

CONTRACT FOR ELEVATOR MODERNIZATION, RFP #16-005,
FOR CITY OF BRYAN CLARA MOUNCE LIBRARY

This Contract, dated February _____, 2016, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and **Otis Elevator Company** (the FIRM), whereby the FIRM agrees to provide the City with certain services as described herein and the City agrees to pay the FIRM for those services.

1. Scope of Services

In consideration of the compensation stated in **Paragraph 2**, the FIRM agrees to provide the City with the services as described in **Exhibit A – RFP #16-005 Response from Otis Elevator Company - Proposal to the City of Bryan (Otis proposal number CWD151125132906)** which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

“Elevator Modernization for City of Bryan Clara Mounce Library”

2. Payment

In consideration of the FIRM’s provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the FIRM according to the terms set forth in **Exhibit A**. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all professional services and expenses provided under this Contract may not exceed **\$112,000.00**.

3. Time of Performance

A. All work and services provided under this Contract must be completed as outlined in **Exhibit A**.

B. **Time is of the essence of this Contract.** The FIRM shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the project timeline specified in **Exhibit A**.

C. Notwithstanding any other provision in the contract to the contrary, or any resulting contract, neither party shall be 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, 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, FIRM’s acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond FIRM’s reasonable control.

FIRM will provide union labor and will make reasonable efforts to ensure that they will work in harmony with others. To effect this, FIRM agrees to provide sufficient workers, equipment and materials for prompt and diligent prosecution of the work. Notwithstanding any language to the contrary contained in the contract documents, a work stoppage, whether caused by strikes, lockouts or other labor disputes, shall not constitute a breach of contract or an event of default.

FIRM's ability to maintain scheduled job progress is conditioned upon FIRM being allowed additional time for delays beyond its control as well as the timely furnishing to it of completed and code compliant hoistway(s) (wellways) and machine rooms, necessary approvals and power of proper characteristics, all for our uninterrupted use.

4. Warranty, Indemnification, & Release

A. As an experienced and qualified FIRM, the FIRM warrants that the information provided by the FIRM reflects high professional and industry standards, procedures, and performances. The FIRM warrants that the performance of all services under this Contract will be pursuant to a high standard of performance in the profession. The FIRM warrants that the FIRM will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the FIRM, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their services, or any document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the FIRM, its employees, associates, agents, or subcontractors.

B. The FIRM shall promptly correct any defective services or documents furnished by the FIRM at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the FIRM's services hereunder or of the scope of work itself shall in no way alter the FIRM's obligations or the City's rights hereunder. FIRM's acceptance is conditioned on the understanding that its warranty only covers defective material and workmanship, that the guarantee period shall not extend longer than one (1) year from the date of completion of each elevator, (or the work); and that it excludes ordinary wear and tear or improper use, vandalism, abuse, misuse or neglect by others. **THIS EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

C. In all activities or services performed hereunder, the FIRM is an independent contractor and not an agent or employee of the City. The FIRM and its employees are not the agents, servants, or employees of the City. As an independent contractor, the FIRM shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the FIRM shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The FIRM shall have ultimate control over the execution of the professional services. The FIRM shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the FIRM or any of the FIRM's subcontractors.

D. The FIRM must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the FIRM, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): Notwithstanding any provision to the contrary, FIRM shall defend, indemnify and save harmless the City and all its officers, agents, and employees only for losses due to personal injury, or property damage to the extent caused by FIRM's negligent acts or omissions, or the negligent acts or omissions of its employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit.

F. Release. The FIRM releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the FIRM or its employees and any loss of or damage to any property of the FIRM or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the FIRM's negligent performance of the work. Both the City and the FIRM expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. FIRM's Insurance

The Contractor agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this contract with the City of Bryan. All parties to this contract hereby agree that the Contractor's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance.

Contractor must deliver to City of Bryan a certificate(s) of insurance evidencing such policies are in full force and effect within 10 business days of notification of the City of Bryan's intent to award a Contract. No contract shall be effective until the required certificate(s) have been received and approved by the City of Bryan. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within 10 business days **may cause the contract to be rejected.**

The City of Bryan reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

- A. Workers' Compensation Insurance & Employers Liability Insurance** - Contractor shall maintain Workers' Compensation insurance for statutory limits and Employers Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. Contractor shall provide Waiver of Subrogation in favor of the City of Bryan and its agents, officers, officials, and employees.
- B. Commercial General Liability Insurance** - Contractor shall maintain Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the City of Bryan. In lieu of naming the City of Bryan and its agents, officers, officials, and employee as an additional insured, such parties shall be named insured on an Owner's and Contractor's Protective (OCP) Liability policy with a limit of \$2,000,000.00.
- C. Business Automobile Liability Insurance** - Contractor shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Contractor shall provide Waiver of Subrogation in favor of the City of Bryan and its agents, officers, officials, and employees.

- D. Policy Limits** - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. Contractor agrees to endorse City of Bryan and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure “True Follow Form” basis.
- E. Deductibles, Coinsurance Penalties & Self-Insured Retention** - Contractor may maintain reasonable and customary deductibles, subject to approval by the City of Bryan. Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.
- F. Subcontractors** - If the Contractor’s insurance does not afford coverage on behalf of any Subcontractor(s) hired by the Contractor, the Subcontractor(s) shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bryan accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- G. Acceptability of Insurers** - Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-:VI or better by AM Best Insurance Rating.
- H. Evidence of Insurance** – A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City of Bryan within 10 business days by the successful Contractor’s insurance agent or insurance company after contract award. Endorsements must be submitted with the certificate. No contract shall be effective until the required certificates have been received and approved by the City of Bryan.

Renewal certificates shall be sent a minimum of 10 days prior to coverage expiration.

The certificate of insurance and all notices shall be sent to:

City of Bryan
Risk Management
PO Box 1000
Bryan, TX 77805
Emailed to: mquiroga@bryantx.gov

Failure of the City of Bryan to demand evidence of full compliance with these insurance requirements or failure of the City of Bryan to identify a deficiency shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

- I. Notice of Cancellation, Non-renewal, Material Change, Exhaustion of limits** – Contractor must provide minimum 30 days prior written notice to the City of Bryan of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City of Bryan is notified a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City of Bryan reserves the right to withhold payment to Contractor until coverage is reinstated.

J. Contractor’s Failure to Maintain Insurance – If the Contractor fails to maintain the required insurance, the City of Bryan shall have the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated or to terminate the Contract.

K. No Representation of Coverage Adequacy - The requirements as to types and limits, as well as the City of Bryan’s review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

L. City shall maintain “All Risk” insurance upon the full value of FIRM’s Work and material delivered to the job site, at no cost to FIRM.

6. Termination

A. The City may terminate this Contract at any time upon **thirty (30)** calendar day’s written notice. Upon the FIRM’s receipt of such notice, the FIRM shall cease work immediately. The FIRM shall be compensated for the services satisfactorily performed and material furnished or manufactured, including a reasonable margin, up to the termination date.

B. If, through any cause, the FIRM fails to fulfill its obligations under this Contract, or if the FIRM violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the FIRM written notice and reasonable time to commence and continue to cure any deficiency. The FIRM will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the FIRM of liability to the City for damages sustained by the City because of any breach of contract by the FIRM. The City may withhold payments to the FIRM for the purpose of setoff until the exact amount of damages due the City from the FIRM is determined and paid.

7. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan:
Attn:
P.O. Box 1000
Bryan, Texas 77805

The FIRM:

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the FIRM and supersedes all prior contracts, negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the FIRM without the prior written approval of the City.

F. The FIRM, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The FIRM must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. Reimbursable or other miscellaneous expenses incurred by the FIRM shall be included in the contract price; additional payment for such expenses will not be considered.

H. CHANGE ORDER. It is understood that the work is to be performed for a fixed price, at the amount indicated in the Agreement. This amount shall only be adjusted by properly approved change orders or written directives indicating related modifications to the scope of work and/or to the terms and conditions. FIRM will not perform any work outside of the scope of work of the original Agreement until the parties have fully-executed a change order.

I. SOFTWARE. All software supplied with City's elevator is licensed to City or its successors but only for use with, and for the operation of this elevator. Use of such software for any other purpose is prohibited. FIRM will supply an owner's manual with instructions on how to operate and maintain this elevator. FIRM will not supply any additional information such as internal Otis manuals, manufacturing drawings or source code.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Otis Peripherals") which FIRM may use or install to deliver service under this Contract remains FIRM's property, solely for the use of its employees. Otis Peripherals are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, FIRM will be given access to the premises to remove the Otis Peripherals at FIRM's expense.

J. OCCUPATIONAL HEALTH & SAFETY. FIRM agree to abide by City's Safety Policy as long as said policy is not in conflict with FIRM's Safety Policy.

FIRM agrees to accept liability for the cost of penalties incurred by City pursuant to governing Occupational Health & Safety acts that result from FIRM's acts or omissions on the condition that the cost of any similar penalties imposed on FIRM because of City's acts or omissions or anyone employed by City shall be borne by City.

K. BARRICADES. City shall be responsible to erect/maintain all barricades at all of Otis' elevator hoistway locations throughout the job site in strict conformance with good safety practices, the Code of Federal Regulations as governed by the Occupational Safety Health Act, and any other applicable regulations.

L. STORAGE. City will provide suitable, secure storage areas, adjacent to the elevator shafts, for FIRM's material and equipment during the course of the work. Added costs to FIRM resulting from off-site storage or relocation of the storage facilities at City's request shall be reimbursed by City.

M. OVER TIME. Should FIRM agree to work overtime, City agrees to pay FIRM overtime premium wages. If FIRM is solely responsible for a delay, it may, at its own expense, work overtime to complete the work.

N. SEARCHES AND TESTS. FIRM supports your efforts in attempting to maintain a safe, healthy and productive working environment; however, FIRM cannot agree to authorize any party to search its employees or require its employees to submit to any tests. FIRM will take appropriate action in the event that City advises it of any action by any of its employees that is contrary to the maintenance of a safe, healthy and productive workplace.

O. HAZARDOUS MATERIALS. City agrees to notify Otis if it is aware or becomes aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis' personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous material from the building, City agrees to be responsible for such abatement, encapsulation or removal, and any governmental reporting, and in such event Otis shall be entitled to (i) delay its work until it is determined to Otis' satisfaction that no hazard exists and (ii) compensation for delays encountered.

P. RE-INSPECTION COST. FIRM agrees to pay for the cost of one inspection after completion of the Work. Should additional inspections be necessary for causes not attributable to Otis, City agrees to pay for said inspections.

Q RESTRICTED PARTIES LAW. If 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 City shall pay FIRM all sums owed for the goods and services that may have been provide up to such time according to the rates contained in this agreement.

R. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

APPROVED AS TO FORM:

CITY OF BRYAN:

Janis K. Hampton, City Attorney
Date:

Jason P. Bienski, Mayor
Date:

ATTEST:

Mary Lynne Stratta, City Secretary
Date:

FIRM:

By: _____

Printed Name: _____

Title: _____

Date: _____

(FIRMs – Corporate Seal)

STATE OF TEXAS §

§

ACKNOWLEDGEMENT

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2016, by
_____ on behalf of _____.

Notary Public in and for the State of Texas

EXHIBIT A

**RFP #16-005 Response from Otis Elevator Company - Proposal to the City of Bryan
(Otis proposal number CWD151125132906)**

OTIS

DATE: February 2, 2016

TO:
City of Bryan
PO Box 1000
Bryan, TX 77805

FROM:
Otis Elevator Company
9001 Jameel Rd, Ste. 100
Houston, TX 77040

PROJECT LOCATION:

Clara Mounce Library
201 E. 26th
Bryan, TX 77803

MACHINE NUMBER(S): 343200

PROPOSAL NUMBER: CWD151125132906

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

THIS PROPOSAL IS NOT INTENDED AS A WAIVER OF ANY RIGHTS, REMEDIES, OR OBLIGATIONS UNDER ANY CURRENT CONTRACT.

ELEVONIC[®] RM CONTROL SYSTEM

We propose to furnish labor and material to provide an Elevonic[®] RM REGEN control system. It is a digital closed-loop microprocessor-based control system specifically designed to meet the particular needs of modernizing UMV traction elevators. The system is a distributed network of modular microprocessor control units and solid-state performance measurement devices. The system is integrated using serial-link communication. The control system has a Solid-State Safety Circuit. The measurement transducers constantly monitor the performance of every elevator function controlled by microprocessor. The control units evaluate this performance information and automatically adjust performance as necessary to correct variances within milliseconds. The "Relative System Response Plus" software dispatches elevators based upon real-time response to actual demands on the elevator group. The software is designed to maintain optimum elevator system performance by evaluating and reassigning hall calls within milliseconds of changes in elevator demand or performance.

SECTION No.	TITLE
SECTION I	OPERATION
SECTION II	MACHINE ROOM EQUIPMENT
SECTION III	SYSTEM OPERATING FEATURES
SECTION IV	DOOR EQUIPMENT
SECTION V	HOISTWAY EQUIPMENT
SECTION VI	FIXTURES
SECTION VII	WORK BY OWNER – NOT IN CONTRACT
SECTION VIII	GENERAL REQUIREMENTS
SECTION IX	ALTERNATES

SECTION I: OPERATION

DUTY

The present capacity and speed of the elevators will be retained.

TRAVEL

The present travel of the elevators will be retained.

STOPS AND OPENINGS

The present stops and openings will be retained.

POWER SUPPLY

The power supply of 208 volts, 3 phase, 60 hertz, alternating current will be retained with the new equipment arranged for this power supply.

NEW DRIVE SYSTEM

The present motor drive system will be changed to a Variable Voltage Variable Frequency Self Commissioning Regenerative Drive.

NEW OPERATION

The present control system will be changed to Elevonic[®] RM Microprocessor control.

NEW CONTROLLER

A microcomputer-based control system shall be provided to perform all of the functions of elevator motion and elevator door control. This shall include all of the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform car operational control.

Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system downtime.

SECTION II: MACHINE ROOM EQUIPMENT

NEW DRIVE SYSTEM

The present motor drive system will be changed to a Variable Voltage Variable Frequency Self Commissioning Regenerative Drive. The system shall include a step up or down transformer as required.

RETAIN MACHINE

The existing machine shall be retained, but drained, flushed, and filled with new oil.

NEW MOTOR

A new 500 volt Alternating Current Variable Frequency 3 phase low slip motor shall be provided.

RETAIN GOVERNOR

The present speed governor shall be retained and calibrated for the proper tripping speed.

NEW ROPE GRIPPER

A new rope gripper device shall be installed to prevent the elevator from over speeding in the up-direction, as per the latest requirement by ASME/ANSI A17.1 Safety Code for Elevators and Escalators, an American National Standard.

SECTION III: SYSTEM OPERATING FEATURES

NEW AUTOMATIC SELF-LEVELING

The elevator shall be provided with automatic self-leveling that shall typically bring the elevator car level with the floor landings $\pm \frac{1}{4}$ " regardless of load or direction of travel. The automatic self-leveling shall correct for over travel or under travel and rope stretch.

NEW SPECIAL EMERGENCY SERVICE

Special Emergency Service operation shall be provided in compliance with the latest applicable revision of the ASME/ANSI A17.1 Code.

Special Emergency Service Phase I to return the elevator(s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch provided in a lobby fixture.

The smoke detector system, if required, is to be furnished by others. The elevator contractor shall provide contacts on the elevator controller to receive signals from the smoke detector system.

A keyswitch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service.

If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

NEW REMOTE ELEVATOR MONITORING MAINTENANCE

We will provide a microprocessor system that continuously monitors the Unit(s) on a 24-hour per day, year-round basis. The system will notify our OTISLINE[®] dispatching center that a Unit is inoperative by sending a message via telephone line. Upon the receipt of such message, we will either notify your on-site representative or initiate the dispatch of our personnel for emergency minor adjustment callback service during regular working hours of our regular working days for the mechanics who perform the service.

We will collect data on the equipment condition, including hydraulic tank oil level, door operation, leveling and whether the operation of a Unit has been interrupted. That information will be used to tailor the Otis Maintenance Management SystemSM preventive maintenance program for the Unit(s).

You will furnish us at your expense, one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at our OTISLINE dispatching center. The telephone line may be a separate line dedicated to the REM[®] maintenance equipment or may be an existing line that is shared between another telephone and the REM maintenance equipment.

All of the REM maintenance monitoring equipment installed by us remains our property and if the Contract is terminated for any reason, we will be given access to your premises to remove the monitoring equipment at our expense.

SECTION IV: DOOR EQUIPMENT

NEW CLOSED LOOP DOOR OPERATOR

A Closed Loop door operator shall be installed.

Doors on the car and at the hoistway entrances shall be power operated by means of a closed loop door operator mounted on top of the car. The door operator is a fully closed loop system designed to give consistent door performance with changes in temperature, wind or minor debris in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile.

Door operation shall be automatic at each landing with door opening being initiated as the car arrives at the landing and closing taking place after expiration of an adjustable time interval. An electric car door contact shall prevent the elevator from operating unless the car door is in the closed position.

Door close shall be arranged to start after a minimum time, consistent with Handicap Requirements.

Doors shall be arranged to remain open for an adjustable time period sufficient to meet ADA requirements.

The time interval for which the elevator doors remain open when a car stops at a landing shall be independently adjustable for response to car calls and response to hall calls.

NEW INTERLOCKS

New interlocks shall be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing. Emergency access to the hoistway as required by governing codes shall be provided.

NEW OPTIGUARD DOOR-PROTECTION DEVICE

The Optiguard™ door protection system uses 154 infrared emitters and detectors to create an invisible safety net across the elevator entrance. The Optiguard™ system continuously scans for interrupted beams. If any beam in the curtain is interrupted, the Optiguard™ system will reopen the elevator door instantly. The Optiguard™ system's infrared beams also detect objects approaching, reducing potential damage to elevator doors caused by mail carts, stretchers or other moving equipment.

RETAIN CAR DOOR TRACKS AND HANGERS

The present car door tracks and hangers shall be retained and inspected for proper alignment. Any adjustment required will be accomplished.

RETAIN HOISTWAY ENTRANCES

The present hoistway entrances shall be retained.

RETAIN HOISTWAY DOOR TRACKS AND HANGERS

The present hoistway door tracks and hangers shall be retained.

NEW HOISTWAY DOOR RESTRICTORS

Folding hoistway door restrictors shall be installed.

SECTION V: HOISTWAY EQUIPMENT

NEW HOISTWAY OPERATING DEVICES

Terminal stopping devices shall be provided to slow or automatically stop the car at the terminal landings and to automatically cut off the power and apply the brake, should the car travel beyond the terminal landings.

RETAIN CAR GUIDES

The existing car guides shall be retained.

RETAIN COUNTERWEIGHT GUIDES

The existing counterweight guides shall be retained.

RETAIN CAR FRAME AND SAFETY

The existing car safety device, designed to stop the car if it attains a descending speed in excess of the preset contract speed, shall be retained.

RETAIN ROPES

The existing hoist ropes shall be retained.

RETAIN PLATFORM

The car platform will be retained and reused in place.

RETAIN CAR INTERIOR

The present car interior shall be retained.

NEW LOAD-WEIGHING DEVICE

A new load weighing device set to operate at a predetermined fixed percentage of the car load shall be provided.

RETAIN FLOORING

The present flooring will be retained.

NEW PIT SWITCH

An emergency stop switch shall be located in the pit and accessible from the pit access door.

RETAIN BUFFERS

The existing buffers shall be retained.

SECTION VI: FIXTURES**CAR FIXTURES:****NEW APPLIED CAR OPERATING PANEL**

An applied car operating panel shall be furnished. The panel shall contain a bank of mechanical illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons, and a light switch. The emergency call button shall be connected to a bell that serves as an emergency signal. All buttons, when applicable, to be long life LED illumination.

NEW EMERGENCY CAR LIGHTING

An emergency power unit employing a 6-volt sealed rechargeable battery and totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest applicable revision of the ASME/ANSI A17.1 Code.

NEW OTIS HANDSOFF® PHONE

We propose to furnish and install the Otis HANDSOFF® phone. The HANDSOFF phone is a telephone which enables communication between persons in the elevator and a 24-hour answering service.

The HANDSOFF phone will be mounted in a telephone box or surface mounted in the elevator cab. It will automatically dial a preprogrammed number and will inform the answering service of the elevator location via prerecorded digital voice communication. After disclosing the elevator location, the phone will allow two-way voice communication. The HANDSOFF phone contains two light-emitting diodes -- one that indicates the call is in progress and another that indicates the call has been acknowledged. After receiving acknowledgment of the call from the answering service, a deaf/mute person can signal the answering service by reactivating the call button. The phone can be easily programmed and allows incoming calls to be received. The telephone will be furnished and installed

NEW CAR POSITION INDICATOR

A car position indicator shall be installed. The position of the car in the hoistway shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing.

NEW AUDIBLE SIGNAL (INDICATES PASSING OR STOPPING AT A LANDING)

An audible signal shall sound in the car to tell passengers that the car is either stopping or passing a landing served by the elevator.

NEW AUDIBLE VOICE SIGNAL

Equipment shall be furnished to allow an audible announcement in each car of the name of the next selected landing at which the elevator will stop and the committed direction of travel. Several advisory messages shall also be available to indicate the need for elevator on special service or passenger delay of elevator.

NEW "IN-CAR" DIRECTION LANTERNS

Direction lantern(s) shall be mounted in car entrance jamb(s), visible from the corridor, which when the car stops and the doors are opening, shall indicate the direction the car is traveling. A chime shall also be furnished on the car that will sound once for the "UP" direction and twice for the "DOWN" direction as the doors are opening.

HALL FIXTURES:

NEW HALL BUTTONS

New hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed.

A call shall be registered by momentary pressure of a landing button. The button shall become illuminated and remain illuminated until the call is answered. All buttons, when applicable, to be long life LED illumination.

NEW WIRING

All new wiring and electrical interconnections shall comply with governing codes. Insulated wiring shall have flame-retardant and moisture-proof outer covering and shall be run in conduit, flexible tubing or electrical wireways. Traveling cables shall be flexible and suitably suspended to relieve strain on individual conductors.

ENGINEERING DESIGN

All new material furnished will be specifically designed to operate with original elevator equipment being retained, thus assuring maximum performance and eliminating any divided responsibility.

SUPERSEDED MATERIAL

All material, removed or unused, not required in the modification will become the property of the Otis Elevator Company and we reserve the right to remove and retain it.

PERMITS AND INSPECTIONS

The elevator contractor shall furnish all licenses and permits and shall arrange for and make all required inspections and tests.

CODE

The elevator equipment shall be furnished and installed in accordance with the latest additions of the ASME/ANSI A17.1 Safety Code for Elevators and Escalators, An American National Standard, including the latest Supplement, and the Americans with Disabilities Act.

CODE (LOCAL)

The elevator equipment shall comply with all applicable local codes.

WORK BY OWNERS ASSISTANCE SURVEY

Prior to commencement of work, Otis will survey the building to advise on specific Work By Owners that will need to be done to pass inspection. Otis does not guarantee that there will not be the potential for other items to be mandated nor do we accept responsibility for performing the suggested work.

SECTION VII: WORK BY OWNERS – NOT IN CONTRACT

The following items must be performed by others and you agree to provide this work in accordance with the applicable codes and enforcing authorities:

1. AIR CONDITIONING - Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 45°F and 95°F. The relative humidity should not exceed 85 percent non-condensing.
2. BUILDING POWER - Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all of the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.
3. SMOKE & HEAT SYSTEM - Provide a smoke and heat detector system, located as required with wiring from the sensing devices to each elevator controller.
4. SPRINKLERS - Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room.
5. CUTTING & PATCHING - Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.
6. MAIN DISCONNECT - Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.
7. GROUND WIRE – Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.
8. CAR LIGHT POWER SUPPLY & DISCONNECT - Provide a 120 volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch for each elevator, with feeder wiring to each controller for car lights.
9. REMOTE MONITORING POWER SUPPLY & DISCONNECT - Provide a separate 120 volt, 15 ampere single phase-phase power supply with a SPST with a fused disconnect switch or circuit breaker for remote monitoring capable of being locked in the open position.
10. REMOTE MONITORING MAINTENANCE TELEPHONE LINE REQUIREMENTS - Provide one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at a dispatching center. The telephone line may be either a separate line dedicated to the remote monitoring maintenance equipment or may be an existing line that is shared between another telephone and the remote monitoring maintenance equipment.

11. INFORMATION DISPLAY POWER SUPPLY & DISCONNECT - Provide a separate 120 volt, AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room or other locations as required, for information display terminal and controller of information display when provided. Also provide one (1) pair of shielded/twisted conductors between controller and machine room.
12. VIDEO DISPLAY POWER SUPPLY & DISCONNECT - Provide a separate 120 volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room and lobby or other applicable application, for power to each elevator video display panel and controller when a display system is provided.
13. ECA/FUZZY CONTROLLER POWER SUPPLY & DISCONNECT - Provide a 120 volt AC, 20 amp, single phase power supply with a fused SPST disconnect switch in each machine room, with feeder wiring to each ECA/Fuzzy logic controller. One system per machine room is required.
14. REMOTE PANELS – Provide required conduit, with adequate pull boxes and ells from the elevator hoistway(s) to the location or locations required to facilitate the installation of Lobby Panels, Fire Control Room Panels or Elevator Monitoring Systems. Size and number as specified by Otis. Leave a measured pull tape in the conduit. Otis to furnish and pull required conductors.
15. STANDBY POWER REQUIREMENTS - Provide a standby power unit and a means for starting it that will deliver sufficient power to the elevator disconnect switches to operate one or more elevators at a time at full-rated speed. Provide a transfer switch for each feeder for switching from normal power to standby (emergency) power and a contact on each transfer switch closed on normal power supply with two wires from this contact to one elevator controller. Provide a means for absorbing power regenerated by the elevator system when running with overhauling loads such as full load down.
16. LIGHTING - Any modification or installation of lights and/or GFI electrical outlets in the machine room, secondary level and/or pit to be performed by others. Provide sufficient lighting in the buildings common areas to facilitate a safe working environment.
17. PROJECT BEING “DRIED-IN”- Work, as required, to keep the elevator lobbies, hoistway, machine room and storage area “dried-in” for the entire length of the project.
18. MACHINE ROOM ACCESS - Provide a self-locking and self-closing door for the elevator machine room. Access door to be adequately sized to accept our equipment. Modify machine room access, as required, to comply with code and facilitate safe egress of all equipment.
19. FIRE EXTINGUISHER - Provide fire extinguisher in elevator machine room.
20. NON-ELEVATOR MATERIAL IN HOISTWAY - Remove or encapsulate, as required, any non-elevator related pipes or wiring located in the elevator machine room or hoistway.
21. HOISTWAY VENTILATION - Provide code compliant hoistway ventilation. Code requires a means to prevent the accumulation of hot air and gasses at the top of the hoistway. Pressurizing the hoistways, or providing vents from the top of the hoistway to the outside of the building usually accomplishes this. Vents shall not be less than 3 1/2% of the area of the hoistway nor less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent the hoistway to the machine room. If the hoistway vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.
22. SIDE COUNTERWEIGHT GUARDING – Provide and install guarding of counterweights in a multiple elevator hoistway as required, when a counterweight is located between elevators, the counterweight runway shall be guarded on the side next to the adjacent elevator. The guarding must meet or exceed the requirements of ASME A17.1 – 2007, section 2.3.2.3.
23. HOISTWAY LEDGES - Provide a 75-degree angle constructed of a non-combustible material on all ledges that are 2” or greater in the hoistway, excluding multi-hatch divider beams.
24. SUMP HOLE GRATING - Provide a flush grating over the sump hole located in the elevator pit.

25. **WORK BY OTHERS SCHEDULING** – All “Work by Others” must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.
26. **ASBESTOS** – Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to abate, contain or prepare the workplace as safe for our employees to work within or about. Otis will not be responsible for working with asbestos which may be disturbed or uncontained. Otis will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.
27. **STORAGE** - Provide dry, protected and secure storage space adjacent to the hoistway(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.
28. **DISPOSAL** The disposal of removed elevator components; machines, controllers, ropes, hydraulic fluid, oils, buffers and packing materials from the new equipment and any and all related materials shall be the sole responsibility of the Owner. If a dumpster is provided on site, we will deposit waste materials in the dumpster or at an agreed upon on-site location for removal by the owner.
29. **PIT LADDERS** - Provide a pit ladder, as required, in each pit that does not have walk in access doors. Ladder shall extend 48” above first landing access door.
30. **OPERATING ELEVATORS FOR OTHER TRADES** – If we are required to operate an elevator to facilitate the work of other trades (i.e. sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.
31. **ADDITIONAL STOPS/OPENINGS** - Extend the existing hoistways and add additional landing (s) and new machine room. Hoistway and machine room shall be constructed in accordance with applicable building codes and ANSI A17.1
- a. Ledges over 2” wide shall have a 75^o bevel on top. (Except separator beams) Hoistway shall be fire rated and may require patching of holes. No other pipes or electrical conduit not associated with the elevator equipment are allowed in the hoistway. Power feeders may not run up the hoistway, except by special permission of the governing authority, and shall not contain splices or junction boxes in the hoistway.
 - b. Provide crane to bring new material and removal of the machine room equipment to new machine room.
 - c. Provide temporary roof as required to provide continuously dry hoistways and machine rooms.
 - d. Perform all demolition of old machine room slab and structure. Protect existing elevator cars and equipment from demolition damage, dust and debris.
 - e. Supply new machine beams and beam supports per reactions supplied by Otis.
 - f. Provide new machine room slab to suit reactions. Remove any construction forms, scaffold or decking from hoistway not placed by Otis. Cut and patch hoistways as required to provide a legal hoistway.
 - g. Provide, maintain and remove any temporary barricades per OSHA or local authority requirements and furnish barricades to protect the public from access to construction areas.
 - h. Supply and install adequate support for guide rail fastening, including separator beams were required.
 - i. Provide adequate fastening for hoistway entrances and sills.
 - j. Provide finished floor elevation reference height at time of installation of new entrance sills
 - k. Provide legal access to new machine room (and temporary access per OSHA requirements during construction).
 - l. Grout or finish blocking of new entrances to provide a fire rated enclosure.
 - m. Provide hoist beams over each elevator hoistway in machine room rated to hoist elevator machines.

- n. Finish painting of new hoistway entrances shall be by others, if prime entrances are selected.

SECTION VIII: GENERAL REQUIREMENTS

RE-MOBILIZATION

You agree to pursue and schedule the work by other trades in a timely manner so as to not interrupt our work. Should our crew(s) have to pull off the job waiting on work by others not in our contract, we shall be entitled to a re-mobilization charge of **Two Thousand Five Hundred (\$2,500) Dollars**. We shall also extend the stated durations to the extent that we are delayed.

COUNTERWEIGHT ASSEMBLY

The existing counterweight assembly will be reused and checked for proper counter balance. If additional weight is required to achieve the proper counter-balance or the existing counterweight frame requires modification to accept the additional weight, the labor and material will be an additional cost to this proposal.

ARBITRATION

Subcontractor agrees to submit to Non-Binding Arbitration by the American Arbitration Association but does not waive its rights to pursue other remedies available at law and equity.

PAYMENT AND SCHEDULE OF VALUES

You agree to be bound and pay in accordance with the supplied schedule of values. We shall be paid for our material delivery invoice prior to starting work. We shall be paid in full for all change orders and the base contract amount prior to scheduling an inspection and/or turnover of the elevators to you for use. Otis reserves the right to discontinue work or not turn over elevators unless payments are current.

- a. Our quoted price is based on the acceptance of the below Schedule of Values. The “Engineering” amount, **PLUS** a fully executed subcontract must be received prior to releasing equipment for manufacturing or scheduling any other work. Refer to the “Schedule of Values” below.
- b. Otis will mobilize after the “Manufacturing” and “Shipping” Payments are received. See “Schedule of Values” below.
- c. Discount Schedule - “Initial Payment.” Based on the selected “Initial Payment” amount the below “Discount Schedule” shall be applied to the based contract amount:

Discount Schedule		
% Paid	% Discount	Initial
100%	-2%	

- d. “Final Completion” Payment This payment is due upon substantial completion of each modernized elevator. Substantial completion is defined as a functional elevator that is accepted by you for general use. Any agreed upon punch-list items will be corrected within a mutually agreeable timeframe. This payment, however, is still due upon substantial completion of the elevator modernization.
- e. Final payment shall be due thirty (30) days after acceptance of the elevator installation. Otherwise, warranties shall be suspended until payment in full is received.

- f. All change orders must be executed and paid prior to scheduling a final inspection and turn over to customer.
- g. Otis does not accept credit cards as a form of payment.
- h. Otis will not agree to any language referencing or implying “pay when paid.” This contract is between Otis Elevator and referenced entity. The attached payment schedule (“Schedule of Values”) is not contingent upon said entity’s ability to be paid by others or any other factor or event not described above.
- i. Schedule of Values

“Engineering” due at award – 30%
“Manufacturing” due at approvals – 30%
“Shipping” due prior to mobilization – 20%
“Final Completion” due within 30 days of completion – 20%

NON-OTIS CONTRACT LANGUAGE

In the event that the owner or contractor does not accept Otis Standard Commercial Terms and the Otis Acknowledgement Letter, the contract price may be altered.

SCHEDULE

Due to current market conditions the availability of elevator installation labor is limited. If this proposal is not accepted within 30 days, prior to acceptance of any award Otis reserves the unilateral right to decline the award based on a review of the project schedule and our labor availability/commitments.

This proposal is bid with the understanding that materials will be ordered with sufficient lead time (as outlined in our approvals package) to allow delivery prior to May 1, 2016. If Otis is unable to order materials in a timely manner due to delays on behalf of the owner and/or general contractor, or if delivery is requested after May 1, 2016 the owner and/or general contractor will be responsible for all cost increases incurred by Otis. An extra charge will be assessed for any double handling or re-transportation of elevator material required by the general contractor/owner or agent thereof.

LEAD TIME AND DURATION

We anticipate approximately 11 weeks manufacturing time from receipt of approvals and down payment.

Thereafter, we expect the modernization to take approximately 8 weeks per car.
 All work will be performed during our regular working hours of our regular working days.

It is agreed that we do not assume possession or control of any part of the equipment but such remains yours exclusively as the owner (or lessee) thereof.

We shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or act of God. Under no circumstances shall we be liable for consequential damages.

SECTION IX: ALTERNATES

Section intentionally left blank.

The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

PRICE: \$ 112,000.00 PLUS SALES TAX IF APPLICABLE
One hundred twelve thousand and 00/100 Dollars

This price is based on a **sixty percent (60%)** downpayment in the amount of \$.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as :you:), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Submitted by: _____

Cade Wood

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: X _____

Print Name: _____

Title: _____

Name of Company: _____

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

Principal, Owner or
Authorized Representative of Principal or Owner

Agent _____
(Name of Principal or Owner)

TERMS AND CONDITIONS

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.

In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

This quotation is subject to change or withdrawal by us prior to acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to all the equipment furnished hereunder when final payment for such material is received by us. In addition, you shall be granted a license to use any software incorporated into any such equipment solely for operating such equipment.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made in accordance with the Schedule of Values on Page 11 of this document.

We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Any material removed by us in the performance of the work shall become our property.

Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties 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.

We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

Under no circumstances shall either party be liable for special, indirect, liquidated, 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.

Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.



**UNITED
TECHNOLOGIES
OTIS ELEVATOR**

ACKNOWLEDGMENT

Thank you for your order

Please refer to our contract number in all correspondence. Address all inquiries to:

Otis Elevator Company
9001 Jameel Rd., Suite 100
Houston, TX 77040

Contract Number
TBD

Date Acknowledged
February 2, 2016

Sold To
City of Bryan – Clara Mounce Library

Job Location
Clara Mounce Library

Thank you for allowing us the opportunity to do business with your company. Our acceptance of this Agreement is conditioned by the following clarifications to its terms, whether specifically noted in the contract or as an additional document incorporated by reference or as a matter of law. It is understood that the terms included herein will be deemed accepted by you upon our commencement of the Work.

Sample Contract

Item 1

It is understood and agreed that our proposal is hereby incorporated and made part of this Agreement.

Item 2

Payment shall be made in accordance with the Schedule of Values and Payment Terms listed in the Otis Modernization Proposal.

Item 3

Notwithstanding any other provision in the contract to the contrary, or any resulting contract, neither party shall be 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, 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.

Otis will provide union labor and will make reasonable efforts to ensure that they will work in harmony with others. To effect this, Otis agrees to provide sufficient workers, equipment and materials for prompt and diligent prosecution of the work. Notwithstanding any language to the contrary contained in the contract documents, a work stoppage, whether caused by strikes, lockouts or other labor disputes, shall not constitute a breach of contract or an event of default.

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) (wellways) and machine rooms, necessary approvals and power of proper characteristics, all for our uninterrupted use.

Item 4b

Our acceptance is conditioned on the understanding that our warranty only covers defective material and workmanship, that the guarantee period shall not extend longer than one (1) year from the date of completion of each elevator, (or the

work); and that it excludes ordinary wear and tear or improper use, vandalism, abuse, misuse or neglect by others. THIS EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Item 4e

Notwithstanding any other provision to the contrary, we agree to indemnify you only for losses due to personal injury, or property damage to the extent caused by our negligent acts or omissions, or the negligent acts or omissions of our employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit.

Item 5

We will supply an insurance certificate evidencing the insurance carried by us conditioned on the understanding that it represents full compliance with all insurance requirements applying to us on this project. Otis does not provide copies of its insurance policies, certified or otherwise. Coverage will be on an occurrence basis and in accordance with the coverage limits outlined in the contract documents. Renewal certificates will be provided during the term of the contract. In lieu of naming parties as additional insured, such parties shall be named insured on an Owner's and Contractor's Protective (OCP) Liability policy with a limit of \$2,000,000.

You shall maintain "All Risk" insurance upon the full value of our Work and material delivered to the job site, at no cost to Otis.

Item 6

In the event our Agreement is terminated through no fault of ours, we shall be paid for all material furnished, or manufactured, and labor performed up to the date of termination, including a reasonable margin.

This Agreement may be terminated for default provided that we are first allowed a reasonable time, upon receipt of written notice, to commence and continue to cure a deficiency.

In General

CHANGE ORDER

It is understood that the work is to be performed for a fixed price, at the amount indicated in the Agreement. This amount shall only be adjusted by properly approved change orders or written directives indicating related modifications to the scope of work and/or to the terms and conditions. Otis will not perform any work outside of the scope of work of the original Agreement until the parties have fully-executed a change order.

SOFTWARE

All software supplied with your elevator is licensed to you or your successors but only for use with, and for the operation of this elevator. Use of such software for any other purpose is prohibited. We will supply an owner's manual with instructions on how to operate and maintain this elevator. Otis will not supply any additional information such as internal Otis manuals, manufacturing drawings or source code.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Otis Peripherals") which we may use or install to deliver service under this Contract remains our property, solely for the use of our employees. Otis Peripherals are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove the Otis Peripherals at our expense.

OCCUPATIONAL HEALTH & SAFETY

We agree to abide by Customer's Safety Policy as long as said policy is not in conflict with our own Safety Policy.

Otis agrees to accept liability for the cost of penalties incurred by you pursuant to governing Occupational Health & Safety acts that result from our acts or omissions on the condition that the cost of any similar penalties imposed on Otis because of your acts or omissions or anyone employed by you shall be borne by you.

BARRICADES

You shall be responsible to erect/maintain all barricades at all of Otis' elevator hoistway locations throughout the job site in strict conformance with good safety practices, the Code of Federal Regulations as governed by the Occupational Safety Health Act, and any other applicable regulations.

STORAGE

You will provide suitable, secure storage areas, adjacent to the elevator shafts, for our material and equipment during the course of the work. Added costs to Otis resulting from off-site storage or relocation of the storage facilities at your request shall be reimbursed by you.

OVER TIME

Should Otis agree to work overtime, you agree to pay us overtime premium wages. If Otis is solely responsible for a delay, it may, at its own expense, work overtime to complete the work.

SEARCHES AND TESTS

Otis supports your efforts in attempting to maintain a safe, healthy and productive working environment; however, we cannot agree to authorize any party to search our employees or require our employees to submit to any tests. Otis will take appropriate action in the event that you advise us of any action by any of our employees that is contrary to the maintenance of a safe, healthy and productive workplace.

HAZARDOUS MATERIALS

You agree to notify Otis if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis' personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous material from the building, you agree to be responsible for such abatement, encapsulation or removal, and any governmental reporting, and in such event Otis shall be entitled to (i) delay its work until it is determined to Otis' satisfaction that no hazard exists and (ii) compensation for delays encountered.

RE-INSPECTION COST

Otis agrees to pay for the cost of one inspection after completion of the Work. Should additional inspections be necessary for causes not attributable to Otis, Customer agrees to pay for said inspections.

RESTRICTED PARTIES LAW

If 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 provide up to such time according to the rates contained in this agreement.

We want to take this opportunity to thank you for this order.

OTIS ELEVATOR COMPANY