



**DATE:** May 12, 2021

**TO:**  
**Rutledge Hall Elementary**  
6850 N Prairie Rd  
Lincolnwood, Illinois 60712

**FROM:**  
**Otis Elevator Company**  
651 W. Washington Blvd.  
Chicago, IL 60661

**PROJECT LOCATION:**  
6850 N Prairie Rd  
Lincolnwood, Illinois

**MACHINE NUMBER:** One (1) Passenger

**PROPOSAL NUMBER:** JSV908

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

**OTIS HydroAccel 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

## Scope of Work

|                                    |  |
|------------------------------------|--|
| <b>Elevator Designation</b>        | 1  |
| <b>Model</b>                       | Hydraulic Elevator   |
| <b>Capacity and Speed</b>          | 2000lbs. @ 100 FPM   |
| <b>Rise</b>                        | Approx. 12'  |
| <b>Floors Served</b>               | L,2  |
| <b>Stops and Openings</b>          | 2 stops / 2 front opening  |
| <b>Clear Car Inside Dimensions</b> | Retain existing  |
| <b>Clear Hoistway</b>              | Retain existing  |
| <b>Group Hoistway</b>              | Retain existing  |
| <b>New Equipment</b>               | <ul style="list-style-type: none"> <li>• OTIS HydroAccel controllers</li> <li>• Submersible power unit</li> <li>• Traveling cables</li> <li>• Hoistway wiring</li> <li>• One (1) applied car operating panel</li> <li>• One (1) hall button riser</li> <li>• Car riding lantern</li> <li>• Car guides</li> <li>• Closed loop door operators</li> <li>• Door locks</li> <li>• Door restrictors</li> <li>• Unlocking devices</li> <li>• Electronic door protection</li> <li>• Hoistway switches</li> <li>• ADA Auto Dial Phones</li> <li>• Fireman Service (phase I &amp; II)</li> </ul> |
| <b>Retained Equipment</b>          | <ul style="list-style-type: none"> <li>• Piston and cylinder</li> <li>• Cab shell</li> <li>• Cab interiors</li> <li>• Car sill</li> <li>• Car sling &amp; platform</li> <li>• Car door panels</li> <li>• Car door tracks &amp; hangers</li> <li>• Hoistway door panels</li> <li>• Hoistway door tracks &amp; hangers</li> <li>• Hoistway door sills</li> <li>• Hoistway door frames</li> <li>• Hoistway fascia</li> <li>• Rails</li> <li>• Buffers</li> </ul>  |
| <b>Operation</b>                   | Elevonic® microprocessor controls  |
| <b>Power Supply</b>                | 480 Volts, 3 Phase AC, 60 Hertz (please confirm)   |
| <b>Cab Enclosure</b>               | Retained   |
| <b>Cab Flooring</b>                | Retained   |
| <b>Miscellaneous</b>               | Clean and paint machine room floor; clean hoistway & car tops  |
| <b>Additional Features</b>         | Independent service, utility outlet, automatic leveling, anti-nuisance operation, inspection operation,  |
| <b>Code</b>                        | Complies with ANSI A17.1, City of Chicago Code and A.D.A., Seismic Zone 0  |

## **WORK BY OWNERS – NOT IN CONTRACT**

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

1. **AIR CONDITIONING** - Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 45oF and 95oF. 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 the Lobby Panel. Size and number as specified by Otis. Leave a measured pull tape in the conduit. Otis to furnish and pull required conductors.
12. **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.
13. **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.
14. **FIRE EXTINGUISHER** - Provide fire extinguisher in elevator machine room.
15. **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.
16. **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.
17. **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.
18. **SUMP HOLE GRATING** - Provide a flush grating over the sump hole located in the elevator pit.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.

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: \$ 88,000.00 (subject to site review)**  
**Eighty-Eight Thousand Dollars**

This price is based on a **fifty percent (50%)** down payment in the amount of **\$ 44,000**

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

Submitted by: 

**John Vrablik**

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

Date:

Signed: X

Print Name:

Title:

Name of Company:

☐ Principal, Owner or  
 Authorized Representative of Principal or Owner

☐ Agent  
 (Name of Principal or Owner)

**OTIS ELEVATOR COMPANY**

Approved by Authorized Representative

Date:

Signed:

Print Name:

Title:

## TERMS AND CONDITIONS

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

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

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

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our option, 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 power 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.

