



D&D Elevator
38 Hayes St
Elmsford, NY 10523-2502

(914) 347-4344
info@ddelevator.com
<https://ddelevator.com>

Quote Date: 11/28/2023
Quote #: QUO-04566-R4V2

REPAIR PROPOSAL

Bill To	Site Location
534 W 42nd Street Condo Association c/o Livingston Management 225 West 35th St. - Suite 1500 New York, NY 10001	534 West 42nd Street New York, NY 10036

Account ID	Deposit Terms	Payment Terms
C0000947	\$0.00	30 DAYS
Device ID	Device Name	Quote Valid For
1P45340	1P45340	30 DAYS

Scope Of Work
STAND BY
As per the building request we will send a technician for (4) hours to do a stand by to provide access to the Security Company.
If more time is needed or we are there for less time, the final invoice will be adjusted.

Sub Total: \$915.60
Sales Tax: \$81.26
Price: **\$996.86**

The undersigned accepts this proposal and all its terms and conditions.

Approved By:	Submitted By:
Name: <u>Claude Simon</u> Email address: <u>csimon@fairlane.biz</u> Title: <u>Board President</u> Company: <u>534 West 42nd Street Condominium</u> Date: <u>11/30/2023</u>	Melanie Lambert mlambert@ddelevator.com Account Manager D&D Elevator 11/28/2023

Claude Simon



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TERMS & CONDITIONS

Timing

Delay by Owner may subject the price quoted to escalation. **Due to the current volatility of the commodities markets primarily in the areas of steel, copper and lumber, our vendors cannot guarantee prices will not increase. Any such increases will be documented and passed along.**

Warranty

Contractor's warranty only covers defective material and workmanship, that the guarantee period shall not extend longer than one (1) year from the date of substantial completion of each elevator; and that it excludes ordinary wear and tear or improper use, vandalism, abuse, misuse or neglect by others. There is no free maintenance or service during the warranty period.

Owner's Requirements

- Owner shall provide safe and code compliant workplace.
- Owner shall ensure proper smoke sensing devices in machine rooms and at elevator lobbies.
- Any structural requirements are the responsibility of others.
- Clear and safe access into and out of the building, machine rooms, pit areas, for all elevators in accordance with appropriate national and local authority having jurisdiction ("AHJ") codes.
- Any repairs required to the hoistway structural support beams will be the responsibility of the Owner.
- Owner shall secure all railing and vertical ladders in the High Rise / Service elevator machine room.
- Building should identify and abate any asbestos located in the existing elevator pit or shaftway.
- Maintain a code-approved fire extinguisher in each machine room.
- If ride quality standards are specified, Owner will need to perform PMT readings to establish the current baseline if this data is not provided by the consultant. Rail alignments are limited to an allowance of 8 team hours per device, any additional adjustments or replacements are subject to a change order.

Working Hours

All work will be performed during regular working hours. Any requests for overtime work will be an added cost to the Agreement, subject to Contractor's standard billing rates.

Force Majeure

Notwithstanding any other provision in the contract to the contrary, neither party shall be liable to the other party for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, labor disputes, theft, weather, natural or man-made disaster, civil commotion, mischief or act of God.

Consequential Damages Waiver

Under no circumstances shall either party be liable for special, indirect or consequential damages of any kind including, but not limited to, loss of profits, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property.

Collection Proceedings

In the event, collection proceedings must be initiated for any amounts due to Contractor that have not been paid, it will be the responsibility of the Owner to pay all additional court costs, attorney fees, interest accrued, as well as any fees associated with collection proceedings. A finance charge of **1.5%** will be added to all unpaid balances over thirty (30) days. A transaction fee of **3%** will be added to any payments made by credit card.