



**CONTRACTED TO:** Zephyrus LLC  
1300 Pennsylvania Avenue, #308,  
Miami Beach, FL 33139  
305-890-3946 Cel

**DATE:** January 7, 2015  
**PROJECT LOCATION:** 1321 15 Street  
Miami Beach, Florida 33139

### LICENSED & INSURED

**We are pleased to submit estimate as follows:** Installation of the Vertical Accessibility Lift and related work: We will process the plans through the City of Miami beach Building department and secure the required permit. All work shall be done in strict accordance with the plans and specifications from Edward A. Landers, PE and the approved plans from the City of Miami Beach plans sheets. In the specified areas: Demo area to be worked on. Clear areas needed. Install shoring and supports. Install I  
Install 4 Atlas Helical Piles as specified. From, install #5 re-bars at 12" oc each way, and pour with 5,000 psi concrete. Install new structural steel beams as specified. Install the wheelchair lift as specified on plans. All of the required inspections for the above described work from the City of Miami Beach and Edward Landers, PE, will be passed and obtained.

**Note:** Work will commence approximately one week after the permit is secured and approved by the City of Miami Beach, and will be completed thirty (45) days later, weather permitting and barring any unforeseen circumstances beyond our control. Not responsible for any work done by others. The following items are not included in this proposal: Engineering plans, permit fees or bond fees. Work performed will be warranted for a period of five (5) years against faulty workmanship and faulty materials.

**PRICE(S): \$98,500.00**

**PAYMENT SCHEDULE:** 1/3% when the contract is executed, balance due in progressive payments as the work progresses. The last 10% due upon completion and passing of all final inspections.

Respectfully submitted – Suntech Development, Inc.

PRESIDENT

#### GENERAL TERMS AND CONDITIONS for Suntech Development, Inc. here in after referred to as "The Contractor"

(1) ACCEPTANCE OF THIS PROPOSAL: When this bid is accepted please sign and return a copy to our office and when approved by our credit department constitutes the entire agreement of the parties. Upon acceptance, this proposal shall become a contract binding upon both the Buyer and "The Contractor" and shall be construed according to the laws of the State of Florida. All work to be done or warranted shall be set forth in specifications, no promises, verbal or otherwise shall be valid.

(2) ACCEPTED LIABILITY: "The Contractor" shall not be responsible for damages or delay, either before commencement of or during the work described herein on account of payment delays, transportation difficulties, priorities, strikes, accidents, war, acts of god, fire, sudden rains, storms, windstorms, other casualty or theft or other causes beyond its control. Due to the continuous use of heavy trucks and equipment during the construction process "The Contractor" cannot be responsible for damages to lawn, sidewalks, or driveways, etc., unless directly caused by us.

(3) INSURANCE: "The Contractor" shall comply with all the laws relating to insurance in the State of Florida and shall carry \$1,000,000.00 public liability and \$50,000.00 property damage standard form insurance, insuring during the progress of the work, any liability which may be imposed by law upon "The Contractor" on

account arising from such operations. Owner shall carry fire, casualty and all other necessary insurance(s).

(4) WARRANTY: There shall be no warranties, nor liabilities on "The Contractor" after the work is completed, except as maybe provided in this proposal by a reference to specifications covering the proposed work, or as maybe provided specifically in this proposal, however any such reference and/or provisions shall be strictly construed only as an obligation on "The Contractor" to issue a written warranty upon completion of the work. And it is mutually agreed that all warranties to be binding upon "The Contractor" must be in writing whether issued voluntarily, or in accordance with this proposal, and that whether "The Contractor" upon completion of the work as provided, shall issue to the buyer such a written warranty, the liability of "The Contractor" shall be limited to the terms and provision of such warranty and confined to the work actually done here under. In no event shall such a warranty impose upon "The Contractor" any liability for damages caused by fire, tornado, hail, hurricane, or other extraordinary causes beyond "The Contractor's" control, nor for damage to the building upon or/in which such work is done; nor for any damage to said work caused by settlement, warping, distortion, or failure of roof deck, sheathing, walls, partition walls, ceilings, or foundation of said building nor for failure of any materials or integral part of said building used as a base, attachments to, or for, said

work; nor for damage to interior furniture and fixtures, decorations, stock or equipment, unless directly caused by us.

(5) COMPLETION AND ACCEPTANCE: Upon completion the buyer shall immediately inspect and accept "The Contractor's" work, provided the work has been completed according to the terms of the working contract, and full settlement shall be made in accordance with this agreement. A full and complete acceptance of the work shall be presumed upon the buyer making final settlement and/or executing a note for final settlement.

(6) The undersigned accepts the above job at the price quoted and agrees to pay for said work promptly upon invoicing of the same as herein specified. One stage of work must be paid for in full before the next one can begin. Any additional work required other than specified above will be extra to contract on a time and material basis. Terms are net cash, no discounts. If any sums due are collected by suit or demand of an attorney or collection agency, then the undersigned agrees to pay all costs, including reasonable attorney's fees for collection.

(7) This bid is may be voided and withdrawn by "The Contractor" at his option if not accepted within 30 days.

DATE \_\_\_\_\_ ACCEPTED BY \_\_\_\_\_ TITLE \_\_\_\_\_