

# OTIS

**DATE:** October 7, 2013

**TO:**

Tyler County Courthouse  
c/o Judge Blanchette  
100 W Bluff Street  
Woodville, TX. 75979

**FROM:**

Otis Elevator Company

**PROJECT LOCATION:**

Tyler County Courthouse  
100 W Bluff Street  
Woodville, TX 75979

**MACHINE NUMBER(S):** Z77346 Courthouse

**PROPOSAL NUMBER:** T198338

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

## **OTIS ACCEL HYDRAULIC CONTROL SYSTEM**

We propose to furnish labor and material to provide a hydraulic microprocessor-based control system. It is specifically designed to meet the particular needs of modernizing hydraulic elevators. The system is integrated by communications over serial links and discrete wiring. The "Relative System Response Plus" software dispatches elevators based upon real-time response to actual demands on the elevator(s).

### **DUTY**

The present capacity will be retained.

### **TRAVEL**

The present travel will be retained.

### **STOPS AND OPENINGS**

The present number of stops and openings will be retained.

### **RETAIN POWER SUPPLY**

The present power supply of alternating current will be retained and the new equipment will be engineered and arranged for this power supply.

### **NEW SOFT STARTER**

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

### **NEW MOTOR**

The existing motor will be replaced with a motor that is of the same power characteristics and starting configuration as presently exists.

### **NEW VALVE**

A new integral 4-coil control valve will be installed to replace the existing valve. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

### **NEW POWER UNIT**

The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler. The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise. A muffler is provided to dissipate pulsations and noise from the flow of hydraulic fluid.

**NEW AUTOMATIC SELF-LEVELING (WITH NEW HOISTWAY LEVELING DEVICE)**

The elevator shall be provided with automatic self-leveling that shall bring the elevator car level with the floor landings, no more than +/- 1/2" regardless of load or direction of travel. The automatic self-leveling shall correct for overtravel or undertravel.

**NEW CONTROLLER**

A microprocessor-based 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.

**MICROPROCESSOR OPERATION - ONE CAR**

Operation shall be automatic by means of the car and landing buttons. Stops registered by momentary actuation of the car or landing buttons shall be made in the order in which the landings are reached in each direction of travel after the buttons have been actuated. All stops shall be subject to the respective car or landing button being actuated sufficiently in advance of the arrival of the car at that landing to enable the stop to be made. The direction of travel for an idle car shall be established by the first car or landing button actuated.

"UP" landing calls shall be answered while the car is traveling in the up direction and "DOWN" landing calls shall be answered while the car is traveling down. The car shall reverse after the uppermost or lowermost car or landing call has been answered, then proceed to answer car calls and landing calls registered in the opposite direction of travel.

If the car without registered calls arrives at a floor where both up and down hall calls are registered, it shall initially respond to the hall call in the direction that the car was traveling. If no car call or hall call is registered for further travel in that direction, the car shall close its doors and immediately reopen them in response to the hall call in the opposite directions. Direction lanterns, if furnished, shall indicate the change of direction when the doors reopen.

An independent service switch shall be provided in the car operating panel which, when actuated, shall cancel previously registered car calls, disconnect the elevator from the hall buttons and allow operation from the car buttons only.

**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 SPECIAL EMERGENCY SERVICE**

Special Emergency Service operation shall be provided in compliance with the latest 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. If required, the smoke detector system is to be furnished by others. The elevator contractor shall provide input connections 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 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 a NEW 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.

**NEW HOISTWAY ACCESS KEYED 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.



**NEW OTIS REM® 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 System<sup>SM</sup> 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.*

**NEW AUT-O-SAFE®**

We propose to furnish and install an Emergency Return Unit (ERU) providing auxiliary power to your hydraulic elevator. In the event of a primary power failure or a single-phase condition, the ERU is designed to automatically return the elevator to its lowest landing at normal speed and allow all passengers to exit safely. Four to six seconds after a power failure has been sensed, an electronic timer in the ERU is designed to turn on an inverter (converting DC battery power into elevator operating voltages). Six seconds later, the device is designed to send a signal to the microprocessor to disengage the hall and car floor buttons, close the door(s), and open the valve to return the car to the lowest landing at normal speed. When the car reaches the lowest landing, the ERU is designed to open the door(s) for a preset time. The device is also designed to allow the DOOR OPEN button to continue to operate normally to allow passengers to exit safely. After all passengers have exited, the car remains parked with the door(s) closed. To preserve battery life, the ERU is designed to turn off after four minutes. If all elevator controls are in normal position, the elevator will be able to resume normal operation when building power is restored. Once main power has returned, it takes from six to 24 hours for the batteries to become fully charged, depending on the amount of power consumed in performing an ERU operation.

**NEW APPLIED CAR OPERATING PANEL**

An applied car operating panel shall be furnished. The panel shall contain a bank of illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button or switch, 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 car operating panel lamps shall be the low-voltage long life LED lamps.

**NEW PROVISION FOR ADA PHONE**

The HANDSOFF phone will be mounted in the elevator cab. It will automatically dial a preprogrammed number and will inform the answering service of the elevator location via prerecorded digital voice communication. After disclosing the elevator location, the phone will allow two-way voice communication. The HANDSOFF phone contains two light-emitting diodes -- one that indicates the call is in progress and another that indicates the call has been acknowledged. After receiving acknowledgment of the call from the answering service, a deaf/mute person can signal the answering service by reactivating the call button. The phone can be easily programmed and allows incoming calls to be received. The telephone will be furnished and installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators, and is registered with the FCC.

**NEW CAR POSITION INDICATOR**

A new 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. All lamps shall be low-voltage, longer life LED lamps.

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

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

**NEW "IN-CAR" DIRECTION LANTERN**

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



**NEW EMERGENCY CAR LIGHTING**

An emergency power unit employing a 6-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.

**NEW HALL BUTTONS**

New hall buttons shall be installed at each landing, an up and a down button at each intermediate landing and a single button at each terminal landing. When a call is registered by momentary pressure on a landing button, that button shall become illuminated and remain illuminated until the call is answered. Hall button lamps shall be low-voltage, long life LED lamps.

**NEW HOISTWAY OPERATING DEVICES**

Normal terminal stopping devices shall be provided to slow down and stop the car automatically 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**

Rubber-tired roller guides shall be installed on top and bottom of the car frame to engage the guide rails. The roller guides will be adjusted for proper tension.

**RETAIN CAR FRAME**

The existing car frame shall be retained.

**RETAIN PLATFORM**

The current platform will be retained.

**RETAIN FLOORING**

The present flooring will be retained.

**NEW DOOR OPERATOR AT-400**

A new AT-400 closed loop door operator shall be installed. Doors on the car and at the hoistway entrances shall be power operated by means of an AT-400 door operator mounted on top of the car. The motor shall have positive control over door movement for smooth operation. Each leading car door edge shall be provided with a protective device. Door operation shall be automatic at each landing with door opening being initiated as the car arrives at the landing and closing taking place after expiration of an adjustable time interval. An electric car door contact shall prevent the elevator from operating unless the car door is in the closed position. Door close shall be arranged to start after a minimum time, consistent with Handicap Requirements. Doors shall be arranged to remain open for an adjustable time period sufficient to meet ADA requirements. The time interval for which the elevator doors remain open when a car stops at a landing shall be independently adjustable for response to car calls and response to hall calls.

**RETAIN INTERLOCKS**

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.

**NEW OPTIGUARD DOOR-PROTECTION DEVICE**

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

**NEW SEPARATE CAR AND HALL STOP DOOR OPEN TIME**

After a stop is made, the doors shall remain open for a time interval to permit passenger transfer, after which the doors shall close automatically. This interval shall be different for a car call stop than for a hall call stop or a coincident car/hall call stop.

**NEW NUDGING OPERATION**

If during a hall or car call the doors are prevented from closing for a fixed time period, the door protective device shall be rendered inoperative, a buzzer shall sound on the car and the doors shall close at a slower speed. Normal operation shall resume at the next landing reached by the car.

**RETAIN CAR INTERIOR**

The present car interior shall be retained.

**RETAIN CAR DOOR TRACKS AND HANGERS**

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

**RETAIN HOISTWAY DOOR RESTRICTORS**

The present hoistway door restrictors shall be retained and reused.

**RETAIN HOISTWAY ENTRANCES**

The present hoistway entrances will be retained.

**RETAIN HOISTWAY DOOR TRACKS AND HANGERS**

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

**NEW PIT SWITCH**

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

**RETAIN SPRING BUFFERS**

The existing spring buffers shall be retained.

**NEW WIRING**

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

**ENGINEERING DESIGN**

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

**SUPERSEDED MATERIAL**

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

**PERMITS AND INSPECTIONS**

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

**CODE**

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



## **WORK BY OWNER – NOT INCLUDED IN THIS AGREEMENT**

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

1. **AIR CONDITIONING** - Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 45°F and 90°F. The relative humidity should not exceed 85 percent non-condensing.
2. **BUILDING POWER** - Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all of the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.
3. **SMOKE & HEAT SYSTEM** - Provide a smoke and heat detector system, located as required with wiring from the sensing devices to each elevator controller.
4. **SPRINKLERS** - Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room.
5. **CUTTING & PATCHING** - Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.
6. **MAIN DISCONNECT** - Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.
7. **GROUND WIRE** – Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.
8. **CAR LIGHT POWER SUPPLY & DISCONNECT** - Provide a 120 volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch for each elevator, with feeder wiring to each controller for car lights.
9. **REMOTE MONITORING POWER SUPPLY & DISCONNECT** - Provide a separate 120 volt, 15 ampere single phase-phase power supply with a SPST with a fused disconnect switch or circuit breaker for remote monitoring capable of being locked in the open position.
10. **REMOTE MONITORING MAINTENANCE TELEPHONE LINE REQUIREMENTS** - Provide one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at a dispatching center. The telephone line may be either a separate line dedicated to the remote monitoring maintenance equipment or may be an existing line that is shared between another telephone and the remote monitoring maintenance equipment.
11. **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.
12. **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.
13. **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.
14. **LIGHTING** - Any modification or installation of lights and/or GFI electrical outlets in the machine room, secondary level and/or pit to be performed by others. Provide sufficient lighting in the buildings common areas to facilitate a safe working environment.



15. 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.
16. 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.
17. FIRE EXTINGUISHER - Provide fire extinguisher in elevator machine room.
18. 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.
19. 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.
20. HOISTWAY LEDGES - Provide a 75-degree angle constructed of a non-combustible material on all ledges that are 2” are greater in the hoistway, excluding multi-hatch divider beams.
21. SUMP HOLE GRATING - Provide a flush grating over the sump hole located in the elevator pit.
22. 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.
23. ASBESTOS – Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to abate, contain or prepare the workplace as safe for our employees to work within or about. Otis will not be responsible for working with asbestos which may be disturbed or uncontained. Otis will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.
24. 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.
25. 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.
26. 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.
27. 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.
28. ADDITIONAL STOPS/OPENINGS - Extend the existing hoistways and add additional landing (s) and new machine room. Hoistway and machine room shall be constructed in accordance with applicable building codes and ANSI A17.1
  - a. Ledges over 2” wide shall have a 75<sup>o</sup> bevel on top. (Except separator beams) Hoistway shall be fire rated and may require patching of holes. No other pipes or electrical conduit not associated with the elevator equipment are allowed in the hoistway. Power feeders may not run up the hoistway, except by special permission of the governing authority, and shall not contain splices or junction boxes in the hoistway.



- b. Provide crane to bring new material and removal of the machine room equipment to new machine room.
- c. Provide temporary roof as required to provide continuously dry hoistways and machine rooms.
- d. Perform all demolition of old machine room slab and structure. Protect existing elevator cars and equipment from demolition damage, dust and debris.
- e. Supply new machine beams and beam supports per reactions supplied by Otis.
- f. Provide new machine room slab to suit reactions. Remove any construction forms, scaffold or decking from hoistway not placed by Otis. Cut and patch hoistways as required to provide a legal hoistway.
- g. Provide, maintain and remove any temporary barricades per OSHA or local authority requirements and furnish barricades to protect the public from access to construction areas.
- h. Supply and install adequate support for guide rail fastening, including separator beams were required.
- i. Provide adequate fastening for hoistway entrances and sills.
- j. Provide finished floor elevation reference height at time of installation of new entrance sills
- k. Provide legal access to new machine room (and temporary access per OSHA requirements during construction).
- l. Grout or finish blocking of new entrances to provide a fire rated enclosure.
- m. Provide hoist beams over each elevator hoistway in machine room rated to hoist elevator machines.
- n. Finish painting of new hoistway entrances shall be by others, if prime entrances are selected.

**GENERAL REQUIRMENTS OF 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 pull off the job waiting on work by others not in our contract, we shall be entitled to a re-mobilization charge of **Two Thousand Five Hundred (\$2,500) Dollars**. We shall also extend the stated durations to the extent that we are delayed.

**ARBITRATION**

**SUBCONTRACTOR AGREES TO SUBMIT TO NON-BINDING ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION BUT DOES NOT WAIVE ITS RIGHTS TO PURSUE OTHER REMEDIES AVAILABLE AT LAW AND EQUITY.**

**PAYMENT AND SCHEDULE OF VALUES**

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

- a. Our quoted price is based on the “Initial Payment” equaling fifty percent (50%) 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.
- b. Otis will mobilize after the “Material Delivery Payment” is received. See “Schedule of Values” below.
- c. Substantial Completion / “Progress Payments.” This payment is due upon substantial completion of each modernized elevator. Substantial completion is defined as a functional elevator that is accepted by you for general use. Any agreed upon punch-list items will be corrected within a mutually agreeable timeframe. This payment, however, is still due upon substantial completion of each elevator modernization. The “Progress Payment” amount shown on the SOV is divided by the total number of elevators being modernized as a part of this contract. This amount is due within five (5) days of the elevator being turned over for general use.



- d. Final payment shall be due five (5) days after acceptance of the elevator installation. Otherwise, warranties shall be suspended until payment in full is received.
- e. All change orders must be executed and paid prior to scheduling a final inspection and turn over to customer.
- f. Otis does not accept credit cards as a form of payment.
- g. 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.
- h. Schedule of Values

Schedule of Values		
<b>Base Contract Amount:</b>		<b>\$59,828</b>
Due Date	Description	Value
Month of Project Award	50% "Initial Material Payment"	\$29,914
Month of Completion	100% of Remaining Sub-Contract Balance "Upon Final Acceptance"	\$29,914

**NON-OTIS CONTRACT LANGUAGE**

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

**SCHEDULE**

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

This proposal is bid with the understanding that materials will be ordered with sufficient lead time (as outlined in our approvals package) to allow delivery prior to December 1, 2017. 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 December 1, 2017, 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 **12 weeks** manufacturing time from receipt of approvals and down payment.

Thereafter, we expect the modernization to take **approximately 4 weeks per car**. All work will be performed during our regular working hours of our regular working days.

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

Principal, Owner or Authorized Representative of Principal or Owner  
 Agent  
 \_\_\_\_\_  
 (Name of Principal or Owner)

Name of Company: Tyler County

Title: COUNTY JUDGE

Print Name: \_\_\_\_\_  
 Title: General Manager

Print Name: Mandy Wither

Signed: X MAURICE L. BLANCHETTE  
 Signed: Mandy Wither

Date: 7/17/17  
 Date: 7/17/17

Approved by Authorized Representative  
 Approved by Authorized Representative

CUSTOMER  
 OTIS ELEVATOR COMPANY  
 Accepted in Duplicate  
 Submitted by: Bryan Hebert & Donnie Wood

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.

PRICE: \$ 59,828.00  
 FIFTY-NINE thousand Eight Hundred Twenty Eight and no/100 Dollars  
 This price is based on a fifty percent (50%) downpayment in the amount of \$ 29,914.

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.

Please indicate your intention to choose this option by initialing here \_\_\_\_\_

Please note: Car will be out of service for the stated duration

Standard Duration	Reduced Duration	Reduced Duration Cost per Car
4 weeks per car	2 weeks per car	\$10,000.00

ALTERNATE #1 - ACCELERATED SCHEDULE

ALTERNATES

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.





## 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 fifty percent (50%) 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.

