

# VERTICAL ACCESS

**TO:** ProWest PCM, Inc.  
 22710 Palomar Street  
 Wildomar, CA 92595  
  
**OFFICE:** 951-678-1038  
**CELL:** 951-434-8226  
**EMAIL:** [psager@pvc.com](mailto:psager@pvc.com)  
**ATTENTION:** Phil Sager

**PROJECT:** Beverly Hills HS-Wall Brace Relocation  
 241 S. Moreno Drive  
 Beverly Hills, CA 90212  
  
**DATE:** 11/9/17  
**REPLY TO:** Michael D. M...

**SCOPE OF WORK:**

Vertical Access, Inc. (VAI) is pleased to... this will create a 13' gap between the ex... days total. VAI will utilize a 10K reach l...

**QUOTE TOTALS:** \$32,900.

Labor to Shift East & West K-Rails A...  
 Engineering Redesign & PE Stamp...  
 Inspection by PE (4-Hours x \$250.00)

**QUALIFICATIONS:**

- \* Initial Engineering (EO-Prof Liabil...
- \* Bid is based on work being performed c...
- \* Scheduling of erection/tear down requi...
- \* Bid excludes cost of site-specific safety e...
- \* VAI does not include the installation of i...
- \* Pricing is based on United Brotherhood o...
- \* Additional OT Rental will be automatical...
- \* scaffolding remaining on job at time of billi...
- \* This Proposal is subject to acceptance wit...
- \* VAI to utilize 10K reach lift to move all K...
- \* Customer shall be responsible for patching...
- \* VAI will be compensated for all delays bey...
- \* VAI shall work from truck at all elevations not possible or allowed.

**EXTRA WORK PERFORMED ON A T&E**

All additional work shall be performed on a tir... dry-run charge of 2-hours each, plus trucking... \$128.70/hour (overtime), & \$158.50/hour (do... time). Standard straight time (eight (8) hours o... hours in a single day and for anytime on Sunday... \$275.00 (1-60 miles) minimum based on distanc... travel, or other associated expenses. These char... billable after extra work is completed. Any T&E... within 48-hours to cover additional work perfor...

**PAYMENT TERMS:**

Invoices in connection with delivery, labor (installation and/or tear down), rental, and return trucking of this equipment will be issued to Customer on a monthly basis or when work is completed. All invoices are payable in full and payment is not contingent upon Customer receiving funds from any other party. VAI will not allow retention to be withheld. Scaffolding is a service and as such, is exempt from retention. VAI does not agree to any "Paid If/When Paid" terms and as such, the Customer's contract with the owner of the project (Owner) or general contractor for the project (GC) shall have no bearing on VAI's payment terms or contract. VAI will not agree blindly to any contract terms between Customer and the Owner or GC. If VAI is required to enter into a customer contract agreement, this Proposal/Contract, as listed in its entirety, shall be added to any such agreement as an addendum or attachment with full inclusion of the terms of this Proposal/Contract. In the event Customer issues a work order, purchase order, or other written or verbal approval to start the work listed in the Scope of Work in this Proposal/Contract, then it is understood that Customer accepts this VAI Proposal/Contract in its entirety. Terms are Net 30 days. Invoices not paid within 60 days of the invoice date shall be subject to an interest rate of 1 1/2% per month on any unpaid balance.

11/16/17

Staci -  
 Please draft a  
 Board Action Item (BAI)  
 for the attached scope  
 for Building B1/B2  
 for the 11/28/17

This is to come from  
 the B1/B2 Moderization  
 Budget.

Please note the BAIs  
 for the 11/28/17 Board Meeting  
 shall be posted no later  
 than 11/21/17  
 Tim M.

K-Rail by an additional 5',  
 ch elevation, so 10-working

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the actual amount of

/Contract.  
 se requirements are

per day per man or a  
 ight time),  
 0/hour (double-  
 excess of twelve (12)  
 ack trip charge at  
 r diems, hotels,  
 shall be binding and  
 be sent to VAI



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241 S. Moreno Drive  
Beverly Hills, CA 90212

**OFFICE:** 951-678-1038  
**CELL:** 951-434-8226  
**EMAIL:** [psager@prowestpcm.com](mailto:psager@prowestpcm.com)  
**ATTENTION:** Phil Sager

**DATE:** 11/9/17  
**REPLY TO:** Michael D Martinez  
**CELL #** 310-259-7666  
**PLAN DATE:**  
**PROPOSAL:** 2017-3243

**SCAFFOLD PROPOSAL / CONTRACT**

**SCOPE OF WORK:**

Vertical Access, Inc. (VAI) is pleased to propose to ProWest PCM, Inc. (Customer), the shifting out of the existing east & west elevation K-Rail by an additional 5', this will create a 13' gap between the exterior elevations and new interior side of (3) K-Rail sections. VAI anticipates 5-working days for each elevation, so 10-working days total. VAI will utilize a 10K reach lift to shift K-Rail, so VAI will require as much room as possible (20' out to shift K-Rails back).

**QUOTE TOTALS:** \$32,900.00

| SCHEDULE OF VALUES   |             |  |
|--|-------------|--|
| Labot to Shift East & West K-Rails Away an Additional 5'                       | \$30,450.00 |  |
| Engineering Redesign & PE Stamped Drawings                                     | \$2,450.00  |  |
| Inspection by PE (4-Hours x \$250.00 each-Portal to Portal), if Required (Add) |             |  |

**QUALIFICATIONS:**

- \* Initial Engineering (EO-Prof Liability @ \$1M) & PE Stamped drawings will be an additional charge, see above.
- \* Bid is based on work being performed on straight time hours, 7AM-3:30PM (M-F).
- \* Scheduling of erection/tear down requires at least a 48-hour notification to VAI office personnel.
- \* Bid excludes cost of site-specific safety orientation, badging, and/or drug testing.
- \* VAI does not include the installation of inside guard & mid rails. If required based on distance from wall, an additional charge will apply.
- \* Pricing is based on United Brotherhood of Carpenters (Carpenters' Union) wages, **Prevailing Wage**.
- \* Additional OT Rental will be automatically billed once scaffolding goes into overtime. As such, the daily rental rate will be pro-rated based on the actual amount of scaffolding remaining on job at time of billing.
- \* This Proposal is subject to acceptance within 60 days. Billing rate subject to increased based on Union increase and COL increases.
- \* VAI to utilize 10K reach lift to move all K-Rail.
- \* Customer shall be responsible for patching of scaffold ties, bumps, and attachments at completion of the job.
- \* VAI will be compensated for all delays beyond the control of VAI and/or for any work performed beyond the original scope of this Proposal/Contract.
- \* VAI shall work from truck at all elevations and have no more than a 25' pack of material at anytime. Additional charges may be assessed if these requirements are not possible or allowed.

**EXTRA WORK PERFORMED ON A T&M BASIS:**

All additional work shall be performed on a time and material basis. All hours shall be billed pursuant to the Carpenters' Union, 4-hour minimum per day per man or a dry-run charge of 2-hours each, plus trucking. **Billing rate to increase by \$2.75 every year on July 1st.** Private work rates @ \$94.30/hour (straight time), \$128.70/hour (overtime), & \$158.50/hour (double-time). Prevailing wage rates @ \$97.30/hour (straight time), \$131.70/hour (overtime), & \$161.70/hour (double-time). Standard straight time (eight (8) hours or less in a single day). Overtime will be billed for hours 8-12/hours per day. Double time hours (in excess of twelve (12) hours in a single day and for anytime on Sundays or holidays). All hours shall be billed on a portal-to-portal basis. There is also a 22' stake bed truck trip charge at \$275.00 (1-60 miles) minimum based on distance. All additional material rent shall be added to extra work tickets. Hourly wages do not include per diems, hotels, travel, or other associated expenses. These charges will be added to billing. Any T&M/extra work orders signed by any Customer representative shall be binding and billable after extra work is completed. Any T&M/extra work will be performed as an accommodation for Customer. A formal change order must be sent to VAI within 48-hours to cover additional work performed and signed for on the extra work ticket.

**PAYMENT TERMS:**

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### **INSTALLATION & TEARDOWN CONDITIONS:**

All furnished equipment/material by VAI, as described herein is subject to these stated conditions:

VAI will follow the Fall Protection Plan (1671.1 Title 8 in Article 24) during the erection, repair, extra work, and tear down phases of work. VAI does not include provisions for tie-off in any manner during any phase of scaffolding work. If tie-offs are required by either Customer, Owner, or GC, they shall respectively provide OSHA compliant tie-off points capable of supporting (#5,000lbs) per point. Customer shall provide clear scaffold work areas. All other workers (trades) shall not be allowed to work in the scaffold work area during scaffolding erection and or tear down phases of work. Customer shall be held responsible for any lost time and additional trip charges. VAI will include toe-boards above entrances and exits only; all other areas shall be an additional charge. If toe-boards are required in other areas, an \$8.00 per toe-board charge shall be added to billing (includes installation, rental, and teardown).

### **HAZARDOUS MATERIAL EXPOSURE: (IF APPLIES)**

If any/all scaffold equipment erected or rented by VAI has become exposed to hazardous materials such as: Asbestos (ACM), Lead (LBP), Mold, etc. the customer agrees to clean and/or decontaminate equipment prior to scheduling the return or dismantling of scaffolding. VAI may require verification certifying that the equipment is clean and free of any hazards. Rental will continue until verification is received by VAI. Any damages to wall braces to be billed as required.

### **4'x4' Plywood Trash Chute: (NIC)**

Chute scaffold to be attached to each floor level.

VAI will install 3/4" plywood that is new or in fair to good shape.

VAI to cut access hole at top level only, customer to make access debris hole as work proceeds down.

Any damage to chute during use shall be repaired by VAI on a T&M basis. Customer/Contractor shall assume all risk & agree to indemnify

VAI from all claims, losses, fines, or any liability resulting from repairs made by others.

If required, steel plated (1/4" x 4' W x 8' L) ramps at bottom of chute are an additional charge (unless otherwise stated).

### **36" W OSHA Compliant Stair Tower: (NIC)**

Stair Tower rated at 25PSF at all levels.

VAI will install Stair Tower within 5' away from exterior wall elevation.

VAI will require a 14' W x 8' L clear area to set stair tower.

### **SCAFFOLD TERMS AND CONDITIONS**

1. It is understood and agreed that you, the Customer shall:
  - A. Maintain and use the equipment furnished by VAI in conformity with safe practices, applicable standards, the Safety Rules and Instructions issued by VAI, and in compliance with the requirements of OSHA and all other applicable legal requirements.
  - B. Determine the strength and adequacy of any surfaces (ground floor or elevated roof) or structures upon which the scaffold is to be placed and ensure that all surfaces or structures shall support the intended scaffold loads. If re-shoring or cribbing is required, an additional
  - C. Assure that the butts and ties, which VAI installs to secure the scaffolding to the building or structure are maintained in place. If ties or butts are removed for any reason, Customer will replace them with adequate substitute ties and butts so that the scaffold is at all times properly secured.
  - D. Not permit the scaffold to be moved, dismantled, re-erected, or altered except as otherwise specified herein, nor allow the scaffolding to be covered or enclosed without prior written consent by VAI.
  - E. Acknowledge that once the scaffolding is erected and is initially inspected by VAI's "competent person" it becomes the responsibility of Customer and is deemed acceptable by Customer. Customer shall perform daily inspections prior to each use, and before each shift. Customer agrees to notify VAI immediately if there are any alterations or changes from the original set. If repairs to the scaffold are needed, they shall be done on a T&M basis, by VAI prior to further use.
  - F. Require that any other person, company, or entity, including the Owner, GC, or any other subcontractor, have an authorized representative read and sign the Vertical Access, Inc. Scaffold Equipment Release, Indemnification and Hold Harmless Acknowledgment & Agreement attached hereto as Exhibit "A" before they are allowed to access and/or work on any scaffold provided by VAI pursuant to this Proposal/Contract.
2. VAI will make every effort to deliver, erect, and dismantle this equipment as required on reasonable notice, but shall not be held liable for loss or damage arising from late delivery, delayed erection or dismantling, or other non-fulfillment of contract terms by reason of acts of God, fires, labor disturbances, strikes, delays in transportation, accidents, civil or military authority, or any other cause whatsoever unavoidable or beyond VAI's control.
3. Customer hereby acknowledges and agrees that any legal or contractual default on its part with respect to the performance of its obligations hereunder, including, but not limited to, payment, shall give VAI the right without further responsibility, in addition to any other legal remedies available to VAI, to enter upon the premises where its equipment is located and repossess the equipment without any obligation on the part of VAI to resort to legal process.
4. To the extent that any term or provision of the Proposal/Contract is deemed void or not in compliance with the applicable law, that term or provision alone will be void, while all other terms or provisions will be enforceable to the fullest extent of the law. This Proposal/Contract may be executed in counterparts, which, collectively, shall constitute one original.
5. Customer shall, except for sole negligence by VAI, indemnify, defend, and hold VAI harmless from liability, loss, or expense including, but not limited to, reasonable attorney's fees, on account of injuries to persons, including death or damage to property; provided such injuries, death, or damages can be attributable in whole or in part to either Customer's negligence, willful act(s), or failure to comply with the aforementioned requirements, including any negligence or such failure on the part of Customer's agents or subcontractors, or anyone Customer allows to use, alter, improve, or repair the scaffold or structure(s) to which the scaffold is connected, including by the Owner and/or GC. This indemnification shall be interpreted and applied to the fullest extent permitted by applicable law. If the scaffold is altered by anyone other than VAI, Customer agrees to indemnify and hold harmless VAI from claims, losses, fines, and all other damages resulting from the alteration of the scaffolding from its original setup.
6. VAI shall be reimbursed for all attorney's fees, collection costs, and any other costs associated with a lawsuit or collection process, arising out of or related to this Proposal/Contract.

7. VAI will provide an insurance certificate with the following per project coverage: 1/29/2017 thru 1/29/2018

Workers' Compensation insurance at \$1,000,000.00 per occurrence;

Automobile at \$1,000,000.00

General Liability at \$1,000,000.00 Aggregate at \$2,000,000.00 Excess at \$3,000,000.00. Total Aggregate at \$5,000,000.00

OCIP/CCIP deduction already taken out of base quote totals.

**\*\* Waiver of Subrogation Endorsements (Additional Charges Apply) will only be provided with the following language agreed to between VAI and Customer: The Waiver of Subrogation will not apply to damages or injuries to Vertical Access employees and/or property caused by Customer, or its agents.**

Thank you for the opportunity to quote this project. To execute this contract simply complete the information below, sign and return via fax # 562-321-2640 or email scanned back to mmartinez@vaiwest.com as soon as possible.

Yours Truly,

ACCEPTED BY: **ProWest PCM, Inc.**

**VERTICAL ACCESS, INC.**

BY:



Michael D. Martinez  
President/ CEO

BY:

Signature

BY:

Printed Name

TITLE:

DATE:

11/9/17

DATE:

Proposal #:

2017-3243

PO #: