REQUEST FOR WAIVER FROM ACCESSIBILITY REQUIREMENTS OF CHAPTER 553, PART II, FLORIDA STATUTES

Your application will be reviewed by the Accessibility Advisory Council and its recommendations will be presented to the Florida Building Commission. You will have the opportunity to answer questions and/or make a short presentation, not to exceed 15 minutes, at each meeting. The Commission will consider all information presented and the Council's recommendation before voting on the waiver request.

1. **Name and address of project for which the waiver is requested.**

Name: Alpha Delta Pi Sorority, Florida State University

Address: 537 West Jefferson Street, Tallahassee, FL

2. **Name of Applicant. If other than the owner, please indicate relationship of applicant to owner and written authorization by owner in space provided:**

Applicant's Name: Michael A. Conn, AIA

Applicant's Address: 1960-C Buford Boulevard, Tallahassee, FL 32308

Applicant's Telephone: (850) 878-8784 **FAX**: (850) 878-8784

Applicant's E-mail Address: mconn@connandassociates.com

Relationship to Owner: Architect / Owner's Representative

Owner's/Tenant's Name: Adelphean Corp. / Alpha Delta Pi; Owner Representative: Linda Hilaman

Owner's Address: 537 West Jefferson Street, Tallahassee, FL

Owner's Telephone: (850) 544-5737 **FAX**

Owner's E-mail Address: linda.hilaman@raymondjames.com

Signature of Owner: Linda Hilaman

3. **Please check one of the following:**

[ ] New construction.

[ ] Addition to a building or facility.

[X] Alteration to an existing building or facility.

[ ] Historical preservation (addition).

[ ] Historical preservation (alteration).

4. **Type of facility.** Please describe the building (square footage, number of floors). Define the use of the building (i.e., restaurant, office, retail, recreation, hotel/motel, etc.)
The existing building is a 14,995 (+/-) square feet three-story sorority house, with 2,738 (+/-) square feet on the ground floor (partial walk-out basement), 7,144 (+/-) square feet on the first floor, and 5,113 (+/-) square feet on the second floor. The new addition will add approximately 1,700 (+/-) square feet to the ground floor only. No work is being done on the first or second floors, with the exception of a small dumbwaiter which will connect the ground floor to the first floor kitchen.

5. **Project Construction Cost (Provide cost for new construction, the addition, or the alteration):**
$ 350,000.00

6. **Project Status:** Please check the phase of construction that best describes your project at the time of this application. Describe status.

[X] Under Design [ ] Under Construction*

[ ] In Plan Review [ ] Completed*

* Briefly explain why the request has now been referred to the Commission.

7. **Requirements requested to be waived.** Please reference the applicable section of Florida law. Only Florida-specific accessibility requirements may be waived.

Issue

1: Florida Statutes Section 553.509 Vertical Accessibility.

Issue

2: 2010 Florida Accessibility Code (FAC), Section 202.3 Section 202.3 requires that an alteration to an existing space comply with the requirements of FAC Chapter 2 and Section 201.1.1. Section 201.1.1 requires providing vertical accessibility to all levels above and below the occupiable grade level.

Issue

3:

8. **Reason(s) for Waiver Request:** The Florida Building Commission may grant waivers of Florida-specific accessibility requirements upon a determination of unnecessary, unreasonable or extreme hardship. Please describe how this project meets the following hardship criteria. Explain all that would apply for consideration of granting the waiver.

[ ] The hardship is caused by a condition or set of conditions affecting the owner which does not affect owners in general.

[X] Substantial financial costs will be incurred by the owner if the waiver is denied.
The estimated cost of the renovation is $ 350,000. Twenty percent (20%) of $ 350,000 is $70,000. The new accessible elements already included in the project (accessible parking space and access aisle, accessible entry door, two (2)accessible restrooms, accessible drinking fountain, and interior ramp) will consume a significant portion of the 20% allocation for accessibility. The national average for a 3-stop commercial elevator installed, with the shaft enclosure, is in the range of $ 90,000 to $ 100,000. Please see the attached elevator quotes. Please note that these quotes are only for the elevator equipment and installation and do not include construction of the shaft enclosure or any alterations to the existing building.

[ ] The owner has made a **diligent investigation** into the costs of compliance with the code, but cannot find an efficient mode of compliance. Provide detailed cost estimates and, where appropriate, photographs. Cost estimates must include bids and quotes.

9. **Provide documented cost estimates for each portion of the waiver request and identify any additional supporting data which may affect the cost estimates.** For example, for vertical accessibility, the lowest documented cost of an elevator, ramp, lift or other method of providing

vertical accessibility should be provided, documented by quotations or bids from at least two vendors or contractors.

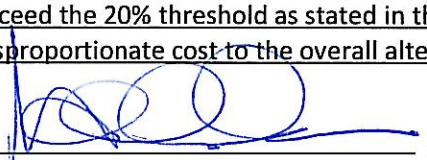
a. Estimated price for a 2,100 lb capacity hydraulic holeless elevator by ThyssenKrupp Elevator Company, Inc. – $ 52,000.00. Please note that this quoted price includes the elevator equipment and installation only. Associated costs for construction of the elevator shaft enclosure and alterations to the existing building are **not** included in the estimated price.

b. Estimated price for a 2,100 lb capacity hydraulic holeless elevator by Otis Elevator Company, Inc. – $ 62,000.00. Please note that this quoted price includes the elevator equipment and installation only. Associated costs for construction of the elevator shaft enclosure and alterations to the existing building are **not** included in the estimated price.

c. Estimated price for a 2,000 lb capacity gearless traction elevator by KONE, Inc. – $ 69,800.00. Please note that this quoted price includes the elevator equipment and installation only. Associated costs for construction of the elevator shaft enclosure and alterations to the existing building are **not** included in the estimated price.

10. **Licensed Design Professional**: Where a licensed design has designed the project, his or her comments **MUST** be included and certified by signature and affixing of his or her professional seal. The comments must include the reason(s) why the waiver is necessary.

The existing building was originally constructed in 1909 and subsequently added to over the years. The existing ground floor does not meet accessibility requirements. The proposed renovations will add accessible parking, entry, restrooms, drinking fountain, and interior ramp on the ground floor. It is our opinion that these modifications, along with the substantial cost of installing an elevator will greatly exceed the 20% threshold as stated in the 2010 FAC Section 202.4, thereby representing a disproportionate cost to the overall alteration.



Michael A. Conn, AIA

Signature **Printed Name**

Phone number (850) 878-8784

(SEAL)

CERTIFICATION OF APPLICANT:

I hereby declare that the applicable documents in support of this Request for Waiver are attached for review by the Florida Building Commission and that all statements made in this application are to the best of my knowledge true and correct.

Dated this 2nd day of January, 2014

Signature

Michael A. Conn,

Printed Name

I understand that if I falsify, misrepresent, or omit any material information on this document, the Commission may revoke any order and will notify the building official of the permitting jurisdiction.

KNOWINGLY MAKING A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OFFICIAL DUTY IS A MISDEAMEANOR OF THE SECOND DEGREE PURSUANT TO SECTION 837.06 F.S. AND SECTION 775.083, F.S.

REVIEW AND RECOMMENDATION BY LOCAL BUILDING DEPARTMENT.

Please state why the issue is being referred to the Florida Building Commission as well as a recommendation for disposition. The Building Official or his or her designee should review the application and indicate that to the best of his or her knowledge, all information stipulated herein is true and accurate. Further, if this project is complete, explain why it is being referred to the Commission. The Building Official or his or her designee should sign a copy of the plans accompanying this application as certification that such plans are the same as those submitted for building department review. Please reference the applicable section of the Accessibility Code.

a. The project is currently in the Design / Construction Documents phase and has not yet been submitted to the Building Department for Review

b. _____

c. _____

Has there been any permitted construction activity on this building during the past three years? If so, what was the cost of construction?

[ ] Yes [ ] No Cost of Construction _____

Comments/Recommendation_____

_____

Jurisdiction _____

Building Official or Designee _____
Signature

_____
Printed Name

_____
Certification Number

_____
Telephone/FAX

_____
Email Address

Address: _____

_____.

Not Applicable

Certification of Licensed Design Professional for Replicated Designs to be Placed on Consent Agenda

Note: Fill out pages _____ only for cases in which design documents are duplicates of previously approved waivers and the project can be placed on a Consent Agenda.

I,_____, a licensed architect/engineer in the state of Florida, whose Florida license number is _____, hereby state as follows:

1. I am the architect/engineer of record for the project known as (name of project) _____ _____, for which the Owner seeks a waiver of one or more accessibility requirements in an application to which this Certification is attached.

2. I hereby certify that to the best of my knowledge and belief to the Florida Building Commission that the design documents for the (insert project described in paragraph 1 above)_____ are the same as the design documents previously submitted to the Commission and referenced in paragraph 3 below, except that the two projects are built or to be built on different parcels of land at different locations.

3. The licensed design professional of record (identify the licensed design professional of record), _____, prepared the design documents for the project known as _____, for which the majority of the Accessibility Advisory Council recommended approval and the Commission granted a waiver of one or more accessibility requirements in Final Order No. _____.

Printed Name: _____ Affix certification seal below:

Address: _____

_____

Telephone: _____

Fax: _____

E-Mail Address: _____

JEFFERSON STREET

(60' R/W BY PLAT)

SEWER MANHOLE
TOP EL.=142.61
INV EL.=133.61

CURB & GUTTER

BENCHMARK–
TOP OF CONCRETE
MONUMENT ELEV.=
141.73

TELEPHONE MANHOLE

EAST
EAST

(BEARING BASE)

169.50'(S)
169.75'(D)

RIGHT–OF–WAY

EAST 127.45'(D)

P.O.B.
FIR NO#
TOP=144.05

P.O.C.– THE NORTHWEST CORNER OF TALLAHASSEE CITY LOT No. 31 IN THE NORTH HALF OF THE COUNTY QUARTER ADDITION, AS PER DEED BOOK "OO", PAGE 591, LEON COUNTY, FLORIDA

MAGNOLIAS

CONCRETE SIDEWALK

MAGNOLIAS

RIGHT–OF–WAY

BRICK WALL

BRICK WALL

FCM NO#
TOP=141.73

FENCE ON PROPERTY LINE

37" OAK

KAPPA ALPHA HOUSE CORP.
PARCEL #2136800317520
555 W. JEFFERSON ST.
O.R. 4246, PG. 560

PI BETA PHI BLDG ASSN.
PARCEL #2136800237355
519 W. JEFFERSON ST.
O.R. 1334, PG. 418

CREPE MYRTLE

BRICK SIDEWALK

CREPE MYRTLES

BRICK WALK

CREPE MYRTLES

3– BUSHES

24" PINE

COVERED PORCH

PERGOLA

PALM

260'(D)
261.66'(S)

261.66'(S)
260'(D)

COUNTY QUARTER SUBD.,
PLAT BOOK 1 , PAGE 13

31

2 PARKING SPACES

A/C UNIT

STEEL STAIRS

TREE

6' HIGH CHAIN LINK FENCE

3–STORY WOOD
FRAME BUILDING
FIRST FLOOR ELEV.=132.58
SECOND FLOOR ELEV.=142.43

HOLLY

HOLLY

25" OAK

GAS METER

6' CHAIN LINK FENCE

ADELPHEAN CORP.
ALPHA DELTA PI
PARCEL #2136800317365
537 W. JEFFERSON ST.
O.R. 216, PG. 534

COVERED PORCH

BRICK PATIO

TREE

37" LIVEOAK

A/C UNITS

PROPOSED COURTYARD

FCM# 3208

24" LIVEOAK

A/C UNIT

FIR# 732

PROPOSED 1-STORY
ADDITION: 1,700 G.S.F.

STEPS

WALL ON PROPERTY LINE

STEEL POSTS

WOOD DECK
0.3' INSIDE
PROPERTY

10 PARKING SPACES

FIP(NO#)
0.25' WEST
0.74' SOUTH

N00°00'14"E
NORTHERLY

4 PARKING SPACES

YARD DRAIN
TOP=132.05

BUSH

A/C UNITS

HEDGE

SOUTHERLY
S00°19'02"E

CONCRETE WALK

TREE

FIRE DEPARTMENT CONNECTION

13 PARKING SPACES

BUSH

LS

NEW ACCESS. PARKING
SPACE AND AISLE

ASPHALT
PARKING

CONCRETE PARKING

CONC. WALL

STEEL POST

16" OAK

CONC. WALL

DUMPSTER AREA

CONC. WALL

EXTRUDED CURB

LS

13 PARKING SPACES

18" OAK

ME ISRIS INC.
PARCEL #2136800317530
318 S. COPELAND ST.
O.R. 1745, PG. 2321

CITY OF TALLAHASSEE
PARCEL #2136800237370
526 W. PENSACOLA ST.
O.R. 1796, PG. 1562

THE SOUTHWEST CORNER OF TALLAHASSEE CITY LOT No. 31 IN THE NORTH HALF OF THE COUNTY QUARTER ADDITION, AS PER DEED BOOK "QQ", PAGE 591, LEON COUNTY, FLORIDA

6' HIGH CHAIN LINK FENCE

LS

BACKFLOW PREVENTER

6' HIGH CHAIN LINK FENCES

WALL ON PROPERTY LINE

NATURAL BUFFER (MIXED VEGETATION)

WEST 297.2'(D)

RIGHT–OF–WAY

WEST 170.6'(D)
WEST 170.96'(S)

BENCHMARK
FIR #732
TOP=120.72

RIGHT–OF–WAY

SIR# LB5509

WEST BACKFLOW PREVENTER

WM

WATER VALVE

CURB & GUTTER

SEWER MANHOLE
TOP EL.=121.01
INV EL.=113.01

WATER VALVE

WATER VALVE

PENSACOLA STREET

(60' R/W BY PLAT)

COPELAND STREET

(60' R/W BY PLAT)

PROPOSED REMODELED SITE PLAN

FSU ALPHA DELTA PI SORORITY RENOVATION 1/16" = 1'-0"

FSU ALPHA DELTA PI SORORITY RENOVATIONS
537 W. JEFFERSON STREET, TALLAHASSEE, FL

PROPOSED REMODELED SITE PLAN

CONN ARCHITECTS & ASSOCIATES
1960 C Bilford Blvd. ■ Tallahassee, Florida 32308 ■ Phone/Fax 850.878.6204
www.connandassociates.com ■ License No. AA C001562

DATE JAN. 02, 2014
DRAWN BY SAM
REVISED
JOB NO. 13-201
DATE
SHEET NUMBER A0.1

EXISTING CONCRETE PARKING
EXISTING GRASS AREA
LANDSCAPING
PACKAGED A/C UNIT
EXISTING STAIR
UP
PACKAGED A/C UNIT
EXISTING BRICK PAVER WALK
EXISTING LANDSCAPING
HEAT PUMP
HEAT PUMP
LANDSCAPING
FP
BULKHEAD
CT
METER
DISC.
BOILER
MECH. / ELECT.
HW TANK
HW TANK
PNL
PNL
PNL
CHAPTER ROOM
ICE
REF.
KITCHENETTE
REF.
STORAGE
STORAGE
DISC.
PNL
PNL
TLT.
VEST.
ENTRY
STORAGE
ACCESS DOOR
DN
UP
UP
DN
ACCESS DOOR
PAINT CAB.
F.D. CONN.
UP
CAB.
VEND.
VEND.
W
W
W
D
D
D
CHAPTER ROOM
STAIR
LAUNDRY
FRZR
CRAWLSPACE (UNEXCAVATED)
(NOT IN SCOPE)
EXISTING CONCRETE PARKING
EXISTING CONC. SIDEWALK
EXISTING BRICK PAVER SIDEWALK
CONC. DRAINAGE SWALE
CONC. DRAINAGE SWALE
LANDSCAPING
UP
EXISTING BRICK STEPS
EXISTING LANDSCAPING
EXISTING LANDSCAPING
UP
EXISTING EGRESS STAIR
LANDSCAPING
EXISTING ASPHALT PARKING
EXISTING GRASS AREA
EXISTING ARBOR ARCH W/ STEPS BELOW
LANDSCAPING
EXISTING GRASS AREA
UP
EXISTING BRICK STEPS
LANDSCAPING
EXISTING BRICK PAVER WALKWAY
UP
EXISTING BRICK PAVER PATIO
LANDSCAPING
GRASS
EXISTING ARBOR/ TRELLIS AND GATE
LANDSCAPING
EXISTING LANDSCAPING

EXISTING GROUND FLOOR PLAN

3/16" = 1'-0"

FSU ALPHA DELTA PI SORORITY RENOVATIONS
537 W. JEFFERSON STREET, TALLAHASSEE, FL

EXISTING GROUND FLOOR PLAN

CONN ARCHITECTS & ASSOCIATES, INC.
1960-C Buford Blvd. ■ Tallahassee, Florida 32308 ■ Phone/Fax: 850.878.8784
www.connandassociates.com ■ License No. AA C001662

DATE: JAN. 02, 2014
DRAWN BY: SAM
REVISED:
JOB NO.: 13-201
DATE:
SHEET NUMBER: A1.0

NOTE: PLAN SHOWN HAS BEEN ASSEMBLED FROM CITY OF TALLAHASSEE RECORD DRAWINGS AND IS PROVIDED FOR REFERENCE ONLY.

EXISTING FIRST FLOOR PLAN

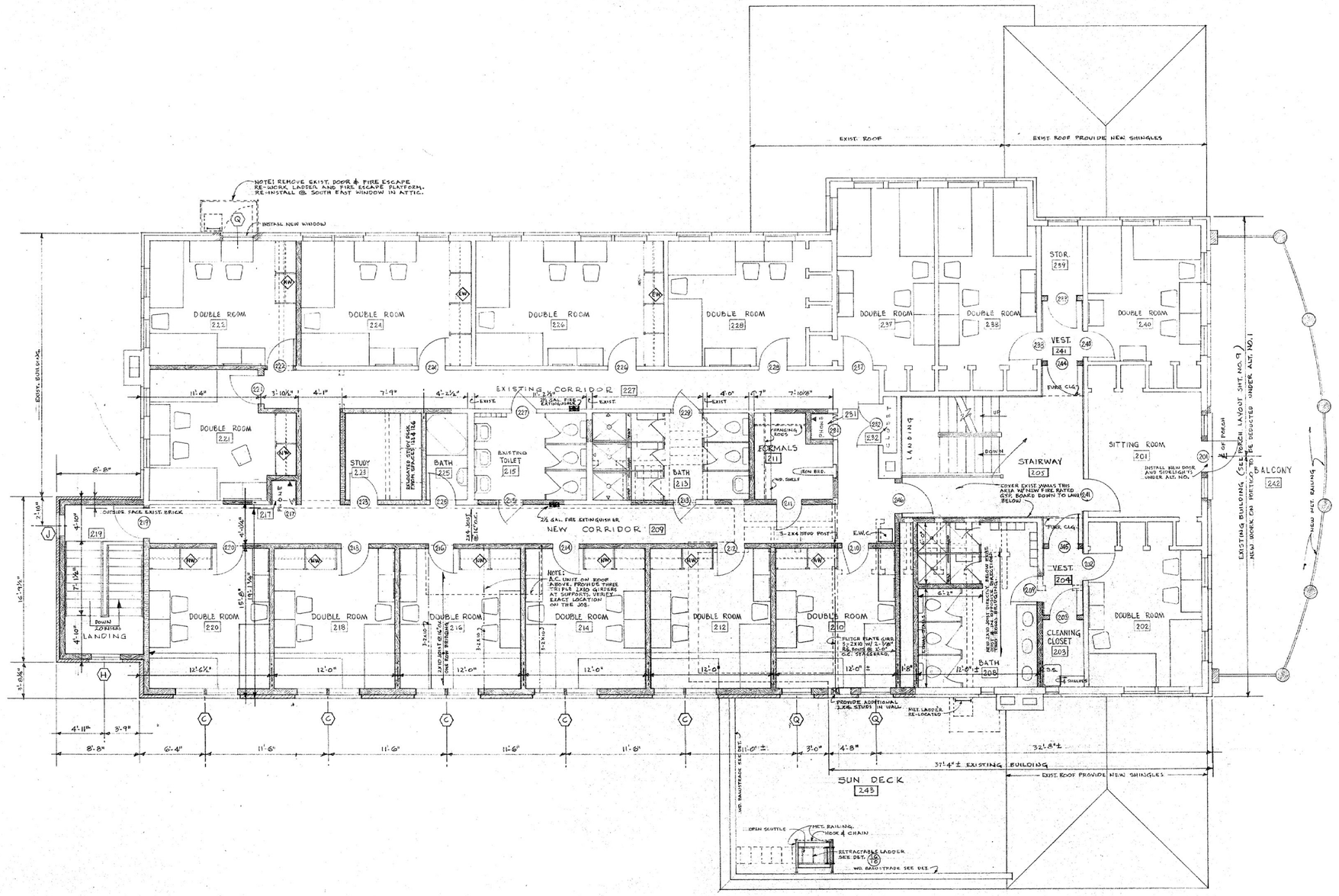
3/16" = 1'-0"

FSU ALPHA DELTA PI SORORITY RENOVATIONS
537 W. JEFFERSON STREET, TALLAHASSEE, FL

EXISTING FIRST FLOOR PLAN

CONN ARCHITECTS & ASSOCIATES INC
1960-C Buford Blvd. ■ Tallahassee, Florida 32308 ■ Phone/Fax: 850-878-8784
www.connandassociates.com ■ License No. AA C001662

DATE: JAN. 02, 2014
DRAWN BY: SAM
REVISED:
JOB NO.: 13-201
DATE:
SHEET NUMBER: A1.1



NOTE: PLAN SHOWN HAS BEEN ASSEMBLED FROM CITY OF TALLAHASSEE RECORD DRAWINGS AND IS PROVIDED FOR REFERENCE ONLY.

EXISTING SECOND FLOOR PLAN

3/16" = 1'-0"

FSU ALPHA DELTA PI SORORITY RENOVATIONS
537 W. JEFFERSON STREET, TALLAHASSEE, FL

EXISTING SECOND FLOOR PLAN

CONN ARCHITECTS & ASSOCIATES
1960 C Buford Blvd. ■ Tallahassee, Florida 32308 ■ Phone/Fax: 850.878.8784
www.connandassociates.com ■ License No. AA C001662

DATE	JAN. 02, 2014
DRAWN BY	SAM
REVISED	
JOB NO.	13-201
DATE	
SHEET NUMBER	A1.2

LEGEND

EXISTING WALLS TO REMAIN

NEW WALLS

EXISTING ASPHALT PARKING

EXISTING GRASS AREA

LANDSCAPING

PACKAGED A/C UNIT

EXISTING STAIR

UP

HEAT PUMP

HEAT PUMP

LANDSCAPING

FP

CURTAIN

BULKHEAD

CT

METER

BOILER

DISC.

MECH. / ELECT.

HW TANK

HW TANK

PNL

PNL

EXIST. CHAPTER ROOM

REF.

DUMBWAITER

KITCHENETTE

SERVICE

ENTRY

STORAGE

STORAGE

DISC. PNL PNL

TLT.

VEST.

STORAGE

ACCESS DOOR

DN

UP

UP

ACCESS DOOR

PAINT CAB.

F.D. CONN.

UP

UP

EXIST. CHAPTER ROOM

42" HIGH KNEE WALL

RAMP UP 1:12

CAB.

VEND.

VEND.

W

W

W

D

D

D

LAUNDRY

STAIR

UP

CRAWLSPACE (UNEXCAVATED)

(NOT IN SCOPE)

EXISTING CONC. SIDEWALK

EXISTING ASPHALT PARKING

EXISTING CONC. SIDEWALK

RAISED PLANTER

BENCH WALL

REF. FRZR D.W.

CATERING KITCHEN

ICE SERVICE

VEST.

EWC

WOMEN

MEN

NEW ROOF OVERHANG ON BRACKETS

NEW CHAPTER ROOM

COURTYARD

RAISED PLANTER

TABLES / CHAIRS

EXISTING LANDSCAPING

EXISTING LANDSCAPING

UP

EXISTING EGRESS STAIR

BENCH WALL

NEW OVERHEAD SHADE TRELLIS

NEW RETAINING WALL

EXISTING BRICK PAVER WALKWAY

LANDSCAPING

UP

UP

NEW RETAINING WALL

EXISTING BRICK PAVER PATIO

EXISTING BRICK STEPS

LANDSCAPING

GRASS

LANDSCAPING

EXISTING ARBOR/ TRELLIS AND GATE

NEW PAVING STONES

EXISTING LANDSCAPING

PROPOSED REMODELED GROUND FLOOR PLAN

3/16" = 1'-0"

FSU ALPHA DELTA PI SORORITY RENOVATIONS
537 W. JEFFERSON STREET, TALLAHASSEE, FL

PROPOSED REMODELED GROUND FLOOR PLAN

CONN ARCHITECTS & ASSOCIATES, INC.
1960-C Buford Blvd. ■ Tallahassee, Florida 32308 ■ Phone/Fax: 850.878.8784
www.connandassociates.com ■ License No. AA C001662

DATE: JAN. 02, 2014

DRAWN BY: SAM

REVISED

JOB NO.: 13-201

DATE

SHEET NUMBER: A2.0

12/23/2013

KONE Inc.
10003 Satellite Blvd
Orlando, FL 34657
Tel: 407-812-8033
Fax: 407-852-6439
www.kone.com
taylor.vaughan@kone.com

Conn & Associates
ATTN: Shane Moniz

RE: ADPi – Tallahassee, FL

KONE Inc. is pleased to provide you with our quotation to furnish and install 1 ***EcoSpace Gearless Traction Elevators*** for the above project. We quote a total net sum of **(*$69,800.00**)** for all labor and material required for a complete installation. Our pricing includes all applicable taxes and is valid for a period of sixty (60) days. Our pricing is based upon standard features, finishes, and dimensional requirements of the above mentioned product line, and the following clarifications:

GENERAL CLARIFICATIONS

1. KONE assumes the contract terms, insurance terms, and construction schedules will be mutually agreeable between KONE and your firm (See Attachment A). In the event that this proposal will not serve as our binding agreement, progress on this scope of work (including but not limited to booking, engineering, submittals, manufacturing, installation, and warranty) cannot begin until the scope specific Subcontract is received with all referenced documents; including Schedules, Plans, Specifications, Addenda, Prime Contract (if referenced), General Conditions, and Scope of Work. A Letter Of Intent may be issued to hold the proposal price only for a mutually agreed upon period while documents are being prepared for submittal to KONE.

2. For items that are to be furnished and installed by your firm or by other trades please see Attachment B.

3. We will work 40 straight-time hours per week (Monday through Friday), excluding nationally recognized holidays. No overtime or premium-time work has been included in our base bid. Our standard wage rate as defined by the International Union of Elevator Constructors has been included.

4. Should KONE need to leave the jobsite once material has been delivered (due to the fault of others), a remobilization charge of $2,500.00 per crew plus any tooling or equipment rental @ $75.00 per day shall be paid to KONE via change order. In addition, KONE may not have the availability of manpower to remobilize the jobsite for up to six (6) weeks.

5. Our bid is based on utilization of the contractor supplied forklift or crane to lift and set elevator equipment at no cost to KONE. We assume this work will be performed during our regular working hours.

6. Temporary use of the elevator equipment is not included in this proposal. Should the general contractor require temporary use of the elevators, we will require execution of KONE's Standard Temporary Use Agreement at our standard monthly rate.

7. The elevator cab finished flooring (by others) must not be greater than 1/2" thick and 2 lbs. per square foot.

8. We assume the elevators will be installed in a non-seismic design area. This estimate assumes non-seismic applications.

9. All miscellaneous steel for divider beams and intermediate bracket supports are to be furnished and installed by others at the locations identified on the KONE Final Layouts.

10. This proposal excludes the cost of a payment and performance bond. Please contact us should you require one.

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

12. Our proposal is predicated on appropriate access as well as safe, secure, and dry storage in an area adjacent to the elevator hoistway. We will locate this equipment at the discretion of the general contractor once, and if relocation is required, it will be considered outside our scope of work. If KONE is required to pull off site for any reason outside KONE's control, a remobilization fee of $2,500 will be charged for each occurrence

13. KONE is responsible for the up-keep and cleaning of our designated work area. This proposal does not include any provisions for composite crew clean-ups.

14. For clarification, all necessary hardware, cabling, interface panels and coordination for any security, intercom, and camera equipment is to be supplied and installed by the Security Subcontractor. KONE will only be held responsible for mounting other's equipment within the elevator cab and wiring the travel cable from the elevator to the elevator controller.

15. All necessary conduits from the elevator machine room to the elevator hoistway shall be provided and installed by others.

SITE ABSOLUTES

16. To assure a safe and efficient installation of the elevator(s), the following items must be completed, by others, prior to KONE's installation mobilization:

a) The hoistway, pit, and machine room/control space must be clean, dry, and constructed per the approved KONE final layout drawings. Rear and side walls must be completed (front opening only application) at the time the installation begins. Adequate support for entrance attachment points shall be required at all landings.
b) Adequate access for delivery of the elevator material, clean and dry storage space of not less than 10' x 20' per elevator adjacent to the elevator hoistway at the ground floor.
c) The hoistway must be plumb within +1"/-0" throughout the total hoistway height and in accordance with the approved KONE final layout drawings.
d) OSHA approved removable wooden barricades are to be installed and maintained by others, 12" away from the hoistway edges at all openings, prior to the installation of the elevators per OSHA 29 CFR 1926.502. KONE Inc. will put back any barricades that are moved by our crews during elevator installation.
e) Permanent single and three-phase power must be available in the machine room/control space.
f) KONE will provide one (1) hoist beam per elevator that must be located & installed by others per the approved KONE final layout drawings. All supports required for the beam(s) are to be furnished and installed by others. The hoist beam shall be capable of supporting the load requirements noted on our shop drawings.
g) Provide two (2) lifeline attachments at the top, front of each hoistway. Each must be capable of withstanding a 5000# load per OSHA 29 CFR 1926.502 and/or any applicable codes.
h) Applicable work areas must have adequate lighting.
i) Finished floor marks, which are visible from the hoistway openings at all landings.

PROJECT SPECIFIC CLARIFICATIONS

17. Our bid is based upon KONE performing 100% of the installation labor in 2014. If the elevator installation is delayed due to others, and will negatively affect the above mentioned schedule, then KONE will be compensated for all applicable labor escalation.

BID ATTACHMENTS:

- Bid Attachment "A": KONE Inc. General Terms and Conditions
- Bid Attachment "B": KONE Inc. Work By Others
- Bid Attachment "C": KONE Equipment Snapshot

LEADTIME SCHEDULES

Item/Process	Leadtime
Drawings:	2 weeks
Approval:	2 weeks*

After receipt of approved drawings...

Manufacture:	15 - 16 weeks
Shipping:	1 week
Installation:	9 - 10 weeks**

* Length of approval time depends on G.C./Architect's actual review time

** ***Per elevator…jobsite mobilization to be based upon a mutually agreed upon delivery date and all KONE Site Absolutes completed by others in accordance with this date.***

Thank you for the opportunity to submit our proposal for this project. We look forward to joining your construction team. If you should have any questions, comments or concerns, please do not hesitate to call me.

Sincerely,

KONE Inc.

Taylor Vaughan
New Equipment Business

Accepted by: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

This proposal, including Attachments A&B, when accepted by you and countersigned by an officer of KONE Inc., will be the entire agreement of the parties. This proposal, if accepted on any other form or document or if the terms are amended, shall not be binding on KONE Inc. unless countersigned in writing by an officer of KONE Inc.

Approved by – KONE Corporate Officer_____

Bid Attachment "A": KONE Inc General Terms and Conditions

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Proposal, together with the terms and conditions contained herein. No amendment or other change to this Proposal is binding on KONE unless it is in writing and is signed by an authorized KONE officer. KONE shall not release equipment for manufacturing prior to execution of a contract by both parties.

2. SPECIAL PURCHASING REQUIREMENTS

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

3. QUOTATION CONDITIONS

Our offer is based of obtaining a t en (10) year KONE Maintenance Agreement. Your assistance in facilitating a meeting with the owner for this purpose is appreciated. The Proposal shall be open for acceptance within the period stated in the Proposal, or when no period is stated, for a period of thirty (30) days from the date of the Proposal.

4. WORK AND SERVICES NOT INCLUDED

The Proposal is exclusive of all preparatory work, civil works, and all materials and services other than those clearly specified. Wiring and conduit outside of the hoistway and machine room are not included. The installation, maintenance, and the operating costs of the phone line for monitoring services shall be borne by the Customer. Temporary use of the equipment may be granted, if required by contract, provided the use period allows adequate time for equipment restoration for final delivery. Temporary use will be invoiced separately per the KONE Temporary Use Agreement and is subject to payment terms indicated in Part 7 of this document. The Customer shall assume all risk of temporary use and operation, supply its own operator and, at the end of the temporary use period, return the equipment to KONE in "like new" condition. Specific noise ratings cannot be guaranteed, due to the different building characteristics and ambient noise levels. Platform runtime may be granted for straight-time or overtime use in accordance with KONE's standard billing rates for additional work. Time for this use is outside of the elevator installation durations and shall constitute a time extension from any schedules previously agreed upon if not performed on overtime.

5. PRICE

Under no circumstances shall KONE be responsible for material cost adjustments resulting from project delays which extend beyond the end of the current calendar year. Labor costs included are valid only as shown in the "Project Specific Clarifications" section of this proposal listed above.

6. INSTALLATION

The work shall be performed during regular I.U.E.C. working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime work is mutually agreed upon and performed, the additional price for such work shall be added to the Proposal price at KONE's standard overtime rates. KONE will not commence overtime work without an executed change order. The installation will start only after the site is ready and the Customer has completed all the KONE site requirements. If the installation work and final acceptance cannot be performed in an uninterrupted manner for any reason beyond KONE's control, the Customer shall store and protect the supplied equipment at the Customer's risk and cost and separately compensate KONE for any costs caused by such delay including, but not limited to, double handling of equipment.

7. PAYMENT TERMS

Payments are due 30 days from invoice date, based on work progress as follows:
30% of contract value for Engineering, Site Management, Project Overhead, billable and due at the receipt of the letter of intent or subcontract.
50% of contract value for Material and Shipping, billable and due at the delivery of the equipment.
20% of contract value for Equipment Installation, billable and due at the billing cycle following the start of our installation.

KONE reserves the right to delay and/or suspend the work and services, including manufacturing, delivery, installation and/or final turnover of the equipment, for non-payment. Simple interest at 1.5% per month will be charged on amounts not paid when due. In states requiring notice prior to filing a lien, this notice requirement is deemed satisfied through this paragraph.

Prior to equipment turnover, KONE must be paid in full, less 10% maximum retention, the contract value including all change orders. Additionally, prior to turnover KONE requires a signed Final Acceptance Form and receipt of a Final Consolidated Punchlist for the project from all parties.

8. PROPERTY RIGHTS

The delivered material shall remain the property of KONE and KONE shall retain title thereto until final payment is made. The proprietary rights to any drawings, technical documentation or other intellectual property, shall remain solely with KONE. Any software delivered shall remain the property of KONE or the respective supplier.

9. WARRANTY

KONE warrants the materials and workmanship of the equipment for one (1) year after acceptance. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

10. LIABILITY LIMITATION

The Customer agrees to indemnify, defend and hold harmless KONE from any loss, damage or claim for damages or injuries, including death, connected with the use or operation of the Equipment. Should damage occur to KONE material or work on the premises, where work is to be or is being performed, by fire, theft or otherwise, the Customer is to compensate KONE for said damages. KONE's obligation to defend, indemnify and hold Customer harmless shall be limited to the extent a claim for damages or injuries results from KONE's negligent acts or omission or willful misconduct, but not the negligent acts or omissions or willful misconduct of others. KONE will not name any party as additional insured to their policy. In lieu of any additional insured requirement, KONE will provide an Owner's and Contractor's Protective Liability Policy which lists the Contractor as named insured and will remain in effect until KONE's work is completed and accepted by the Owner. Limits to be $1,000,000.00.

11. DAMAGES

KONE shall not be responsible for liquidated damages or any indirect, incidental, or consequential damages. KONE's liability under any circumstances shall be no more than 5% of the Proposal value of the equipment concerned.

12. FORCE MAJEURE

KONE shall not be liable for any loss, damage, claim or delay due to any cause beyond KONE's control including, but not limited to, acts of government, strikes, lockouts, work interruption or other labor disturbance, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God.

Bid Attachment "C": KONE Inc. Product Specification

Elevator 1

THE PROPOSED EQUIPMENT WILL BE IN ACCORDANCE WITH THE FOLLOWING DETAILS

QUANTITY AND TYPE	(1) *EcoSpace Elevator*
CAPACITY AND SPEED	2,000 lbs. at 150 fpm
LANDINGS:	2, 2 Openings
HOISTWAY SIZE AND TYPE (Per unit)	7′ – 4″ wide x 5′ – 9″ deep 8″ masonry
OVERHEAD	13′ – 0″ (under hoist beam) (minimum)
PIT DEPTH	5′ – 0″ (exact)
MACHINE LOCATION	Controller located adjacent at 1
OPERATION	Simplex, Selective Collective
POWER SUPPLY	208, 240, 480 Volts, 3 Phase AC, 60 Hz
CAB ENCLOSURE:	8′ – 0″ High Cab #4 Stainless Steel front return #4 Stainless Steel door panel Plastic Laminate Applied Panels
HOISTWAY ENTRANCES	3′ – 0″ wide x 7′ – 0″ high Single-Speed Side-Open Stainless Steel Entrances at Lobby Aluminum sills at all landings
FIXTURES	KSS 570 Stainless Steel Signalization LF88 LED Lighting
MISC	Pricing includes one (1) year parts and service warranty Includes Emergency Power Drive Includes Electric Brake Release Includes Hoist Beam and Pit Ladder

Otis Elevator Company

6631 Executive Park Court North #206
Jacksonville, FL 32216
Phone: (904) 296-6847 ext 16 Mobile: (904) 219-6856
Kyle.stopa@otis.com

Otis
A United Technologies Company

12-13-13

Project: Alpha Delta Pi at FSU, Tallahassee, FL

Dear Sir or Madam:

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

One (1) 2100lb Otis Hydrofit holeless hydraulic elevator System

Totaling (1) Units, as described in this proposal, for the sum of:

Sixty-Two Thousand Dollars $62,000.00

Please take note of the following sections of this proposal:

1. **Scope of Work**
2. **Job Specific Clarifications**
3. **Voluntary Alternates**
4. **General Clarifications**
5. **Terms and Conditions**
6. **Preparatory Work by Others**

This quotation is based upon

- This proposal and the scope of work on page 2

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.

Please call me at my mobile (904) 219-6856 if you have any questions.

Sincerely,

Kyle R. Stopa
New Equipment Sales

1. **Scope of Work**

Scope of: 3 stops - Unit 1 -F7N29977

Designation & Model	Otis HydroFit™ Elevator System	
Capacity and Speed	2100 lbs Passenger @ 100 fpm	
Stops, Floors & Rise	3 Stops- 3 Front Openings With 23 ft 6 in 0 Of Rise	
Clear Car Inside Dimensions	5 ft 9 in 1/2 wide x 4 ft 4 in 1/8 deep	
Clear Hoistway	7 ft 4 in 0 wide x 5 ft 9 in 0 deep	
Clear Overhead & Pit Depth	Overhead- 12 ft 7 in 0 Pit- 5 ft 0 in 0	
Door Type / Size	One Speed Side Slide- 36 in wide x 84 in high	
Control Space	Optional Machine Room	
Operation	Simplex	
Power Supply	480 Volts, Three Phase AC, 60 Hertz	
Cab Enclosure	Otis laminated steel cab shell, Cab Height: 93 in. Brushed stainless steel standard return, header and car door flat canopy with 4 LED down lights Brushed stainless steelRound Bar Rear Only Handrails	
Cab Flooring	Furnished and installed by others- 0.3125 inch recess	
Hoistway Entrance Finish(s)	Baked enamel entrances at front landings-1,2,3 Aluminum sills at front landings- 1,2,3	
Signals	Brushed stainless steel standard car operating panel including [!:%:If([.ILLBTNC_VALUE]<>“Yes”){"round buttons with blue illuminating halos”}EndIf::!] Hall fixtures with flat metal brushed stainless steel faceplates in entrance jamb face and brushed stainless steel flat buttons	
Constant Features	Access at top and bottom landing with zoning Firefighters’ Service Phase I and Phase II Handicapped and braille markings Optiguard® door reversal device In car lantern Otis ADA hands free phone Emergency car lighting	
Additional Features		
Code Compliance	All applicable local, state and national codes	ANSI A17.1, Florida local code and A.D.A.
	Seismic Zone 0	
Maintenance	12 months after acceptance of elevator by owner including emergency callback service during normal working hours.	

2. **Project Specification Clarifications**
Due to variations in manufacturer standards, Otis is submitting the following clarifications:

2.1. Our bid is based on manufacturing lead-time of 12 weeks after approvals.

2.2. Please note no plans or specs were available for review. Pricing is based on this bid letter only.

2.3. This proposal is provided with the understanding that materials will be ordered with sufficient lead time (as outlined in our approvals package) to allow delivery prior to 12/1/2014**.** If Otis is unable to order materials in a timely manner due to delays on behalf of the owner, general contractor and/or agent thereof, or if delivery is requested after **12/1/2014,** the owner and/or general contractor will be responsible for all cost increases incurred by Otis. 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.

2.4. When requested, Otis will provide input regarding the vertical transportation installation schedule, and Otis will contract for a specific, and mutually agreeable, installation schedule.

2.5. We have included the following features with are regarded as “upgrades” in the elevator industry:

2.5.1. Stainless steel buttons.

Flush Mount

- LED illuminated halo available in blue or white
- Satin stainless steel finish

2.5.2. Metal ceilings with LED lighting.

EFFICIENT LED LIGHTING

LED illumination, standard on the Gen2 system, reduces energy consumption and lasts up to 10 times longer than conventional fluorescent lamps.

2.6. Pit ladders are by other trades.

2.7. A safety/hoisting beam is required at the top of the hoistway and is by other trades. It should be located exactly as per the elevator shop drawings.

3. **General Clarifications**

3.1. **[All Elevator Products]** Tube steel at all floors, and in the overhead, will be provided by contractor. In addition contractor will provide tube steel between elevators running from divider beams to divider beams.

3.2. **[All Elevator Products]** The installation of the elevator equipment may require the use of specialized tools that Otis may rent. The rental cost of these specialized tools is included in this proposal for a period of **2** months per elevator, the period of time we will need to install the elevators. If there are delays to the elevator installation schedule beyond Otis’ control, and if those delays necessitate additional rental tool costs, Otis will be reimbursed for all additional rental fees and any associated labor.

3.3. Contractor will provide one (1) dedicated outside telephone line to the elevator machine room as described in the "Work by Others" section.

3.4. Fully executed change orders must be received prior to Otis performing any additional work outside the scope of the base contract. Otis will not accept oral or written "directives to proceed" without a fully executed and agreed-upon change order.

3.5. Any fees required via participation in a third party billing consolidator will be passed on to Contractor via change order and will handled in the same manner as all other change orders per our clarifications.

3.6. Change orders will be stated price (lump sum). In the event a stated price cannot be calculated, hourly rates for Time and Material (T/M) are below.

	Per Man
Regular time hourly rate:	**$140**
Overtime hourly rate:	**$280**

Please note all work is done in 2 man teams.

3.7. Contractor will communicate to Otis supervision who the signatories and/or titles, roles and positions are which are authorized to sign time tickets on-site that will be used as support documentation for T/M change orders. Work cannot commence or continue until a designated signatory signs the document.

3.8. Contractor will be responsible for providing suitable and secure on-site storage as described in the "Work By Others" section of this proposal.

3.9. If contractor is not ready to accept delivery of the material on the requested/notified delivery date, contractor will give us sufficient notice of a local point where contractor will accept delivery, and be responsible for all monthly storage fees. An extra charge will be assessed for any double handling, re-transportation or inefficiencies created by non-adjacent storage conditions.

3.10. 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.

3.11. If Otis is requested to operate the elevator for others, or perform labor outside of the scope of this work, that work will be performed in accordance with our normal hourly labor rates.

3.12. Contractor agrees to pursue and schedule the work by other trades in a timely manner so as to not interrupt our work. Should our crew(s) have to de-mobilize from the job due to delays in work by others not in our contract, we shall be entitled to a re-mobilization charge of twenty five hundred ($2,500) dollars. We will also extend the stated schedule to the extent that we are delayed.

3.13. Should any elevator be required for temporary use before final acceptance of the elevator and substantial completion, others will provide without expense to Otis Elevator Company, if required, temporary car enclosures, requisite guards or other protection for elevator hoistway openings, mainline switch with wiring, necessary power, signaling devices, lights in car and elevator operators together with any other special labor or equipment needed to permit this temporary usage. Otis Elevator Company will be reimbursed twenty five hundred ($2,500.00) dollars to cover expenses associated with the additional inspection fee and the required clean-up. Otis will also be reimbursed at the rate of fifty ($50.00) per day for the normal elevator maintenance. Neither the twenty five hundred dollar ($2,500.00) "clean-up and additional inspection" fee or the fifty dollar ($50.00) per day charge will cover elevator equipment damage that may occur during the temporary service period. Otis' temporary acceptance form will be executed before any elevator is placed in temporary use, and the cost of equipment rehabilitation will be paid for by contractor.

3.14. When an elevator is used for temporary service, the completion date may, as a result of the temporary service, be extended by Otis Elevator Company. Otis Elevator Company shall provide notice of the extension at the time the elevator is made available for the temporary service.

3.15. This proposal includes a one-time final inspection fee. Should re-inspection be required because of work that is not the responsibility of Otis, contractor will be responsible for the cost of re-inspection and remobilization for Otis personnel. A minimum change order of twenty five hundred ($2,500) dollars will be executed prior to rescheduling a follow-up inspection.

3.16. The following close-out documents will be provided: our standard owner's information manual, our standard final layout/installation drawings, and our standard warranty letter. Unless otherwise specified, 2 copies of each will be provided. Additional copies are available at $100 per set.

4. **Terms and Conditions**

4.1. Non-Otis contract language: In the event contractor does not accept Otis Standard Commercial Terms and the Otis Acknowledgement Letter, the contract price may be altered.

4.2. It is agreed that 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.

4.3. It is agreed that Otis will 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 Otis can achieve the desired date with our standard lead times. Security for elevator material delivered to the jobsite is the responsibility of the Contractor. The Contractor is responsible for all costs to replace any damaged, stolen or missing elevator equipment. Otis will not be responsible for deductibles on Builder's Risk insurance policies. Otis will provide a change order, police report, and affidavits as needed to substantiate the claim. Otis will not procure replacement equipment until a signed change order is received.

4.4. Otis will provide surety bond(s) in the form provided by Otis' Surety at no cost. This is in lieu of participation in any type of surety wrap-up or Subguard program.

4.5. If payment and performance bonds are requested of us, please add $10.00 per $1000 of resulting contract amount.

4.6. OTIS agrees 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 ($8.00 per $1000).

4.7. This proposal does not include any provision for an "Owner Controlled Insurance Program" (OCIP/CCIP/Wrap Up). That option is not available, and no deduct is available for Otis' participation.

4.8. Our proposal is based the following payment terms:

4.8.1. Our quoted price is based on the "Initial Payment" equaling fifty percent (50%) of contract award. This amount, plus a fully executed subcontract must be received prior to releasing equipment for manufacturing.

4.8.2. Otis will mobilize after the "Material Delivery Payment" is received. See "Schedule of Values" below.

4.8.3. Monthly "Progress Payments" will be calculated as the proportionate value of work performed relative to the remaining balance due on this sub-contract (i.e. balance due after the "Material Delivery Payment" is received). This includes any materials stored on or offsite. Also, contractor agrees to make progress payments to Otis for any work performed prior to final execution of the contract and/or the submission of any required documents other than those required for payment applications.

4.8.4. Final payment (retainage) will be due thirty (30) days after final acceptance of the elevator installation, otherwise all warranties and New Installation Service (NIS) will be suspended.

4.8.5. Otis must be paid ninety-five percent (95%) of the final contract price prior to scheduling the state inspection and turnover of the elevator equipment.

4.8.6. All change orders must be executed and paid prior to scheduling final inspection.

4.8.7. Otis does not accept credit cards as a form of payment.

4.8.8. Otis will not agree to any language referencing or implying "pay when paid". This contract is between Otis Elevator and referenced Contractor. The attached payment schedule ("Schedule of Values") is not contingent upon Contractor's ability to be paid by others or any other factor or event not described above.

4.8.9.

Schedule of Values:

Description	Percent of Total Contract Value / Billing Cycle
Design, Engineering, Material procurement, Superintendent's initial site visit, and Layouts	50% Billed upon award. Due in 30 days or prior to release of factory orders whichever occurs first.
Factory Materials	35% Billed the month before shipment occurs. Due the month material is delivered. Installation will not commence until the material is paid for.
Installation Labor	15% Billed each month as work progresses. General milestones for reference purposes. Additional invoices may occur between these milestones. Unloading Materials……10% Entrances Installed ……40% Ready to Adjust & Test:…….45% Adjust & Test ……5%

5.9 Our proposal includes our Remote Elevator Monitoring (REM®) feature. This feature will be installed during the original installation for the duration of the warranty/maintenance period. Upon expiration of this service period, if the owner elects not to continue maintenance with Otis, it is understood that this REM unit will be removed by Otis from the jobsite and remain in our possession.

5.10 All software supplied with the elevator is licensed to you or your successors but only for use with, and for operation of this elevator.

5.11 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. 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.

5.12 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.

5.13 Otis equipment installations comply with all applicable local, state and national elevator codes. Compliance with all other building code requirements is solely the responsibility of the contractor.

5.14 Warranty: Twelve (12) months after acceptance of elevator. The elevator contractor's acceptance is conditional on the understanding that their warranty covers defective material and workmanship. The guarantee period shall not extend longer than one (1) year from the date of completion or acceptance thereof by beneficial use, whichever is earlier, of each elevator. The guarantee excludes ordinary wear and tear or improper use, vandalism, abuse, misuse, or neglect or any other causes beyond the control of the elevator contractor and this express warranty is in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. This express warranty is in lieu of all other warranties, expressed or implied, including any warranty or merchantability or fitness for a particular purpose.

5. **Preparatory Work By Others**

The following items must be performed or provided 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 is based on these job-site conditions existing at the beginning and during the installation of the elevator equipment.

All work must be performed per the applicable national and or local codes.

5.1. General Prep/Work

5.1.1. 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 (30.5 meters) 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.

5.1.2. Provide sufficient on-site refuse containers for the proper disposal of elevator packaging material. Should sufficient refuse containers not be provided, disposal of packaging material shall become the responsibility of the owner. Otis will maintain its work area clean of all debris or trash that results from its work and will practice good housekeeping. Participation (labor or monies) in composite clean-up crews is not included.

5.1.3. Provide any cutouts to accommodate elevator equipment (conduit, troughing, venting, and hall fixtures), along with the fire-safing/patching/painting of walls, floors, or partitions together with finish painting of entrance doors and frames, if required.

5.1.4. Jobsite meetings: Otis to attend periodic (daily, weekly or otherwise) jobsite meetings only when previously notified that elevator issues will be discussed. Payment of penalty fees due to non attendance is not included.

5.2. Hoistway & Pit Prep/Work

5.2.1. Provide and install a steel, I-beam shaped safety beam with a maximum flange width of 8 11/16"(220mm) , from side wall to side wall at the top of the hoistway, capable of withstanding a maximum net live load of 7500 lb (3402 kg) per elevator. Reference Otis Layout for location. A 4" minimum clearance is required from top of beam to top of hoistway.

5.2.2. Provide a clear plumb hoistway with variations from the size shown on the Otis layout not to exceed -0"/+1" (25mm) for the entire length of the hoistway and not less than the clear dimensions shown on the Otis approved layouts.

5.2.3. Provide adequate rail bracket supports, bracket spacing as required by governing code, from pit floor to top of hoistway. For steel or wood frame construction, adequate support for the top rail bracket to be installed not less than indicated by rail force and bracket spacing detail table on Otis layout. Separator beams where required. Rail-bracket attachment supports must be exposed and flush with the clear hoistway line.

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 the Otis 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.

If rail bracket embedded plates or inserts are provided by Otis they shall be installed by others in accordance with Otis documentation and instructions.

If vertical tube steel is utilized as rail support, (2) vertical tubes spaced at 20.4" (518mm) on center are required for car rail brackets with "A" dimension ≥ 5.76" (146mm).

5.2.4. Provide adequate support at all fastening points of each entrance. Provide plumb vertical surfaces for entrances and sill supports, one above the other, and square with the hoistway. Finish floor and grout, if required, between doorframes to sill line. A horizontal support is to be provided 1 foot (305 mm) above the clear opening at the top landing to support the doorframe assembly. If floor heights exceed 12'-0" (3657), a horizontal support is to be provided 1 foot (305 mm) above the clear opening. If transoms are required then the support would be 1'-0" (305mm) above the transom height.

5.2.5. Prior to the start of installation, provide a dry, clean, properly framed, enclosed and vented hoistway in accordance with all applicable codes.

5.2.6. Pipes or ducts conveying gas, vapors, liquids, or any electrical device which are not used in conjunction with the operation of the elevators are not permitted in hoistways or control rooms.

5.2.7. 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" (1067mm) high, with mid-rail and kick board, and withstand 200 lbs. of vertical and horizontal pressure.

5.2.8. 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:

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

Notes:
- The previous two requirements (Protection from Falls and Protection from Falling Objects) can be integrated systems.
- Hoistway barricades and screening shall be constructed, maintained and removed by others.

5.2.9. Provide a pit floor designed to sustain vertical forces on car and counterweight rails and impact loads on car and counterweight buffers as shown in the pit plan view of 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, a sump

pump/drain shall be provided that shall have the capacity to remove a minimum of 11.4 m³/h (3,000 gal/h) 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 is in compliance with all applicable codes and laws.

5.2.10. The front entrance wall at the main and top landing, is not to be constructed until after all elevator equipment is installed in the hoistway (the entire front wall – CLEAR HOISTWAY WIDTH – must be open for installation of platform). Remaining front entrance walls are not to be constructed until after door frames and sills are in place.

When the front walls are poured concrete (bearing walls), rough openings are to be provided to accept entrance frames at each landing above the main landing. The area around the entrance frame must be filled in after the frames are set. The rough opening size per approved Otis layouts for the main landing must be equal to the clear hoistway width to accommodate installation of the elevator platform. Prior to the completion and turn over of the elevator(s), all entrance walls must be installed and rough openings filled in complete to maintain fire rated hoistway requirements.

5.2.11. 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 projection from wall per local code. If pit depth is greater than 9' 10" (3000mm) [13' 9" (4191mm) with no floor below bottom landing], a pit access door is required.

5.2.12. Install permanent light fixtures in each elevator pit with illumination of not less than 100 lx (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 or access door.

5.2.13. If pit depth is greater than 7'-10" (2388mm) a platform for accessing the equipment on the underside of the car is required. The platform shall:

5.2.13.1. Be coordinated with Otis personnel to interface with Otis' elevator equipment.

5.2.13.2. Maintain clearances and refuge spaces as defined in all applicable codes.

5.2.13.3. Be equipped with OSHA compliant guardrails when a fall hazard exists.

5.2.13.4. In seismic risk zone, comply with all applicable building code requirements to restrain it due to ground acceleration during an earthquake

5.2.13.5. Be designed and installed to support without permanent deformation on the following loads: Minimum of 80 lb./ft2 (390kg/390kg/m2) evenly distributed over the entire servicing platform area, minimum of 225 lb. (100kg) concentrated load on any 3 in.2 (2000 mm2) area.

5.2.14. Provide and install guarding of counterweights 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 A17.1-2007, section 2.3.2.3.

5.2.15. Glass used in hoistway construction must block 98% or more of incident full-spectrum ultraviolet radiation for the full height of the hoistway.

5.2.16. 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 A17.1-2007, section 2.11.1.2. Contact your local Otis personnel for a detailed drawing (AAA26900D_FMI), showing Otis specific requirements.

5.3. Hydraulic

5.3.1. Provide any cutting, including cutouts, as well as fire safing and patching to accommodate machine-room piping.

5.4. Control Room/Space and Machine Space Prep/Work

5.4.1. Provide a suitable control room/space(s) with access and ventilation in accordance with all applicable codes and regulations. The control room/space(s) shall be maintained at a temperature between 32°F (0°C) and 104°F (40°C) to be measured 6 feet (1830 mm) above the floor and 1 foot (305 mm) out from the front center of the car controller(s). Relative humidity is not to exceed 95% non-condensing. Provide ventilation to suit Otis heat release amounts as shown on the Otis Confirmation of Power Supply form. Local codes may require tighter temperature ranges and higher ventilation levels, please check with your local code authority for the exact requirements in your area. If your control room/space(s) temperatures exceed these requirements, contact your local Otis sales representative for assistance.

5.4.2. Provide illumination of control room/space(s) of not less than 200 LUX (19 FC) as measured at floor level. Light switch is to be located within 18" (157 mm) to the lock-jamb side of the access door to the control room/space(s).

5.4.3. Install a permanent light fixture at the top of the hoistway (machine space) of not less than 200 LUX (19 FC) as measured at the level of the standing surface on the car when the elevator is at the top landing. Light switch is to be located in the hoistway per the Otis layout.

5.4.4. Provide control room/space(s) with self-closing and self-locking doors with a group 2 locking device. In addition, ensure that all air gaps around the doors are sealed (i.e. threshold, weather stripping, etc.)

5.4.5. Maintain the temperature at the top of the hoistway (machine space) between 32º F (0º C) and 113º F (45º C). Relative humidity not to exceed 95% non-condensing. Provide ventilation to suit Otis heat release amounts as shown on the Otis Confirmation of Power Supply form. If your machine space temperatures exceed these requirements, contact your local Otis sales representative for assistance.

5.4.6. Provide an "ABC" fire extinguisher, minimum 10 lbs in control room.

5.4.7. If controller room is located remotely from the elevator hoistway, provide two (2) 4" conduits per elevator, as well as any cutting, including cutouts, as well as fire safing and patching to accommodate such.

5.5. Fire Prevention Prep/Work

5.5.1. 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).

5.5.2. In the United States provide smoke detectors, located as required, with wiring from the sensing devices to the controller(s) designated by Otis.

5.5.2.1. For each group of elevators, provide a normally closed contact representing the smoke detector at the designated return landing.

5.5.2.2. For each group of elevators, provide a normally closed contact representing all smoke detectors located in lobbies, hoistways, or control room/space(s), but not the smoke detector at the designated return landing (see above) or the smoke detectors as described in the two items below:

5.5.2.2.1. 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.

5.5.2.3. If the control room/space(s) are locate 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. Requirements for intermittently illuminating the fire hat visual signal in the car operating panel, either of the following two apply:

5.5.2.3.1. i. For a single unit or for a group of elevators having one common control room/space(s) and one common hoistway, provide one additional normally closed contact representing the control room/space(s) and hoistway smoke detectors.

5.5.2.3.2. 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(s), provide one normally closed contact for each elevator. The contact is to represent the smoke detector in the control room/space(s) for that particular elevator, and any smoke detectors in the hoistway containing that particular elevator.

5.5.3. Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room. If sprinklers are installed in the hoistway(s), control room/space(s), or machine space(s), a means to automatically disconnect the main line power supply of the affected elevator prior to the application of water is required (unless prohibited by local code). 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.

5.5.4. Provide control room/space(s) and door to code compliant fire-resistive construction.

5.6. Electrical Requirements

5.6.1. If a (3) phase arrangement is to be ordered, prior to the start of installation provide a permanent three (3) phase electrical-feeder system with a separate equipment-grounding conductor terminating in the 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. A fused disconnect switch or circuit breaker capable of being locked in the open position, for each elevator per the National Electrical Code (ANSI/NFPA 70) or Canadian Electrical Code (C22.1) with feeder or branch wiring to controller [NEC 620-51, 620-61(D), and 620-62/CEC Rule 38-013(2)(a)]. The disconnecting means required by the National Electrical Code/ CEC [Rule 38-051] shall be provided with all associated wiring and conduit to the controller. Size of main contacts to suit elevator power characteristics. Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to class RK1 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 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. In addition, when the Automatic Recovery Operation (ARO) is specified, the mainline fused disconnect switch or circuit breaker shall be equipped with two auxiliary contacts that are positively opened when the mainline disconnect is in the OFF position.

5.6.2. If three (3) phase power is not available at the start of installation, a temporary single phase 220V, 55 ampere power supply with fused disconnect or circuit breaker for each elevator and available in the control room/space(s) can be provided. Authorization from the Otis construction superintendent is required to install using temporary power.

5.6.3. Provide a dedicated 125-volt, 15-ampere single-phase branch circuit; with a fused disconnect switch or circuit breaker. This disconnect or breaker shall be capable of being locked in the open position and located per the Otis layout. This branch circuit supplies the car lights, car top receptacle, auxiliary lighting power source, and ventilation on each car in compliance with the National Electrical Code [NEC 620-53] or Canadian Electrical Code [CEC Rule 38-053].

5.6.4. Provide a dedicated 125 volt, 15 ampere single-phase power supply with a fused SPST disconnect switch or circuit breaker, per group of elevators, for remote monitoring. This disconnect or breaker shall be capable of being locked in the open position and located per the Otis layout, CEC [Rule 38-053]..

5.6.5. All 125 volt, 15 or 20 ampere single-phase receptacles installed in pit(s), machine space(s), control room/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.

5.6.6. Provide electric power for lights, tools, welding, hoisting, etc. during installation with sufficient power for starting, testing and adjusting the elevator. Provide a 220 volt, 30 ampere, 4 wire single phase circuit for temporary platform operation.

Access to the circuit must be near a hoistway opening in the lower half of the building and must be available to start the installation.

5.6.7. Provide one (1) dedicated outside telephone line, per group, to the elevator control room/space(s), and terminated at the controller designated by the Otis construction superintendent. Please check with your local code authority for the exact requirements in your area, one dedicated telephone line per elevator may be required.

5.6.8. 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 meters, 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 ASME A17.1-2004 CSA B44 or later, section 2.27.1.1.4 for exact requirements.

5.6.9. For elevators having an intra building intercom, provide a separate 120 volt, 15 ampere, single phase power supply with fused SPST disconnect switch or circuit breaker, located as required for inter-communicating system power supply. Circuit to be arranged for feeding from the building emergency lighting supply if provided. Conduit and wiring for remotely located inter-communicating stations.

5.6.10. For installations having Lobby Panels, Fire Control Room Panels, Elevator Monitoring Systems or Remote Controller Rooms provide required conduit (size and number as specified by Otis) with adequate pull boxes from the elevator hoistway(s) to the location or locations required. Leave a measured pull tape in the conduit. Otis to furnish and pull required conductors.

5.6.11. For installations having emergency (standby) power, provide the emergency (standby) power unit and means for starting it. The emergency (standby) power unit shall deliver to the elevator via disconnect switches in the control room/space(s), sufficient power to operate one or more elevators at a time at full rated speed, and rated load. The Emergency (standby) Power source shall be sized to handle the regenerated power from the elevator control drive system(s) as listed in the Otis Confirmation of Power Supply Form.

An automatic Power Transfer Switch for each power feeder to monitor both normal and emergency (standby) power conditions and to perform the transfer from one to the other. Switch to have two sets of normally closed dry contacts, one to be open when the switch is in the emergency (standby) power position; the other to open upon initiation of power transfer and to close when transfer is complete. Switch to have an inhibit function which will delay transfer to normal and/or emergency (standby) power by an adjustable period of 0 – 300 seconds. Switch shall have a phase monitor feature, which prohibits the transfer of power between “live” sources unless the sources are in phase with each other. If a shunt trip device is provided, an additional normally closed contact, with all associated wiring and conduit to the controller, is required from the emergency (standby) power source. The emergency (standby) power unit must be capable of absorbing regenerative power per elevator in accordance with ANSI/NFPA 70 requirement 620.91.

Emergency (standby) power system shall be connected to 125-volt power circuit as noted in note A.2. of the Power Confirmation for the branch circuit supplying the car lights, car top receptacle, auxiliary car lighting power source and car ventilation.

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.

New Installation Proposal

December 10, 2013

Purchaser:	Conn and Associates	Project Name:	Alpha Delta PI
Address:	1960-C Buford Boulevard	Project Address:	
City/State/Zip:	Tallahassee, Fl 32308	City/State/Zip:	Tallahassee ,FL

On behalf of ThyssenKrupp Elevator (hereinafter "TKE"), I am pleased to quote **$52,000** sales tax included and bond not included, to furnish and install one (1) ThyssenKrupp Passenger Elevator at the aforementioned location. This quote is valid for 90 Days, and is based on the general intent of the bid letter, plans, specifications, addenda #, clarifications, exceptions, and provided durations. Project completion must occur on or before 12/31/2014, or the labor and material contained in this proposal will be subject to escalation

CLARIFICATIONS TO ARCHITECTURAL PLANS DATED AND SPECIFICATION SECTION

1. Enter Clarifications

TKE can proceed with preparation of layout drawings for review and approval with receipt of one (1) full set of plans and specifications, a copy of the preliminary schedule, and the Subcontract Agreement. We will require receipt of a fully executed subcontract agreement, including any attached amendments, along with payment for pre-production and engineering prior to the release of the elevator equipment for fabrication. An invoice representing pre-production and engineering costs will be provided for your convenience upon acceptance of this proposal.

If you have any questions or concerns, please do not hesitate to contact me at Phone Number. We appreciate your consideration.

Sincerely,

Matt Ellinor

New Installation Sales Representative
c/o ThyssenKrupp Elevator
850 Blountstown hwy
Tallahassee, FL
850 528-7590
Matt.ellinor@thyssenkrupp.com

Project: Click here to enter text.

Units in Estimate: 1	Opening Size: 3 ft 0 in X 7 ft 0 in
Units in Bank: 1	Clear Ceiling Height: 7 ft 4 in
Product: endura A	Clear Inside Cab Width: 5 ft 8 in
Series: Standard	Clear Inside Cab Depth: 4 ft 3 in
Application: Passenger	Hoistway Width: 7 ft 8 in
Loading Class: A	Hoistway Depth: 5 ft 9 in
Capacity: 2100 lbs.	Pit Depth: 4 ft 0 in
Speed: 100 FPM	Overhead: 12 ft 8 in
Travel: 23 ft 6 in	Machine Room Location: Adjacent at Lowest Landing
Future Travel: 0 ft 0 in	Controller: TAC 32
Stops: 3 (3front, 0rear)	Emergency Power: Standby Lowering
Doors: Single-speed Side-Opening	Jack Type: Twinpost Holeless - 3 Stage
Power Supply: 208 Volts, 60 Hz	Seismic Equipment: Non-Seismic
HP: 25	

Cab

Cab Type:	TKLP - Laminate Walls
Panel Type:	N/A
Panel or Wall Finish:	Plastic Laminate
Cab Base:	Powder Coated
Base Frieze, Reveal:	N/A
Front Return, Transom:	Brushed Stainless Steel
Cab Doors:	Brushed Stainless Steel
Canopy:	14 ga. cold rolled steel
Ceiling:	Suspended Diffuser
Ceiling Finish:	Powder Coated
Lighting:	Fluorescent
Cab Sill:	Aluminum
Handrail Type:	1.5" Cylindrical
Handrail Finish:	Brushed Stainless Steel
Handrail Location:	Rear Wall Only
Handrail Row Quantity:	One (1)
Protective Pads:	One (1) Set
Cab Finished Floor:	By Others (not to exceed 3/8")

Car Fixtures

Type: Choose an item.
Finish: Choose an item.
Fixtures Included: Choose an item., Car Position Indicator, Choose an item.

Hall Fixtures

Type: Signa 4
Finish: Brushed Stainless
Fixtures Included: Hall Stations, No Hall Lanterns, No Position Indicators

Limited Access Provisions

Type: N/A

Entrance Doors

Brushed Stainless Steel

Entrance Frames

Brushed Stainless Steel

Entrance Sills

Aluminum

New Product Service

Twelve (12) months; 24 hour service available, Overtime call-backs are Included

Additional Features: Two Speed Fan, Automatic Fan/Light Shutdown, Vista Remote Monitoring, Fire Service Provisions, Hoistway Access at Top & Bottom Landings, ADA Phone, Non-Proprietary Controller, Solid State Starting, Biodegradable Oil, Pit Ladder

GENERAL TERMS AND CONDITIONS

1. Project schedule shall be mutually agreed upon by both parties in writing before becoming effective.
2. This proposal is based on the following payment terms:
   a. Forty percent (40%) of the contract price will be due and payable within thirty (30) days from the receipt of the subcontract agreement. 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 subcontract is fully ratified.
   b. An additional twenty five percent (25%) shall be due and payable when the material has been received at the TKE warehouse. Receipt of payment is required prior to mobilization of labor.
   c. ThyssenKrupp Elevator shall retain exclusive ownership and control over all equipment installed pursuant to this agreement until such time as Purchaser has paid ThyssenKrupp Elevator 100% of the full contract amount including change orders. 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.
3. In no event shall TKE be responsible for consequential, indirect, incidental, exemplary, and special damages.
4. Should liquidated damages be mutually agreed upon, a TKE schedule will be incorporated as an exhibit of the contract which will specify Purchaser milestones and a TKE work schedule. In no event shall TKE's liability for damages arising out of this agreement exceed 5% of the agreement amount.
5. Overtime/additional / expedited work will be performed at the following rates and only after receipt of an executed Change Order:

Note: Rates are subject to change after 12/31/2013

Scope of Work	Hourly Rate
Expedited Installation Hourly OT Rate (Up to 100 Team* Hours):	$190/Team Hour
Hourly Team Rate for Out-of-Scope Work during Normal Hours:	$224/Team Hour
Hourly Team Rate for Out-of-Scope Work during OT Hours:	$404/Team Hour
Hourly Mechanic Rate for Out-of-Scope Work Normal Hours:	$116/Man Hour
Hourly Mechanic Rate for Out-of-Scope Work OT Hours:	$216/Man Hour

** Team = one (1) mechanic and one (1) apprentice*

Be advised of the following approximate lead-times in effect as of the date of this proposal.

Preparation of layout drawings upon receipt of subcontract and plans: *(Additional Time Required for Cab, Signal, Entrance If Applicable)*	02Weeks
Approval of layout drawings by purchaser:	Varies
Fabrication time: *(From receipt of all approvals, fully executed contract, material release form and PPE payment)*	11Weeks
Installation of elevator system: *(After completion of all required preparatory work by others)*	03Weeks

WORK NOT INCLUDED

TKE shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work between regular IUEC working hours of regular working days, Monday thru Friday, statutory holidays excluded.

The Purchaser agrees to provide suitable tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways. The Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TKE warehouse. Any warranties provided by TKE for

elevator equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by the Purchaser after initial delivery will be at the customer's expense.

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 some local point where Purchaser will accept delivery. If Purchaser fails to make a location available, TKE is authorized to warehouse the equipment at the TKE warehouse at Purchaser's risk and expense. Purchaser shall reimburse TKE 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 elevator, which covers storage and insurance of the elevator equipment and is payable prior to delivery.

We have included provisions for one elevator inspection. In the event that the elevator fails inspection due to work of other trades, TKE will be compensated by change order prior to scheduling a re-inspection. The cost of each re-inspection shall be $1,500.00 plus a remobilization fee of $2,500.00.

TKE 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 TKE work has commenced.

Access for this installation shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided at no additional cost.

TKE will be responsible for cleanup of elevator packaging material; however, composite cleanup participation is not included.

Unless required by specification, there are no provisions for "temporary use" of the elevator(s) prior to completion and acceptance of the complete installation. Temporary use shall be agreed to in accordance with the standard TKE Temporary Use Agreement. Cost for temporary use of an elevator shall be $50.00 per calendar day per hydraulic elevator and $75.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the rental use period will be billed at local billing rates. In the event that an elevator must be provided for temporary use, TKE will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TKE with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish installation 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 installations 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. All overtime premiums for repairs during the temporary use period will be billed at our local service billing rates.

OSHA compliant removable barricades are to be provided by others prior to installation (TKE will replace if removed by TKE). Barricades must allow clearance for installation of entrance frames and should be located no less than 24" from the exterior face of the hoistway wall. Purchaser agrees to indemnify, defend and hold TKE harmless for any OSHA citations received as a result of Purchaser's non-compliance with OSHA standards. For MRL building supported applications and overhead traction applications, an OSHA approved work platform at the top landing served will be required.

TKE shall be provided a dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing, as required; dewatering of pit(s) and required screening. An OSHA compliant steel safety beam with a minimum 5,000 pound capacity must be furnished and installed by others 2" below the overhead roof deck as shown on the TKE shop drawings prior to elevator installation. Hoist-way shall be square and plumb within 1" from top to bottom of the total hoistway height. If hoistway is outside of this required tolerance, Purchaser shall pay extra for any additional modifications required for a proper installation. Purchaser must provide adequate backing for the elevator guide rails (as shown on the elevator shop drawings). If not, Purchaser will be subject to extra charges due to any additional work required or delay. Provide 75 degree bevel guards on all projections, recesses or setbacks in excess of 4" in accordance with ASME A17.1.

TKE shall be provided a legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation sized per the TKE shop drawings. Machine room temperature to be maintained between 50 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing.

Maximum wall thickness for elevator doorframe is 12.5". Purchaser must specify this thickness on the layout approvals.

All grouting, fire caulking, cutting and removal of walls and floors, patching, coring, penetrations and painting (except as specified) and removal of obstructions required for elevator work are by others. Proper trenching and backfilling for any underground piping and/or conduit are by others.

Any tube steel and/or rail backing, including embeds and weld plates, that may be required by TKE for rail bracket attachment or guide rail support is to be furnished and installed by others flush with the hoistway from pit floor to the top of the overhead to carry the loads of all equipment. Guide rails for traction elevators must attach to steel, CMU or concrete, not wood. Support the full width of the hoistway at each landing for anchoring or welding the TKE sill support shall be furnished and installed by others as detailed on the TKE layouts. Structural steel doorframes with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting these items shall be by others.

Rough openings for the entrances shall be no less than what is delineated on the elevator shop drawings. Purchaser to provide adequate bracing of entrance frames to prevent distortion during wall construction.

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per NEC will be supplied by others prior to installation and will have the same characteristics as permanent power. Piping & wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls is by others. (Per N.E.C. Articles 620-22 and 620-51) will also be provided by others. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished

by others if required. Any required hoistway, machine room, pit lighting and/or 110v service outlets shall be by others. Temporary 220v single phase (50 amps) within 50 feet of each hoistway shall be provided by others.

Purchaser agrees to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Conduit and wiring for remote panels to the elevator machine room(s) and between panels shall be by others. Remote panels required by local jurisdictions are not included.

Sprinklers, smoke/heat detectors on each floor, machine room and hoistways, shunt trip devices (not self-resetting) and access panels as may be required are to be furnished and installed by others.

Purchaser shall provide a dedicated telephone line monitored 24 hours, as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by others at a properly marked terminal in the elevator controller.

Emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to designated elevator controller shall be provided by others. Electrical cross connections between machine rooms for emergency power are to be provided by others.

Any governmentally required safety provisions not directly involved for elevator installation shall be provided by others.

The cab floor shall have a 3/8" recess and 50 lb. weight allowance for finish flooring furnished and installed by others.

Conventional Hydraulics Only

Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed, including hydraulic cylinders to be placed in the ground.

When required, the excavation of the elevator cylinder well hole will be based on drilling through soil free from rock, sand, water, building construction members and obstructions. A 32" x 32" block-out, or as the block-out indicated on TKE layouts, in the pit floor shall be provided by the Purchaser. Adequate ingress and egress, including ramping, shall be provided for a truck-mounted drill rig. Removal of all dirt and debris from each hole location shall be by others. Only TKE standard HDPE or PVC protection system with bottomless corrugated steel casing will be provided for "in-ground" hydraulic jack assemblies. Should obstructions be encountered, TKE will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TKE's standard hourly rates, and the actual cost of any additional material plus 15%. Any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out shall be work by others. Methane barriers or coordination/access are not included and are to be engineered and installed by others. Access shall be provided at no cost to 2" pressurized water supply within 100'-0" of the jack hole location. Layout is to be by others when excavation of jack hole is from grade.

Purchaser agrees to provide a 4' x 4' opening in the elevator hoistway overhead as required by TKE.

Machine Roomless Applications Only

Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed. For a synergy machine room-less installation, the top of the hoistway shall not be installed until after the hoist machines can be set in place with a crane.

For synergy machine room-less applications, Purchaser shall provide TKE installation crew a work platform in the hoistway at the top landing. The platform shall be constructed to the specification provided to the Purchaser by TKE.

Beam pockets with bearing plates to support the loads of the overhead machine assembly on synergy machine room-less applications shall be furnished and installed by others per the TKE layouts.

The Purchaser will provide a temporary 220 VAC - 30 amps single-phase terminal with disconnect for each traction elevator in the machine room(s) at the start of the job for temporary operation of work platform.

Traditional Traction Elevators Only

Basement/adjacent traction machines shall be supported by structural foundations with embedded machine bolts as shown on TKE layouts. Overhead traction machines shall be supported by structural machine room floors with steel embed plates furnished and installed by others as shown on the TKE layouts.

Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed. For a traditional overhead traction installation, the top of the machine room shall not be installed until after the hoist machines can be set in place with a crane.

The Purchaser will provide a temporary 220 VAC - 30 amps single-phase terminal with disconnect for each traction elevator in the machine room(s) at the start of the job for temporary operation of work platform.