or waive our rights of subrogation. All insurance coverage afforded to you or others shall terminate upon final acceptance of the work. If "Owners and Contractors Protective Insurance" is required in addition to our standard Certificate of insurance add ($7.50 per $1000).
5. If the project is covered by an Owner/Contractor Controlled Insurance Program ("OCIP/CCIP), Otis agrees to participate provided [it is at no cost to Otis][the cost to Otis does not exceed [cost]] and subject to its review and acceptance of the proposed program. The OCP obligation is waived and any obligation of Otis to name others as Additional Insured shall be for off-site operations only.
6. Otis will provide surety bond(s) in the form provided by Otis' Surety at no cost to Otis. This is in lieu of participation in any type of surety wrap-up or Subguard program.
7. Otis elevators are equipped with Otis ONE™, an Internet of things (IoT) platform that enables you to harness the power of advanced monitoring, data analytics, and predictive maintenance to help identify and

address certain potential issues before they occur, increasing elevator uptime and reducing service disruptions. Multiple Otis ONE™ subscription packages are available to customize your service experience including voice and video options to enhance the passenger experience.

8. Otis has no ownership of CUSTOMER DATA but shall have a limited license to use such CUSTOMER DATA in connection with the performance of its obligations under any future contract between Otis and customer and/or owner. "CUSTOMER DATA" shall mean any personal information and/or application usage data combined with personal information that Otis receives from you, owner or its end users, has access to, or otherwise processes for or on your behalf or on end-user's behalf in connection with any future contract between Otis and customer and/or owner. The following data shall remain the property of Otis: all data (i) related to and generated by the equipment or any future digital services to which you may subscribe for use in relation to the provision of the services provided by Otis, (ii) generated by Otis remote diagnostics, service diagnostic and predictive analytical tools, and (iii) anonymized aggregated data derived from CUSTOMER DATA that cannot reasonably be manipulated to identify any information.
9. All software supplied is licensed to you or your successors but only for use with, and for operation of this elevator/escalator. Conditioned upon your compliance with this proposal and the terms of any future Otis contract, Otis grants to you a personal, nonexclusive, non-sublicensable, nontransferable, revocable license to the software resident in the equipment or any future digital services to which you may subscribe for use in relation to the provision of the services provided by Otis. You will keep the software resident in the equipment in confidence as a trade secret of Otis and will not permit others to use, access, examine, copy, disclose, disassemble or reverse engineer such software.
10. Otis will not supply information such as internal Otis manuals, manufacturing drawings or source code. Any counters, meters, tools, remote monitoring devices, communication devices, or other such equipment that we may use or install to deliver service under this proposal and any resulting contract remains our property, solely for the use of our employees. Such equipment is not considered as part of the elevator/escalator. If the contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove such equipment, including the resident software, at our expense.
11. In the event the transactions contemplated hereunder are restricted by U.S. Government or other applicable laws and regulations, including but not limited to those designating certain parties as "denied," "restricted," or similarly ineligible to do business with U.S. entities, this agreement will be deemed void, and Customer shall pay Otis all sums owed for the goods and services that may have been provided up to such time according to the rates contained in this agreement.
12. Our proposal is based the following payment terms:

| **Description** | **Percent of Total Contract Value / Billing Cycle** |
|---|---|
| Design, Engineering, Material procurement, Superintendent's initial site visit, and Layouts | 30% Billed upon award. Due within 30 days from date of invoice or prior to release of factory orders, whichever occurs first. |
| Factory Materials | 50% Billed the month before shipment occurs. Due within 30 days from date of invoice or prior to installation, whichever occurs first. Installation will not commence until this material payment is made. |
| Installation Labor for Gen3 Core Elevators | Billed each month as work progresses. All labor to be paid prior to turnover of equipment. |
| Retention | 5% Due 30 days after turnover of equipment |

# Preparatory Work by Others

The following items must be performed or furnished at no cost to Otis Elevator Company ("Otis") by the Owner or General Contractor or their agents in accordance with governing codes. The price and installation schedule of Otis Elevator Company is based on these job-site conditions existing at the beginning and during installation of the elevator equipment. Failure to provide the items specified in this list will result in additional work or installation delays performed by Otis Elevator beyond the scope of our contract and a change order will be submitted for materials and/or labor expended. Please refer to our Installation Handbook for details and dimensions for the following items.

All work to be performed per the latest revision of the applicable national code and/or local code.

## General Prep Work for Gen3 Core Elevators

1. Provide on-site storage area for elevator equipment as follows:

   Dry and enclosed, provides roll-able access to the elevator hoistway at the ground level, located within 100 feet (30480 mm) of the hoistway and is larger than 25 x 20 feet (7620 mm x 6096 mm) per elevator. Any warranties provided by Otis for elevator equipment are null and void if equipment is stored in a manner other than a dry enclosed building structure.
2. Provide secure, sufficient on-site refuse containers for the proper disposal of elevator packaging material. Should such refuse containers not be provided, disposal of packaging material shall become the responsibility of the owner.
3. Provide any cutouts to accommodate elevator equipment (troughing, venting, and hall fixtures), along with the patching/painting of walls, floors, or partitions together with finish painting of entrance doors and frames, if required.

## Hoistway and Pit Prep Work for Gen3 Core Elevators

4. Provide and install a steel, I-beam shaped safety beam with a maximum flange width of 8 $^{11}/_{16}$ in (220mm), from side wall to side wall at the top of the hoistway, capable of withstanding a minimum net live load of 7500 lb (3402 kg) per elevator. Reference Otis Layout for location. A 4 in minimum clearance is required from top of beam to top of hoistway.
5. Provide a clear plumb hoistway with variations from the size shown on the Otis layout not to exceed 0 in / +1 in (25mm) and not less than the clear dimensions shown on the Otis Layout.
6. Provide adequate rail bracket supports, bracket spacing as required by governing code, from pit floor to top of hoistway to comply with the rail reaction forces detailed on the Otis Contract Layout. Provide adequate support for the top rail brackets at locations above the top landing as specified on the Otis Layout. Provide separator beams where required. Unless approved by Otis, rail-bracket attachment supports must be exposed and flush with the clear hoistway line.
7. If the floor-to-floor height exceeds the maximum bracket spacing allowed by the elevator code, Otis requires some form of steel support to properly attach our guide rail brackets. The maximum allowed bracket spacing is indicated in the rail force and bracket detail table on elevator layout. Any rail bracket mounting surfaces that are not in line with the finished hoistway dimension (i.e., the clear hoistway line) may

need to be extended to meet the required distance. Otis agrees to provide guidance on this matter at the appropriate time.

8. If rail bracket embedded plates or inserts are provided by Otis, they shall be installed by others in accordance with Otis documentation and instructions.
9. If vertical tube steel is utilized as rail support, see the Otis layout for any specific requirements.
10. Provide adequate support at all fastening points of each entrance. Provide plumb vertical surfaces for entrances and building sill line.
11. Provide adequate support at all fastening points of each entrance. Provide plumb vertical surfaces for entrances and building sill line.
12. Prior to the start of installation, provide a dry, properly framed, enclosed, and vented hoistway in accordance with all applicable codes.
13. A.) Protection from Falls:

    As required by the Occupational Safety and Health Administration (OSHA) 1926.502 B) (1-3), a freestanding removable barricade at each hoistway opening at each floor. Barricades shall be 42 in (1067 mm) high, with mid-rail and kick board, and withstand 200 lbs (90.7 kg) of vertical and horizontal pressure

    B.) Protection from Falling Objects:

    As required by the Occupational Safety and Health Administration, (OSHA) 1926.502(j), hoistway protection from falling debris and other trades materials by either:

    i. Full entrance screening/mesh in front of all elevator entrances
    ii. Secured/controlled access to all elevator lobbies (lock and key) with posted Notice "only elevator personnel beyond this protection."

    Notes:

    Items A.) and B.) can be integrated systems.

    Hoistway barricades and screening shall be constructed, maintained and removed by others.
14. Provide a pit floor designed to sustain vertical forces (forces based on safety impact) on car and counterweight rails and impact loads on car and counterweight buffers as shown in the Otis layout. The pit must be dry and clean. The elevator pit must have a floor drain or sump pump to prevent the accumulation of water. Location to be coordinated with Otis to avoid all elevator components and access areas. In areas requiring Firefighter's Emergency Operation (FEO), a sump pump/drain shall be provided that shall have the capacity to remove a minimum of 11.4 $m^3$/hr (3,000 gal/hr) per elevator (2.2.2.5, ASME A17.1-2007/CSA B44-07). Otis recommends that the owner verify the drain or sump pump system complies with all applicable codes and laws.
15. The front entrance wall at the main landing, is not to be constructed until after all elevator equipment is installed in the hoistway (the entire front wall's width -see clear hoistway width on Scope page- must be open for installation). Remaining front entrance walls are not to be constructed until after door frames and sills are in place.

    The rough openings, per sizes shown on the Otis layout, are required. Prior to the completion and turnover of elevator(s), all entrance walls must be installed, and rough openings filled in complete to maintain fire rated hoistway requirements.
16. Provide and install a fixed vertical iron ladder in each pit as required by governing code and located per Otis layouts or as coordinated with Otis personnel. Ladder width and pocket requirements are shown in the pit plan view on the Otis layout.

17. Install a permanent light fixture in each elevator pit with illumination of not less than 100 lux (10 fc) as measured at the pit floor. The light bulb(s) shall be externally guarded to prevent contact and accidental breakage. The light switch shall be so located as to be accessible from the pit ladder.
18. Glass used in hoistway construction must block ≥ 98% of incident full spectrum ultraviolet radiation for the full height of the hoistway.
19. Provide and install guarding of counterweight in a multiple-elevator hoistway as required, when a counterweight is located between elevators, the counterweight runway shall be guarded on the side next to the adjacent elevator. The guarding must meet or exceed the requirements of ASME A17.1/CSA B44 latest applicable code year, section 2.3.2.3.
20. If an emergency door in a blind hoistway is required, provide an outward swinging single section type door with door closer and a self-closing barrier per ASME A17.1/CSA B44 latest applicable code year, section 2.11.1.2. Contact your local Otis personnel for a detailed drawing (AAA26900D_FMI) showing Otis specific requirements.

# Fire Prevention Prep Work for Gen3 Core Elevators

21. Provide hoistway walls designed and constructed in accordance with the required fire rating (including those places where elevator fixture boxes, rail bracket fastenings, and any other penetration into the hoistway walls).
22. Provide smoke detectors, located as required, with wiring from the sensing devices to the controller(s) designated by Otis.
    a. For each group of elevators, provide a normally closed contact representing the smoke detector at the designated return landing.
    b. For each group of elevators, provide a normally closed contact representing all smoke detectors located in lobbies, hoistways, or control rooms/spaces, but not the smoke detector at the designated return landing (see above) or the smoke detectors as described in the bulleted items below.
        i- If a smoke detector is located in the hoistway at or below the lower of the two recall landings, it shall be wired to activate the same normally closed contact as the smoke detector located in the lobby at the lower of the two recall landings.
        ii- If the control room(s)/space(s) are located at the designated return landing, the smoke detectors located therein shall be wired to activate the same normally closed contact as the smoke detector at the designated landing.
    c. Requirements for intermittently illuminating the fire hat visual signal" the car operating panel, either-bullets below apply.
        i- For a single unit or for a group of elevators having one common control room/space and one common hoistway, provide one additional normally closed contact representing the control room/space and hoistway smoke detectors.
        ii- If the group contains more than one hoistway and hoistway smoke detectors are installed, or if the group has more than one control room/space, provide one normally closed contact for each elevator. The contact is to represent the smoke detector in the control room/space for that particular elevator, and any smoke detectors in the hoistway containing that particular elevator.
23. If sprinklers are installed in the hoistway(s), control room(s)/space(s), or machine space(s), a means to automatically disconnect the main line power supply of the affected elevator and any other power supplies used to move the elevator upon or prior to the application of water is required (unless prohibited

by local code). Smoke detectors shall not be used to activate sprinklers in hoistway(s), machine/control room(s) or machinery spaces or to disconnect the main power supply.

In addition, when the Automatic Recovery Operation (ARO) is specified, the means provided to automatically disconnect power to the elevator shall be equipped with an additional auxiliary contact that is positively opened when power is removed from the elevator system. This automatically controlled mainline disconnect must be provided with all associated wiring and conduit to the controller.

24. Provide control/machine room/space(s) and door to code compliant, fire-resistive construction.
25. Provide and "ABC" fire extinguisher, minimum 10 lbs, in control/machine room.

# Electrical Requirements for Gen3 Core Elevators

26. Provide a permanent three (3) phase electrical-feeder system with a separate equipment-grounding conductor terminating in the elevator control room/space(s), located per Otis layout. Feeder conductors and grounding conductor sized according to elevator current characteristics as shown on the Otis Confirmation of Power Supply Form. Feeder conductors and grounding conductor must be copper. Provide a fused disconnect switch or circuit breaker capable of being locked in the open position, for each elevator per the National Electrical Code (ASME/NFPA 70) or Canadian Electrical Code (C22.1) with feeder or branch wiring to elevator controller [NEC 620-51, 620-61(D), and 620-62] or [CEC Rule 38-013 (2) (a)] located at the point of power distribution in the building. The disconnecting means required by the National Electrical Code or Canadian Electrical Code CEC [Rule 38-051] shall be provided with all associated wiring and conduit to the elevator controller. Size of main contacts to suit elevator power characteristics. Fuses, if provided, are to be current limiting class J or equivalent. Circuit breakers, if provided, are to have current limiting characteristics equivalent to class J fuses. Fuses or circuit breakers are to be time delay to cover the full load up accelerating current. Accelerating current typically is the peak as indicated on the Otis Confirmation of Power Supply Form and lasts for a duration not to exceed 7 seconds. Feeder conductors and associated wiring to the controller to be sized to limit wiring voltage drop to 5% maximum when delivering elevator full load up accelerating current. The building power system used to operate the elevator(s) shall be capable of supplying non-linear loads and be capable of absorbing the regenerated power listed on the Otis Confirmation of Power Supply Form.
27. If a transformer is required and the controller is to be located in the hoistway entrance, the transformer must be located in an electrical room. The transformer must be mounted and wired as per the National Electrical Code (ASME/NFPA 70) or Canadian Electrical Code (C22.1). Provide conduit and wiring to transformer as well as between the transformer and the controller located in the hoistway in accordance with National Electrical Code (ASME/NFPA 70) or Canadian Electrical Code (C22.1). Contact your local Otis representative for details.
28. All 125-volt, 15 or 20 ampere single-phase receptacles installed in pit(s), machine space(s), control room(s)/space(s) shall be of the ground-fault circuit-interrupter type. A dedicated single-phase receptacle supplying a permanently installed pit sump pump shall not require GFCI protection.
29. Provide electric power for lights, tools, welding, hoisting, etc. during installation with sufficient power for starting, testing and adjusting the elevator.
30. Provide a 220-volt, 30 ampere single-phase, four-wire electrical supply during construction and ready at the start of elevator installation.
31. Provide one (1) dedicated outside telephone line, per elevator, to the elevator control room/space(s) and terminated at the controller designated by the Otis construction superintendent. Reference A17.1 code and the Otis Confirmation of Power Letter for specific requirements.
32. **Emergency Personnel Communication**

i. In areas under the jurisdiction of AMSE A17.1-2004/CSA B44 or later where the elevator travel is greater than or equal to 60 feet (18 m), provide two-way voice communications means that shall enable emergency personnel within the building to establish communications to each car individually without intervention by a person within the car. The communication means shall override communications to the outside of the building and once established shall only be terminated by emergency personnel outside the car. Refer to AMSE A17.1-2004 CSA B44 or later, section 2.27.1.1.4 for exact requirements.

**You agree to indemnify and save Otis harmless against any and all liability and costs arising out of your failure to carry out any of the foregoing requirements.**

# Contract summary

## FOR INSTALLATION CONTRACT

The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

| | |
|---|---|
| **PRICE** | **$233,000.00** |

This proposal shall be a binding Contract between you, or the party identified below for whom you are authorized to contract, and us when accepted by you and our authorized representative through execution of this proposal; or by your authorizing us to perform work for the project and our commencing such work. This quotation is valid for thirty (30) days from the date of submission unless changed by us prior to a fully executed contract.

Accepted in duplicate

Submitted by: **Jordan Neville**

| **CUSTOMER** | | **OTIS ELEVATOR COMPANY** | |
|---|---|---|---|
| Approved by authorized representative | | Approved by authorized representative | |
| Date: | | Date: | |
| Signed: | | Signed: | |
| Print name: | | Print name: | |
| Title: | | Title: | |
| Name of company: | | | |

| | | | |
|---|---|---|---|
| Tender reference: | | F7NG6861 | |
| Date: | | Date: | |