

**FIRST ADDENDUM TO THE CONTRACT/PROPOSAL BETWEEN
CARLTON HOUSE MANAGEMENT ASSOCIATION, INC.
AND
NOUVEAU ELEVATOR**

The parties to this Addendum are parties to Proposal and Contract between **CARLTON HOUSE MANAGEMENT ASSOCIATION, INC.**, ("ASSOCIATION") and **NOUVEAU ELEVATOR** ("CONTRACTOR") dated ("CONTRACT"). The parties to this Addendum, in consideration of the mutual covenants and promises set forth in the Contract Documents, which include the Proposal and this First Addendum, ("Contract Documents") and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, agree as follows:

1. The Contract Documents represent the entire agreement between the parties hereto and supersede prior negotiations, representations, or agreements, either written or oral. In the case of any conflict or ambiguity between the Contract Documents, preference and priority will be given: first to this Addendum and then to Proposal / Contract Agreement.
2. **Independent Contractor.** In the performance of its duties hereunder, Contractor shall act solely as an independent contractor and the law relating to such relationship shall govern the rights of the parties. Association and Contractor are not partners or joint ventures with each other, and nothing herein shall be construed so as to make them partners or joint ventures.
3. **Licenses Required.** To the extent required by law, all Work shall be performed by individuals duly licensed and authorized by law to perform said Work.
4. **Hours of Work.** Hours of Work shall be from 8:00 a.m. to 5:30 p.m. unless otherwise restricted by applicable law, ordinances, rules, and regulations of Palm Beach County and/or rules and regulations of Association. Contractor shall store and park materials, equipment, tools and vehicles only in those areas designated by Association. Contractor may not perform Work on Saturdays, Sundays or any and all federally recognized holidays without the express written permission of Association.
5. **Notices, Permits and Applicable Laws** - Contractor shall give all notices and comply with all local ordinances, requirements of city and county building codes, and of federal and state authorities, which are applicable to the work, including application for applicable permits, including preparing and recording a Notice of Commencement before starting the Work. CONTRACTOR shall not begin the Work until a Notice of Commencement is recorded in the Public Records of Palm Beach County and a certified copy thereof is posted on the construction site.
6. **Indemnification** - CONTRACTOR will indemnify and hold harmless the ASSOCIATION, its directors, officers, agents, employees and members from and against all claims, losses, liabilities or demands whatsoever, including but not limited to, costs and attorney fees, arising out of or resulting from the performance of its work under the Contract, provided that such claim, loss, liability or demand is caused in whole or in part by the acts or omissions of the CONTRACTOR or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts the CONTRACTOR is legally liable.

The indemnification as provided in this paragraph shall be subject to a monetary limitation of Two Million (\$2,000,000.00) Dollars pursuant to and in accordance with §725.06 Florida Statutes, which the ASSOCIATION and the CONTRACTOR both acknowledge bears a reasonable commercial relationship to the Contract. ASSOCIATION and CONTRACTOR further acknowledge that this Indemnification provision and the Two Million (\$2,000,000.00) Dollar monetary limitation are part of the project specifications and further acknowledge the receipt of consideration.

7. **Insurance To Be Carried By CONTRACTOR** - Prior to the commencement of work, the ASSOCIATION shall receive from the INSURANCE COMPANY the Certificate of Insurance and associated insurance documents evidencing all terms and conditions, endorsements, exclusions, limitations and exceptions or a certificate which disclaims any exceptions or riders except those stated therein for the following:

- (a) Worker's Compensation Insurance according to State statutory limits.
- (b) Commercial General/Public Liability Coverage including Product and Completed Operation Coverage in the minimum combined single limit amount of \$1,000,000.
- (c) Commercial/Comprehensive automobile liability coverage in the minimum combined single limit amount of \$1,000,000;
- (d) Contractual liability insurance covering its obligations arising out of the Contract.
- (e) Excess or Umbrella Liability policy in the minimum limit amount of not less than \$2,000,000 per occurrence.
- (f) ASSOCIATION shall be listed as an additional insured on all insurance policies.

The policies issued in "b", "c", "d", and "e" above shall be issued using the most current Insurance Services Office insuring agreements, terms, and conditions including the most current additional insured endorsement the ASSOCIATION listed as an additional insured. Failure of the CONTRACTOR to purchase and maintain the insurance policies as provided herein shall be a material breach of the Contract and shall constitute grounds for termination of the Contract by the ASSOCIATION.

8. **Termination** - The ASSOCIATION may terminate the Contract if the CONTRACTOR:

- (a) refuses or fails to supply enough properly skilled workers or proper materials;
- (b) fails to properly perform the Work in accordance with the Contract Documents;
- (c) fails to make payments to subcontractors or to make payments for materials or labor;
- (d) disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction;
- (e) fails to achieve final completion of the entire Work as specified in Paragraph 8;
- (f) suspends work for a period exceeding five (5) consecutive days without justification;
- (g) is otherwise guilty of substantial breach of a provision of the Contract.

Any of the foregoing failures, omissions, actions, or inactions by the CONTRACTOR shall be grounds for a determination that the CONTRACTOR is in material breach of the Contract and the ASSOCIATION shall have the right, but not the obligation, to terminate the CONTRACTOR's right to proceed with the Work. A Notice of Termination shall be provided in writing to the CONTRACTOR in accordance with the Notice provisions of this Agreement.

A subsection (g) material breach shall terminate the Contract immediately upon Notice of Termination. For all other material breaches, the CONTRACTOR shall have seven (7) calendar days following receipt of the Notice of Termination to cure the cause for termination as described by the ASSOCIATION.

9. **Contract Sum** – As per the terms in the Proposal.
10. **Commencement of Work and Final Work Completion.** - Contractor shall commence the Work not later than June 1, 2024, and achieve final completion of the entire Work by not later than seventy (70) days after mobilization.
11. **Enforcement of Contract** - If it becomes necessary to hire an attorney to enforce any provision of the Contract, including without limitation this Addendum, the prevailing party shall be entitled to recover their costs and attorney's fees incurred prior to suit, as well as in litigation, appeal and any arbitration, bankruptcy or administrative proceedings. The Contract shall be governed by Florida Law and any legal proceeding concerning the Contract shall be brought in Palm Beach County, Florida.
12. **Contractor's Warranty** - CONTRACTOR warrants that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract, that the work under the Contract will be free from defects not inherent in the quality required or permitted, and that the work and materials conform to the requirements of the Contract.
13. **Change Orders** - Additions, modifications, or deletions in the Scope of Work shall be accomplished by a written Change Order signed by the CONTRACTOR and the designated ASSOCIATION's representative. Unless otherwise agreed to by the ASSOCIATION, the Change Order shall specify the changes in the Scope of Work and indicate a fixed amount in the adjustment of the Contract Sum, if any, and the extension of the Contract Time, if any. The ASSOCIATION shall not be responsible for any additional charges without a written Change Order. Additional work performed by the CONTRACTOR without authorization of a written Change Order is done at his own risk and will not entitle CONTRACTOR to an increase in the Contract Price or an extension of Contract Time.
14. **Standard of Work** - All Work shall be completed by CONTRACTOR in conformance with the Contract Documents and in a workmanlike manner according to accepted industry standards and in compliance with all building codes and other applicable laws. Unless the Contract Documents provide otherwise, application or installation of materials in accordance with the specifications shall be deemed to be in conformance with the Contract Documents. The ASSOCIATION's representative will determine if work is completed in accordance with the Specifications.

The CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.
15. **Rejection of the Work** - CONTRACTOR agrees that all Work will satisfy all industry standards for workmanship and quality. The ASSOCIATION's representative and CONTRACTOR shall determine jointly all matters related to work quality and defects in the Work. The ASSOCIATION's representative's decisions on matters relating to aesthetic effects shall be final and binding on the CONTRACTOR if consistent with the intent expressed in the Contract.

16. **Correction of Defective Work** - CONTRACTOR shall promptly correct any defective Work identified in writing by the ASSOCIATION. ASSOCIATION shall have the right to withhold any payment related to defective Work until the defective Work is corrected by the CONTRACTOR. Any defective Work brought to the CONTRACTOR's attention after the punch list has been complied and cleared will be considered warranty work.
17. **Substitution of Materials** - Where the Contract Documents indicate use of specifically described materials, no substitution of materials shall be permitted by CONTRACTOR without the written approval of the ASSOCIATION.
18. **Property Damage and Personal Injury** - CONTRACTOR shall be responsible for property damage and injury to persons caused by negligence of the CONTRACTOR, its employees, subcontractors, and their agents and employees, and other persons performing portions of the Work under a Contract with the CONTRACTOR. CONTRACTOR shall undertake all reasonable efforts to protect and prevent damage to all areas surrounding the areas where Work, pursuant to this Contract, is being performed by CONTRACTOR, including but not limited to the common areas controlled by the ASSOCIATION. CONTRACTOR shall be solely responsible for properly securing and controlling the area around the construction zones. These areas shall be accessed only by CONTRACTOR and its authorized personnel, which include the ASSOCIATION's representative during the performance of Work. CONTRACTOR shall promptly notify ASSOCIATION of any unauthorized entry of persons or property into a construction zone. The CONTRACTOR acknowledges and accepts responsibility for the subject site as a business operation during the construction phase since CONTRACTOR will have total care, custody, and control over the site during the construction period and therefore CONTRACTOR assumes the liability that arises related to the care, custody, or control of the site during this time.
19. **Clean Premises** - CONTRACTOR will keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by the operations under the Agreement. At completion of the Work, the CONTRACTOR shall remove from and about the community waste materials, rubbish, the CONTRACTOR's or subcontractor's tools, construction equipment, machinery and surplus materials and leave the work site "broom clean" or equivalent. CONTRACTOR shall also restore the surrounding area to its condition immediately preceding commencement of the Work.
20. **CONTRACTOR Payment of Subcontractors/Lien** - In the event any Subcontractor, material supplier or other person or entity files any lien against the ASSOCIATION property in connection with labor or services performed or the materials incorporated into the Work or delivered in connection with said Work, the CONTRACTOR shall indemnify and hold harmless the ASSOCIATION against all such liens and suits or other proceedings pertaining thereto, including without limitation any costs and attorneys' fees, at both trial and appellate level. If any such liens are filed, the CONTRACTOR shall transfer or bond off such lien within five (5) calendar days of the filing of the lien by (1) depositing in the Office of the Clerk of the Circuit Court an amount sufficient to transfer said lien, or (2) filing with the Office of the Clerk of the Circuit Court a bond executed by a surety licensed to do business in the State of Florida in accordance with provisions of Section 713.24, Florida Statutes, as amended from time to time. If the CONTRACTOR fails to transfer or bond off such lien as required herein, the ASSOCIATION may, at its option, do so and deduct from any payment or sum due the CONTRACTOR the amount expended, including any costs and attorneys'

fees incurred by the ASSOCIATION.

21. **Miscellaneous Provisions**

- (a) The representations, warranties, covenants, agreements and indemnities made in the Contract or any certificate or document delivered pursuant hereto shall remain operative and survive the execution and delivery hereof.
- (b) The failure of either party to insist upon the strict performance of the Contract shall not be deemed a waiver of any rights or remedies that such party may have for any subsequent breach, default, or non-performance.
- (c) If any provision or portion of any provision of the Contract shall be held invalid or unenforceable, the remaining provisions of the Contract shall remain valid and enforceable.
- (d) The Contract Documents shall constitute the entire agreement for the service described and all prior representations whether written or verbal are merged herein.
- (e) Notice under the Contract shall be delivered to the parties at the following addresses:

As to ASSOCIATION:

CARLTON HOUSE MANAGEMENT ASSOCIATION, INC.

2701 S. Ocean Boulevard
Highland Beach, Florida 33487

Attention: President

As to the CONTRACTOR:

NOUVEAU ELEVATOR

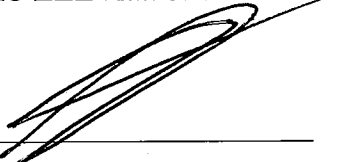
512 SE 32nd Street
Fort Lauderdale, Fl 33316

Notices required under the Contract shall be delivered by certified mail, return receipt requested. The parties shall have the right to change the addresses to which notice shall be delivered above by providing a written notice of change of address according to the above requirements.

22. **Avoidance of Conflict Between Other Contract Documents and this Addendum** In the event of any conflict or ambiguity between this First Addendum and any other Contract Document, this First Addendum shall control and supersede said document.

THIS ADDENDUM is entered into as of the day and year last written below and is executed in at least two (2) original copies, one of which is to be delivered to the CONTRACTOR, and one delivered to the ASSOCIATION.

NOUVEAU ELEVATOR

By:  _____

Robert Speranza / Partner
Name and Title

Date: 1/17/2024

**CARLTON HOUSE MANAGEMENT
ASSOCIATION, INC.**

By: _____

Name and Title

Date: _____



October 18th, 2023

Proposal # 24450
CARLTON HOUSE
2701 S Ocean
Highland Beach, Florida 33487

Attn: Mark Evans

Re: 2701 S Ocean, Highland Beach, FL
Subject: Elevator Upgrades

| | |
|-----------------|--|
| Classification: | 2 Passenger |
| Capacity: | 1,200 lbs |
| Speed: | 100 fpm |
| ID Number: | 6127, 6128 |
| Travel: | Existing |
| Machine Type: | New Hydraulic Pump Unit |
| Entrances: | Existing |
| Cab Enclosure: | Existing |
| Controller: | New Microprocessor |
| Operation: | Simplex |
| Feed: | Existing 208-3-60 by Others |
| Features: | Firemen's Service, Door Lock Monitoring, Independent Service, Battery Lowering |

We are pleased to furnish the necessary elevator equipment for the installation of new modern generic type solid state controllers along with all related appurtenances to form an automatic operation, as described herein:

NOUVEAU FLORIDA - 512 SE 32ND STREET, FT. LAUDERDALE, FL., 33316 - TEL: (954) 247-1849

Machine Room Equipment

Hydraulic Controller

The existing MCE controller system will be reused and interfaced with the new shaftway equipment. Upon completion of the below stated work the controller will be tuned up for proper operation.

Solid State Landing Control System

A new landing system will be provided. The device will provide accurate floor stepping, slow down, leveling, and stopping of the car at the desired landing. Each unit will be mounted on top of the elevator and will work in conjunction with a steel tape which will run the entire length of the shaft. A one sixteenth (1/16) inch thick magnetic adhesive will be secured to a steel tape to activate the sensor unit.

Hydraulic Power Unit

The Company will furnish and install a new self-contained power unit which will include a steel outer base and an oil tight drip pan. A reinforced oil reservoir will be housed above the base. Included in the reservoir will be a self-cleaning strainer, suction line, and oil level gauge. The tank will have a capacity equal to the volume of oil required to lift the elevator to the top terminal landing, plus a reserve of not less than 10 gallons. The Company will also install: a screw-type positive displacement pump designed to provide steady discharge (in order to ensure smooth, quiet operation) which will be driven by belts or an external pump; lowering and leveling valves used for lowering speed, leveling speed, and stopping speed to insure smooth down starts and stops; a manual lowering valve (for use in the event of power failure); a tank shut off located under the tank to isolate the oil in the tank for servicing the underside equipment; and isolation elements at all support points on the tank units (to reduce vibration).

Operating Valve Unit

A new automatically operating valve unit will be installed with the new pump unit. This unit consists of a light weight, heat-treated, high-strength aluminum body, with front adjustments for easy accessibility, complete with all necessary piping and related hardware.

Pump Motor

The Company will install a new alternating current polyphase induction motor of proper horsepower rating based on the rated speed and capacity designed for the severe requirements of elevator service of 80 starts per hour.

Piping

The existing oil line will be reused. Any piping and fittings necessary to connect to the power unit to the jack will be installed. Support hangers will be provided within 12" of every change of direction of the pipe liner, and space supports shall be installed not over 10' apart.

Muffler

The Company will install a shut-off valve (in the machine room) and a blowout-proof muffler.

Piston

The existing piston is leaking excessively. The Company will remove the existing packing/seal and, in place thereof, will furnish and install new packing of proper size and capacity, check same for proper operation, and return the elevator to service.

Shut Off Valve

In the pit area a shut off valve will be installed. This valve will cut off the flow of oil if any repairs are made. The valve will meet all testing and code requirements, will be of proper size and provide the maximum pressure requirements.

Pit Rupture Valve

This equipment is designed to provide protection against supply line failure or over speed in the down direction. The valve will be installed close to the jack unit complete with all necessary pipe, hardware and fittings.

Operation

Full Simplex Collective Operation

The operation will be of the "full collective" type. The operating equipment will consist of a series of car push buttons, within the elevator, corresponding to each floor served, and of single riser hall stations containing a single button at the terminal floors, and an "up" and a "down" button for the intermediate floors, which will work in conjunction with the new operation as described herein;

Calls registered from the car push button station will be answered in succession in the direction the car is traveling irrespective of the order in which the calls have been registered, "up" hall calls will be answered in succession as the car ascends only, and "down" hall calls as the car descends. The car will respond to the highest car or hall call registered before reversing direction. If no car button is pressed, the car will proceed in the "up" direction to the highest "down call" registered, and will then reverse direction and answer all "down" calls in succession. "Up" calls will be answered in a similar manner when the car proceeds down to answer such calls. The new controller will contain circuitry to afford firemen service (Local Laws 5 and 16) features as per code requirements.

Firemen Service Feature

At the designated level floor, a two-position ("on" and "off") key switch and audio-visual indicator will be installed for each bank of elevators served. The key switch will be located in the corridor "hall call" fixture, or in a separate fixture which will be located four feet or less from same, and shall be installed at a height of not more than seven feet above the floor level.

In each elevator, available for "firemen's service," there will be a three-position ("on," "hold," and "off") keyed switch. All key switches will be operable only by the fire department standard key.

Note: Neither smoke detectors nor fire-safety-related equipment will be installed by Nouveau Florida.

Operation Phase I

When the key switch in the lobby is placed in the "on" position, or the smoke detectors (except the detector at the designated level) have been activated, all elevators in automatic mode controlled by that switch will return (non-stop) to the street level floor. This will override any programming for car stops, but will not affect the elevator safety or inspection circuits.

Firemen Service Initiated

Once "fireman service" has been initiated:

All hall buttons will be rendered inoperative and previously registered calls from said hall buttons will be cancelled. Hall lights, lanterns and audio alerts will also be rendered inoperative. Any elevator traveling away from the street floor, or from the lowest landing floor, will reverse at the next landing without opening its doors.

Door reopening devices for operated doors which may be affected by smoke or heat, and which would, if damaged thereby, prevent door closure, will be rendered inoperative, i.e.: electric eyes. "Door open" buttons and safety edges, however, will (and must) remain operative.

When an elevator car reaches the street floor, the car and hoistway doors will open and remain open. The car light will stay on in any cars available for "firemen service." All other car lights will extinguish.

All shaftway interlocks will be wired with approved high temperature wire as per code requirements.

Firemen Service (Phase II Operation)

To operate an elevator in "firemen service" mode, the key switch inside any such elevator car must be turned to the "firemen service" position. This switch will operate only if the lobby switch is in the "on" position, or the smoke detectors have been activated. Activation of any car key switch will override the lobby key switch and will put the elevators into manual operation mode (thereby overriding any other key switch controls and elevator landing call buttons).

Elevators in "firemen service" mode will be operable only from within the elevator car. Means will be provided within the car to permit passengers, after having made a floor selection, to immediately change their original selection or direction of travel prior to reaching the originally selected floor. This will be accomplished by means of a "reset" button. When the elevator reaches the selected floor, the elevator car and hoistway doors will open only in response to the "door open" button within the car and will then remain open (but may still be closed by depressing the "door close" button). If the "door open" button is released while the door is in the process of opening, the doors will automatically close.

Should the fireman choose to leave the elevator at any given floor, the key switch must be turned to the "hold" position, and the key must then be removed to prevent the elevator from leaving the floor. The shaft doors will remain open until the key switch is turned to the "on" position, and at that time, the elevator will resume Phase II operation.

Identification of Switches and Buttons

All key switch positions, instructions and buttons required by this rule will be conspicuously and appropriately labeled, as prescribed by current law, in red lettering.

All cover plates for such switches and buttons will bear the statutorily prescribed label "For Fire Department Use Only."

Independent Feature

An on/off key switch will be provided in the car operating station to remove the car from the system for independent service. When independent service is initiated, the operator will press the landing desired. Upon initiating the call, he will press the "door close" button provided in the car station which will immediately close the door. If the operator releases the door close button before the door is fully closed, they will fully reopen and remain open until the door close button is pressed. This feature, when initiated, will bypass all hall calls registered.

Shaftway Equipment

Limit Switches

New normal, final, and slow down limit switches will be provided at the top and bottom of the terminal landings. These switches will be secured to the shaftway guide rails. The slow down limits will reduce the car speed, allowing the normal limits to stop the car automatically at the terminal landings. The final limit switch will automatically remove power completely should the car travel exceed the terminal landing.

Pit Light Switch

A permanent light switch fixture will be installed so that it is accessible at or near the pit entrance. The light bulb will be externally guarded by a metal cage to prevent breakage. In addition, a duplex receptacle (electrical outlet) will be installed with a rating of not less than 15 amps and 120 volts.

Stop Switch

The elevator will receive a manual stop switch located adjacent to the nearest point of access to the elevator pit area at a height of 18" above the lowest landing sill. The switch will have a red operating handle and be permanently marked "stop", and indicate both stop and run positions. When this switch is opened, it will cause the electric power to be removed from the elevator.

Pit Ladder

A steel pit ladder will be installed in the elevator pit to provide easy access for pit and under car equipment maintenance. The new ladder will extend from the pit floor to 48" above the lowest floor landing and comply with code requirements for width and construction..

Guide Rails

The existing car guide rails will be retained and reused. All rails will be cleaned of accumulated dirt and grease, properly aligned plumb and filed smooth where necessary.

Cab Equipment

Elevator Cab

A new elevator cab enclosure will be installed utilizing an allowance of \$20,000. The new cab will consist of CRS shell of proper gauge and capacity and selected interior materials and finishes. The new cab will comply with all ANSI/ASME codes, and any further modifications will be described herein.

Cab Door Panels

A new set of hollow metal car door panels is included in the above allowance and will be constructed of 16-gauge steel, flush mounted on both sides, reinforced with continuous vertical members and contain sound deadening material.

Car Door Saddle

A new extruded aluminum car door saddle is included in the above allowance secured to the existing car platform with countersink threaded screws, and new car door nylon gib guides securely fastened to the car door.

Cab Flooring

A new nonskid vinyl tile floor will be installed in the elevator cab and is included in the above allowance. Color and design will be discussed with the owner/engineer, and samples for same, if desired/requested, shall be provided.

Platform Toe Guard

Where required, the entrance side of the platform will be provided with a smooth metal guard plate extending the full width of the hoistway door opening. The lower portion of the guard will be bent back between 60 to 75 degrees from the horizontal

Car Guide Shoes

New car guide shoes will be provided on the top and bottom of the car frame. The shoes will be swivel type with nylon gib inserts. The new guide shoes will be of proper capacity for the operation as described, and will be provided with adapter plates mounted, adjusted, and properly secured.

Car Top Inspection Station

Nouveau will provide each elevator with a car top inspection station fastened to the car crosshead, which will permit the car to travel at slow speed for maintaining, adjusting, or repairing shaftway equipment. The inspection station will consist of three (3) buttons "up", "down", "start" and two (2) switches "stop" and "inspection". An audio-visual signal will be provided to alert the mechanic that Firemen's Service Phase One has been activated.

Work Lights

New work lights consisting of a guarded incandescent bulb and fixture will be installed on the top and bottom of the elevator to provide proper illumination for maintenance personnel.

Door Operating Equipment

Electric Door Operator

Nouveau will furnish and install a new MOVFR solid-state type power door operator to provide the automatic door operation as described herein. This unit is ruggedly constructed and driven by a reversing motor which allows power to be applied to the closed door. Operating limit switches are enclosed within the power box to conceal and protect control wiring. The operator works on a crank principle, that is, one half revolution of the crank will either open or close the door. In this manner, the motion of the door is clearly defined. In case of power failure, the operator release will force the crank from center position to permit the opening of the door by hand. Included are complete accessory equipment of relays for starting, controlling, and stopping the travel of the door with necessary car and motor room wiring and traveling cable.

Car Door Hanger

A new car door hanger track assembly will be provided and will be of the heavy duty type. Sheaves will be not less than three and one quarter (3 1/4) inch in diameter and enclosed in steel housing. These hangers are of two point suspension, sheave type equipped with heavy duty sealed ball bearings, and furnished with felt oilers to keep track lubricated and clean.

Car Door Clutch

A new car door clutch will be installed and secured to the cab door. This unit will work with in conjunction with the new door operating unit, and the interlock locking and unlocking devices. All necessary adjustments will be made to provide smooth door operation. In addition, a zone locking device will be incorporated and prevent the doors from opening outside the door zone.

Solid State 3D Door Protection System

Furnish and install, for each elevator served, a new solid state 3D edge door protection system. This unit contains 40 horizontal infrared light beams strategically placed at intervals along the leading edge of the car doors, which creates a detection screen in the elevator entrance. In addition, with the 3D detection system is capable of sensing approaching passengers in advance of their crossing the car door threshold, thereby providing additional measure of safety for passengers entering the elevator car. This unit is insensitive to dust, moisture and vibration, is encased in aluminum, and requires virtually no maintenance. The infrared beams illuminate green when the doors are opening and flash red when the doors are begin to close. This unit is also equipped a voice annunciator which alerts the passengers as to both door openings and closings. This unit is fully guaranteed against malfunction during normal usage for a period of one year from the date of installation.

Shaftway Door Panels

New shaftway door panels will be installed consisting of 1 1/2 inch hollow metal construction and no lighter than 16-gauge furniture steel, reinforced with vertical members, and shall contain sound deadening material. Each panel will be equipped with all necessary reinforcements and equipment for the operation as specified and finished in powder coated paint.

Hangers

A new heavy duty steel hanger track will be installed over each hoistway door. Sheaves will be 3 1/4" in diameter and enclosed in a steel housing. These hangers will be of two point suspension sheave type, equipped with heavy duty steel roller bearings, and felt oilers to lubricate the track and keep it clean.

Closers

A new closer will be installed on each hoistway door. Each shall be of self-closing spring or reel type and mounted on the rear edge of the hoistway door to close the door automatically if the car is not at the floor.

Gib Guides

Nouveau will install two (2) removable guides at the bottom of each door panel. These guides will be made of solid nylon or solid teflon, mounted in galvanized steel brackets, and secured with stainless steel screws.

Door Safety Z Bar Guides

Nouveau will install one new safety Z guide bar at the bottom of each door panel, securely fastened to the door, with stainless steel countersink threaded screws.

Interlocks

A new approved electro-mechanical interlock will be installed at each entrance. All interlocks will be wired up so as to prevent the normal operation of the elevator unless all doors are locked in the closed position, and so as to prevent the opening of any hoistway doors, unless the car is at the desired landing. Each interlock will be wired with new, approved, high temperature wire as per code requirements.

Door Jamb Markings

At each landing served, a door jamb marking will be installed on each side of the entrance at a height of 60 inches above the landing. Characters will be two (2) inches high, will be visible from within the cab and elevator lobby, and will be repeated on the door jamb marking in grade 2 Braille. The plates will permanently be attached as per code requirements.

Car & Hall Signal Fixtures

Hall Stations with Digital Indicators

At each terminal landing served, a flush mounted vandal resistant hall push button station containing an "up" and/or "down" call button and LED position indicator will be installed. Each indicator display utilizes a seven bar LED digit, reading numbers of one inch characters corresponding to each floor served and be of Arabic numeral design.

Each button will be of stainless steel type, with a jewel insert which will illuminate upon depression, and remain illuminated until the call has been answered. Code required Phase One, "In Case of Fire" signage and phone line monitoring will be provided. The centerline of the hall call buttons will be 42 inches above the floor.

Note: All patching and painting of the disturbed wall surfaces is by others.

Access Key Switch

An access key switch will be installed at each terminal landing. This key switch will consist of a five (5) pin spring return key cylinder, removable only in the "off" position. Upon turning this key switch, the elevator will travel not more than 4' below the top landing and 5' above the pit floor, and will not operate at a speed greater than 150 F.P.M. This operation allows the top of the car and bottom pit equipment to be maintained and/or repaired.

Car Operating Station

Nouveau will install a flush mounted car operating station, with a stainless steel cover plate, in the elevator cab. The car operating station will be equipped with 1" diameter stainless steel buttons with jewel insert or halo corresponding to each floor served. When depressed, these buttons will illuminate until the desired floor is reached and automatically extinguish. This station will include buttons for alarm and emergency stop, switches for light, fan, emergency light test button, and other operations concealed in a locked service cabinet.

Car Controls (Handicap Features)

The centerline of the alarm button and emergency stop switch will be positioned vertically at a height of 35" inches. The alarm button will illuminate and sound when activated. The highest floor buttons will be no higher than 54" inches from the floor. A visual indicator will illuminate for each car call registered and extinguish when a call is answered. A "passing chime" will sound as each floor is passed. Markings will be adjacent to the controls on a contrasting color background to the left side of the controls. Grade 2 Braille text will be located immediately below the raised or recessed letters, numbers, or symbols.

Emergency Signal Devices

The emergency signaling system is used to signal a problem, and the communication system is then used to notify the occupants via audio/visual indicators that "help is on the way" and/or to relay other information or instructions. Signage will be applied when two way communication is necessary.

Hands Free Phone System

The phone will consist of a speaker, microphone, and amplifier integrated into a compact unit, mounted integral with the car station. Activation of this unit will be initiated by momentary depression of the Lexan button which automatically dials a pre-programmed outside number. This unit complies with all handicap requirements with all Braille markings.

Digital Position Indicator

The elevator will be provided with an LCD screen which can display current elevator position, direction, arrival arrows and controller priority messages customized with color schemes and architectural elements to reflect the building's identity. This 5.7" display will be installed integral with the car operating station and be driven by an encoder device installed in the machine room and interwired with the control equipment.

Emergency Light

An emergency light fixture will be installed integral with the car station. This fixture will consist of a rechargeable nickel cadmium battery, battery charger, and light fixture and will provide a constant level of emergency light for a period of not less than four (4) hours and will operate as per code requirements.

Car Direction Indicator

A visual and audible signal fixture with a flush mounted stainless steel coverplate will be installed in the door jamb of the elevator. The fixture will consist of an 4.3" LCD screen which will depict the direction the car is traveling. An audible signal will sound once for the up direction and twice for the down direction. The centerline of the fixture will be located at a minimum of six (6) feet from the floor.

Wiring & Traveling Cable

Wiring and Conduit

Nouveau will provide all necessary wiring for the operation as described herein. All wiring will be composed of not less than 18 gauge will be properly insulated, and will have a flame retardant moisture proof outer covering. All wiring, conduit, and riser pipe will be provided and installed and will conform to all electrical code requirements.

Traveling Cables

Polyvinyl chloride type (ETT) traveling cables with steel core will be provided and anchored to relieve the strain on copper conductors. Travelers will be hung so that a proper size loop is obtained. All new traveling cables installed will comply with NFPA standards. Traveling cables and associated wiring going to control equipment, car operating panels, groups of conductors etc. will contain at least ten (10) percent spare conductors.

Each traveling cable conductor will have a color coated outer covering for identification.

Special Provisions

Acceptance Testing

Upon substantial completion of said elevator modernization, the contractor will perform an acceptance and load test in the presence of an authority having jurisdiction in compliance with applicable code requirements.

Finishes

All signal fixtures covers are to be finished in stainless steel #4 brushed finish unless otherwise specified.

Painting

Upon completion of the project, the pit steel will be coated with a rust prohibitive paint.

Filing

All necessary paperwork, permits, and certificates pertaining to the work described herein will be filed with the authority having jurisdiction as per code requirements.

Equipment Removal

At the completion of the work, the Company will remove all waste material, rubbish, and/or replaced/discarded equipment, directly related to the above work. All equipment removed by the Company will become the property of the Company.

Related Work by Others

AC feeders terminating in a fused disconnect switch or circuit breaker shall be provided for each elevator in the machine room or machinery space. When sprinklers are provided in the machine room and/or hoistway, the disconnects must be of the shunt trip type and designed such that power is automatically disconnected to the elevator equipment prior to the activation of the sprinkler.

The mainline disconnect switch shall be located approximately 18 inches from the strike side of the machine room door and 52 inches above the floor. In situations in which the equipment (motors and machines) are not within sight of the mainline disconnect switch, an auxiliary non-fused disconnect shall be installed adjacent to the equipment.

A means of disconnecting the car light shall be provided for each elevator in the machine room and shall be located adjacent to the main line disconnect switch. Two (2) 20 amp circuits per elevator are recommended.

Machine room lighting (minimum 10 foot-candles) with the light switch located directly adjacent to the strike jamb and two (2) 20 amp G.F.I. outlets. **Note:** Adequate lighting is required for access routes to the machine room.

A phone line circuit in the machine room for emergency communications (24 hour emergency communications capability must be provided for the machine room and must be in an accessible location). The phone line should run in conduit and should terminate in a junction box adjacent to the elevator controller.

Adequate ventilation of machine room and/or machinery space to maintain temperature between 55° degrees and 90° Fahrenheit must be provided, and the machine room environment should be maintained at a level of 85% relative humidity or lower.

Smoke detectors must be in place in the elevator lobbies, machine room(s), and hoistway(s), with all wiring and activation signals brought to the elevator machine room, terminating in a junction box located adjacent to the elevator controller. Confirmation of fire return floor and alternate floor functions should be established.

Hoistway smoke exhaust provisions, in accordance with local codes, must be in place. There must also be a minimum of three (3) square feet of open area ventilation (a minimum of one-third of which shall be permanently open with the other two-thirds to be mechanically opened upon activation of a smoke detector located on the top of the shaft).

The machine room and/or machinery space must be enclosed and protected. The minimum machine room height shall be 7'- 6".

Access to the machine room and/or machinery space is to be a minimum of 3' - 6' wide by 6' - 8' high and should be self-closing and locking. The lock should be non-cancelling and operate from within the room without the use of a key. Stairs to access doors shall be at a maximum of a 60° degree incline with a top platform and railings in accordance with ASME A17.1

Beveled guards are required for projections, recesses and setbacks in the hoistway that project more than two (2") inches inside the general line of the hoistway on sides not used for loading or unloading.

Owner will provide for the cutting of marble, stone, glass, or ornamental wall surfaces to facilitate the installation of new fixtures.

A dry pit must be provided, by any accepted method, including pit sump, sump pump and/or drains. Drains connected directly to sewers shall not be installed. Sump pits or drains should be provided with adequate covers.

Engineering

Due to the extensive damage to the elevators, all costs are subject to an engineering survey to determine if additional unforeseen conditions may need to be addressed. The Company is not responsible for any present conditions that may result in additional work necessitated by said engineering survey.

Storage

It is the Contractor's understanding that the Owner will provide suitable storage areas for Contractor's material and equipment during the course of the work. Added costs to Contractor resulting from off-site storage or relocation of the storage facilities at the direction of the Owner shall be paid to Contractor by the Owner.

Terms of Agreement

Nouveau will file with the building department and obtain all necessary permits. Upon completion, Nouveau will obtain final approval from the authority having jurisdiction.

We will furnish all necessary certificates of public liability and workmen's compensation.

The contract price is subject to Florida State sales tax, unless we receive a properly executed certificate of capital improvement.

This proposal is subject to change or withdrawal without notice and is not binding upon the Company unless it is signed and approved by its authorized representative.

Unless otherwise agreed to in writing, it is understood that all work is to be performed during our regular working hours (8:00 a.m. to 4:30 p.m.), on our regular working days (Monday through Friday, excluding union holidays).

The purchaser agrees to pay, in addition to the price herein quoted, the amount of any tax based upon the transfer, use, ownership, or possession of the equipment, whether imposed by any law enacted after the date of this proposal or by existing law.

This contract cannot be canceled after acceptance unless consented to in writing. This Contract, including any and all Contract Documents listed herein, represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

Neither the purchaser nor the Company shall be liable to the other party hereto for any loss, damage or delay due to any cause beyond his or our reasonable control, including strikes, lockouts, fires, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or acts of god., provided, however, that should loss of or damage to our material or work occur at the erection site, the purchaser shall compensate the Company therefore, unless such loss or damage results from the Company's own acts or omissions. Under no circumstances shall either party be liable to the other for consequential damages.

Guarantee

We guarantee that the materials and workmanship of the equipment installed under these specifications are first class in every respect, and that we will make good any defects not due to ordinary wear and tear or improper use or misuse, which may develop within one (1) year from the date of completion.

Preliminary Schedule

- | | |
|--|----------------------|
| • Engineering | 3 Weeks |
| • Drawings | 4 Weeks |
| • Fabrication and Delivery of Equipment After Approval of Drawings | 10 Weeks |
| • Elevator Modernization | 4 Weeks per Elevator |

Payment schedule

30% due upon signing of agreement.

30% due upon delivery of equipment.

40% progress payments

The Total Cost Shall Be:

- Three Hundred Eighty Six Thousand Seven Hundred Eighty Seven Dollars and 00/100, (\$386,787.00) plus any applicable tax.
- Three months of free maintenance included.

Respectfully submitted,

Nouveau Florida.

By: _____
Jeffrey Ellis

Cc: Robert Speranza Jr.

Accepted: Judith Fenney
(Purchaser)
By: Judith Fenney
Title: Vice President
Date: 12/11/23