

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 3052.26**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING ROLLING CHANGE ORDERS TO THE WELLNESS CENTER CONSTRUCTION AGREEMENT WITH JOHN BELL CONSTRUCTION, INC. FOR THE TOWN WELLNESS CENTER PROJECT; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, on March 18, 2025, the Town of Golden Beach (the "Town") entered into a Construction Contract (the "Contract") with John Bell Construction, Inc. ("John Bell"); and

**WHEREAS**, under the terms of the Contract, John Bell is obligated to construct a new Town Wellness Center (the "Project") for a Total Contract Price of \$5,369,513.05; and

**WHEREAS**, to accommodate design changes and specifications required during the construction process, the Town Manager has approved Change Orders as presented in the attached Change Order Schedule; and

**WHEREAS**, the Town Manager will continue to bring to the Town Council Changes throughout the project, this being the first set of changes; and

**WHEREAS**, the Town Council wishes to accept and approve the changes presented by the Town Manager, adjust the Contract accordingly and adopt this Resolution to reflect the agreed upon changes between the Town and John Bell.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Terms.** The Contract terms will remain the same.

**Section 3. Implementation.** The Mayor and Town Manager are hereby authorized to take all steps reasonably necessary to implement the rolling change orders to the Contract and this Resolution.

**Section 5. Effective Date.** That this Resolution shall be effective immediately upon adoption.

Sponsored by **Town Administration.**


The Motion to adopt the foregoing Resolution was offered by Vice Mayor Lusskin, seconded by Councilmember Mendal and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Judy Lusskin	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Jessie Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>


PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 20<sup>th</sup> day of January, 2026.

  
\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

  
\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



# TOWN OF GOLDEN BEACH

100 Ocean Boulevard  
Golden Beach, FL 33160

---

## MEMORANDUM

---

**Date:** January 20, 2026

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,   
Town Manager

**Subject:** Resolution No. 3052.26 – Authorizing Rolling Change Orders  
to the contract between John Bell Construction, Inc. and the  
Town of Golden Beach for the Town's Wellness Center Project

---

Item Number:

7

### Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 3052.26 as presented.

### Background:

We are recommending approval of this Resolution to allow for the change orders attached.

Following the amendment of John Bell Construction's contract for the Wellness Center, the Town has been working closely with the contractor on an ongoing basis to address field conditions and project refinements necessary to bring the facility to completion. As part of this process, staff has been reviewing and approving change orders as required to maintain project momentum and avoid delays.

I am pleased to report that the Wellness Center project remains ahead of schedule. Accordingly, the attached change orders represent the first set of approved modifications since the contract amendment. These change orders are necessary to address project-specific conditions and ensure continued progress toward timely completion.

Staff respectfully request that the Town Council accept and approve the attached change orders. Moving forward, it is my intent to present to the Council at each regular meeting a summary of change orders approved in the period between Council meetings, so that the Council remains fully informed as the project advances.

Some of the change orders are procedural in nature and have no impact on the value of the contract (i.e. rain delays change order that call for possible extension of the contract end date, if needed).

**Fiscal Impact:**

Fund 330 will be used to fund these changes.



CHANGE ORDER LOG		
Project Name:		Golden Beach Wellness Center
Location:		1 Golden Beach Drive, Golden Beach, FL 33160



CO #	PCO #	Description	Amount	Approved Amount	Date Sent	Approval Date	Duration	Status
	PCO #001	Piles per latest Geotechnical Report 03/24/25	\$ 96,057.00	VOID	5/2/2025			VOID
CO #001	PCO #001.1	Piles per latest Geotechnical Report 06/14/25	\$ 24,464.70	\$ 24,464.70	6/25/2025	7/15/2025	0 days	Approved
	PCO #002	Civil / Sitework (work not in base bid)	\$ -					Pending Drawings
	PCO #003	Playground	\$ -					Pending Directive
	PCO #004	TKE Tariff Price Increase	\$ 10,000.00		7/8/2025		0 days	Pending Approval
CO #002	PCO #005	Special Inspector	\$ 31,619.25	\$ 31,619.25	6/20/2025	7/15/2025	0 days	Approved
CO #003	PCO #006	Rush Civil Work Not Included in Contract	\$ 24,317.50	\$ 24,317.50	9/5/2005	9/11/2025	5 days	Approved
CO #004	PCO #007	Rush Conflict with Underground Utilities	\$ 33,784.20	\$ 33,784.20	9/6/2005	9/11/2025	5 days	Approved
CO #005	PCO #008	Grout Pile Overages	\$ 23,049.00	\$ 23,049.00	9/7/2005	9/11/2025	5 days	Approved
	PCO #009	Access Control (Doors, Fire Alarm, Conduits)	\$ 105,652.12	VOID	11/26/2025		10 days	VOID
	PCO #009.1	Access Control (Doors, Fire Alarm, Conduits)	\$ -				10 days	Pending Pricing
	PCO #010	Elevator Pit Liquid Applied Water Proofing	\$ -					Pending Pricing
	PCO #011	Rain Delays	\$ -		9/16/2025		7 days	Pending Approval
	PCO #012	Additional LED Lights	\$ 13,067.50		10/6/2025		0 days	Pending Approval
	PCO #013	Rain Delays	\$ -		10/13/2025		2 days	Pending Approval
CO #008	PCO #014	Concrete Admixture & Slab Extension	\$ 19,855.37	\$ 19,855.37	11/26/2025	12/17/2025	5 days	Approved
CO #007	PCO #015	Storefront Revision	\$ 35,664.89	\$ 35,664.89	11/26/2025	12/17/2025	10 days	Approved
CO #006	PCO #016	Data	\$ 19,896.45	\$ 19,896.46	11/26/2025	12/17/2025	0 days	Approved
	PCO #017	CCTV	\$ 133,740.48	VOID	11/26/2025		0 days	VOID
	PCO #017.1	CCTV	\$ 133,741.48		11/27/2025		0 days	Pending Pricing
	PCO #018	Permit Fees Reimbursement	\$ -					TBD
	PCO #019	Beam for Storefront 1st and 2nd Floor	\$ -					Pending Pricing
	PCO #020	Additional Plumbing Drains	\$ 16,614.00		12/12/2025		5 days	Pending Approval
	PCO #021	Additional Stair Lighting - RFI #25	\$ 37,264.50		12/17/2025		5 days	Pending Approval
	PCO #022	Rain Delays	\$ -		12/12/2025		2 days	Pending Approval
			\$ 758,788.44	\$ 212,651.37				

Date Updated 12/17/2025  
By Jay Castellanos



## **GOLDEN BEACH WELLNESS CENTER**

### **PCO #004 TKE Price Increase**

This Potential Change Order addresses the increase in price from TK Elevator Corporation due to the current global situation.





## POTENTIAL CHANGE ORDER

AIA DOCUMENT G701

OWNER  
ARCHITECT  
CONTRACTOR  
FIELD  
OTHER

PROJECT:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160	PCO #:	004 TKE Price Increase
		DATE:	7/8/2025
		DATE OF COMMENCEMENT:	TBD
CONTRACTOR:	John Bell Construction 4000 SW 60th Court Miami, FL 33155	CONTRACT DATE:	NTP #01 -
		CONTRACT FOR:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was \$ 5,272,660.94

The Costs Associated with this Change Order are:

1 Plumbing Revisions (Exhibit A)	\$ 10,000.00
----------------------------------	--------------

Insurance (GL & Workers Comp)	1.0%	\$ 100.00
Standard Overhead & Management Fee	14.0%	\$ 1,400.00
Bond Cost	2.0%	\$ 200.00

The Contract Sum will be increased by this Change Order in the amount of \$ 11,700.00

The Contract Time will be increased by 0 days  
The date of Substantial Completion as of the date of this Change Order therefore is TBD

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Eric Dempsey	John Bell Construction, Inc	Town of Golden Beach
ARCHITECT	CONTRACTOR	CONTRACTED
700 S. Rosemary Ave, Suite 401, West Palm Beach, FL 33401	4000 SW 60th Court, Miami FL 33155	100 Ocean Blvd, Golden Beach, FL 33160
Address	ADDRESS	ADDRESS
BY	Gina Santibañez	BY
	BY	
SIGNATURE	SIGNATURE	SIGNATURE
DATE	7/8/2025	DATE

AIA DOCUMENT G701 - CHANGE ORDER 1987 EDITION - AIA REGISTERED - COPYRIGHT 1987 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N. W., WASHINGTON, D. C. 20006

G701-1987



John Bell Construction  
4000 SW 60th Court, Miami, FL 33155

Golden Beach Wellness Center  
1 Golden Beach Drive, GOLDEN BEACH, FL 33160

TK Elevator Corporation

Raul Rodriguez Jr  
Tel: 645-666-7809  
Email: raul.rodriguezjr@tkelevator.com

04/21/2025

TK Elevator Corporation (hereinafter "TKE") is dedicated to delivering John Bell Construction (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal in the amount of \$ 110,000.00 with sales tax included to furnish and install EOX TKE Elevator(s) based solely on the plans dated 12/20/2024, along with the clarifications noted immediately below and the conditions set forth on the pages that follow.

This Proposal shall remain in effect for the next 30 days unless it is revoked earlier by TKE in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities, TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal.

**Clarifications to Architectural Plans and Specifications:**

1. TKE is quoting EOX traction elevators, which are fully machine room-less and do not require any controller closet/machine room space.
2. 480 v, 3 PH, 60 HZ is required for all EOX projects, if a transformer is required to meet these power requirements it is to be provided by OTHERS.
3. TKE will require the following, which are to be provided by others.
  - a. One (1) 3 phase fused and lockable 480v disconnect for the inverter.
  - b. One (1) 120v single phase fused disconnect for the cab light circuit.
  - c. Additional 15 A disconnect for P.E.B equipment (when applicable).
4. For elevator controller option housed in the top landing entrance jamb. Wall thickness will need to be 8.5" at the controller landing to accommodate the fixed entrance frame depth.
5. To accommodate the fixed entrance frame depth, typical landings will need a wall thickness with a minimum of 5.25" thick and a maximum of 24". To achieve a flush wall-to-entrance frame a 7.875" thickness will be required.
6. Top landing elevator lobbies must be climate-controlled spaces.
7. Rollable access & material staging adjacent to the hoistway at the lowest landing must be provided upon elevator delivery.
8. Flooring to be provided by others and not to exceed 3/4" total thickness or 300lbs.
9. Please refer to dimensions and finishes below.
10. No allowances or bonds included
11. No operator time included
12. All inspections and coordination work with other trades to take place during normal working hours
13. Hoistway barricades, netting, to be provided and installed by others and maintained by TKE
14. Any card readers, cameras, etc to be provided and installed by others
15. All fire alarm, security, and low voltage wiring and equipment by others



16. Hoistbeam rated for 7,500 lbs provided by others
17. No construction or temporary use of the elevator is included in this proposal.
18. Composite crew clean up not included
19. Colors to be selected from TKE standard selections
20. Leveling tolerance to be 1/4"
21. Standard TKE submittals to be used. No PE stamping or certification included
22. Standard TKE product standards, equipment, install methods, and quality assurances to be used
23. TKE has included basic demonstration and training only, no videotaping or training videos are included
24. No tear outs, allowances, overtime, spare parts, or attic stock included
25. TKE will not agree to any liquidated or consequential damages
26. All grouting and fire stopping responsibilities to be by others
27. Inserts supplied by TKE but install by others
28. TKE will not agree to per project insurance aggregate
29. TKE will participate in OCIP/CCIP but will not agree to any credits or refunds
30. Work to be performed per TKE proprietary installation process and sequencing
31. Warranty period begins at time of final acceptance
32. Work to be performed per a mutually agreed upon schedule, changes to this schedule will be agreed upon in writing prior to any changes being made effective.
33. Any demo, cutting, patching, coring, sleeving, and grouting to be done by others.

**Value Engineering Opportunities and Alternates:**

1. Deduct \$23,000 if elevator is changed from Traction to Hydraulic( Changes need it; Add a elevator control room 7'1x7'2, increase pit depth to 5' pit.)

A trial subscription for MAX Digital Service has been included for the duration of the New Installation Maintenance (NIM) period. In the event you have any questions regarding the content of this Proposal please contact me 645-666-7809

We appreciate your consideration.

Regards,

TK Elevator Corporation  
Raul Rodriguez Jr





## 1.0 Specifications

### 1.1 Unit Description

Every EOX is green and digital



#### Eco-efficiency and sustainability



Energy efficiency acc. ISO 25745-2

Class A certification



Regenerative drive

With the regenerative drive the elevator recuperates energy during braking and feeds it back to the building grid for other electric consumers to use



Eco-mode

The elevator learns and adjusts to the traffic patterns of the building and lowers its acceleration force by up to 80% during off-peak hours



Standby mode

Electronic components throughout the system are switched off when the elevator is idle (e.g. car lighting, car display, frequency inverter)



Car lighting

High-efficiency LED lighting (74 lm/W)



Product declarations and certification

Environmental Product Declaration (EPD)

Health Product Declaration (HPD)

Hazardous Substances Management (SCIP, RoSH, REACH)

Green building certification calculations (BREEAM etc.)

#### Digitally native features and services \*



Integrated digital hardware

Native cloud connectivity and a new set of built-in, high-performance hardware components make EOX ready for current and future digital software products & subscription services.



In-car multimedia screen

The included in-car display enriches the travel experience, allows for a pre-defined layout, current floor and travel direction as a default and is ready for future in-car infotainment add-ons



Intelligent sensors

EOX includes new intelligent sensors for improved safety and reliability, such as an in-car optical sensor and an accelerometer, which is used to monitor the motion behavior of the car and the doors



Customer portal access

The cloud-based, self-service customer portal is accessible for free and is the entry point to access documents such as maintenance contracts and historical reports. It allows you to view the elevator performance, its energy efficiency or even create a ticket. For all additional costs associated with the latter, the provisions from the respective maintenance contract apply.



Smart maintenance

Not only is your new EOX digitally native, but so are our technicians. From the moment the elevator has been provisioned, real-time diagnostics will be regularly sent to our technicians, even when not on-site. This will enable them to detect shutdowns in real-time and have guided troubleshooting, focusing on the most likely failure causes.

\* Please note that all digital (software) services require a valid maintenance agreement with T3 Elevator for the green elevator unit. If this is not the case, the digital services including the emergency communication system will not be available and the in-car multimedia display will only display the current floor and travel direction.

## 1.2 Building B1, Group G1, Unit 1

### TK Elevator Description of Equipment

Unit <sup>1</sup> NickName:	1	Door Type:	Side opening
Units in Group:	1	Door Width:	3 ft 6 in
Product:	EOX Traction	Door Height:	7 ft 0 in
Application:	Passenger	Cab Height:	7 ft 4 in
Loading Class:	A	Clear Inside Cab Width:	6 ft 9 in
Seismic Equipment:	No	Clear Inside Cab Depth:	4 ft 4 in
Capacity:	2500 lbs.	Hoistway Width:	8 ft 6 in
Speed:	150 fpm	Hoistway Depth:	5 ft 9 in
Travel:	13 ft 0 in	Pit Depth:	4 ft 0 in
Landings:	2 stops (2 front, 0 rear)	Clear Overhead <sup>2</sup> :	12 ft 7 in
Power Supply:	480 Volts / 3 PH / 60 Hz	Controller Location:	Jamb
Code Year:	2019		
		<b>Limited Access Provisions</b>	
		Type:	No
<b>Cab</b>		<b>Car Fixtures</b>	
Cab Interior Type	Steel shell	Type:	Surface Mounted with Push Buttons (half height)
Cab Wall Column:	Painted	Finish:	Stainless Steel
Cab Side Wall:	Laminate	Fixtures Included:	Applied Car Operating Panel, Car Position Indicator, Car Riding Lantern
Cab Rear Wall:	Laminate		
Cab Front:	Stainless Steel	<b>Hall Fixtures</b>	
Cab Doors:	Stainless Steel	Type:	In-Jamb position
Cab Door Sill:	Aluminum	Fixtures Included:	Hall Stations, In-Jamb Position Indicator at Ground Floor
Cab Finished Floor:	By others (not exceed 3/4")	Lobby Panel:	No
Ceiling:	Downlight		
Ceiling Finish:	Stainless Steel		
Handrail Location:	Rear Wall only		
<b>Entrance Doors</b>		<b>Pit Ladder</b>	
Assigned		Pit Ladder Provider:	Retractable included
Entrance Finishing		Notch:	0
F - 2	Smoked Silver		
F - 1	Smoked Silver		

1 - Each individual elevator included in this Proposal will hereinafter be referred to as a "unit"

2 - The overhead is measured from the finished top floor, to the underside of the safety beam

3 - Standby lowering and/or standby operation requires a properly sized backup power source furnished and installed by Purchaser

4 - Entrance jamb mounted controller carries an entrance fire rating of one and a half (1.5) hours and equivalent hoistway rating of two (2) hours.



## FINISHES SELECTIONS

### Interior cab finishes

#### Laminates



Ashen  
Ironwood  
9901

Roman  
Graystone  
9902

Serene  
Sugar Pine  
9903

Mojave  
Chestnut  
9904

Heirloom  
Cherrywood  
9905

#### Metals **Additional Cost**



Smoked  
Silver  
F-131

Chalkboard  
F-119

#4 Brushed  
Stainless Steel

### Holstway doors and entrance finishes

#### Painted Metal



Smoked  
Silver  
F-131

Chalkboard  
F-119

Pitch  
Black  
F-112

Toasted  
Cotton  
F-132

Prime  
Grey  
F-400

#### Metal **Additional Cost**

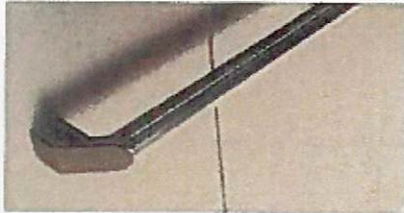


#4 Brushed  
Stainless Steel

**Accessories**



LED downlight ceiling



Handrail



Braille plates



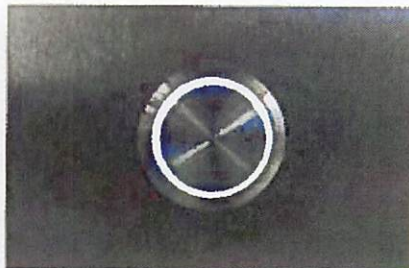
Aluminum

Standard aluminum sills

**Fixtures**



Integrated multimedia/infotainment screen



Hall call button



Car operating panel (COP)



Car riding lantern



Combo hall lantern and position indicator





## 2.0 Key Tasks and Approximate Lead Times

This Proposal is based on the applicability of all of the following conditions that shall be incorporated into a separate installation agreement between the parties as a condition for performing the work described above:

1. Execution of this Proposal
2. Payment for pre-production and engineering
3. Approval of layout (if applicable)
4. Upon validation of site readiness requirements

### Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)

Varies

Preparation of layout drawing package (upon receipt of separate installation agreement and plans)

2-3 Weeks

Approval of layout drawing package, by Purchaser (additional time required for cab, signal, entrance preparation and approval, if applicable. One revision is included in this Proposal price; additional charges and additional time will apply for additional revisions)

Varies

Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)

16-18 Weeks per Elevator

Installation of Elevator System per car (Upon completion of all required preparatory work by other trades. This time includes elevator installation only and does not reflect adjusting or inspection times.)

4 Weeks per Elevator

*The durations/lead times listed above are strictly approximations that can vary due to factors both within and outside of TKE's control, are subject to change without notice to Purchaser and shall not be binding on TKE*



## 3.0 Payment Terms

- Fifty percent (50%) of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TKE's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.
- 25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been





received at TKE staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

- 25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TKE fails to receive payment within thirty (30) days of the date of a corresponding invoice, TKE reserves the right to demobilize until such a time that the payments have been brought up to date, and TKE has the available manpower.
- The payment terms breakdown above shall be considered to be the Schedule of Values for the project as written. Billing shall be submitted on or before the 25<sup>th</sup> day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.
- Purchaser agrees that TKE shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TKE has been paid 100% both of the price reflected in this Proposal and for any other work performed by TKE or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.
- Default by Purchaser in payment terms may result in interest on sums due and unpaid at 1.5% per month or at the highest legal rate (whichever is less) and suspension of work until all outstanding balances are paid.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

Proposal Price		\$ 110,000.00
Initial progress payment	(50%)	\$ 55000
Material furnished	(25%)	\$ 27500
Total of remaining progress payments	(25%)	\$ 27500

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Rates	
Mechanic (Standard) per hour	\$ 295.00
Mechanic (OT) per hour	\$ 473.00
Team (Standard) per hour	\$ 505.00
Team (OT) per hour	\$ 835.00

The use of online portals for the submission of billing shall follow the terms of the Proposal and Purchaser agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TKE and any additional cost for such use is to be reimbursed to TKE via a reimbursable change order immediately upon acceptance.





## 4.0 Warranty Term

TKE warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TKE's "Final Acceptance Form" on the express conditions that all payments made under the separate installation agreement and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TKE. In the event that TKE's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TKE makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TKE will provide free service for periodic examination, lubrication, or adjustment, nor will TKE correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TKE prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of the separate installation agreement and any mutually agreed to written change orders have been made in full, TKE shall, at its own expense, correct any proven defect by repair or replacement. TKE will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TKE be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.



## 5.0 Additional Items

### 5.1 New Installation Maintenance (NIM)

- A. Following the execution of TKE's "Final Acceptance" form(s), TKE will provide the following services during normal working hours for the units described below:
  1. as circumstances warrant, the examination and adjustment and lubrication of the equipment installed by TKE during normal business working days and hours by the applicable TKE branch office and/or
  2. the dispatch of a TKE technician with to the location of the equipment in response to a call from the owner of the building where the unit has been installed or its designated representative, emergency personnel, passengers through the elevator's communication device and/or from remote monitoring through the equipment's communication line (if applicable) in order to free any entrapped passengers („callback services“) and/or
  3. to make covered repairs to the equipment installed by TKE. Covered repairs to the equipment include a visual investigation to determine the source of shutdown along with any resulting necessary adjustments and parts replacement so long as they are not due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond TKE's control that affects the use or operation of the equipment ("excluded work").
- B. The services described in (4)(A)(2) and (4)(A)(3) will be performed only during normal business working days and hours.
- C. Purchaser agrees to separately pay for all excluded work as defined in (4)(A)(3) above.
- D. If overtime has not been expressly included in (4)(B) above, Purchaser also agrees to separately pay for any callback services described in (4)(A)(2) and for any covered repairs described in (4)(A)(3) that are performed outside normal business working days and hours.
- E. Following the execution of TKE's "Final Acceptance Form", TKE will also provide Multi-Media Monitoring Services ("MMM") for the units described below and in accordance with the current applicable requirements of both the International Building Code and ASME A17.1. MMM includes seven (7) days per week, 24 hours per day dispatching service provided by TKE Communications call center for calls placed by Purchaser, or if the units have been turned over for beneficial use or ownership to an end user then to that end user (the "Owner"), to the local TK Elevator branch office and emergency telephone and multimedia monitoring on all units covered by this Proposal that have fully





operational telephone and in cab video and text equipment capable of placing a call to or initiating multimedia contact with that call center. Depending on the nature of the call and/or multimedia contact and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's or Owner's (as applicable) designated contacts at phone numbers provided by the applicable Purchaser or Owner (the "Designated Contacts") to TK Elevator in writing and/or a local TK Elevator service technician to be dispatched to the location of the affected unit. Please note that calls cannot be placed to "9-1-1" as the centralized TKE Communications call center does not have dialing access to local "9-1-1" numbers.

Unit Designation	# of Months after Final Acceptance
1.1	3 Month(s)

## 5.2 Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to ensure its own timely and separate completion of those items and to coordinate its own Purchaser's completion of those items with TK Elevator. The following is a list of both additional details applicable to this Proposal and those items that are not included in this Proposal:

### A. General

1. In no event shall TKE be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
2. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TKE reserves the right to modify this Proposal or rescind it altogether.
3. TKE is an equal opportunity employer.
4. TKE's performance of the work described in this Proposal and any separate installation agreement is contingent upon Purchaser furnishing TKE with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TKE as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TKE after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
5. All taxes, tariffs, duties, permit and/or license fees imposed upon TKE as of the date of the execution of this Proposal are included in the price of the Proposal. Purchaser is responsible, in addition to the Proposal price, to pay TKE for any additional (or any increase in) applicable taxes, tariffs, duties, permit and/or license fees imposed upon TKE after the date of acceptance of this Proposal by any governmental authority or by any of TKE's suppliers of the materials and/or components required in connection with this Proposal.
6. Purchaser agrees to provide TKE's personnel with a safe place in which to work and TKE reserves the right to discontinue work at the jobsite whenever, in TKE's sole opinion, this provision is being violated.
7. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TKE's standard practices and policies will require additional costs.
8. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TKE in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
9. All pricing options noted herein are based on acceptance at the time of project award.

### B. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:
  - a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/



- b. A legal machine/control room, adequate for the elevator equipment, including floors, trap doors, gratings, access platforms, ladders, railings, foundations, lighting, ventilation sized per the TKE shop drawings. Purchaser must maintain machine/control room temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
  - c. Adequate bracing of entrance frames to prevent distortion during wall construction.
  - d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
  - e. OSHA compliant removable barricades prior to TKE's installation (TKE will replace if removed by TKE). Barricades must allow clearance for installation of entrance frames and should be located no less than 24" from the exterior face of the hoistway wall. Prior to beginning installation, entrance protection and netting must be installed in accordance with OSHA 1926.502J to prevent any objects from falling down the shaft; please note that installation and netting are by others at no cost to TKE. Purchaser agrees to indemnify, defend and hold TKE harmless for any OSHA citations received as a result of Purchaser's non-compliance with OSHA standards.
  - f. A work platform in the hoistway at the top landing will be provided by Purchaser when required. The platform shall be constructed to the specification provided to the Purchaser by TKE.
  - g. A full rough opening to accept controller, typically at top landing or floor below top landing, an 8 1/2" minimum finished wall thickness at controller location and all interconnects (building power, fire alarm signals, phone line) to the top of the controller frame.
  - h. An OSHA compliant steel safety beam rated at the capacity verified by the structural engineer as shown on TK drawings. Beam to be installed 2" below the overhead roof deck as shown on the TK Elevator shop drawings before elevator installation.
  - i. A hoistway that is square and plumb within 1" from top to bottom of the total hoistway height. If the hoistway is outside of this required tolerance, Purchaser shall pay extra for any additional modifications required for a proper installation.
  - j. Adequate backing for the elevator guide rails (as shown on the elevator shop drawings). If not, Purchaser will be subject to extra charges due to any additional work required or delay.
  - k. 75 degree bevel guards on all projections, recesses or setbacks in excess of 4" in accordance with ASME A17.1.
  - l. Rough openings for the entrances that shall be no less than what is delineated on the elevator shop drawings;
  - m. Installation of inserts per TKE's layout drawing package. The inserts themselves will be provided by TKE.
  - n. Any tube steel and/or rail backing, including embeds and weld plates, that may be required by TKE for rail bracket attachment or guide rail support which Purchaser shall ensure is installed by others flush with the hoistway from pit floor to the top of the overhead to carry the loads of all equipment. Purchaser shall ensure that guide rails for traction elevators must attach to steel, CMU or concrete, not wood.
  - o. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding the TKE sill support as detailed on the TKE layouts along with all structural steel doorframes with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting these items.
2. Purchaser must specify wall thickness for elevator entrance frames on the layout approvals. The standard range wall thickness for elevator entrance frames is 3.25" to 12.5". TKE can accommodate entrance thickness of up to 22" at an additional cost.
  3. TKE is not responsible for verifying field dimensions or related work by others. Purchaser must verify all dimensions on the submittal drawings prior to equipment fabrication.

#### **C. Electrical and Life Safety**

1. Purchaser shall provide the following:
  - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
  - b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
  - c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
  - d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
  - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
  - f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
  - g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;



- h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
- i. a 220v single phase (20 amps) disconnect should be placed adjacent to the hoistway 1 floor above halfway within 50' of each hoistway;
- j. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration as shown on the layout drawing package. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

#### **D. Miscellaneous**

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Should building settling occur which requires elevator rail alignment / escalator leveling and alignment modifications during installation (or during any included New Installation Maintenance period as designated above), additional charges will apply.
3. Purchaser shall ensure full compliance with any governmentally required safety provisions not directly involved with the elevator / escalator installation.
4. Purchaser shall provide a finished cab floor with total thickness  $\leq 3/4"$ , weighing  $\leq 300$  lb.
5. Unless indicated, plastic laminate and powder coat are standard selections, with any other options requiring a price increase.
6. Purchaser shall provide an on-site dumpster. TKE will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
7. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).

### **5.3 Working Hours, Logistics and Mobilization**

- a. All work described in this Proposal shall be performed during TKE's regular working days - defined as Monday thru Friday and excluding IUEC recognized holidays - and regular working hours - defined as those hours regularly worked by TKE modernization mechanics at the TKE branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TKE and Purchaser (hereinafter TKE's regular working days and regular working hours shall be collectively defined as "normal working hours"). TKE shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TKE personnel at no additional cost to TKE.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form (MRF), which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TKE is authorized to warehouse the equipment at the TKE warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TKE for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TKE warehouse. Any warranties provided by TKE for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- g. TKE includes one mobilization to the jobsite. A mobilization fee of \$2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TKE's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.



- I. Purchaser shall provide an on-site dumpster. TKE will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.

#### 5.4 Temporary Use, Inspection and Turnover

- a. Unless required by specification, TKE will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TKE's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TKE's standard local billing rates. In the event that an elevator must be provided for temporary use, TKE will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TKE with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,500.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TKE's local service billing rates.
- b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TKE, TKE will charge Purchaser for both the cost of each re-inspection which shall be \$3,500.00 and a remobilization fee which shall be \$2,500.00 via change order prior to scheduling a re-inspection.
- c. Upon notice from TKE that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TKE's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TKE's notice of completion to Purchaser unless both TKE and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TKE's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
- d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.
- e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.
- g. Purchaser agrees to accept TKE's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.
- h. This Proposal includes the installation of an in-car emergency elevator communication system for the benefit of the deaf, hard of hearing and speech impaired (the "MAX Link - Multimedia") in accordance with the current applicable requirements of both the International Building Code and ASME A17.1. This Proposal does not, however, include the monitoring of any communications to and from that Multimedia Equipment and Purchaser (and any end user of the units) expressly acknowledge that it is solely their responsibility to ensure that any and all such communications are appropriately monitored in accordance with all applicable rules, codes, statutes and/or laws as a condition precedent to turnover of the units including but not limited to a modem and internet connection and a minimum of four (4) hours of battery backup for all communications.



## 5.5 MAX

MAX is a cloud-based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

## 5.6 Additional Terms and Conditions

- a. In no event shall TKE be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TKE reserves the right to modify this Proposal or rescind it altogether.
- c. TKE is an equal opportunity employer.
- d. TKE's performance of the work described in this Proposal is contingent upon Purchaser furnishing TKE with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TKE as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TKE after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TKE as of the date of the execution of this Proposal are included in the price of the Proposal. Purchaser is responsible, in addition to the Proposal price, to pay TKE for any additional (or any increase in) applicable taxes, tariffs, duties, permit and/or license fees imposed upon TKE after the date of acceptance of this Proposal by any governmental authority or by any of TKE's suppliers of the materials and/or components required in connection with this Proposal.
- f. Purchaser agrees to provide TKE's personnel with a safe place in which to work and TKE reserves the right to discontinue work at the jobsite whenever, in TKE's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TKE's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TKE in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TKE and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TKE's work place and prior to and during TKE's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TKE's employees or those of TKE's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TKE harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. TKE retains title to and a security interest in all equipment it supplies – which TKE and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TKE may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TKE's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TKE to file in public offices in order to perfect TKE's security interest in such equipment.
- l. TKE shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.



- m. The rights of TKE under this Proposal shall be cumulative and the failure on the part of the TKE to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TKE in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
- n. In the event TKE engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
- o. TKE can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
- p. Should loss of or damage to TKE's material, tools or work occur at the project site, Purchaser shall compensate TKE for such loss, unless such loss or damage results from TKE's own acts or omissions.
- q. Purchaser, in consideration of TKE performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TKE Elevator Corporation, TKE Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TKE party" and collectively the "TKE parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TKE party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TKE party. Purchaser recognizes that its obligation to defend the TKE parties under this clause, which is separate and apart from its duty to indemnify the TKE parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.
- r. Purchaser further expressly agrees to name TK Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.
- s. TKE's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.
- t. Unless so mutually agreed upon in a separate signed agreement, TKE shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this agreement

## 5.7 Specific Equipment Type Requirements

### Traction Machine Roomless Applications Only

- a. Purchaser shall provide TKE installation crew a work platform in the hoistway at the top landing. The platform shall be constructed to the specification provided to the Purchaser by TKE.
- b. A full rough opening to accept controller, typically at top landing or floor below top landing, an 8 1/2" minimum finished wall thickness at controller location and all interconnects (building power, fire alarm signals, phone line) to the top of the controller frame.
- c. Purchaser shall provide a temporary 220 VAC - 20 amps single-phase terminal with disconnect for each traction elevator at designated spot per TK Elevator local management at the start of the job for temporary operation of work platform.
- d. The full width of the hoistway should remain open at the bottom landing until all elevator equipment is installed within the hoistway.





## 6.0 Offer validity and acceptance

The price offer is valid for a period of Thirty (30) days from the date of its submission.

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TKE will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of \$ 110,000.00

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TKE manager.

### 6.1 Offer acceptance



By his/her signature, he/she acknowledges having read the General Terms and Conditions set out above and declares accepting them without reservation.

(Purchaser):

TK Elevator Corporation Management Approval

By:

By:

(Signature of Authorized Individual)

(Signature of Branch Representative)

(Print or Type Name)

(Print or Type Title)

(Date of Acceptance)

# EOX at a glance

## EOX - Moving you beyond your everyday elevator.

EOX is TK Elevator's new energy-efficient and digitally native elevator that adds value to your building. With a simplified, efficient delivery and installation process, EOX delivers the kind of quality you have come to expect from us tailored to your building's specific requirements.

Backed by German engineering and North American assembly, EOX has been designed to improve customer experience through increased uptime and extended product lifespan. It's all what you expect from an everyday elevator – and beyond. EOX brings premium specs to the entry level standard, such as a regenerative drive in the traction elevator system; sustainable, re-refined oil in the hydraulic elevator system; standard sleep, standby and eco-modes; space-saving design; digital infotainment screen; 24/7 remote monitoring and smart maintenance; smartphone connectivity to the elevator for passengers.

## Elevated Operating Experience

EOX is specifically engineered to provide your project with premium, future-proof features at an entry level price point. Designed to facilitate streamlined manufacturing and delivering processes, EOX safeguards your project's budgets and construction timelines. From reliable performance that ensures a smooth, quiet, reliable and quick ride – to providing your building with up to 45% energy reduction – EOX allows you to move beyond what's expected.

 <p><b>DIGITALLY NATIVE</b></p> <p>EOX is a truly "smart" elevator with 24/7 access to data, real-time diagnostics, onboard infotainment, and the ability for passengers to signal a ride from their phone.</p>	 <p><b>ACTIVITY PATTERN TRACKING</b></p> <p>EOX comes standard with a unique eco-mode that learns building traffic patterns to adjust speed and acceleration during low traffic times.</p>	 <p><b>SMOOTH RIDE</b></p> <p>With EOX, we didn't skimp on high quality components. EOX comfortably takes passengers to their destination.</p>
 <p><b>SHORTENED LEAD TIMES</b></p> <p>Supported by innovations in manufacturing, EOX reduces lead time by up to 50%. EOX is shipped strategically packaged and ready to install.</p>	 <p><b>SAFETY FIRST</b></p> <p>EOX delivers a smooth ride and sleek design combined with cutting edge passenger safety features in-car video monitoring and two-way chat.</p>	 <p><b>COST EFFICIENT</b></p> <p>EOX's real-time data, energy savings, and smart technology features come standard – saving cost now, and in the future.</p>



**jay@johnbellconstruction.com**

---

**From:** Rodriguez, Raul <raul.rodriguezjr@tkelevator.com>  
**Sent:** Thursday, May 8, 2025 7:18 AM  
**To:** jay@johnbellconstruction.com  
**Subject:** GOLDEN BEACH WELLNESS CENTER  
**Attachments:** TK Elevator Proposal- Gold Beach Wellness Center-4.21.25.pdf  
  
**Flag Status:** Flagged

Good morning, Jay,

It was nice talking with you yesterday, please see updated proposal due to current global situation.

Let me know if you have any questions and keep me posted on the project or anything I can help with.

Thanks

Regards,

Raul Rodriguez  
New Installation Sales Executive,  
Miami, FL

M: +1 645-666-7809, [Raul.Rodriguezjr@tkelevator.com](mailto:Raul.Rodriguezjr@tkelevator.com)  
TK Elevator Corporation | 7481 NW 66<sup>th</sup> St. | Miami, FL, 33166 | USA | [www.tkelevator.com/us](http://www.tkelevator.com/us)  
[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [Twitter](#) | [YouTube](#)

**Your future elevator is calling! [Click here to say hello to EOX](#)**

To place a service call please use our website or email for the quickest response.

<http://www.tkelevator.com/us-en/contact/online-service-request.html>

[Southeastdispatch@tkelevator.com](mailto:Southeastdispatch@tkelevator.com)

CONFIDENTIALITY NOTICE: This e-mail message is confidential and is intended only for the person(s) named above. Its contents may also be protected by attorney-client or work product privilege, and all rights to privileged information are expressly claimed and not waived. If you have received this message in error, please notify the sender immediately and delete/remove it from your computer system. Any reading, distribution, printing or disclosure of this message is strictly prohibited if you are not the intended recipient of this message. Thank you.



## **GOLDEN BEACH WELLNESS CENTER**

### **PCO #011 Rain Delays**

This PCO accounts for the total number of rain delay days for the week ending **Monday, September 15th**.

#### **Documented Rain Delay Dates:**

- Friday September 5<sup>th</sup>
- Tuesday September 9<sup>th</sup>
- Wednesday September 10<sup>th</sup>
- Thursday September 11<sup>th</sup>
- Friday September 12<sup>th</sup>
- Monday September 15<sup>th</sup>





## POTENTIAL CHANGE ORDER

AIA DOCUMENT G701

OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☐  
FIELD ☐  
OTHER ☐

PROJECT:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160	PCO #:	11
		DATE:	9/16/2025
CONTRACTOR:	John Bell Construction 4000 SW 60th Court Miami, FL 33155	NTP #02:	7/14/2025
		Original Substantial Completion Date:	7/24/2026
		CONTRACT FOR:	Golden Beach Wellness Center 1 Golden Beach Drive

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was

The Costs Associated with this Change Order are:

1 Rain Delays - (7) Days

Friday September 5th  
Monday September 8th  
Tuesday September 9th  
Wednesday September 10th  
Thursday September 11th  
Friday September 12th  
Monday September 15th

\$ .

Insurance (GL & Workers Comp) 1.0%  
Project Overhead 12.5%  
Management Fee 12.5%

The Contract Sum will be increased by this Change Order in the amount of

\$ .  
\$ .  
\$ .

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Eric Dempsey  
ARCHITECT  
700 S. Rosemary Ave, Suite 401, West Palm Beach, FL 33401  
Address

BY

SIGNATURE

DATE

John Bell Construcion, Inc  
CONTRACTOR  
4000 SW 60th Court, Miami FL 33155  
ADDRESS

Jay Castellanos

BY

SIGNATURE

9/16/2025

DATE

Town of Golden Beach  
CONTRACTED  
100 Ocean Blvd, Golden Beach, FL 33160  
ADDRESS

BY

SIGNATURE

DATE



## **GOLDEN BEACH WELLNESS CENTER**

### **PCO #012 Additional LED Lights**

This PCO includes additional LED lighting that was not clearly identified in the Bid Set. While the Lighting Schedule (E-502) listed LED1-LED4, these fixtures were not tagged on the floor plans, making their locations and quantities unclear at bid time. As a result, LED-1 required clarification, and LED-2 and LED-3 were not shown at all. Because this information was missing from the drawings, the subcontractor could not have included the full scope in their original pricing. RFI #5 Lighting Fixture Clarification confirmed the fixture types and required linear footage, which establishes this work as outside the original contract and the basis for this change order. See attached RFI #5 Lighting Fixture Clarification.

#### **Additional Work Includes:**

- Light Type LED-1 Max 70'
- Light Type LED-2 Max 110'
- Light Type LED-3 Max 30'





## POTENTIAL CHANGE ORDER

AIA DOCUMENT G701

OWNER  
ARCHITECT  
CONTRACTOR  
FIELD  
OTHER

PROJECT:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160	PCO #:	12 Additional LED Lights
		DATE:	10/6/2025
		DATE OF COMMENCEMENT:	TBD
CONTRACTOR:	John Bell Construction 4000 SW 60th Court Miami, FL 33155	CONTRACT DATE:	NTP #01 -
		CONTRACT FOR:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was \$ 5,272,660.94

The Costs Associated with this Change Order are:

1 Electrical - Additional LED Lights (Exhibit A)	\$ 11,168.80	\$ 11,168.80
--	--------------	--------------

Insurance (GL & Workers Comp)	1.0%	\$ 111.69
Standard Overhead & Management Fee	14.0%	\$ 1,563.63
Bond Cost	2.0%	\$ 223.38
The Contract Sum will be increased by this Change Order in the amount of		<b>\$ 13,067.50</b>

The Contract Time will be increased by 0 days  
The date of Substantial Completion as of the date of this Change Order therefore is TBD

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Eric Dempsey	John Bell Construcion, Inc
ARCHITECT	CONTRACTOR
700 S. Rosemary Ave, Suite 401, West Palm Beach, FL 33401	4000 SW 60th Court, Miami FL 33155
Address	ADDRESS
	Adrian Gonzalez
BY	BY
SIGNATURE	SIGNATURE
	10/6/2025
DATE	DATE

Town of Golden Beach
CONTRACTED
100 Ocean Blvd, Golden Beach, FL 33160
ADDRESS
BY
SIGNATURE
DATE

AIA DOCUMENT G701 CHANGE ORDER - 1987 EDITION - AIA REGISTERED COPYRIGHT 1987 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N. W., WASHINGTON, D. C. 20006

G701-1987

EXHIBIT A



10753 NE 3rd Ct, Miami, FL 33161  
Ph.305.965-4610 Fax.786-953-8719  
**DLD ELECTRICAL CONTRACTOR**  
Electrical Contractor State # EC13013062  
**Dedication-Loyalty-Diligence**  
**It is our commitment to you.**

---

**PROPOSAL    CHANGE ORDER # 1    2502-01**

---

Date: September 24, 2025  
To: John Bell Construction  
Project: Golden Beach Wellness Center  
Address: 1 Golden Beach Drive, Golden Beach, FL 33160

**Description of Work**

**A108 FIRST FLOOR PLAN**

- Furnish and install (1) light type LED-1 Max 70'
- Furnish and install (1) light type LED-2 Max 110'
- Furnish and install (1) light type LED-3 Max 30'

**A109 FIRST FLOOR PLAN**

- Furnish and install (1) light type LED-3 Max 87'

This Proposal specifically includes:

- U.L. rated material and labor installed in accordance with the N.E.C. & N.F.P.A

We hereby propose to furnish material and labor complete in accordance with the above specification, for the sum of:

<b>LABOR</b> -----	<b>\$2,800.00</b>
<b>LIGHTING PACKAGE INCREASE</b> -----	<b>\$8,368.80</b>
<b>TOTAL</b> -----	<b><u>\$11,168.80</u></b>

Payments to be made as

**This price does not includes payment of the permit.**

- 
- Work to be performed during/after normal business hour
  - Fire stopping, sealing of walls, floor or roof penetrations, patch and painting by others.
  - Any request of work no specified in this scope and with considerable price will represent a change order.



**EXHIBIT A**

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and hereby accepted.

You are authorized to do the work as specified above.

Payments to be made as follows: - **Progressive Payment.**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

Respectfully submitted by:

**Alexander B. Lopez**

**Owner**

**DLD-Electrical Contractor LLC**

305-965-4610

**A.lopez@dldelectricalcontractor.com**

# DEMPSEY DESIGN

700 S. BORDWICK AVE. SUITE 204  
WEST PALM BEACH, FLORIDA 33411  
561-884-4344

## WELLNESS CENTER

PROJECT ADDRESS  
10000 S. BOCA RATON BLVD. BOCA RATON, FL 33433

## TOWN OF GOLDEN BEACH

**EC**  
ENGINEERING  
CONSULTANTS

NO.	DATE	DESCRIPTION
1	07/24/18	PROJECT INITIATION
2	08/01/18	SCHEMATIC DEVELOPMENT
3	08/01/18	SCHEMATIC DEVELOPMENT
4	08/01/18	SCHEMATIC DEVELOPMENT
5	08/01/18	SCHEMATIC DEVELOPMENT
6	08/01/18	SCHEMATIC DEVELOPMENT
7	08/01/18	SCHEMATIC DEVELOPMENT
8	08/01/18	SCHEMATIC DEVELOPMENT
9	08/01/18	SCHEMATIC DEVELOPMENT
10	08/01/18	SCHEMATIC DEVELOPMENT
11	08/01/18	SCHEMATIC DEVELOPMENT
12	08/01/18	SCHEMATIC DEVELOPMENT
13	08/01/18	SCHEMATIC DEVELOPMENT
14	08/01/18	SCHEMATIC DEVELOPMENT
15	08/01/18	SCHEMATIC DEVELOPMENT
16	08/01/18	SCHEMATIC DEVELOPMENT
17	08/01/18	SCHEMATIC DEVELOPMENT
18	08/01/18	SCHEMATIC DEVELOPMENT
19	08/01/18	SCHEMATIC DEVELOPMENT
20	08/01/18	SCHEMATIC DEVELOPMENT

### KEY NOTES

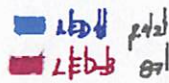
1. ALL EXTERIOR LIGHTING TO BE CONTROLLED BY THE SWITCH
2. LUTRON WIRE POWERPACK RELAY MODULE (WIRELESS LOW VOLTAGE) IN RESPONSE TO INFORMATION RECEIVED FROM A RADIO POWER BANK OCCUPANCY/EMERGENCY SENSOR, THE POWERPACK CONTACT CLOSING OUTPUT MODULE COMMANDS THE ROOM OCCUPANCY TO THE LUMIN (ON FAN)
3. ALL EXTERIOR LIGHTING TO BE CONTROLLED BY THE SWITCH AND PHOTOCELL

LED 1 10'  
LED 2 10'  
LED 3 10'

LIGHTING  
1st FLOOR

E-500





- ① ALL EXTERIOR LIGHTING TO BE CONTROLLED BY THIS SWITCH
- ② WHEN THE PORTEPOCH RELAY MODULE (WIRELESS LIGHT CONTROLLER) (DALLS-108-01-01) IN RESPONSE TO INFORMATION RECEIVED FROM A RADIO POWER SMART OCCUPANCY/VELOCITY SENSOR, THE PORTEPOCH CONTACT CLOSURE OUTPUT WOULD DEENERGIZED FROM OCCUPANCY TO THE LONG (EX 700)
- ③ ALL EXTERIOR LIGHTING TO BE CONTROLLED BY THIS SWITCH AND PHOTOCELL.

E-501

From to  (page 175 doesn't actually)





RFI #5: Lighting Fixture Clarification

WELLNESS CENTER – RFI  
1 GOLDEN BEACH DRIVE GOLDEN BEACH, FLORIDA 33160

TYPE: LED1

- Was quoted for the TYPE labeled "LLED" on the plans.
- We need confirmation whether this is the correct type since it is not following the lighting scheduled.
- We need verification of linear feet count for this type.

TYPE: LED2

- Not found on plans and not quoted.
- We need to know where the LED is going and we need verification of linear feet count for this type.

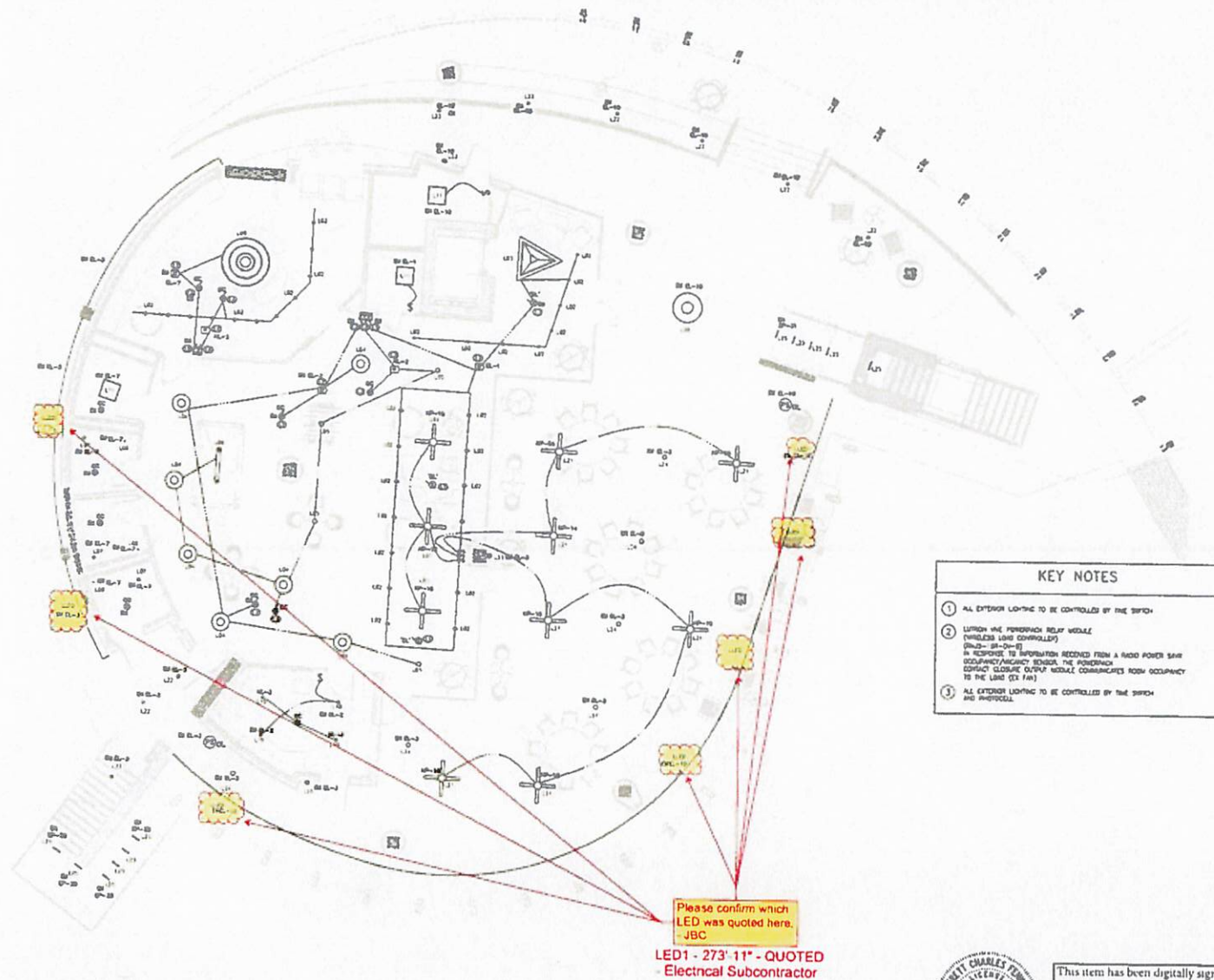
TYPE: LED3

- Not found on plans and not quoted.
- We need to know where the LED is going and we need verification of linear feet count for this type.

TYPE: LED4

- Was quoted for the TYPE labeled "NL-7" on the plans.
- We need verification of linear feet count for this type.

## RFI #5: Lighting Fixture Clarification



### KEY NOTES

- 1 ALL EXTERIOR LIGHTING TO BE CONTROLLED BY THE SHIMON
- 2 LUTRON THE POWERWORK RELAY MODULE (WIRELESS LINK CONTROLLED) (SWL2-01-01) IN RESPONSE TO INFORMATION RECEIVED FROM A RADIO POWER SAVE OCCUPANCY/EMERGENCY SENSOR, THE POWERWORK CONTACT CLOSURE OUTPUT MODULE COMMUNICATES ROOM OCCUPANCY TO THE LOAD (EX FAN)
- 3 ALL EXTERIOR LIGHTING TO BE CONTROLLED BY THE SHIMON AND PHOTOCELL



This item has been digitally signed and sealed by Everett C. Fennell, PE on 03/03/2025.

Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

**DEMPSEY  
DESIGN**

100 S. ROSEMARY AVE. SUITE 300  
WEST PALM BEACH, FLORIDA 33411  
TEL: 561-835-3400

**WELLNESS  
CENTER**

TOWN OF  
GOLDEN BEACH

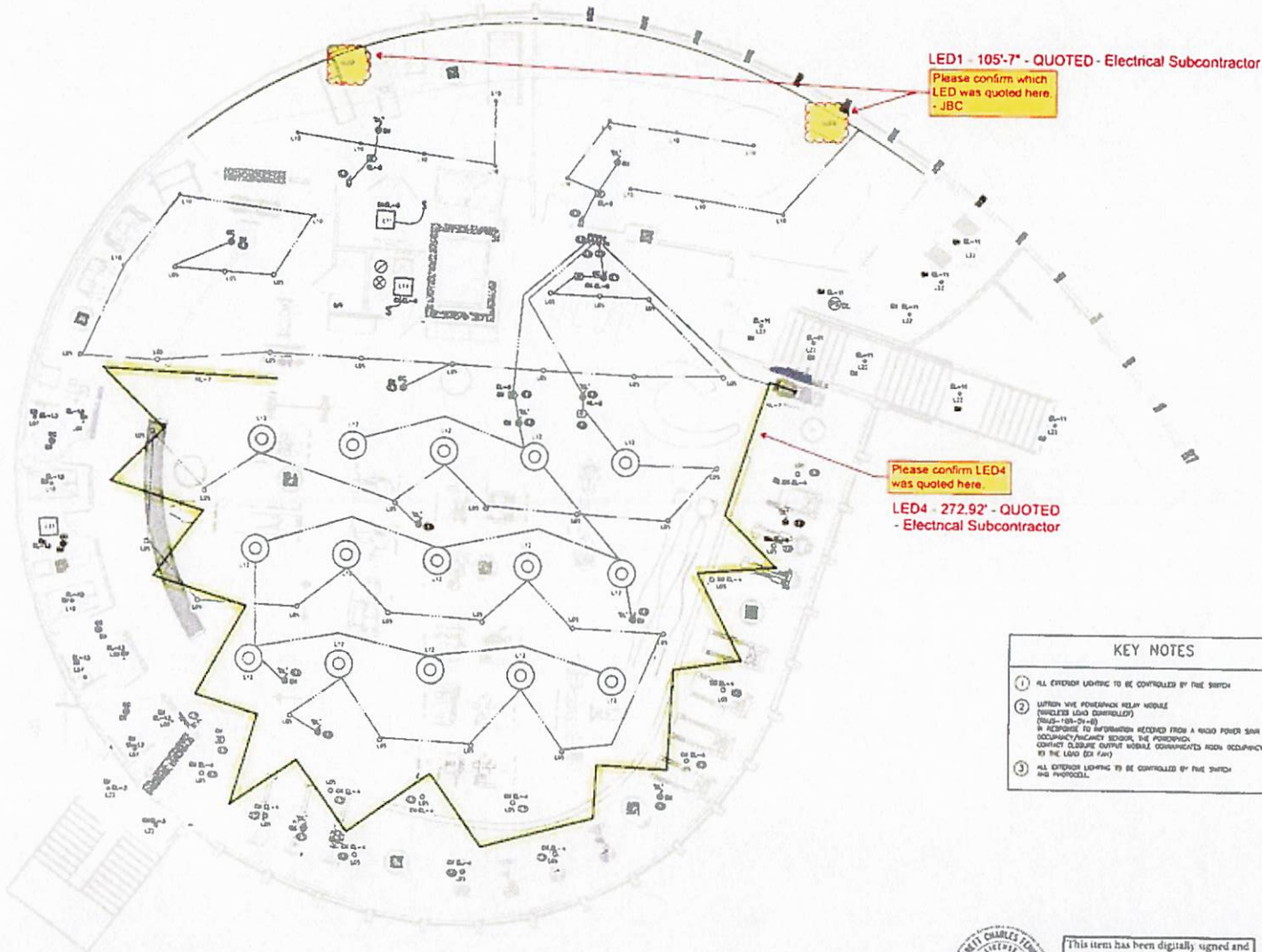
**ECF  
ENGINEERING  
CONSULTANTS**

LIGHTING  
1st FLOOR

**E-500**



## RFI #5: Lighting Fixture Clarification



### KEY NOTES

1. ALL EXTERIOR LIGHTING TO BE CONTROLLED BY THE SWITCH
2. LAMPON WIRE POWERWIRE RELAY MODULE (WIRELESS LED CONTROLLED) (100-100-20-00) IN RESPONSE TO INFORMATION RECEIVED FROM A WIRELESS POWER SWIR (COMMUNICATIONS RELAY THE POWERWIRE CONTACT CLOSURE OUTPUT WIRELESS COMMUNICATIONS TO THE LEDS (See Plan))
3. ALL EXTERIOR LIGHTING TO BE CONTROLLED BY THE SWITCH AND PHOTOCELL.



This item has been digitally signed and sealed by Everett C. Fennell, P.E. on 03/03/2025

Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

**DEMPSEY  
DESIGN**

**WELLNESS  
CENTER**

**TOWN OF  
GOLDEN BEACH**

**EC**  
**ENGINEERING  
CONSULTANTS**

**LIGHTING  
2nd FLOOR**

**E-501**







## **GOLDEN BEACH WELLNESS CENTER**

### **PCO #013 Rain Delays**

This PCO accounts for the total number of rain delay days for the week ending Monday, October 13th.

Documented Rain Delay Dates:

- Wednesday October 8<sup>th</sup>
- Friday October 10<sup>th</sup>



## POTENTIAL CHANGE ORDER

AIA DOCUMENT G701

OWNER  
ARCHITECT  
CONTRACTOR  
FIELD  
OTHER

PROJECT:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160	PCO #:	13
		DATE:	10/13/2025
CONTRACTOR:	John Bell Construction 4000 SW 60th Court Miami, FL 33155	NTP #02:	7/14/2025
		Original Substantial Completion Date:	7/24/2026
		CONTRACT FOR:	Golden Beach Wellness Center 1 Golden Beach Drive

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was

The Costs Associated with this Change Order are:

1 Rain Delays - (2) Days

Wednesday October 8th

Friday October 10th

\$ -

Insurance (GL & Workers Comp) 1.0%

Project Overhead 12.5%

Management Fee 12.5%

The Contract Sum will be increased by this Change Order in the amount of

\$ -  
\$ -  
\$ -

### NOTE:

This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Eric Dempsey

ARCHITECT

700 S. Rosemary Ave, Suite 401, West Palm Beach, FL 33401

Address

BY

SIGNATURE

DATE

John Bell Construction, Inc

CONTRACTOR

4000 SW 60th Court, Miami FL 33155

ADDRESS

Adrian Gonzalez

BY

SIGNATURE

10/13/2025

DATE

Town of Golden Beach

CONTRACTED

100 Ocean Blvd, Golden Beach, FL 33160

ADDRESS

BY

SIGNATURE

DATE

AIA DOCUMENT G701 - CHANGE ORDER - 1987 EDITION - AIA REGISTERED - COPYRIGHT 1987 - THE  
AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

G701-1987





## **GOLDEN BEACH WELLNESS CENTER**

### **PCO #014 Concrete Admixture & Slab Extension**

This change order is for revisions to the first-floor slab and elevator pit walls resulting from architectural and structural updates. The latest storefront revision increased the interior footprint of the first floor, requiring an extension of the structural slab to align with the updated storefront configuration. This slab extension was not included in the original bid documents and became necessary only after the revised layout expanded the building envelope.

In addition, waterproofing requirements for the elevator pit walls were clarified during coordination. The original structural and architectural drawings did not call for a waterproofing admixture for the pit walls. During construction, the Town requested the addition of a waterproofing admixture to ensure compliance with long-term durability and moisture protection standards for below-grade concrete elements. This admixture and the associated coordination were not part of the bid-set requirements.

This change order reflects the additional concrete, labor, formwork, and reinforcing required for the first-floor slab extension, along with the inclusion of the waterproofing admixture for the elevator pit walls and all associated installation and coordination efforts required to meet the updated project requirements.



# POTENTIAL CHANGE ORDER

OWNER ☒  
ARCHITECT ☒  
CONTRACTOR ☒  
FIELD ☒  
OTHER ☒

AIA DOCUMENT G701

PROJECT:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160	PCO #:	014 Concrete Admixture & Slab Extension
		DATE:	11/25/2025
		NTP #02:	7/14/2025
		Original Substantial Completion Date:	7/24/2026
CONTRACTOR:	John Bell Construction 4000 SW 60th Court Miami, FL 33155	CONTRACT FOR:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was

\$ 5,272,660.94

The Costs Associated with this Change Order are:

\$ 16,970.40

1 Additional Waterproofing Admix to Elevator Pit Structural Elements (See Exhibit A)

\$ 1,950.40

2 Extension of 1st Floor Structural Slab for Storefront Revision (See Exhibit B)

\$ 15,020.00

Insurance (GL & Workers Comp)

1.0%

\$ 169.70

Standard Overhead & Management Fee

14.0%

\$ 2,375.86

Bond Cost

2.0%

\$ 339.41

The Contract Sum will be increased by this Change Order in the amount of

\$ 19,855.37

This change order will increase Substantial Completion by

5 days

## NOTE:

This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Eric Dempsey

ARCHITECT

700 S. Rosemary Ave, Suite 401, West Palm Beach, FL 33401

Address

BY

SIGNATURE

DATE

John Bell Construction, Inc

CONTRACTOR

4000 SW 60th Court, Miami FL 33155

ADDRESS

Jay Castellanos

BY

SIGNATURE

11/25/2025

DATE

Town of Golden Beach

CONTRACTED

100 Ocean Blvd, Golden Beach, FL 33160

ADDRESS

BY

SIGNATURE

DATE

AIA DOCUMENT G701 - CHANGE ORDER - 1987 EDITION - AIA REGISTERED - COPYRIGHT 1987 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N. W., WASHINGTON, D. C. 20006

G701-1987



EXHIBIT A



## AMEX CONSTRUCTION GROUP, INC.

### CHANGE ORDER

Client: JOHN BELL CONSTRUCTION  
4000 SW 60TH CT. MIAMI, FL 33155  
Date: November 10th, 2026  
Project: Golden Beach Wellness Center  
1 Golden Beach Dr. Golden Beach, FL  
CO #: 001

Description: The following change order corresponds to addition of waterproofing admix to Elevator structural elements below ground.

SIKA Permeability Reducing Admixture \$40/CY + TAX	\$1,950.40
--	------------

NOTE: THIS CHANGE ORDER BECOMES PART OF AND IN CONFORMANCE WITH THE EXISTING CONTRACT.

AMEX CONSTRUCTION GROUP, INC.  
(786)650-8182 info@amexconstructiongroup.com

EXHIBIT B



**AMEX CONSTRUCTION GROUP, INC.**

**CHANGE ORDER**

Client: JOHN BELL CONSTRUCTION  
4000 SW 60TH CT. MIAMI, FL 33155  
Date: November 10th, 2026  
Project: Golden Beach Wellness Center  
1 Golden Beach Dr. Golden Beach, FL  
CO #: 002

Description: The following change order corresponds to extension of 1st Floor Structural Slab to accommodate store fronts.

Additional Structural Slab Total	\$15,020.00
----------------------------------	-------------

NOTE: THIS CHANGE ORDER BECOMES PART OF AND IN CONFORMANCE WITH THE EXISTING CONTRACT.

AMEX CONSTRUCTION GROUP, INC.  
(786)650-8182 info@amexconstructiongroup.com





## **GOLDEN BEACH WELLNESS CENTER**

### **PCO #016 Data**

This change order is for the addition of the data and network cabling scope of work. Data was originally identified as Owner-provided, and no structured cabling, equipment, or installation was included in JBC's contract at the time of bid.

The Town has requested that JBC provide and coordinate the complete data system for the building. This includes CAT6 network drops, cabling, terminations, patch panel, rack, wire management components, and associated hardware required to deliver a fully installed and functional network backbone.

This change order reflects the labor, materials, and installation work necessary to furnish and install the complete structured cabling system in accordance with the Town's updated requirements.



# POTENTIAL CHANGE ORDER

OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☒  
FIELD ☐  
OTHER ☐

AIA DOCUMENT G701

PROJECT:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160	PCO #:	016 Data
		DATE:	11/25/2025
		NTP #02:	7/14/2025
		Original Substantial Completion Date:	7/24/2026
CONTRACTOR:	John Bell Construction 4000 SW 60th Court Miami, FL 33155	CONTRACT FOR:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was \$ 5,272,660.94

The Costs Associated with this Change Order are:  
1 Data & Network Cabling (See Exhibit A) \$ 17,005.51

Insurance (GL & Workers Comp)	1.0%	\$ 170.06
Standard Overhead & Management Fee	14.0%	\$ 2,380.77
Bond Cost	2.0%	\$ 340.11
The Contract Sum will be increased by this Change Order in the amount of		<b>\$ 19,896.45</b>

This change order will increase Substantial Completion by 0 days

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Eric Dempsey	John Bell Construction, Inc
ARCHITECT	CONTRACTOR
700 S. Rosemary Ave, Suite 401, West Palm Beach, FL 33401	4000 SW 60th Court, Miami FL 33155
Address	ADDRESS
BY	Jay Castellanos
SIGNATURE	SIGNATURE
DATE	11/25/2025
	DATE

Town of Golden Beach
CONTRACTED
100 Ocean Blvd, Golden Beach, FL 33160
ADDRESS
BY
SIGNATURE
DATE



MRD Network Solutions, Inc.  
 10802 SW 88th Street #P4  
 Miami, FL 33176  
 7862713649  
 info@mrdnetwork.com  
 www.mrdnetwork.com



**ADDRESS**

John Bell Construction  
 4000 SW 60th CT  
 Miami, FL 33155 USA

**Estimate 1748**

**DATE 11/15/2025**

**EXPIRATION DATE 12/15/2025**

DATE	ACTIVITY	DESCRIPTION	QTY
	<b>Labor</b>	PROJECT NAME: Golden Beach Wellness Center	1
		Labor Network Drops; Run (20) cat6 cables to the locations according to the client's specifications for the network drops.	
	<b>Material</b>	48 Cat6 Patch Panel	1
	<b>Material</b>	Cat6 Jacks	24
	<b>Material</b>	12U Rack Mount	1
	<b>Material</b>	Wire Manager	2
	<b>Material</b>	65" Samsung TV	1
	<b>Material</b>	Wall Mount Rack	1
	<b>Material</b>	Cat6 Cables	1
	<b>Material</b>	J-Hooks	1
	<b>Material</b>	Hangers	1
	<b>Material</b>	Tie Wraps, Velcro, etc.	1
	<b>Fee</b>	Permit Fee	1
	<b>Note</b>	If additional materials, labor and or fees are needed and or requested, not on this estimate; additional charges will apply.	1
	<b>Warranty Note</b>	Warranty on the equipment valid for one year. Does not include natural disasters, lightning, vandalism and or theft.	1

Contact MRD Network Solutions to pay.  
 Thank you for the opportunity to work with you.

**SUBTOTAL**

**15,893.00**

Kindly be advised valid for 30 days.  
Prices subject to change.  
75% down payment. 25% upon completion.

TAX

1,112.51

Please feel free to contact us with any questions.

Thank you,  
MRD Network Solutions

TOTAL

\$17,005.51

Accepted By

Accepted Date





## **GOLDEN BEACH WELLNESS CENTER**

### **PCO #20 Additional Plumbing Drains**

This PCO includes the added cost for (7) additional floor drains, (1) roof drain, and (1) recessed hose bib on the first and second floors. These items were not included in our original contract documents or scope of work.

The need for these added fixtures came from the sketch which shows the updated locations and quantities, see attached. This includes all related labor, materials, and coordination efforts required to furnish and install the additional drains and hose bib.



# POTENTIAL CHANGE ORDER

OWNER ■  
ARCHITECT ■  
CONTRACTOR ■  
FIELD —  
OTHER —

AIA DOCUMENT G701

PROJECT:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160	PCO #:	20 Additional Plumbing Drains
		DATE:	12/12/2025
		NTP #02:	7/14/2025
		Original Substantial Completion Date:	7/24/2026
CONTRACTOR:	John Bell Construction 4000 SW 60th Court Miami, FL 33155	CONTRACT FOR:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was \$ 5,272,660.94

The Costs Associated with this Change Order are:

1 Plumbing- Additional Floor & Roof Drains, and Hose Bib (Material & Labor) \$ 14,200.00

Insurance (GL & Workers Comp) 1.0% \$ 142.00

Standard Overhead & Management Fee 14.0% \$ 1,988.00

Bond Cost 2.0% \$ 284.00

The Contract Sum will be increased by this Change Order in the amount of \$ 16,614.00

This change order will increase Substantial Completion by 5 days

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Eric Dempsey	John Bell Construction, Inc
ARCHITECT	CONTRACTOR
700 S. Rosemary Ave, Suite 401, West Palm Beach, FL 33401	4000 SW 60th Court, Miami FL 33155
Address	ADDRESS
	Adrian Gonzalez
BY	BY
	<i>Agonz</i>
SIGNATURE	SIGNATURE
	12/12/2025
DATE	DATE

Town of Golden Beach
CONTRACTED
100 Ocean Blvd, Golden Beach, FL 33160
ADDRESS
<i>[Signature]</i>
BY
SIGNATURE
DATE

AIA DOCUMENT G701 - CHANGE ORDER - 1987 EDITION / AIA REGISTERED - COPYRIGHT 1987 / THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

G701-1987



**A & C Portela Plumbing, Inc.**

2655 SW 33rd Ave

Miami, FL 33133

(786)953-4533

zuly@portelaplumbing.com

yd@portelaplumbing.com

**ADDRESS**

GB Wellness Center Project

John Bell Construction

4000 SW 60th Ct

Miami, FL 33155

**PROPOSAL 2989****DATE** 12/05/2025**PROJECT NAME**

CHANGE ORDER- GB WELLNESS CENTER

**PROJECT ADDRESS**

1 Golden Beach Drive

DATE	SERVICE/ ITEM	QTY	AMOUNT
	SCOPE OF WORK =====		
	PURCHASE AND INSTALLATION OF (8) EIGHT NEW FLOOR DRAINS. UNDERGROUND AND INSTALLATION WORK REQUIRED TO COMPLETE INSTALL		
	PURCHASE AND INSTALLATION OF (1) NEW HOSE BIB W/ COPPER PIPING.		
	PURCHASE OF HYDRANT AND INSTALLATION		
	<b>TOTAL CHANGE ORDER COST</b>		
	CHANGE ORDER WORK & MATERIALS LISTED.	1	14,200.00

ALL MATERIALS GUARANTEED TO BE AS SPECIFIED. ALL WORK IS TO BE COMPLETED IN A SUBSTANTIAL WORKMAN LIKE MANNER ACCORDING TO THE SPECIFICATIONS DETAILED ABOVE AND IN CONFORMANCE WITH FLORIDA STATES CODES. ANY ALTERATION OR DEVIATION FROM THE ABOVE SPECIFICATIONS, WHICH MAY RESULT IN ADDITIONAL COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ACCEPTANCE. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND YOUR CONTROL. THE OWNER IS TO CARRY THE APPLICABLE HAZARD INSURANCE. OUR EMPLOYEES ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE. THIS PROPOSAL MAY BE WITHDRAWN OR SUBJECT TO CHANGE IF NOT ACCEPTED WITHIN 30 DAYS. ALL COST AND EXPENSES OF COLLECTION INCLUDING

SUBTOTAL

14,200.00

TAX (0.08)

0.00

IF YOU ARE IN AGREEMENT WITH CONTRACT , PLEASE SIGN AND DATE ABOVE WITH YOUR APPROVAL.  
THANK YOU!

ATTORNEY'S FEES WILL BE PAID BY THE CUSTOMER TO  
COLLECT DELINQUENT ACCOUNTS

TOTAL

**\$14,200.00**

Accepted By

Accepted Date

IF YOU ARE IN AGREEMENT WITH CONTRACT , PLEASE SIGN AND DATE ABOVE WITH YOUR APPROVAL.  
THANK YOU!





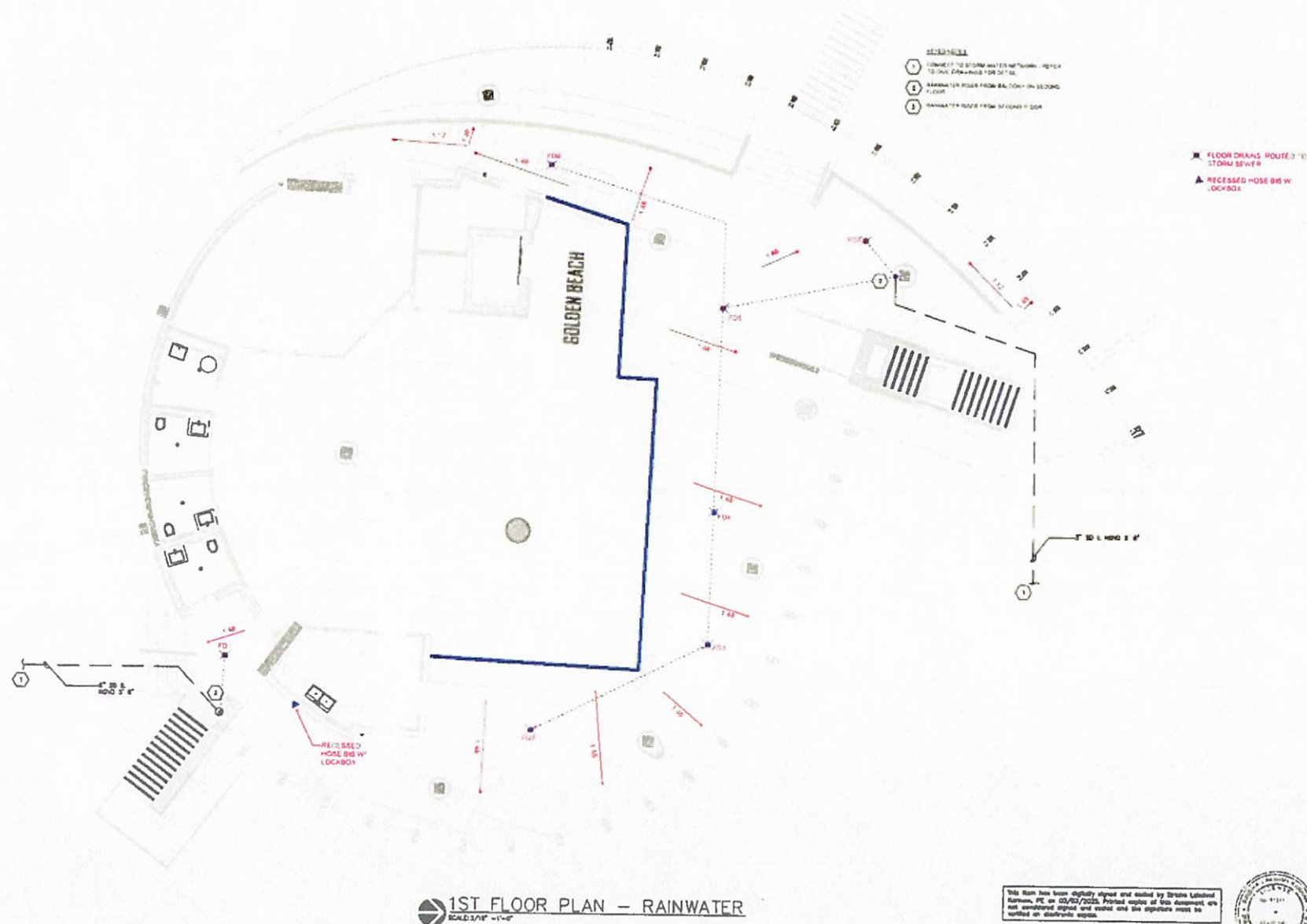
**WELLNESS  
CENTER**

**TOWN OF  
GOLDEN BEACH**



FIRST FLOOR  
RAINWATER  
PLAN

P-13



This claim has been digitally signed and sealed by Brian L. Johnson, PE on 03/03/2023. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

**WELLNESS  
CENTER**

TOWN OF  
GOLDEN BEACH

**ECF**  
ENGINEERING  
CONSULTANTS

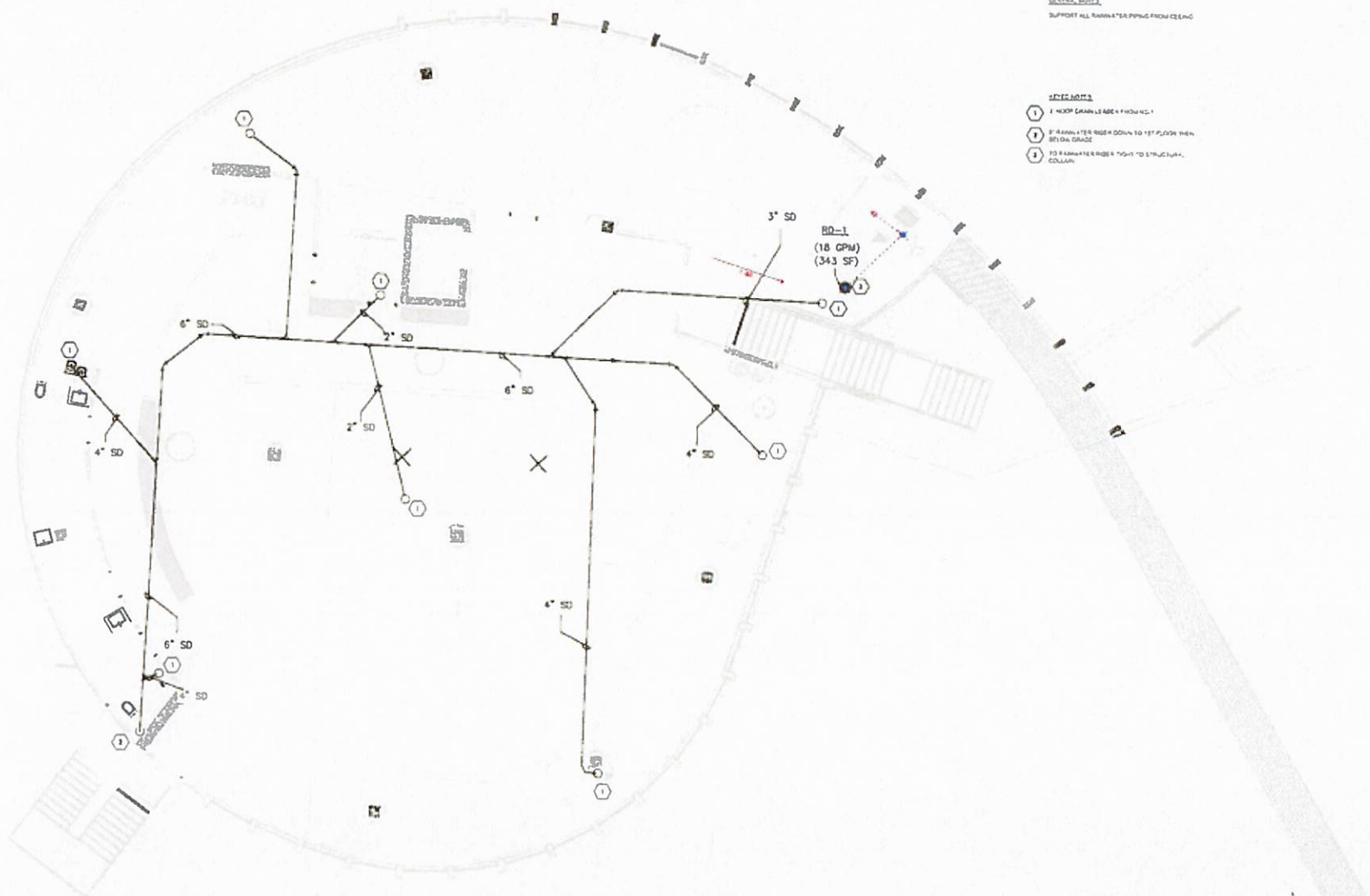
NO.	DATE	DESCRIPTION
1	02/02/2024	ISSUED FOR PERMIT
2	02/02/2024	ISSUED FOR PERMIT
3	02/02/2024	ISSUED FOR PERMIT
4	02/02/2024	ISSUED FOR PERMIT
5	02/02/2024	ISSUED FOR PERMIT
6	02/02/2024	ISSUED FOR PERMIT
7	02/02/2024	ISSUED FOR PERMIT
8	02/02/2024	ISSUED FOR PERMIT
9	02/02/2024	ISSUED FOR PERMIT
10	02/02/2024	ISSUED FOR PERMIT
11	02/02/2024	ISSUED FOR PERMIT
12	02/02/2024	ISSUED FOR PERMIT
13	02/02/2024	ISSUED FOR PERMIT
14	02/02/2024	ISSUED FOR PERMIT
15	02/02/2024	ISSUED FOR PERMIT
16	02/02/2024	ISSUED FOR PERMIT
17	02/02/2024	ISSUED FOR PERMIT
18	02/02/2024	ISSUED FOR PERMIT
19	02/02/2024	ISSUED FOR PERMIT
20	02/02/2024	ISSUED FOR PERMIT



**SECOND FLOOR  
RAINWATER  
PLAN**  
**P-12**

**GENERAL NOTES**  
SUPPORT ALL RAINWATER PIPING FROM CEILING

- LEGEND**
- 1 1" HOSE GRADE ABOVE FINISH FLOOR
  - 2 2" RAINWATER RISE & DOWN TO 1ST FLOOR THEN SET ON GRADE
  - 3 TO RAINWATER RISE & DOWN TO STRUCTURAL COLUMN



**2nd FLOOR PLAN - RAINWATER**  
SCALE: 1/8" = 1'-0"

This plan has been digitally signed and sealed by Shihua Lohrman, P.E. on 02/02/2024. Printed copies of this document are not warranted signed and sealed and the signature must be verified on electronic copies.







# **GOLDEN BEACH WELLNESS CENTER**

## **PCO #22 Rain Delays**

This PCO accounts for the total number of rain delays for week ending on Friday December 12, 2025.

### **Documented Rain Delay Dates:**

- Monday December 8<sup>th</sup>
- Tuesday December 9<sup>th</sup>



# POTENTIAL CHANGE ORDER

AIA DOCUMENT G701

OWNER  
ARCHITECT  
CONTRACTOR  
FIELD  
OTHER

PROJECT:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160	PCO #:	022 Rain Delays
		DATE:	12/12/2025
		DATE OF COMMENCEMENT:	TBD
CONTRACTOR:	John Bell Construction 4000 SW 60th Court Miami, FL 33155	CONTRACT DATE:	NTP #01 -
		CONTRACT FOR:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was \$ 5,272,660.94


The Costs Associated with this Change Order are:

1 Rain Delays - (2) Days	\$	
Monday December 8th		
Tuesday December 9th		

Insurance (GL & Workers Comp)	1.0%	\$	
Standard Overhead & Management Fee	14.0%	\$	
Bond Cost	2.0%	\$	
The Contract Sum will be increased by this Change Order in the amount of		\$	

The Contract Time will be increased by 2 days  
The date of Substantial Completion as of the date of this Change Order therefore is TBD

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Eric Dempsey	John Bell Construcion, Inc
ARCHITECT	CONTRACTOR
700 S. Rosemary Ave, Suite 401, West Palm Beach, FL 33401	4000 SW 60th Court, Miami FL 33155
Address	ADDRESS
BY	Adrian Gonzalez
	BY
SIGNATURE	
	SIGNATURE
DATE	12/12/2025
	DATE

Town of Golden Beach
CONTRACTED
100 Ocean Blvd, Golden Beach, FL 33160
ADDRESS
BY 
SIGNATURE
DATE

AIA DOCUMENT G701 - CHANGE ORDER - 1987 EDITION - AIA REGISTERED - COPYRIGHT 1987 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N. W., WASHINGTON, D. C. 20006

G701-1987