



Elevator Consulting Proposal

Prepared by:

TEC

The Elevator Consultants
312.519.9949

www.theelevatorconsultants.com

October 2, 2024

John Luther
Board of Directors
Four Seasons Condominiums
3799 S Banana River Blvd
Cocoa beach, FL 32931

Project: Equipment and Service Analysis and Audit
Located at 3799 S Banana River Blvd, Cocoa Beach, FL 32931

Dear John

We are pleased to present our proposal for an Equipment and Service Analysis and Audit of the vertical transportation systems at 3799 S Banana River Blvd, Cocoa Beach, FL. This proposal includes a total of three (3) vertical transportation units. The Elevator Consultants will perform a comprehensive audit of the equipment by gathering all available data, including past records, on-site surveys, and logs. Below is an outline of our scope of services and pricing:

EQUIPMENT AND SERVICE ANALYSIS AND AUDIT PROCESS:

- **Review of Existing Maintenance Contract:** Analyze the current vertical transportation maintenance service agreement, including coverage types, extent of coverage, and pricing. We will discuss operational needs with ownership to ensure the contract aligns with building requirements.
- **On-Site Equipment Survey:** Perform a detailed survey of the building's vertical transportation systems, including machine rooms, hoistways, pits, and lobby areas. The building will facilitate access to the equipment as needed.
- **Equipment Condition Assessment:** Conduct a thorough review of each unit's condition, measure performance, and assess the quality of maintenance and repairs performed.
- **Upgrade Recommendations:** Provide recommendations for potential equipment upgrades, along with a 5- and 10-year timeline. This will include mandatory code updates and owner responsibilities.
- **Service Data Review:** Review the last six months of maintenance data, including service records, callback logs, and repair histories.
- **Written Audit Report:** Deliver a detailed written report, including an executive summary, photographs of deficiencies, recommendations, and a punch list of required actions.
- **Report Review with Ownership:** Review the audit report with ownership during a scheduled phone call (one session included).
- **Implementation Strategy:** Develop a strategy to help ownership achieve the recommended improvements through their elevator service provider.
- **Punch List Submission:** Submit the punch list to the elevator service provider and request a schedule for completion of the outlined tasks, if applicable.

Fee: \$1,800.00

In the event that vendor registration fees are required, they will be added to the first invoice.

Additionally, Four Seasons Condominiums will have free access to the ElevatorApp™ for three (3) months upon contract execution. This real-time software-as-a-service (SaaS) platform automates the monitoring and tracking of maintenance service contracts, changes, and charges associated with your equipment. ElevatorApp™ also collects Maintenance Control Program (MCP) data for code compliance, providing transparency into your service provider contract and delivering essential data for inspections. The app's reporting, alerts, and aggregated data allow access from any electronic device, keeping you informed about your building's equipment.

For the 5-year elevator equipment and service analysis audit, access to the elevator hoistways will be required. A mutually agreed-upon time will be scheduled with Ownership and/or Management to complete the audit. Our service is fully confidential, and no information will be disclosed to third parties without prior approval from Ownership. Once permission is granted, we will notify your elevator service company of any punch list items that need to be addressed.

The return on investment (ROI) for this comprehensive elevator equipment and services audit is typically realized in less than one (1) month. While the extended life of the equipment due to this audit varies, past clients have experienced significant long-term savings.

Additional Services:

Any additional services requested will require written authorization via email, letter, or fax from Ownership and/or Management. These services will be billed at \$225.00 per hour and may include, but are not limited to, elevator repair or code upgrade statements of work, project management for the preventative maintenance contract, non-elevator work specifications, or negotiations of service provider contracts. Standard local travel and document reproduction expenses are included in the fixed fee. Any special document reproduction, overnight deliveries, or pre-approved expenses will be billed at cost.

Billing terms: 50% of the total fee will be due upon contract signing, with the balance due upon delivery of the audit report.

We appreciate the opportunity to provide this proposal for an Elevator Equipment and Service Analysis and Audit. If you have any questions regarding the proposal or the project, please feel free to contact me at 312.519.9949. We look forward to working with you.

Sincerely,

William Kohl
The Elevator Consultants

Terms:

A.) Performance of Services

All services provided by the Consultant hereunder shall be performed in a reasonably prompt manner and shall be in accordance with the highest professional standards applicable to such services of the type of project contemplated by this Agreement, and Consultant shall be responsible for all services provided hereunder. The Consultant will perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay. A mutual date for the services will be agreed upon with The Consultant and Client or Owner. In the event that the Client or Ownership is not prepared at the time of services scheduled the hourly rate will apply and any fees incurred will be charged.

B.) Payments

Invoices services will be submitted ½ upon contract signing and balance upon emailing the report. Client or Owner will be billed in full at which payment will be due. Invoices shall be payable upon receipt. If paying by credit card a 6.9% processing fee will be added. After 30 days, interest at a rate of 1.8% per month shall accrue on the unpaid balance and shall be billed as a late payment charge. Invoices beyond 45 days will result in a mechanics lien. The cost of all lien fees will be added to invoices and will be the responsibilities of the building, client and / or ownership. Any vendor registration fees which are required by Owner/ Management will be charged back to Owner/Management at cost.

C.) Documents

Reports, drawings and specifications are provided as instruments of service and shall remain in the sole property of The Elevator Consultants. The Client and the Owner agree to indemnify and hold harmless The Elevator Consultants for use on other projects or extensions to this project beyond the scope of description herein.

D.) Additional Services

This agreement represents the full scope of services intended for the project. Additional requests which materially increase the scope of services described herein shall be compensated as Additional Services for a mutually agreed upon fee. Nothing in this proposal/ agreement shall require either party to be bound to any future agreement or obligations beyond the scope of services described above.

E.) Insurance

During the period this contract is in force, The Elevator Consultants shall carry insurance in the following amounts:

Workers Compensation:	Illinois Statutory Limits
General Liability Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability Coverage:	\$1,000,000
Professional Liability Errors & Omissions Coverage:	\$1,000,000
Professional Liability	\$5,000,000
Excess Umbrella	\$10,000,000

Insurance certificates shall be submitted to the property ownership. In the event of insurance cancellation, property ownership shall be given 30 days written notice by the Underwriter.

F.) Responsibility

The Elevator Consultants assumes no liability on account of accidents to persons or damages to property except for those due to the negligent or willful acts or omissions of The Elevator Consultants, its employees or agents:

G.) Extent of Agreement

This agreement, when signed and accepted below, constitutes exclusively the contract between the parties hereto and all prior presentations or agreements, oral or written, not incorporated herein, are suspended. Either party shall have the right to terminate this Agreement with or without cause, and without penalty, upon no less than thirty (30) days' notice to the other party. Consultant shall then be entitled to receive compensation for work completed in accordance with the Agreement and not previously paid for by Owner. Consultant shall have the right to terminate this Agreement with or without cause, and without penalty, upon no less than ten (10) days' notice to Owner and/or Owner's Representative. In the event that that project is delayed in anyway or new management or Board members are added The Elevator Consultants fees will be charged and additional fees will incur.

H.) Proposal Expiration

This proposal pricing is valid for 60 days from date offered and stated above.

Accepted Proposal:

The Elevator Consultants

Print Name

Date

Paul S Berner

Four Seasons Condominiums Association

PAUL BERNER

Print Name

10/14/24

Date