

Otis Elevator Company

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Daniel.echemendia@otis.com



June 24, 2016

Reference: **Magell Inn Sarasota, FL**

Dear valued Otis Customer,

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

One (1) 2500 lbs. Otis MRL HydroFit Elevator for \$52,500.00

Additional Options:

- **Add \$1,500 for Stainless Steel #4 hoistway entrance doors and frames, in lieu of standard painted.**
- **Add \$1,000 for Stainless Steel #4 ceiling finish, in lieu of standard painted (black or white).**
- **Add \$500 for Otis to supply and install the pit ladder**

Please take note of the following sections of this proposal:

- **Scope of Work**
- **Job Specific Clarifications**
- **General Clarifications**
- **Terms and Conditions**
- **Preparatory Work by Others**

This quote is based upon this proposal document and is valid for thirty (30) days from the date of submission. Otis predicates the quote upon timely furnishing of a completed hoistway for uninterrupted use. The stated price is based on an elevator ship date by June 30, 2017 and a completion date by December 30, 2017. If project is delayed, you will be responsible for any labor or material increases.

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 with any questions.

Sincerely,

OTIS ELEVATOR COMPANY

Daniel Echemendia
Account Manager

Executed By (Print) _____ **(Sign)** _____ **on** _____

Executed By Robert Gerdt of Otis Elevator Co.: _____ **on** _____

Scope of: Elev. #1 – Project # F7N61227

Designation & Model	Otis HydroFit™ Elevator System	
Capacity and Speed	2500 lbs Passenger @ 100 fpm	
Stops, Floors & Rise	2 Stops- 2 Front Openings With 12 ft 0 in Of Rise	
Clear Car Inside Dimensions	6 ft 6 in 3/4 wide x 4 ft 4 in 1/8 deep	
Clear Hoistway	8 ft 6 in wide x 5 ft 11 in deep	
Clear Overhead & Pit Depth	Overhead- 12 ft 3 in 0 Pit- 4 ft 0 in 0	
Door Type / Size	One Speed Side Slide- 42 in wide x 84 in high	
Control Space	Machine Room adjacent on 1 st Floor	
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 painted (black or white) canopy with 4 LED down lights Brushed stainless steel, Flat Bar side and rear handrails	
Cab Flooring	Furnished and installed by others- 0.3125 inch recess	
Hoistway Entrance Finish(s)	Baked enamel entrances at front landings-1,2 Aluminum sills at front landings- 1,2	
Signals	Brushed stainless steel standard car operating panel including round buttons with blue illuminating halos Hall fixtures, with flat metal brushed stainless steel faceplates, mounted in entrance jamb-face and brushed stainless steel flat buttons	
Constant Features	Access at top 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	Independent service	
Code Compliance	All applicable local, state and national codes	ANSI A17.1, Florida local code and A.D.A.
	Seismic Zone 0	
Maintenance	3 months after acceptance of elevator by owner including emergency callback service during normal working hours.	

Job Specific Clarifications

- a) General Clarifications:
 - a. Quote based on mutually agreeable terms, scope sheet on previous page, and schedule.
 - b. Quote is based on 480V 3 Phase power. Please notify Daniel if power supply is different, as other power supplies may add cost.
- b) Clarifications To The Plans: Hoistway, machine room, and electrical are all to meet Otis' standard space requirements. Minimal plans with no dimensions were provided to review for this quote.
- c) Clarifications To The Specifications: No specifications were provided, so standard finishes were quoted with the additional options on the first page of this proposal. Please review our scope of work carefully to insure it meets your requirements.

General Clarifications

- 1. Our bid is based on manufacturing lead-time of about 12 weeks after approvals (plus fully executed contract and engineering payment).
- 2. All current inspection fees are included for a final inspection. Should re-inspection be required because of work that is not our responsibility, you will be responsible for the cost of re-inspection and remobilization for Otis personnel (\$2,000 / inspection).
- 3. If we are requested to operate the elevator for other trades or perform labor outside of the scope of this work, it shall be performed in accordance with our normal hourly labor rates. Otis labor rates for extra, non-contract work will be \$150 per man hour for regular time and \$250 per man hour for over time.
- 4. The following close-out documents will be provided: our standard owner's information manual, our standard final layout/installation drawings, and our standard warranty. Unless otherwise specified, 2 copies of each will be provided. Additional copies are available at \$100 per set.
- 5. The general contractor is responsible for protecting the elevator material and work from damage by other than that caused by Otis.

Terms and Conditions

- 1. This proposal is submitted with the understanding that any contract resulting there from will be subject to review and mutual acceptance of all terms and conditions contained therein. It is conditioned on neither party being liable to the other for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to, acts of government, strikes, lock-outs, other labor disputes, fire, explosion, theft, water damage, flood, earthquake, riot, civil commotion, war, malicious mischief or act of God. Under no conditions, shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.
- 2. If payment and performance bonds are requested of us, please add (\$8 per \$1000) of resulting contract amount.
- 3. It is agreed that Otis shall not be responsible for any Liquidated Damages. Should the contract documents require provisions for Liquidated Damages, our bid is contingent upon review of the schedule to assure we can achieve the desired date with our standard lead times.

4. We agree to provide evidence of insurance coverage but cannot name others as additional insured or waive our rights of subrogation. All insurance coverage afforded to you or others shall terminate upon final acceptance of the work.
5. No participation in an OCIP or CCIP is included.
6. Otis will provide surety bond(s) in the form provided by Otis' Surety at no cost to Otis. This is in lieu of participation in any type of surety wrap-up or Subguard program
7. Our proposal is based the following payment terms:
 - a. We require a 50% engineering payment prior to the release of the elevator order and the commencement of the manufacturing lead-time.
 - b. The elevator material must be paid for before we commence the installation of the elevator.
 - c. Elevator must be 95% paid prior to turn-over of the equipment.
 - d. Final payment is due with-in 30 days of final acceptance.
 - e. Our schedule of values will be as follows: (i) 50% contract engineering & material procurement, (ii) 35% elevator material, and (iii) 15% installation labor.
8. 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.
9. All software supplied with the elevator is licensed to you or your successors but only for use with, and for operation of this elevator.
10. Otis will not supply information such as internal Otis manuals, manufacturing drawings or source code. Any counters, meters, tools, remote monitoring devices, communication devices, or other such equipment that we may use or install to deliver service under this proposal and any resulting contract remains our property, solely for the use of our employees. Such equipment is not considered as part of the elevator. If the contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove such equipment, including the resident software, at our expense.
11. In the event the transactions contemplated hereunder are restricted by U.S. Government or other applicable laws and regulations, including but not limited to those designating certain parties as "denied", "restricted" or similarly ineligible to do business with U.S. entities, this agreement will be deemed void and Customer shall pay Otis all sums owed for the goods and services that may have been provided up to such time according to the rates contained in this agreement.
12. Otis agrees to submit to non-binding arbitration by the American arbitration association but does not waive our rights to pursue other remedies available at law and equity.
13. Vandalism or theft of Otis equipment and tools is the responsibility of the contractor for reimbursement.

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 jobsite conditions existing at the beginning and during installation of the elevator equipment. Failure to provide the items specified in this list will result in additional work performed by Otis beyond the scope of our contract causing installation delays. A change order will be submitted by Otis for materials and / or labor expended.

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

General Prep / Work

1. Provide any cutouts to accommodate elevator equipment (troughing, venting, and hall fixtures) along with patching and painting of walls, floors, or partitions together with finish painting of entrance doors and frames, if required.
2. Provide tractor trailer access to the building for unloading of material and an onsite 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 of the hoistway, and is larger than 25 x 20 feet 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.
3. Provide sufficient onsite 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.

Hoistway and Pit Prep / Work

4. Prior to the start of installation, provide a dry, properly framed, enclosed and vented hoistway in accordance with all applicable codes.
5. Provide a clear plumb hoistway with variations from the size shown on the Otis layout not to exceed -0 inch / +1 inch.
6. Furnish adequate rail bracket supports and bracket spacing as required by governing code from pit floor to top of hoistway. For steel or wood frame construction, adequate backing for a rail bracket to be installed not less than 10'-3" or more than 11'-3" from the top landing. Furnish 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 instruction.

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

7. Furnish a dry pit reinforced to sustain vertical forces on car rails and impact loads on cylinder head(s) and buffer(s). 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 system complies with all applicable laws and local codes.
8. 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.
9. Protection from falls ~~and falling objects~~:

A.) Protection from Falls:

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

~~B.) Protection from Falling Objects:~~

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

- 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:

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

- Hoistway barricades and screening shall be constructed, maintained, and removed by others.

10. One front entrance wall, at the main landing, is not to be constructed until after all elevator material is located in the hoistway. Remaining front entrance walls are not to be constructed until after door frames and sills are in place. If front walls are poured concrete weight bearing walls, rough openings are to be provided to accept entrance frames and filled in after frames are set. Rough opening sizes per Otis layouts. Prior to the elevator(s) being turned over, all entrance walls must be installed and rough openings filled in complete to maintain fire rated hoistway requirements.
11. 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. For 4'-0" and 4'-6" two speed door arrangements, an additional hoistway attachment point is required for an auxiliary support bracket under the sill assembly in the center of the clear door opening. Finish floor and grout, if required, between door frames to sill line. A horizontal support is to be provided 1 foot above the clear opening at the top landing to support the door frame assembly. If floor heights exceed 12'-0", a horizontal support is to be provided 1 foot above the clear opening. If transoms are required, the support would be 1 foot above the transom height.
12. Provide and install a steel safety beam per elevator, from side wall to side wall at the top of the hoistway, capable of withstanding a maximum net live load of 5000 lb. Otis requires 2" clear above the beam. Beam must be removed before car is placed in operation if it infringes on required clearance.
13. Provide trenching and backfilling for remote machine room conditions.

Machine Room / Space Prep / Work (machine space requirements apply)

14. When a machine room is used, provide a suitable dry machine room with access and ventilation in accordance with all applicable codes and regulations. The machine room is to be maintained at a temperature between 60°F and 100°F. When a machine space is used, the machine space will be in the hoistway behind the metal door installed per Hoistway and Pit Prep / Work above with ventilation in accordance with all applicable codes and regulations. The machine space is to be maintained at a temperature between 32°F and 104°F. Relative humidity not to exceed 95% non-condensing. Local codes may require tighter temperature ranges. The temperature and humidity range shall be permanently posted in the machine room / space. Please check with your local code authority for the exact requirements in your area.
15. Machine room / space(s) and door to meet code compliant fire resistive construction. When a machine room is used, provide a self-closing and self-locking door with a group 2 locking device. When a machine space is used, provide a standard 3' x 7' self-closing and self-locking metal door with a group 2 locking device in the hoistway per agreed upon location and Otis layout. When a machine space is used, install the Otis furnished shroud on the back of the machine space door frame. In addition, ensure that all air gaps around the machine room / space door are sealed (i.e. threshold, weather stripping, etc.). Self-closing mechanism cannot protrude into the machine space at any time.

Fire Prevention Prep / Work

16. Provide hoistway walls designed and constructed in accordance with the required fire rating (including those places where elevator fixture boxes and rail bracket fastenings penetrate into the hoistway walls).
17. Provide smoke detectors, located as required, with wiring from the sensing devices to the controller(s) designated by Otis.
 - a. For each group of elevators, provide a normally closed contact representing the smoke detector at the designated return landing.
 - b. For each group of elevators, provide a normally closed contact representing all smoke detectors

located in lobbies, hoistways, or machine rooms / spaces, but **not** the smoke detector at the designated return landing (see above) or the smoke detectors as described in i. and ii. below:

- i. If a smoke detector is located in the hoistway at or below the lower of the two recall landings, it shall be wired to activate the same normally closed contact as the smoke detector located in the lobby at the lower of the two recall landings.
 - ii. If machine rooms / spaces are located at the designated return landing, the smoke detectors located therein shall be wired to activate the same normally closed contact as the smoke detector at the designated landing.
- c. Requirements for intermittently illuminating the fire hat visual signal in the car operating panel, either i. or ii. apply.
- i. For a single unit or for a group of elevators having one common machine room / space and one common hoistway, provide one additional normally closed contact representing the machine room / space and hoistway smoke detectors.
 - ii. If the group contains more than one hoistway and hoistway smoke detectors are installed, or if the group has more than one machine room / space, provide one normally closed contact for each elevator. The contact is to represent the smoke detector in the machine room / space for that particular elevator, and any smoke detectors in the hoistway containing that particular elevator.
18. If sprinklers are installed in the hoistway or machine room / space(s), a means to automatically disconnect the mainline power supply to the affected elevator and any other power supplies used to move the elevator, upon or prior to the application of water is required (unless prohibited by local code). Smoke detectors shall not be used to activate sprinklers in hoistways or machine rooms / spaces or to disconnect the mainline power supply.
19. Provide a Class "ABC" fire extinguisher, minimum 10 lbs., in the machine room or in a location convenient to the machine space.

Electrical Requirements

20. All 125 volt, 15 or 20 ampere single phase receptacles installed in pits, machinery spaces, and elevator car tops shall be of ground fault circuit interrupter (GFCI) type. All 125 volt, 15 or 20 ampere single phase receptacles installed in machine rooms / spaces shall have GFCI protection. A dedicated single phase receptacle supplying a permanently installed pit sump pump shall not require GFCI protection. (NEC 620-85 or CEC Rule 38-085).
21. Furnish a dedicated, balanced, 3 phase, 3 wire electrical feeder system with a separate solidly grounded equipment grounding conductor terminating in the machine room / space. Size of the feeders and grounding conductor to suit elevator power characteristics. 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 the controller (NEC 620-51, 620-61(D), and 620-62 or CEC Rule 38-013(2)(a)) must be provided. 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 as listed in the Otis Confirmation of Power Supply form. Provide auxiliary contacts in the disconnect switch as needed for operation of the battery powered lowering feature.

Furnish a separate 120 volt, 15 ampere single phase branch circuit and SPST fused disconnect switch or circuit breaker capable of being locked in the open position to supply the car lights, receptacles, auxiliary lighting power source, and ventilation on each car in compliance with the National Electrical Code must be provided.

When a machine room is used and where practical, disconnects shall be located adjacent to the door of the machine room enclosure. When a machine space is used, disconnects or circuit breakers shall be located behind the door of the machine space per Otis layout.

Branch circuit wiring to each controller (NEC 620-53 or CEC Rule 38-053) must be provided.

A convenience outlet and a suitable light of not less than 200 Lux (19FC) as measured at floor level must

be provided in the machine room / space with a light switch located within 18" of lock jamb side of machine room door when a machine room is used, or outside the machine space door on the lock jamb side per Otis layout when a machine space is used (NEC 620-23 or CEC Rule 38-023).

A convenience outlet and light fixture of not less than 100 Lux (10FC) as measured at the pit floor level must be in the pit with a light switch located adjacent to the pit access door (NEC 620-24 or CEC Rule 38-024). The light bulb(s) shall be externally guarded to prevent contact and accidental breakage.

The permanent 3 phase feeder system and protective devices must be installed and power available prior to the start of elevator installation.

22. Provide 120 volt, 20 ampere power for light, tools, hoist, etc. to the hoistway during installation. Source must be within 75 feet of the hoistway.
23. Provide one (1) dedicated outside telephone line per elevator car to the elevator machine room / space(s), and terminated at the controller designated by the Otis construction superintendent. Reference the A17.1 code and the Otis Confirmation of Power Supply for specific requirements.

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