



January 8, 2024

Proposal # 2024-4343-M

CUSTOMER

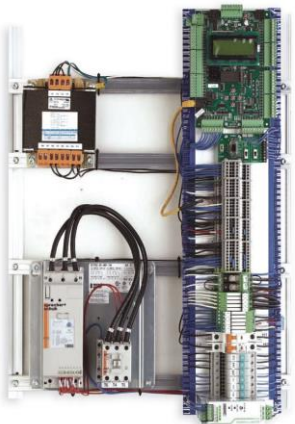

City of Lake Elsinore
130 S. Main Street
Lake Elsinore, CA 92530
ATT: Gus Papagolos
gpapagolos@verizon.net


PROJECT LOCATION


Rosetta Park
39423 Ardenwood Way
Lake Elsinore, Ca 92530

This modernization estimate shall include material and labor to install the following equipment on elevators:

Elevator State ID #171519

CONTROLS / ALFA or SMARTRISE NON-PROPRIETARY CONTROLLER	
<ul style="list-style-type: none">-New Microprocessor-based control system.-Onboard diagnostics (No unique service tool required).-New solid-state starter.-New machine room wiring.-New hatch wiring.-New car wiring.-New solid-state leveling unit assembly.-Customers will have a copy of their backup software.	
HYDRAULIC POWER UNIT (RETAIN)	
<p>We have included a \$75,000 Jack replacement in this proposal, due to the rust from the water. If deemed unnecessary, \$75,000 will be deducted from the total price.</p>	

FIXTURES	Innovation
<ul style="list-style-type: none"> -Replace existing (COP) Car-Orating panel with new stainless (COP) integrated with ADA phone, emergency light, ADA braille tags, and digital floor position indicator. -Install 4" braille tags on hall door jambs. -Install new Car Direction Lanterns (CDL) on car jamb. -Install control system to provide passing floor tone for ADA compliance. -Install new surface-mount hall fixtures (ADA) pushbuttons. 	

DOOR EQUIPMENT	GAL MOVFR
<ul style="list-style-type: none"> -Install a new solid-state closed-loop door operator. -Install a new car door clutch assembly. -Install a new car door safety restrictor to prevent passengers from trying to climb out. -Install a new hall and car door tracks. -Install a new electronic inferred door detector to reverse doors. 	

Pictures are for illustration purposes only. Actual materials may vary due to specific applications.

Handrails	Retain
Hall door panels	Retain
Hall and car door hanger tracks and interlocks	New
Sight guards	Retain
Electronic door detector	New
Door zone restrictor lock	New
Car top inspection unit	New
Solid-state leveling unit	New
Hall fixtures (ADA) pushbuttons	New
Hydraulic pump/power unit	New
Solid-state motor starter	New
Cab door panel	Retain
Underground jack assembly	Retain

MODERNIZATION SUMMARY

- Once the elevator has been removed from service, the elevator cannot be operated for any reason until the State of California has completed the final inspection.
- This estimate is based on "Group 4" elevator compliance.
- This price includes all material, labor, sales tax, permit, and inspection fees. The Customer is required to pay any additional re-inspection fees due to any deficiencies due to the fire alarm system, fire sprinkler, building site code requirements failing during initial inspection.
- This price is based on work being performed on standard working days during regular working hours.
- The elevator is estimated to be out of service for 12-15 working days plus inspection.
The inspection date depends on the availability of the city or state inspectors.
- Owner to be responsible for all state and city inspection fees and billed separately.

WORK DONE BY OTHERS

- Air conditioning in the elevator machine room if necessary, the temperature should be between (60-95 degrees).
- Any cutting, patching, structural, or finish work where fixtures, braille, tank unit, or handrails are or were installed. (Surface mount fixtures will be installed in the hallway and should cover most if not all of the existing holes).
- Provide one active phone line to the elevator machine room.
- If any additional work is required outside this listed scope of work, it will be billed and approved separately.
- The estimated time from approval to getting material on hand is 10-12weeks. Then the work will be scheduled.
- ESS shall require from the Customer three (3) electrical inputs from a customer supplied fire Alarm system. If you do not have a fire alarm system (monitored), you may likely be able to have A qualified fire alarm company provides a "stand-alone" panel for the elevator system. One circuit shall be provided from the elevator machine room smoke or heat sensor. One circuit shall be provided from the primary floor smoke or heat sensor. The last circuit shall be from all other floor smoke or heat sensors. In the event that sprinkler heads are found in the hoistway area, the Customer would be responsible for upgrade codes requiring outside access panels within 24" of existing sprinkler head and new smoke or heat detector along with a new circuit for the fire alarm system.
- Provide a 3 phase fused lockable disconnect switch per code if needed.
- Provide necessary sprinkler modifications if sprinklers are in the elevator shaft.
- Provide 110VAC 15amp GFI supply for cab light and elevator pit.
- Provide lockable fused disconnect for cab lighting.

GENERAL TERMS AND CONDITIONS

- 1) It is agreed that Elevator Support Services (hereinafter referred to as Company) does not assume possession, management or control of any part of the equipment, or premises, but such remains the Customers exclusively. We shall not be liable for any loss, damage, or delay caused by the non-operation of the equipment. Under no circumstances shall our Company be liable for consequential damages or damage caused by negligence of others, whether arising under Contract or tort.
- 2) No failure or omission by either party hereto in the performance of any obligation contained in this agreement shall be deemed a breach hereof if the same shall arise from any causes beyond the control and without fault or negligence of such party, including, but not restricted to, acts of any governmental agency or instrumentality thereof, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, riot, sabotage, epidemic, quarantine, restrictions, lockout, a dispute with workmen, labor shortages, transportation embargoes, failure or delays in the delivery of any transportation facility, product of material necessary to the performance hereof, provided, however, that either party shall continue performance with any party claiming and such cause for any failure or omission hereunder shall upon request give prompt notice thereof to the other party.
- 3) Customer agrees to pay, in addition to the price herein quoted, the amount of any tax based upon the transfer, use, ownership or possession of the equipment herein described, imposed by the law, enacted after the date of this proposal, or imposed by any existing law.
- 4) It is agreed that the workman shall be given a safe place in which to work and store material. Our Company reserves the right to discontinue work in the building whenever, in our opinion, this provision is being violated.
- 5) Unless otherwise stated herein, the work shall be performed during the regular working hours of the regular working days of the Company. If overtime work is mutually agreed upon and performed, an additional charge thereof, at usual rates for such work, shall be added to the contract price.
- 6) The Customer agrees that if delivery is not taken at the building of the equipment and materials covered by this Contract when notification of readiness is made, Customer will immediately pay the contract price less payments previously made, and designate some local point where delivery will be taken. Unless such point of delivery is designated within 48 hours, our Company may warehouse the equipment and material within or without their facility at your risk. The Customer shall reimburse Company for all costs due to extra handling and warehousing.
- 7) Should our Company be delayed by reason of any default on the customers part, the entire contract price, less payments heretofore made, shall become due immediately, and shall thereafter bear interest at the full legal rate. Should we incur any collection or legal fees resulting from your failure to meet the standard payment schedule, you agree to reimburse us in full for such expenses.
- 8) It is expressly agreed that all the apparatus furnished hereunder can be removed without material injury to the freehold, and our Company retains the title hereto until final payment in cash is made with the right to retake possession of the same or any part thereof at customers cost if the default is made on any of the payments, irrespective of the manner of attachment to the reality, the acceptance of notes, extension of time for payment, or the sale, mortgage, or lease of the premises.
- 9) Any provision of this agreement prohibited by law shall be ineffective (only to the extent of and wherever such prohibition shall be applicable) without invalidating any other provision hereof.

10) It is expressly agreed that the California commercial code shall govern this agreement, including labor, material, and any other services, as well as payment thereof.

11) Should any litigation arise resulting from this Contract, it will be tried in the court of jurisdiction in Los Angeles City or County. If the amount in controversy exceeds the jurisdiction of the court, the matter shall be submitted to arbitration, and the finding by the arbitrator shall be binding and conclusive of the matter. The prevailing party shall be entitled to reasonable attorney fees and costs.

12) We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days without monthly service contract and/or one year, (365 days), with service contract through ESS, after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost or 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 causes beyond our control.

We shall conduct, at our own expense, the entire defense or any claim, suit or action alleging that, without further combinations, that use by you of any equipment provided hereunder directly infringes any patent, but opportunity and authority 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 consequential damages and costs awarded by the court therein and, if the use of resale equipment is finally enjoined, we shall at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent non-infringing equipment, (iii) modify the equipment, so it becomes non-infringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage, and obsolescence.

THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 12 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, AND THE EXPRESS WARRANTIES SET FORTH IN THE ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

Entire Contract

This document shall become a valid contract only when accepted by the Customer and subsequently by an officer of the Company, and shall constitute the entire agreement between the parties. All representations on which this Contract is based have been expressly set out in this agreement. No agent, representative, or employee shall have the authority to waive any provision of this document. The customer's failure to adhere to the above-recommended policies will nullify the Company's liability under this Contract.

TOTAL PRICE

\$209,500.00 (Two hundred nine thousand five hundred dollars).

terms of Payment

1. 30% upon acceptance
2. 30% upon material delivery
3. 30% upon completion
4. 10% passing final State inspection

Respectfully submitted,



Don Hill
Elevator Support Services, Inc.
Owner/Head of Operations

Elevator Support Services Approved

Print: _____

For: _____

Title: _____

Date: _____

Signature: _____

Customer Accepted

Print: _____

For: _____

Title: _____

Date: _____

Signature: _____

This proposal is good for 60 days

*Contractors are required by law to be licensed and regulated by the Contractors State License Board.
Any questions concerning a contractor may be referred to the board whose address is:*

*Contractors State License Board
9821 Business Park Drive
Sacramento, CA 95827*