



SECURITY - EFFICIENCY - COMFORT - VALUE - CODE COMPLIANCE

## MODERNIZATION PROPOSAL # 2019020802

Residence @ Ocean Drive  
901 W Ocean Drive  
Key Colony Beach FL, 33051

One (1) Hydraulic Passenger Elevator  
Elev SS# 86685 West  
Capacity 2500 lbs  
Speed 150 fpm  
Landings 4  
1 Rear, 2 Front Openings

Prepared for: Jim Howe

Submitted by:

Rene Rodriguez  
President  
(904)735 2624  
Diamond Elevator Co.  
Date: February 8<sup>th</sup>, 2019

## **SCOPE OF WORK:**

Diamond Elevator (hereinafter called the "Company") proposes to modernize the existing elevators, as explained below, in accordance with the explanation provided herein. Where additional or replacement items are made a part of this Proposal, a complete description is provided. Where existing equipment and/or systems are to receive adjustment, repair, etc., clarification of this intent is provided. Diamond Elevator reserves the right, at its sole discretion, to replace any item described in this Proposal as one which is to be rehabilitated. Where existing equipment and/or systems are not mentioned, the intent of this Proposal is to reuse said item(s) "as is".

### **1. Hydraulic Controller**

The existing Relay Logic Control will be replaced with an SRS-Smartrise Hydraulic Controller. This control utilizes state-of-the-art, large-scale integrated circuits and high performance, modular circuit board design to optimize reliability while simplifying installation and maintenance. Precise speed regulation better than +/- 1% is provided using quadrature encoder feedback an closed loop drive design.

Control boards are equipped with plainly labeled LED indicators that display elevator status and mode of operation for all computer inputs and outputs (I/O). Indicators are provided for call registration, car position, direction, etc. Additionally, a liquid crystal display (LCD) shows supplemental information in "plain English" format. Per customer's request we will program the elevator to Park on the second floor after each use.

### **1. Power Unit**

The existing power unit will be replaced with a submersible Power Unit. This power unit consists of new tank, with a submersible motor and a submersible oil pump, a new muffler, and new valve. We will also replace the existing oil with new Hydraulic Oil. This will guarantee a spotless Machine Room and quieter operation since all components are mounted inside the tank.

### **2. Machine Room Wiring**

All new machine room wiring will be furnished and installed by applicable codes in a workmanlike fashion. All wiring will have flame retarding and moisture resistance outer covering. All new wiring will contain Underwriters Laboratories labels. All wiring will be in strict accordance with good wiring practices and in compliance with the National Electric Code and ANSI A17.1 requirements.

### **3. Machine Room Duct/ Conduit**

Existing duct and conduit that meet quality of workmanship and applicable codes may be reused. New wiring duct and conduit will be provided as required. All new wiring duct and conduit will be furnished and installed according to applicable codes and in a workmanlike fashion.

## **FIREFIGHTER'S EMERGENCY RECALL**

An emergency return system shall be provided in full compliance with the latest state, local and ASME Code requirements. Heat, smoke and products of combustion sensing devices (sensors) and sensor wiring to the elevator controller shall be provided by others.

### **Firefighter's Service Phase I**

In the event of an emergency, the Firefighter's Service Feature will enable those cars away from the recall floor to return to the recall floor immediately. The cars arriving at the recall floor will remain parked with the doors open.

The Firefighter's Service Feature will be initiated by one of the following two means:

- A. Smoke detectors where required will be installed at each floor by others. The activation of a smoke detector on any floor, other than at the main Fire Service floor, will cause all cars in the group that serve

that floor to initiate Emergency Recall and return non-stop to the main Fire Service floor.

B. A key-operated switch will be provided at the main floor for each single elevator or each group of elevators.

#### **Firefighter's Service Phase II**

A key-operated switch as required by local regulation will be provided in the car-operating panel of each car. The Firefighter's Service Phase II operation will become effective when the Landing Fire Service switch is in the "ON" position or a smoke detector, provided by others, has been activated and the car has returned to the main or alternate Fire Service floor.

#### **4. Slowdown and Final Limit Switches & Mounting**

New Slowdown and Final limit switches will be furnished and installed.

#### **5. Car Leveling**

The existing leveling will be replaced with a new IP-8300 selector system. The new system will include the necessary hardware to control the leveling of the elevator at each floor. Leveling accuracy will be within code-accepted standards.

#### **6. Hoistway Wiring**

The existing hoistway wiring will be replaced with new wiring between the hoistway and machine room equipment\ and installed by applicable codes in a workmanlike fashion.

The hoistway door interlocks' wiring will be replaced with new SF-2 high heat resistance wiring. All other new wiring will have flame retarding and moisture resistance outer covering. All new wiring will contain Underwriters Laboratories labels. All wiring will be in strict accordance with good wiring practices and in compliance with the National Electric Code and ANSI A 17.1 requirements.

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#### **8. Travel Cables**

The existing traveling cables will be replaced with new cable that will incorporate the specified types of conductors. At a minimum each traveling cable will contain one shielded and jacketed pair. Cables will be supported by steel supporting strands if travel exceeds 150 feet and in a loop compatible to size of cable. The outer covering will be fire resistance and meet Underwriters Laboratories standard test. The cables will be hung free of all contact from hoistway or car equipment. Cables will contain adequate number of conductors to provide a minimum of 10% of spares.

#### **9. Hydraulic Jack and Seal**

The existing hydraulic plunger of the elevator will be replaced since the existing one is corroded. A new seal will be installed in the hydraulic jack.

#### **10. Toe Guard**

A new Toe Guard or "Apron" of proper measurements will be installed under de car.

#### **11. Pit Lighting**

A new waterproof light fixture will be installed in the pit.

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**12. Stop Switch, Light Switch and GFI Outlet**

A new code compliant Stop Switch, Light Switch and GFI outlet will be installed in the pit.

**13. Pit Ladder**

A new code compliant pit ladder will be installed in order for elevator personnel to access the pit.

**14. Main Car Operating Panel (MCOP)**

The existing Main Car Operating Panel will be replaced. The new panel will contain vandal proof floor call buttons corresponding to the number of floors served, plus the standard devices of door open, door close, alarm and emergency stop buttons, independent service key switch, fan and light switches as a minimum. The new panel will also contain anew ADA compliant hands free phone, emergency light, and a voice enunciation system.

Appropriate fire fighter's service key switch, jewel, fire and call cancel button, will be provided in car operating panel. Appropriate key switches for functions of the operating system provided will be included. These switches will be clearly identified as to their function.

The standard required cluster of devices will be located at the appropriate height to comply with handicap requirements. All standard required devices and floor call buttons will have handicap indications adjacent to them.

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The existing door equipment will be replaced with two (2) new single speed side opening G.A.L. MOVFR front door operators which will be interfaced with the new controller to provide closed loop door operation. We will also furnish and install new car and hoistway tracks, door rollers, spring reeled closures, gibs, closers, and interlocks for each car door opening.

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The existing safety edges, a total of 2 pairs will be replaced with two new pairs of safety edges. This "screens" consists of harmless infrared beams placed along the leading edge of the car doors. When a single beam is blocked, the door re-opens. This system reduces the chance of closing elevator doors causing injuries to passengers.

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A new car top inspection station will be installed. The new box will have Inspection and Stop Toggle Switches, Up and Down safety buttons, GFI duplex outlet and Work Light with Cover.

**18. Fan**

A new Fan/Extractor will be installed on top of the car.

**19. Escape Hatch Switch**

A new electrical safety switch will be installed in such a way as to remove power to the elevator in the event of switch contacts beaing electrically broken.

**20. Landing Push Button Stations**

New hall call fixtures will be installed at handicap code height. Terminal floors will have single push buttons and intermediate floors will have one button for up, and one for down. The first floor fixture will contain the fireman's service key switch. All hall call fixtures will include a Position Indicator. The finish of the fixtures will be per project specification.

**21. Cab Interior**

- Suspended Ceiling: Wood core with Stainless Steel #4Satin finish, divided in 6 sections to conceal emergency exit panel and 6 LED lights.
- Front Wall: New Front return with Stainless Steel #4Satin finish, wall transom, and strike column.
- Back Wall: New back return with Stainless Steel #4Satin finish, wall transom, and strike column.
- Side walls: 2 wood panels covered plastic laminate of your choice on each wall.
- Base: Stainless Steel #4Satin finish.
- Reveals: Stainless Steel #4Satin finish.
- Handrail 2' Stainless Steel #4Satin finish flat bar on the rear wall, per ADA requirements.
- Floor: Furnish and install tile floor.
- Car doors: Furnish and install two (2) new car doors with Stainless Steel #4Satin finish.

**22. Hallway doors and entrances**

- Hallway doors: Furnish and install three (3) new hallway doors with Stainless Steel #4Satin finish.
- Door jambs: Clad three (3) hallway frames with Stainless Steel #4Satin finish.

**23. Sling and platform**

The existing sling and platform will be replaced with a new car sling and platform assembly which will include #26GA fireproofing on the underside of the wood platform.

**24. Scrape and Paint**

Clean Elevator Hoistway which includes elevator cab exterior (sling), hoistway related steel guide rails, wall mounted brackets, pit springs and other related equipment. Scrape and wire brush all steel parts of rust and paint all cleaned and scrapped items with rust inhibiting paint to prolong life of the equipment.

**WARRANTY**

Diamond Elevator guarantees that the equipment furnished hereunder will comply with the foregoing specifications and if promptly notified in writing, will, at our expense, correct any defects in such equipment occurring within Twelve months (12) from the date of completion or acceptance, whichever occurs first, which are not due to ordinary wear and tear or improper use, and provided that a Maintenance Service Contract for Twelve (12) months with Diamond Elevator is accepted. If the maintenance contract with Diamond Elevator is cancelled before the period of Twelve (12) months, the warranty will be automatically terminated.

The correction of such defects constitutes the limit of our responsibility. THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, OTHER THAN OF TITLE. The equipment installed under this agreement requires maintenance service, such as periodic examinations, lubrications and adjustment by competent elevator mechanics. Our guarantee is not intended to supplant this normal servicing of the equipment and it is not to be construed that we will provide free maintenance service of this type, except as may be provided under other provisions of the contract, or that we will correct, without charge, breakage, maladjustment or other troubles occurring as a result of vandalism abuse, theft, fire, explosion, water damage, or acts of nature such as hurricane, tornado, etc.

**LEAD TIME**

Provided that we had received back in our office the original fully executed proposal and further provided that the Purchaser made initial payment, Diamond Elevator will order all the necessary equipment and materials for this job. Please allow us 6 to 8 weeks for delivery of equipment, materials, and preparation of the premises. Approximately 4 to 6 weeks to complete the job.

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**WORKING HOURS**

All work is based on the normal working hours of the elevator trade and no overtime hours are considered.

**PERMITS AND INSPECTION**

Diamond Elevator will furnish all Elevator permits and inspections for this one time job. Purchaser is responsible for securing and paying for any other inspections and/or permits, including but not limited to electrical permits, which might be required.

**PRICE AND PAYMENT SCHEDULE**

Our price for the work proposed is \$ 84,970.00 Eighty Four Thousand Nine Hundred and Seventy 00/100 dollars for each elevator, including taxes. This price is subject to acceptance within ninety (90) days or subject to revision thereafter.

You agree to the following payment schedule:

40% Down for materials

10% to be paid upon delivery of all materials and before we start to work.

40% to be paid upon completion of the work.

10% to be paid upon passing final inspection by the authority having jurisdiction and satisfactory completion of any punch items.

Payments shall be made by the Purchaser based upon all said invoices, which shall be due within ten days of the date of the invoice. All payments outstanding in excess of ten days shall be deemed "delinquent". The parties agree that lien rights do not commence until final payment is received by Diamond Elevator. Diamond Elevator reserves the right to discontinue its work at any time that payments become delinquent until payment is made as agreed to require adequate assurances that subsequent payments will be made as they fall due.

Work to be completed by **OTHERS** will not hinder payment to Diamond Elevator in any way whatsoever. Any late or overdue payments will bear interest at the rate of 1 1/2 % per month. Attorneys' fees and other costs of collection will be included in the event that we must pursue legal action for payment or in the event that you are otherwise in breach of this contract. Diamond Elevator will communicate with related contractors to coordinate schedules.

**WORK BY OTHERS**

The purchaser will provide the following requirements, at no charge to Diamond Elevator, which are based on ANSI A17.1 Code, the governing code except when applicable codes conflict with ANSI A17.1 Code. Rules referenced are ANSI A17.1 Rules. This is what we feel is required but there could be additional work depending on local or State Codes.

**Machine Room**

- Provide means to control machine room temperature and humidity to between 55° F and 90° F with relative humidity of not more than 85% non-condensing. Peak equipment heat release is estimated at 26,000 BTU/Hour/Unit for Traction or a minimum of 6,000 BTU//Hour/Unit (maximum = 9,000 BTU/Hour/Unit) for Hydro.
- Provide self-closing, self-locking 1 1/2 hour "B" rated access door.
- Provide an "ABC" fire extinguisher mounted to machine room wall next do access door.
- Install guarding on machine room lights.
- Provide one smoke detector or fire alarm initiating device at all lobby landings and smoke/heat detector (s); quantity based on size of room and coverage in the machine room which can be used to initiate automatic fire recall as required by regulation.

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- Provide heat detector for sprinklers, mounted within 24" of each sprinkler head
- Monitor heat detector power at fire alarm control panel (failure to cause signal)
- Provide a dedicated ground in the elevator machine room to ensure proper grounding to the elevator room equipment.
- Provide a "Grounded" Mainline disconnect with RK-5 fuses and Rejection Clips
- Provide a separate Disconnect for the cab lights, a GFCI of 20A.
- A telephone line per elevator with dial tone and be brought to the elevator control panel in the machine room and fire panel at specified location.

**Hoistway/Pit/Landings**

- Provide smoke detectors at each landing: non-resetting, tied to general alarm – 3 zones.
- Provide smoke detector(s) at the top of shaft(s) where applicable.
- Provide audible/visual smoke annunciator panel, location per Fire Authority.
- Provide heat detector for sprinkler(s) at the top of shaft(s), within 24" of each head.
- Provide connection at the elevator controller for fire recall operation.
- Provide a Sump Pump System as required by the Florida Building Code.
- Provide sufficient space for storage of materials on site throughout duration of the modernization.
- Provide a floor for a work area.
- Patch/redecorate walls after installation of new fixtures to match building aesthetics as required.
- Building signage and floor designations related to other building systems as required.

**TERMS AND CONDITIONS**

1. The price quoted above is based upon all the work being performed during our regular working hours of regular working days. If overtime is required, the additional price usually charged by the Company shall be added to the contract price. Your advance proposal in writing is required before we will schedule or perform any overtime work.
2. The equipment furnished hereunder remains personal property and we retain title thereto until final payment is made, with the right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.
3. The completion of the work as covered by this agreement or acceptance thereof shall constitute a waiver by you of all claims for loss or damage due to delay. It is also understood and agreed that we shall not be liable for the condition, design, application or compliance with acceptable codes of any equipment not furnished under this Agreement or for the omission of any work or equipment not covered by this Agreement. We reserve the right to remove and retain all equipment that has been replaced or new materials not used in construction.
4. Diamond Elevator reserves the right to furnish the most modern equipment and no statements contained in this contract are to make it obligatory for us to furnish equipment, the design of which has been discontinued or supplanted by new standards or codes.
5. All previous communication between the Company and the Purchaser, whether written or verbal, with reference to the subject matter of this Agreement, are hereby abrogated, and this contract when duly accepted and approved constitutes the agreement between us, and no modification of this agreement shall be binding upon the Purchaser or Diamond Elevator, or either of us, unless such modification shall be in writing, duly accepted by the Purchaser and approved by Diamond Elevator. The contract date shall be the date of approval by Diamond Elevator.
6. Any changes in the building required to meet any local or state building or electrical codes are to be made by the Purchaser. Any cutting or patching necessary for the installation of equipment furnished under this contract shall be done by the purchaser. Diamond Elevator shall not under any circumstances be liable for any redecorating that may be necessary upon the completion of its work. No work or service other than that specifically mentioned herein is included or intended. Such work by others must be coordinated by the Purchaser with Diamond Elevator in order to avoid delays to Diamond Elevator's work.
7. It is expressly understood, in consideration of the performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that Diamond Elevator assumes any liability

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on account of injury or damage to persons or property, except to the extent directly and solely due to the negligent act or omissions of Diamond Elevator or its employees; and that the Purchaser's responsibility for injury or damage to persons or property while riding on or being in or about the equipment referred to is in no way affected by this Agreement. Diamond Elevator shall not be responsible or liable for any loss, damage, detention or delay caused by labor trouble, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages on materials or workmen, unavailability of material from usual sources, Government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of the Purchaser's or Diamond Elevator's suppliers, orders or instructions of any federal, state or municipal government or any department or agency thereof, Act of God, or by any cause whatsoever beyond its reasonable control. Dates for the performance or completion of work shall be extended to the extent of such delays.

8. Purchaser agrees to defend, indemnify and hold Diamond Elevator harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the established sole and direct fault of Diamond Elevator.
9. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise in excess of the price of this Agreement. We will not be liable in any event for special, indirect, liquidated or consequential damages, which include but are not limited to loss of rents, profit, good will, or use of equipment or property, or business interruption.
10. Should latent or concealed conditions be encountered on the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Agreement Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Agreement be encountered, the contract price and time shall be equitably adjusted by change order upon claim by either party made within 20 (twenty) days and after the first observance of the conditions.
11. Diamond Elevator will provide a Certificate of Insurance that will include the following endorsements:
  - Additional Insured – The Residences at Ocean Drive, Inc., its' owners (and their guests), directors, officers, manager, employees, representatives, are names as "Additional Insured" for General Liability and Automobile insurance. As respects General Liability, coverage will include Products/Completed Operations and be primary and non-contributory.
  - Waiver of Subrogation – A Waiver of Subrogation for all listed coverages is provided in favor of The Residences at Ocean Drive, Inc., its' owners (and their guests), directors, officers, manager, employees, representatives.
  - Residential Exclusion – General Liability coverage will not include a "residential exclusion" (including condominiums)



**PURCHASER'S ACCEPTANCE**

You hereby authorize Diamond elevator to perform the above mentioned work on the elevator with serial # 86685 located at 901 W Ocean Drive. Key Colony Beach FL, 33051, and agree to the Terms and Conditions as stated above.

**PURCHASER**

**THE RESIDENCES AT OCEAN DRIVE**  
Approved by Authorized Representative

Date: 2-11-19

Signature: [Handwritten Signature]

Name: Harold Selden II

Title: President

**DIAMOND ELEVATOR**

Approved by Authorized Representative

Date: February 8<sup>th</sup>, 2019

Signature: [Handwritten Signature]

Name: Rene Rodriguez

Title: President

Please return original fully executed proposal, along with any required deposit. Faxed copies will not be accepted.



SECURITY - EFFICIENCY - COMFORT - VALUE - CODE COMPLIANCE

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- Side walls: 2 wood panels covered plastic laminate of your choice on each wall.
- Base: Stainless Steel #4Satin finish.
- Reveals: Stainless Steel #4Satin finish.
- Handrail 2' Stainless Steel #4Satin finish flat bar on the rear wall, per ADA requirements.
- Floor: Furnish and install tile floor.
- Car doors: Furnish and install two (2) new car doors with Stainless Steel #4Satin finish.
- Provide a set of wall pads.

**22. Hallway doors and entrances**

- Hallway doors: Furnish and install four (4) new hallway doors with Stainless Steel #4Satin finish.
- Door jambs: Clad four (4) hallway frames with Stainless Steel #4Satin finish.

**23. Sling and platform**

The existing sling and platform will be replaced with a new car sling and platform assembly which will include #26GA fireproofing on the underside of the wood platform.

**24. Scrape and Paint**

Clean Elevator Hoistway which includes elevator cab exterior (sling), hoistway related steel guide rails, wall mounted brackets, pit springs and other related equipment. Scrape and wire brush all steel parts of rust and paint all cleaned and scrapped items with rust inhibiting paint to prolong life of the equipment.

**WARRANTY**

Diamond Elevator guarantees that the equipment furnished hereunder will comply with the foregoing specifications and if promptly notified in writing, will, at our expense, correct any defects in such equipment occurring within Twelve months (12) from the date of completion or acceptance, whichever occurs first, which are not due to ordinary wear and tear or improper use, and provided that a Maintenance Service Contract for Twelve (12) months with Diamond Elevator is accepted. If the maintenance contract with Diamond Elevator is cancelled before the period of Twelve (12) months, the warranty will be automatically terminated.

The correction of such defects constitutes the limit of our responsibility. THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, OTHER THAN OF TITLE. The equipment installed under this agreement requires maintenance service, such as periodic examinations, lubrications and adjustment by competent elevator mechanics. Our guarantee is not intended to supplant this normal servicing of the equipment and it is not to be construed that we will provide free maintenance service of this type, except as may be provided under other provisions of the contract, or that we will correct, without charge, breakage, maladjustment or other troubles occurring as a result of vandalism abuse, theft, fire, explosion, water damage, or acts of nature such as hurricane, tornado, etc.

**LEAD TIME**

Provided that we had received back in our office the original fully executed proposal and further provided that the Purchaser made initial payment, Diamond Elevator will order all the necessary equipment and

materials for this job. Please allow us 6 to 8 weeks for delivery of equipment, materials, and preparation of the premises. Approximately 4 to 6 weeks to complete the job.

### **WORKING HOURS**

All work is based on the normal working hours of the elevator trade and no overtime hours are considered.

### **PERMITS AND INSPECTION**

Diamond Elevator will furnish all Elevator permits and inspections for this one time job. Purchaser is responsible for securing and paying for any other inspections and/or permits, including but not limited to electrical permits, which might be required.

### **PRICE AND PAYMENT SCHEDULE**

Our price for the work proposed is **\$ 87,500.00 Eighty Seven Thousand Five Hundred and Fifty 00/100 dollars** for each elevator, including taxes. This price is subject to acceptance within ninety (90) days or subject to revision thereafter.

You agree to the following payment schedule:

40% Down for materials

10% to be paid upon delivery of all materials and before we start to work.

40% to be paid upon completion of the work.

10% to be paid upon passing final inspection by the authority having jurisdiction and satisfactory completion of any punch items.

Payments shall be made by the Purchaser based upon all said invoices, which shall be due within ten days of the date of the invoice. All payments outstanding in excess of ten days shall be deemed "delinquent". The parties agree that lien rights do not commence until final payment is received by Diamond Elevator. Diamond Elevator reserves the right to discontinue its work at any time that payments become delinquent until payment is made as agreed to require adequate assurances that subsequent payments will be made as they fall due.

Work to be completed by **OTHERS** will not hinder payment to Diamond Elevator in any way whatsoever. Any late or overdue payments will bear interest at the rate of 1 ½ % per month. Attorneys' fees and other costs of collection will be included in the event that we must pursue legal action for payment or in the event that you are otherwise in breach of this contract. Diamond Elevator will communicate with related contractors to coordinate schedules.

### **WORK BY OTHERS**

The purchaser will provide the following requirements, at no charge to Diamond Elevator, which are based on ANSI A17.1 Code, the governing code except when applicable codes conflict with ANSI A17.1 Code. Rules referenced are ANSI A17.1 Rules. This is what we feel is required but there could be additional work depending on local or State Codes.

### **Machine Room**

- Provide means to control machine room temperature and humidity to between 55° F and 90° F with relative humidity of not more than 85% non-condensing. Peak equipment heat release is estimated at 26,000 BTU/Hour/Unit for Traction or a minimum of 6,000 BTU//Hour/Unit (maximum = 9,000 BTU/Hour/Unit) for Hydro.
- Provide self-closing, self-locking 1 1/2 hour "B" rated access door.
- Provide an "ABC" fire extinguisher mounted to machine room wall next do access door.
- Install guarding on machine room lights.
- Provide one smoke detector or fire alarm initiating device at all lobby landings and smoke/heat

detector (s); quantity based on size of room and coverage in the machine room which can be used to initiate automatic fire recall as required by regulation.

- Provide heat detector for sprinklers, mounted within 24" of each sprinkler head
- Monitor heat detector power at fire alarm control panel (failure to cause signal)
- Provide a dedicated ground in the elevator machine room to ensure proper grounding to the elevator room equipment.
- Provide a "Grounded" Mainline disconnect with RK-5 fuses and Rejection Clips
- Provide a separate Disconnect for the cab lights, a GFCI of 20A.
- A telephone line per elevator with dial tone and be brought to the elevator control panel in the machine room and fire panel at specified location.

#### Hoistway/Pit/Landings

- Provide smoke detectors at each landing: non-resetting, tied to general alarm – 3 zones.
- Provide smoke detector(s) at the top of shaft(s) where applicable.
- Provide audible/visual smoke annunciator panel, location per Fire Authority.
- Provide heat detector for sprinkler(s) at the top of shaft(s), within 24" of each head.
- Provide connection at the elevator controller for fire recall operation.
- Provide a Sump Pump System as required by the Florida Building Code.
- Provide sufficient space for storage of materials on site throughout duration of the modernization.
- Provide a floor for a work area.
- Patch/redecorate walls after installation of new fixtures to match building aesthetics as required.
- Building signage and floor designations related to other building systems as required.

#### **TERMS AND CONDITIONS**

1. The price quoted above is based upon all the work being performed during our regular working hours of regular working days. If overtime is required, the additional price usually charged by the Company shall be added to the contract price. Your advance proposal in writing is required before we will schedule or perform any overtime work.
2. The equipment furnished hereunder remains personal property and we retain title thereto until final payment is made, with the right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.
3. The completion of the work as covered by this agreement or acceptance thereof shall constitute a waiver by you of all claims for loss or damage due to delay. It is also understood and agreed that we shall not be liable for the condition, design, application or compliance with acceptable codes of any equipment not furnished under this Agreement or for the omission of any work or equipment not covered by this Agreement. We reserve the right to remove and retain all equipment that has been replaced or new materials not used in construction.
4. Diamond Elevator reserves the right to furnish the most modern equipment and no statements contained in this contract are to make it obligatory for us to furnish equipment, the design of which has been discontinued or supplanted by new standards or codes.
5. All previous communication between the Company and the Purchaser, whether written or verbal, with reference to the subject matter of this Agreement, are hereby abrogated, and this contract when duly accepted and approved constitutes the agreement between us, and no modification of this agreement shall be binding upon the Purchaser or Diamond Elevator, or either of us, unless such modification shall be in writing, duly accepted by the Purchaser and approved by Diamond Elevator. The contract date shall be the date of approval by Diamond Elevator.
6. Any changes in the building required to meet any local or state building or electrical codes are to be made by the Purchaser. Any cutting or patching necessary for the installation of equipment furnished under this contract shall be done by the purchaser. Diamond Elevator shall not under any circumstances be liable for any redecorating that may be necessary upon the completion of its work. No work or service other than that specifically mentioned herein is included or intended. Such work by others must be coordinated by the Purchaser with Diamond Elevator in order to avoid delays to Diamond Elevator's work.

**DIAMOND ELEVATOR**

2527 W 65<sup>TH</sup> STREET HIALEAH FL 33016 - PH 904.735.2624- FX 904.406.7393 - PAGE 7 of 9

INITIALS



7. It is expressly understood, in consideration of the performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that Diamond Elevator assumes any liability on account of injury or damage to persons or property, except to the extent directly and solely due to the negligent act or omissions of Diamond Elevator or its employees; and that the Purchaser's responsibility for injury or damage to persons or property while riding on or being in or about the equipment referred to is in no way affected by this Agreement. Diamond Elevator shall not be responsible or liable for any loss, damage, detention or delay caused by labor trouble, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages on materials or workmen, unavailability of material from usual sources, Government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of the Purchaser's or Diamond Elevator's suppliers, orders or instructions of any federal, state or municipal government or any department or agency thereof, Act of God, or by any cause whatsoever beyond its reasonable control. Dates for the performance or completion of work shall be extended to the extent of such delays.
8. Purchaser agrees to defend, indemnify and hold Diamond Elevator harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the established sole and direct fault of Diamond Elevator.
9. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise in excess of the price of this Agreement. We will not be liable in any event for special, indirect, liquidated or consequential damages, which include but are not limited to loss of rents, profit, good will, or use of equipment or property, or business interruption.
10. Should latent or concealed conditions be encountered on the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Agreement Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Agreement be encountered, the contract price and time shall be equitably adjusted by change order upon claim by either party made within 20 (twenty) days and after the first observance of the conditions.
11. Diamond Elevator will provide a Certificate of Insurance that will include the following endorsements:
  - Additional Insured – The Residences at Ocean Drive, Inc., its' owners (and their guests), directors, officers, manager, employees, representatives, are names as "Additional Insured" for General Liability and Automobile insurance. As respects General Liability, coverage will include Products/Completed Operations and be primary and non-contributory.
  - Waiver of Subrogation – A Waiver of Subrogation for all listed coverages is provided in favor of The Residences at Ocean Drive, Inc., its' owners (and their guests), directors, officers, manager, employees, representatives.
  - Residential Exclusion – General Liability coverage will not include a "residential exclusion" (including condominiums)

**PURCHASER'S ACCEPTANCE**

You hereby authorize Diamond elevator to perform the above mentioned work on the elevator with serial # 86684 located at 901 W Ocean Drive. Key Colony Beach FL, 33051, and agree to the Terms and Conditions as stated above.

**PURCHASER**

**THE RESIDENCES AT OCEAN DRIVE**  
Approved by Authorized Representative

**DIAMOND ELEVATOR**

Approved by Authorized Representative

Date: 2/1/19  
Signature: [Signature]  
Name: Howard Selden II  
Title: President

Date: February 8<sup>th</sup> 2019  
Signature: [Signature]  
Name: Rene Rodriguez  
Title: President

Please return original fully executed proposal, along with any required deposit. Faxed copies will not be accepted.

INITIALS [Signature]