



**LERCH BATES**

*Building Insight*

**BAYSHORE BATH & TENNIS CLUB**

**DAYTONA BEACH, FLORIDA**



**MODERNIZATION  
CONSULTING SERVICES PROPOSAL**

**FEBRUARY 5, 2021**

*Prepared For:*

Robert Hinckley  
Manager, FLCAM

Bayshore Club Condominium Association  
925 N. Halifax Ave.  
Daytona Beach, Florida 32118

Phone: 386.255.3686  
Email: [managerbcma@gmail.com](mailto:managerbcma@gmail.com)

*Prepared By:*

Robert Dotson  
Sr. Consultant

Cell: 407.793.1943  
[Robert.Dotson@LerchBates.com](mailto:Robert.Dotson@LerchBates.com)

LB Project Number 0100032794



I. BASIC VERTICAL TRANSPORTATION CONSULTING SERVICES

Lerch Bates Inc. (Lerch Bates) agrees to provide Bayshore Club Condominium Association (Client) with the following consulting services for the (2) Two Traction Passenger Elevators:

A. Survey and Report

1. Conduct a detailed survey of all of the existing accessible equipment to determine its condition, remaining service life, and potential for reuse. The survey will include, but not be limited to, the following:
  - a. Machine Room power unit, controller, power conversion unit.
  - b. Hoistway: Guide rails/brackets, car sling and platform, guide shoes, buffers, car door operating equipment, hoistway door operating equipment, cables, wiring, switches, sills and supports.
  - c. Corridor: Pushbuttons, signal fixtures, hoistway entrances.
  - d. Car Enclosure: Pushbuttons, signal fixtures, emergency lighting, ventilation, normal lighting, car door protection, interior finishes.
  - e. Other: Fire/life safety provisions, architectural finishes, security features, monitoring panels.
2. Provide the Client with a written report documenting the survey results.  
Report will include:
  - a. Existing equipment disposition.
    - (1) Recommendations on the type of equipment needed for modernization.
    - (2) A summary of the present equipment which has potential for reuse.
  - b. Modernization options.
  - c. Current prevailing Elevator Code requirements, non-complying building conditions, and handicapped accessibility requirements relative to the equipment surveyed.
  - d. Related work required by other trades.

B. Construction Documents

1. Prepare "before" and "after" Division 14 elevator equipment modernization bid drawings, if hoistways or machine rooms are modified.
2. Prepare Division documents including:
  - a. Request for Quotation
  - b. Instruction to Providers
  - c. Provider Pre-qualification Form
  - d. Quotation Form
  - e. Supplemental Conditions
  - f. Summary of Work
  - g. Alternates
  - h. Project Procedures
  - i. Submittals
  - j. Material and Handling
  - k. Final Contract Compliance Review
  - l. Maintenance
  - m. Related Work by Elevator Contractor.



3. Prepare a detailed, performance-based equipment specification for the appropriate Division 14 section(s) in the Lerch Bates standard PDF electronic files. Specification will include:
    - a. Specific performance criteria relating to quality of equipment, performance times, ride quality, noise and vibration.
    - b. Established level of quality.
    - c. Compliance with accessibility standards.
    - d. Compliance with prevailing Codes directly related to the equipment application selected.
  4. Prepare an after installation continuing Preventive Maintenance Agreement in the standard Lerch Bates format.
  5. Configure Construction Documents to encourage competitive bidding.
  6. Provide a Bid Form in the standard format, if requested.
- C. Bidding Assistance
1. Submit Construction Documents to a select list of pre-qualified Elevator Contractors.
  2. Evaluate bids received from pre-qualified Elevator Contractors.
  3. Review any exceptions and/or clarifications with the Elevator Contractors.
  4. Provide a spreadsheet comparing bids.
  5. Submit written recommendations.
  6. Assist with Contract negotiations.
  7. Review the material delivery and construction schedule.
- D. Construction Administration
1. Review the Elevator Contractor's submittal for compliance with Construction Documents and Design Information provided by Lerch Bates. Review comments will be incorporated on one original and two (2) copies. Reviews will be limited to the initial submittal and 1 revision(s).
  2. Conduct 1 general progress review(s) during modernization to determine that work is proceeding in accordance with the Construction Documents and Design Information provided by Lerch Bates. Submit written report. Report will include:
    - a. Field observations.
    - b. Items not in conformance.
    - c. Percentage of equipment delivered, stored, or installed.
    - d. Percentage of overall completion.
    - e. Equipment not on the jobsite which could affect the completion schedule.
  3. Respond to Requests for Information (RFIs).



4. Assist with resolution of modernization problems.
5. Prepare Change Orders related to the Contract Documents and Design Information provided by Lerch Bates if required.
6. Review and comment on Elevator Contractor's Application(s) for Payment.
7. Conduct 1 final installation review(s) for equipment and performance compliance in accordance with the Construction Documents and Design Information provided by Lerch Bates and the approved submittals. Submit written report. Report will include:
  - a. Measured performance data.
  - b. Itemized deficiencies.
8. Conduct 1 follow-up review(s) to verify compliance with the final installation review deficiency report. The modernization should then be complete and the equipment operating in accordance with specified performance criteria.

Prior to expiration of warranties, perform a review of the equipment to confirm compliance with specification. Issue deficiency list as required, and follow up for corrections due under the terms of the warranty. If additional reviews are required due to Contractor failing to complete the deficiency report, they will be billed as additional services.

## II. FEES AND EXPENSES

- A. Fee for Basic Services will be \$12,500.00.
- B. The fee schedule for the work is listed below:

<u>Phase</u>	<u>Fee</u>
Survey and Report	\$ 1,500.00
Construction Documents Phase	\$ 3,500.00
Bidding and Negotiation Phase	\$ 1,500.00
Shop Drawing Review	\$ 500.00
Progress Review	\$ 1,500.00
Final Review	\$ 2,500.00
Follow-Up Review	\$ 1,500.00

- C. Reimbursable Expenses
  1. Travel expense: all mileage will be billed at .56 cents per mile.
- D. Invoice Payment, Interest on Unpaid Amount and Disputed Invoices

Lerch Bates will submit progress invoices which are due upon receipt and considered past due if not paid within thirty (30) days of invoice date. If payment in full is not received by Lerch Bates within sixty (60) calendar days of invoice date, invoices will bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the unpaid amount per month,



which will be calculated from the invoice date. Furthermore, if the Client has not objected to the invoice, as provided for below, and the invoice is more the sixty (60) days outstanding, Lerch Bates may proceed immediately to collection of the invoice without mediation as a condition precedent. Payment thereafter will first be applied to accrued interest and then to the unpaid principal.

Lerch Bates shall be compensated to the extent that Lerch Bates' services are requested, directed, and provided regardless of project schedule or Client's billing arrangement with Owner.

If the Client objects to any portion of an invoice, the Client shall so notify Lerch Bates in writing within fifteen (15) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.

Any dispute over invoiced amounts due which the Client has objected to and cannot be resolved within twenty-five (25) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved in accordance with the following Disputed Invoice Resolution process:

1. A demand for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation.
2. The other party shall deliver a written response to the party demanding mediation within seven (7) calendar days of receipt of the demand for mediation indicating that the other party agrees to mediate.
3. Should the other party fail to provide a written response to the demand for mediation within the seven (7) day time period, the requirement of mediation as a condition precedent under Terms and Conditions paragraph A.17 shall be deemed waived, and Lerch Bates may proceed directly with the filing of a civil complaint in a court of competent jurisdiction.

#### E. Termination of Services

Lerch Bates reserves the right to terminate this agreement upon seven (7) days' advance notice in the event Client fails to perform, including failure to make timely payment of invoices. Lerch Bates may, at its option, suspend work in the event payments are not received and will have no liability for any delay caused thereby.

#### F. Documents

All documents furnished by Lerch Bates are instruments of service and shall remain the sole property of Lerch Bates. Lerch Bates shall retain all common law, statutory, and other reserved rights, including the copyright thereto. They are to be used only for this project and are not to be modified, distributed, or used for any other project, in whole or in part, except with the written authorization of Lerch Bates. Lerch Bates accepts no liability for any unauthorized use or modification of these documents.

#### G. Additional Services

Lerch Bates' services exceeding the scope of the basic services will be considered additional services and will be provided based upon a mutually agreeable fee and terms, or at the following Lerch Bates hourly rates:



Principal \$ 250

H. Insurance

See attached sample Lerch Bates Certificate of Insurance. Insurance Certificates for this project will be provided to the Client upon execution of this agreement. In the event of insurance cancellation, the Client will be given thirty (30) days' written notice.

III. TERMS AND CONDITIONS

A. Lerch Bates Responsibilities

1. Confirmation of Verbal Authorization: Until such time that a written agreement is concluded, we will proceed based upon the terms of this proposal, including the Basic Services, Compensation, Reimbursable Expenses, and Terms and Conditions therein. If that process is not acceptable to you, please notify Lerch Bates Inc. immediately in writing.
2. Standard of Care: Services provided by Lerch Bates in connection with the Project will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing at the same time under similar circumstances.
3. Cost Estimates: Lerch Bates' opinions of probable cost, if any, will be based on training and experience. However, Lerch Bates does not have control over contractors' costs of labor or materials or other conditions affecting market pricing, and accordingly Lerch Bates does not warrant its opinions, nor that contractors' actual or quoted costs will not vary from its opinions of probable cost.
4. Submittal Review: Lerch Bates review of shop drawings and other submittals will be for conformance with the general intent of the Lerch Bates documents, and action taken or comments made by Lerch Bates shall not create or transfer responsibility for the content of such submittals. Responsibility will remain with the contractor or the party preparing said submittals.
5. Review of Pay Applications: Lerch Bates' review of the contractor's applications for payment, if any, will constitute Lerch Bates' opinion based on its review of the work in progress but will neither be a warranty nor a representation that the contractor has appropriately applied payments for any purpose of the contractor's work.
6. Services Excluded: Lerch Bates has offered a scope of services which its judgment is needed and required for a successful project outcome. Such services are not offered on a phased or a-la-carte basis. In the event Client does not authorize all services offered, Client assumes full responsibility for interpretation of the Lerch Bates deliverables.
7. Matters Outside Parties' Control: Client acknowledges that Lerch Bates, by undertaking this engagement, assumes no obligation nor responsibility to Client or its employees, guests, customers, suppliers, or vendors, nor any other person



whatsoever, for prevention or mitigation of property damage, personal or bodily injury, loss detention, or delay caused by accidents, strikes, lockouts, and any other cause including those resulting from force majeure.

8. **Schedule:** Lerch Bates will perform its services as expeditiously as is consistent with professional care and diligence. Lerch Bates shall not be responsible nor liable for any loss, damage, detention, or delay caused by accidents, strikes, lockouts, or by any other cause which is unavoidable or beyond Lerch Bates' control, to include any event for consequential damages of any kind or nature.
9. **Consequential Damages:** Notwithstanding any other part of this Agreement, and to the fullest extent permitted by law, neither the Client nor Lerch Bates, their respective employees, agents, or subconsultants, shall be liable to the other Party for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred, whether caused by negligence, breach of contract, express or implied warranty, or any other theory.
10. **Use of Equipment:** Lerch Bates shall have no responsibility for property damage or personal or bodily injury occurring while in, on, or about the equipment which is the subject of this agreement, or for the consequences of such damage or injury.
11. **Code Opinions:** Client acknowledges that Lerch Bates' recommendations, interpretations, opinions, and conclusions regarding requirements of applicable codes, ordinances, laws, and regulations shall be based on the current versions of said authorities as they exist at the time of the site review and may not reflect versions existing before or after the date of the review.
12. **Maintenance:** Client also acknowledges that preventive maintenance is required on all mechanical and electrical systems to assure safe, proper, and consistent operation of the equipment, and that as between Client and Lerch Bates said preventive maintenance is Client's sole responsibility.
13. **Client Information:** Client is responsible for providing, at its expense, to Lerch Bates such information as may be necessary to facilitate Lerch Bates' services herein; Lerch Bates shall be entitled to rely on all Client-supplied information being current, complete, and accurate regardless of the original source.
14. **Corporate Protection:** It is intended by the parties to this Agreement that Lerch Bates' services in connection with the Project shall not subject Lerch Bates' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim demand or suit shall be directed and/or asserted only against Lerch Bates, a Colorado corporation, and not against any of Lerch Bates' individual employees, officers, or directors.
15. **Limitation of Liability and Indemnity:**
  - a. In recognition of the relative risks and benefits of the Project to both the Client and Lerch Bates, the risks have been allocated such that the Client agrees to



- limit the liability of Lerch Bates and its employees to the Client for any and all claims, losses, costs and damages of any nature whatsoever arising from Lerch Bates' work on the Project, including but not limited to additional services not referred to in the parties' contract, so that the total aggregate liability of Lerch Bates and its employees to the Client shall not exceed Lerch Bates' total fees for work on the Project or \$50,000.00, whichever is greater. It is intended that this limitation shall apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- b. Lerch Bates shall not be liable for Client's employees or agents who accompany Lerch Bates while in or on Client's property. Client agrees to indemnify and hold harmless Lerch Bates, its employees, officers, directors, subsidiaries and consultants from and against any and all claims, demands, losses, damages, costs, or expenses, including attorneys' fees, which result or arise from, or relate to Client, or an agent or employee acting on behalf of Client, accompanying Lerch Bates' employees or consultants at any time during Lerch Bates' onsite activities.
  - c. Further, Client agrees to indemnify and hold harmless Lerch Bates, its employees, and its consultants from and against any and all claims, demands, losses, damages, costs, or expenses, including attorneys' fees, which are asserted by any other party, firm, or individual and which are alleged to result from or be related to this Agreement or the services hereunder, and which exceed the sum of \$50,000.00 or Lerch Bates' fee for the services hereunder, whichever is greater.
16. Mediation:
    - a. The Client and Lerch Bates agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation as a pre-condition to litigation or arbitration.
    - b. The Client and Lerch Bates further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers, and fabricators.
  17. Collection Costs: Should litigation or arbitration be necessary to collect any portion of amounts due Lerch Bates for work on the Project, Lerch Bates shall also be entitled to all costs of collection, including reasonable attorneys' and expert fees and costs.
  18. Extent of Agreement: This agreement, when executed by authorized representatives of both Lerch Bates and Client, constitutes the Contract between the parties hereto and all prior representations or agreements, oral or written, not expressly incorporated herein, are superseded.
  19. This Agreement shall be governed by the state laws of the local Lerch Bates office, and all actions pertaining to or arising out of this Agreement shall be filed in the county of the local Lerch Bates office.
  20. If applicable, Lerch Bates and Client hereby incorporate the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), and 29 CFR § 471. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity



or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

21. This proposal expires thirty (30) days from the submission date.

FOR: Bayshore Club Condominium Association    FOR: Lerch Bates Inc.

ACCEPTED

ACCEPTED

BY: *Serra Quach*

BY: *Robert Dotson*  
Robert Dotson

TITLE: PRESIDENT

TITLE: Sr. Consultant

DATE: 4/15/2021

DATE: February 5, 2021



**CERTIFICATE OF LIABILITY INSURANCE**

9/30/2021

DATE (MM/DD/YYYY)  
9/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000		<b>CONTACT</b> NAME: _____ PHONE (AC, No, Ext): _____ FAX (AG, No): _____ E-MAIL: _____ ADDRESS: _____																						
<b>INSURED</b> 1466115 LERCH BATES, INC. 9780 S. MERIDIAN BLVD. STE 450 ENGLEWOOD CO 80112		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td colspan="2">INSURER A: The Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td colspan="2">INSURER B: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td colspan="2">INSURER C: Allied World Surplus Lines Insurance Company</td> <td>24319</td> </tr> <tr> <td colspan="2">INSURER D:</td> <td></td> </tr> <tr> <td colspan="2">INSURER E:</td> <td></td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: The Cincinnati Insurance Company		10677	INSURER B: Zurich American Insurance Company		16535	INSURER C: Allied World Surplus Lines Insurance Company		24319	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES MAIN**      **CERTIFICATE NUMBER:** 16234268      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	GL06696080	9/30/2020	9/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eo.occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP6535871	9/30/2020	9/30/2021	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$ _____	Y	Y	EXS0591161	9/30/2020	9/30/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC6696081	9/30/2020	9/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	0312-0324	9/30/2020	9/30/2021	\$5,000,000 PER CLAIM/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: CERTIFICATE HOLDER AND OWNER ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/UMBRELLA LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER:</b> 16234268 FOR INFORMATION ONLY	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE: 
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# VERTICALASSESSMENTASSOCIATES, LLC ELEVATOR MODERNIZATION MANAGEMENT AGREEMENT

## Vertical Transportation Services:

- Safety Code Inspections & Test Witness Services  
Elevators  
Escalators  
Lifts /Dumbwaiters  
Moving Walks
- Consulting Services  
Equipment Assessment  
Maintenance Review  
Project Management  
Modernization Review  
Site Surveys  
Accident Investigation  
Plan Review  
Code Research  
Traffic Analysis
- Continuing Education  
Provider

### Owner or Representative

**Attention: Robert Hinckley, Manager**  
**Bayshore Bath and Tennis Club**  
**925 N. Halifax Avenue**  
**Daytona Beach, Florida 33118**  
 Roberth133@aol.com

**We propose our ELEVATOR MODERNIZATION MANAGEMENT SERVICES for the following elevator equipment:**

**Two - 13 Landing Traction Elevators, State Serial# 20472 & 20473**

**Location: Bayshore Bath and Tennis Club**  
**925 N. Halifax Avenue**  
**Daytona Beach, Florida 33118**

**Proposed on February 19, 2021**

1. **Terms:** The Term of this Agreement will be from the Date of Acceptance to the date of the final inspection of equipment being modernized, which is not to exceed two years unless extended in writing.

Pricing for the described Modernization Management is \$23,000.00 (twenty three thousand dollars). The amount to be paid in the following manner, \$8,500.00 (eight thousand five hundred dollars) at signing, \$6,000.00 (six thousand dollars) upon completion of the first car, \$6,000.00 (six thousand dollars) upon completion of the second car, with additional billing of the remaining balance at punch list completion. All balances due upon receipt of invoice.

2. Detailed examinations and inspections of this equipment shall be completed as required to obtain information necessary for the assessment of the equipment condition. The equipment condition assessment is a vital consideration before the commencement of modernization management.

3. A proposed set of specifications from the information obtained, if applicable, will be presented to the owner along with various options. Recommendations on repairs, adjustments, and replacements, as well as upgrades will be made and vetted through an acceptable format, until satisfactory resolution of any/all concerns has been forwarded. This could take several meetings depending on the basis of the concern and proposed solutions. Upon approval, a final list of specifications shall be produced in an RFP format from which elevator contractors shall bid the elevator modernization work.

4. The following services are included in the contract for modernization management services after approval of the specifications and prior to the commencement of work.

- VERTICALASSESSMENT ASSOCIATES, LLC will develop a bid specification in an RFP format and hold a mandatory pre-bid meeting with invited elevator contractors of the owner's choice. This meeting is to ensure that all bidders understand the specifications, are aware of the work to be performed, and that all bids will cover the same scope of work. This is the first vital step toward a smooth progression of the modernization.

Veteran Owned Small Business



Vertical Transportation Services:

- Safety Code Inspections & Test Witness Services
  - Elevators
  - Escalators
  - Lifts / Dumbwaiters
  - Moving Walks
- Consulting Services
  - Equipment Assessment
  - Maintenance Review
  - Project Management
  - Modernization Review
  - Site Surveys
  - Accident Investigation
  - Plan Review
  - Code Research
  - Traffic Analysis
- Continuing Education Provider

- VERTICALASSESSMENT ASSOCIATES, LLC will answer questions, provided in writing, prior to receiving bid packages to further clarify the Owner’s position and to ensure all of the participants receive all questions /responses before providing pricing. This is necessary to prevent one contractor having an advantage based on a particular response or concession.
- VERTICALASSESSMENT ASSOCIATES, LLC will receive the bid packages at our office in Tallahassee. A tabulation sheet will be provided while examination of the bid packages proceeds, with a goal of selecting the most responsible and responsive contractor. After vetting the submittals and contacting references, a side by side comparison will be provided to the board.
- VERTICALASSESSMENT ASSOCIATES, LLC will invite the top two prospective Contractors to a meeting with the Board to make a presentation on the capabilities of the individual company and detail the service and modernization resources in the immediate area that are available to support this project.
- Final review of the bids will be by both parties to this agreement, with VERTICALASSESSMENT ASSOCIATES, LLC providing a side by side analysis of the bids and presentations, with a recommendation to the Owner on which bid/contractor to accept. If necessary or requested, VERTICALASSESSMENT ASSOCIATES, LLC will negotiate on behalf of the Owner to improve services or value for services rendered.
- VERTICALASSESSMENT ASSOCIATES, LLC will conduct a pre-construction meeting to ensure information relating to access, parking, security, dumpster/storage container locations, etc. as well as work schedules and the coordination of other trades is on track.
- VERTICALASSESSMENT ASSOCIATES, LLC will review all invoices submitted, inspecting the material/work for compliance with the contract, including the specifications, and approve invoices only when appropriate.
- VERTICALASSESSMENT ASSOCIATES, LLC will make regular site reviews once the work begins to ensure work performed meets specifications and Florida laws, rules and safety codes. We anticipate the work to take approximately 12-14 weeks per car for a total work duration of approximately 24-28 weeks.
- VERTICALASSESSMENT ASSOCIATES, LLC will conduct a punch-list inspection upon the completion of each elevator (that will include a performance analysis), with a final punch- list after the completion of the last car.
- A final inspection will be performed after all the work is 100% complete, with a report to the Owner.
- VERTICALASSESSMENT ASSOCIATES, LLC will provide an overview report to reflect any system changes, thereby providing the Owner both a baseline for measuring effective performance/maintenance and a tool for budgeting future needs.

5. All examinations shall include equipment necessary for the performance thereof.

6. VERTICALASSESSMENT ASSOCIATES, LLC will exercise caution and care in performing these inspections.

7. VERTICALASSESSMENT ASSOCIATES will draft a comprehensive maintenance bid specification that will allow Bayshore Bath and Tennis Club to competitively bid elevator maintenance services at the conclusion of the modernization process. This agreement will cover all elevators, establishing aggressive guidelines for maintenance/code compliance, minimum preventive maintenance frequencies, substantial documentation requirements, as well as providing significant incentives to reduce instances of non-compliance and extended down time.

8. We will perform all work during regular working hours of our regular working days unless otherwise stated. Monday through Friday 8:00 am to 5:00 pm excluding legal holidays.

9. We are to be granted free access to and the free use of the elevator equipment at any time during business hours that is mutually agreeable.

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Vertical Transportation Services:

- Safety Code Inspections & Test Witness Services
- Elevators
  - Escalators
  - Lifts /Dumbwaiters
  - Moving Walks
- Consulting Services
  - Equipment Assessment
  - Maintenance Review
  - Project Management
  - Modernization Review
  - Site Surveys
  - Accident Investigation
  - Plan Review
  - Code Research
  - Traffic Analysis
- Continuing Education Provider

10. Nothing in this Agreement shall be construed to mean that VERTICAL ASSESSMENT ASSOCIATES, LLC or its subsidiaries, officers, directors, agents or employees, (herein collectively referred to as "affiliates") assume any liability for damages or otherwise on account of accidents to persons or property (including but not limited to accidents arising or resulting from the use of the elevator). You shall be solely responsible for supervising the use of the equipment and you shall provide whatever attendant personnel, warning signs and other controls and cautions that may be required or desirable to insure safe operation. You shall at all times be solely liable for the operation of the equipment and you shall indemnify, protect and save harmless VERTICAL ASSESSMENT ASSOCIATES, LLC and its affiliates from liabilities, losses and claims of any kind or nature imposed on, incurred by, or asserted against VERTICAL ASSESSMENT ASSOCIATES, LLC or its affiliates arising out of the operation of the equipment except those adjudicated to be directly due to the negligence of VERTICAL ASSESSMENT ASSOCIATES, LLC.

11. Neither VERTICAL ASSESSMENT ASSOCIATES, LLC nor its affiliates shall be liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, material shortages or by any other cause which is beyond its reasonable control, or in any event, for incidental or consequential damages. VERTICAL ASSESSMENT ASSOCIATES, LLC shall not be liable for any work, service or material other than that specifically mentioned herein.

12. This proposal, when accepted by you and approved by an executive officer of VERTICAL ASSESSMENT ASSOCIATES, LLC shall constitute the entire contract between us and all prior representations or agreements are superseded.

13. This agreement null and void if not fully executed and returned to VERTICAL ASSESSMENT ASSOCIATES, LLC by June 01, 2021.

Respectfully submitted,  
**VERTICAL ASSESSMENT ASSOCIATES, LLC**

Accepted For:  
**Bayshore Bath and Tennis Club**

Submitted by: William C. Strawn

Approved for: Vertical Assessment Associates

By \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Date)

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