



ELEVATOR INSTALLATION AGREEMENT

Location: 129 North Miami Avenue
Miami, FL 33128

Customer: Design Spaec
9990 SW 77th Avenue, PH-15
Miami, Florida 33156

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Part I – General

- 1.01 This proposal dated: **May 7, 2021** covers the new Installation of One (1) - Two (2) Stop Hydraulic Single Stage Holeless Jack elevator located at: **129 North Miami Avenue, Miami, FL 33128**. All work to 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 many as 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 **CLARK ELEVATOR**
- 1.04 **STORAGE:** A dry and protected area, within the building, conveniently located to the elevator hoistway, will be assigned to **CLARK ELEVATOR** without cost, for storage of his materials and tools.
- 1.05 **WARRANTY:** **CLARK ELEVATOR** 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 one (1) year following the completion and acceptance of each elevator covered by this specification.
- 1.06 **WIRING DIAGRAM:** Two (2) complete sets of “made final” wiring diagrams including input and output signals will be furnished to the Owner.
- 1.07 **Keys:** Two (2) keys for each key switch specified will be furnished to the Owner.

PART II – DESCRIPTION OF EQUIPMENT

- 2.01 Specs attached.

PART III –EQUIPMENT FEATURES:

- 3.01 **CONTROLLER:** New controller will be a Microprocessor Control System. Controller will include new solid state starter and overloads.
- 3.02 **PUMP UNIT:** Install a new submersible pump unit with a 2,100 PD 30 HP Motor with new valve and wiring. All work will be in accordance with original manufacture specifications.
- 3.03 **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. 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” Push-buttons 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.

Group Operation: The group supervisory operation will be embedded within selected car controllers. The Microprocessor shall constantly scan the system for hall calls. When hall calls are registered, the control system instantly calculate the estimated time of arrival, number of floors to travel from the current position, the time it takes to travel one floor at top speed, calls assigned to a car, and reversal time to respond to a call in the opposite direction of travel. An internal constant shall be set, requiring a maximum time for a car to respond to a call. When a car's status changes or additional hall calls are registered, the estimated time of arrival shall be recalculated and calls reassigned if necessary. The microprocessor shall provide flexibility to meet well defined patterns of traffic, including up peak, down peak, and heavy inter floor demands, and adjust for indeterminate and variations in these patterns which occur in buildings. Fuzzy logic shall be an integral part of the group system software. The enhanced fuzzy logic will optimize the inner floor traffic performance. Inputs for the fuzzy logic shall include accurate passenger load from an electronic load weigher, probable car calls generated from each hall call, type of building and observed traffic patterns.

- 3.04 **FIREMAN SERVICE AND OTHER STANDARD FEATURES:** The Fireman Service Operation and normal operating features are to be incorporated in accordance with the American National Standard Safety Code (ANSI A17.1).
- 3.05 **DOOR OPERATION:** Two (2) new direct current motors driven operator will be furnished and installed, designed to operate the car and hoist-way 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.
- 3.06 **HOISTWAY ENTRANCES:** New hoist-way door frames and door panels will be installed. New hoist-way door tracks, hangers, and interlocks will be installed with Braille plates.
- 3.07 **DOOR RESTRICTORS:** Door restricting devices will be provided in accordance with ANSI A17.1 Code – Rule 111.12.
- 3.08 **VARIABLE DOOR TIME:** The doors will remain open for an adjustable time for a stop in response to a car call and a second variable time for a stop in response to a hall call.
- 3.09 **CAR OPERATING PANELS:** The new car operating panels will be installed with a new panel accommodating all features provided by the Controller Manufacturer. The new car operating panel will be provided with traditional style push buttons, ADA compliant telephone fire service signage, emergency lighting and Braille. Monitoring of the ADA phone can be purchased through **CLARK ELEVATOR** but is not included in the price quoted.
- 3.10 **POSITION INDICATOR:** A new Dot Matrix car position indicator will be incorporated into the new car operating panel. A stainless steel cover will be installed on the existing car position indicator over the car door entrance.
- 3.11 **FLOOR PASSING SIGNAL:** An ADA compliant audible signal will be provided to indicate to a passenger on the elevator car that the car is stopping or passing a floor.
- 3.12 **ALARM BELL:** An emergency alarm bell will be connected to a plainly marked pushbutton in the car operating panel and to the battery operated emergency car light device.
- 3.13 **LANDING BUTTONS:** New hall pushbutton fixtures will be installed. The hall pushbutton fixture at the main fire service door will include the fire service signage and key switch.

- 3.14 **CAR RIDING LANTERNS:** The operation of the new lanterns will be engineered into the new microprocessor controls to comply with ADA requirements.
- 3.15 **AUTOMATIC TERMINAL LIMITS:** New electric limit switches will be placed in the hatchway near the terminal landings and be designated to cut off the electric current and stop the car should it run beyond either terminal landing.
- 3.16 **WIRING:** All hoist-way, machine room, and car wiring, including traveling cable will be installed as necessary to fulfill the requirements of new controls. New duct and flexible connections for the proper installation of the new control equipment will be provided as necessary.
- 3.17 **CAR TOP INSPECTION STATION:** A new car top inspection station with an “emergency stop” switch and constant pressure “up-down” direction buttons will be installed. The station will make the normal operating devices inoperative and give the inspector complete control of the elevator.

PART IV – MISCELLANEOUS WORK AND SCHEDULE

- 4.01 All work will be performed during regular business hours of regular business days as is customary in the elevator industry.
- 4.02 Prior to commencing work, a work schedule will be submitted to the Owner.

PART V – TESTS

- 5.01 **EMERGENCY FIRE SERVICE:** Perform Phase I and Phase II Fire Service tests to conform to applicable codes.
- 5.02 **TEST REPORTS:** Completed copies of test reports will be provided to the Owner.
- 5.03 All required tests are to be performed during regular business hours of the elevator trade. Should the Owner require these tests to be performed outside the regular working hours, there would be an added charge to the quoted contract amount.

PART VI – CLEAN UP AND INSPECTION

- 6.01 **CLEAN UP: CLARK ELEVATOR** will be responsible for the removal of any debris resulting from work on this contract. In addition, we will remove from the project site all equipment and unused or removed materials and restore building and premises to a neat and 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 additional cost to the Owner.

PART VII – 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. De-watering of pit(s). Legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50 degrees Fahrenheit minimum or 90 degrees Fahrenheit maximum, non-condensing. 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. Should additional weight need to be added to the counterweight to balance the cabs, there would be an additional charge added to the contract amount.

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.

All sill supports, including steel angles where required, and sill recesses (if sill angles not supplies by Elevator Contractor) and the grouting of doorsills. Provided by O.S.H.S. compliant removable temporary enclosures or other protection (barricades and kickboards) from open hoist-ways during the time the elevator is being installed (protection must allow clearance for installation of entrance frames). Proper trenching and backfilling for any underground piping and/or conduit. Cutting and patching of walls, floors, etc. and removal of such obstructions as may be necessary for proper installation of the elevator. Setting anchors and sleeves. Pockets or block outs for signal fixtures. Structural steel door frames with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting of these items.

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 it 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.*

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 dedicated line and monitored 24 hours. Instruments in cab by others). 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 contact 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. Temporary elevator service prior to completion and acceptance of complete installation. 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. Flooring and/or installation of flooring by others.

Owner/General Contractor to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground. Remote wiring to outside alarm bell as requested by the Safety Code for Elevators and Escalators (ASME 17.1) (where applicable). 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.

The contractor agrees to provide at no cost a crane to hoist elevator equipment as needed.

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

All existing equipment removed by **Clark Elevator** shall become the exclusive property of **Clark Elevator**

PART VIII – 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 accepting of this order or the manufacture, delivery or installation of the equipment.
2. It is agreed that our workman 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 employee 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 business 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 – fifteen 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 Liability Insurance coverage will be furnished to you upon request. The premium for any bonds or insurance policy 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 **CLARK ELEVATOR**. 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 IX – TERMS AND CONDITIONS

All work shall perform 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 are 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.

TEMPORARY SERVICE: Should the service of any elevator be required before completion and final acceptance, the Purchaser agrees to sign our Construction Use form, Warranty Extension and Service Agreement (at an agreed to daily charge) and be bound by the terms and conditions thereof. A copy of this form will be furnished upon request.

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 one (1) 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 guarantee 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 supplant 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 provide 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 shall 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.

If there is more than one (1) unit in this contract, this section shall apply separately to each unit as completed and placed in operation.

TITLE AND OWNERSHIP: We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, is agreed, can be removed without material injury to real property) until all payments under the terms of this contract, including deferred payments and extensions thereof, shall be 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.

CLARK ELEVATOR 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. **CLARK ELEVATOR** supports Equal Employment Opportunity and Affirmative Action's Compliance programs.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we will have assurance satisfactory to us that the subsequent payments will be made as they come due. Any payments not paid when due shall bear interest at legal rate in force at the place 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 value as estimated by us, based on the contract price, of the uncompleted portion.

CLARK ELEVATOR shall not be held responsible nor shall it be held liable under the terms of this contract and Purchaser expressly releases, discharges and acquits **CLARK ELEVATOR** 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), hatchway(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 and other person or entity whatsoever claiming against **CLARK ELEVATOR**. 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 **CLARK ELEVATOR, 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 hold harmless **CLARK ELEVATOR** 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 **CLARK ELEVATOR** as a result of any and all such claims or actions against **CLARK ELEVATOR**, 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 **CLARK ELEVATOR** its officers, agents or employees or any other cause whatsoever. Purchaser hereby waives the right of subrogation. Indemnification limited to **\$1,000,000.00**.

Purchaser expressly agrees to name **CLARK ELEVATOR** as an additional insured under their general liability and excess (umbrella) insurance policies for the claims outlined above.

Purchaser's acceptance of this agreement and its approval by an executive officer of **CLARK ELEVATOR** 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 X – PRICES AND TERMS OF PAYMENT:

We promise to furnish and install the equipment covered in this proposal for the net sum of **Ninety-five Thousand and 00/100 Dollars (\$ 95,000.00).**

Payment Terms: 60% of the Contract Amount to accompany signed contract.

 25% Due upon delivery of equipment.

 10% Due upon substantial completion of elevator.

 5% “The Remainder” 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 **CLARK ELEVATOR**, 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.

In addition, by signing this contract you accept a five (5) year maintenance contract to be signed at time of this contract and to commence after the One (1) year warranty period.

Respectfully submitted: Richard Clark

In the event you have any questions regarding the content of this Proposal please contact me at (305) 363-5813. We appreciate your consideration. – Richard Clark.

Special Conditions and Notes:

ROCK CLAUSE

1) If conditions are encountered on the site which are subsurface or otherwise concealed physical conditions which differ materially from those contemplated, or physical conditions of an unusual nature are encountered and cause a furtherance to the Contractor in time or materials, the Contractor will be entitled to an equitable adjustment in the contract price, an extension of the completion date, or both, by change order. Furthermore, the Contractor will not be held responsible for any damage to the following:

Underground Sprinkler heads - Underground irrigation piping - Television Cable - Phone Cable – Low Voltage Cable, Cesspools/Septic Tanks or any buried utilities and/or devices not installed in accordance with local building codes or common practices.

This is followed by the following clause:

2) The owner will clearly identify boundaries of the property, shall provide surveys of the property describing physical characteristics, legal limitations and utility locations and/or cause the property to be staked if reasonably requested by the Contractor. The owner is obligated to provide notice of all concealed conditions, and shall provide and pay for water and electricity to the property

ACCEPTANCE

Approved By: Purchaser

Proposed: **CLARK ELEVATOR**

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____