

ELITE ELEVATOR CONSULTING GROUP

Greenwich Condominium

Prepared for:

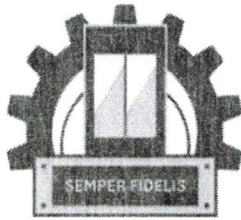
Greenwich Condominium Association, Inc.
1470 NE 123rd Street,
North Miami Beach, Florida 33161

Attention : Orlando Arron
General Manager

Project # CAP-175-425

Prepared by:
Charles Richter

Date Prepared:
May 7, 2025



ELITE ELEVATOR CONSULTING GROUP

This Agreement ("Agreement") is made between Elite Elevator Consulting Group, Inc., (herein referred to as "The Consultant"), proposes the following consulting services for vertical transportation for **Greenwich Condominium Association, Inc.** (herein referred to as "The Owner"), for the project located at **1470 NE 123rd Street, North Miami Beach, Florida 33161** (herein referred to as the "The Property").

- The Consultant is in the business of supplying vertical transportation consulting services, as described below, to commercial and residential properties similar to this property.
- The Owner and The Consultant wish to enter into this Agreement for the purpose of The Consultant providing specific consulting services to the Owner with respect to the Property.
- The term of this agreement is for twelve (12) months consecutive and may not be terminated unless paid in full prior to the end date. The twelve (12) months will begin on May 29th, 2025 and end on May 29, 2026. The agreement does not automatically extend and will be renegotiated prior to renewal.

THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Services: The Consultant will perform the Assessment on the **Three (3) Traction Elevators**, in accordance with the terms and conditions of this Agreement and in a professional, workmanlike manner and in keeping with the highest standards for the operation, appearance, and public perception of "The Property". The Consultant acknowledges that in providing such services, it shall always comply with all laws and regulations affecting The Consultant, The Owner, and The Property. All services by The Consultant will be scheduled in advance with The Owner or The Owner's representative.

Continuous Assessment Program (CAP)

Objective: The objective of the Continuous Assessment Program (CAP) is to continuously monitor and/or micromanage the existing maintenance vendor to help improve the overall operation of vertical transportation. In cooperation with The Owner and The Owner's representative, the elevator vendor will be continuously monitored on their performance as it relates to the current service agreement. At the end of the agreement The Consultant will create an equipment specific agreement for The Property.

The Consultant will perform assessments of the accessible elevator and related equipment to evaluate the condition of the equipment, and to determine the level of maintenance being provided. The Consultant will intervene on any elevator related issues to represent The Owner and The Owner's representatives. This program includes scheduled meetings and/ or phone calls with the elevator vendor, The Owner and the Owner's representative.

CAP Assessments Encompass:

- Elevator controller, drive, hoist machine, governor, hoist cables, and the machine room/space.
- Elevator hall lobbies, including exterior finishes of the entrance, and hall signal fixtures/push buttons.
- Pit area, including buffers, pit steel, governor tail sheave, pit access, pit lighting, and pit condition.
- Hoistway equipment, hoistway door panels, tracks, hangers, sills, facia, main rails, counterweight rails, counterweight frame, deflector sheaves, cartop sheave conduit, and wiring.
- Elevator cab frame, shell, platform, safeties, cartop, cartop handrail, door operator, and cartop controls.

Continuous:

- Review all time tickets of any time applied to this account by the elevator service provider. (Monthly)
- Review all invoices submitted for payment from the elevator service provider. (Weekly)
- Complete Assessments and submit the results to The Owner and the elevator service provider. (Completed within 12

months)

- Review all proposals submitted by the elevator service provider. (Completed as submitted)
- Review completed repairs. (As needed)
- Track available parts when needed to expedite the resolution of shut down elevators. (As needed)

Assessment Report: At the completion of each assessment, The Consultant will deliver a written report outlining the assessment findings and discuss/review with The Owner on site or by phone. The assessments will be staggered depending on the number of units and the travel of the elevators. Each unit will receive a full assessment within a twelve-month period.

Included in the report will be:

- An overview of the existing elevator equipment, including a summary of the condition of elevator equipment, and the remaining useful life.
- A detailed list of all deficiencies, which would be submitted to the elevator vendor for correction.
- A summary of possible expenses for elevator repairs, to assist in establishing a comprehensive budget.
- Performance and ride quality readings to ensure the elevator is performing to design and industry standards.
- A record of elevator trouble calls discussed with the current elevator maintenance provider.
- A before and after comparison of trouble calls and shutdowns, detailing the location of the call and the equipment failure. This will assist in directing the elevator service provider on where to concentrate the preventive maintenance efforts to increase reliability.

Special Conditions: "Consultant agrees to perform all services under this Agreement in an independent and impartial manner and shall not recommend, steer, or otherwise influence Greenwich Association toward any vendor, supplier, contractor, or service provider with whom Consultant has any direct or indirect financial interest, personal relationship, or other affiliation. The consultant shall promptly disclose in writing to Greenwich Association any such interest or relationship."

Compensation: The monthly compensation for the above proposed services shall be **Three Hundred Dollars and no cents (\$300.00)**, which will be billed quarterly, plus applicable sales tax if any, plus reasonable travel expenses.

A deposit of \$900.00, which is equal to one quarter will be billed in advance to activate the program, along with the first quarter of billing. Total on first billing is \$900.00. Expenses will be submitted in the billing of the trailing quarter.

Detail Break Down in Compensation:

Traction Elevators	Cost	Count	Sub-Total
Traction Elevator - 35 or more Floors.	\$180 per month.		
Traction Elevator - 25 to 34 Floors.	\$140 per month.		
Traction Elevator -15 to 24 Floors.	\$130 per month.		
Traction Elevator - 2 to 14 Floors.	\$120 per month.	3	\$360.00
Hydraulic Elevators			
Hydraulic Elevator - 4 or more Floors.	\$120 per month.		
Hydraulic Elevator - 2 to 3 Floors.	\$110 per month.		
Escalators			
Escalator External Review	\$150 per month.		
Escalator Internal Review plus the cost of the Service Provider.	N/A		
Property Management Discount	-\$60.00		-\$60.00
Monthly Compensation		3	\$300.00

Compensation Escalation

The monthly compensation fee will not be increased during the term of this agreement. This agreement is for twelve (12) consecutive months from the date of acceptance.

Reimbursement for Expenses

Standard Expenses are not included in the Total Cost for the elevator consulting. The expenses will be billed in addition to the compensation for the services. Expenses will include mileage (IRS Rate), toll and parking. Based out of Weston, Florida.

- Any additional expenses, fees for billing, and taxes are not included and will be billed in addition to the compensation.
- Travel Expenses for projects that are greater than 200 miles from The Consultant's Office will require lodging, travel, and meals, which will be negotiated prior to the work being performed. A copy of the receipts will be provided with the invoice.

Note: Expenses are limited to mileage, toll, parking and are capped at \$70 per visit.

Accountability

The Consultant shall not be responsible for or liable for any damage, loss, detention or delays caused by accidents, strikes, lockouts, or any other cause beyond The Consultant's reasonable authority. No work, service, or liability on the part of The Consultant other than as expressed herein, is included or intended.

The Consultant assumes no responsibility for the operation of the elevator equipment or liability arising from or in connection with loss of life, personal injury unless the sole negligence of The Consultant's employees. The Owner assumes all liability for damage to the elevator equipment or other property of The Owner or third person.

Except to the extent caused by the solitary negligence of The Consultant and its employees and agents, (in which event the Consultant shall indemnify the Owner per the same terms herein), The Owner will indemnify, defend, and hold harmless The Consultant and its employees and agents from and against any and all claims, actions, damages, liability and expenses, including fees of attorneys, investigators and experts, which may be asserted against, imposed upon, or incurred by The Consultant and its employees and agents and arising out of or in connection with loss of life, personal injury or damage to property in or about the elevators or arising out of the occupancy or use of the elevators or occasioned wholly or in part by any act or omission of The Owner. The Owner's obligations set forth herein as to both parties pursuant to this subsection shall survive the expiration or termination of this Agreement.

The Owner's primary responsibility for property damage or accidents to individuals while riding in or being in, on or about the equipment referred to herein is not affected by this Agreement.

Elite Elevator Consulting 's assessment of the estimated cost for the elevator contractor's work shall be based on its experience on similar projects in the same area as this project at the time of the opinion. Elite Elevator Consulting does not have control over the contractor's expenses, markups, or pricing for the elevator contractor's work covered under this project. Elite Elevator Consulting does not guarantee that the cost estimates provided by Elite Elevator Consulting will reflect the actual costs of the work performed. These estimates are solely for budgeting purposes.

Terms and Conditions

No Agency or Joint Venture: This agreement shall not be deemed to create a partnership or joint venture, and neither Elite Elevator Consulting nor The Owner is the other's agent, partner, employee, or representative. The Owner will not withhold any federal, state, or social security taxes from the compensation.

Documents: Elite Elevator Consulting provides Consulting Services, therefore any documents, physical or digital, prepared by Elite Elevator Consulting or provided by Elite Elevator Consulting to The Owner are property of Elite Elevator Consulting. Any documents provided by Elite Elevator Consulting may not be modified or copied in any way for any reason without explicit written permission by Elite Elevator Consulting. If any permissions are explicitly given by Elite Elevator Consulting to share the abovementioned documents with The Owner for copying or modification, Elite Elevator Consulting maintains the right to revoke said permissions at any time. The Owner will have no ownership, interests or rights to any documents shared by Elite Elevator Consulting.

Invoicing: Elite Elevator Consulting will submit invoices after the completion of the stages and/or tasks specified in the Scope of Work above. The invoices are issued as Net 30, meaning payment is due within 30 days of the invoice issuance date. If an invoice is unpaid 90 days after the invoice was issued, The Owner will be responsible for paying a 1.25% interest on any outstanding balance on said invoice, calculated from the original invoice issue date.

Out of Scope Work: Elite Elevator Consulting will only complete the Consulting Service specified within this Agreement. There may be instances in which the Consulting Service will include work outside of the scope of this Agreement or specifically requested by The Owner. In these instances, Elite Elevator Consulting and The Owner will come to an agreement on compensation for said Out of Scope Work, before the work is completed.

Contracting and Subcontracting: Neither Elite Elevator Consulting nor The Owner shall contract or subcontract any portion of the work described in this Agreement without the prior written approval of both Elite Elevator Consulting and The Owner. Approval of said contract or subcontracting shall not be unreasonably delayed or withheld.

Insurance: Elite Elevator Consulting has insurance coverage summarized in the table below. Elite Elevator Consulting will send proof of insurance to The Owner once Elite Elevator Consulting has received a signed and completed Agreement from The Owner. In the event Insurance is cancelled, The Owner will receive 30 days' written notice from the Underwriter.

<u>Type of Insurance Coverage</u>	<u>Amount</u>
Workers Compensation and Occupational Disease	<u>Statutory Coverage</u> Per Accident - \$100,000 Each Accident Aggregate - \$100,000 Policy Limit Per Disease- \$500,000 Each Employee
Commercial General Liability	\$2,000,000 Each Occurrence and \$4,000,000 Aggregate
Automobile Liability	\$2,000,000 Combined Single Limit
Excess/Umbrella Liability	\$3,000,000 Aggregate
Professional Liability	\$1,000,000 Per Claim and Aggregate

Disputes with Agreement: Any disagreement, claim, or dispute that stems from or is connected to this Agreement shall be settled first through mediation whereby the moving party shall send notice to the nonmoving party providing three mediators to choose from and three dates to attend the mediation. The non moving party has 10 days from receipt to choose the mediator and date. Failure of the non moving party to respond may result in the moving party seeking relief through binding arbitration held in Court in Broward County, Florida, following the procedures set by the American Arbitration Association within the State of Florida. The outcome of the case arbitration will be final and binding and may be enforced in both state and federal courts. The prevailing party in any arbitration or legal proceedings will be entitled to reimbursement for reasonable attorney fees and associated costs from the inception of the dispute pre-suit through any appeals. Additionally, The Owner will be responsible for covering the attorney's fees and expenses incurred by Elite Elevator Consulting in efforts to recover any unpaid amounts under this Agreement.

Extent of Liability: The Owner and The Owner's Agents agree to cap the liability of Elite Elevator Consulting Group, Inc for any claims, losses, damages, or costs including legal fees and court expenses, to a maximum of \$25,000 or the total amount billed under this Agreement, whichever is lower. Additionally, neither party will be held responsible to the other for any consequential, indirect, punitive, or special damages.

Governing Law: This Agreement will be interpreted and enforced in accordance with the laws of Florida. Any disputes between The Owner and Elite Elevator Consulting arising from this Agreement will be resolved under Florida state law and applicable Federal law in Broward County.

Severability: If any part of this Agreement is determined to be unenforceable or invalid by a court, public policy, or statute, only the specific provision found to be invalid or unenforceable will be impacted, and the remainder of the Agreement will remain in full effect.

Agreement: This proposal will become a binding agreement once signed by the authorized representatives of both parties below and will serve as the complete and exclusive contract between the parties. Any previous written or verbal agreements or representations not included in this Agreement will be considered void and are not part of this Agreement.

Miscellaneous: The headings in this Agreement are included for convenience only and do not form a part of the Agreement. They do not alter, restrict, define, or expand the terms of this Agreement. This Agreement will be binding on, and benefit, The Owner and Elite Elevator Consulting, along with their respective heirs, personal representatives, and permitted successors and assigns. All parties responsible for The Owner's obligations under this Agreement will be jointly and individually liable for those obligations.

This proposal is valid for 90 days from the submission date and shall expire thereafter.

Submitted By:

Elite Elevator Consulting Group Inc.

Signed: Charles R Richter

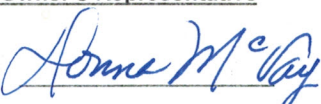
Print: Charles Richter

Position: Elevator Consultant

Date: May 7, 2025

Approved By:

The Owner or Owner's Representative

Signed: 
Print: DONNA MCVAY
Position: BOARD OF DIRECTORS
PRESIDENT - GREENWICH ASSOCIATION
Date: 5/29/2025

Billing Information

Please check your preferred payment method and provide your contact information for payment:

Email: greenwichmanager@outlook.com

US Mailing Address: 1470 Ne 123rd st. North Miami Fl, 33161

Billing Contact Person/Phone Number:

Name: Vanessa Pirda
Phone# 305-895-0191
Ext- _____

Is there a billing service charge: N/A.

If yes what percentage: 0 %