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ELEVATOR MODERNIZATION PROPOSAL

Submitted to:

AQUA VISTA HOLDINGS, INC. 1800 SUNSET HARBOR DRIVE, SUITE 2 MIAMI BEACH, FL 33139

> ATTN: KEREN BAJAROFF OFFICE: 954-606-0111 CELL: 305-968-7454

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Submitted by:

Kenneth Slack NATIONAL ELEVATOR, INC. June 2, 2014 DATE: June 2, 2014

CUSTOMER: AQUA VISTA HOLDINGS, INC.

BUILDING: 7140 BUILDING

ADDRESS: 7140 ABBOTT AVENUE, MIAMI BEACH, FL 33141

National Elevator Inc. will provide the necessary labor and materials to perform the following work on:

- Replace existing control system: furnish & install a new NON-PROPRIETARY microprocessor controller. The controller is Model SRH by Smartrise Engineering, Inc. Includes the following features:
 - Tape Floor Selector—ensures elevator stops level with the landing, every time. Includes Terminal Limit Switches.
 - New Car Top Inspection Station with all code compliant features.
 - New Wye-Delta Pump Motor Starter.
- Furnish and install new cab shell with stainless steel front return, strike jamb and transom and flat sheet formica side and rear walls with stainless steel disc drop ceiling and black rubberized flooring (customer to select formica color);
- 3. Provide new submersible power unit including motor, pump, hydraulic valve, muffler and gate valve. New hydraulic oil will be provided;
- 4. Furnish and install a new double bottom hydraulic jack and piston assembly. The existing jak is single bottom and does not meet Code.
- 5. Furnish & install new copper wiring, wire duct, EMT and fittings as required for new equipment. Includes Travel Cable, Home Run & Hoistway Wiring.
- 6. Furnish & install a new Car Operating Panel inside the cab, total one (1) per car, including all current code requirements and Emergency Telephone. Car panel is the Premier Line from Innovation Industries Inc. finish will be #4 brushed stainless steel. Features include the following:
 - Illuminated heavy-duty pushbuttons
 - LED emergency light
 - Independent service, stop, fan/light, access enable & Firemen's Service keyswitches
 - Digital position indicator
 - No Smoking, Capacity signage
 - Alarm Bell pushbutton, connected to a new Alarm Bell.
- 7. Furnish & install new surface-mounted hall pushbutton stations, total two (2), including hoistway access switches, firemen's service and required signage engraved, manufactured by Innovation Industries, Inc. Finish is #4 brushed stainless steel.
- 8. Furnish & install required Pit Ladder if necessary and updated Code Data Plate.
- 9. Furnish & install all new Door Operating Equipment Complete:
 - new Model MOVFR state-of-the-art closed-loop door operator on both cars;
 - new car door hangers, rollers, track, gate switch & retractable LWZ-2 clutch;
 - new hatch door hangers & tracks, rollers, new MOH interlocks & pickup roller assemblies, new spirator style closers; all manufactured by GAL Manufacturing;
 - provide all new hatch door equipment.
- 10. New car top escape hatch safety switch per code requirements.
- 11. Car top, machine room & hoistway equipment will be cleaned & painted.
- 12. All work will meet current code requirements: ANSI A17.1-2007 with 2008 & 2009 addendum.
- 13. Please see below "Work Not Included" list.

NOTE: THE FOLLOWING "WORK NOT INCLUDED" IS NECESSARY IN CONJUNCTION WITH THE ELEVATOR MODERNIZATION, AND IS WORK NOT INCLUDED IN THIS PROPOSAL:

- <u>Telephone Line</u>: If not already in place, provide a live, dedicated telephone line to elevator machine room, piped & wired to the new elevator controller. This is for the elevator emergency telephone located in the elevator cab.
- <u>Fire Alarm System</u>: smoke / heat detectors need to be located in front of the elevator at each floor and in the elevator machine room. These detectors must be interfaced with the building fire alarm system and piped & wired through dry contacts (modules) to the new elevator controller.
- <u>Elevator Room Climate Control:</u> The elevator room must be climate controlled to provide constant temperatures between 30-95 degrees F, with humidity non-condensing up to 95%;
- <u>Elevator Room Door:</u> If not already in place, a proper elevator machine room door must be provided: "B" labeled, 1.5 hour fire rated, self-closing and self-locking;
- <u>Electrical Requirements:</u> Three phase mainline disconnect must be lockable, accept RK-5 style fuses and have rejection clips. There must be a separate lockable, fused single phase disconnect for the elevator cab light circuit in the elevator machine room. There must be GFCI protected receptacles in the elevator machine room and elevator pit. Adequate light must be provided in the elevator machine room, with all bulbs guarded. The elevator pit must have proper lighting including a moisture-proof fixture with a guarded bulb.

COST: \$ 62,000.00 (Seventy-Six Thousand Nine Hundred and Ninety-

Five Dollars) Includes freight, taxes, alteration permit from

Broward County, and final inspection.

Price based on acceptance of Renewal Maintenance

Agreement.

TERMS OF PAYMENT: 10% DUE UPON SIGNED ACCEPTANCE OF THIS PROPOSAL

40% DUE UPON DELIVERY OF EQUIPMENT

45% BALANCE DUE UPON COMPLETION PRIOR TO

CALLING FOR FINAL INSPECTION 5% DUE UPON FINAL INSPECTION

Note: This Price is Contingent Upon the execution of a 5 year service contract to commence upon turn over/final inspection of the elevator.

NOTE: 6-8 weeks lead time necessary, after receiving signed contract & proper deposit, to order, engineer, manufacture & ship equipment to the job site. Elevator will be shut down for three (3) weeks for this work.

ACCEPTANCE OF MODERNIZATION PROPOSAL:

This modernization proposal is submitted for acceptance within 60 days from date executed by us.

All work will be performed in compliance with ANSI A17.1 elevator code. This price includes all taxes and permit fees required by the State of Florida to perform the above-mentioned work. 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 subsequent payments will be made as they become due. You also agree to pay, in addition to any defaulted amount, service charges, reasonable attorney's fees, collection costs, or court costs in connection therewith.

This Modernization Proposal, when accepted by the purchaser and subsequently approved by a representative of National Elevator, Inc. shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded. No changes in or addition to this will be recognized unless made in writing and properly executed by both parties.

APPROVED: PRINT	AQUA VISTA HOLDING	S, INC. FOR 7140 I	BUILDING	
NAME OF AUTHORIZE	D REPRESENTATIVE:		DATE:	
SIGNATURE:			DATE:	
PRINT	DNAL ELEVATOR, INC.: D REPRESENTATIVE: _	Kenneth Slack	_DATE: <u>6/3/14</u> DATE:	

TERMS and CONDITIONS

NATIONAL ELEVATOR, INC. assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that we do not assume possession or control of any part of the equipment and that such remains the Purchasers exclusively as the owner, lesser, lessee, possessor or manager thereof. Our performance of this contract is contingent upon you 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.

We have made examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal. It is agreed that NATIONAL ELEVATOR, INC.'S personnel 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 sole opinion, the provision is being violated.

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, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages. 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.

A Service charge of 1% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorneys fees, collection costs or court costs in connection therewith. National Elevator Inc. cannot be held responsible for any delays in the completion, final inspection, or public use of the elevator due to delays in the completion of work by other trades including, but not limited to, fire alarm, electrical, or plumbing. NATIONAL ELEVATOR, INC. agrees to provide one (1) year warranty on all parts, labor and materials provided under the terms and condition of this agreement.