



The Ormond Heritage
CONDOMINIUM MANAGEMENT ASSOCIATION, INC.
One John Anderson Drive, Ormond Beach, Florida 32176
(386) 672-6778 Fax (386) 672-5187 E-Mail ormondheritage@gmail.com
Web Site <http://ormondheritage.org/>

Notice of Interior Decorating and Ball Room Committee Meeting

Date of Meeting: Thursday, April 29, 2021

Time of Meeting: 3:00 PM

Location of Meeting: 2nd Floor Meeting Room

Agenda

1. Call to Order
2. Proof of Notice
3. Roll Call
4. Approval of Minutes
 - a. February 12, 2021
5. Elevator Cab Interiors
6. Elevator Lobbies
7. Pool Party Room
 - a. Carpeting
 - b. Cabinets/Counter Tops
8. Adjournment

All attendees are encouraged to maintain appropriate social distance
and to wear a mask while at the meeting.

Committee meetings are restricted to owners and board approved guests only.



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Minutes of February 12, 2021, Interior Decorating and Ball Room Committee Meeting

1. Call to Order

The meeting was called to order by Rich Ryan, committee chair, at 2:01 PM.

2. Proof of Notice

Proof of notice was given in accordance with statute and board instruction.

3. Roll Call

A quorum of the committee (Rich Ryan, Chair; Lois Berardi; Jessie Schminke; Carol Herlihy) were present in person. Arlene Halsey and Grace Fornari were not present for the meeting.

4. Approval of Minutes

a. August 13, 2020

The minutes of the meeting were approved unanimously.

5. Elevator Lobby Completion

As we near the completion of the elevator lobbies the committee discussed the final steps necessary including artwork, benches, and painting of the elevator doors.

6. Lobby Baseboards/Chair Rail

A discussion was had concerning the committee's interest in expanding the baseboard and chair rail started in the lobby bathrooms to the main hallways and lobby area. The committee was in favor of this effort. It was explained that this would be a long-range item as it is something that staff can work on when weather does not permit other work.

7. Atrium Lobby Plants

A short discussion was held concerning the installation of replacing some of the fake plants in the atrium lobbies with the fake plants removed from the main lobby last year. The committee members expressed an interest in redesigning the atrium planters to include other items than plants and did not want to work with the existing/available replacement plants.

8. General 2021 Direction

Lois Berardi expressed interest in having a decorator come and look at how to finish the lobby and ballroom given the work we completed last year. She feels that the rooms need some “pop” in the form of small décor items. The committee supported this item.

Jim Geis brought up the need for the association and committee to look at the interior elevator cabs for replacement. He expressed that all residents, guests, and prospective purchaser use these and that they are the worst looking aspect of the association currently. After discussion, a motion was made by Lois Berardi, seconded by Carol Herlihy, and approved unanimously to ask the board to include on their next meeting agenda consideration of replacement of the elevator can interiors.

Tyler Brown mentioned that an item that had been discussed with board members is draperies for the ballroom windows. This issue was seen as an aesthetic and acoustic item. The draperies are not and have not been a priority for the committee. The committee feels there are many areas the still have original carpet and furniture that they would like to address before this issue.

9. Adjournment

With no further business to come before the committee the meeting was adjourned at 3:15 PM.

Respectfully,

Tyler Brown CFCAM, CMCA, AMS, PCAM
Manager, The Ormond Heritage



ESTIMATE

13435 Banyan Rd
Spring Hill, FL. 34609
Phone: (727) 743-7866

INVOICE #	DATE
CD1209 Revised	4/26/2021

BILL TO
Ormond Heritage 1 John Anderson Dr Ormond Beach, FL 32176

CUSTOMER	Location
Ormond Heritage CA	Ormond Beach, FL

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Elevator Cab Wall Panels	We propose to provide and install Elevator Cab Interior Panels as specified by the customer. Each elevator will have 7 of these panels; 3 on the rear wall, and 2 on each side wall for a total of 7 panels. Said panels will be constructed from an MDF core and have a laminate color choice, specified by customer, for the upper and lower sections of the panel. The upper and lower sections of these panels will be framed in with vertical "Stiles" and horizontal "Rails." The Stiles and Rails will protrude slightly forming the "framing" element of the panels. Rigidized "SandTex" pattern textured metal will be employed for the Stiles and Rails. The panels will be installed using Z-Clips to facilitate ease of removal should a panel be damaged beyond touch-up repair. Silicone adhesive applied to Z-Clips will ensure panels do not shift, but will allow for removal of damaged panels. Panels will be installed with a gap at floor level to allow code-required ventilation to flow naturally in and out of the cab. Finally, the panels will be installed with minimal reveals of 1/4" or less for a clean install. We can make minor adjustments for the elevator cab shell being out of square, which is a common occurrence. For instances where Cab Shells require more than 1/8" over a span of 8' we will do the best we can to balance the amount of existing visible defect.	6	5,135.00	30,810.00
6-Light "Island Style" Downlight Ceiling	We will provide and install a downlight ceiling with 6 LED lighting fixtures, each being centered in 6 symmetrically arranged stainless panels with 1/4" black painted reveals, all affixed to a downlight ceiling unit built on an MDF core which will provide a removable escape hatch that will line up with the emergency egress hatch in the elevator canopy. All applicable A 17.1 elevator building codes will be met or exceeded.	6	2,890.00	17,340.00
Permitting and Inspection	Lighting style specified qualifies with the State of Florida as an alteration and therefore requires a permit and inspection.	6	800.00	4,800.00
Car Front Complete	We will provide and install cladding for the elevator car front, to include the Transom, COP Return, Cab Strike, and Cab Door. The Stainless deployed will be 18ga #4 finish type 304. The existing surface will be meticulously cleaned and prepared to accept the new cladding. Cladding will be installed using industrial strength contact cement in combination with premium grade construction adhesive.	6	2,137.00	12,822.00
American Biltrite Mirra	Provide and install AB Mirra flooring	6	1,296.00	7,776.00
Aluminum Subfloor Skin	Aluminum underlayment to be installed over subfloor	6	728.00	4,368.00
Elevator Pads	Provide and install pad buttons (4 sets) and protective pads (2 sets)	3	972.00	2,916.00
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				-
				-
Upon approval, please print, sign and return to us. We will then provide a deposit invoice for 50% of the total amount and schedule survey and installation dates.				-
				-
				-
				-
Thank you for your business!		SUBTOTAL		80,832.00
		TAX RATE		0%
		TAX		-
		TOTAL		\$ 80,832.00

If you have any questions about this invoice, please contact
[Wade Sutherlin, grunner30@gmail.com]



ESTIMATE

13435 Banyan Rd
Spring Hill, FL. 34609
Phone: (727) 743-7866

BILL TO
Ormond Heritage 1 John Anderson Dr Ormond Beach, FL 32176

INVOICE #	DATE
CD1209	2/25/2021

CUSTOMER	Location
Ormond Heritage CA	Ormond Beach, FL

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Elevator Cab Wall Panels	We propose to provide and install Elevator Cab Interior Panels as specified by the customer. Each elevator will have 7 of these panels; 3 on the rear wall, and 2 on each side wall for a total of 7 panels. Said panels will be constructed from an MDF core and have a laminate color choice, specified by customer, for the upper section of the panel. A pattern from Rigidized Metals, specified by customer, will be employed in the lower section of the panel. The upper and lower sections of these panels will be framed in with vertical "Stiles" and horizontal "Rails." The Stiles and Rails will protrude slightly forming the "framing" element of the panels. Rigidized "SandTex" pattern textured metal will be employed for the Stiles and Rails. The panels will be installed using Z-Clips to facilitate ease of removal should a panel be damaged beyond touch-up repair. Silicone adhesive applied to Z-Clips will ensure panels do not shift, but will allow for removal of damaged panels. Panels will be installed with a gap at floor level to allow code-required ventilation to flow naturally in and out of the cab. Finally, the panels will be installed with minimal reveals of 1/4" or less for a clean install. We can make minor adjustments for the elevator cab shell being out of square, which is a common occurrence. For instances where Cab Shells require more than 1/8" over a span of 8' we will do the best we can to balance the amount of existing visible defect.	6	4,785.00	28,710.00
6-Light "Island Style" Downlight Ceiling	We will provide and install a downlight ceiling with 6 LED lighting fixtures, each being centered in 6 symmetrically arranged stainless panels with 1/4" black painted reveals, all affixed to a downlight ceiling unit built on an MDF core which will provide a removable escape hatch that will line up with the emergency egress hatch in the elevator canopy. All applicable A 17.1 elevator building codes will be met or exceeded.	6	2,550.00	15,300.00
Permitting and Inspection	Lighting style specified qualifies with the State of Florida as an alteration and therefore requires a permit and inspection.	6	800.00	4,800.00
Car Front Complete	We will provide and install cladding for the elevator car front, to include the Transom, COP Return, Cab Strike, and Cab Door. The Stainless deployed will be 18ga #4 finish type 304. The existing surface will be meticulously cleaned and prepared to accept the new cladding. Cladding will be installed using industrial strength contact cement in combination with premium grade construction adhesive.	6	1,875.00	11,250.00
				-
				-
				-
				-
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				-
				-
	Upon approval, please print, sign and return to us. We will then provide a deposit invoice for 50% of the total amount and schedule survey and installation dates.			-
				-
				-
				-
Thank you for your business!		SUBTOTAL		60,060.00
		TAX RATE		0%
		TAX		-
		TOTAL	\$	60,060.00

If you have any questions about this invoice, please contact
[Wade Sutherland, grunner30@gmail.com]



Tyler Brown <ohcmanager@gmail.com>

Clarification

grunner30 <grunner30@gmail.com>
To: Tyler Brown <OHCManger@gmail.com>

Thu, Mar 11, 2021 at 4:05 PM

I just re-read my long winded email from this morning.

I said in one line, "Deleting the Rigidized metals on the panel sections below the handrails would reduce the price by approximately \$2,500 +/-."

That would be for the entire quote, not \$2500 cheaper per car.

Sorry for the confusion if there was any.

Kind regards,

Wade Sutherlin, CET
[CET](#), State of Florida Registered Elevator Company #[776](#)
[13435 Banyan Rd.](#)
[Spring Hill, FL. 34609](#)
(727) 743-7866
www.nciselevator.com



Tyler Brown <ohcmanager@gmail.com>

Samples

grunner30 <grunner30@gmail.com>
To: Tyler Brown <ohcmanager@gmail.com>

Thu, Mar 11, 2021 at 11:38 AM

Please send photos of walls, ceiling, and flooring, to include where flooring meets walls at corners, and where flooring meets the sill.

Deleting the Rigidized metals on the panel sections below the handrails would reduce the price by approximately \$2,500 +/-.

Adding Flooring would be \$1200 per elevator.

Adding Aluminum Subfloor skin (sheet of 1/8" thick aluminum over subfloor) adds \$600.

I typically add this item when there are a lot of people entering the car wet after coming from a nearby beach or pool.

I will send a quote for flooring, a quote for adding cladding to the bottoms of the existing panels, a quote for adding bumper rails, a quote for quoting... just kidding.

If damage is a major concern for the board, we can make a couple extra panels at extra cost that can be swapped out in the future (calculated gamble on your part).

Going with a simple Raised Panel elevator will be no less expensive (perhaps more because I have created a design with the current offering that saves labor on the installation.)

We never discussed elevator pads. I will include pricing for these in a separate quote.

If you network with other boards, condo associations, networking organizations for CA's, etc... please do not share this pricing as there is not much meat on this one for us... purely for the benefit of having one of these cabs in our portfolio.

Trust me, I know boards can be a challenge to get a final decision from.

After all it's their money and the money of other residents whom they are deciding on behalf of and that is a matter not to be taken lightly.

I have a few more words of wisdom from boards I've worked with in the past.

- They will see these elevators every day. (Customers have gone out of their way to call me over the years to tell me how much they love walking into their new elevators)
- Everyone that visits this property (buyers) will see these elevators, so this represents a tangible increase in value for every unit in the community.
- \$60K divided by the number of units at Ormond Heritage works out to a pretty small sum for their return on investment.
- Remorse over suffering through this process and not having done more to get the most enjoyment out of their investment will be a sour thing.
- Re-visiting this project sooner than later to finally get around to doing it right will be sour also. We've all heard, "Handle it once."

Thank you,

Wade Sutherlin, CET
CET, State of Florida Registered Elevator Company #776
13435 Banyan Rd.

Decorating & Ballroom - April 29, 2021

4/26/2021

Gmail - Samples

Spring Hill, FL. 34609
(727) 743-7866
www.nciselevator.com

[Quoted text hidden]



Diego De Leon
3804 N. John Young Parkway
Suite 18, Orlando, FL 32804
407-556-5689

Proposal
Date :02/23/2021
Job Address: The Ormond Heritage
One John Anderson Drive
Ormond Beach FL 32176

Att: Tyler Brown

Dynamic is pleased to submit our proposal to furnish all necessary material and labor to complete the following in a timely and professional manner.

Elevator Panels: install 10 new raised faced and edge with standard plastic laminate color determined by customer top panel 2 panels on each side of the wall ,3 panels on rear wall bottom panel in stainless steel satin finish #4 1 panel on each wall between top and bottom separated 3/4 in stainless steel reveals.

Cab Entrances :cladding transom-return-strike and doors skin in stainless steel satin finish #4.

Reveal Base Frieze: in stainless steel satin finish #4.

Ceiling:install new stainless steel satin finish #4 ,6 LED rounded light ,1/8 lane between the tile paint in black.

Handrails: new flat handrails "2"x3/8 stainless steel satin finish #4 on each side of the wall bend on the end.

Cab Flooring: install new vinyl floor color to be determined customer sub-floor no include.

Note: Dynamic Elevator Cab need to obtain permit from the bureau of Elevator Safety .

Per Elevator \$ 10,200.00

Down Payment \$ 30,600.00

Total 6 Elevators \$ 61,200.00

All materials and labor warranted for twelve month from completion of all work

Acceptance:

Price is based upon the following:

- 1 Work to be performed during regular business hours or 7:30 am to 5:00 pm Monday thru Friday.
- 2 DEC is allowed uninterrupted access to the elevator throughout the duration of the project.
- 3 In the event the completion of the job is delayed beyond 10 working days, at no fault of DEC, DEC reserves the right to collect payment for work completed.
- 4 Any mechanical or weight adjustments that are necessary as result of DEC's work is the responsibility of the owner.
- 5 Materials will be ordered after the receipt of deposit and approval of drawings as needed.

DIEGO DE LEON

DATE

TYLER BROWN

cs@dynamiclevatorcab.com

3804 N. Young John Parkway, Suite 18, Orlando FL 32804/TEL407-556-5689/FAX407-886-0873



Diego De Leon
3804 N. John Young Parkway
Suite 18, Orlando, FL 32804
407-556-5689

Proposal
Date :02/23/2021
Job Address: The Ormond Heritage
One John Anderson Drive
Ormond Beach FL 32176

Att: Tyler Brown

Dynamic is pleased to submit our proposal to furnish all necessary material and labor to complete the following in a timely and professional manner.

Elevator Panels: install 7 new raised panels with 2" inch binders around the panel in Bronze ,top panel in laminate color to be determined by customer and bottom panels Gage Architectural in Bronze between the panels 2" inch reveal in Bronze

Cab Entrances :cladding transom-return-strike and doors skin Bronze satin finish #4.

Reveal Base Frieze: in Bronze satin finish #4.

Ceiling:install new Bronze satin finish #4 ,6 LED rounded light ,1/8 lane between the tile paint in black.

Handrail: new round handrails 1 1/2 Bronze satin finish #4 on the rear wall.

Cab Flooring: install new vinyl floor color to be determined customer sub-floor no include.

Note: Dynamic Elevator Cab need to obtain permit from the bureau of Elevator Safety .

Per Elevator \$ 18,700.00

Down Payment \$ 56,100.00

Total 6 Elevators \$ 112,200.00

All materials and labor warranted for twelve month from completion of all work

Acceptance:

Price is based upon the following:

- 1 Work to be performed during regular business hours or 7:30 am to 5:00 pm Monday thru Friday.
- 2 DEC is allowed uninterrupted access to the elevator throughout the duration of the project.
- 3 In the event the completion of the job is delayed beyond 10 working days, at no fault of DEC, DEC reserves the right to collect payment for work completed.
- 4 Any mechanical or weight adjustments that are necessary as result of DEC's work is the responsibility of the owner.
- 5 Materials will be ordered after the receipt of deposit and approval of drawings as needed.

DIEGO DE LEON

DATE

TYLER BROWN

cs@dynamicselevatorcab.com

3804 N. Young John Parkway, Suite 18, Orlando FL 32804/TEL407-556-5689/FAX407-886-0873



DATE: 04/12/2021

TO:
ORMOND HERITAGE CONDO
One John Anderson Dr
Ormond Beach, FL 321765768

FROM:
Otis Elevator Company
55 W Pineloch Ave
Orlando, FL 32806

EQUIPMENT LOCATION:
ORMOND HERITAGE
One John Anderson Dr
Ormond Beach, FL 32176

Rob Dekin
Phone: (407) 438-3633
Fax: (860) 660-7251

PROPOSAL NUMBER: RVD210410072848

MACHINE NUMBER(S) : F43483, F43485, F43486, F43487, F43488, F43489

CUSTOMER DESIGNATION(S) : ELV 1, ELV 2, ELV 3, ELV 4 672-6780, ELV 5, ELV 6

NEW ELEVATOR CABS AND CEILINGS

We will furnish labor and material to install new elevator cabs on all 6 units

Furnish and install a total of 7 vertical panels on 3 walls. Panels consist of Wild Cherry plastic laminate on the top and Rigidized 6SL stainless steel panels on the bottom with # 4 satin stainless steel stile, rail inset design.

Furnish and install 1 ½" cylindrical stainless steel handrail with straight ends on rear wall only.

Furnish and install 6 panel, 6 light LED down light ceiling with stainless steel finish with perimeter lighting.

Furnish and install # 4 satin stainless steel frieze below ceiling on 3 walls.

Furnish and install # 4 satin stainless steel on front return, header, strike, and car door.

PRICE: \$ 95,808.00
Ninety-five thousand eight hundred eight dollars

This price is based on a fifty percent (50 %) down payment in the amount of \$ 47,904.00.

PAYMENT TERMS:

- The base proposal price is contingent upon receiving a pre-payment of 50% of the base contract amount.
- The pre-payment amount is due in full prior to ordering material and/or mobilizing.

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Rob Dekin
 Title: Open Order Sales
 E-mail: rob.dekin@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title _____

E-mail: _____

Name of Company _____

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: Christopher Grande

Title _____

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent: _____
 (Name of Principal or Owner)

TERMS AND CONDITIONS

1. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.
2. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. This quotation is subject to change or withdrawal by us prior to acceptance.
4. We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. We used commercially reasonable efforts to ensure that the EMS Panorama 2.0 software provided to you is free from viruses and vulnerabilities that may be exploited by third parties. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty shall be voided if said defect is caused by your breach or negligence or unauthorized access or manipulation of the system.
5. We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.
6. You shall obtain title to all the equipment, excluding the software, furnished hereunder when final payment for such material is received by us.
7. Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.
8. Payments shall be made as follows: A down payment of hundred percent (100%) of the price shall be paid after we have completed processing your equipment requirements, and orders are placed; the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
9. Any material removed by us in the performance of the work shall become our property.
10. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.
11. We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
12. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
13. Neither you nor we shall be liable to the other party hereto for any loss, damage or delay due to any cause beyond your or our reasonable control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or actors, or act of God; provided, however, that, should loss of or damage to our material or work occur at the site, you shall compensate us therefor unless such loss or damage results from our acts or omissions.
14. We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.
15. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages, excluding special, consequential damages (INCLUDING DAMAGES FOR LOSS OF PROFITS, DAMAGES TO ANY COMPUTER, DEVICE, OR SYSTEM, LOSS OF DATA, GOODWILL, USE OR OTHER LOSSES), indirect damages, punitive damages, and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.
16. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE SOFTWARE IS FREE FROM VIRUSES OR VULNERABILITIES WHICH MAY BE EXPLOITED BY A THIRD PARTY; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
17. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
18. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.
19. Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.
20. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.