Schindler Elevator Corporation
7100 TPC Drive, Suite 300
Orlando, FL 32822
(407) 235-12160
Tim.Newton@us.schindler.com

May 13, 2015

Sean Daniels
Certified General Contractors, Inc.
1120 E. Palmetto Ave. - Melbourne, FL 32901

Opportunity ID: 6432-N-0200237065D-H
Project: Melbourne Renovation

Sean,

Schindler Elevator Corporation is pleased to submit our proposal to furnish and install in the above building - Unit: 01, Holeless Hydraulic Elevator for the sum of Forty Six Thousand Eight Hundred Dollars and 00/100, ($46,800.00) including tax.

The above proposal is based on furnishing our standard equipment as defined by the attached specifications summary, in accordance with our attached standard terms and conditions. This proposal will become part of our agreement with you for this work.

We offer our proposal with the following clarifications:

- Pricing based on material delivery and installation in 2015
- Please refer to the attached Specification Summary for complete details on the proposed equipment.
- Machineroom to be located at the first floor, adjacent to the hoistway
- Alt: #01 – Provide “Machineroomless Traction” elevator thus eliminating the elevator machineroom and reducing the electrical requirements – ADD $12,600

For your convenience, we will provide you with an invoice equal to 35% of the above price upon acceptance of our proposal. Payment of the initial invoice is a condition precedent to production of materials.

We will also submit to you, upon acceptance of this proposal, our detailed specifications and our standard form of contract for execution.

Please note our proposal is valid for 45 days.

You may indicate your acceptance of our proposal by signing and returning this document to me.

Respectfully submitted,

Tim Newton

Tim Newton
Sr. Sales Representative

Accepted by:

_____
Name/Date

Schindler Elevator Corporation

Hydraulic Elevator Specification Summary

Melbourne Renovation

Base Proposal

Project Information:

Opportunity ID:	0200237065-D-H
Unit(s) in Estimate:	01
Units in Bank:	01
Product Code:	113
Sales Office:	6432
Installation Office:	6432

Sales Rep Information:

Tim Newton
7100 TPC Drive
Suite 300
Orlando, FL 32822
Phone: (407) 235-1216
Fax: (407) 235-1230
Tim.Newton@us.schindler.com

Product:	Schindler 330A (TM)	**Opening Size:**	3 Ft. 6.00 In. X 7 Ft. 0.00 In.
Application:	330A Holeless Single Jack	**Cab Height:**	8 Ft. 0 In.
Platform Type:	General Purpose	**Cab Type:**	125-Cab with Hung Panels
Capacity:	2500 Lbs	**Pit Depth:**	4 Ft. 0.000 In.
Speed:	125 FPM	**Overhead:**	12 Ft. 8.000 In.
Travel:	15 Ft. 0.000 In.	**Platform Width:**	7 Ft. 0 1/4 In.
Future Travel:	None	**Platform Depth:**	5 Ft. 4 In.
Stops:	2 (2 Front / 0 Rear)	**Hatch Width:**	8 Ft. 4.000 In.
Doors:	Single Speed Side Opening	**Hatch Depth:**	6 Ft. 0.000 In.
Power Supply:	208 Volts 60 Hz 3 Phase	**Seismic Equipment:**	N

Cab:

Cab Panels:	Plastic Laminate M999
Cab LH Wall:	Baked Enamel E999
Cab RH Wall:	Baked Enamel E999
Cab Rear Wall:	Baked Enamel E999
Cab Base:	None
Base, Frieze, Reveal:	None
Front Return, Transom:	#4 Stainless Steel
Cab Doors:	#4 Stainless Steel
Canopy:	Gettysburg
Ceiling:	SC02 Removable Flat
Cab Threshhold:	Aluminum
Handrail Type:	Flat (1/2" x 2")
Handrail Finish:	Aluminum
Handrail Location:	Sides & Rear
Handrail Row Qty:	1
Platform Recess:	0.375
Protective Pads:	None
Protective Pads Source:	None
Cab Finished Floor:	Carpet By Others

Cab Fixtures:

Type: HT

Finish: Black Lexan with #4 Stainless Steel

(1) L.E.D. Car Position Indicator
1 Main COP
Locking Service Panel
(1) Car Lantern(s)
Certificate Frame

Features:

Follow IBC - 2012
Audible Gong (Std)
Low Oil Bypass (Std)
Infrared Door Protection (Std)
Phase Monitor Relay (Std)
Independent Service/HES (Std)
Soft Start
Adjacent Machine Room
Shutoff Valve Qty: 2
Muffler
QKS16 Door Operator
9 Pound Rails
Keyed Emergency Stop Switch
Top Exit Switch
ADA Compliant Phone
Sliding Guide Shoes
1 Speed Fan
2 Hoistway Access Switches
Firefighter's Service Phase 2
Class B Fire Rating For Cab
Larger Tank
Pressure Switch
Pit Ladder Source: GC
Intermediate Support(s): 1

Entrances:

Emergency Escutcheons

Doors:
(2) Baked Enamel E999

Frames:
(2) Baked Enamel E999

Sills:
(2) Aluminum

Sill Mounting:
(2) Easy Match

Hall Fixtures:

Hall Fixtures Type:
HT-Jamb Mounted
Hall Fixtures Finish:
(2) Lexan Push Buttons
(1) Separate FER Switch

New Product Service:

3 Months, 8 Hours Callback

This bid is subject to change after forty-five (45) days.

Visit Our Website at **www.us.schindler.com**

Schindler Elevator Corporation

Traction Elevator Specification Summary

Melbourne Renovation

Machineroomless Traction Alternate

Project Information:

Opportunity ID:	0200237065-D-T
Unit(s) in Estimate:	01
Units in Bank:	01
Product Code:	450
Sales Office:	6432
Installation Office:	6432

Sales Rep Information:

Tim Newton
7100 TPC Drive
Suite 300
Orlando, FL 32822
Phone: (407) 235-1216
Fax: (407) 235-1230
Tim.Newton@us.schindler.com

Product:	Schindler 3300	**Opening Size:**	3 Ft. 6.00 In. X 7 Ft. 0.00 In.
Application:	3300 MRL	**Cab Height:**	7 Ft. 9 In.
Service:	General Purpose	**Cab Type:**	3300
Capacity:	2500 Lbs	**Pit Depth:**	5 Ft. 0 In.
Speed:	100 FPM	**Overhead:**	12 Ft. 8 In.
Travel:	15 Ft. 0.00 In.	**Platform Width:**	6 Ft. 10 11/16 In.
Cwt Location:	Side	**Platform Depth:**	5 Ft. 1 1/8 In.
Stops:	2 (2 Front / 0 Rear)	**Hatch Width:**	8 Ft. 6.00 In.
Doors:	Two Speed Side Opening	**Hatch Depth:**	6 Ft. 0.00 In.
Power Supply:	208 Volts 60 Hz 3 Phase	**Seismic Equipment:**	N
Sprinklers In Hoistway	Y	**NFPA Code Year**	2010

Cab:

Cab Walls LH Side:	Laminate M999
Cab Walls RH Side:	Laminate M999
Cab Walls Rear:	Laminate M999
Base, Frieze:	None
Front Return, Transom:	#4 Stainless Steel
Cab Doors:	#4 Stainless Steel
Canopy:	Gettysburg
Ceiling:	3300 Baked Enamel
Cab Threshhold:	Aluminum
Threshold Extensions	
Handrail Type:	3300 Round
Handrail Finish:	Aluminum
Handrail Location:	Sides & Rear
Handrail Row Qty:	1
Platform Recess:	0.375
Protective Pads:	None
Protective Pads Source:	None
Cab Finished Floor:	Carpet By Others

Cab Fixtures:

Type: Standard

Finish: Glass w/Metal Accents

(1) L.E.D. Car Position Indicator
1 Main COP
(1) Car Lantern(s)
Certificate Frame

Features:

Follow IBC - 2012
Audible Gong (Std)
Infrared Door Protection (Std)
Phase Monitor Relay (Std)
Independent Service/HES (Std)
Top Exit Lock
FER Door Operator
T127 Rails
Keyed Emergency Stop Switch
Top Exit Switch
ADA Compliant Phone
Sliding Guide Shoes
1 Speed Fan
2 Hoistway Access Switches
Firefighter's Service Phase 2
Class B Fire Rating For Cab
Top Exit Guard
Smoke Detector Provisions
1 Intermediate Support - by Customer
Intermediate Support(s): 1
Rescue Feature
Battery Evacuation
Pit Ladder Source: GC

Entrances:

Emergency Escutcheons

Doors:
(2) Baked Enamel

Frames:
(2) Baked Enamel

Sills:
(2) Aluminum

Sill Mounting:
(2) Easy Match

Hall Fixtures:

Hall Fixtures Type:
Jamb Mounted
Hall Fixtures Finish:
(2)Glass PB w/Metal Accents
(1) Separate FER Switch

New Product Service:

3 Months, 8 Hours Callback

This bid is subject to change after forty-five (45) days.

Visit Our Website at **www.us.schindler.com**

PROPOSAL CONDITIONS

This Proposal is made subject to the following conditions:

Quotations are subject to change after 45 days.

A mutually agreeable form of contract (fully executed before a manufacturing date can be established in our factory) which includes the following provisions:

Our indemnity obligation will be limited to the extent of our negligence.

We will warrant our work hereunder for one year from completion or acceptance for beneficial use, whichever is earlier. Such express warranty will be in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose, and our sole obligation under the warranty will be to correct any nonconformance within a reasonable time following notice.

We will not be liable in any event for direct damages in excess of the amount of our Subcontract, whether in contract or in tort, nor in any event for special, indirect, consequential or liquidated damages of default or delay.

The purchaser agrees to accept in satisfaction of insurance requirements for the project a standard Schindler Certificate of Insurance with "per occurrence" limits not to exceed $2 million. Schindler will not name additional insureds.

Schindler will participate as an insured in an OCIP/CCIP (Owner's / Contractor's Insurance Program), provided it is at no cost to Schindler, and under such circumstances we will provide additional insured coverage for offsite operations and auto liability only.

Partial waivers of lien for payments received by Schindler will be issued on a mutually agreeable form if the Purchaser so requests in writing. Schindler shall issue a full waiver of lien on a mutually agreeable form after the receipt of all monies to which it is entitled under this Agreement if the Purchaser so requests in writing.

Agreeable terms of payment shall be established in accordance with the following payment schedule: 35% of the above sum upon presentation of initial invoice; 95% progress payments based upon work in place and materials delivered and stored on or off site; balance within 30 days of completion of work hereunder. Payment of the initial invoice is a condition precedent to manufacture of materials. Payment of at least 95% is a condition precedent to equipment turnover.

Work shall be performed by Schindler during regular working hours on regular working days, and overtime by Schindler will be compensated at Schindler's standard rates.

We shall not be liable for any loss, damage, detention or delay, due to any cause beyond our reasonable control or caused by fires, floods, labor troubles, strikes, lockouts, civil or military authorities or government regulations or restrictions or, in any event, for consequential damages. Dates for the performance or completion of work shall be extended to the extent of such delays.

In the case of delay in construction, you agree to pay for off-site storage of equipment and additional handling should on-site storage not be available. Our price assumes one mobilization. You agree to pay any other increase in cost resulting from delays in construction.

If an inground borehole is required to accommodate the jack unit, our bid shall be based on the assumption that the hole is drilled in normal uncontaminated soil, sand or gravel, using a truck mounted drilling rig. Adequate access will be provided for this rig. Should latent or concealed conditions be encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with conditions indicated by the contract documents, or differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract be encountered, we will be compensated for all additional costs for labor and material to overcome such obstacles. The additional costs shall be the difference between our estimate for the bid and our actual cost incurred and shall be billed at our standard billing rate. The time to complete the installation shall be extended to include the additional time required to overcome these obstacles while drilling the hole.

Satisfactory reference as to credit must be furnished including bank and bonding company references.

You agree to pay, as an addition to the price stated herein, the amount of any tax, or increase of any tax, based upon the sale, use, ownership or possession of equipment imposed by any law enacted after the date of this proposal. or imposed upon you by any existing law.

If the work for the above project does not proceed for any reason, we will be paid for costs incurred plus a reasonable mark-up for overhead and profit.

Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

Schindler BIM, Building Information Models, contain proprietary information and are provided solely for the purpose of demonstrating the general characteristics of an installation. Such models serve as a generic representation of the product and should not be considered or utilized as a substitute for construction documents/ specifications. Parameters are included in the models, and accordingly, Schindler will not support or sanction changes beyond the standard modifications.

Preparatory Work

You agree to furnish the following in compliance with all local and state regulations in sufficient time in order not to delay the installation:

It is understood that the hoistways are to be prepared and properly enclosed, wiring is to be brought to our controller and other conditions, met, as noted in this proposal.

Sufficient data within thirty days after entering into the contract, including guarantee of the hoistway or wellway sizes and current characteristics to permit manufacture of all parts of the equipment.

A legal hoistway or wellway plumb from top to bottom within a variation of one inch per one hundred feet, and provided with sufficient clearance at the top and bottom of the shaft for proper installation of machinery, inside edge of door sill supports shall be parallel, level and plumb from the center line of the hoistway, with allowable variation of one quarter inch.

Suitable machine room of adequate size for the equipment, including proper ventilation, concrete floors or metal gratings and concrete foundations.

A pit of adequate depth provided with the necessary drains and waterproofing.

Adequate supports to carry the load of all equipment, including loads imposed by machine beams or overhead sheave beams, rail brackets, buffers, etc., as shown on our drawings.

Suitable connections from the power mains to our controller, plus necessary cutouts, line switches, lightning arresters, etc., as required to meet your local requirements.

Electric power of the same characteristics as the permanent supply for construction, testing and adjusting. Outlets at the center of hoistway for lighting the car.

All cutting, patching and chasing of walls, beams, masonry, plastering work and painting, together with all repairs made necessary by such work.

Protection to hoistway or wellway during time equipment is being installed.

Temporary Use

If you require the use of an elevator prior to final completion, you agree to pay for any and all labor and material required and will sign, and be bound by the terms of, our Temporary Acceptance Form. You will pay any costs of power and operation and return the equipment to the same condition.

You also agree that the completion schedule for any such unit will be extended for the period of time necessary to complete installation and make final adjustments, during regular working hours, and that we will have uninterrupted use for this purpose and will be compensated for any work outside regular working hours.

Schindler Bid Clarifications - Preparatory Work by Others For Hydraulic Elevators.

For delivery and installation dates please look at the specifications summary.

In order to be a more predictable and transparent business partner, Schindler publishes our local additional fees.

Schindler will provide storage of material for up to ten (10) business days after a mutually agreed upon delivery date. Any material storage beyond the ten (10) business days will be assessed an additional handing fee of $500 and will be stored at a rate of $350 per week.

Included in our price are the costs for one (1) inspection. Should a re-inspection be required due to "work by others" trades, Schindler will be compensated a minimum of $1200 in addition to travel charges. Should the re-inspection take more than four (4) hours, a full day's labor will be charged.

Included in our price is one mobilization. Should a re-mobilization be required due to no fault of Schindler, a $1500 re-mobilization charge will occur, per crew, per re-mobilization. Any travel charges will be assessed in addition to the re-mobilization charges.

Temporary use is not included in our price. If temporary use prior to final turnover is required, our fee schedule is as follows:

Hydraulic elevators: $1,900 Initial inspection including the first 30 Certificate of operation. $900 for each 30 day period after initial. A $1500 cleaning and adjustment charge per unit plus the cost of any travel and repairs will be assessed in order to return the elevator to a "like new" condition.

Installation work shall be performed during regular working hours of regular working days after hoistway(s) and machine/control room(s) have been properly prepared as described in the following items. All items must be performed or furnished at no cost to Schindler Elevator Corporation ("Schindler") by the Owner or General Contractor or their agents in accordance with all governing codes. The price and installation schedule of Schindler 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 latest applicable revision of the national (ASME A17.1 or CSA B44) and/or local codes.

1. Clear, plumb, hoistway with variations not to exceed +/- 25mm (+/- 1") within the first 30.5m (100ft). Pit floor to be dry, level, free of bumps and debris. Hoistway enclosure to be fire rated per national code requirements and applicable building codes (rule 2.1.1). Hoistway, pit, and overhead dimensions to be as specified on Schindler final layout drawing.
2. Acceptable material unloading area within 30.5m (100ft) of hoistway with "rollable" access (planked or paved) or uninterrupted use of a crane or forklift and operator at no cost to Schindler. Dry and enclosed storage area of adequate size for elevator materials near hoistway. Any warranties provided by Schindler for elevator equipment are null and void if equipment is stored in a manner that does not comply with the requirements as defined above.
3. Power for construction adjacent to hoistways and machine/control rooms (110/220 volt, single phase, for welders and hoists) and sufficient 3-phase power to run elevator(s) at the same time. Refer to Schindler Power Supply Data sheet. To meet the date upon which the elevators are to be turned over, the power for construction and permanent 3-phase power must be installed and available prior to the start of elevator installation.
4. All work areas, including hoistway, machine/control room and pit, clear of debris. Maintain minimum temperature of 13°C (55°F). Adequate work area in front of ground floor entrance required. Proper lighting of work areas.
5. Confirm adequate machineroom size.
6. Provide venting of the hoistway per national code requirements and applicable building codes (rule 2.1.4).
7. Dried-in hoistway(s) and machine/control room(s).
8. Clear, flat, vertical or horizontal surfaces for mounting rail brackets at each floor, in overhead, and intermediate levels (if required) in the same vertical plane as the clear hoistway line. This includes divider beams between cars for multiple elevators in a common hoistway. Rail bracket supports shall not intrude into the clear hoistway line. Rail bracket supports and divider beams in the overhead to be located approximately 610mm (24") below the roof or machine room slab. Supply vertical flat plates on which to mount car rail brackets if gusset plates obscure beam webs, such as in wind bracing frames. If applicable, intermediate bracket supports between floor(s) and in the overhead area may be required. Refer to Schindler final layout drawings for maximum bracket spacing and actual support locations.
9. For masonry block hoistway construction, Schindler will provide rail bracket inserts for installation by others, located in accordance with the Schindler final layout drawings. Where inserts are not used, hollow masonry blocks are not acceptable for bracket fastening. Provide 125mm (5") concrete belt around hoistway or other acceptable support at each floor, in overhead and intermediate levels (if required).
10. Blockout/cutout through wall as required, to accommodate hall button boxes, signal fixtures, and hatch duct. Provide for any repairs such as grouting, patching, painting, or fire proofing. Coordinate blockout/cutout with Schindler Field Supervisor.
11. For non-masonry hoistway construction with floor heights exceeding 4.5m (15ft), structural support at 2.4m (8ft) to 4.5m (15ft) above finished floor level for entrance strut angle attachment.
12. For masonry hoistway walls at entrances, provide rough opening of 203mm (8") on each side and 203mm (8") on top of clear opening for installation of doorframes and sills. For drywall hoistway walls at entrances, walls are to be built after doorframes and sills are set in place.
13. Grouting around entrance frames and finished floor and grout to sill line after installation of entrance.
14. Construction barricades (per OSHA requirements) either outside of elevator hoistway(s) or between elevators inside of hoistway(s) as required. Barricades to be freestanding and removable, located at each hoistway opening at each floor. Barricades shall be erected, maintained, and removed by others.

15. Drains & sumps in elevator pits, where provided, shall comply with the applicable plumbing code, and they shall be provided with a positive means to prevent water, gases and odors from entering the hoistway. Sumps and sump pumps in pits, where provided, shall be covered. The cover shall be secured and level with the pit floor (rules 2.2.2.4 and 2.2.2.6) and should be located to clear elevator equipment (cannot be connected directly to storm drain or sewer).

16. GFCI convenience outlet and light fixture with guard in pit. (National Electrical Code (NFPA 70 rules 620-85)) Minimum lighting to be 100 lux (10fc). (Rule 2.2.5 in cars following ANSI 2000 or greater or rule 106.1e for less than ANSI 2000)

17. Pit ladder for each elevator in compliance with rule 2.2.4.2.

18. Access to the machine/control room and machinery space (rule 2.7.3). Door shall be self-closing, self-locking and operable from inside without a key. Minimum door size 750 mm x 2030 mm (30" x 80") (rule 2.7.3.4).

19. Where machine/control room(s) are remote from the hoistway, electrical duct runs or oil lines (where applicable) will be in the overhead/ceiling area. No provisions are made for underground installation.

20. GFCI convenience outlet and telephone outlet located in machine/control room. (National Electrical Code (NFPA 70 rules 620-85 or (CSA C22.1-02 section 38-085)). Dedicated analog telephone line capable of outgoing or incoming calls for emergency phone system (rules rules 2.27.1.1 & 2.27.1.2) or Schindler Remote Monitoring (SRM).

21. Provide a lockable, fused disconnect switch or circuit breaker suitable for 3-phase power for the elevator control and a separate lockable, fused disconnect switch for car lighting circuit for each elevator. Locate and mark with appropriate signage. (National Electrical Code (NFPA 70 rules 620-22, and 620-51 to 620-53. An auxiliary contact, rated for 24VDC at 1A, shall be provided in each of the main and auxiliary disconnects for disabling the battery-powered circuits (NFPA 70 rule 620-91(C). The contact shall open when the disconnect switch is open, be wired in series between disconnects and terminate in the elevator controller. Additional requirements: If a sprinkler system is located in the hoistway or control room, the disconnects must be NEMA 3 compliant and the building shall provide a shunt trip activation of the main disconnect triggered by contacts of the fire recall initiating devices (as defined by NFPA). These devices, located in the hoistway or control room, shall provide independent disconnection of electrical power to both main and auxiliary circuits prior to sprinkler activation (rule 2.8.2.3, A17.1-2007 rule 2.8.3.3.2 and/or local code). See Schindler Power Supply Data Sheet.

22. Provide suitable feeder and branch wiring circuits from the building service to the controller, including main line switch, for signal systems, power operated doors, car lighting and convenience outlets. See Schindler Power Supply Data Sheet.

23. Provide emergency power transfer switch and power change pending signals as required to master control in machine/control room.

24. Lighting, ventilation, and heating of machine/control room, control space and machinery space (rule 2.7.5). Minimum lighting to be 200 lux (20fc). Machine/control room or control space temperature to be maintained between 13°C (55°F) and 32°C (90°F). Acceptable humidity levels for jobs shall be maintained at 95% or less non-condensing. See Schindler Power Supply Data Sheet for heat emissions.

25. Hoisting beam(s), trap doors and other means of access to machinery space of adequate size for maintenance and equipment removal (rules 2.7.3.4 and 2.9.3). Hoisting beam(s) in each shaft located and load rated per Schindler final layout drawings. Lifting points or beam(s) shall be visibly marked with the safe working load.

26. Class "ABC" fire extinguishers in electrical machinery and control space. Extinguishers shall be located convenient to access door (rule 8.6.1.6.5 in cars following ANSI 2000 or greater or rule 1206.1h for less than ANSI 2000).

27. Furnish adequate on-site refuse containers for the proper disposal of elevator packaging material. If adequate containers are not furnished, disposal of packaging material shall become the responsibility of the owner.

28. In addition to the above, the following work must be completed before elevator(s) are placed into automatic operation. (Prior to code required municipal authority inspection. Refer to Schindler Acceptance Inspection Standard form).

    a. Finished cab flooring and if applicable, fitting of interior cab walls and/or ceiling.

    b. Machine/control room to comply with code and to suit Schindler standard equipment. Proper machine/control room dimensions and safety clearances to be provided as indicated on Schindler final layout drawings with recesses and ducts to be covered as required. Proper stairways or steps and guardrails to be provided. Proper lockable fire rated door, self-closing and self-locking with label to be provided (rules 2.7.3 & 2.11.14).

    c. Smoke and/or heat detectors with signals to elevator controller(s).

    d. Seal all penetrations through 2-hour (or greater) rated walls with code approved material. Drywall liner behind all wall mounted hall fixtures.

    e. Conduit and wiring for fire alarm system to each elevator control in machine/control room.

29. Properly designed machine/control room with adequate Sound Transmission Class rating. Consult Schindler 330A Hydraulic Elevator Installation Checklist for guidelines (CMN-1004).

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