



New Installation Proposal

Date: January 8, 2015
Purchaser: Della Porta Construction, Inc
Address: 1165 22nd street
City/State/Zip: Vero Beach, Florida 32960

Job Location: Ocean Investments Office
Job Address: A1A
City/State/Zip: Vero Beach, Florida 32963

Proposal Summary:

On behalf of ThyssenKrupp Elevator (hereinafter "TKE"), I am pleased to quote Forty eight thousand eight hundred eighty five dollars (\$48,885.00) sales tax included and bond not included, to furnish and install one (1) ThyssenKrupp Passenger Elevators at the aforementioned location.

This quote is based on our proposal and the general intent of the bid letter which serves to further clarify the basis for the above price. This quote is valid for 60 days.

Alternates (valid only up to contract award):

1. To go with a LULU type handicap elevator (limited use limited access) please deduct \$9110 from contract price. We do not recommend using this type elevator in a commercial building but it does meet minimum code requirements access.

Clarifications to Architectural Plans dated _____ and Specifications Section 14:

1. none

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 equal to 40% of the above quoted price 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 772-567-4011. We appreciate your consideration.

Sincerely,

Frank S. Hoover

New Equipment Sales Representative
c/o ThyssenKrupp Elevator
2315 14th Avenue
Vero Beach, Florida 32961
frank.hoover@thyssenkrupp.com

SCHEDULE OF EQUIPMENT

Elevator Description: One (1) Thyssenkrupp 2500 hydraulic passenger elevator

Control: TAC 32

Capacity / Speed: 2500# / 100 FPM

Drive: HOLE-LESS - TWIN POST TELESCOPIC

Car Platform Size: 7' 0" X 5' 1"

Car Inside Clear: 6' 8" X 4' 3"

Hoistway Minimum Clearance: 8'4 wide by 5'9 deep

Pit Depth: 4'0

Overhead Clear Minimum: 12'8 to underside of hoist beam

Travel: 12'0

Power Supply: 208 Voltage / 3 phase / 40 HP Motor

Machine / Control Location: ADJACENT First floor

Stops / Openings: 2 Stops / 2 Front Openings / 0 Rear Openings

Hoistway Door Type / Size: 3' 6" X 7' 0" / CENTER OPENING
Frame Finish: #4 STAINLESS, Door Finish: #4 STAINLESS

Sill: EXTRUDED ALUMINUM

Door Operation: Micro-processor controlled, DC controlled

Signals: ThyssenKrupp SIGNA 4 fixtures: main car-station with DOT MATRIX position indicator, and Braille markings, CAR RIDING LANTERN,

Car Enclosure: Cab Wall Type: TKAP- LAMINATE APPLIED PANELS ON STEEL SHELL
Cab Height: 8' NOMINAL
Reveals: BAKED ENAMEL
Front & Transom: #4 STAINLESS with integral swing return
Car Door: #4 STAINLESS
Ceiling: SUSPENDED WITH PLASTIC GRID DIFFUSER
Ceiling Finish & Lighting: POWDER-COAT FRAME, LED
Sill: EXTRUDED ALUMINUM
Handrails: #4 STAINLESS, 2" CYLINDRICAL ON REAR AND SIDE WALLS

Telephone: INTEGRAL ADA PHONE INCLUDED: Wiring to the machine room by others

Accessories: Two-speed fan w/ key-switch, VISTA remote monitoring, firefighters operation, isolation couplings, STAND BY POWER, independent service, pit ladder, sill supports, Microlite 40 beam passenger sensing device, ADA emergency phone, elevator pads and hooks included.

Miscellaneous Information: solid state motor starting included

New Installation Maintenance: THREE (3) MONTHS

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 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. Fifty percent (50%) 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 and less retainage as outlined in the contract. 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:
6. **This proposal/pricing is only valid for labor performed through December 31st, 2015**

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: <i>(Additional Time Required for Cab, Signal, Entrance If Applicable)</i>	3-4 weeks
Approval of layout drawings by purchaser	Varies
Fabrication time from receipt of all approvals, fully executed contract, material release form and payment of pre-production and engineering invoice:	10-12 weeks
Installation of elevator system: <i>(After completion of all required preparatory work by others)</i>	X weeks

Scope of Work	Hourly Rate
Expedited Installation Hourly OT Rate (Up to 100 Team Hours):	\$159.00/Team Hour
Hourly Team Rate for Out of Scope Work during Normal Hours:	\$188.00/Team Hour
Hourly Team Rate for Out of Scope Work during OT Hours:	\$339.00/Team Hour
Hourly Mechanic Rate for Out of Scope Work Normal Hours:	\$97.00/Man Hour
Hourly Mechanic Rate for Out of Scope Work OT Hours:	\$182.00/Man Hour

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

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 / well ways. 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.

Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed, including hydraulic cylinders to be placed in the ground. 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 (provided by purchaser). 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. 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 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 \$1500 / 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.

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 door frame 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 door frames with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting these items shall be by others.

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. 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.

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.

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.

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.

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.

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# weight allowance for finish flooring furnished and installed by others.

Additional for Hydraulics Only:

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.

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.

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