



OTIS

Elevonic[®]
RM and RMH

Elevonic® RM Control System

(With New Machine & Motor)

4/3/2025

CUSTOMER NAME

RIVERVIEW CONDOMINIUM

Otis Elevator Company

8403 Benjamin Rd, Suite E
Tampa, FL 33634

PROJECT LOCATION

1400 1ST AVE W
Bradenton, Florida, 34205

PROPOSAL NUMBER

F7SD6940/01

We propose to furnish labor and material to provide an Elevonic® RM control system. It is a digital closed-loop microprocessor-based control system specifically designed to meet the particular needs of modernizing UMV traction elevators such as the elevator located at Riverview.

Section 1



UNIT(S)

DUTY

The present capacity and speed of the elevators will be retained as follows:

Passenger Elevator

MACHINE #	CAPACITY (Pounds)	SPEED (Feet per Minute)
304751	2500	200

TRAVEL, STOPS & OPENINGS

The present travel, stops and openings of the elevators will be retained as follows:

Passenger Elevator

304751

LANDINGS	OPENINGS		Distance Between Floors
	Front	Rear	
8	Yes	No	0 ft 0 in 0
7	Yes	No	8 ft 7 in 0
6	Yes	No	8 ft 7 in 0
5	Yes	No	8 ft 7 in 0
4	Yes	No	8 ft 7 in 0
3	Yes	No	8 ft 7 in 0
2	Yes	No	8 ft 7 in 0
1	Yes	No	10 ft 7 in 0

Section 2



OPERATION

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 + ¼" 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 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.

NEW 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.

HOISTWAY ACCESS SWITCHES

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.

OTIS ONE PLATFORM (New Code Requirement)

Otis ONE is an internet of things (IoT) platform that enables advanced monitoring, big data analytics, and predictive maintenance to address potential issues before they occur, increasing elevator uptime and reducing service disruptions. Activation of these features is subject to execution of a separate Otis ONE license and subscription agreement and additional annual subscription fee of \$75 per month, which is not included in this Contract.

Otis ONE Subscription

Otis ONE Pro Subscription Features

- IoT connection with continuous elevator data collection
- Monitoring by mechanics and OTISLINE
- Automated performance diagnostics and data analytics
- Over-the-air IoT software updates
- Otis Customer Portal access
- Real-time elevator status
- Performance & usage dashboards
- Service activity detail
- Predictive maintenance with remote dispatch
- Real-time alerts
- No "running on arrival" (ROA) fees at Otis' discretion
- Customized health reports
- **Voice, video and text-based communication services that meet IBC 3001.2-2018 and ASME A17.1-2019 codes regarding communication systems for the hearing and speech impaired**
- When required by code an emergency personnel station will be included to allow emergency personnel to communicate with trapped passengers

Otis One Pro (included)

eView™ is an infotainment service option to Otis ONE Pro that enhances the passenger experience with news, weather, and sports highlights. You can also promote your brand and share your custom content with passengers.

Authorized Personnel Station (included)

An authorized personnel station allows authorized personnel to communicate with trapped passengers in elevators equipped with Otis ONE Plus with Voice or Otis ONE Pro. Authorized personnel can speak to passengers and when the elevator is equipped with Otis ONE Pro, view a live video feed from inside the elevator and communicate with passengers via text messaging.

Section 3



MACHINE ROOM EQUIPMENT

NEW CONTROLLER

The present control system will be changed to Elevonic® RM Microprocessor control. The 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. Controller will come with necessary wiring connections from the hoistway to the machine room, including a new car traveling cable with adequate spare wire.

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 transformer as required.

NEW POWER CONVERTER SUCCESSIVE STARTING

When all power converters in a group are shut down due to lack of demand, only a single converter shall be allowed to start up at one time.

NEW MACHINE

A new electric geared traction machine with Variable Voltage Variable Frequency A.C. motor shall be provided at existing location.

NEW HOIST ROPES

New steel traction hoist ropes will be replaced with the new geared machine assembly.

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 GOVERNOR ROPE

The governor cable shall be replaced with new.

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 4



DOOR EQUIPMENT

NEW CLOSED LOOP DOOR OPERATOR

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.

NEW 3D DOOR-PROTECTION DEVICE

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 doors and hoistway doors automatically should the doors become obstructed by an object or person. The door protection device will also include a proximity feature (3D) which will detect when a person is approaching the elevator and automatically reopen the doors (3D detection is a new code requirement).

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.

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. The car door clutch and car hanger rollers will be replaced new.

REFURBISH HOISTWAY DOOR TRACKS AND HANGERS

The present hoistway door tracks and hangers shall be retained. The hanger rollers will be replaced new on all floors. The pick up rollers will be replaced new on all floors.

NEW HOISTWAY DOOR RESTRICTORS

Folding hoistway door restrictors shall be installed.

Section 5



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.

NEW CAR GUIDES

The existing car roller guides shall be replaced with new polyurethane roller wheels for smooth passenger ride experience.

NEW COUNTERWEIGHT GUIDES

The existing counterweight roller guides shall be replaced with new polyurethane roller wheels for smooth passenger ride experience.

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 SOUND-ISOLATED PLATFORM

The existing sound-isolated frame will be retained and reused.

RETAIN CAR INTERIOR

The present car interior shall be retained.

NEW LOAD-WEIGHTING DEVICE

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

NEW PIT SWITCH

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

NEW CARTOP ESCAPE SWITCH & EXHAUST FAN

An emergency dome escape microswitch shall be installed atop the cab per code. A new exhaust fan shall also be installed atop the car.

RETAIN BUFFERS

The existing buffers shall be retained and replenished with new buffer oil.

NEW GOVERNOR TAIL SHEAVE GUARDING

Protective safety guarding will be installed around the governor tail sheave.

NEW ACCESS ALERT HOISTWAY SAFETY DEVICE

We will furnish and install all the necessary components, circuitry and wiring for a new Access Alert system, which will operate on the elevator car top and pit. Access Alert will be installed so the elevator can be controlled in a safe manner when an authorized person accesses the elevator hoistway. The Access Alert system meets all applicable safety codes.

Section 6



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. A camera will come affixed to the emergency light (part of new code communication features).

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. The car position indicator shall be incorporated into the new Otis ONE eView display screen.

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 LANTERN ARROWS

A direction lantern arrows fixture shall be mounted in car entrance jamb, 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.

Section 7



HALL FIXTURES

NEW HALL STATIONS

New hall stations 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. The egress terminal floor's new hall fixture shall include all code necessitated key switches and features, including phase-1 fire service recall, fire hat jewel, emergency communications key switch, emergency communications jewel, and mechanic's access key switch. The top floor's hall station includes a mechanic's access key switch.

Section 8



HEALTH PRODUCTS

No Health Products Specified

Section 9



WORK BY OTHERS – NOT IN CONTRACT

The following items, wherever applicable, 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.

AIR CONDITIONING

Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 45°F and 90°F. The relative humidity should not exceed 95 percent non-condensing.

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.

SPRINKLERS

Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room. If sprinklers are being installed or altered in the hoistway(s), pit or the machine rooms, a means must be provided to disconnect three-phase power before water is applied. This is usually accomplished with a shunt trip breaker that must be located outside the elevator machine room. The shunt trip breaker may be activated by heat detectors located within 24" of the sprinkler heads and arranged to trip at a lower temperature than the sprinkler heads. A heat detector is not required in the pit if the sprinkler head is within 24" of the pit floor. Heat and smoke devices in elevator hoistways must be installed with UL rated and lockable panels that are accessible for servicing from outside the hoistway. The panel interiors are to be guarded using a minimum 13 gauge metal with a pattern of maximum 3/4 inch holes.

SMOKE AND HEAT SYSTEM

Provide elevator lobby, machine room and hoistway smoke detecting devices located as required and wired from the fire control center to a controller in the machine room. Hoistway devices are required to be made accessible from outside the elevator hoistway. Coordinate signal connections and necessary testing with the Elevator Contractor. Provide the following zones and locate signal circuits in a properly labeled junction box in the machine room:

Main Floor Recall: Provide one set of normally closed contacts that will open when any smoke sensor related to the elevators at the designated main landing senses smoke. This excludes other devices located in the machine room, hoistway or main egress floor.

Alternate Floor Recall: Provide one set of normally closed contacts that will open when the smoke sensor at the main egress floor senses smoke.

Machine Room/Hoistway Recall: Provide one set of normally closed contacts that will open when any smoke sensor located in the machine room or hoistway/pit senses smoke.

CUTTING AND 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.

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. Electrical Feeder system to limit available short circuit to not more than 10k amps at the load side of the elevator main line disconnect.

GROUND WIRE

Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.

EMERGENCY COMMUNICATIONS – Phone Only

Provide a continuously monitored phone line terminating at Otis controller.

EMERGENCY COMMUNICATIONS – Voice / Video / Text

Provide a dedicated 125 volt, 15 ampere single-phase power supply with a fused SPST disconnect switch or circuit breaker, per group of elevators in the same location as the 3-phase elevator disconnect. This disconnect or breaker shall be capable of being locked in the open position per National Electrical Code or Canadian Electrical Code, as applicable. If Emergency (standby) power system is supplied this disconnect must be arranged to be feed from the same emergency (standby) power transfer switch as the elevator group. Provide a dedicated RJ45 internet network connection in each control room, minimum download speed 5Mbps per elevator, minimum upload speed 1Mbps per elevator.

Number of Elevators	Min. Download Bandwidth (Mbps)	Min. Upload Bandwidth (Mbps)
1 - 3	5	1
4 - 6	10	2
7 - 8	15	3

EMERGENCY COMMUNICATIONS – Intercom

Provide a 120VAC 15A single phase power supply with fused disconnect switch (or circuit breaker) with GFCI outlet in machine room located as required for communications system.

ELEVATOR MANAGEMENT SYSTEM (EMS)

Provide a 120VAC 15A single phase power supply with two duplex GFCI outlet and fused disconnect switch (or circuit breaker) located in areas containing EMS equipment (typically machine room, fire command center, and/or building security station). Where Web based EMS supplied, provide CAT-5 cable from elevator machine room to EMS terminal locations.

TEMPORARY CROSS DISPATCHING (CDT)

For each group provide a 120VAC 15A single phase power supply with fused disconnect switch (or circuit breaker) with GFCI outlet located in elevator machine room.

GFCI OUTLETS

Provide 120volt GFCI type convenience outlets in the machine room and in each pit. Provide additional non-GFCI outlet in each pit for use by sump pump. Pits subject to sprinklers shall have NEMA 4 rated fixtures if located below 48" above pit floor

CAR LIGHT POWER SUPPLY AND DISCONNECT

For each car provide a 120 volt AC, 15 amp, single-phase power supply with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position with feeder wiring to each controller located in the machine room.

VIDEO DISPLAY POWER SUPPLY AND DISCONNECT

For each car provide a 120 volt AC, 15 amp, single-phase power supply with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position and with GFCI outlet located in the machine room.

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.

EMERGENCY (STANDBY) POWER

If emergency power is available, verify and provide the following:

- a. Power that meets the load characteristic requirements of the new control system. Power that is capable of operating and providing sufficient power to non-linear elevator loads and that is capable of absorbing regenerated power resulting from running elevators with overhauling loads.

- b. Two conductors to the machine room from a normally closed auxiliary contact on the Owner's EP transfer switch. Contacts to open when power transfers to the emergency source.
- c. Two additional conductors to the machine room from an adjustable timed relay on the Owner's EP transfer switch to indicate "request to transfer" from standby to normal power.
- d. Power for 115VAC circuits that supply elevator cab lights, cab fan, communication means, EMS, Lobby Panels, and Compass dispatching systems (if applicable).
- e. Power for machine room lighting, ventilation and cooling means.

LIGHTING

Provide sufficient lighting in the buildings common areas to facilitate a safe working environment. Provide new or modify machine room lighting to provide a minimum of 19 ft. candles of illumination and new pit lighting to provide a minimum of 10ft. candles of illumination. The machine room light switch shall be located within 18" of the lock-set side of the entry door. Pit light switches shall be adjacent to the pit ladder and a minimum of 24" above the threshold level. Lighting must have code compliant guards of either grounded metal, plastic or comparable. Pits subject to sprinklers shall have NEMA 4 rated fixtures.

ROOF LIGHTING

Lighting is required to illuminate machine room access paths on the roof.

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.

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.

FIRE EXTINGUISHER

Provide fire extinguisher in elevator machine room.

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.

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.

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.

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.

SUMP HOLE GRATING

Provide a flush grating over the sump hole located in the elevator pit.

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.

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 Customer or 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 Customer or owner.

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.

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.

AUTOMATIC RECOVERY OPERATION (ARO)

When the Automatic Recovery Operation (ARO) is specified, the mainline fused disconnect switch or circuit breaker shall be equipped with two auxiliary contacts that are positively opened when the mainline disconnect is in the OFF position. Only emergency power operation OR ARU can be selected, not both.

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 monitor, 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.

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.

MATERIAL RESPONSIBILITY

Otis maintains no responsibility for material delivered to the jobsite. The Customer is financially responsible for all cost to replace any damaged, stolen or missing material or equipment. Otis will not be responsible for deductibles on "Builder's Risk" insurance policies. Otis will provide a change order, police report and affidavits as needed to substantiate the claim. Otis will not procure replacement equipment until a signed change order is received.

LOCKOUT TAG OUT

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate

personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

CONFINED SPACES

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, others, 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 or owner 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 or owner 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 or owner 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.

Section 10



GENERAL REQUIREMENTS

EXAMINATION OF EQUIPMENT

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.

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 suspend work on the job to await the conclusion of work by others not party to this 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.

INSURANCE

OTIS

Otis agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, Worker's Compensation in statutory limits, Employer's Liability in the amount of \$1,000,000 for Each Accident, Each Employee – Disease. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance.

CUSTOMER

You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

PRE-EXISTING CONDITIONS TRACTION

Our proposal is contingent on the existing equipment being counterbalanced at an industry standard between 40- 45%. Otis will verify balance on the cars when awarded the project, and if discovered to be in conflict with this standard Otis will provide a time and material cost to correct the condition.

If requested Otis can verify existing conditions prior to the award of the project for the sum of \$4,500.

COUNTERWEIGHT ASSEMBLY

Our price provisionally includes adding or removing counterweights to achieve a proper balance between the car and the counterweight. We include this adjustment to the extent that this change in weight is within 5% of the original recorded car weight and car load capacity weight combined. We have not included for any additional costs associated with identifying or correcting car weights previously increased or decreased more than the ASME code allowance of 5% of original design.

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 installation 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 at its absolute discretion to discontinue work or not turn over elevators unless payments are current.

- Our quoted price is based on the "Initial Payment" equaling **sixty percent (60%)** of Contract award. This 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.
- Otis will mobilize after the "Material Delivery Payment" is received. See "Schedule of Values" below.
- If Otis is directed by you to furnish any labor, service, or material that is outside of the mutually agreed upon scope of work of this Contract ("Out of Scope Work"), Otis may

agree to perform such Out of Scope Work (1) subject to receipt of a written notice to proceed prior to commencement of any such Out of Scope Work; and (2) contingent upon receipt of a mutually agreed upon and executed change order within thirty (30) calendar days of such written notice to proceed. If the parties are unable to agree to terms that lead to the issuance of a mutually agreed upon and executed change order within such thirty (30) day period, Otis may suspend the Out of Scope Work. Notwithstanding any other provision, language, term or condition to the contrary, Otis shall not be liable for any project delays and/or damages, including but not limited to liquidated damages, associated with a delay in the issuance of a mutually agreed upon and executed change order.

SUBSTANTIAL COMPLETION/“PROGRESS PAYMENTS”

This payment is due upon substantial completion of each modernized elevator. The “Labor Progress Payment” amount shown on the SOV is divided by the total number of elevators being modernized as a part of this Contract. Substantial completion is defined as a functional elevator that is accepted by the authority having jurisdiction as useable for temporary or 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 each elevator.

- Final retention payment shall be due within thirty (30) days after acceptance of each elevator installation. Otherwise, warranties shall be suspended or terminated at Otis' absolute discretion.
- All change orders must be executed and paid prior to scheduling a final inspection and turnover of each elevator to customer.
- 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.
- A processing fee will be applied to credit card payments.

SCHEDULE OF VALUES:

SCHEDULE OF VALUES			
Base Contract Amount: \$289,607			
DUE DATE	DESCRIPTION	%	VALUE
Due within 30 days from date of invoice or prior to release of factory orders, whichever occurs first.	Engineering/Drawings/Mobilization "Initial Payment"	60%	\$173,764
Due within 30 days from date of invoice or prior to installation, whichever occurs first. Installation will not commence until this material payment is made.	Materials for project "Material Delivery Payment"	25%	\$72,402
Due within 30 Days from completion of the elevator (by or before the final state inspection).	Installation labor "Labor Progress Payments"	15%	\$43,441

DOWN PAYMENT (OPTION)

DISCOUNT SCHEDULE

- **Pre-Payment Discount** - Otis will offer the discount below for a 100% pre-payment amount:
 - **100% Pre-Payment** 3% discount off base bid

LEAD TIME AND DURATION

We anticipate approximately 24 weeks manufacturing time from receipt of approvals and down payment.

Thereafter, we expect the modernization duration to take approximately 12-14 weeks to install.

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

SCHEDULE

Our proposal is based on an agreed delivery date. If the delivery date is delayed 90 calendar days or greater, customer agrees to pay applicable factory material price increases. A fully executed change

order and full payment of the price increase, in addition to full payment of the required down payment by Customer is required prior to the factory material being ordered and released. Additionally, if your project schedule changes and extends installation or completion of labor into a future year or year(s), Customer agrees to pay applicable labor escalation price increases. A fully executed change order regarding the labor escalation price increase must be executed prior to mobilization and the start of any work.

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.

CODE CLARIFICATIONS

ASME A17.1/CSA B44 (2019)

ASME A17.1 / CSA B44 (2019): Otis' proposal meets the requirements included in the ASME A17.1 / CSA B44 2019 code, including an emergency communication system that conforms to, Requirement 2.27.1.1 for two-way voice, video & text emergency communication.

Work By Others

IF the machine room and elevator hoistway areas receive adequate AT&T signal, then Otis will be able to provide new code communications via wireless internet utilizing our Otis ONE gateway. Otherwise, if AT&T cell tower signal is poor, then Customer or owner must provide a dedicated RJ45 internet network connection to each elevator controller. Additional internet network details and requirements will be provided by Otis later.

Section 11



ALTERNATE(S)

ALTERNATE #1 (TURNKEY) – Otis Scope to Include “Work by Others”

Otis will turnkey the project via subcontract Nichols Contracting Inc (NCI) to perform the building-related, Work by Others scope required in part with the elevator modernization. Please reference “Exhibit A” to view the scope of work included should you elect this alternate.

ADD: Forty-Two Thousand Seven Hundred Fifteen and 00/100 Dollars (\$42,715.00) **

Please indicate your intention to choose this option by initialing here:

***NOTE: Otis' Alternate #1 Pricing includes a 10% markup on top of NCI's quote. You may alternatively choose to contract NCI (or others) directly to address your Work by Others.*

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	\$289,607
	Two Hundred Eighty-Nine Thousand Six Hundred Seven & 00/100 Dollars

This price is based on a **sixty percent (60%)** down payment in the amount of **\$173,764**.

Should Alternate #1 be accepted, the total shall be increased by \$42,715 and the down payment / progress payment values will be adjusted accordingly.

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, and us when accepted by you and our authorized representative through execution of this proposal; or by your authorizing us to perform work for the project and our commencing such work. The purchase price in the Contract is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases. This quotation is valid for thirty (30) days from the date of submission unless changed by us prior to a fully executed contract.

Accepted in Duplicated

Submitted by: _____
Eric Monette

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: X _____

Print Name: _____

Title: _____

Name of Company: _____

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: _____

Signed: X _____

Print Name: _____

Title: _____

TERMS AND CONDITIONS

This Contract 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 Contract 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 Contract, nor shall it constitute an acceptance of any additional terms.

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 written 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. This warranty excludes any damage due to ordinary wear and tear and any damage due to any reason beyond our reasonable control including but not limited to vandalism, abuse, misuse, neglect, modifications not performed by us, or improper or insufficient maintenance by others. THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT 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 CONTRACT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

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 the equipment furnished hereunder when final payment for such equipment is received by us. In addition, you shall be granted a license to use software incorporated into such equipment solely for operating such equipment and in accordance with the terms regarding licensing further below. Further, Customer shall not have the right to take title or possession of any of Otis' tools or machinery used by Otis in providing its services or work.

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 pursuant to the payment schedule above and on the following terms: 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 the agreed upon retainage and the aggregate of previous payments. We shall be paid in full for all change orders and no less than the percentage base contract amount stated above prior to scheduling an inspection and/or turnover of the elevators to you for use. 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 disclaim any responsibility for claims or damages associated with elevator service interruptions caused by or resulting from work performed by you or others retained by you to perform work.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Contract may be used by us 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.

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 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.

Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages or losses of any kind including, but not limited to, loss of revenues, loss of profits, loss of rents, loss of good will, loss to business opportunity, or harm to business reputation, in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. We will use commercially reasonable efforts to complete the work set forth herein with minimal disruption to elevator service for you and your tenants (as applicable). Notwithstanding the foregoing, the parties acknowledge that delays and disruptions in service are a normal result of the type of work described herein, and notwithstanding any other representations, warranties or indemnity obligations hereunder, we will have no liability for any direct or indirect damages resulting from interruptions in elevator service during the performance of our obligations. Neither party's liability to the other for any reason arising from this Contract shall exceed the value of the Contract.

Otis shall not be liable for any loss, damage, or delay nor be found to be in default or breach due to any cause beyond its reasonable control including, but not limited to acts of God or nature: fire; explosion; theft; floods; water; weather; traffic conditions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively "Causes Beyond Otis' Reasonable Control"). Otis shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Otis' Reasonable Control. Otis' ability to maintain scheduled job progress is further conditioned upon the timely furnishing to Otis by Customer of completed and code compliant hoistway(s) (wellway) and machine rooms, necessary approvals and power of proper characteristics for Otis' uninterrupted use.

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis transfers information subject to the corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis and its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include

the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

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.

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 Contract 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 Contract 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 Contract, nor shall it constitute an acceptance of any additional terms.



EXHIBIT A
WORK BY OTHERS SCOPE TO
BE INCLUDED VIA OTIS'
ALTERNATE #1'S PRICE
(if authorized)

February 17, 2025

Bid 208128

Eric Monette
Otis Elevator
12730 Commonwealth Dr., Suite #4
Ft. Myers, FL 33913

Subject: Riverview Condominium
1400 1st Ave. W., Bradenton, Florida 34205
Modernization of one (1) 8-stop elevator

Dear Eric:

Nichols Contracting, Inc. is pleased to quote a price of **\$38,832** to complete the building work associated with the modernization of one (1) 8-stop elevator at Riverview Condominium in Bradenton, Florida. Our scope of work is pursuant to our site visit and includes only the following:

- *Our proposal includes **General Conditions, Supervision and Permits for our work only.***
- ***Allow a minimum of 8 weeks from our receipt of owner signed permit applications for permits to be in place. NCI will not start work without permits in place.***
- ***Accounting for Certified payroll is not included in our proposal. Our proposal is not subject to prevailing wage rates or reporting.***
- ***All Invoices are to be paid within 30 days of invoice date. Sums not paid within thirty (30) days shall accrue interest at the rate of three percent (3%) annually, compounded monthly.***
- ***Additional charges will be incurred for permit extensions caused by delays in the elevator schedule.***
- ***Engineering expenses as required by the AHJ for threshold inspectors are not included and will be invoiced at engineer hourly rate plus 10% overhead plus 10% profit.***
- ***STANDBY TESTING: In order to expedite testing and control costs, we will have the elevator related modules labelled and the equipment will be ready for standby testing. We have allotted one day, not to exceed four (4) hours, for standby testing.***
- ***CHANGE ORDERS: Change orders will be processed at our current labor rates at the time of approval. Mark up on our work will be at industry standards, unless otherwise***

stated in the bid/contract documents, which is to be disclosed at time of project award.

ELEVATOR MACHINE ROOMS, HOISTWAYS AND PIT AREAS

1. Furnish and install fire rated patches and fire stopping by a certified installer any existing holes or voids in the elevator machine room, hoistway and pit to meet code.
2. Patch existing hole for window AC unit with CMU block. ***Exterior finish and paint color to be chosen by owner and match existing as closely as possible.***
3. ***Note: Machine room door is not labeled with a fire rating. Add \$5,250 to Furnish and install one (1) new 1 ½ hr fire rated, exterior machine room door assembly with door, frame, closer, storeroom type handle, threshold and weather-stripping, if required by the elevator inspector.***
4. ***Note: Dewatering and cleaning of the pit is not included.***

AIR CONDITIONING

1. Furnish and install one (1) 1-ton, duct-free, mini split system air conditioner with programmable thermostat and with anti-corrosion coating in the elevator machine room. ***Location of outdoor unit to be approved by owner. Assumed to be wall mount bracket at roof level. Additional costs will be incurred for a roof mounted rack.***

POWER AND LIGHTING FOR ELEVATOR

1. Demo any electrical equipment or conduits not scheduled for retention pertaining to the elevator machinery space.
2. Furnish and install one (1) new junction in the elevator machine room at the main feed coming into the machine room.
3. Furnish and install one (1) new subpanel in the machine room to replace existing.
4. Furnish and install one (1) new heavy duty, fused 240V main line disconnect lockable in the OFF position only with electrical interlock switch with auxiliary contacts for battery lowering device and RK fuses with rejection clips. ***Disconnect size and reuse of existing feed is based on full load amps of the existing machines. NCI has no work included to replace the main line power feeds to the machine room.***
 - a. ***Note: Existing main line disconnect is rated for 200A and fused at 60A.***
 - b. ***Note: Existing main line feed is size 1 AWG, good for 130A. Assumption is the existing installation is per code.***
 - c. ***Note: Existing main feed circuit breaker size is 200A.***
 - d. ***Note: Maximum machine size is 30 HP.***
 - e. ***Note: Auxiliary contacts requirement to be confirmed by elevator contractor.***
5. Furnish and install one (1) new heavy duty, fused disconnect for cab lighting and fan exhaust, lockable in the OFF position only.

6. Furnish and install all necessary load side conduit and wire from the main line and cab light disconnects to the new elevator controller. ***Final connection by the elevator contractor.***
7. Furnish and install guarded LED light fixtures as needed to reach 19ftc in the elevator machine room.
8. Furnish and install one (1) new GFCI duplex receptacle in the machine room.
9. Furnish and install a new conduit and CAT6 cable in the machine room for elevator 2-way video communication service from the existing junction box. ***Internet service to machine room by owner. Final connection to elevator controller by elevator contractor.***
10. Furnish and install one (1) new circuit from the new subpanel with heavy duty disconnect, lockable in the closed position, Ditek DTK-120/240CM+ surge protector and all necessary conduit and power wire to provide power to the new AC unit.
11. Furnish and install vaporproof LED light fixtures with switch in the elevator pit to achieve 10ftc.
12. Furnish and install one (1) GFCI duplex receptacle in the elevator pit. Isolate pit GFCI from lighting per code.
13. Furnish and install two (2) new vaporproof LED light fixtures with motion sensors on the roof to illuminate pathway to machine room.
14. Provide labels on all disconnects showing source of power.

FIRE ALARM

1. ***NCI will require 4 hours to support for Fire Alarm final inspection with the AHJ.***
2. Furnish and install three (3) new relay modules in the elevator machine room for primary recall, alternate recall and fire hat.
3. Furnish and install new conduit and wire from the relay modules to the elevator controller. ***Final connection to controller by elevator contractor.***
4. Provide for engineering, programming, pre-test and final elevator inspections.
5. ***Note: Any additional relays for fire service required above the industry standard three is not included and will be considered change order work.***
6. ***Note: Any additional requirements by the AHJ are not included and will be considered new work. If fire alarm panel programming is locked out, it is customers responsibly to access programming code from current fire alarm vendor.***
7. ***All fire watches are the responsibility of the customer – owner. NCI is NOT responsible for any fire watches needed or required while the fire alarm system is being repaired, installed, or upgraded.***

Our price is firm for 60 days and includes **general conditions, labor, material, and applicable taxes for our work only**. Nichols Contracting, Inc. reserves the right to change the price after 60 days due to inflation. Thirty Percent (30%) of the base price quoted shall be due and payable upon acceptance of proposal. Balance shall be due according to an agreed upon schedule of values.

All work is to be performed during normal business hours. Our work shall be scheduled and coordinated with Owner and elevator contractor. Includes clean up and hauling of debris resulting from our work (only) on a daily basis. *Nichols Contracting, Inc. shall not at any time be responsible for the abatement of lead paint or asbestos.*

If awarded this project, NCI will require the ability to survey the site within two-weeks of award to confirm and verify field conditions.

Our price **does not include** bonds, third party inspections, expediting, or anything not mentioned specifically herein. **Owner shall provide building CAD drawings as necessary for permit acquisition.**

Thank you for the opportunity to quote on this project. Please give me a call if you have any questions regarding our proposal.

Sincerely,



Keith Pattillo

Estimator Sales

cc: Fred Nichols, President

Accepted by: _____ Date: _____

Printed Name: _____ Title: _____

PO #: _____

Nichols Contracting, Inc. Terms and Conditions of Proposal

Nichols Contracting, Inc.'s proposal includes the following Terms and Conditions, and its pricing is premised upon their incorporation into the forthcoming subcontract. In the event of inconsistency or conflict with other contract documents, these terms and conditions shall control.

1. Prior to execution of this Subcontract, Contractor shall provide a copy of all prime contract documents and any prime contract payment bond.
2. Notwithstanding other language in any contract document, Subcontractor's planning and pricing are premised upon its commencement of work in accordance with the project schedule nearest in date to the signing of this contract, and uninterrupted performance to completion in accordance with the sequence shown by that project schedule. Changes to these premises shall be treated as a change order, providing for compensation for time-related costs actually incurred.
3. Subject to warranties, final payment shall constitute acceptance of the Work.
4. Notwithstanding other language in any contract document, retainage shall not exceed the percentage withheld under the prime contract.
5. Notwithstanding other language in any contract document, any indemnification by Subcontractor shall be limited to Subcontractor's fault and to the coverage of insurance provided under this Subcontract.
6. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, not settled by the principals shall be submitted to mediation under the Construction Industry Mediation Procedures of the American Arbitration Association. Any such controversy or claim not settled by mediation shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award of the arbitrators may be entered in any court having jurisdiction thereof. The locale of an arbitration shall be that of the Project. An arbitration shall not be consolidated with another arbitration in the absence of written agreement to that effect by both parties. Subcontractor shall not be liable for consequential or punitive damages.
7. Notwithstanding other language in any contract document, payment to Contractor by Owner is not a condition precedent to Contractor's obligation to pay Subcontractor.
8. Contractor shall be entitled to terminate this contract for convenience only in the event of termination by the Owner of the prime contract for its convenience.
9. Failure of Contractor to pay Subcontractor timely shall be a default and Subcontractor, in addition to other remedies, may upon seven (7) days' written notice stop work pending payment. Contractor shall give Subcontractor five days' written notice of and the opportunity promptly to cure any problem with the Work that may become the subject of a backcharge, or such backcharge shall be waived by Contractor. The undisputed portion of any disputed amount shall be paid promptly.
10. In no event shall the Contractor require the Subcontractor to provide an unconditional waiver or release of claim, either partial or final, prior to receiving payment or in an amount in excess of what has been paid, and any such waiver or release shall be void.
11. Subcontractor shall protect Contractor and the project from liens of sub-subcontractors and others working under Subcontractor only with respect to Work for which Contractor has paid Subcontractor.
12. Each party shall pay its own attorneys' fees incurred in connection with this contract.