

Bay State Elevator
Hydraulic Elevator Modernization Solutions
Modernization Capital Planning Tool



Proposal # NL595
State ID Number VTEL 0146
Date: 12/17/15

Merchants Bank Building
205 Main St
Brattleboro, VT

HYDRAULIC ELEVATOR MODERNIZATION PROPOSAL

PREPARED FOR:
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Modernization Division

For helpful elevator mod tips follow me at twitter.com/elevatormodman

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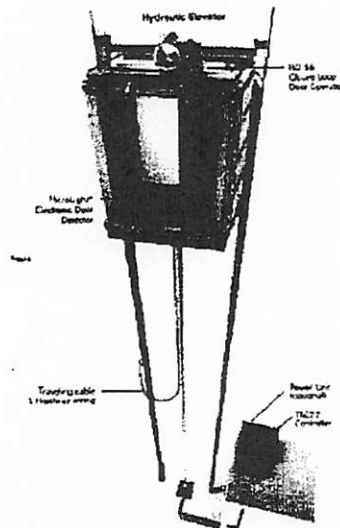
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PART 1 - GENERAL

- 1.01 All work will be performed in a workmanlike manner and will include all work and material as specified herein. In all cases, where a device or part of the equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.
- 1.02 All work will be performed in accordance with the latest revised edition of the American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ANSI A17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act (ADA), the National Electrical Code, and/or such State and Local elevator codes as may be applicable.
- 1.03 **PERMITS, TAXES AND LICENSES:** All applicable sales and use taxes permit fees and licenses, as of the date bids are taken, will be paid for by Bay State Elevator Company.
- 1.04 **STORAGE:** A dry and protected area, within the building, conveniently located to the elevator hoistways, will be assigned to Bay State Elevator Company without cost, for storage of his material and tools.
- 1.05 **WARRANTY:** Bay State Elevator Company will warrant the equipment installed under this specification against defects in materials and workmanship and will correct any defects not due to ordinary wear or tear or improper use or care which may develop for a period of twelve (12) months following the completion and acceptance of each elevator covered by this specification. (Construction Maintenance NOT Included) Warranty in conjunction with BSECO service agreement.
- 1.06 **WIRING DIAGRAMS:** Two (2) complete sets of "made final" wiring diagrams including input and output signals will be furnished to the Owner.

PART 2 - DESCRIPTION OF EQUIPMENT:

QUANTITY: One Passenger Hydraulic Elevator(s)
CONTROL: New microprocessor based controller
CAPACITY: 2500 Pounds
SPEED: 100 Feet per Minute
OPERATION: Simplex Selective Collective
CAR SLING & PLATFORM: Reuse existing
CLEAR INSIDE: Reuse existing
TRAVEL: 32 Feet (approximately)
POWER SUPPLY: 208 VAC (3 Phase) (Reuse existing)
STOPS: 4 Stops
OPENINGS: 4 Front Openings
HOISTWAY ENTRANCES: Reuse existing hoistway entrances and doors.
DOOR OPERATION: New Closed Loop Door Operation
HOISTWAY DOOR OPERATION: Refurbish as required
CAR ENCLOSURE: Retain existing
SIGNALS: New Car and Hall Signals as required by Code



PART 3 - MODERNIZATION EQUIPMENT FEATURES:

- 3.01 **Car Sling & Platform**
Reuse existing.
- 3.02 **Power Unit**
A new Submersible Power Unit will be provided.
- 3.03 **Jack Unit**
Reuse existing.
- 3.04 **Piping**
All necessary pipe and fittings to connect the power unit to the jack unit shall be furnished.
- 3.05 **Oil**
Furnish oil of the proper grade.
- 3.06 **Controller / Leveling System**

TAC32 AUTOMATIC PUSHBUTTON OPERATION: The elevator control system will be microprocessor based and software oriented. The system will operate in real time, continuously analyzing the cars changing position, condition, and workload. Control of the elevator shall be automatic in operation by means of pushbuttons in the car numbered to correspond to floors served. For registering hall stops "up-down" pushbuttons will be provided at each intermediate landing and "call" pushbuttons at terminal landings. The momentary pressing of one or more buttons shall dispatch the car to the designated landings in the order in which the landings are reached by the car, irrespective of the sequence in which the pushbuttons are pressed. MCE as approved equal

When the car is traveling in the up direction, it shall have an up preference and shall stop at all floors for which car buttons or "up" hall pushbuttons have been pressed; it shall not stop at floors where "down" pushbuttons have been pressed, unless the stop for that floor has been registered by a car button, or unless the down call is at the highest floor for which any buttons have been pressed; when the car is traveling in the down direction it shall not stop at floors where "up" pushbuttons have been pressed, unless the stop for that floor has been registered by a car pushbutton, or unless the up call is at the lowest floor for which any buttons have been pressed.

The following features are included:

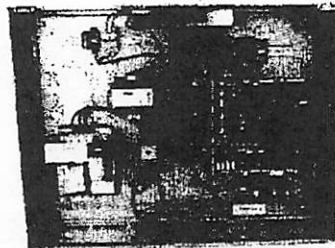
Solid State Starter: Minimizes power surges with smooth and steady current to the motor.

ADA Compliant: Meets all ADA codes.

Battery Lowering: Provides supplemental power to the elevator controls in case of power failure.

Tenant Security: Includes interface for card reader security.

Leveling System: Provide new tape selector with two way leveling.



- 3.07 **Car Guides**
Reuse the existing guide shoes.
- 3.08 **Car Door Operation: HD-04 Door Operator.**
Provide new closed loop door operation features, designed to operate the car and hoistway doors simultaneously. Door movements will be electrically cushioned at both limits of travel. Doors will automatically open when the car arrives at a landing and will automatically close after an adjustable time interval or when the car is dispatched to another landing.
- 3.09 **Car Door Restrictors**
Mechanical Door Restrictors will be provided in accordance with ANSI A17.1 Code.
- 3.10 **Door Protection**
Janus Model 640 Edge detector
- 3.11 **Hoistway Entrances and Door Equipment**
The existing hoistway door frames and door panels will be retained. The existing hoistway pickup rollers and interlocks will be reused.
- 3.12 **Hoistway Entrances**
Reuse existing.
- 3.13 **Hoistway Jamb Braille**
New ADA Compliant Braille plates will be installed on the existing hoistway entrance frames.
- 3.14 **Car Operating Panels**
A new Car Operating Panel will be provided accommodating all features provided by the microprocessor based controls. The new car operating panel will be provided with new push buttons, ADA compliant telephone, fire service features, emergency lighting and Braille.
- Monitoring of the ADA Phone may be purchased through Bay State Elevator, but is not included in this price.
- 3.15 **Car Position Indicator**
A new digital car position indicator will be incorporated in the new car operating panel.
- 3.16 **Arrival Lanterns**
New Car Traveling Lanterns will be provided in the elevator.
- 3.17 **Floor Passing Signal**
An ADA compliant audible signal will be provided to indicate to a passenger on the elevator that the elevator is stopping or passing a floor.
- 3.18 **Alarm Bell**
An emergency alarm bell will be connected to a plainly marked pushbutton in the elevator operating panel and to the battery operated emergency light device.
- 3.19 **Hall Pushbuttons**
New Fusion surface mounted hall pushbutton fixtures will be installed at each landing. The new fixtures will include the Fire Exiting signs. The main egress floor will contain the Fire Service keyswitch and required verbiage.





- 3.20 **Hall Position Indicators and Hall Lanterns** Main lobby only
New digital hall position indicator(s) will be provided.
- 3.21 **Traveling Cable and Wiring**
All hoistway, machine room and car wiring, including traveling cable, will be replaced as necessary to fulfill the requirements of the new microprocessor controls.
- 3.22 **Pit Ladders**
A new pit ladder will be installed.

PART 4 - MISCELLANEOUS WORK AND SCHEDULE:

- 4.01 All work will be performed during regular working hours as is customary in the elevator industry.
- 4.02 The elevator will be out of service in the performance of the work as specified. The estimated time for each elevator to be completely out of service will be approximately four weeks.
- 4.03 Prior to commencing work, a work schedule will be submitted to the Owner.

PART 5 - TESTS:

- 5.01 **EMERGENCY FIRE SERVICE:** Perform Phase I and Phase II Fire Service tests to conform to applicable codes.
- 5.02 **REQUIRED TESTS:** All required tests are to be performed during the regular working hours of the elevator trade. Should the Owner require this test to be performed outside the regular working hours, there would be a change order to the original quoted contract amount.

PART 6 - CLEAN UP AND INSPECTION:

- 6.01 **CLEAN UP:** Bay State Elevator Company will remove all debris resulting from work on this contract. In addition we will remove from project site all equipment and unused or removed materials and restore building and premises to neat, clean appearance.
- 6.02 **INSPECTION:** All materials and workmanship will be subject to inspection or testing. The Owner will have the right to reject defective or inferior material or workmanship and require correction of such without addition cost to the Owner.

PART 7 - WORK NOT INCLUDED:

This proposal does not include the following work, and is conditioned on the proper performance of such work by the General Contractor or other Subcontractors.

A legal hoistway properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, as required. Dry elevator pit(s). Provide legal machine room with adequate code complaint clearances for elevator equipment, including floors, trap doors, gratings, foundations, lighting, and ventilation. Maintain machine room at an ambient temperature of 50 degrees Fahrenheit minimum 90 degrees Fahrenheit maximum. Adequate supports and foundations to carry the loads of all equipment, including support for guide rails brackets. Adequate bracing of entrance frames to prevent distortion during wall construction.

It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, you will monitor our work place and prior to and during our manning of the job, you will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Removal and disposal of asbestos containing material is the responsibility of the owner.

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Suitable power supply capable of operating the new elevator equipment under all conditions. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self-resetting. Wiring and conduit from life safety panel or any other monitor station to elevator machine room or suitable connection point in hoistway.

Sump?

Heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways (where applicable), with normally open dry contacts terminating at a properly marked terminal in the elevator controller. Telephone connection to elevator controller (must be a dedicated line and monitored 24 hours. One additional telephone line per group of elevators for diagnostic capability wired to designated controller.

Emergency power supply with a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions. Automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller. Electrical cross connections between elevator machine rooms for emergency power purposes are to be provided by others. Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes, is not the responsibility of the elevator contractor. Installation of flooring is by others.

Owner/General Contractor to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground. Cost for additional inspections of the elevator equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor or for assisting others inspecting equipment installed by others. The contractor agrees to provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the contractor after its initial delivery will be at contractor's expense.

Composite clean up crews will not be provided. Elevator contractor will be responsible for own housekeeping.

All Existing equipment removed by company shall become the exclusive property of company.

PART 8 - SPECIAL CONDITIONS

- 1 Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.
- 2 It is agreed that our workmen shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our opinion, this provision is being violated. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCB or other hazardous substances, caused by individuals other than our employees, or those of our subcontractors, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure.
- 3 Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

- 4 We anticipate making shipment of the equipment approximately twelve weeks after all final drawings and details are approved. A dry and protected area, conveniently located will be assigned to us without cost, for storage of our material and tools. You agree that if you are not ready to accept delivery of the equipment when we notify you it is ready, you will immediately make the payments due for the equipment and designate some local point where you will accept delivery. Unless you designate such point of delivery within two weeks, we are authorized to warehouse the equipment within or without our factory at your risk. You shall reimburse us for all costs due to extra handling and warehousing.
- 5 We shall not be responsible in any way for the acts of others or for pro-rata expenses of any nature incurred by others in or about the building.
- 6 Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability insurance coverage will be furnished you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.
- 7 We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God, or any causes beyond our control, and in no event shall we be liable for consequential damages.
- 8 Should loss of or damage to our materials, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.
- 9 If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.
- 10 In the event of any default by you in any payment, or of any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable irrespective of the acceptance by us of notes from you or extension of time for payment.
- 11 In the event an attorney is engaged to enforce, construe or defend any of the terms and conditions of this agreement or to collect any payment due hereunder, either with or without suit, the Purchaser agrees to pay all attorney's fees and costs incurred by Bay State Elevator Company. The Purchaser does hereby waive trial by jury and does further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in the county where the subject matter of this agreement is located.

PART 9 - TERMS AND CONDITIONS

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the United States of America Standard Safety Code for Elevators, Escalators, and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable, as well as Company's Work-Not-Included form. Subsequent to the date of this proposal, should changes be made in any code, or should rulings by any code enforcing authorities extend the application of the code, the work and materials necessary to make the installation comply with such changes shall be performed as an addition to the contract price.

PERMITS, TAXES AND LICENSES: All applicable sales and use taxes permit fees and licenses imposed upon us as an Elevator Contractor as of the date of this proposal is included in the contract price. The Purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from the Purchaser or the Company on account thereof, by any law enacted after the date of this proposal. All CONNECTICUT Projects Taxes are excluded and billable separately per CT requirements under a separate line item on each invoice. (unless project is determined to be tax exempt. Certificate required)

ACCEPTANCE OF INSTALLATION: Upon notice from us that the installation of the elevator has been completed, the Purchaser will arrange to have present at the installation site, a person duly authorized to make the final inspection and to provide a written acceptance. The date and time that such person will be present at the site shall be as mutually agreed, but shall not be more than ten business days after the date of our notice to you, unless we both agree to a certain date thereafter. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

WARRANTY: We warrant the equipment installed by us under this contract against defects in material and workmanship for a period of one year from the date each elevator is completed and placed in operation. This warranty is in lieu of any other liability for defects. We make no warranty of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel.

This warranty is not intended to supplement normal maintenance service and shall not be construed to mean that we will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in the contract, nor will we correct, without a charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond our control. In the event of a claim, you must give us prompt written notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement.

We will not, under this warranty, reimburse you for cost of work done by others, nor shall we be responsible for the performance of equipment to which any revisions or alterations have been made by others.

TITLE AND OWNERSHIP: We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extensions thereof, shall have been made in the event of any default by you in any payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financial or continuation statements which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Bay State Elevator Company complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U. S.C. 4212 and 41 CFR Chapter 60. Bay State Elevator Company supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance satisfactory to us that the subsequent payments will be made as they come due. Any payments not paid as they are due, shall bear interest at the legal rate in force at the time of the project.

If after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by us, based on the contract price, of the uncompleted portion.

Bay State Elevator Company shall not be held responsible nor shall it be held liable under the terms of this contract and Purchaser expressly releases, discharges and acquits Bay State Elevator Company and Purchaser expressly agrees to remain liable for any and all claims for loss, damage, detention, death or injury, of any nature whatsoever, to any person, use, operation, installation or condition of the elevator(s) which are subject to this contract, or the associated areas, regardless of whether such actions arise from the use, operation, installation or condition of the elevator(s), machine room(s), hatchways(s), or any of their component parts. Claims expressly covered by this agreement include those made by the purchaser, its successors, heirs, assigns, agents, and employees as well as those made by any other person or entity whatsoever claiming against Bay State Elevator Company.

The types of claims expressly covered by this agreement include but are not limited to any loss, damage, injury, death, delay, or detention to persons, entities, or property caused by obsolescence, misuse of equipment, design of equipment, installation of equipment and the associated areas surrounding such equipment regardless of whether such claims arise out of the joint, or sole negligent acts or omissions of Bay State Elevator Company, ITS OFFICERS, AGENTS OR EMPLOYEES OR ANY OTHER CAUSE WHATSOEVER.

One percent of the purchase price represents specific consideration for which the Purchaser expressly agrees to the above and further agrees to indemnify, defend and save harmless Bay State Elevator Company from and against any and all liability, costs, expenses, judgment awards, interest, attorneys' fees or any other damages which may be sustained by or imposed by law on Bay State Elevator Company as a result of any and all such claims or actions against Bay State Elevator Company, including but not limited to the claims or actions discussed above regardless of whether such claims arise out of the joint, or sole negligent acts or omissions of Bay State Elevator Company, its officers, agents or employees or any other cause whatsoever. Purchaser hereby waives the right of subrogation. Indemnification limited to \$5,000,000.00.

Purchaser expressly agrees to name Bay State Elevator Company as an additional insured under their general liability and excess (umbrella) insurance policies for the claims set out above.

Purchaser's acceptance of this agreement and its approval by an executive officer of Bay State Elevator Company will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict.

PART 10 - PRICES AND TERMS OF PAYMENT

We propose to furnish and install the equipment covered in this proposal for the net sum

	\$66,876	
35%	of the total contract amount to accompany signed contract.	23441.60 <i>PQ 3-24-26 # 5494</i>
35%	of the total contract amount will be due at time of delivery to job site.	23441.60
30%	of the remaining contract amount shall be due at the time the owner signs a final acceptance of the equipment.	26092.80

Progress payments shall be due not later than the fifteenth day of each month for labor and materials furnished through the last day of the preceding month. This shall include materials stored at the job site, at our staging facility, or at any other location you designate at your expense. It shall also include any changes to the contract amount and extra work orders to the extent completed.

The remainder of the contract amount including changes and extra work orders is due at time of completion and approval by local authorities, but prior to turnover for your use. If there is more than one unit in this contract, final payment shall be made separately as each unit is completed.

We reserve the right to discontinue our work at any time until payments have been made as agreed and we have assurance satisfactory to us that the subsequent payments will be made as they become due. A monthly service charge of 1-1/2% will be due on all amounts not paid within 30 days. You also agree to pay, in addition to any defaulted amount plus service charges, all our attorney fees, collection costs, or court costs in connection therewith.

ACCEPTANCE OF PROPOSAL: This proposal is submitted for acceptance within 60 days from date executed by us.

This proposal, when accepted by the Purchaser and subsequently approved by an officer of Bay State Elevator Company, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded. No changes in or addition to this contract will be recognized unless made in writing and properly executed by both parties.

Accepted Purchaser: BRATTLEBORO REAL ESTATE INVESTMENTS I, L.P.
By: *Mike LaRiviere*
Signature of Authorized Official
Title: GENERAL PARTNER
Date: 3/28/2018

Respectfully submitted,
Bay State Elevator Company

By: _____

Mike LaRiviere
Sales Representative

Approved by: _____
Bay State Elevator Company

BY: _____

Title _____