



FREIGHT ELEVATOR MODERNIZATION PROPOSAL

Customer:

Five Ash Water Treatment Plant

4321 NW 9th Avenue
Fort Lauderdale, FL 33309

Contact:

Mr.Hillberg

One Traction Freight Elevator -3 Landings
Front and back opening

Maverick United Elevator

10639 NW 122 St
Medley, FL 33178
Miguel A Garcia
Cell: (954) 822 1070
Office: (305) 888- 7599
www.Maverickunitedelevator.com
Email: Info@mavelevator.com

Purchaser authorizes **Maverick United Elevator** to perform the following described repair work on the subject elevator(s) in the above building:

Scope of Work- Freight Elevator BCID #02516

NEW CONTROLLER, Traction

CONTROL SYSTEM

The Control System comes with Car Controller, Top-of-Car Controller, Car Operating Panel Controller, positioning system and any hall nodes.

Powerful yet simple-to-use diagnostic stations are built into each access point, which include capabilities for complete on-site reprogramming of the elevator "Personality" parameters, motor control drive unit parameters, fault diagnostics and event diagnostics play back.

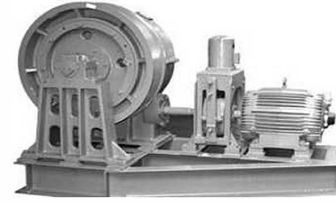
The Control System utilizes a CAN driven system, a more efficient form of serial communication that allows for future upgrades. This eliminates the extra wire count, decreases cost and saves field labor time.



- Non-Proprietary
- A17.1-200x/ B44-0x Safety Code Compliant
- Set & Forget Positioning System
- Multiple Color-Coded Wire Terminals

HOISTING MACHINE, Geared Traction

- Furnish and install One (1) new hoist machine.
- Furnish and install new A/C motor according to the New controller specifications.
Furnish and install an elevator encoder.
- Furnish and install new hoist cable ropes.
- Furnish and install One (1) new Governor with cable.



ROPE GRIPPER

- Furnish and install new rope grippers per code requirement.

RETAINED SAFETY COMPONENTS

- Existing safeties will be retained.

NEW FIXTURES

- Furnish and install new operating stations, one (1) per elevator, at the proper code and ADA height. Car station will include car call light up buttons, keyed stop switch, door open and door close buttons, and ADA markings that will be located to the left of the push buttons. An ASME 2004 code fire service key switch will be provided. This car station will also include an emergency light fixture with a self-contained power pack and a trickle charger with switchover device in the event of a normal power outage.
- Furnish and install one (1) new digital car position indicator in car operating panel.
- Furnish and install one (1) new lobby hall position indicator at the main lobby entrance. Lobby Station will include Hoistway Access Switches, Fire Service PH I key switch and digital position indicators.
- Furnish and install new surface mounted hall push button stations with light up buttons at the proper code and ADA height. With floor indicator and arrow indicator.
- Furnish and install a new ADA phone in the car operating panel.
- Furnish and install hoist way access key switch. This will be installed on the Terminal Hall Stations.



- Furnish and install the required hoist way entrance markings. There will be two (2) per entrance frame and they will be located 60" above the finished floor
- All fixtures cover plates to be #4 stainless steel finishes.



DOOR EQUIPMENT

- Furnish and install new car door operator. (on the elevator side)
- Furnish and install new car door operator, as require by manufacture on the landing side
- Furnish and install new hoist way tracks for each landing.
- Furnish and install new car tracks for the cab
- Furnish and install new hanger rollers.
- Furnish and install Six (6) new hall doors.(Freight doors)
- Furnish and install One (1) new cab door.
- Retain existing sills & hall door frames.

HOISTWAY WORK

- Furnish and install an entirely new hoist way tape selector box using an array of magnetic sensors to provide accurate car position control throughout the travel. The selector box attaches to the car cross head and moves along a three-inch wide steel tape. The steel tape is mounted at the top and bottom of the hoist way. A series of magnet strips are attached to the tape and are used to activate the magnetic sensors in the selector box. The selector box glides freely along the steel tape using four nylon tape guides. These guides are designed for long life and easy replacement. Features include compatible with all solid- state controllers, solid state circuitry, LED indicators, easy floor leveling adjustment, state of the art design and high durability.
- Furnish and install new limit switches which are designed to prevent the elevator from traveling beyond its designated limits.
- Furnish and install new pit stop switch.

WIRING

- Furnish and install new machine room and hoist way wire, raceways and conduit.
- Furnish and install new hoist way and car wiring.
- Furnish and install new travel cable.

MISCELLANEOUS

- Furnish and install elevator pit ladder
- Clean and paint elevator machine room, pit, and car tops.

ELEVATOR CAB & INTERIOR

- Furnish and install new cab shell.
- Furnish and install new kick plates
- Furnish and install new ceiling with lighting.
- Furnish and install new diamond floor.

Electrical Work

- Main line needs rejection clips and must be lockable on the "ON" position.
- Main line must have an earth ground.
- 110 AC Volt cab light disconnect must have earth ground and must be lockable on the "ON" position. These cab light disconnect must be an isolated circuit and cannot share with any other circuits in the building.
- Machine room must have 2 sets of 4-foot fluorescent fixtures with protective covers.

- GFCI receptacle in machine room.
- GFCI receptacle inside pit area.
- Pit area must have at least 2 vapor proof lamps with protective covers.
- Pit light switch may require to be moved for pit ladder clearance.
- Machine room needs dedicated outlet for air conditioner unit.
- All disconnects must be labeled as to where the main source comes from.
- Both main line and cab light disconnect must be piped and wired over to the new controller.

Mechanical/HVAC

- Machine room will require for temperature to be at 70 degrees therefore needing an air conditioning unit.
- Cover all holes inside machine room.
- Machine room door must be able to self close and be fire rated. It should be able to lock from the outside and not the inside. Door cannot have venting.
- Cover all holes inside pit area and hoist way.
- Existing hoist way venting for hydraulic elevators shall be protected with wire mesh in the inside and have louvers on the outside to avoid intrusion of any flying debris.
- Existing piping inside machine room and pit area not pertaining to the elevator equipment must be removed or covered.

Fire Alarm

- Machine room will be required to have a smoke/heat sensor.
- Each entrance way on each floor will be required to have smoke/heat sensors.
- Inside the machine room, we will need 3 normally closed dry contacts to work along our fire recall system.
 - One relay will be connected to the machine room sensor.
 - Second relay will be connected to the first floor or egress floor sensor.
 - Third relay shall be connected to the remaining entrance way sensors.

Machine Room

- Furnish and install one new Machine room door to be Fire rated
- Eliminate window from the elevator machine room

RETAINED APPARATUS

Equipment not changed or repaired as detailed under "scope of work" is deemed retained apparatus and is not subject to any intended or implied warranty.

Total Cost:

(Six Hundred and Sixty Thousand dollars and Nine Hundred and Seventy Dollars. (\$660,970.00)}

****Note: In the event that Asbestos and/or Lead Paint is to be discovered, the cost to remove them is not included in this scope of work. Maverick United Elevator will have to sub-contract a licensed contractor to have this properly removed and an additional proposal will be sent for approval for this scope of work.**

****NOTE: Any other repairs or upgrades to this scope of work will require a separate proposal to be sent for approval.**

PERMITS

Broward County Permit & inspection fees are included in this proposal.

WORKING HOURS

All work is based on the normal working hours of the elevator trade and no overtime hours are considered. Working hours for this project will generally be 7:30am to 4:30pm, Monday through Friday. Work outside of these times will require city approval.

PAYMENT SCHEDULE

1. The first 10% once the PO is issue (for engineering and permit cost)
2. The next 15% is due upon arrival of the machine and the controller
3. The next 35% of the contract amount will be due upon delivery of materials.

4. The next 10% is due upon installation of the machine and the controller
5. The next 10% is due upon installation of the first and second floor door equipment
6. The final 20% of the contract amount will be due upon completion and final inspection by the Broward County Elevator Inspector.

ACCEPTANCE

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

CONTACT

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

It is understood that Maverick United 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 Maverick United 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.

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| <p>Proposed:</p> <p><u>Miguel A Garcia</u></p> <p>Managing Member</p> <p>Maverick United Elevator</p> <p>Date: <u>09/20/2023</u></p> | <p>Approval</p> <p>PO. Number _____</p> <p>Date: _____</p> |
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Terms and 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 are included in the contract price. The Purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from the Purchaser or the Company on account thereof, by any law enacted after the date of this proposal.

TEMPORARY SERVICE: Should the service of any elevator be required before completion and final acceptance, the Purchaser agrees to sign our Construction Use form, Warranty Extension and Service Agreement 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 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.

Maverick United 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. Maverick United 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.

MAVERICK UNITED ELEVATOR shall not be held responsible nor shall it liable under the terms of this contract and Purchaser expressly releases, discharges and acquits MAVERICK UNITED ELEVATOR and Purchaser expressly agrees to remain liable for any and all claims for loss, damage, detention, death or injury, of any nature whatsoever, to any person, use, operation, installation or condition of the elevator(s) which are subject to this contract, or the associated areas, regardless of whether such actions arise from the use, operation, installation or condition of the

elevator(s), machine room(s), 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 MAVERICK UNITED ELEVATOR. The types of claims expressly covered by this agreement include but are not limited to any loss, damage, injury, death, delay, or detention to persons, entities, or property caused by obsolescence, misuse of equipment, design of equipment, installation of equipment and the associated areas surrounding such equipment regardless of whether such claims arise out of the joint, or sole negligent acts or omissions of MAVERICK UNITED 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 MAVERICK UNITED 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 MAVERICK UNITED ELEVATOR as a result of any and all such claims or actions against MAVERICK UNITED 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 MAVERICK UNITED ELEVATOR, its officers, agents or employees or any other cause whatsoever. Purchaser hereby waives the right of subrogation. Indemnification limited to \$5,000,000.00.

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

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. We anticipate making shipment of the equipment approximately 8-10 weeks after all final drawings and details are approved. 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 you 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 MAVERICK UNITED ELEVATOR's choice.

The rights of MAVERICK UNITED 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 MAVERICK UNITED 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 MAVERICK UNITED 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:

Work Not Included

This proposal does not include the following work, and is conditioned on the proper performance of such work by the General Contractor or other Subcontractors.

A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, as required. Dewatering of pit(s). Legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50 degrees Fahrenheit minimum 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 (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 connections between elevator machine rooms for emergency power purposes is 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.

Owner/General Contractor to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

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

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 contractor agrees to provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the contractor after its initial delivery will be at contractor's expense.

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

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

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