



Port Everglades Department
SEAPORT ENGINEERING & FACILITIES MAINTENANCE DIVISION
1850 Eller Drive • Fort Lauderdale, Florida 33316 • 954-468-0142 • FAX 954-468-3436

MEMORANDUM

TO: Brenda Billingsley, Director of Purchasing
Randy Plunkett, Purchasing Agent Sr. *1/8/2020*

THRU: Glenn Wiltshire, Acting Director, Port Everglades Department *[Signature]*

THRU: John Foglesong, P.E., Director, Seaport Engineering and Facilities Maintenance Division *[Signature]*

THRU: Harris Hamid, P.E., Assistant Director, Seaport Engineering and Facilities Maintenance Division *[Signature]*

FROM: Mike Saltzman, P.E., Construction Project Management Supervisor *MS*

DATE: December 31, 2019

SUBJECT: Request for Emergency Contract Threshold Increase
Oracle Elevator and Escalator Maintenance and Repair
Port Everglades Contract, Solicitation No. BLD2116389B1_1

Please allow this memorandum to serve as our request to increase the threshold for the Oracle Elevator and Escalator Maintenance and Repair Contract for immediate needs associated with the ongoing repair and maintenance of the elevator/escalator systems at Port Everglades. This contract was awarded by the Board on March 5, 2019 (Item No. 36) with an initial 2-year term for an amount of \$1,913,800. Included with the budget was a pass-through allowance for parts and materials not to exceed \$60,000 per year, or \$120,000 for the initial term. Due to the age and existing condition of the elevator/escalator equipment in the buildings at Port Everglades, as well as the harsh salt air environment and heavy passenger loads, significant repairs are immediately necessary, and the contract ceiling provided in the current agreement is insufficient to maintain the elevator systems in proper working order. Based on the projected needs as described below, we estimate that a \$1,200,000 increase to the contract ceiling is required for the remaining period of the initial term.

We will need to increase funds for labor and materials for the duration of the contract to ensure there are minimal disruptions to passenger needs. Based upon the projected needs, it is

estimated that an additional \$500,000 will be required to fund the remainder of the initial two year term of the contract.

Additionally, we have become aware of the need to immediately retrofit four critical elevators that continually fail due to their deteriorated condition and operational requirements to support the business needs of the Port. We have received detailed estimates from Oracle to address these four elevators (see attached):

- Elevator #1 – Terminal 29 (BCID: 01-08644)
Cost to repair - \$34,535.00
- Elevator #7 – Harbor Master Tower (BCID: 57740)
Cost to Repair – \$229,431.00
- Elevator #1 – Building 611 (BCID: 6978)
Cost to Repair – \$94,279.00
- Elevator #1 – Building 27 (BCID: 42907)
Cost to Repair – \$116,725.00

The total estimate for these four elevators is \$474,970. These estimates include costs for labor, material and bond premium. We would like to include a 5% contingency for unforeseen issues that may arise, so our request to address these elevators at this time is an additional \$500,000.

Further, Terminal No. 25 was newly constructed and not included in the original bid for this contract. The warranty period for the six elevators and four escalators within the terminal expired in October 2019. This equipment needs to be added to the preventative maintenance (PM) equipment schedule for the remainder of the contract period. The contractor has provided a proposal for this preventative maintenance, in line with other pricing items in the contract. The proposed cost for these ten pieces of equipment is \$5,890 per month. The extended price for this item to reach the expiration date of January 31, 2021 (15 months) is \$88,350. The agreement will need to be amended to address these additional pieces of equipment.

Lastly, in order to ensure that all parts and materials are secure until such time as the contractor has finished and inspected any repair work, it will be necessary to include a bond premium for any work performed. Based upon the magnitude of the repair work estimated in this increase, the bond line item should be \$30,000 (\$1,000,000 @ 3%). Any work performed on this equipment above and beyond regular maintenance activity requires construction permits. There was an allowance of \$3,000 per year for permits, or a total of \$6,000 for the contract period of 2 years. Based upon the magnitude of repairs estimated in this increase, the permit allowance item should be increased to \$50,000 (\$1,000,000 @ 5%).

Brenda Billingsley, Director of Purchasing
Randy Plunket, Purchasing Agent, Senior
Request for Emergency Contract Threshold Increase
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In summary, the total request for this contract threshold increase is \$1,200,000. As this overall request is greater than the authority of the Purchasing Director, the full threshold increase will require approval by the Board of County Commissioners (BOCC). However, in order to meet our immediate emergency needs, we are requesting that the Purchasing Director approve a \$400,000 increase to the contract threshold to be distributed among the following line items:

- Terminal 25 Maintenance.....\$117,800 (funds PM for balance of contract)
- Bond Premium.....\$ 15,000 (50% of threshold increase bond)
- Permit Premium.....\$ 19,000 (50% of threshold increase permit)
- Material.....\$248,200 (balance of emergency increase)

The remaining \$800,000 necessary for the final threshold increase will be addressed in a BOCC Agenda Item.

Should you have any questions or need anything further, please feel free to contact me at (954) 468-0155.

cc: David Anderton, Acting Deputy Director, Port Everglades Dept.
Jeff White, Acting Director, Operations Division
Jouvans Adrien, Seaport Engineering & Facilities Maintenance Div.



Customer: 5051-1212
Estimate # O-002750
Date: 11/20/19

Port Everglades Terminal #29
2200 SE 35th St
Fort Lauderdale, FL 33316

Elevator #1: **BCID: 01-08644**

Oracle Elevator Company
2315 Stirling Road
Fort Lauderdale, Florida 33312

Johnathan Ruiz
Account Manager
Tel: 954-816-3149
Fax: 954-965-1520
Cell: 954-562-9771
Johnathan.ruiz@oracleelevator.com

Oracle Elevator will provide the necessary labor and materials for the following work to be completed on the above referenced elevator.

Scope of Work:

- File Permit with Jurisdictional Authority.
- Remove existing cylinder, piston and jack head.
- Furnish Install new 6" cylinder, new piston and new head.
- Hang car, pull piston, remove old jack, clean out hole.
- Install new 8" PVC liner with water tight cap.
- Install new 6" cylinder (28' 6" length) with double bottom.
- Install new 4.500" X 6" head on cylinder.
- Install new 5" pit channels and plumb jack.
- Install 2" victaulic rubbers at jack & replace oil line.
- Install new Ball valve at jack head.
- Install new piston 4.500" X 29' long (4,000 lb capacity)
- Replenish up to 10 gallons of AW32 hydraulic oil as needed
- Connect piston to car. Test run car #1 to ensure smooth operation.
- Close permit to ensure code compliance.
- Return unit to normal operation.

COST BREAKDOWN:

Scope of Work

Elevator #1 (BCID: 01-08644)

Labor

Mechanic: 40 Hours x \$195.00 = \$7,800.00

Helper: 40 Hours x \$158.00 = \$6,320.00

Total Labor: \$14,120.00

Material: \$20,065.00

Permit: \$250.00



TOTAL PRICE: THIRTY-FOUR THOUSAND, FOUR HUNDRED THIRTY-FIVE AND 00/100 DOLLARS. (\$34,435.00)

TAXES, PERMITS, TESTING, AND FEES

We included taxes where applicable, permits, testing requirements and testing fees.

WORKING HOURS

All work is based on the normal working and overtime hours are considered.

ACCEPTANCE

A returned copy of the proposal, properly signed and dated and approved by Oracle Elevator shall constitute the contract between us and will be our authorization to order materials and schedule the work.

PAYMENT SCHEDULE

- 1. 100% upon completion

CONTACT

Please direct any questions or areas of concern to the undersigned.

It is understood that Oracle Elevator (the "Company") will arrange to install the material necessary to complete your job and shall be upon you or your authorized representative signing the final acceptance that the installation is satisfactory and complete. You agree to pay the Company the amount specified above which will cover the costs of labor and materials. Should it become necessary to collect any of the money due us under this agreement with you, through an attorney, then you shall pay all cost of collections, including a reasonable attorney's fee. Any changes made by you in the above specifications necessitating additional labor or materials shall not be included or covered by this proposal, but shall be provided for in a separate and additional signed agreement by both parties. There shall be no liability for delays due to causes beyond our control. Accounts in arrears thirty (30) days will be assessed a monthly service charge of 1.5% This proposal and payment agreement shall be the whole agreement between the parties and shall not be altered except by written agreement. In consideration of the performance of the services and the furnishing of the materials, it is expressly understood that the Company assumes no liability for accidents, injuries to persons or damage to property occurring on or near any part of the elevator system which is the subject of this Agreement regardless of the cause of any such accident, bodily injury or property damage and regardless of any negligence upon the part of the Company, its employees or officers. You agree to indemnify, defend, and hold harmless the Company, its officers, agents and employees from and against any and all claims, demand, suits and proceedings brought against the Company or its officers, directors, or employees of any nature whatsoever, including but not limited to claims and lawsuits for losses of any kind, property damage, personal injury or death that are alleged to have arisen from or alleged to be connected with the presence, use misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this Agreement, specifically including claims or losses alleged or proved to have arisen from the partial or sole negligence of the Company or its officers, directors, or employees. You expressly agree to name Oracle Elevator as an additional named insured on your liability insurance policies. It is understood that the elevator, at all times, is owned by you and that you are solely responsible for its safe operation.

Proposed:


Johnathan Ruiz
Account Manager
Oracle Elevator
Date: November 20, 2019

Accepted:

Name: _____
Title: _____
Port Everglades Terminal #29
Date: _____



ELEVATOR MODERNIZATION AGREEMENT

Traction Elevator Modernization

Purchaser: Port Everglades
Attn: Public Works
1850 Eller Dr., 6th Floor
Fort Lauderdale, FL 33316 |

Location: Harbor Master Tower
Port Everglades
Elevator #7
Fort Lauderdale, FL 33316 |

By: Oracle Elevator Company
2315 Stirling Road
Ft. Lauderdale, FL 33312
Cellular: (984) 292-7727
Email: Robert.desimone@oracleelevator.com
Internet: www.oracleelevator.com

Date: October 30, 2019 |

Estimate: TBD

INITIALS: ____

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INITIALS:

PART 1 – GENERAL

This proposal covers the complete modernization of the elevator located at The Harbor Master Tower In Port Everglades. All work will 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 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.

- 1.01 All work will be performed in accordance with the most applicable edition of the National Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ASME 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 may be applicable.
- 1.02 Drawings. Oracle Elevator will prepare drawings and/or cut sheets at company's sole discretion, showing the general arrangement of the elevator equipment.
- 1.03 Permits, taxes and licenses. All applicable permit, taxes, and licensing fees are included in this proposal.
- 1.04 Maintenance service. The existing maintenance contract will stay in effect.
- 1.05 Wiring diagrams. Two (2) complete sets of "made final" wiring diagrams including input and output signals will be furnished to the Purchaser.
- 1.07 Keys. Two (2) keys for each key switch specified will be furnished to the Purchaser.

PART 2 – EQUIPMENT AND SUMMARY OF WORK

QUANTITY:	1	MOTION CONTROL:	New AC VVVF Drive
CAPACITY:	2,500lbs	POWER SUPPLY:	Retain
SPEED:	200 fpm	LOGIC CONTROL:	New
STOPS:	5 floors	CAR ENCLOSURE:	Retain
OPENINGS:	5	SIGNAL FIXTURES:	New
CAR SIZE/PLATFORM:	Existing	DOORS:	New
CLEAR INSIDE:	Existing	ENTRANCES:	Retain
TRAVEL:	70"	DOOR OPERATION:	New
MACHINE:	Clean	MOTOR:	Retain

PART 3 - MODERNIZATION EQUIPMENT FEATURES

- o CAR
 - Furnish and install new car guide rollers. Adjust car guide assemblies
- o CAR ENCLOSURE

INITIALS:

- Furnish and install new car side door sill.
- Furnish and install new cab interior consisting of the following:
 - Three rear & two side extruded standard laminate walls (owner to select finish)
 - Framed downlight ceiling light featuring six (6) LED lights
 - 2" flat handrail with curved ends finished in brushed stainless steel #4
 - Front and transom finished in brushed stainless steel #4
 - Reveals, kickplate and crown finished in brushed stainless steel #4
 - Center part cab door finished in brushed stainless steel #4
- Furnish and install new hooks and pads (owner to select finish).
 - CAR SIGNAL FIXTURES
- Furnish and install new applied car operating panel finished in brushed stainless steel #4, at proper code and ADA height. Car operating panels will include:
 - Giotto 7" Graphical position indicator with voice annunciator
 - Door open, door close buttons
 - Independent service key switch
 - ADA emergency phone, hands free
 - Fan / light key switch
 - Alarm button
 - Fire cabinet - 2010
 - Emergency light, charger & battery
 - Fire service instructions
 - Code required denotation
- Furnish and install new LED car riding lantern finished in brushed stainless steel #4 with ADA compliant audible floor passing signals. |
 - CONTROL & DRIVE SYSTEMS
- The controller, Pixel manufactured by Elevator Controls, is a serial link closed loop variable voltage variable frequency type automatic featuring two-way leveling. The controller will have a solid state AC motor drive. The solid state power control shall be closed-loop design and shall provide the power output for the AC hoist motor. It shall be a compact self-contained unit that will provide step-less acceleration and deceleration and provide regulation at all speeds. The controller shall provide the required electrical operation of the elevator control system including the automatic application of the brake, which shall bring the car to rest upon failure of power. **This controller is NON-PROPRIETARY and can be serviced by any competent traction elevator mechanic.**
- Furnish and install new Cartop Inspection Station.
- Furnish and install new Upper and Lower Limit Switches.
- Furnish and install new Selector.

INITIALS:

- DOORS & ENTRANCES
 - Furnish and install GAL MOVFR II door operator that features state-of-the-art closed loop feedback control. The closed loop feature allows for constant monitoring of the speed and location of the doors during any position of travel, providing smooth and consistent opening and closing motion.
 - Furnish and install the following GAL car side door equipment:
 - Cab Doors finished in brushed stainless steel #4
 - Track, header and rollers
 - Car gate
 - Car door clutch
 - Proximity edge
 - Furnish and install the following GAL hoist side door equipment:
 - Hoist Doors finished in brushed stainless steel #4
 - Track and steel headers
 - Hanger rollers, pickup rollers
 - Interlocks
 - Reel closers
 - Door gibs
 - Adjust all doors for smooth operation.
- GOVERNORS AND SAFETIES
 - Furnish and install new governor, tension weight and governor guard.
 - Adjust governor for proper performance.
 - Clean and test car safeties - adjust for proper performance as needed.
- HALL SIGNAL FIXTURES
 - Furnish and install new surface mount brushed stainless steel #4 hall push-button stations with key switches and light up push buttons at the proper code and ADA height. Lobby station will feature graphic position indicator.
 - Furnish and install code required hoist-way entrance jamb Braille. There will be two (2) per entrance frame and they will be located 60" above the finished floor.
- MACHINES & MOTORS
 - The existing machine will be retained, machine oil will be replaced, and case / beams will be thoroughly cleaned. Machine service will be completed per manufacturer's recommendation.
 - Furnish and install new rope gripper per code.
 - Furnish and install rope oiler.
- PIT EQUIPMENT
 - Clean and paint pit channels.
 - Clean and refurbish car and counterweight buffers as needed.

INITIALS:

- Counterweights and frame will be cleaned and re-used.
- Furnish and install new pit switch and pit flood switch.
- Clean and paint elevator pit.
- Existing rails will be cleaned and balanced.
- All ropes will be properly adjusted and a new Category 5 test performed.

3.01 WIRING

- Furnish and install new machine room and hoist-way wire, existing raceways and conduit to be replaced as needed.
- Furnish and install new car wiring.
- Furnish and install new traveling cable. Additional pairs will be provided for owner's use.

3.02 MISCELLANEOUS WORK

- Furnish and install new pit ladder as required by code.
- Furnish and install new toe guard as required by code.
- Furnish and install cartop railing as required by code.

PART 4 – INSTALLATION SEQUENCE AND SCHEDULE

o WORK HOURS

All work will be performed during regular working hours of regular working days as is customary in the elevator industry (8:00am – 4:30pm)

o OUT OF SERVICE

The elevator will be removed from service at a time in the performance of the work as specified.

o SCHEDULE

Prior to commencing work, a work schedule will be submitted to the Purchaser. Work will not commence until the schedule has been mutually agreed, in writing, to by both Parties. At the time this proposal was drafted, the following lead time and schedules are considered upon contract execution:

Phase 1 – Engineering & Drawings:	2 Weeks
Phase 2 – Material Arrival:	10 Weeks
Phase 3 – Substantial Completion of Car :	4 Weeks*
Phase 4 – Final Inspection & Turnover:	2-4 Days
*This is an expedited installation schedule	

INITIALS:

PART 5 – TESTS

o EMERGENCY FIRE SERVICE

Perform Phase I and Phase II Fire Service tests to conform to applicable codes.

o REQUIRED TESTS

All required tests are to be performed during the regular working hours of the elevator trade. Should the Purchaser require these tests to be performed outside the regular working hours, there will be an added cost to the quoted contract amount.

o TEST REPORTS

Completed copies of test reports will be provided to the Purchaser.

PART 6 - CLEAN UP, INSPECTION, & REMOBILIZATION

o CLEAN UP

Oracle Elevator will remove all 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, clean appearance.

6.02 INSPECTION

All materials and workmanship will be subject to inspection or testing. The Purchaser will have the right to reject defective or inferior material or workmanship installed under this contract and may require the correction of such without additional cost to the Purchaser.

6.03 REMOBILIZATION

The performance of the work hereunder is conditioned on your performing of the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

PART 7 – WORK NOT INCLUDED

This proposal does not include the following work, and is conditioned on the proper performance of such work by the Owner.

A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, and as required and dewatering of pit(s) when necessary. A legal machine room(s), 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 90 degrees Fahrenheit maximum, non-condensing. Adequate supports and foundations to carry the loads of all equipment, including support for guide rail brackets. Adequate bracing of entrance frames to prevent distortion during wall construction. When required, divider beams at suitable points shall be provided for guide rail bracket support.

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 contractor.

All sill supports, including steel angles where required, and sill recesses (if sill angles not supplied by Elevator Contractor) and the grouting of door sills. Provide O.S.H.A. compliant removable temporary enclosures or other protection (barricades and kickboards) from open hoistways during the time the elevator is being installed

INITIALS:

(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 blockouts 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. 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 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.

The contractor will provide a temporary 220 VAC - 30 amps single phase terminal with disconnect for each traction elevator in the machine room(s) and within 50 feet of the machine room(s) for hydraulic elevators at the start of the job for temporary operation of work platform.

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 a dedicated line and monitored 24 hours. Instrument in cab by others. One additional telephone line per group of elevators for diagnostic capability wired to designated controller.

Emergency power supply with automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller. Electrical cross connection(s) between elevator machine rooms for emergency power purposes is/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 fire wall by elevator fixture boxes, is not the responsibility of the elevator contractor. Flooring and/or installation of flooring by others.

The Owner is 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).

Costs 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 Owner 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 Owner agrees to provide a crane to Contractor, at no cost, to hoist elevator equipment as needed.

Composite clean-up crews will not be provided. We will be responsible for our own housekeeping.

All existing equipment removed by company shall become the exclusive property of company.

PART 8 – 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 acceptance of this order or the manufacture, delivery or installation of the equipment.
2. It is agreed that our workmen 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 provisions is being violated. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCB's or other hazardous substances, caused by individuals other than our employees, or those of our subcontractors, you agree to

INITIALS:

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 working 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. A dry and protected area, conveniently located to the elevator hoistway, 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. Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished upon request.
6. We shall not be liable for any loss, damage or delay caused by acts of Government, strikes, lockout, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God, or any cause beyond our reasonable control, and in no event shall we be liable for consequential damages.
7. Should loss of or damage to our material, 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.
8. 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.
9. 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. In the event an attorney is engaged to enforce and collect payment due, hereunder either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this agreement to be in (Broward County, FL) or in any other county of ORACLE ELEVATOR's choice.

The rights of ORACLE ELEVATOR under this agreement shall be cumulative and the failure on the part of the company to exercise any rights given thereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ORACLE ELEVATOR in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Purchaser's acceptance of this agreement and its approval by an executive officer of ORACLE 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, this proposal and contract is hereby accepted.

INITIALS: _____

PART 9 – TERMS & CONDITIONS

All work shall be performed 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 is 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/or Service Agreement and be bound by the terms and conditions thereof. A copy of this form will be furnished on 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 materials and workmanship for a period of 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 warranty 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 provided 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 will 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, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extensions thereof, shall have been 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.

Oracle Elevator Service Company 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. Oracle Elevator Service Company support Equal Employment Opportunity and Affirmative Actions Compliance programs.

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. Any payments not paid when due shall bear interest at legal rate in force at the place of the project.

INITIALS:

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 the value as estimated by us, based on the contract price, of the uncompleted portion.

Purchaser expressly releases, discharges and acquits ORACLE ELEVATOR 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), hatchways(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 any other person or entity whatsoever claiming against ORACLE 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 negligent acts or omissions of ORACLE 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 save harmless ORACLE 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 ORACLE ELEVATOR as a result of any and all such claims or actions against ORACLE 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 ORACLE ELEVATOR, its officers, agents or employees or any other cause whatsoever.

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

THIS SECTION INTENTIONALLY LEFT BLANK

INITIALS:

PART 10 – PRICE AND PAYMENT SCHEDULE

BCID: 57740

Labor

Mechanic Regular Time: 240 Hours x \$195.00 = \$46,800.00

Helper Regular Time: 240 Hours x \$158.00 = \$37,920.00

Mechanic Over Time: 156 Hours x \$255.00 = \$39,780.00

Helper Over Time: 156 Hours x \$190.00 = \$29,640.00

Total Labor: \$154,140.00

Material: \$68,700.00

Permit: \$500.00

Shipping: \$2,700.00

Payment & Performance Bond: \$3391.00

Total Cost: \$229,431.00

BASE PRICE: TWO HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED THIRTY ONE AND 00/100 DOLLARS (\$229,431.00)

PAYMENT SCHEDULE

1. 50% of Material Value and Shipping will be due upon contract execution.
2. 50% of Material Value and Permit Fee will be due upon delivery to jobsite or Oracle Elevator's local warehouse (if job site condition does not permit).
3. 100% of Bond cost will be due upon contract execution.
4. Labor Value to be progress-billed on a monthly basis based upon percentage of labor completed. ¹

FOR ORACLE ELEVATOR CO:

FOR PURCHASER:



(Signature of Oracle Representative)

(Signature of Authorized Representative)

Robert J. DeSimone

(Printed or Typed Name)

(Printed or Typed Name)

General Manager

(Title)

(Title)

10/30/19

(Date)

(Date)

ORACLE ELEVATOR COMPANY APPROVAL

By: _____
(Signature)

Title: _____

Date: _____

INITIALS:

MODERNIZATION UPGRADES/GUIDELINES CHECKLIST

This check list is only intended as a guideline for Owner/Contractors based upon our experience with inspectors and knowledge of applicable code. Local authorities having jurisdiction can make additional requests.

- Provide GFCI duplex outlets in the machine room and pit.
- Provide permanently installed electric lighting in machine room with a lighting intensity of at least 200lx (19 fc) at the floor level.
- Provide separate outlet (GFCI) for sump pump in pit.
- Existing sump pump may not drain into the sewer system. Must have a suitable cover, Dedicated GFCI power supply and a visible outlet to a 55 gallon drum or approved oil separator.
- The pit lighting shall provide an illumination of not less than 100lx (10 fc) at the pit floor.
- Provide a class ABC fire extinguisher; to be located within reach of machine room doorway.
- Remove all foreign pipes, wiring, material, and electrical switches such as hallway lights from machine room, that are not directly related to the elevator. Nothing that invites anyone into the room but licensed elevator personnel is allowed. No alarm panels, security systems, fire panels, light switches, plumbing shut off valves, etc. are allowed in this room.
- Insure that the room rating is secure. Inspector may not allow drop ceilings or other means of "hiding" pipes, wiring, etc.; any holes in machine room walls must be repaired.
- 120 VAC Cab Lights disconnect adjacent to Main Line Disconnect of the opening side of the machine room door.
- Main Line Disconnect shall have a means to be locked in the "off" position and cannot be opened while in the "on" position. Dual element slow blown fuses and rejection clips are required by National Electric Code. Disconnect must have auxiliary contact to disconnect emergency rescue device if such rescue device is being installed. Disconnect will need to be properly grounded.
- Each enclosed elevator lobby must have an automatic means of fire detection regardless of ambient conditions, at all floors. Have your alarm company speak with us before they bid the job.
- Install smoke and heat rise sensors per code. Supervisory panel may not be located in the machine room. Provide dry contact closure from all three zones inside or adjacent to elevator controller.
- Provide proper clear, safe access to the machine room.
- Install dedicated telephone line for Elevator Emergency Telephone Service in the car and provide an on-demand, authorized personnel with information that identifies the building location, elevator number and assistance is required.
- Machine room door must be self-closing, self-locking and fire rated to 1.5 hours.
- Provide HVAC per code requirements.
- Provide light protection in machine room and elevator.

INITIALS:



DATE: October 30, 2019

CLIENT:
Port Everglades
Attn: Public Works
1850 Eller Dr 6th
Ft. Lauderdale, FL 33316

VENDOR:
Oracle Elevator Company
2315 Stirling Rd.
Ft. Lauderdale, FL 33312

PROJECT LOCATION:
Port Everglades
Building 611
Elevator #1
Ft. Lauderdale, FL 33316

ESTIMATE:
RD-02

SERIAL NUMBER:
06978

HYDRAULIC ELEVATOR CONTROL SYSTEM

Oracle Elevator proposes to furnish the necessary labor and materials to provide the non-proprietary hydraulic microprocessor-based control system as described herein. This proposal is specifically tailored to meet the particular needs of modernizing hydraulic elevators. The system is integrated with serial link communication featuring discrete wiring.

ELEVATOR EQUIPMENT SUMMARY

Capacity & Car Speed	2000 lbs. / 100 fpm
Stops & Openings	3 / 3
Power Unit consisting of: Tank, Motor, Pump, Muffler, Valve & Hydraulic Oil	New Power Unit
Control System	New SMARTRISE – Microprocessor
Starter Configuration	New Solid State Starter

HYDRAULIC ELEVATOR MODERNIZATION

Pit stop switch	New
Hoistway Access Switches	As required by code
Car top Inspection Station	New
Battery Lowering Device	Included
Single Car Operating Panel	New LED light, Vandal Resistant, Fixture With Stainless Steel #8 finish
Communications	New hands free ADA Phone
Car Position Indicator	New LED Car Position Indicator within COP (Car Operating Panel)
Braille	New on COP & Hoistway door frames
Floor Passing Chime	New, ADA compliant chime
Emergency Lighting	New Car Operating Panel Emergency Lighting
Hall Call Button Stations	New Surface Mounted call station, SS#8 finish with LED light bulbs
In-car Travel Lantern	New
Car Slide Guides	New
Car Frame	New
Door Operator(s)	New GAL "Closed Loop" Door Operator
Interlocks	New
Door Restrictors	New
Door Protection	New Infrared Light Curtains
Car Door Tracks & Hangers	New
Car Door Panel	New, finished in brushed stainless steel #4
Hoistway Tracks & Hangers	New

HYDRAULIC ELEVATOR MODERNIZATION

Hoistway Doors	New, finished in brushed stainless steel #4
Hoistway Door Closers	New
Machine Room Location	Remote @ 1 st Floor
Hoistway Limit Switches	New
Traveling Cables	New
Hoistway Wiring	New
Cab Interior	Allowance of \$10k (labor & materials) *Included in total price.*
Toe Guard	New (if needed)
Pit Ladder	New (if needed)
Maintenance Contract	Existing Maintenance Contract or via separate proposal (if requested).

TERMINOLOGY EXPLANATION:

“Retain”: Equipment will be retained in the same working order currently found when the project was accepted. Any problems with this equipment while completing the modernization will require a change order to repair

Refurbish “As New”Equipment will be cleaned, adjusted and repaired as necessary during the Modernization process

Refurbish “As Needed” Same as Refurbish “As New”, but at the elevator Contractor’s discretion.

“New”: Completely new units to replace the existing will be installed as part of the modernization. These units may be identical to the existing or replacements from different manufactures unless listed.

“By Others”: This work is to be completed by contractors other than the Oracle Elevator. The work must be completed, scheduled, and paid for by the building management. This work must be scheduled with the elevator contractor and must be completed before inspections on the modernized elevators can be completed.

HYDRAULIC ELEVATOR MODERNIZATION

CLARIFICATIONS

1. Our proposal is based on mutually agreeable terms and conditions, with neither party liable for special, indirect, consequential, or liquidated damages.
2. Cab interior can be purchased for an extra cost from Oracle Elevator but is not included in this scope of work.
3. Building must modify machine room for applicable code requirements.
4. Proposal price is valid for 60 days.
5. Oracle Elevator can accept a 10% variation of mainline from the norm. 5% above to 5% below the specified mainline voltage.
6. Storage and parking for Oracle Elevator personnel to be provided at no charge to Oracle Elevator.
7. If requested, we will provide a separate Owners and Contractors Protection Policy, in lieu of naming others as additional insured.
8. The equipment that we install includes a 12-month manufacturer's warranty which becomes void should others work on the equipment.

MODERNIZATION SCHEDULE

Prior to commencing work, a work schedule will be submitted to the Purchaser. Work will not commence until the schedule has been mutually agreed, in writing, to by both Parties. At the time this proposal was drafted, the following execution lead time and schedules are considered upon contract:

Phase	Time Period
Phase 1 – Engineering & Drawings:	4 -5 weeks
Phase 2 – Material Arrival:	10 -12 weeks
Phase 3 – Substantial Completion of Car #1:	4 Weeks
Phase 4 – Final Inspection:	1 Day(s)

TESTING

EMERGENCY FIRE SERVICE

Perform Phase I and Phase II Fire Service tests to conform to applicable codes.

REQUIRED TESTS

All required tests are to be performed during the regular working hours of the elevator trade. Should the Purchaser require these tests be performed outside the regular working hours, there will be an added cost to the quoted contract amount.

CLEAN UP, INSPECTION, & REMOBILIZATION

CLEAN UP

Oracle Elevator will remove all debris resulting from work on this contract. In addition, we will remove all equipment and unused materials in order to restore premises to a neat and clean appearance.

INSPECTION

All materials and workmanship will be subject to inspection and testing. The Purchaser will have the right to reject defective or inferior material or workmanship installed under this contract and may require the correction of such without additional cost to the Purchaser.

REMOBILIZATION

The performance of the work hereunder is conditioned on your performing of the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any.

Should Oracle Elevator be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

WORK NOT INCLUDED

This proposal does not include the following work, and is conditioned on the proper performance of such work by the Owner.

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 90 degrees Fahrenheit maximum, non-condensing.

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 contractor.

The current main line piping and wiring from the disconnect to the new controller location may need to be relocated to accommodate the new controllers. The main power elevator disconnects must be code compliant, fused or breakers, and must be lockable in the off position. The disconnects must be located within clear site of each elevator motor. A ground wire must be added if it does not already exist. A single 110 circuit must be run to each controller for the cab lighting (Per N.E.C. Articles 620-22 and 620-51). This circuit must be run through a disconnect or switch that is lockable in the on or off position. The location of this switch must be coordinated with the elevator mechanic on site. If there are sprinklers in the elevator machine room, a means must be provided 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. This means shall not be self-resetting. All Outlets in the machine room and/or the pits must be retrofitted with GFI outlets per code.

Heat and smoke sensing devices at elevator lobbies on each floor and in the elevator machine room with normally closed dry contacts terminating at a location in the elevator controller (specified by Oracle Elevator). As a result of modernizing your elevator, "main floor" and "Alternate floor" fire recall may be required by Code. Smoke detectors must be installed if not currently operating, at every lobby, the machine room, and the hoistway (if sprinklers are present). If sprinklers are altered or installed in the machine room and or the hoistway as part of the modernization, a heat detector must be installed within 18" of every sprinkler head in the machine room and the hoistway overhead. These heat detectors must activate a shunt trip disconnect located outside the elevator machine room, to remove all of the three phase elevator power prior to the power entering the machine room. Code requires a single phone line per elevator to be run in conduit to each controller. This line must be a normal dial tone outside line. Telephone connection to elevator controller (must be a dedicated line and monitored 24 hours. Instrument in cab by others.

Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Temporary elevator service, and associated fees, prior to completion and acceptance of complete installation have not been included. Flooring and/or installation of flooring by others.

Any and all cutting and patching, including fire-stops, that is required for the installation of this equipment, including but not limited to cutting walls for installation of new fixtures.

Remote wiring to outside alarm bell as requested by the Safety Code for Elevators and Escalators (ASME 17.1) (where applicable).

Costs 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 Owner agrees to provide a dry and secure area adjacent to the hoistway 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

HYDRAULIC ELEVATOR MODERNIZATION

relocation of the equipment as directed by the contractor after its initial delivery will be at contractor's expense. All existing equipment removed by company shall become the exclusive property of company.

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 acceptance of this order or the manufacture, delivery or installation of the equipment.
2. It is agreed that our workmen 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 provisions is being violated. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCB's 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 working 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. A dry and protected area, conveniently located to the elevator hoistway, 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. Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished upon request.
6. We shall not be liable for any loss, damage or delay caused by acts of Government, strikes, lockout, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God, or any cause beyond our reasonable control, and in no event shall we be liable for consequential damages.
7. Should loss of or damage to our material, 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.
8. 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.
9. 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. In the event an attorney is engaged to enforce and collect payment due, hereunder either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this agreement to be in (enter county and state) or in any other county of ORACLE ELEVATOR's choice.

The rights of ORACLE ELEVATOR under this agreement shall be cumulative and the failure on the part of the company to exercise any rights given thereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ORACLE ELEVATOR in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

HYDRAULIC ELEVATOR MODERNIZATION

Purchaser's acceptance of this agreement and its approval by an executive officer of ORACLE 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, this proposal and contract is hereby accepted.

TERMS & CONDITIONS

All work shall be performed 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 is 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.

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 materials and workmanship for a period of one 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 warranty 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 provided 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 will 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.

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

Oracle Elevator Service Company 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

HYDRAULIC ELEVATOR MODERNIZATION

41 CFR Chapter 60. Oracle Elevator Service Company support Equal Employment Opportunity and Affirmative Actions Compliance programs.

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. 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 the value as estimated by us, based on the contract price, of the uncompleted portion.

Purchaser expressly releases, discharges and acquits ORACLE ELEVATOR 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), hatchways(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 any other person or entity whatsoever claiming against ORACLE 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 negligent acts or omissions of ORACLE 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 save harmless ORACLE 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 ORACLE ELEVATOR as a result of any and all such claims or actions against ORACLE 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 ORACLE ELEVATOR, its officers, agents or employees or nay other cause whatsoever.

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

HYDRAULIC ELEVATOR MODERNIZATION

PRICE AND PAYMENT SCHEDULE

MOD Breakdown:

BCID: 6978
Labor
Mechanic: 148 Hours x \$195.00 = \$28,860.00
Helper: 148 Hours x \$158.00 = \$23,384.00
Total Labor: \$52,244.00
Material: \$38,990.00
Permit: \$250.00
Shipping: \$1,400.00
Bond: \$1395.00
Total Cost: \$94,279.00

BASE PRICE: NINETY FOUR THOUSAND TWO HUNDRED SEVENTY NINE AND 00/100 DOLLARS (\$94,279.00)

NOTE: Price does not include sales tax.

PAYMENT SCHEDULE

1. 50% of Material Value and Shipping will be due upon contract execution.
 2. 50% of Material Value and Permit Fee will be due upon delivery to jobsite or Oracle Elevator's local warehouse (if job site condition does not permit).
 3. 100% of Bond cost will be due upon contract execution.
 4. Labor Value to be progress-billed on a monthly basis based upon percentage of labor completed
- All payments are due and payable upon receipt of invoice.

FOR ORACLE ELEVATOR CO:

Robert J. DeSimone
 (Signature of Oracle Representative)
Robert J. DeSimone
 (Printed or Typed Name)
General Manager
 (Title)
10/30/2019
 (Date)

FOR PURCHASER:

 (Signature of Authorized Representative)

 (Printed or Typed Name)

 (Title)

 (Date)

ORACLE ELEVATOR COMPANY APPROVAL

By: _____
 (Signature)
 Title: _____
 Date: _____

MODERNIZATION UPGRADES/GUIDELINES CHECKLIST

This check list is only intended as a guideline for Owner/Contractors based upon our experience with inspectors and knowledge of applicable code. Local authorities having jurisdiction can make additional requests.

- Provide GFCI duplex outlets in the machine room and pit.
- Provide permanently installed electric lighting in machine room with a lighting intensity of at least 200lx (19 fc) at the floor level.
- Provide separate outlet (GFCI) for sump pump in pit.
- Existing sump pump may not drain into the sewer system. Must have a suitable cover, Dedicated GFCI power supply and a visible outlet to a 55 gallon drum or approved oil separator.
- The pit lighting shall provide an illumination of not less than 100lx (10 fc) at the pit floor.
- Provide a class ABC fire extinguisher; to be located within reach of machine room doorway.
- Remove all foreign pipes, wiring, material, and electrical switches such as hallway lights from machine room, that are not directly related to the elevator. Nothing that invites anyone into the room but licensed elevator personnel is allowed. No alarm panels, security systems, fire panels, light switches, plumbing shut off valves, etc. are allowed in this room.
- Insure that the room rating is secure. Inspector may not allow drop ceilings or other means of "hiding" pipes, wiring, etc.; any holes in machine room walls must be repaired.
- 120 VAC Cab Lights disconnect adjacent to Main Line Disconnect of the opening side of the machine room door.
- Main Line Disconnect shall have a means to be locked in the "off" position and cannot be opened while in the "on" position. Dual element slow blown fuses and rejection clips are required by National Electric Code. Disconnect must have auxiliary contact to disconnect emergency rescue device if such rescue device is being installed. Disconnect will need to be properly grounded.
- Each enclosed elevator lobby must have an automatic means of fire detection regardless of ambient conditions, at all floors. Have your alarm company Speak with us before they bid the job.
- Install smoke and heat rise sensors per code. Supervisory panel may not be located in the machine room. Provide dry contact closure from all three zones inside or adjacent to elevator controller.
- Provide proper clear, safe access to the machine room.
- Install dedicated telephone line for Elevator Emergency Telephone Service in the car and provide an on-demand, authorized personnel with information that identifies the building location, elevator number and assistance is required.
- Machine room door must be self-closing, self-locking and fire rated to 1.5 hours.
- Provide HVAC per code requirements.
- Provide light protection in machine room and elevator.

HYDRAULIC ELEVATOR MODERNIZATION



DATE: October 30, 2019

CLIENT:
Public Works
1850 Eller Dr 6th
Ft. Lauderdale, FL 33316

VENDOR:
Oracle Elevator Company
2315 Stirling Rd.
Ft. Lauderdale, FL 33312

PROJECT LOCATION:
Port Everglades Sea Cor Bldg #27
200 Eller Dr
Ft. Lauderdale, FL 33316

ESTIMATE:

91224

SERIAL NUMBER:
42907

HYDRAULIC ELEVATOR CONTROL SYSTEM

Oracle Elevator proposes to furnish the necessary labor and materials to provide the non-proprietary hydraulic microprocessor-based control system as described herein. This proposal is specifically tailored to meet the particular needs of modernizing hydraulic elevators. The system is integrated with serial link communication featuring discrete wiring.

ELEVATOR EQUIPMENT SUMMARY

Capacity & Car Speed	2500 lbs. / 100 fpm
Stops & Openings	3 / 3
Power Unit consisting of: <small>Tank, Motor, Pump, Muffler, Valve & Hydraulic Oil</small>	New Power Unit
Control System	New SMARTRISE – Microprocessor
Starter Configuration	New Solid State Starter
Pit stop switch	New

HYDRAULIC ELEVATOR MODERNIZATION

Hoistway Access Switches	As required by code
Car top Inspection Station	New
Battery Lowering Device	Included
Single, Swing Panel, Car Operating Panel (Qty.2)	New LED light, Vandal Resistant, Fixture With Stainless Steel #8 finish
Communications	New hands free ADA Phone
Car Position Indicator	New LED Car Position Indicator within COP (Car Operating Panel)
Braille	New on COP & Hoistway door frames
Floor Passing Chime	New, ADA compliant chime
Emergency Lighting	New Car Operating Panel Emergency Lighting
Hall Call Button Stations	New Surface Mounted call station, SS#8 finish with LED light bulbs
In-car Travel Lantern	Not required.
Car Slide Guides	Retain
Car Frame	Retain
Door Operator(s)	New GAL "Closed Loop" Door Operators
Interlocks	New
Door Restrictors	New
Door Protection	New Infrared Light Curtains
Car Door Tracks & Hangers	New
Car Door Panels	Retain
Hoistway Tracks & Hangers	New
Hoistway Doors	New SS#8

HYDRAULIC ELEVATOR MODERNIZATION

Hoistway Door Closers	New
Machine Room Location	Remote @ 1 st Floor
Hoistway Limit Switches	New
Traveling Cables	New
Hoistway Wiring	New
Cab Interior	Allowance of \$10k (labor & materials) *Included in total price.*
Toe Guard	New (if needed)
Pit Ladder	New (if needed)
Maintenance Contract	Existing Maintenance Contract or via separate proposal (if requested).

TERMINOLOGY EXPLANATION:

“Retain”: Equipment will be retained in the same working order currently found when the project was accepted. Any problems with this equipment while completing the modernization will require a change order to repair

Refurbish “As New”Equipment will be cleaned, adjusted and repaired as necessary during the Modernization process

Refurbish “As Needed” Same as Refurbish “As New”, but at the elevator Contractor’s discretion.

“New”: Completely new units to replace the existing will be installed as part of the modernization. These units may be identical to the existing or replacements from different manufactures unless listed.

“By Others”: This work is to be completed by contractors other than the Oracle Elevator. The work must be completed, scheduled, and paid for by the building management. This work must be scheduled with the elevator contractor and must be completed before inspections on the modernized elevators can be completed.

HYDRAULIC ELEVATOR MODERNIZATION

CLARIFICATIONS

1. Our proposal is based on mutually agreeable terms and conditions, with neither party liable for special, indirect, consequential, or liquidated damages.
2. Cab interior can be purchased for an extra cost from Oracle Elevator but is not included in this scope of work.
3. Building must modify machine room for applicable code requirements.
4. Proposal price is valid for 60 days.
5. Oracle Elevator can accept a 10% variation of mainline from the norm. 5% above to 5% below the specified mainline voltage.
6. Storage and parking for Oracle Elevator personnel to be provided at no charge to Oracle Elevator.
7. If requested, we will provide a separate Owners and Contractors Protection Policy, in lieu of naming others as additional insured.
8. The equipment that we install includes a 12-month manufacturer's warranty which becomes void should others work on the equipment.

MODERNIZATION SCHEDULE

Prior to commencing work, a work schedule will be submitted to the Purchaser. Work will not commence until the schedule has been mutually agreed, in writing, to by both Parties. At the time this proposal was drafted, the following execution lead time and schedules are considered upon contract:

Phase	Time Period
Phase 1 – Engineering & Drawings:	4 -5 weeks
Phase 2 – Material Arrival:	10 -12 weeks
Phase 3 – Substantial Completion of Car #1:	4 Weeks
Phase 4 – Final Inspection:	1 Day(s)

TESTING

EMERGENCY FIRE SERVICE

Perform Phase I and Phase II Fire Service tests to conform to applicable codes.

REQUIRED TESTS

All required tests are to be performed during the regular working hours of the elevator trade. Should the Purchaser require these tests be performed outside the regular working hours, there will be an added cost to the quoted contract amount.

CLEAN UP, INSPECTION, & REMOBILIZATION

CLEAN UP

Oracle Elevator will remove all debris resulting from work on this contract. In addition, we will remove all equipment and unused materials in order to restore premises to a neat and clean appearance.

INSPECTION

All materials and workmanship will be subject to inspection and testing. The Purchaser will have the right to reject defective or inferior material or workmanship installed under this contract and may require the correction of such without additional cost to the Purchaser.

REMOBILIZATION

The performance of the work hereunder is conditioned on your performing of the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should Oracle Elevator be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

HYDRAULIC ELEVATOR MODERNIZATION

WORK NOT INCLUDED

This proposal does not include the following work, and is conditioned on the proper performance of such work by the Owner.

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 90 degrees Fahrenheit maximum, non-condensing.

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 contractor.

The current main line piping and wiring from the disconnect to the new controller location may need to be relocated to accommodate the new controllers. The main power elevator disconnects must be code compliant, fused or breakers, and must be lockable in the off position. The disconnects must be located within clear site of each elevator motor. A ground wire must be added if it does not already exist. A single 110 circuit must be run to each controller for the cab lighting (Per N.E.C. Articles 620-22 and 620-51). This circuit must be run through a disconnect or switch that is lockable in the on or off position. The location of this switch must be coordinated with the elevator mechanic on site. If there are sprinklers in the elevator machine room, a means must be provided 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. This means shall not be self-resetting. All Outlets in the machine room and/or the pits must be retrofitted with GFI outlets per code.

Heat and smoke sensing devices at elevator lobbies on each floor and in the elevator machine room with normally closed dry contacts terminating at a location in the elevator controller (specified by Oracle Elevator). As a result of modernizing your elevator, "main floor" and "Alternate floor" fire recall may be required by Code. Smoke detectors must be installed if not currently operating, at every lobby, the machine room, and the hoistway (if sprinklers are present). If sprinklers are altered or installed in the machine room and or the hoistway as part of the modernization, a heat detector must be installed within 18" of every sprinkler head in the machine room and the hoistway overhead. These heat detectors must activate a shunt trip disconnect located outside the elevator machine room, to remove all of the three phase elevator power prior to the power entering the machine room. Code requires a single phone line per elevator to be run in conduit to each controller. This line must be a normal dial tone outside line. Telephone connection to elevator controller (must be a dedicated line and monitored 24 hours. Instrument in cab by others.

Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Temporary elevator service, and associated fees, prior to completion and acceptance of complete installation have not been included. Flooring and/or installation of flooring by others.

Any and all cutting and patching, including fire-stops, that is required for the installation of this equipment, including but not limited to cutting walls for installation of new fixtures.

Remote wiring to outside alarm bell as requested by the Safety Code for Elevators and Escalators (ASME 17.1) (where applicable).

Costs 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 Owner agrees to provide a dry and secure area adjacent to the hoistway 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. All existing equipment removed by company shall become the exclusive property of company.

HYDRAULIC ELEVATOR MODERNIZATION

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 acceptance of this order or the manufacture, delivery or installation of the equipment.
2. It is agreed that our workmen 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 provisions is being violated. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCB's 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 working 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. A dry and protected area, conveniently located to the elevator hoistway, 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. Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished upon request.
6. We shall not be liable for any loss, damage or delay caused by acts of Government, strikes, lockout, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God, or any cause beyond our reasonable control, and in no event shall we be liable for consequential damages.
7. Should loss of or damage to our material, 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.
8. 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.
9. 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. In the event an attorney is engaged to enforce and collect payment due, hereunder either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this agreement to be in (enter county and state) or in any other county of ORACLE ELEVATOR's choice.

The rights of ORACLE ELEVATOR under this agreement shall be cumulative and the failure on the part of the company to exercise any rights given thereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ORACLE ELEVATOR in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Purchaser's acceptance of this agreement and its approval by an executive officer of ORACLE 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, this proposal and contract is hereby accepted.

HYDRAULIC ELEVATOR MODERNIZATION

TERMS & CONDITIONS

All work shall be performed 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 is 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.

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 materials and workmanship for a period of one 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 warranty 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 provided 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 will 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.

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

Oracle Elevator Service Company 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. Oracle Elevator Service Company support Equal Employment Opportunity and Affirmative Actions Compliance programs.

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. 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 the value as estimated by us, based on the contract price, of the uncompleted portion.

HYDRAULIC ELEVATOR MODERNIZATION

Purchaser expressly releases, discharges and acquits ORACLE ELEVATOR 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), hatchways(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 any other person or entity whatsoever claiming against ORACLE 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 negligent acts or omissions of ORACLE 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 save harmless ORACLE 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 ORACLE ELEVATOR as a result of any and all such claims or actions against ORACLE 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 ORACLE ELEVATOR, its officers, agents or employees or nay other cause whatsoever.

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

HYDRAULIC ELEVATOR MODERNIZATION

PRICE AND PAYMENT SCHEDULE

MOD Breakdown:

BCID: 42907
Labor
Mechanic: 160 Hours x \$195.00 = \$31,200.00
Helper: 160 Hours x \$158.00 = \$25,280.00
Total Labor: \$56,480.00
Material: \$56,770.00
Permit: \$250.00
Bond Cost: \$1725.00
Shipping: \$1,500.00
Total Cost: \$116,725.00

BASE PRICE: ONE HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED TWENTY FIVE 00/100 DOLLARS (\$116,725.00)

PAYMENT SCHEDULE

1. 50% of Material Value and Shipping will be due upon contract execution.
2. 50% of Material Value and Permit Fee will be due upon delivery to jobsite or Oracle Elevator's local warehouse (if job site condition does not permit).
3. 100% of Bond cost will be due upon contract execution.
4. Labor Value to be progress-billed on a monthly basis based upon percentage of labor completed. |

All payments are due and payable upon receipt of invoice.

FOR ORACLE ELEVATOR CO:

FOR PURCHASER:

Robert J. De Simone
 (Signature of Oracle Representative)
Robert J. De Simone
 (Printed or Typed Name)
General Manager
 (Title)
10-30-2019
 (Date)

 (Signature of Authorized Representative)

 (Printed or Typed Name)

 (Title)

 (Date)

ORACLE ELEVATOR COMPANY APPROVAL

By: _____
 (Signature)
 Title: _____
 Date: _____

HYDRAULIC ELEVATOR MODERNIZATION

MODERNIZATION UPGRADES/GUIDELINES CHECKLIST

This check list is only intended as a guideline for Owner/Contractors based upon our experience with inspectors and knowledge of applicable code. Local authorities having jurisdiction can make additional requests.

- Provide GFCI duplex outlets in the machine room and pit.
- Provide permanently installed electric lighting in machine room with a lighting intensity of at least 200lx (19 fc) at the floor level.
- Provide separate outlet (GFCI) for sump pump in pit.
- Existing sump pump may not drain into the sewer system. Must have a suitable cover, Dedicated GFCI power supply and a visible outlet to a 55 gallon drum or approved oil separator.
- The pit lighting shall provide an illumination of not less than 100lx (10 fc) at the pit floor.
- Provide a class ABC fire extinguisher; to be located within reach of machine room doorway.
- Remove all foreign pipes, wiring, material, and electrical switches such as hallway lights from machine room, that are not directly related to the elevator. Nothing that invites anyone into the room but licensed elevator personnel is allowed. No alarm panels, security systems, fire panels, light switches, plumbing shut off valves, etc. are allowed in this room.
- Insure that the room rating is secure. Inspector may not allow drop ceilings or other means of "hiding" pipes, wiring, etc.; any holes in machine room walls must be repaired.
- 120 VAC Cab Lights disconnect adjacent to Main Line Disconnect of the opening side of the machine room door.
- Main Line Disconnect shall have a means to be locked in the "off" position and cannot be opened while in the "on" position. Dual element slow blown fuses and rejection clips are required by National Electric Code. Disconnect must have auxiliary contact to disconnect emergency rescue device if such rescue device is being installed. Disconnect will need to be properly grounded.
- Each enclosed elevator lobby must have an automatic means of fire detection regardless of ambient conditions, at all floors. Have your alarm company speak with us before they bid the job.
- Install smoke and heat rise sensors per code. Supervisory panel may not be located in the machine room. Provide dry contact closure from all three zones inside or adjacent to elevator controller.
- Provide proper clear, safe access to the machine room.
- Install dedicated telephone line for Elevator Emergency Telephone Service in the car and provide an on-demand, authorized personnel with information that identifies the building location, elevator number and assistance is required.
- Machine room door must be self-closing, self-locking and fire rated to 1.5 hours.
- Provide HVAC per code requirements.
- Provide light protection in machine room and elevator.

HYDRAULIC ELEVATOR MODERNIZATION