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Date: 07.26.2023

PROPOSAL

Project Reference: Orchidea Hotel and Restaurant; 1350 Collins Avenue, Miami Beach Florida

Prepared for: Mustafa Erkoru, The Setai Miami Beach, 2001 Collins Avenue, Miami Beach Florida 33139

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Project Location: **Orchidea Hotel and Restaurant; 1350 Collins Avenue, Miami Beach Florida**

Product: Symmetry VPL ELP-120 (Indoor)

SCOPE: This proposal is intended to cover the complete furnishing of a Symmetry ELP Vertical Platform Lift and installation of equipment by Access Lifts Inc. Two pre-site visits will be conducted to check to verify work specified by construction drawing provided to the general contractor. Contract and shop drawings must precede site visits. All work shall be performed in a workmanlike manner and shall include all work and material in accordance with the following as specified herein:

Package Type: Symmetry VPL ELP-120 with Indoor Package (foot Print 55.5"x56.5")

Stops: 2

Door location: Same Side

Platform Size: 36" x 48"

Enclosure: Tubular Steel enclosure Ivory with Plexiglass Inserts

Drive: Hydraulic

Travel: 120" – to be field verified

Pit: 3"

Doors: Lower 80" Enclosure Gate and Upper 42" Enclosure gate, Both have plexiglass inserts and auto openers.

Additional included options: ADA Phone, emergency platform lighting, pit switch, stand-by power package.

- **Lift Permit and inspection, included on the scope of work of this proposal**

POWER & WORK BY OTHERS (TO BE SUPPLIED BY OTHERS):

- Dedicated 120 VAC with lockable/fusible disconnect
- Location of disconnect TBD by Access Lifts Inc.
- Phone Line: Standard dedicated analog phone line, monitored 24/7
- Attachment point brackets or support wall
- Support wall
- Concrete pad
- electrical

NOTE: all finish work, all electrical, all concrete work including pads and Support wall by others



ACCEPTANCE OF INSTALLATION: Delivery and installation of the Vertical Platform Lift is by Access Lifts Florida Inc. All other work, including but not limited to the hoistway construction, pit requirement, and power supply to the unit is not the responsibility of Access Lifts Inc. **All Engineering stamps, local building permits/inspections, additional drawings, custom details, calculations, x-ray or scanning for post tension, slab/concrete testing, special circumstances, or any associated fees are not included in this proposal and will incur extra charges if required (unless listed as provided in proposal).**

WARRANTY: Manufactures warranty 4-year limited parts warranty on the basic unit, including all electrical and drive components. We provide a one-year labor warranty that runs from the date of completion of the work. Any work required will be completed during normal working hours and days. No overtime work is included. Warranties provided by us and the manufacturer do not cover any parts or labor required as a result of misuse or vandalism or any other work performed by anyone other than Access Lifts Inc. personnel. Access lifts Inc. will not under this warranty reimburse purchaser or the owner for the cost of work done by others. This warranty is in lieu of any other liability for defects. Access Lifts Inc makes no warranty of merchantability and no warranties which extend beyond the description in this agreement, nor are there any other warranties, express or implied, by operation of law or otherwise.

We propose to furnish and install the equipment for this project for the net dollar amount specified below, and that this is satisfactory and hereby accepted. Access Lifts Inc is authorized to proceed with prevision of the equipment specified. I understand this order is subject to cancellation charges under the following schedule: 20% if cancelled prior to engineering work, 40% after engineering is complete, 70% if in production, and 100% if production is completed. All orders are subject to credit approval. 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 ½ % 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 attorneys fees, collection costs, or court costs in connection therewith.



PRICE ESCALATION: 09.01.2023

This proposal is submitted for acceptance and valid for **30** days from the date submitted by us. Once executed, the pricing is valid for **6** months from date of signature. If site is not available for installation before this time, Access Lifts Florida Inc. reserves the right to adjust pricing in accordance with manufacturing cost increases and Consumer Price Index (CPI).

This proposal, prepared for Elp-120 Indoor for **Orchidea Hotel and Restaurant; 1350 Collins Avenue, Miami Beach Florida** the property referenced above, when signed and accepted by the Purchaser and approved by a Representative of Access Lifts Florida Inc shall constitute exclusively and entirely the contract between parties, and all prior representations or agreements, whether written or verbal, not incorporated herein, are superseded. No changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties.

TOTAL PURCHASE PRICE: \$47,070.00 Permit and inspection included (DOES NOT INCLUDE ANY OTHER OPTION)

Payment Schedule:

40% at Signature of Contract, to issue Symmetry shop drawings

50% Prior to Equipment Release

10% at Completion

	Due Date	Payment %	\$ Amount	\$ Remaining
Deposit required		40%	\$ 18,828.00	\$ 28,242.00
To release to Production		50%	\$ 23,535.00	\$ 4,707.00
Upon Completion		10%	\$ 4,707.00	\$ -

<p>Access Lifts Florida Inc.:</p> <p>By: <u> Jim Jeschonek </u></p> <p>Title: Sales</p> <p>Date: <u> 09.01.2023 </u></p>	<p>Customer:</p> <p>By: _____</p> <p>(Signature of Authorized Representative)</p> <p>_____</p> <p>(Printed or Typed Name)</p> <p>Date: _____</p>	<p>Access Lifts Manager Approval:</p> <p>By: _____</p> <p>Title: Managing Director</p> <p>Date: _____</p>
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ESTIMATED LEAD TIMES (SUBJECT TO CHANGE)

1. **Drawings: 7-10 work days from signed contract and deposit payment received**
2. **Manufacturing: 12-16 weeks once drawings approved and release payment is received**
3. **Installation: 5-8 work days after delivery to job site**
4. **Inspection: 1 day**
5. **Turnover: same day as final payment received**

Please Note: All finish work, all electrical work all concrete work is by others,



ATTACHMENT "A"
VERTICAL PLATFORM LIFT
NEW INSTALLATION & EXISTING BUILDING
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, when applicable, properly framed and enclosed, and including a proper depth pit when required. Adequate supports and foundation to carry the loads of all equipment as specified. The hoistway shaft and enclosure are to be constructed and furnished to enclose the lift in accordance with local building codes. The shaft/enclosure shall allow for a uniform and level pit below the finished floor level of the bottom landing and an adequate overhead space above the floor at the top landing. Pit depth and overhead to be as required by manufacturer. If doors are of construction grade (non-enclosure type doors) doorjambes are to be rabbited for sheetrock. No casings are to be furnished inside the shaft. Shaft doors are to be solid core. If thresholds are furnished across the door openings, their width should be extended from door to edge of shaft.

Placement of the Lift in the Shaft: One full opening of the hoistway shaft is to be left open at the lowest level in order to allow Access Lifts Inc. to install the platform lift, unless otherwise agreed upon in writing. Provision is to be made to enable Access lifts Inc. to maneuver the platform lift to the designated location. All protection of finished surfaces surrounding the hoistway including ingress path is the responsibility of the owner/contractor during installation. Completion of Contractor related work must occur at the appropriate time during the lift installation.

It is agreed in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site, 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 contractor.

Provide OSHA compliant removable temporary enclosures or other protection (barricades and kickboards) from open hoistways during the time the lift is being installed. Proper placement of conduit, cutting and patching of walls, floors, etc., and removal of such obstruction as may be necessary for proper installation of the lift. Pockets or blockouts for landing controls.

Suitable connections from the power main to the controller/J-Box as required, including necessary circuit breakers and fused mainline disconnect switches per drawings and N.E.C. (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. Owner/General Contractor to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Any governmentally required safety provisions not directly involved for lift installation.

Furnishing, installing and maintaining the required fire rating of hoistway walls, including the penetration of fire well by lift fixture boxes, is not the responsibility of the elevator contractor.

All painting, except as otherwise specified.

Composite cleanup crews will not be provided. Elevator contractor will be responsible for own housekeeping. General Contractor to provide adequate refuse receptacle.

Costs for additional inspections of the lift equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor or for assisting others inspection equipment installed by others.

Owners/General Contractor agrees to provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the lift equipment at the time of delivery will be at contractor's expense.

Should unusual conditions be encountered during installation, contractor will be notified immediately and written authorization to proceed shall be obtained by Subcontractor. The contract price shall be increased by the amount of additional labor at Subcontractor's usual billing rates, and the actual cost of any additional material plus 15%.