

Otis HydroAccel™ Hydraulic Control System

06/05/2024

CUSTOMER NAME

City of Fullerton

LOCAL OFFICE

Otis Elevator Company
1332 North Miller Street
Anaheim, CA 92806

PROJECT LOCATION

Fullerton Library

PROPOSAL NUMBER

QTE-001927500

We propose to furnish labor and material to provide a microprocessor-based HydroAccel control system shall be provided to perform all the functions of safe elevator motion and elevator door control. The HydroAccel control system will quickly and easily improve your build's appeal by seamlessly integrating with the building's existing structure.

OPERATION

DUTY

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

MACHINE #	DUTY	
	Capacity (lbs.)	Speed (ft/min)
G10720	3000	100
G10721	3000	100

STOPS AND OPENINGS

The present number of stops and openings will be retained.

NEW FIREFIGHTERS' EMERGENCY OPERATION (FEO)

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

MACHINE ROOM EQUIPMENT CONTROLLER

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

POWER SUPPLY

The power supply of will be **retained** with the new equipment arranged for this power supply.

SOFT STARTER

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

MOTOR

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

MOTOR

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

POWER UNIT

SUBMERSIBLE

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.

INDEPENDENT SERVICE

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

INSPECTION OPERATION

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

HOISTWAY ACCESS SWITCH

An enabling keyswitch shall be provided in the car operating panel to render all car and hall buttons inoperative and to permit operation of the elevator by means of an access keyswitch adjacent to the hoistway entrance at the access landing.

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.

DOOR EQUIPMENT

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.

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 door(s) and hoistway door(s) automatically should the door(s) become obstructed by an object or person.

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.

HOISTWAY DOOR RESTRICTORS

The present hoistway door restrictors shall be retained and reused.

HOISTWAY EQUIPMENT

HOISTWAY OPERATING DEVICES

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

CAR GUIDES

The existing car guides shall be retained.

HOISTWAY ENTRANCES

The present hoistway entrances will be retained.

PIT SWITCH

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

SPRING BUFFERS

The existing spring buffers shall be retained.

ACCESS ALERT HOISTWAY SAFETY DEVICE

We will furnish and install all of 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.

This groundbreaking new product, Access Alert, is specifically designed to:

- Prevent work on top of the elevator without the top of car inspection station engaged properly.
- Prevents moving the elevator on inspection while personnel are in a potentially unsafe position.
- Prevent working in the elevator pit, while the pit stop switch is not engaged properly.
- Meet applicable building and elevator codes.

Similar to the seatbelt alarm in your car, Access Alert provides a constant, noticeable reminder to anyone accessing the hoistway that they need to engage the stop switch before starting work. We believe the simplicity, ease of installation, and cost-effectiveness of this product will be an important way for you to invest in improving safety inside your facility.

FIXTURES

CAR FIXTURES

NEW APPLIED CAR OPERATING PANEL

An applied car operating panel shall be furnished. The panel shall contain a bank of mechanical illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons and a light switch. All buttons, when applicable, to be long life LED illumination. This panel shall be equipped with a button that shall initiate two-way communication between the car and a location inside the building, switching over to another location if call is unanswered.

NEW EMERGENCY CAR LIGHTING

An emergency power unit employing a 6-volt sealed rechargeable battery and totally static circuit shall be provided.

NEW CAR POSITION INDICATOR

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

NEW AUDIBLE SIGNAL

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 LANTERNS

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

HALL FIXTURES

NEW HALL BUTTONS

New hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed. All buttons, when applicable, shall be long-life LED illumination.

NEW HALL LANTERNS

Direction lanterns shall be provided at all hoistway entrances, with "UP" and "DOWN" indicators at intermediate landings and single indicators at terminal landings. A chime shall sound once for the

“UP” direction and twice for the “DOWN” direction to announce the impending arrival of the associated elevator car.

CAB INTERIOR

The present car interior shall be retained.

New Cylinder with Sealed PVC Protection

The cylinder shall be of a double bottom design constructed of steel pipe of sufficient thickness and suitable for the operating pressure as prescribed by the latest revision of the ASME A17.1 or CAN3-B44 codes. The top cylinder shall be equipped with a new cylinder head with a drip ring to collect any oil seepage as well as an internal guide ring and self-adjusting packing. The cylinder exterior shall be covered with a protective coating. Sealed PVC Protection helps protect the cylinder from corrosion, permits monitoring and evacuation of liquids to make sure the cylinder does not come in contact with water, and helps contain oil should the cylinder leak. The sealed PVC Protection can help protect your property against possible environmental contamination and clean-up costs.

New Plunger

The plunger shall be constructed of selected steel tubing or pipe of proper diameter machined true and smooth with a fine polished finish. The plunger shall be provided with a stop ring electrically welded to it to prevent the plunger from leaving the cylinder.

Installation

The plunger and new cylinder shall be installed plumb and shall operate freely with minimum friction.

Pit Equipment, Pit Channel, and Buffer Springs

New Pit channels and Buffer springs will be provided. The Pit channels will accommodate with the new buffer springs and cylinder evacuation fittings. The Pit channels and springs shall comply with the latest revision of ASME A17.1 and CSA/CAN-B44 codes.

Cylinder Head Support Removal

Otis will remove the existing cylinder-head support for cylinder replacement. After installation of the new cylinder and sealed PVC Protection System is complete, Otis will provide a new cylinder-head support.

Removal of Equipment and Hole Preparation

This proposal includes removing the existing cylinder from the original well hole. Drilling of a well hole to install the double-bottom cylinder encased in sealed PVC is included. Installation of the PVC requires that the existing hole must be drilled in order to accommodate the addition of the PVC liner. The work will involve the removal of underground equipment, excavation and drilling through normal soils to accommodate the new equipment and the installation of the new equipment. The price quoted is based on using standard hoisting and drilling equipment. *If any physical obstruction, hindrance, ground water, or cave-in, other than normal soil conditions, is encountered below the ground, we shall be provided with written authorization to proceed with the excavation utilizing any additional special hoisting or excavating equipment required.* Otis Elevator Company shall be reimbursed for all additional costs incurred subsequent

to encountering the physical obstruction or hindrance, including the costs of special equipment and removal of excavation spoils.

All excavation spoils removed by Otis and its agents or (sub) contractors during the performance of this work will be placed in 55 gallon drums at this site. It shall remain the owner's responsibility to properly label and dispose of the excavation spoils and existing cylinders according to regulatory requirements.

Warranty

Otis cylinder and sealed PVC Protection warranty is available for the initial term of your Otis full-coverage maintenance agreement, up to 20 years.

Waste Removal

Building to pay for disposal of spoils and provide waste company with an EPA number. Otis will coordinate the removal of spoils with the waste company.

WORK BY OWNERS – NOT IN CONTRACT

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

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 95°F. The relative humidity should not exceed 85 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.

SMOKE AND HEAT SYSTEM

Provide a smoke and heat detector system, located as required with wiring from the sensing devices to each elevator controller.

SPRINKLERS

Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room.

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.

CAR LIGHT POWER SUPPLY AND 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.

REMOTE MONITORING POWER SUPPLY AND DISCONNECT

Provide a separate 120 volt, 15 amp, single-phase power supply with fused SPST disconnect switch or circuit breaker for remote monitoring capable of being locked in the open position.

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.

INFORMATION DISPLAY POWER SUPPLY AND DISCONNECT

Provide a separate 120 volt, AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room or other locations as required, for information display terminal and controller of information display when provided. Also provide one (1) pair of shielded/twisted conductors between controller and machine room.

VIDEO DISPLAY POWER SUPPLY AND DISCONNECT

Provide a separate 120 volt, AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room and lobby or other applicable application, for power to each elevator video display panel and controller when a display system is provided.

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.

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.

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.

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° angle constructed of a non-combustible material on all ledges that are 2" greater in the hoistway, excluding multi-hatch divider beams.

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 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.

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 (e.g., sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.

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.

- Ledges over 2" wide shall have a 75° bevel on top. (Except separator beams) Hoistway shall be fire rated and may require patching of holes. No other pipes or electrical conduit not associated with the elevator equipment are allowed in the hoistway. Power feeders may not run up the hoistway, except by special permission of the governing authority, and shall not contain splices or junction boxes in the hoistway.
- Provide crane to bring new material and removal of the machine room equipment to new machine room.
- Provide temporary roof as required to provide continuously dry hoistways and machine rooms.
- Perform all demolition of old machine room slab and structure. Protect existing elevator cars and equipment from demolition damage, dust and debris.
- Supply new machine beams and beam supports per reactions supplied by Otis.
- 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.
- 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.
- Supply and install adequate support for guide rail fastening, including separator beams where required.
- Provide adequate fastening for hoistway entrances and sills.

- Provide finished floor elevation reference height at time of installation of new entrance sills.
- Provide legal access to new machine room (and temporary access per OSHA requirements during construction).
- Grout or finish blocking of new entrances to provide a fire rated enclosure.
- Provide hoist beams over each elevator hoistway in machine room rated to hoist elevator machines.
- Finish painting of new hoistway entrances shall be by others, if prime entrances are selected.

EMERGENCY RETURN UNIT (ERU)

If an ERU battery-operated lowering device is being provided with your hydraulic elevator modernization than 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.

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.

MATERIAL RESPONSIBILITY

Material delivered to the jobsite is the property of the Owner and/or Customer. Otis maintains no responsibility for this material. 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," 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/general contractor or unique site conditions or hazards (such as chemical manufacturing sites) require Otis to handle such Elevator Spaces as Permit-Required Confined Spaces, the customer/general contractor will be responsible for supplying, at its expense, all resources, including monitoring, permitting, attendants and rescue planning associated with handling such Elevator Spaces as Permit-Required Confined Spaces. The customer/general contractor is required to inform Otis of all known or potential hazards related to Elevator Spaces that Otis may be required to access prior to Otis performing any work in such spaces. Further, the customer/general contractor is required to communicate any changes in the conditions associated with such Elevator Spaces or activities in or around such spaces that could introduce a hazard into such spaces.

GENERAL REQUIREMENTS

FORCE MAJEURE

Otis shall not be in breach of this contract or be liable to the other party if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including but not limited to: strikes, lock-outs, industrial disputes, fire, flood, acts of God, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, epidemic, pandemic, quarantine, legislation, regulation, or other act of any government or entity.

LIMITATION ON DAMAGES

Notwithstanding anything else in this agreement, in no event shall either party be liable for any indirect, incidental, collateral, special, punitive, liquidated or consequential damages or losses such as loss of revenues, loss of profits, or harm to business reputation, whether foreseeable and whether arising in contract, tort, strict liability or otherwise.

Neither party's liability to the other for any reason arising from this Agreement shall exceed the value of the Agreement.

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 for the duration of the project In lieu of adding parties to its Commercial General liability policy, parties will be made named insureds on an Owners' and Contractor's Liability (OCPL) policy with limits of \$2,000,000 per occurrence / \$2,000,000 annual aggregate.

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, Policy Aggregate – Disease, and Excess Liability in the amount of \$10,000,000 per occurrence. Although Otis might actually maintain higher insurance limits, and might also have excess coverage, the Customer has no expectation of limits other than as set forth in this section.

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.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. Otis and the Customer will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Agreement. "Personal Information" shall mean information and data exchanged under this agreement 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 Binding Corporate Rules of its Parent Company, United Technologies Corporation (UTC). Otis may store Personal Information provided by you on servers located and accessible globally by UTC entities 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.

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.

- Our quoted price is based on the "Initial Payment" equaling **twenty five (25%)** of contract award for engineering, submittals and material procurement. 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.
- **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 thirty (30) days of the elevator being turned over for general use.
 - Final payment shall be due thirty (30) days after acceptance of the elevator installation. Otherwise, warranties shall be suspended until payment in full is received.
 - All change orders must be executed and paid prior to scheduling a final inspection and turn over 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.

• **SCHEDULE OF VALUES**

SCHEDULE OF VALUES		
Base Contract Amount: \$325,247.72		
DUE DATE	DESCRIPTION	VALUE
Upon Award	Engineering/Drawings/Mobilization/Manufacturing 25% "Initial Payment"	\$81,311.93
Upon Material Delivery	Materials for project 25% "Material Delivery Payment"	\$81,311.93
Upon Substantial Completion of First Elevator	Installation labor 25% "Labor Progress Payments"	\$81,311.93
Upon Substantial Completion of Second Elevator	Retention on project 25% "Retention Payment"	\$81,311.93

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.

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, 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.

Accepted in Duplicated

Submitted by: _____
Jason Kornmueller

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

Name of Company: _____

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

- ☐ Principal, Owner or
Authorized Representative of Principal or Owner
- ☐ Agent

(Name of Principal or Owner)

TERMS AND CONDITIONS

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

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

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

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

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

You shall obtain title to 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 as follows: A down payment of fifty percent (50%) shall be billed upon award. Once payment is received, the material order will be 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. We shall be paid in full for all change orders and the base contract amount up to 90% 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 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. 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, 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. 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. 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.