



DATE: February 12, 2018

TO:

SC Education ASSN HDQTRS
421 Zimalcrest Drive
Columbia, SC 29210

FROM:

Otis Elevator Company
101 Corporate Boulevard
West Columbia, SC 29169

PROJECT LOCATION:

421 Zimalcrest Drive
Columbia, SC 29210

MACHINE NUMBER(S): 302372

PROPOSAL NUMBER: CER012819

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

OTIS HYDROACCEL™ HYDRAULIC CONTROL SYSTEM

<u>SECTION No.</u>	<u>TITLE</u>
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SECTION I.	SYSTEM OPERATING FEATURES
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SECTION II.	MACHINE ROOM EQUIPMENT
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SECTION I. SYSTEM OPERATING FEATURES

DUTY

The present capacity of 2,000 pounds at 125 feet per minute will be retained.

TRAVEL

The present travel from to floor, a rise of 11 feet, will be retained.

STOPS AND OPENINGS

The present 3 stops and 3 openings will be retained.

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.

AUTOMATIC SELF-LEVELING (RETAINED HOISTWAY SWITCHES)

The elevator shall be provided with automatic self-leveling that shall enable the elevator car to level within the original design leveling limits of the retained leveling devices, regardless of load or direction of travel. The automatic self-leveling shall correct for overtravel or undertravel.

NEW FIREFIGHTERS' EMERGENCY OPERATION (FEO)

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

Firefighters' Emergency Operation Phase I to return the elevator(s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a key switch 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 FEO cabinet shall be installed in the Car Operating Panel with a key switch for in-car control of each elevator when on Phase II of FEO.

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

SECTION II. MACHINE ROOM EQUIPMENT

CONTROLLER

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

POWER SUPPLY (RETAINED)

The present power supply of 208-240 volts, 3 phase, 60 hertz, alternating current will be retained and the new equipment will be arranged for this power supply.

SOFT STARTER (NEW)

A new solid-state starter will be provided. It will be of the same power requirement and starting configuration as presently exists.

MOTOR (RETAINED)

The existing motor shall be retained. It will be thoroughly inspected. Any components requiring replacement will be of the original manufacture or its equivalent.

VALVE (RETAINED)

Your existing valve will be retained. It will be inspected and adjusted for proper operation. Existing coil voltage of 120VAC required for retention of existing valve.

INDEPENDENT SERVICE

When the Independent Service switch in the car operating panel is actuated, it shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. Door operation shall occur only after actuation of the "DOOR CLOSE" button.

INSPECTION OPERATION

For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative.

On top of the car an operating fixture shall be provided containing continuous pressure "UP" and "DOWN" buttons, an emergency stop button, and an inspection-initiating switch. This switch makes the fixture operable and, at the same time, makes the door operator and car and hall buttons inoperable.

HOISTWAY ACCESS SWITCH

An enabling keyswitch shall be provided in the car operating panel to render all car and hall buttons inoperative and to permit operation of the elevator by means of an access keyswitch adjacent to the hoistway entrance at the access landing. The movement of the car away from access landing, other than the lower terminal, by means of the access keyswitch at the landing shall be limited in travel and direction to that as specified for the upper landing in the latest revisions of the ASME/ANSI A17.1 Code.

SECTION III. DOOR EQUIPMENT**CLOSED LOOP DOOR OPERATOR (NEW)**

Install a new closed loop door operator. Car and hoist way doors shall be power operated by means of a closed loop door operator mounted on top of the car designed to give consistent door performance with changes in temperature, wind or minor obstruction in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile.

DOOR-PROTECTION DEVICE (NEW)

Install a new solid state, infrared passenger protection device on the car door. Elevator doors shall be provided with a reopening device that will stop and reopen the car door(s) and hoistway door(s) automatically should the door(s) become obstructed by an object or person.

Door protection shall consist of a two dimensional, multi-beam array projecting across the car door opening.

INTERLOCKS (RETAINED)

The present interlocks will be retained. A thorough examination will be made of the interlocks. All replacement components will be the original manufacture replacement parts or equal.

CAR DOOR HANGER (RETAINED)

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

SECTION IV. HOISTWAY EQUIPMENT**HOISTWAY OPERATING DEVICES (RETAINED)**

The existing hoistway operating devices shall be retained. They shall be inspected for wear and adjustment. All parts requiring replacement shall be of the original manufacture or equal. Any adjustments required will be made.

CAR GUIDES (RETAINED)

The existing car guides shall be retained. They shall be thoroughly inspected. Any worn parts will be replaced by the original manufacture parts or equal.

CAR FRAME (RETAINED)

The existing car frame shall be retained.

PLATFORM (RETAINED)

The current platform will be retained.

HOISTWAY ENTRANCES (RETAINED)

The present hoistway entrances will be retained.

PIT SWITCH

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

SPRING BUFFERS (RETAINED)

The existing spring buffers shall be retained.

HOISTWAY DOOR HANGER (RETAINED)

The present hoistway door hanger will be retained and inspected for proper alignment. Any adjustment will be required.

SECTION V. FIXTURES AND AESTHETICS

NEW APPLIED CAR OPERATING PANEL

Provide a new applied Car Operating Panel containing all push buttons, key switches, and message indicators for elevator operation. The car operating panel shall have a satin stainless steel finish. It shall contain a bank of round satin stainless steel LED illuminated mechanical buttons. Flush mounted to the panel and marked to correspond to the landings served. All buttons to have raised numerals and Braille markings.

The car operating panel shall be equipped with the following features:

1. Raised markings and Braille to the left hand side of each push-button.
2. Car Position Indicator at the top of and integral to the car operating panel.
3. Door open and door close buttons.
4. Inspection key-switch.
5. Help Button/Hands-Free phone: The help button shall initiate two-way communication between the car and a location inside the building, switching over to another location if the call is unanswered, where personnel are available who can take the appropriate action. Visual indicators are provided for call initiation and call acknowledgement.
6. Landing Passing Signal: A chime bell shall sound in the car to signal that the car is either stopping at or passing a floor served by the elevator.

NEW HALL BUTTONS

Provide new stainless steel hall buttons and faceplates at each landing, with an up button and a down button at each intermediate landing and a single button at each terminal landing. Faceplates shall be surface mounted to wall.

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 HALL POSITION INDICATOR (OPTIONAL)

Provide new hall position indicators at main landing. The position of the car in the hoistway shall be shown by the illumination of the indicator corresponding to the landing that the car is stopped or passing.

CAR ENCLOSURE (RETAINED)

The present car enclosure shall be retained.

CAR POSITION INDICATOR (NEW)

Provide a new car position indicator.

"IN-CAR" DIRECTION LANTERN (NEW)

Provide a new "in-car" direction lantern

EMERGENCY CAR LIGHTING (NEW)

An emergency power unit employing a 12-volt sealed rechargeable battery and a 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 revision of the ASME/ANSI A17.1 Code.

HALL BUTTONS (NEW)

Provide new stainless steel hall buttons at each landing, with an up button and a down button at each intermediate landing and a single button at each terminal landing. Faceplates shall be surface mounted to wall.

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

SECTION VI. REMOTE SERVICES**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 VII. GENERAL REQUIREMENTS**ACCESS ALERT HOISTWAY SAFETY DEVICE**

We will furnish and install all of the necessary components, circuitry and wiring for a new AccessAlert system, which will operate on the elevator car top and pit.

AccessAlert will be installed so the elevator can be controlled in a safe manner when an authorized person accesses the elevator hoistway. The AccessAlert system meets all applicable safety codes.

CONFINED SPACE

This proposal does not include working in a Permit Required Confined Space. The machine room, hoistway, pit, and mezzanine ("Elevator Spaces") may be considered Permit- Required Confined Spaces as defined by the Occupational Safety and Health Organization ("OSHA"), 29 C.F.R. § 1910.146(b) and § 1926 Subpart AA. Otis has a documented process to control or eliminate hazards and classify such Elevator Spaces as non-permit required confined spaces. In the event that the customer/general contractor or unique site conditions or hazards (such as chemical manufacturing sites) require Otis to handle such Elevator Spaces as Permit-Required Confined Spaces, the customer/general contractor will be responsible for supplying, at its expense, all resources, including monitoring, permitting, attendants, and rescue planning associated with handling such Elevator Spaces as Permit-Required Confined Spaces. The customer/general contractor is required to inform Otis of all known or potential hazards related to Elevator Spaces that Otis may be required to access prior to Otis performing any work in such spaces. Further, the customer/general contractor is required to communicate any changes in the conditions associated with such Elevator Spaces or activities in or around such spaces that could introduce a hazard into such spaces. Otis will be compensated on a time and material basis for the inefficiencies of working in permit required Confined Spaces.

WIRING

All 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, tubing or electrical wire ways. Traveling cables shall be flexible and suitably suspended to relieve strain on individual conductors.

ENGINEERING DESIGN

All new material furnished shall be specifically designed to operate with the original 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 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 applicable version 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.

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 (\$2,000) Dollars. We shall also extend the stated durations to the extent that we are delayed.

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.

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 [TBD]. 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 this date, 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 4-6 weeks manufacturing time from receipt of approvals and down payment.

Thereafter, we expect the modernization to take approximately _____ weeks per car

All work will be performed during our regular working hours of our regular working days.

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.

MAINTENANCE

Maintenance service consisting of regular examinations and adjustments of the elevator equipment shall be provided by the elevator contractor for a period of [Select the appropriate new installation maintenance period: <three (3)> <six (6)> <nine (9)> <twelve (12)>] months after the elevator has been turned over for the customer's use. This service shall not be subcontracted but shall be performed by the elevator contractor. All work shall be performed by competent employees during regular working hours of regular working days. This service shall not cover adjustments, repairs or replacement of parts due to negligence, misuse, abuse or accidents caused by persons other than the elevator contractor. Only genuine parts and supplies as used in the manufacture and installation of the original equipment shall be provided.

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. 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.

SECTION VIII. WORK BY OWNER – 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:

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.

1. **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.
2. **MAIN LINE 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. Electrical Feeder system to limit available short circuit to not more than 10k amps at the load side of the elevator main line disconnect.
3. **EMERGENCY RETURN UNIT (ERU)** – If an ERU battery operated lowering device is being provided with your hydraulic elevator modernization then others are to provide an auxiliary contact in either the existing lockable disconnect (if currently code compliant) or in a new code compliant lockable disconnect.
4. **GROUND WIRE** – Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.
5. Provide a **SHUNT TRIP** disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.
6. **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. (Machine rooms shall be provided with 200 lx/19 fc , pits 100 lx/ 10 fc) Provide lighting per code in the buildings common areas to facilitate a safe working environment.

7. **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.
8. **ADDITIONAL STANDBY POWER REQUIREMENTS** –
Provide standby power to HVAC system serving any machine room with elevators on standby power.
Provide standby power to machine room lighting, and cab lighting.
Provide standby power and UPS to COMPASS dispatcher.
9. **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.
10. **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.
11. **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.
12. **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, Elevator Monitoring Systems or COMPASS entry device. Size and number as specified by Otis. Leave a measured pull tape in the conduit. Otis to furnish and pull required conductors.
13. **SMOKE & HEAT SYSTEM** - Provide a smoke and heat detector system, located as required with wiring from the sensing devices to each elevator controller.
14. **SPRINKLERS** - Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room.
15. **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.
16. **CUTTING & PATCHING** - Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access, machine beams, belt drop for Gen2 machines) patching, reinforcing and painting of walls, floors or partitions.
17. **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 entrance and egress of all equipment.
18. **FIRE EXTINGUISHER** - Provide ABC fire extinguisher in elevator machine room.
19. **BARRICADES** – Otis to furnish standard folding barricades only. If required, you are to 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. Furnish and maintain infection control separation as required.
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 LEDGES** - Provide per ASME code, a 75-degree angle constructed of a non-combustible material on all ledges that are 4" or greater in the hoistway, excluding multi-hatch divider beams.

22. **HOISTWAY VENTILATION** - Provide code compliant hoistway ventilation. Local Code Authority may require 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.
23. **SUMP HOLE GRATING** - Provide a flush grating over the sump hole located in the elevator pit.
24. **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.
25. **ASBESTOS** - Should any asbestos be found to be present in the building or elevator equipment which is related to any of our work, it shall be the responsibility of others to abate, contain, dispose 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.
26. **STORAGE** - Provide dry, protected and secure storage space adjacent to or within 100' rollable access to the hoistway(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite. If remote storage or "conex" box storage is required, it shall be provided at an extra cost.
27. **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. Owner shall properly dispose of oils, liquids and hazardous materials.
28. **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.
29. **MACHINE REPLACEMENT** This quotation is based upon weight assumptions or data available at the time of quotation. Quote is contingent and subject to change upon final engineering and verification of car gross load.
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 work. Lost time will be added to the project schedule.
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 ASME A17.1
 - a. Ledges over 4" wide shall have a 75° 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, including separation of hoistways. 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. Provide cutting out and disposal of existing entrance frames, if to be replaced.
- m. Grout or finish blocking of new entrances to provide a fire rated enclosure.
- n. Provide hoist beams over each elevator hoistway in machine room rated to hoist elevator machines.
- o. Finish painting of new hoistway entrances shall be by others, if prime entrances are selected.

SECTION VIII: GENERAL REQUIREMENTS

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 turnover of the elevators to you for use. Otis reserves the right to discontinue work or not turn over elevators unless payments are current.

Otis does not accept credit cards as a form of payment for modernization work.

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.

Base Contract Amount		\$62,354
Number of units		1
Due Date	Description	Value
Upon Issuance of PO/Contract	60%	\$ 37,412.40
Upon Delivery of Material	70% of Remaining Balance	\$ 17,459.12
Upon Substantial Completion of 1st elevator	100 % of remaining balance	\$ 7,482.48

SECTION IX: ALTERNATE**ALTERNATE # 2 – DOWN PAYMENT OPTIONS**

THE PRICE QUOTED HEREIN IS BASED UPON A 60% DOWN PAYMENT

Down Payment is due upon award. Material will not be released to manufacturing until the down payment is made.

In exchange for a **100% down payment**, Otis will discount the price by 5%. This amounts to a savings of \$3,118.00. The selling price with the **5% discount** will be \$59,236.30.

Please indicate your intention to choose this option by initialing here



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: \$ 62,354.00 "PLUS SALES TAX IF APPLICABLE"
Sixty Two Thousand Three Hundred Fifty Four Dollars

This price is based on a **sixty percent (60%)** downpayment in the amount of **\$ 37,412.**

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: _____
Carli Ruff

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: 4/5/2018

Signed: X [Signature]

Print Name: Phadra L W, Williams

Title: Interim Executive Director

Name of Company: The South Carolina

Education Association

☐ Principal, Owner or
 Authorized Representative of Principal or Owner

☐ Agent _____
 (Name of Principal or Owner)

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

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 as follows: A down payment of sixty percent (60%) of the price shall be paid after we have completed processing your equipment requirements, and orders are placed; the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. 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. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.

