



PARKWORKS

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8/16/2024

1026 Escobar

ATTN: Cora Young

RE: System Separation Proposal for 1026 Escobar

This proposal is a lump sum proposal for the sale, manufacturing and installation necessary for the separation of the (3) 20 platform systems at 1026 Escobar into (6) 10 platform systems.

It is important to note that the separation will not affect the two year warranty period or the warranty start date of 5/16/2024 as established by Webcor.

Parkworks proposes the supply and installation of the following:

- 3 additional control cabinets
- 6 additional hydraulic pumps and associated piping
- 3 additional touchscreens
- Updated software

Assumptions:

- Final and frozen backgrounds for all Architecture and Engineering
- Fully designed, engineered and constructed building by others
- Concrete tolerances will be as follows
 - 1/4" in 10ft straight edge for the parking and gate areas
- All entitlements, approvals and permits by others
- All labor will be non-union and prevailing wage (unless add alternate for union labor is selected)
- Coordination and day to day management by others
- Adjacent to property there will be a location to unload 40' open-top containers and a minimum 12' wide pathway from unloading zone to lift-and-slide installation area
- County will provide site map including delivery locations and clear path to bring lift and slide components into building
- County is responsible for providing a safe and secure job site to avoid a loss of PW tools and equipment
- County will provide to PW clean, debris free, swept, dry slabs
 - If any painting or debris producing work is carried out in the environs of the parking system, tarping and/or cleaning will be by others.

- County will ensure that the lift-and-slide components and all surrounding areas stay entirely dry during the duration of installation
- County will coordinate delivery and load-in schedules
- County will provide temporary 110V and 220V power during installation and 480V permanent power no less than 3 months prior to TCO
- County will provide area lighting
- County will provide high-speed internet access during construction period
- County will provide debris box for PW use during installation
- Post-construction, building management will provide a locked area or room on site for the storage of spare parts and specialized tools

Scope Delineation:

For Electrical Wiring Scope - please refer to Appendix A

Following please find a list of inclusions and exclusions to this Supply and Installation Proposal:

Inclusions

- Freight, duty, and logistics, including labor, for devanning and load-in
- All site unloading, laydown and lifting by PW using our own equipment
- 5k Warehouse Forklift during Installation Period
- Structural Engineering of lift-and-slide system, including lateral design and analysis, and anchorage to structure
- Parkworks coordination with SE to ensure that required tolerances are met
- Lift-and-slide and MEPF coordination
- Embed design, manufacture, and supply to jobsite (placement by others)
- QC preceding every lift-and-slide associated concrete pour to verify embed placement and concrete tolerances
- Interface with AHJ and FD as needed
- Measurement of existing conditions, system sizing and layout of systems
- Power units
- Hydraulic oil, concrete anchors, and installation supplies necessary to complete the lift-and-slide system
- Prevailing wage labor
- Touch up of any paint damage
- Electric Gates and Gate Support Structure
- Field Labeling
- Special inspections for concrete anchors and welding
- Teleservice hardware
- Receivers and remotes (1 remote per platform)

Exclusions

- Permit fees of any kind including fees associated with permits for unloading
- Installation of any and all electrical conduit or EMT
- Any and all design and engineering services related to the building (including MEP, Fire Life Safety, Architecture, Landscape, Acoustics, etc.)
- Clash Detection (PW will work with team to clear clashes, but not be tasked with their discovery)
- Building construction

- Exterior Doors and Exterior Door Controls
 - Including RFID and/or Intercom
- Marine delay insurance
- Any extraordinary tariffs
- Lighting design, supply and installation – both interior and exterior
- Signage and Way-finding design and installation – both interior and exterior
- Traffic analysis and EIR studies
- Internet and Wifi
- Temp and Permanent Power
- All Fireproofing and Firestopping, including all floor and wall sleeves and blockouts for conduits
- Ventilation and humidity control of any kind
- Bollards of any kind
- Electrical engineering to size supply circuits, conduits, and wiring
- Design and install of all fixed electrical conduits and raceways
- Cameras, associated wiring, and recording equipment
- Union labor (unless specified)
- OCIP credit, project is bid net of OCIP/CCIP
- Demobilization and remobilization in the event of delay
- Warehouse costs, including transloading and trucking, as the result of project delay that results in our equipment arriving in United States and requiring storage prior to job site load-in
- Cleaning construction dust and debris from lift-and-slide components that collects after installation
- Service Contract for first year of operation
- Service Contract/Extended Warranty - past initial 2 year included Warranty
- Anything not specifically included in deliverables or inclusions
- Monthly reporting including schedule analysis
- User and Service/Maintenance Manuals

The quoted price, stated below, includes system installation, parts and labor. System is under warranty for 24 months assuming that Factory Service is followed. This price is valid for 30 days.

Total Proposed Cost:

Description	Amount in USD (\$)
Separation and conversion of (3) 20 platform systems to 10 platform systems	\$174,941.50

Add Alternate:

Description	Amount in USD (\$)
Supply and Install of Fences	\$18,200

Standard Terms and Conditions

Compensation and Payment Terms. Subject to the fee adjustments described below and to the lump sum limitations (if applicable), compensation shall be at Parkworks' standard hourly rates. If compensation is stated as a lump sum, the lump sum will be applicable only to the Scope of Services included herewith. Compensation for any optional or additional services will be at Parkworks' standard hourly rates plus reimbursable expenses, or a lump sum fee agreed to in writing in advance of performing the work. Client shall pay Parkworks for all services and reimbursable expenses within 30 days of the invoice date, without claim of setoff or deductions. Unless otherwise agreed, Parkworks will invoice every month based either on time expended or, where compensation is stated as a lump sum, based on the percentage of work completed.

Retainer. The retainer amount, as required, shall be paid by Client to Parkworks upon execution of the Agreement.

Late Charges. Interest and administrative charges of 1-1/2% per month will accrue 30 calendar days after the invoice date. Interest and administrative charges shall be in addition to the fees for professional services and reimbursable expenses.

Invoice Approval. Client must notify Parkworks within 14 calendar days of the invoice date if Client objects to any portion of the invoice.

Suspension of Work. Parkworks shall have the right, upon three (3) days prior written notice to Client, and without waiving any claim, to suspend work on the Project until all payments are current. Parkworks does not waive its right to suspend work at any time even if Parkworks previously elected to continue work.

Taxes. If fees or other charges are subject to sales, gross receipt or similar taxes, Client shall be responsible for paying all such taxes.

Mediation/Dispute Resolution. All claims and disputes arising out of or relating to this Agreement shall be resolved by good faith negotiations between the Client and Parkworks. If a good faith negotiation fails to resolve the matter, the Client and Parkworks shall seek a satisfactory resolution using a mutually agreeable independent third-party mediator. The Client and Parkworks agree that all disputes between them arising out of or relating to this Agreement shall be resolved through nonbinding mediation settled in and governed by the State of California unless the parties mutually agree otherwise.

Miscellaneous. This Agreement constitutes the entire Agreement between the parties and supersedes all prior writings, discussions and communications relating to the subject matter hereof. This Agreement can only be modified by a written agreement or amendment signed by both parties. Parkworks shall render its services hereunder in the capacity of an independent contractor and not as an employee. If any provision hereof shall be invalid or unenforceable to any extent, then the remainder of this Agreement shall remain in full force and effect and the invalid or unenforceable provision shall be modified and interpreted in a manner so as to be enforceable to the greatest extent permitted by law. This Agreement shall be governed by and interpreted in accordance with the laws of The State of California.

Access-to-Site. Parking must be provided for Parkworks service vehicles during and after installation. The owners are responsible for keeping the equipment free of dust and debris, oil and grease, they must be cleaned 2 times per year minimum.

Mutual Exclusion of Special, Incidental, Indirect and Consequential Damages. To the fullest extent permitted by law, neither party shall be liable to the other party or anyone claiming by, through or under the other party, for any special, incidental, indirect or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or to this Agreement.

Termination of Services. This agreement may be terminated by the Client or Parkworks should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Parkworks for all services rendered to the date of termination, demobilization time, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents. All documents produced by the Parkworks Team under this agreement shall remain the property of Parkworks and may not be used by the Client for any other endeavor without the written consent of Parkworks.

Limitation of Liability. In recognition of the relative risks, rewards and benefits of the project to both the Client and Parkworks, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, Parkworks' total liability, in the aggregate of the Consultant and the Consultant's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs and damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Indemnification. The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Parkworks, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Parkworks.