

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING AGENDA**

**PRE-COUNCIL ROOM (A106) CITY HALL  
56 CHURCH STREET  
MOUNTAIN BROOK, AL 35213  
FEBRUARY 10, 2014  
6:45 P.M.**

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1. Request from The Emmet O'Neal Library for elevator repairs – Sue DuBrecht.  
(This may be added to the formal agenda. See attached information.)



## MEMO

TO: Mountain Brook City Council  
FROM: Sue DeBrecht, Library Director   
DATE: February 7, 2014  
SUBJ: Elevator Interior - Emmet O'Neal Library

### Elevator

The interior panels of the elevator have been torn and damaged for some time. Otis Elevator has looked at the elevator. Not only does the interior need to be replaced, but so does the lighting and the handrails. It is recommended that the work be done at one time. It would be more efficient, and reduce the number of times the elevator is out of service.

This was not included in the ERS. Bid \$22,675.

# OTIS

DATE: 12/06/2013

**TO:**  
**McMillan Interiors**  
**Beth McMillan**  
2839 Culver Rd. Ste. 206  
Birmingham, AL 35223

**FROM:**  
**Otis Elevator Company**  
2194 Parkway Lake Dr.  
Birmingham, AL 35244

Chris Patterson  
Phone: (205) 982-8000  
Fax: (860) 755-6692  
Email: christopher.patterson@otis.com

**EQUIPMENT LOCATION:**  
Emmett O'neal Library  
50 Oak Street  
Mountain Brook, AL 35223

**PROPOSAL NUMBER:** CPT131206103718

**MACHINE NUMBER(S) :** Passenger Car

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

## LED CAB LIGHTING

We propose to furnish and install an LED Cab Lighting package to replace your existing light bulbs in your elevator cab. This system will consist of high efficiency LED lights and a power supply for the LED lights. We will mount the new LED Cab Lighting in the new ceiling proposed below.

The installation of the new LED Cab Lighting:

- Help reduce your lighting power consumption by up to 94% while providing a soft white light to your elevator cab
- The LED lights will run cooler than your existing bulbs reducing your cooling requirements
- Specially designed long life LED lights can reduce your bulb maintenance
- Six (6) premium LED downlights with dimmer. Low energy, low voltage warm white (2800 Kelvin) bulbs.

## CAB INTERIORS

Otis will renovate the above referenced elevator with the Interiors Package. All material provided shall be manufactured and installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators. The renovation shall include the following:

- New cab interior panels – The existing elevators shall have the existing panels removed to accommodate the Interiors Package. This shall include a modular panel system that spans the full width of the wall sections. plastic laminate reveals shall be installed in the corners and against the return and strike jamb portions of the interior. Panels shall be finished in plastic laminate as selected from our standard laminate selections. The base shall be finished in plastic laminate.
- Handrail – new satin stainless steel handrails shall be mounted to the new interior panels in accordance with ADA requirements and local governing codes. Additional matching "kick rail" shall be installed closer to the floor to prevent book carts from striking the elevator back wall.
- Ceiling – We shall furnish and install a new ceiling assembly which shall consist of a suspended island-type ceiling finished with brushed aluminum finish

**PRICE: \$ 22,675.00**  
**Twenty-two thousand six hundred seventy-five dollars**

This price is based on a one hundred percent (100 %) downpayment in the amount of \$ 22,675.00.

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This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Chris Patterson  
Title: Account Manager

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: - \_\_\_\_\_

Title - \_\_\_\_\_

E-mail: - \_\_\_\_\_

Name of Company - \_\_\_\_\_

**Otis Elevator Company**

Approved by Authorized Representative

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: Dave Trimmer

Title General Manager

Principal, Owner or Authorized Representative of Principal or Owner

Agent: \_\_\_\_\_  
(Name of Principal or Owner)

**TERMS AND CONDITIONS**

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
  2. 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.
  3. Payments shall be made as follows: A down payment of one hundred percent (100 %) of the price shall be paid by you upon your signing of this document. Full payment shall be made 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.
  4. 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 a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
  5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, 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 then current labor rates.
  6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, 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.
  7. 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.
  8. 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.
  9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this 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 causes 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 and authority 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 to use 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 and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 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 ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. 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 (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
  11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
  12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being 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. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree 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.
  13. 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.