FL-TLHO Office Building Remodel

Issue: Vertical accessibility to the second floor of an office building.

Analysis: The applicant is requesting a waiver from providing vertical accessibility to the second floor of an office building where 18 employees will work. The total project cost is estimated to be \$545,000, of which \$107,000 has been spent on barrier removal and modifications to make the building more accessible. According to the applicant, only \$25,000 has been spent on alterations to the second floor. Estimates were submitted for \$65.600-\$71.960 for elevator equipment only, and of \$313,153 - \$322,250 for equipment and changes needed to support the machinery, The building also has a basement; however, it is subject to flooding and not suitable for placement of an elevator control room. The applicant states installation of vertical accessibility is disproportionate to the cost of construction.

Project Progress:

The project is under construction. .

Items to be Waived:

Vertical accessibility to the second floor, as required by Section 553.509, Florida Statutes.

- 553.509 Vertical a ccessibility. Nothing in Sections 553.501-553.513 or the guidelines shall be construed to relieve the owner of any building, structure or facility governed by those sections from the duty to provide vertical accessibility to all levels above and below the occupiable grade level regardless of whether the guidelines require an elevator to be installed in such building, structure or facility, except for:
 - (1) Elevator pits, elevator penthouses, mechanical rooms, piping or equipment catwalks and automobile lubrication and maintenance pits and platforms;
 - (2) Unoccupiable spaces, such as rooms, enclosed spaces and storage spaces that are not designed for human occupancy, for public accommodations or for work areas; and
 - (3) Occupiable spaces and rooms that are not open to the public and that house no more than five persons, including, but not limited to equipment control rooms and projection booths.

Waiver Criteria: There is no specific guidance for a waiver of this requirement in the code. The Commission's current rule, authorized in Section 553.512, Florida Statutes, provides criteria for granting waivers and allows consideration of unnecessary or extreme hardship to the applicant if the specific requirements were imposed.

REQUEST FOR WAIVER FROM ACCESSIBILITY REQUIREMENTS OF CHAPTER 553, PART V, 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: FL-TLHO-Office Building Remodel
Address: 1313 Blair Stone Road, Tallahassee, FL 32301
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: Mark D. George
Applicant's Address: 600 New Century Parkway, New Century, KS 66031
Applicant's Telephone : 913-791-7098 FAX: 913-791-6804
Applicant's E-mail Address: mark.d.george@embarq.com
Relationship to Owner: Employee
Owner's Name: Embarq Florida, Inc. dba Embarq
Owner's Address: 600 New Century Parkway, New Century, KS 66031
Owner's Telephone: 913-791-7098 FAX: 913-791-6804
Owner's E-mail Address: mark@.george@bembarq.com
Signature of Owner: Wave State
Contact Person: Mark D. George
Contact Person's Telephone: 913-791-7098 . E-mail Address: mark.d.george@embarq.com .

Form No. 2001-01 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 building is a 2-story office building with full basement constructed in 1961. The area of
each floor is approximately 7,635 GSF. Current plans call for 25 employees to be located on the
1st floor and 18 employees to be located on the 2nd floor.
5. Project Construction Cost (Provide cost for new construction, the addition or the alteration): The total construction cost for the FL-TLHO-Office Building Remodel project is \$545K. Only
\$25K of this amount was for building alterations to the 2nd floor. A large portion of the
construction cost was for maintenance & repair items such as new carpet, paint and replacement
windows. The project cost also included \$107K of barrier removal and ADA Improvement.
Detailed cost breakdowns of the construction cost have been included for reference.
6. Project Status: Please check the phase of construction that best describes your project at the time of this application. Describe status.
[] Under Design [X] Under Construction*
[] In Plan Review [] Completed*
* Briefly explain why the request has now been referred to the Commission.
The Tallahassee Building Inspection Department requested Owner to obtain a waiver for
Vertical Accessibility during the plan review process.

Issue 1: Section 553 509 (Ve	ertical Acassibility
2. 2001011 <u>223,303 (V (</u>	ertical Accessibility)
Issue 2: N.A.	<u>.</u>
Issue	
extreme hardship. Plea	ver Request: The Florida Building Commission may grant waivers of bility requirements upon a determination of unnecessary, unreasonable or ase describe how this project meets the following hardship criteria. pply for consideration of granting the waiver.
[X] The hardship is causaffect owners in general	sed by a condition or set of conditions affecting the owner which does not.
The existing clearance	between 2nd floor and roof structure is not adequate for elevator. The
coof structure above ne	ew elevator shaft will need to be raised. The basement floor level is
susceptible to flooding	which may preclude placement of a control room for conventional
<u>nydraulic elevator in bas</u>	ement.
X] Substantial financial	costs will be incurred by the owner if the waiver is denied.
Cost estimates and quot	ations received from several contractors and vendors indicate that the
ost of installing an eleva	tor in the existing building would be in the range of \$225K - \$325K.
and this an emeleli	a diligent investigation into the costs of compliance with the code, but mode of compliance. Provide detailed cost estimates and, where Cost estimates must include bids and quotes.
wo local general contr	ractors and several elevator companies were requested to provide
otations with detailed	cost breakdowns and supporting documentation for the lowest cost
tion for providing vertic	eal accessibility to the building.

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. Section 553.509 (Vertical Accessibility)
Otis Elevator Proposal for new elevator only, excluding building alterations - \$ 65,600
Kone Elevator Proposal for new elevator only, excluding building alterations - \$ 71,960
Childers Const. Cost Estimate for new elevator including building alterations - \$313,153
Culpepper Const. Cost Estimate for new elevator including building alterations - \$322,250
b. <u>N.A.</u>
10. Licensed Design Professional: Where a licensed design professional 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. This intended original scope of work for this project was to replace floor finishes, repaint interior and improve the exterior appearance of the building. Building alterations were incorporated to
improve the compliance of the building with current fire and accessibility codes. Barriers were
removed and accessible features added to project in the order prescribed by the ADA. The cost
for providing vertical accessibility (>\$300K) was excessively disproportionate to the cost of
building alterations to the 2nd floor (\$25K) Mark D. George Signature Phone number 913-791-7098
(SEAL)

CERTIFICATION OF APPLICANT:

I hereby swear or affirm 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 //7 th	day of November	, 20 <u>07</u>
Was Du	1100	
Signature		-
Mark D. George	\mathcal{O}	
Printed Name		•

By signing this application, the applicant represents that the information in it is true, accurate and complete. If the applicant misrepresents or omits any material information, the Commission may revoke any order and will notify the building official of the permitting jurisdiction. Providing false information to the Commission is punishable as a misdemeanor under Section 775.083, Florida Statutes.



November 1, 2007

Mr. Mark D. George Facility Engineer III EMBARQ Corporation 600 New Century Pkwy New Century, KS 66031

Re: FL-TLHO Cost Breakdown

Dear Mr. George

The following is a cost breakdown of the construction cost for the FL-TLHO Office Building Remodel Project into the three categories you requested.

Company I Co., 1991	Alterations		ADA Improv	Total
General Conditions Insurance Demolition Site Work Asbestos Abatement Metals Finish Carpentry Doors/Hardware Glass/Glazing Drywall/ACT Ceramic Tile Carpet/VCT	\$50,296.00 \$ 1,216.00 \$22,875.00 \$ 560.00 \$18,735.00 \$23,480.00 \$10,374.00 \$28,214.00	and Repair \$32,189.00 \$ 778.00 \$ 2,859.00 \$15,755.00 \$27,571.00 \$3,130.00 \$58,789.00 \$ 5,648.00 \$ 6,096.00	ADA Improv. \$18,106.00 \$ 437.00 \$ 2,859.00 \$35,448.00 \$ 4,683.00 \$ 4,696.00 \$ 3,762.00 \$ 6,096.00	\$100,591.00 \$ 2,431.00 \$ 28,593.00 \$ 51,203.00 \$ 27,571.00 \$ 560.00 \$ 23,418.00 \$ 31,306.00 \$ 69,163.00 \$ 37,624.00 \$ 12,192.00
Painting Specialties Toilet Partitions HVAC Plumbing Electrical Total	\$ 644.00 \$38,309.00 \$ 5,677.00 \$26,442.00 \$226,822.00	\$29,842.00 \$28,465.00 \$211,122.00	\$ 3,162.00 \$ 4,021.00 \$ 2,016.00 \$18,839.00 \$ 2,938.00 \$107,063.00	\$ 29,842.00 \$ 31,627.00 \$ 644.00 \$ 4,021.00 \$ 40,325.00 \$ 24,516.00 \$ 29,380.00 \$ 545,007.00

The cost of the second floor is as follows: Building Alterations Maintenance and Repair Total cost for second floor	\$24,452.00 \$29,453.00 \$53,905.00
The ADA improvements included in this project are as follows:	
New curb cut and accessible ramp to front entrance Remodel existing Men and Women's toilet room on first floor Supply and install new accessible drinking fountain on first floor Install new accessible parking spaces, signs, and striping New ADA doors and hardware	\$14,195.00 \$53,814.00 \$ 5,122.00 \$28,670.00 \$ 5,262.00
Total Cost of ADA Improvements	\$107,063.00

Thank you,

Tad Buzick

TB/css File: F: Tad/Misc Prop

FL-TLHO-Admin Bldg Remodel - 2nd Flr Const. Cost Estimate 2nd Floor Gross Area - 7,200 SF 2nd Floor Remodel Area - 2,500 SF

Description	Qty	Un	it L	Init Co	st i	Ex	tensio	on C)ivisic	n		dg teratior		Maint. 8
Demolition										000		cration	13 1	repair
General Demolition	1	LS	9	3,00	0	\$	3,000	,	• •,•		\$	1,500	١ (1 1 -
Dumpster & Disposal		LD		1,000		\$	1,000				\$	500		\$ 1,50 \$ 50
Asbestos Abatement								\$						
Asbestos Abatement	1	LS	\$	6,900)	\$	6,900		6,9	,00			9	6,90
Carpentry-(Rough)								•	6.0					-,-,
2x4 Stud Partition, 10' Gyp 2-sides	63	LF	\$	100) ;	\$	6,300	\$	6,3	00	\$	6,300		
Doors & Windows								•	_					
Relocate Existing Doors & Frames	4	EΑ	\$	150		\$	600	\$	6	00	\$	600		
Interior Finishes-Floor Coverings														
New Carpet Tile -2nd Floor	0.500		_					\$	6,9	30				
Vinyl Base	2,500 (680 (\$ \$	3 1			6,250 680						\$ \$	6,256 686
Interior Finishes-Ceilings													·	
New Susp.Acoust.Clg-2nd flr	350 8	SF	\$	2.00	\$	3	700	\$	70	00	\$	700		
nterior Finishes-Painting														
Paint Interior Partitions in Admin Areas	E 000 C		Ф	0.00				\$	5,55	0				
Repaint Exist. Doors (Rmdl Side Only)	5,000 S		\$	0.60	\$		3,000						\$	3,000
Paint Door Frames (Rmdl Side Only)	15 E		\$	75	\$		1,125						\$	1,125
Interior Wood Trim @ New Windows	15 E		\$	50	\$		750						\$	750
menor wood thin @ New Windows	9 E	A	\$	75	\$		675						\$	675
lechanical (HVAC)														
New 2'x2' Eggcrate RA Grilles	10 E	Α	\$	50	\$		500	\$	50		\$	500		
lectrical - Power & Lighting														
20A-Brkrs & Circuits for Lighting								\$	5,650)				
New Fluor Can Fixtures in New Hallway	1 E/		\$	250	\$		250				\$	250		
Relocate Existing Light Fixtures	8 E/		\$	250	\$,000			;	\$ 2	2,000		
Relocate/Rewire Light Switches	3 E/		\$	150	\$		450			(\$	450		
New Duplex Receptacles	4 E/		\$	250	\$	1,	,000			9	ß 1	,000		
Relocate Existing Power Poles	4 E/		\$		\$		600			Ş	5	600		
New Raceway for Data Cable	2 E/		\$		\$		300			9		300		
Emergency & Exit Lighting	3 EA		\$		\$		300			\$	6	300		
- No. goney & Exit Eighting	3 Fix	ct S	\$	250	\$	•	750			\$;	750		
VFD System Modifications														
New EWFD Smoke Detectors	10 EA	\$	}	200 :	\$	2,0	000	\$ 2	2,000	\$	2,	000		
ib Total											,			
General Conditions						_			,130				21	,380
b Total						2	23% \$				4,0	083 \$,917
General Contractor OH& Profit									130		21,8	833 \$,297
tal						1	2% \$			\$	2,6			156
							¢	5 2	005					
							Ą	• 55,	905	Ф	24,4	152 S	29	453
							Φ	33,	905	Ф	24,4 2	152 \$ 20%	29,	453

Otis Elevator Company

North American Area 6631 Executive Park Ct Suite 206 Jacksonville, FL 32216 Steve Valdes Tel: (904) 296-6847 ext 20 Fax: (904) 296-9438



November 7, 2007

Mark George EMBARQ Corporation 600 New Century Pkwy New Century, KS 66031 T: 913-791-7098 F: 913-791-6805

Reference:

TALLHASSEE OFFICE BUILDING

Dear Mark,

We are pleased to provide you with our proposal to furnish and install: One (1) 2500lbs Otis LVMLT series holeless elevator system as described in this proposal for the sum of:

Sixty Five Thousand Six Hundred Dollars and No Cents (\$65,600.00)

Please take note of the following sections, which are a part of this proposal:

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

Due to rapidly changing market costs of the materials required to fabricate and deliver elevator equipment, this proposal is good for only 30 days and anticipates that all material shall be shipped prior to 11-31-08 and the installation completed prior to 12-31-08. If these dates are not in accordance with your proposed schedule, we reserve the right to review and re-quote this project prior to accepting an award.

The current lead-time for this equipment is 14-16 weeks from receipt of a fully executed contract, signed approvals, and 35% down payment. Total installation time will be determined based on a mutually agrred schedule and based on you providing a dried-in and clean hoistway and machine room with three-phase power available to our controller upon commencement of our work. If permanent power is not available, you will need to provide a portable generator at no cost to Otis. Temporary cars for construction use must be run on permanent three phase power. Add another week for coordination with other trades and scheduling final inspection.

We appreciate the opportunity of providing this proposal and look forward to the possibility of being a member of your project team. Should you have any questions do not hesitate to contact me at the above address.

Sincerely,

Steve Valdes Account Manager

SCOPE OF WORK

Elevator Designation One (1) Hydraulic Passenger Elevator

Otis Model (1) Otis LVMLT 2500 series holeless telescopic elevator system

Capacity and Speed 2500lbs @ 100 feet per minute

Rise 22' 4"

Number Of Stops And Openings Three (3) Front

Clear Hoistway 8'-4" wide by 5'-9" deep

Clear Car Inside Dimensions 6' 8" wide x 4' 3" deep

Clear Overhead 12' 8"

Clear Pit Depth 4' 0"

Machine Room Location The machine room is located directly adjacent to the

hoistway at lowest floor landing. If the machine room is designed in a remote location, the cost of this proposal will

increase.

Operation Simplex microprocessor control

Power Supply 208 Volts, 3 Phase AC, 60 Hertz

Motor Horsepower 20 HP

Cab Enclosure Otis Series 1 Passenger with plastic laminate panels on side

and rear walls. Satin stainless front return, header and satin stainless cab door. Aluminum threshold. 7' 0" high cab doors.

8' 0" high cab. 7' 4 1/2" height under ceiling.

Otis DH-50 (1/2" x 1-1/2") flat tubular handrail provided on the

rear of the car enclosure with satin stainless steel finish.

Otis DC 22 suspended ceiling with fluorescent lighting and a

plastic diffuser.

Cab Flooring Furnished and installed by others

Hoistway Entrances 3' 6" wide x 7' 0" high. Side-Opening door. Otis Painted Prime

(White) finish. Field painting to match specific colors is by

others. Extruded aluminum sills.

Signals Otis Standard line illuminated car operating panel with digital

position indicator, Otis Classic line hall fixtures with stainless steel faceplates and push buttons. In-car directional lantern with

gong and floor passing signals.

Constant Features

LAMBDA® infrared door reversal device Firefighters' Service Phase I and Phase II

Handicapped and Braille markings (Optional in Canada)

Otis Solid State Soft Starter **Emergency Car Lighting**

Additional Features

Access at top landing with zoning

Certificate Frame

Otis ADA hands free phone

Designed for Seismic Zone 1 requirements

Pad Buttons

Code

Complies to applicable local, state and national codes.

Complies with ANSI A17.1, Florida local code and A.D.A.

Warranty

Twelve (12) months after acceptance of elevator by owner.

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.

Maintenance

Three (3) months after acceptance of elevator by owner including emergency callback service during normal working

hours.

Attachment "B"

SCOPE CLARIFICATIONS

- 1. No specifications were provided. This proposal is based solely on the enclosed information.
- 2. Machine Room Dimensions: 5'-9" wide by 7'-4" deep.
- 3. 3-phase Power must be provided to begin installation of the elevator.
- 4. Overhead requirements: 12' 8" clear height in lieu of 11' 0" as described in e-mail dated 11/1/07.

Alternate:

To furnish a 2-stop elevator with machine room adjacent at the lobby landing: (\$53,000.00)

GENERAL CLARIFICATION'S

- Our proposal is based on providing our "holeless" elevator system whereas no well hole drilling will be required.
- 2. Please pay particular attention to the following items that are work by others, as outlined in "Attachment "D":
 - a. Cab finished flooring
 - b. Pit ladder
 - c. Overhead hoist beam
 - d. Grouting of elevator hoistway door sills
 - e. Barricades
 - f. Cutting and patching
 - g. Pre-start power requirements
 - h. Structural slab requirements (for traction units)
 - i. (Add additional items per review of specifications and drawings.)
- 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 which are currently \$120 per man hour, regular working hours only, plus expenses.
- 4. You shall be responsible for providing suitable on-site storage, approximately 20' x 25' per elevator adjacent to the hoistway on the main access level for the building. We require suitable tractor trailer access to the building for unloading of material and/or rollable access for equipment into the building. If you are not ready to accept delivery of the material on the date the machine room is to be ready, you shall give us sufficient notice of a local point where you will accept delivery, and be responsible for all monthly storage fees. An extra charge will be assessed for any double handling or re-transportation of elevator material required by the general contractor/owner or agent thereof.
- Our proposal is based on the General Contractor being responsible for providing a jobsite crane, at no expense to Otis, to hoist the plunger(s) and cylinder(s) into the respective well hole(s) prior to top-out of the building. Otis will schedule delivery of the plunger(s) and cylinder(s) in accordance with a project schedule or signed scheduling letter provided by the General Contractor. Otis will provide the necessary manpower to assist with the hoisting of this material. If an adequate crane is not available, it is understood Otis will be compensated for the entire cost of securing a crane for our needs.

- Hoistway, pit, overhead, and machine room to suit our standard space requirements. Car platform and clear car inside dimensions to be our standard sizes for the capacities specified.
- 7. It is the responsibility of the General Contractor to provide adequate on-site parking for Otis employees. No additional parking money has been included in this proposal.
- 8. 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.
- 9. Full time on-site supervision is not included. All of our installation teams report to and are under the direct supervision of our Construction Superintendent. Each team includes an experienced "mechanic in charge" and when more than one team is working on a single project, one mechanic is designated as the foreman. These teams are trained and equipped to work independently and with general supervision only.
- Our quotation is based upon others providing adequate rail bracket fastenings at the clear hoistway line, an OSHA required hoisting beam for a 5000lb net live load in the overhead with proper code clearance of minimum of 12'-3" to the bottom of the beam.
- Our proposal is based on others providing (a) a concrete structural slab to support our geared traction machine room equipment, and (b) a hoisting service for our machines and controllers directly to the elevator machine room floor slab at no cost to Otis. Machine beams will not be required for the concrete structural slab method.
- 12. Should you desire to use an elevator for construction purposes, there will be a charge of \$1000 to cover the cost of our field labor and the QEI to perform the additional test required by the State of Florida, a \$150 monthly charge payable to the QEI for a construction permit, a monthly charge of \$1000 for interim maintenance service, and a final clean-up charge based on the condition of the equipment invoiced at our standard billing rates. You will also be responsible for furnishing and maintaining the interior protection and providing an operator on the car during temporary use.

GENERAL TERMS AND CONDITIONS

- 1. This proposal is submitted with the understanding that any contract resulting therefrom will be subject to review and mutual acceptance of all terms and conditions contained therein. It is conditioned on neither party being liable to the other for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God. Under no circumstances shall either party be liable for special, indirect, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract 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** (\$6.00 per \$1000) of resulting contract amount.
- 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 you or others shall terminate upon final acceptance of the work.

In lieu of naming others as Additional Insured, Otis will provide Owners and Contractors Protective Insurance (OCP) at an additional cost to you.

If the project is covered by an Owner/Contractor Controlled Insurance Program (OCIP/CCIP), Otis agrees to participate provided it is at NO COST to Otis and subject to its review and acceptance of the proposed program. Any obligation of Otis to name others as Additional Insured shall be for off-site operations only.

- 4. Our proposal is based the following payment terms:
- a. Monthly progress payments shall include the value of work performed and materials stored on or off site and a payment of 35% of the contract price is required prior to placement of factory orders to cover costs associated with submittals, contract engineering, permits, fees, bonds, and raw material procurement.
- b. Final payment shall be due thirty (30) days after final acceptance of the elevator installation.
- c. We must be paid ninety percent (95%) of the final contract price before turnover of the elevator equipment.
- d. Retainage shall not exceed 10%, and shall be reduced to 5% upon 50% completion of our work.
- e. Our payments shall be contingent on Owner payment to you only to the extent of moneys withheld by the Owner for some deficiency on our part.
- f. Any payment not made when due shall be subject to interest at the rate of one and one-half percent (1.5%) per month or the maximum permitted by law, whichever is less, plus reasonable attorney's fees and collection costs.
- g. We agree to provide lien waivers on Otis' Standard Forms with respect to work or material for which we have been paid for in full.
- 5. We will not perform any additional work until such time we receive a properly approved change order for an agreed upon price.
- 6. Our ability to maintain scheduled job progress is conditioned upon us being allowed additional time for delays beyond our control as well as the timely furnishing to us of completed and code compliant hoistway(s) and machine room(s), necessary approvals and power of proper characteristics, all for our uninterrupted use.
- 7. Vandalism or theft of Otis equipment from the jobsite is the responsibility of the General Contractor who shall be responsible for full reimbursement.

Page 6

ATTACHMENT "C"

PREPARATORY WORK BY OTHERS

(Holeless Elevators)

The following items must be performed or furnished at no cost to Otis Elevator Company ("Otis") by the Owner or General Contractor or their agents in accordance with governing codes. The price and installation schedule of Otis Elevator Company is based on these job-site conditions existing at the beginning and during installation of the dumbwaiter equipment.

All work to be performed per the latest revision of the applicable national code: ASME A17.1 (U.S.):

- 1. Furnish adequate rail-bracket supports, bracket spacing as required by governing code, from pit floor to top of hoistway.
- 2. Furnish a dry pit reinforced to sustain vertical forces on car rails and impact loads on cylinder head(s) and buffer(s). Hoistway, pit and machine room dry and clean.
- 3. Furnish hoistway walls designed and constructed in accordance with the required fire rating (including those places where elevator-fixture boxes and rail-bracket fastenings penetrate the hoistway walls). The hoistway walls are to include adequate fastening to hoistway entrance assemblies. 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 bearing walls, rough openings are to be provided to accept entrance frames and filled in after frames are set. Rough opening size per Otis layouts.
- 4. Provide plumb vertical surfaces for entrance-sill supports, one above the other, and square with the hoistway. Finished 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.
- 5. To meet the date upon which the elevator is to be turned over, the elevator wall must be installed or rough openings must be filled in at an agreed upon date.
- Provide any cutting, including cutouts to accommodate machine-room piping, hall-signal fixtures, patching, and painting of walls, floors, or partitions together with finish painting of entrance doors and frames, if required.
- 7. 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.
- 8. Provide suitable on-site storage area for all elevator equipment, with roll-able access to the elevator hoistway at ground level. A suitable storage area is defined as follows:
 - a. Dry and enclosed under a dried in building structure.
 - b. Provide roll-able access to the elevator hoistway at the ground level.
 - c. Is within 100 ft. of the hoistway.
 - d. Is larger than 25×20 ft.

Any warranties provided by Otis for elevator equipment are null and void if equipment is stored in a manner that does not comply with item a. of the above storage definitions.

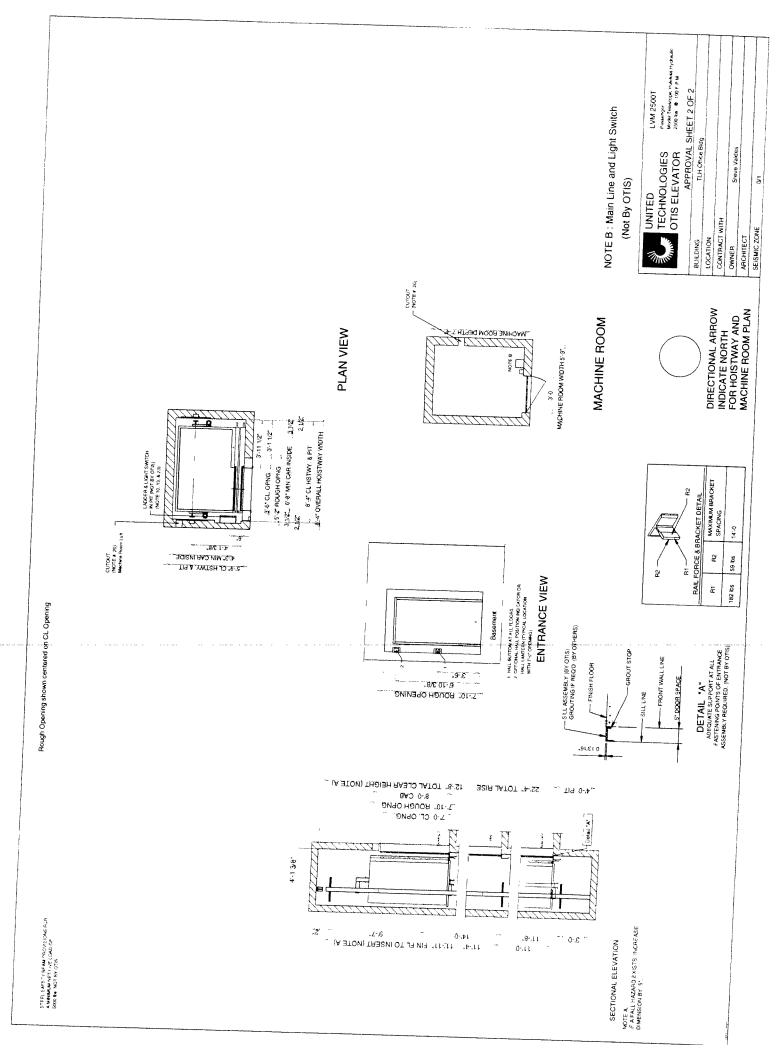
- 9. Provide a properly framed and enclosed legal hoistway in accordance with all applicable codes. Specifically, provide a hoistway that complies with the following:
 - a. Dry
 - b. Plumb within +1 inch and -0 inches
 - c. Roof in place.
 - d. Inserts, imbeds or rail fastening installed
 - e. Safety beam in place positioned side to side as shown on Otis layout.
 - f. Otis/OSHA compliant barricades in place.
 - g. Ready for uninterrupted use by Otis.
- 10. Provide all electrical power for light, tools, hoists, welding, etc., during erection, to be available at an agreed upon date.
- 11. Provide guarding and protection of the hoistway during construction.
- 12. Provide and Install a safety beam capable of withstanding a maximum net live load of 5000 lb. (2268 kg). 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 a suitable 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 45°F (7°C) and 90°F (32°C) to be measured 6 feet (1830 mm) above the floor and 1 foot (305 mm) out from any part of the car controllers, drives, and motors. Areas near the heat exhausts of the controllers, drives, and motors may be excepted from this requirement. Relative humidity is not to exceed 95% non-condensing. Local codes may require tighter temperature ranges. Please check with your local code authority for the exact requirements in your area.
- 14. If sprinklers are installed in the hoistway, machine room, or machinery spaces, a means to automatically disconnect the main line power supply of the affected elevator prior to the application of water. Smoke detectors shall not be used to activate sprinklers in hoistways, machine rooms, or machinery spaces or to disconnect the main line power supply.
- 15. All 125 volt, 15 or 20 ampere single-phase receptacles installed in pits, machinery spaces and dumbwaiter-car tops shall be of ground-fault circuit-interrupter type. All 125 volt, 15 or 20 ampere single-phase receptacles installed in machine rooms shall have ground-fault circuit-interrupter protection [NEC 620-85]. A dedicated single-phase receptacle supplying a permanently installed pit sump pump shall not require GFCI protection.
- 16. Furnish three (3) phase, electrical-feeder system with a separate equipment-grounding conductor terminating in the machine room. Size of the feeders and grounding conductor to suit dumbwaiter power characteristics. 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) with feeder or branch wiring to controller [NEC 620-51]. Where practical, disconnects shall be located adjacent to the door of the machine room enclosure. A separate 120 volt AC, 15 ampere single phase branch circuit and SPST fused disconnect switch or circuit breaker, arranged to be 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. Branch circuit wiring to each controller

[NEC 620-53]. Suitable light and convenience outlets in machine room with light switches located within 18" (456 mm) of lock jamb side of machine room door and a convenience outlet and light fixture in pit with switch located adjacent to the access door [NEC 620-23]. Electric power for light, tools, hoist, etc.; during installation as well as electric current for starting, testing and adjusting the elevator.

To meet the date upon which the elevator are to be turned over, the permanent three (3) phase feeder system and protective devices must be installed and power available prior to the start of elevator installation at an agreed upon date.

- 17. Provide one (1) dedicated outside telephone line to the elevator machine room.
- 18. Provide a telephone instrument or means within the car for communicating or signaling to an accessible location outside the hoistway or central exchange system or approved emergency service, unless stated elsewhere in the specifications. System to be designed to ADAAG requirements.
- 19. For elevators having a battery-powered Emergency Return Unit (ERU). Provide the disconnecting means required by the National Electrical Code with an auxiliary contact and wiring to the controller. The auxiliary contact is to be positively open when the main disconnecting means is open. The auxiliary contact shall cause the ERU power source to be disconnected from its load when the disconnecting means is in the open position. Size of main contacts to suit elevator power characteristics. Heat sensors, when used to automatically disconnect the mainline power supply prior to the application of water from sprinklers, shall be provided with a normally closed contact with wiring from the sensing device to a controller designated by Otis. The normally closed contact shall be closed when the heat sensor is not activated and shall be open when the heat sensor is activated.

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



IMPORTANT NOTES - GENERAL REQUIREMENTS BY OTHERS

- PROPERLY FRAMED AND ENCLOSED LEGAL HOISTWAY INCLUDING VENTING AS REQUIRED BY THE GOVERNING CODE AND SAFETY BEAM AS SHOWN.
- SPACING SHOWN ON THE RAIL BRACKET CHART. SEPARATOR BEAMS WHERE REQUIRED. ADEQUATE SUPPORT FOR GUIDE RAIL FASTENINGS NOT TO EXCEED THE VERTICAL 0
- PROVISION FOR GUARDING AND PROTECTING THE HOISTWAY DURING CONSTRUCTION TO BE ERECTED, MAINTAINED, AND REMOVED BY OTHERS. က
 - ALL CUTTING OR PATCHING TO ACCOMMODATE ELEVATOR INSTALLATION. 4
- THE REQUIRED FIRE RATING INCLUDING WHERE PENETRATED BY ELEVATOR FIXTURE HOISTWAY WALLS ARE TO BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ENTRANCE WALL AND THE FINISHED FLOOR MUST NOT BE CONSTRUCTED UNTIL BOXES, AND TO INCLUDE ADEQUATE FASTENINGS TO HOISTWAY ASSEMBLIES. A HORIZONTAL SUPPORT MUST BE PROVIDED 12" (305mm) ABOVE THE CLEAR OPENING AT EACH LANDING TO SUPPORT THE DOOR FRAME ASSEMBLY. THE FRAMES AND SILLS ARE SET.
- FOR PRECAST OR POURED CONCRETE WALLS, PROVIDE THE ROUGH OPENING FOR HOIST. WAY AS SHOWN ON LAYOUT, AND ANY GROUTING AROUND ENTRANCE FRAMES IF RECYD. 9
- (15.5° & 37.8° C). RELATIVE HUMIDITY NOT TO EXCEED 95% NON-CONDENSING FOR HEATING, SUITABLE MACHINE ROOM WITH LEGAL ACCESS AND MINIMUM HEIGHT OF 7-6" (22q6mm) TO BE PROVIDED. MACHINE ROOM TEMPERATURE MAINTAINED BETWEEN 60° & 100° F VENTILATION, AND AIR CONDITIONING REQUIREMENTS OTHER THAN THOSE SHOWN ABOVE REFER TO OTIS CONFIRMATION OF POWER SUPPLY FORM. MACHINE ROOM! SIZE MAY VARY WITH LOCAL CODE. CONSULT YOUR OTIS REPRESENTATIVE. ^
 - A SEPARATE BRANCH CIRCUIT FOR SUITABLE LIGHT FIXTURE(S) AND CONVENIENCE OUTLETS, WITH G.F.I., IN THE MACHINE ROOM WITH THE LIGHT SWITCH LOCATED œ
- FOR EACH ELEVATOR, A THREE PHASE ELECTRICAL FEEDER SYSTEM WITH A SEPARATE SUPPLY. EACH WITH A FUSED DISCONNECT SWITCH OR CIRCUIT BREAKER, LOCATED EQUIPMENT GROUNDING CONDUCTOR AND A SINGLE PHASE 120 VOLT LIGHTING ADJACENT TO THE LOCK JAMB SIDE OF THE MACHINE ROOM DOOR. IN THE MACHINE ROOM AND WIRED TO EACH CONTROLLER.
 - IN THE PIT, A SEPARATE BRANCH CIRCUIT FOR CONVENIENCE G.F.C.I. OUTLET & LIGHT FIXTURE WITH LIGHT SWITCH ADJACENT TO THE PIT LADDER. 5
- ALL ELECTRIC POWER FOR TOOLS, LIGHT, HOIST, ETC., DURING ERECTION AS WELL, AS ELECTRIC CURRENT FOR STARTING AND ADJUSTING THE ELEVATOR. = 2
 - DRY PIT REINFORCED TO SUSTAIN VERTICAL FORCES OF UP TO: 17492 LBS AT EACH BUFFER AND
 - 3700 LBS AT THE CYLINDER HEAD.
- THE ACCUMULATION OF WATER MUST BE PREVENTED.
- PROJECTION FROM WALL PER LOCAL CODE. IF PIT DEPTH IS GREATER THAN 9:10" (3000mm) A FIXED VERTICAL STEEL LADDER TO PIT EXTENDING 4"-0" (1219mm) ABOVE THE SILL OF [13-9" WITH NO FLOOR BELOW BOTTOM LANDING] A PIT ACCESS DOOR IS REQ'D. THE BOTTOM ENTRANCE AS LOCATED IN THE PLAN VIEW. LADDER WIDTH AND 5
 - PIT FLOOR BENEATH CYLINDERS AND BUFFER TO BE FLAT AND LEVEL WITHIN 1/8" (3mm) FULL WIDTH HOISTWAY. 4
 - ELEVATOR CAB FLOORING MUST NOT EXCEED A THICKNESS OF 5/16" (8mm). 5
- ONE (1) DEDICATED OUTSIDE TELEPHONE LINE TO THE ELEVATOR MACHINE ROOM MUST BE FURNISHED. TELEPHONE CONNECTIONS TO EACH CONTROLLER. TELEPHONE INSTRUMENT BY OTHERS. 9
- PITS, MACHINE ROOMS OR MACHINERY SPACES, SHALL BE OF THE GROUND-FAULT. ALL 125 VOLT, 15 OR 20 AMP, SINGLE PHASE DUPLEX RECEPTACLES INSTALLED IN CIRCUIT-INTERRUPTER TYPE. 1

- DETECTOR IN THE ELEVATOR MACHINE ROOM. SMOKE DETECTOR MAY BE REQUIRED THE SIGNAL FROM THE FIRE ALARM PANEL MUST BE A NORMALLY CLOSED CONTACT AND MACHINE ROOM CANNOT BE TIED INTO SMOKE DETECTORS FOR THE REST OF MUST HAVE ONE SMOKE DETECTOR IN EACH ELEVATOR LOBBY AND ONE SMOKE ONE ZONE FOR THE DESIGNATED LANDING, THE SECOND ZONE FOR ALL OTHER DETECTORS. IN ADDITION, THE SMOKE DETECTORS IN THE ELEVATOR LOBBIES SEPARATE ZONE FROM THE REST OF THE BUILDING. WIRING FROM FIRE ALARM PANEL MUST BE RUN IN CONDUIT TO ELEVATOR CONTROLLER. THE SMOKE IN THE HOISTWAY DEPENDING UPON LOCAL CONDITIONS AND/OR CODES. THE BUILDING. THE ELEVATOR LOBBIES AND MACHINE ROOM MUST BE A INSTALL AND COMPLETE FIRE ALARM SYSTEM FOR ELEVATOR RECALL. DETECTORS HAVE TO BE MANUALLY RESET AFTER BEING ACTIVATED. WITHOUT ANY INPUT VOLTAGE. THIS IS REQUIRED FOR BOTH ZONES. FIRE ALARM SYSTEM MUST HAVE TWO ZONES: 8
 - MACHINE ROOM FOR THAT PARTICULAR ELEVATOR, AND ANY SMOKE DETECTORS IN EACH ELEVATOR, THE CONTACT IS TO REPRESENT THE SMOKE DETECTOR IN THE SMOKE DETECTORS ARE INSTALLED, OR IF THE GROUP HAS MORE THAN ONE IF THE GROUP CONTAINS MORE THAN ONE HOISTWAY, AND THE HOISTWAY MACHINE ROOM, PROVIDE ONE NORMALLY CLOSED CONTACT FOR THE HOISTWAY CONTAINING THAT PARTICULAR ELEVATOR.
- SPACES, LOCAL CODE MAY REQUIRE A MEANS TO AUTOMATICALLY DISCONNECT THE MAIN ACTIVATE SPRINKLERS IN HOISTWAYS, MACHINE ROOMS OR MACHINERY SPACES OR TO POWER SUPPLY OF THE AFFECTED ELEVATOR PRIOR TO THE APPLICATION OF WATER (CONFIRM WITH LOCAL CODE OFFICIAL). SMOKE DETECTORS SHALL NOT BE USED TO IF SPRINKLERS ARE INSTALLED IN THE HOISTWAY, MACHINE ROOM, OR MACHINERY DISCONNECT THE MAIN LINE POWER SUPPLY. 9
 - LOCATION OF THE CUTOUTS FOR THE TO AND FROM OIL PIPE AND ELECTRICAL TROUGH TWO (2) 6" X 6" (152mm x 152mm) CUTOUTS ARE REQUIRED (NOT BY OTIS). THE ACTUAL WILL VARY DEPENDENT UPON MACHINE ROOM LOCATION AND CONFIGURATION. 20
 - HOISTWAY FACIA IS NOT SELF-SUPPORTING FOR LONG, CONTINUOUS RUNS VOID OF ENTRANCES. ADEQUATE SUPPORT FOR THE FACIA MUST BE PROVIDED BY OTHERS. 2
- SUMP OR DRAIN REQUIRED IN PIT (NOT BY OTIS). LOCATION TO BE COORDINATED WITH OTIS TO AVOID ELEVATOR COMPONENTS AND ACCESS AREA. 22 33
- HYDRAULIC PIPE TO CONFORM TO ASTM A106, GRADE B, SEAMLESS. DIMENSIONAL DATA ON LAYOUT COMPLIES WITH ASME A17.1 AND/OR LOCAL CODE. 24
 - IN AREAS REQUIRING COMPLIANCE TO ASME A17.1A-2002 INCREASE HOISTWAY & CONSULT YOUR LOCAL OTIS REPRESENTATIVE TO CONFIRM YOUR SPECIFIC PIT WIDTH BY 2.5" EACH SIDE (5" OVERALL) OR PROVIDE CUTOUT FOR PIT LADDER: (CUTOUT = 26" W X 2.5" D X (PIT DEPTH + 48") H). REQUIREMENTS AND LADDER LOCATION.

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Passenger Model Telescopic Holeless Hydraulic 2500 lbs. @ 150 F.P.M. APPROVAL SHEET 1 OF 2 LVM 2500T TLH Office Blog Steve Valdes TECHNOLOGIES OTIS ELEVATOR CONTRACT WITH SEISMIC ZONE ARCHITECT LOCATION BUILDING OWNER

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11/7/2007

Embarq Tallahassee, FL

Attn: Mark George

RE: FL-TLHO-Office Building - Tallahassee, FL

war deorge

KONE Inc.

9655 Florida Mining Blvd. West

Ste 30

Jacksonville, FL 32257

Tel: 904-292-0225 Fax: 904-292-2047

www.kone.com

paul.starstrom@kone.com

Dear Mark.

KONE Inc. is pleased to provide you with our quotation to furnish and install 1 EcoSpace Gearless Traction Elevator for the above project. We quote a total net sum of **(\$71,960.00)** for all labor and material required for a complete installation. Our pricing includes all applicable taxes and is valid for a period of thirty (30) days. Our pricing is based upon our Kone layout dated 11/6/07, 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 being prepared for submittal to KONE.
- For items that are to be furnished and installed by your firm or by other trades please see Attachment B.
- We will work 40 straight-time hours per week, 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 that includes monthly and
- 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 Seismic Zone I territory. No special seismic provisions are included in our proposal.
- 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.

SITE ABSOLUTES

- 10. 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

- 11. Our bid is based upon KONE performing 100% of the installation labor in 2008. 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.
- 12. The proposed elevators will be in accordance with the following details:

Quantity:	1
Capacity:	2500#
Speed:	150 fpm
Landings:	2
Openings:	1 front
Travel:	11'-4"
Operation:	Simplex Operation
Clear Hoistway Size:	8'-6" width x 5'-10" depth min.
Pit:	5'-0" min.
Clear Overhead:	13'-0"



Hoistway Entrances: Type & Finish:	3'-6" clear width x 7'-0" clear height KONE standard AMDY® knockdown entrance assemblies finished in baked enamel (alternate price for #4ss is \$440/entrance).
Cab Enclosure:	KONE standard 8'-0" tall cab with flush plastic laminate walls. In addition, we will provide a round handrail for the rear and side walls finished in #4ss and a standard fluorescent ceiling.
Signal Fixtures:	KONE Inc. KSS500 fixture line, one (1) car direction lantern will be mounted in the door jamb. One (1) car operating panel with a digital car position indicator, hall lanterns at all floors, fire fighter phase II recall and a standard ADA compliant phone have been included.
LEADTIME SCHEDULES	
Item/Process Drawings: Approval:	<u>Leadtime</u> 2 weeks 2 weeks*
After receipt of approved drawings	
Manufacture: Shipping: Installation:	16 weeks 1 week 6 weeks
 Length of approval time depends on Per elevatorjobsite mobilization t all KONE Site Absolutes completed 	G.C./Architect's actual review time o be based upon a mutually agreed upon delivery date and by others in accordance with this date.
Thank you for the opportunity to submit or	or proposal for this project. We look forward to joining your construction team. If you concerns, please do not hesitate to call me.
Sincerely,	
KONE Inc.	Accepted by:
	Printed Name:
Paul Starstrom	Title:
New Equipment Office Manager	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. VALIDITY OF QUOTATION

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

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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.

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.

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:

25% 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.

25% 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 "B": KONE Inc. Work By Others

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Purchaser to provide the following in accordance with code requirements:

General

- KONE shall be responsible for materials movement it deems needed specifically for its work scope. Should others impact and/or direct KONE to double handle and/or move its material once initially delivered and staged, KONE shall be reimbursed for time and material impacts via change order.
- 2. KONE will attempt to protect its work in place until ultimately accepted by the owner. KONE's protection is limited to reasonable methods of protection while actively onsite. In the event of vandalism and/or damage to KONE's material and/or equipment that can be attributed to others, the Purchaser will compensate KONE for said damages, following submission of a detailed breakdown of costs associated with stated damages, and then the Purchaser will back charge the likely responsible party or parties working in or around the material/equipment that was damaged.
- Provide sufficient on-site refuse containers for the disposal
 of the elevator packing material. Should sufficient
 containers not be provided, the removal of the elevator
 packing material shall become the responsibility of the
 owner.
- Provide any cutouts to accommodate the elevator equipment.
- 5. If applicable, provide an emergency power transfer switch as required by KONE, Inc. for termination at the primary elevator control cabinet. For emergency power operation of simplex elevators, a stand-by/emergency power generator, sufficiently sized to provide power of permanent characteristics to each elevator's disconnect, simultaneously, upon loss of regular power is required. When multiple elevators are "grouped" with regard to their operation, emergency power for at least one elevator in each "group" of elevators will be sufficient, due to the availability of sequencing the elevators within each group.

Hoistway

6. For proper equipment operation, the machine space at the

- top of the hoistway must maintain a temperature between 41° F. [5° C] and 104° F [40° C]. The hoistway must be properly vented per code requirements. Maximum allowed humidity is 95% non-condensing.
- 7. Provide adequate support for guide rail brackets from pit floor to the top of the hoistway and not spanning further then allowable by the governing code authority. When maximum bracket span is exceeded additional support shall be provided at purchaser's expense. Any bracket mounting surface that is not in line with the clear hoistway dimension detailed on the approved KONE final layout drawings may need to be extended to meet the proper dimension.
- An I-Beam, provided by KONE, must be installed in the elevator hoistway overhead per the KONE final layout drawings.
- If applicable, provide partitions in between common hoistways.
- 10. If guide rail brackets are to attach to steel, all brackets must be installed prior to applying fireproofing to the steel.
- 11. Any projection greater then 2" [50.8mm] (4" [101.6mm] if ASME A17.1 2000/CSA B44 2000 apply) must be beveled at an angle not less then 75° from horizontal.
- 12. If concrete block wall construction, refer to the approved KONE Final Layout Drawings for proper installation of rail bracket attachments. Inserts provided by KONE unless otherwise noted on the approved KONE Final Layout Drawings. Insert type must be approved by KONE. Concrete masonry units shall conform to ASTM C 90 per IBC 2000 code section 2103.1 and have a minimum compressive strength of 1500 psi per IBC 2000 code section 2108.7.4.1. Mortar shall conform to ASTM C 270 per IBC code section 2103.7. and a minimum compressive strength of 2000 psi is required. Grout shall conform to ASTM C 476 per IBC 2000 code section 2103.10 and a minimum compressive strength of 2000 psi is required.
- Each landing to be suitably prepared for entrance sill installation with grouting done after sills are installed.
 Note: Traditional Angle or concrete sill support is not required.
- 14. Cutting and patching required for installing hall push buttons, signal fixtures and sleeves.

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- 15. Provide for any repairs such as grouting, patching and painting made necessary by such cutting.
- Provide suitable lighting for machine space with switch conveniently located inside the hoist way on strike side of top landing door.
- 17. If control space is located remote from the elevator hoistway top landing: Provide a 16"x16" fire-rated, lockable access panel in top landing hoistway wall for EACH elevator. Provide a light fixture, with guards, in or above the Remote Access Panel; providing an illumination level equal to, or greater then, that required by A17.1 2000/CSA B44 2000, or applicable version

Pit

- 18. Convenience outlet to be GFCI protected.
- 19. A legal pit, dry and reinforced to sustain vertical force. All vertical forces detailed on KONE final layout drawings are two times the static loads.
- 20. Sump pumps located within the pit may not interfere with the elevator equipment.
- 21. A light fixture with guards and an illumination level equal to, or greater then, that required by A17.1 2000/CSA B44 2000, or applicable version.
- 22. Pit ladder of non-combustible material extending from pit floor to 42" above the sill of lowest landing. Pit Ladder is supplied by KONE unless otherwise noted on the layout drawings. Locate per KONE.

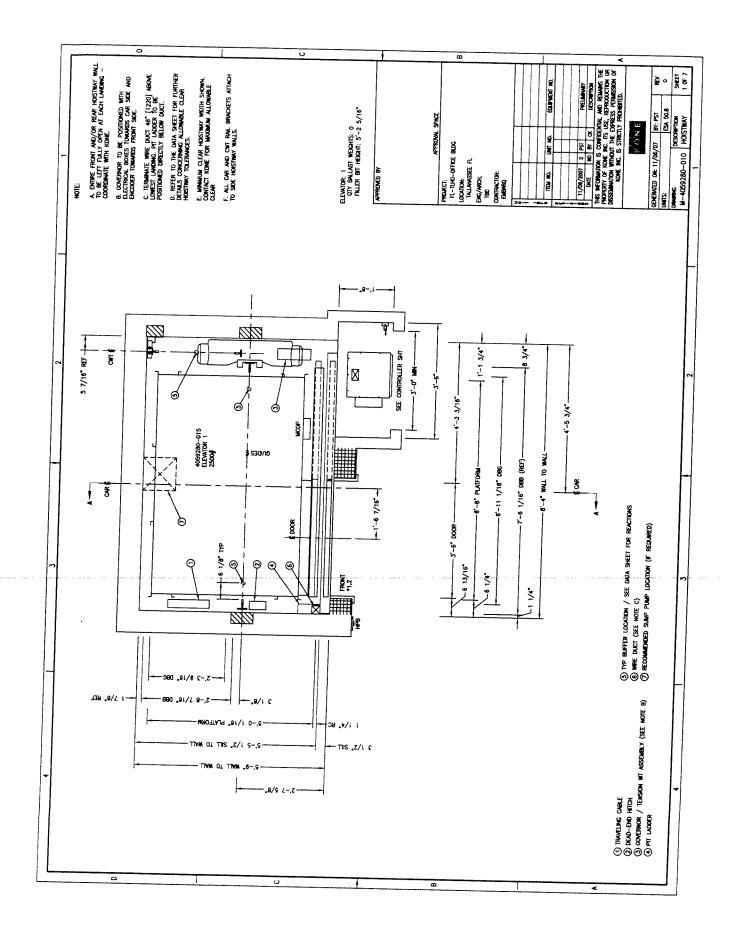
Control Space

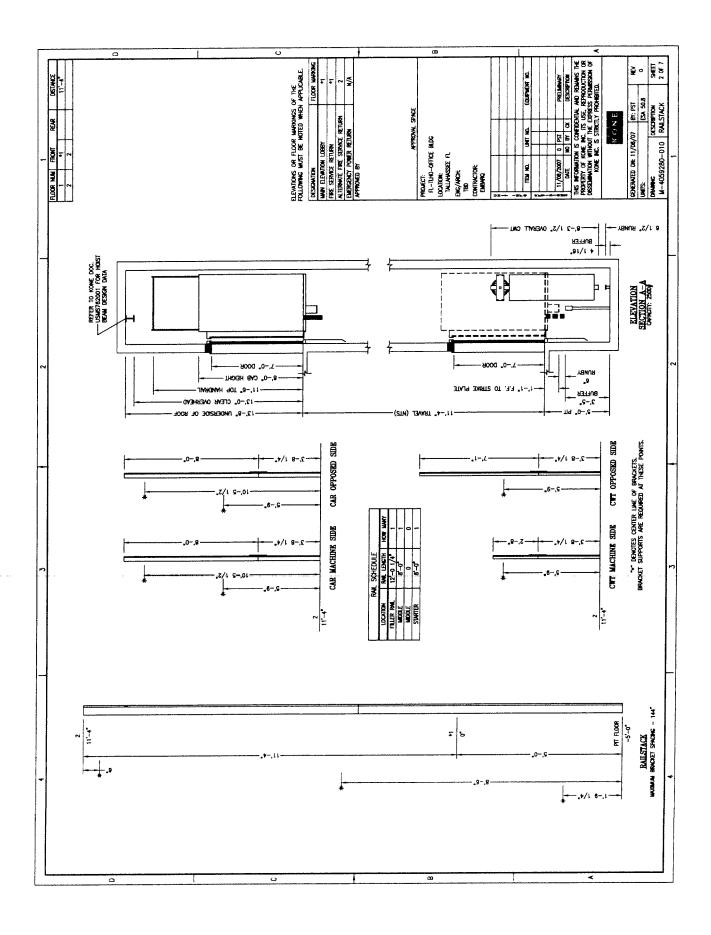
- 23. All electrical equipment shall be provided in accordance to NEC, NFPA 70 (NEC) Article 620 and/or applicable local code. Canadian applications shall be provided in accordance to Canadian Electrical Code, C22.1 Section 38 and/or applicable local code.
- 24. A legal control space with adequate access. For proper equipment operation, the temperature in the control space

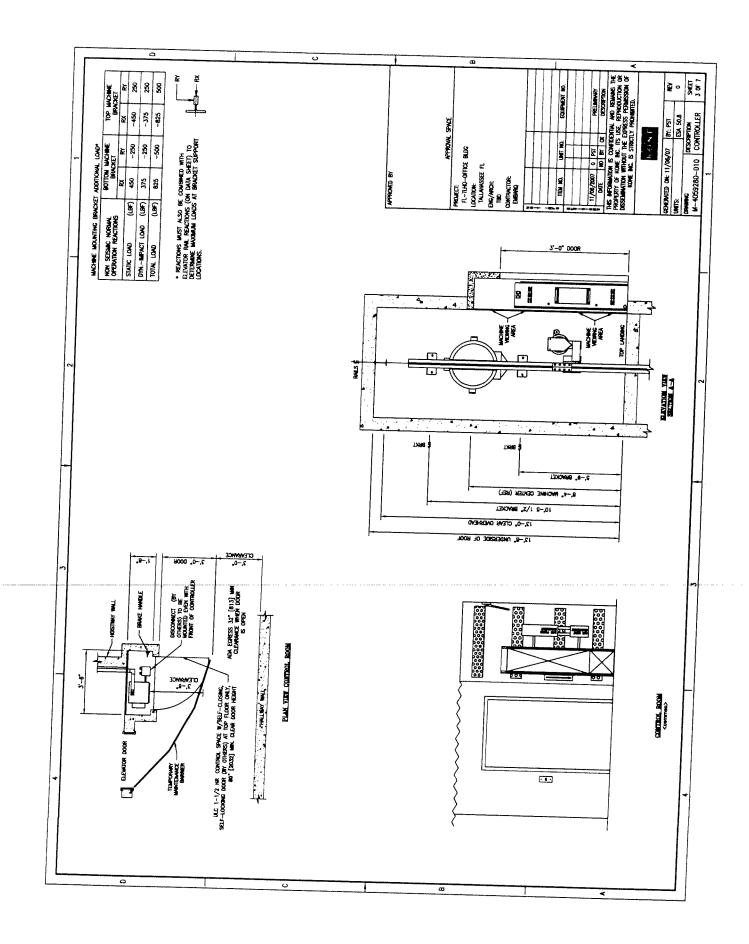
- must maintain between 41° F. [5° C] and 104 ° F [40° C]. Maximum allowed humidity is 95% non-condensing.
- 25. If applicable, the access door must be secured against unauthorized access, self-closing, self-locking and operable from the inside without a key.
- 26. If control space is adjacent to the hoistway, provide sleeves in the common wall per sheet 3 of the KONE Layouts.
- 27. If control space is adjacent to the hoistway, provide adequate access doors located per sheet 3 of the KONE Layouts.
- 28. A single means of disconnecting all ungrounded main power conductors by an enclosed external operable fused motor circuit switch or circuit breaker, lockable in the open position. Branch circuit wiring including building ground conductor from the electrical disconnect to the elevator control cabinet. The disconnecting means shall disconnect the normal power service as well as emergency power service, when provided.

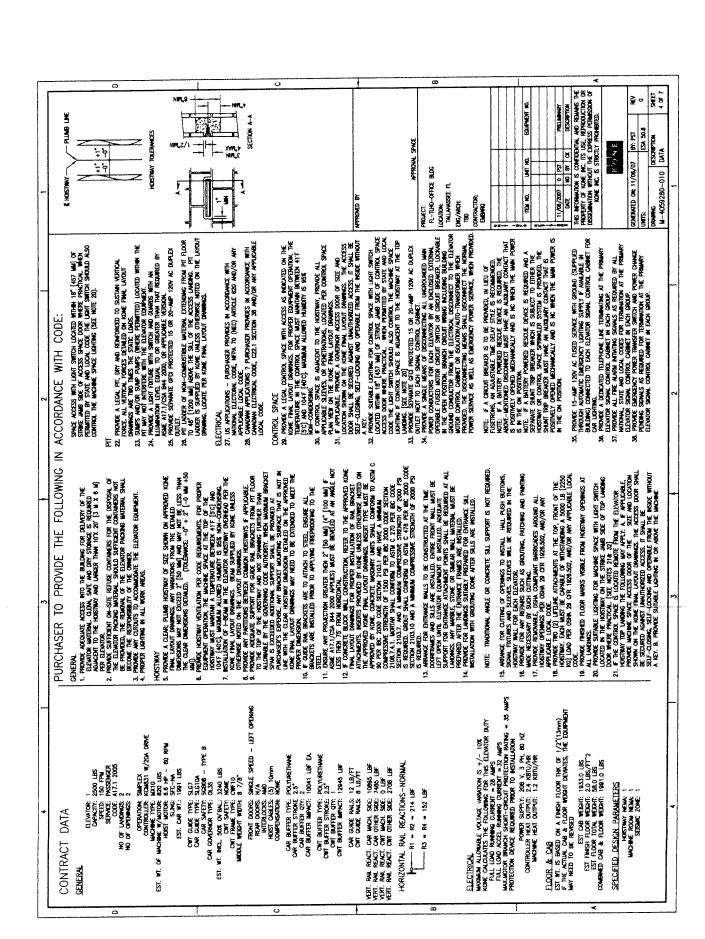
Note: If a circuit breaker is to be provided, in lieu of fusetrons, an adjustable time delay style with a one standard size larger rating is recommended. Note: If battery powered rescue device is required the abovementioned disconnect must have a NC auxiliary contact that is positively opened mechanically.

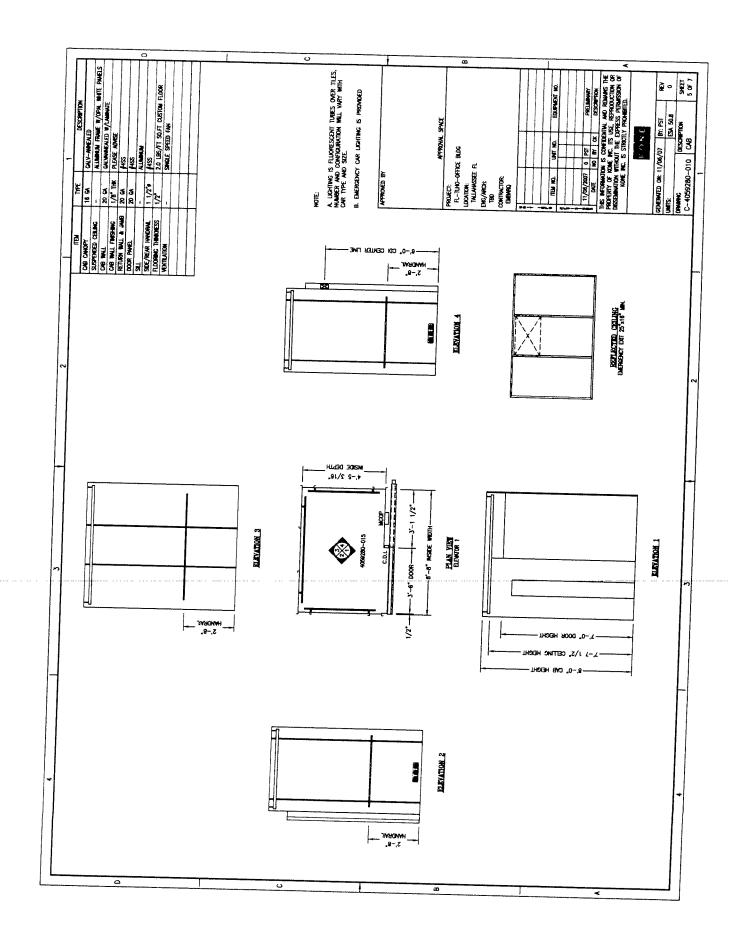
- 29. Suitable lighting with light switch located within 18" of strike jamb side of machine room access door.
- 30. Separate GFCI protected 20-amp 120V AC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to elevator signal controller for car lighting.
- A dedicated telephone line terminating at the primary elevator control cabinet.
- 32. Convenience outlet to be GFCI protected.

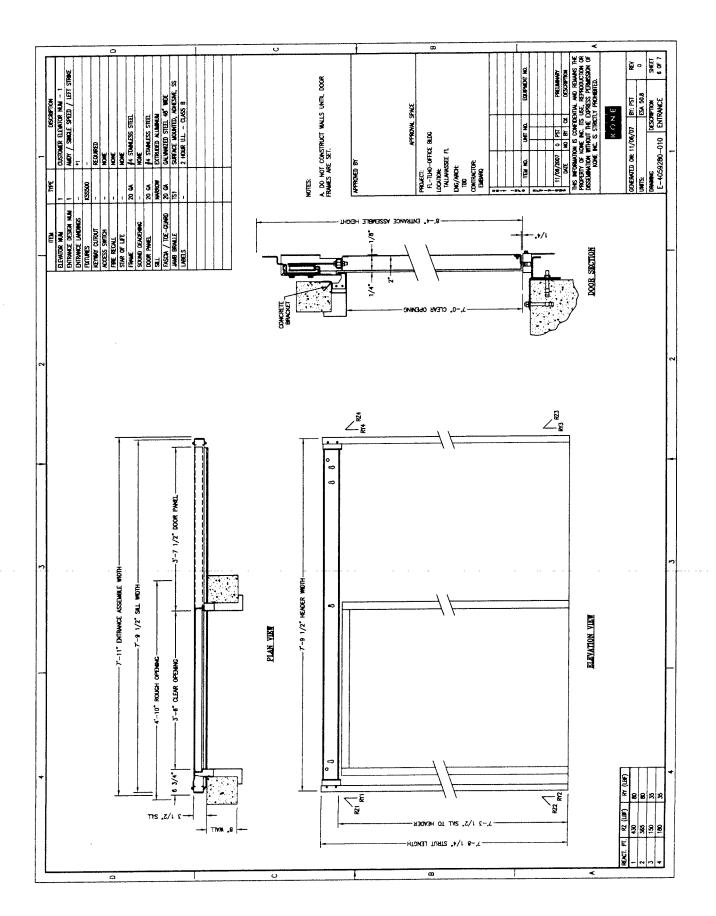




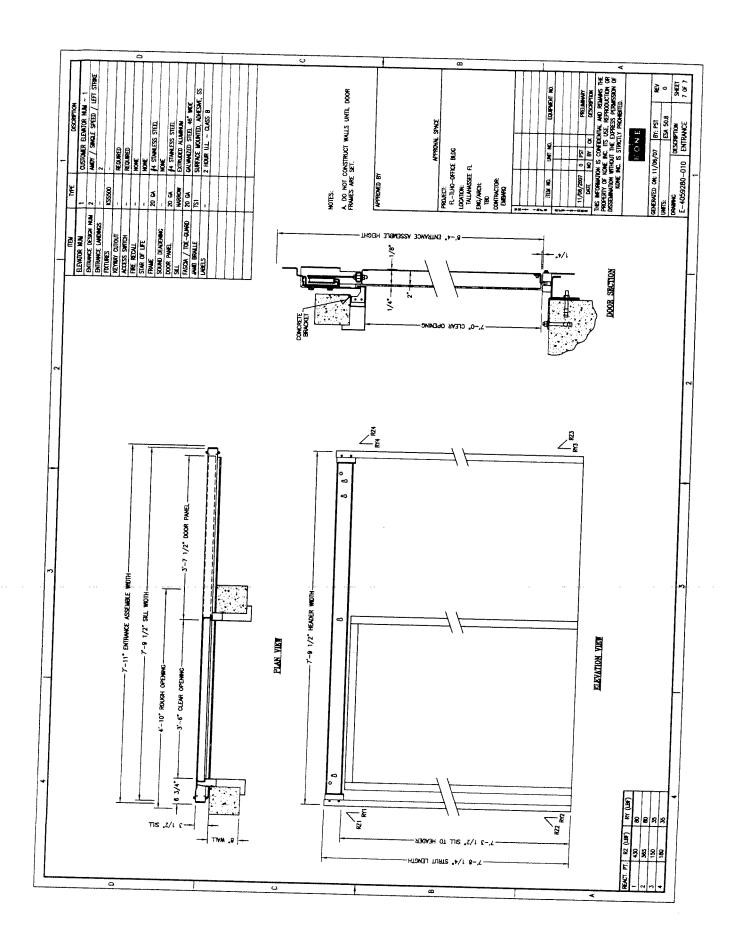








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FL-TLHO-Office Building

Prepared for: Embarq - Mark George

Equipment Outline: One (1); 2-stop elevator

Electrical:

- Motor HP
- Starting Current(A)
- Running Current(A)
 - Disconnect Size(A)
- Energy Consumption / Year
- Energy Consumtion / Lifecycle
 - Thermal Losses (BTU Output)
 - Space Requirements
- Machine Room Size
- Machine Room Area Hoistway Size
 - Minimum Pit Depth
- Minimum Overhead Performance
 - Noise in car (dBA)
- One Floor Run Time (sec) This Building (10.2 ft Floor) Jerk (fi/sec cubed)

110 70 110 21137 28764 15800 1 5800 ft 46 46 46 41 41 41 41 41 41 41 41 41 41 41 41 41	EcoSpace	Hydraulic	
110 amp 70 amp 110 amp 21137 kWh/yr 287644 kWh/yr 15800 BTU/hr 7.00 ft x 7.00 ft 49 sqft 8.33 ft x 5.75 ft 4.00 ft 12.50 ft 19.4 sec 35.0 ft/sec/3	o.o np	25 hp	
70 amp 110 amp 21137 kWh/yr 287644 kWh/yr 15800 BTU/hr 7.00 ft × 7.00 ft 49 sqft 8.33 ft × 5.75 ft 4.00 ft 12.50 ft 19.4 sec 35.0 ft/sec/3	14.4 A	110 amp	
110 amp 21137 kWh/yr 287644 kWh/yr 15800 BTU/hr 7.00 ft × 7.00 ft 49 sqft 8.33 ft × 5.75 ft 4.00 ft 12.50 ft 19.4 sec 35.0 ft/sec/3	9.2 A	70 amp	
21137 kWh/yr 287644 kWh/yr 15800 BTU/hr 7.00 ft x 7.00 ft 49 sqft 8.33 ft x 5.75 ft 4.00 ft 12.50 ft 19.4 sec 35.0 ft/sec/3	20.0 A	110 amp	T
287644 kWh/yr 15800 BTU/hr 7.00 ft x 7.00 ft 49 sqft 8.33 ft x 5.75 ft 4.00 ft 12.50 ft 80-85 dBA 19.4 sec 35.0 ft/sec/3	5665 kWh/yr	21137 kWh/vr	
15800 BTU/hr 7.00 ft x 7.00 ft 49 sqft 8.33 ft x 5.75 ft 4.00 ft 12.50 ft 80-85 dBA 19.4 sec 35.0 ft/sec/3	28323 kWh	287644 kWh/vr	1
7.00 ft x 7.00 ft 49 sqft 8.33 ft x 5.75 ft 4.00 ft 12.50 ft 80-85 dBA 19.4 sec 35.0 ft/sec/3	3600 BTU/hr	15800 BTI I/hr	_
7.00 ft x 7.00 ft 49 sqft 8.33 ft x 5.75 ft 4.00 ft 12.50 ft 80-85 dBA 19.4 sec 35.0 ft/sec/3			
49 sqft 8.33 ft x 5.75 ft 4.00 ft 12.50 ft 80-85 dBA 19.4 sec 35.0 ft/sec/3	17 ft x 1.67 ft	7.00 ft x 7.00 ft	_
8.33 ft x 5.75 ft 4.00 ft 12.50 ft 80-85 dBA 19.4 sec 35.0 ft/sec^3	6.3 sqft	49 cnft	
80-85 dBA 19.4 sec 35.0 ft/sec/3	33 ft x 5 75 ft	10000	_
4.00 ft 12.50 ft 80-85 dBA 19.4 sec 35.0 ft/sec/3	100000	0.33 II X 5.75 II	
12.50 ft 80-85 dBA 19.4 sec 35.0 ft/sec/3	5.00 ft	4.00 ft	_
80-85 dBA 19.4 sec 35.0 ft/sec^3	13.00 ft	12.50 ft	
80-85 dBA 19.4 sec 35.0 ft/sec^3			_
19.4 sec 35.0 ft/sec^3	55 dBA	80-85 dRA	200/
35.0 fl/sec^3	10.82 sec	104	32 % duleter
35.0 ft/sec^3	E DE Glocano	19.4 Sec	46% quicker
	o.co insecra	35.0 ft/sec^3	85% smoother

Greatly improved ride quality and speed - approx. 50% better Significant energy cost savings - \$2,120/year More leaseable space - more square feel

NO OIL and liability associated with risk of leakage

No additional cost associated with unusual substances encoutered during drilling (\$220 extra per foot) Kone provides hoistbeams and pit ladders - Approx. cost savings of \$2,000

No jack replacement required - typically required after 10-15 years and cost is approximately \$10k to \$15k.

Advantages of the EcoSpace machine-room-less elevator:

- ✓ State of the art technology that is unmatched in the elevator industry
- ✓ A proven product with over 50,000 units sold worldwide
- ✓ Environmentally friendly
 - no oil is used, so there's no risk of ground contamination
 - up to 60% less energy consumed than hydraulic elevators
 - Kone is a member of the USGBC and this is a LEED product
- Lower impact, cost and building space required -
 - No penthouse or large machine room at the ground floor required
 - No overhead structural loads
 - Only 13'-0" of clear overhead needed above the top finished floor
 - Only a 20" by 3'6" control space needed at the top floor, adjacent
 - Less electrification costs due to only a 6.7 hp motor
 - Smaller disconnect sized, smaller wiring sized, smaller emergency generator required
 - Less heat output (reduced control space air conditioning demand)
 - No hole drilling or running oil line from oil/water separater
- ✓ Faster floor to floor times than a hydraulic elevator up to 70% faster
- ✓ High ride quality smoother start and stop, more consistent leveling, quieter operation, better response time - up to 65% smoother and quieter
- ✓ Longer life equipment gearless motors are the longest life product available
- ✓ Safer elevator design equipment with up fall protection and passenger rescue feature
- ✓ Safer installation methods innovative scoffoldless installation reduces risks
- ✓ Celebrated design winner of numerous international engineering/building design and innovation

The owner can expect to save approximately \$1000-\$3000/year per elevator in electrical cost when compared to hydraulic.

As a part of our standard package, KONE will provide and locate the pit ladder for this elevator. KONE will also furnish the hoist beam and request that the general contractor please install it for us.

Why choose this ALTERNATE product?

KONE EcoSpace machine-room-less traction elevator

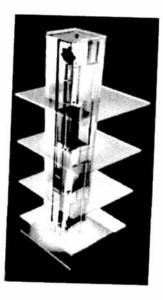
- Saves energy with a 6.7hp motor; up to 60% over hydraulic elevators
- Saves space; no machine room required
- Environmentally friendly; uses no oil & no drilling
- Highly reliable; proven gearless technology

Performance Engineering

- Designed to fit in the hydraulic hoistway
- 25-30% quieter ride
- 50-75% less vertical and horizontal vibration
- Fast, smooth and quiet door operation

Thoughtful Design

- Contemporary, pre-engineered car designs
- Stylish car and hall fixtures
- Beautiful door and entrance configurations





November 6, 2007

Mr. Mark D. George Facility Engineer III EMBARQ Corporation 600 New Century Pkwy New Century, KS 66031

Re: FL-TLHO Elevator Budget

Dear Mr. George

The following is a budget for a new elevator at the FL-TLHO Office Building. This budget is based on the sketches dated 10-29-07.

General Condition Demolition Concrete Structural Steel	\$ 69,574.00 \$ 9,240.00 \$ 12,544.00 \$ 74,256.00
Rough Carpentry Doors / Hardware	\$ 3,091.00
Metal framing, Drywall, ACT	\$ 802.00 \$ 27,089.00
Painting Flooring	\$ 2,998.00
Elevator	\$ 2,016.00 \$ 87,345.00
Mechanical Electrical	\$ 1,932.00
Total Budget	\$ 22,266.00 \$313,153.00

Thank you,

Tad Buzick



November 7, 2007

Mr. Mark George Embarq

Re: **Elevator Waiver**

Listed below, please find our estimate for the referenced work in Tallahassee, Florida;

General Conditions	\$	69,200.00
Hoistway & Related Construction		80,500.00
Schlindler Elevator		78,000.00
Interior Finishes		25,150.00
Demolition of Existing		7,900.00
MEP	-	21,500.00

Subtotal \$282,250.00

Overhead & Profit 40,000.00

TOTAL ESTIMATE \$322,250.00

This is a rough estimate based on limited documents and drawings. Actual field conditions may require additional work.

Very truly yours,

CULPEPPER CONSTRUCTION COMPANY, INC.

P. S. Huddleston Vice President

PSH:kds