

AMENDMENT NO. 3

MARTIN ELEVATORS, DBA NATIONWIDE LIFTS OF NOR CAL  
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES, is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and MARTIN ELEVATORS, a California corporation, DBA NATIONWIDE LIFTS OF NOR CAL, hereinafter called "CONTRACTOR".

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on September 5, 2023, Amendment No. 1 on July 16, 2024, Amendment No. 2 on January 13, 2025, and Extension No. 1 on March 25, 2025 (collectively the "Agreement"), attached hereto as Attachment A and made a part hereof; and
2. WHEREAS, CITY now requests to amend the terms of the Agreement to extend the Agreement term through December 31, 2025; and
3. WHEREAS, CONTRACTOR agrees to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 3 on the date and year first above written.

CITY OF LODI, a municipal corporation

MARTIN ELEVATORS, a California corporation,  
DBA NATIONWIDE LIFTS OF NOR CAL

\_\_\_\_\_  
JAMES LINDSAY  
Acting City Manager

\_\_\_\_\_  
SONYA MARTIN  
Finance Director

Attest:

\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

Approved as to Form:

for KATIE O. LUCCHESI  
City Attorney

EXTENSION NO. 1

MARTIN ELEVATORS, DBA NATIONWIDE LIFTS OF NOR CAL  
AGREEMENT FOR PROFESSIONAL SERVICES

THIS EXTENSION NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES, is made and entered this 25<sup>th</sup> day of March, 2025, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and MARTIN ELEVATORS, a California corporation, DBA NATIONWIDE LIFTS OF NOR CAL, hereinafter called "CONTRACTOR".

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY, entered into an Agreement for Professional Services on September 5, 2023, Amendment No. 1 on July 16, 2024, and Amendment No. 2 on January 13, 2025 (collectively the "Agreement"), attached hereto as Attachment A and made a part hereof; and
2. WHEREAS, CITY, at its option, has advised CONTRACTOR of its intent to extend the terms of the Agreement for an additional six (6) months until June 30, 2025; and
3. WHEREAS, CONTRACTOR agrees to said extension.

NOW, THEREFORE, the parties agree to extend the Agreement as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Extension No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation

  
SCOTT R. CARNEY  
City Manager

MARTIN ELEVATORS, a California corporation,  
DBA NATIONWIDE LIFTS OF NOR CAL

  
Shannon Conley (Mar 5, 2025 07:20 PST)  
SHANNON CONLEY  
Finance Director

Attest:

  
OLIVIA NASHED  
City Clerk

Approved as to Form:

  
KATIE O. LUCCHESI  
City Attorney  
  
For Katie Lucchesi

AMENDMENT NO. 2

MARTIN ELEVATORS, DBA NATIONWIDE LIFTS OF NOR CAL

THIS AMENDMENT No. 2 to the Professional Services Agreement for purchase and installation of a two-stage elevator at 22 South Main Street is made and effective this 13<sup>th</sup> day of January, 2025 by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and MARTIN ELEVATORS, a California corporation, DBA NATIONWIDE LIFTS of NOR CAL, (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for purchase and installation of a two-stage elevator at 22 South Main Street on September 5, 2023, and Amendment No.1 on July 16, 2024 (collectively the "Agreement"), attached hereto as Attachment A and made a part hereof as though fully set forth herein; and
2. WHEREAS, CONTRACTOR and CITY now desire to extend the term of the Agreement until December 31, 2024 and add an option to extend the term up to 6 months; and
3. WHEREAS, all other terms and conditions of the Agreement will remain unchanged.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

CITY OF LODI, a municipal corporation

MARTIN ELEVATORS, a California corporation DBA  
NATIONWIDE LIFTS of NOR CAL

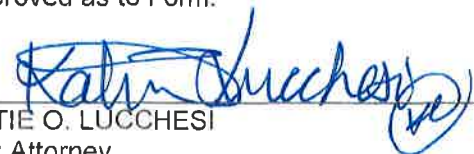
  
\_\_\_\_\_  
SCOTT R. CARNEY  
City Manager

  
\_\_\_\_\_  
Sonya Martin (Dec 11, 2024 13:24 PST)  
By: SONYA MARTIN  
Title: Finance Director

Attest:

  
\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
KATIE O. LUCCHESI  
City Attorney

AMENDMENT No. 1

Martin Elevators, DBA Nationwide Lifts of Nor Cal

THIS AMENDMENT No. 1 to the Professional Services Agreement for Purchase and Installation of a Two-stage Elevator at 22 South Main Street is made and effective this 16<sup>th</sup> day of July, 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and MARTIN ELEVATORS, a California Corporation, DBA NATIONWIDE LIFTS of Nor Cal., (hereinafter called "CONTRACTOR").

WITNESSETH:


1. WHEREAS, CONTRACTOR and CITY, entered into an Agreement for Professional Services for purchase and installation of a two-stage elevator at 22 South Main Street on September 5, 2023 (collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein.
2. WHEREAS, CONTRACTOR and CITY now desire to extend the term of the Agreement until October 31, 2024.
3. WHEREAS, all other terms and conditions of the Agreement will remain unchanged.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.


CITY OF LODI, a municipal corporation

MARTIN ELEVATORS, a California corporation DBA  
NATIONWIDE LIFTS of Nor Cal


  
ANDREW C. KEYS  
Interim City Manager

  
Sonya Martin (Jun 24, 2024 09:23 PDT)  
By: SONYA MARTIN  
Title: Finance Director

Attest:

  
OLIVIA NASHED  
City Clerk

Approved as to Form:

  
KATIE O. LUCCHESI  
City Attorney

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on September 5, 2023, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MARTIN ELEATORS, DBA NATIONWIDE LIFTS of Nor Cal, a California Corporation (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Purchase and installation of Two-Stage Elevator at 22 South Main Street (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on August 30, 2023 and terminates upon the completion of the Scope of Services or on March 31, 2024, whichever occurs first.

### **ARTICLE 3** **COMPENSATION**

#### **Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

#### **Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

#### **Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

#### **Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.



**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.



**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
                                     221 West Pine Street  
                                     P.O. Box 3006  
                                     Lodi, CA 95241-1910  
                                     Attn: John R. Della Monica, Jr.

To CONTRACTOR:      Martin Elevators; DBA: Nationwide Lifts  
                                     4667 Golden Foothill PKWY Unit #108  
                                     El Dorado Hills, CA 95762  
                                     Attn: Sonya Martin

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**Section 4.22 Counterparts and Electronic Signatures**

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

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IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:

CITY OF LODI, a municipal corporation

Olivia Nashed  
(Olivia Nashed (Sep 1, 2023 10:15 PDT))

OLIVIA NASHED  
City Clerk

Stephen Schwabauer  
(Stephen Schwabauer (Sep 1, 2023 10:15 PDT))

STEPHEN SCHWABAUER  
City Manager

APPROVED AS TO FORM:  
KATIE O. LUCCHESI, Interim City Attorney

MARTIN ELEVATORS, DBA NATIONWIDE LIFTS  
OF ~~NORTHERN~~ CAL, a California Corp.

By: Katie Lucchesi  
(Katie Lucchesi (Aug 31, 2023 09:02 PDT))

Sonya Martin  
By: Sonya Martin (Aug 31, 2023 09:02 PDT)  
Name: SONYA MARTIN  
Title: Finance Director

**Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – Insurance Requirements**  
**Exhibit D – Federal Transit Funding Conditions (if applicable)**

**Funding Source:** 35599000-77020 - HPSJ-23001.Contracts  
(Business Unit & Account No.)

Doc ID:

CA: Rev.06.2023.LT

Nationwide Lifts  
4667 Golden Foothill PKWY Unit  
#108  
El Dorado Hills, CA 95762  
Phone: (916) 529-5965  
Fax: (877) 825-6001



Quote: NWLJS07152023  
Valid Until: Dec 31, 2023  
Rep: John Schmeltz  
Phone: (916) 529-5965  
john@elevators.com

## EXHIBIT A & B

Bill To: City of Lodi  
221 W Pine Street  
Lodi, California 95240  
209-333-6700  
john@njaarchitecture.com

Ship To: 22 S Main Street  
Lodi, California 95240

Product Details	Qty	Unit Price	Total Price
<b>FREEDOM COMMERCIAL</b> - Hydraulic Operation	1	\$ 131,500.00	\$ 131,500.00
- Capacity: 1400 Pounds			
- Number of Levels: 2 (2 Stops)			
- Travel Distance: 153 inches			
- Cab Configuration: Enter/Exit Same Side			
- Cab Size: 48"W x 54"D x 84"T			
- Cab Finish: Stone Graphix - White			
- Fixtures: Stainless Steel			
- Phone: Built in COP			
- Cab Gate: 2 Speed Match Cab			
- Landing Doors: 2 Speed Primed Finish			
- Equipment Room: Adjacent to Hoistway			
- Pit: 14 Inches			
- Battery Backup: Lowering and Lighting Only			
- Warranty: 24 Months Limited Parts 12 Months Labor			
- Note: NO FIRE SERVICE - 240 Single Phase Power (see drawings) - California State Inspection Included - Prevailing Wage			
<b>Total:</b>			<b>\$ 131,500.00</b>

### Payment Terms:

We propose to furnish and install the product(s) listed above.  
The payment structure is listed to the right.

Production deposit:	\$ 65,750.00
Due upon delivery:	\$ 52,600.00
Due upon completion:	\$ 13,150.00

Initial: DSS

Possible upgrade of interior finish \$18,500.00

**Total not to exceed amount \$150,000.00**

**Acceptance of Proposal:** This proposal is submitted for acceptance within thirty (30) days of from date executed by us. This proposal, when accepted by the Purchaser and approved by a representative of Nationwide Lifts, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded. No changes in or additions to this contract will be recognized unless made in writing and properly executed by both parties. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will govern in the event of a conflict.

**Site Preparatory Work:** A Site Preparation Agreement will be provided by Nationwide Lifts. The preparatory work must be completed by the Purchaser prior to installation of the equipment. Failure to complete preparatory work will result in fees as outlined in the Site Preparation Agreement.

**Warranty:** Nationwide Lifts warrants the equipment sold by it and all parts thereof to be free from defects in material and workmanship under normal use and service. Its obligation under this warranty shall be limited to repairing any part of said equipment which proves thus defective within the timeframe of the warranty and which its examination shall disclose to its satisfaction to be thus defective. This warranty is in lieu of all other warranties expressed or implied and of all obligations or liabilities on its part. It neither assumes nor authorizes any person to assume for it any other obligation of liability in connection with the sale of said equipment or any part thereof. This warranty shall not apply to any part, which has been subject to any accident, alteration, abuse or misuse. The labor warranty period is 12 months, beginning upon completion of the installation. Warranty calls are to be performed during regular working hours of regular working days unless required by an emergency condition, at the discretion of Nationwide Lifts. The equipment warranty period is identified on the 1st page of this document. The equipment warranty begins when the equipment ships from the factory. The equipment warranty is governed by the manufacturer. Like any piece of mechanical machinery, this equipment should be periodically inspected, lubricated and adjusted by competent personnel. This warranty is not intended to supplant such normal maintenance service.

**Terms and Conditions:** If the Purchaser does not take delivery of material within 30 days of manufacturing completion, Nationwide Lifts will store the equipment at the Purchaser's cost. The Purchaser is to pay insurance and storage charges not to exceed \$75 per week. Once Nationwide Lifts receives delivery of the equipment from the factory, the progress payment 'Due upon delivery' is due immediately. This progress payment is due regardless if the unit is placed into storage. All sales are final. The equipment is custom ordered to Purchaser's requirements. In the event of any default by Purchaser, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due. The machinery, implements and apparatus hereunder remain personal property of Nationwide Lifts. Therefore, Nationwide Lifts retains title thereto until final payment is made, with right to retake possession of them, or any part thereof, at the cost of the Purchaser if default is made in any of the payments irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises. Nationwide Lifts shall not be held responsible nor shall it be liable under the terms of this agreement and Purchaser expressly releases, discharges, indemnifies and acquits Nationwide Lifts for any and all claims for loss, damage, delay, detention, death or injury of any nature whatsoever. Nothing in this contract shall be construed to mean that Nationwide Lifts assumes any liability on account of accidents to persons or property except those directly due to the negligent act of its workmen. Nationwide Lifts shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, thefts, riots, floods, civil commotion, war, malicious mischief, acts of God or any cause beyond its control, and in no event shall Nationwide Lifts be liable for any damages, nor any consequential, special or contingent damages. This order, together with its terms and conditions as outlined herein are hereby expressly made a part of this order, when signed and accepted by the Purchaser and a representative of Nationwide Lifts shall constitute exclusively the contract between the parties and all prior representations or agreements whether written or verbal not incorporated herein, are superseded.

Purchaser: **City of Lodi**  
221 W Pine Street  
Lodi, California 95240

Supplier: **Nationwide Lifts**  
4667 Golden Foothill PKWY Unit #108  
El Dorado Hills, CA 95762

Printed:

Stephen Schwabauer

Printed:

Sonya Martin

Signature:



Steve Schwabauer (Sep 1, 2023 10:33 PDT)

Signature:



Sonya Martin (Sep 4, 2023 10:06 PDT)

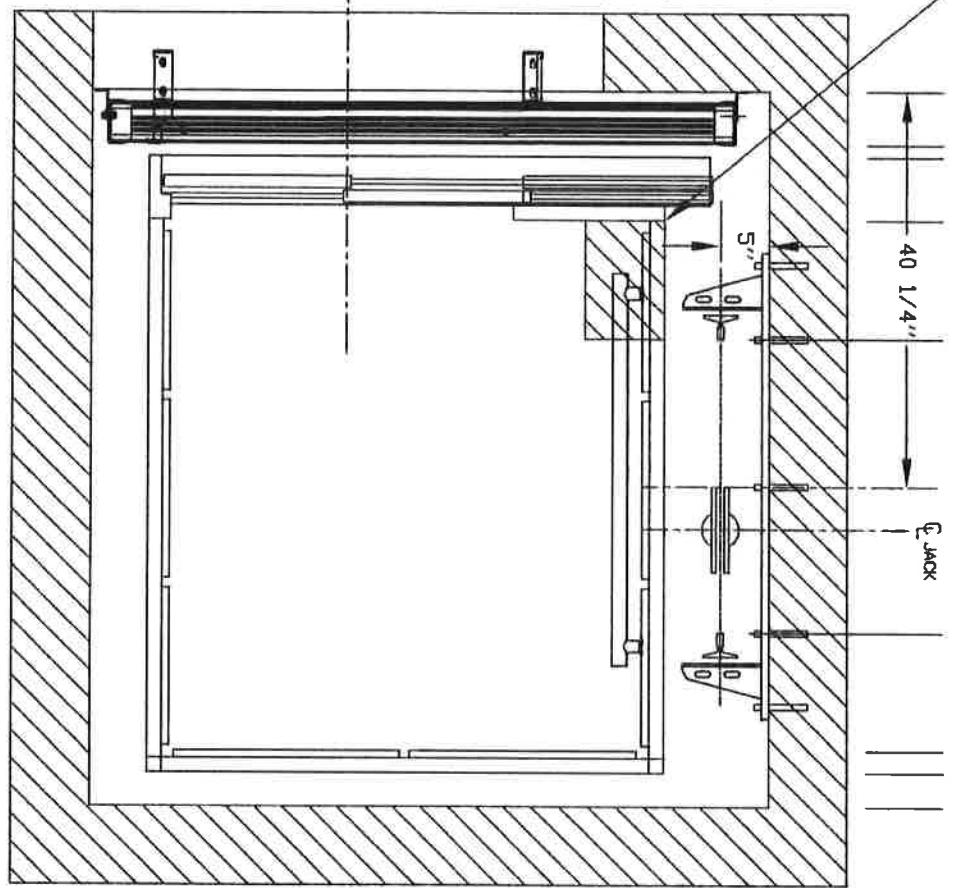
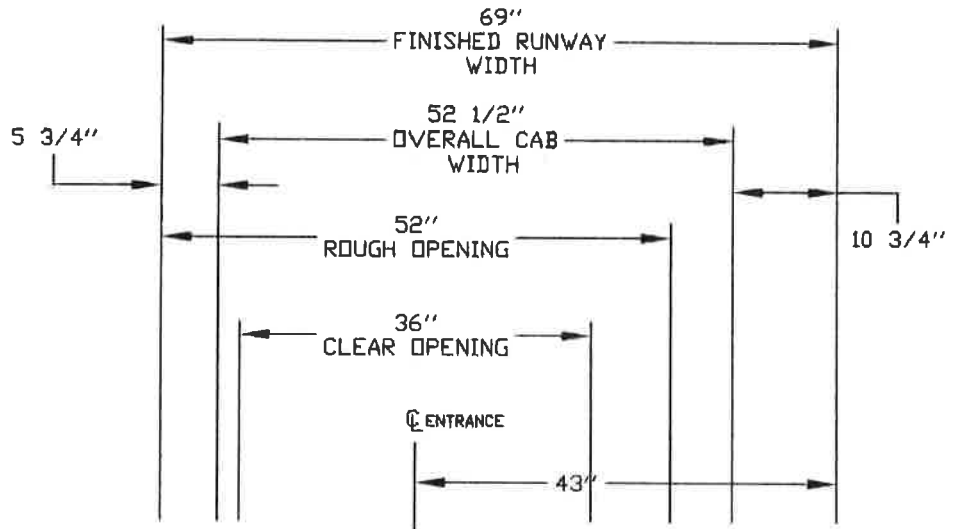
Date:

September 1, 2023

Date:

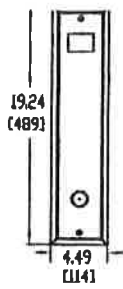
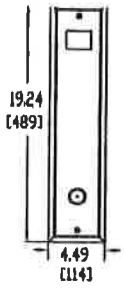
Sep 4, 2023



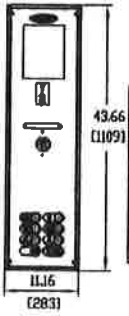


# PLAN VIEW

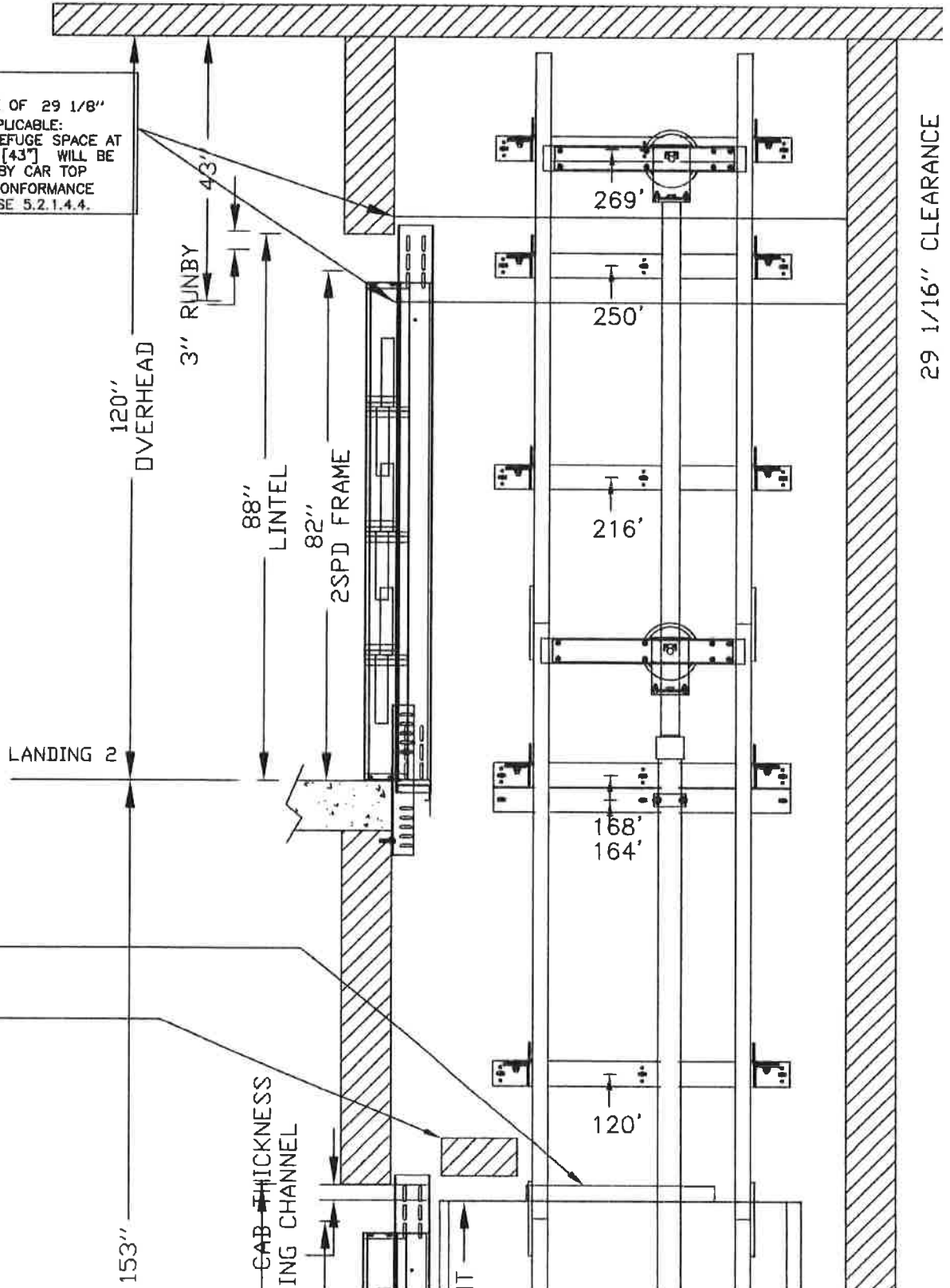
CUSTOMER: NATIONWIDE 1  
 PROJECT: CITY  
 ADDRESS: 22 South  
 11111



CDP



NOTE:  
CLEARANCE OF 29 1/8"  
WHERE APPLICABLE:  
MINIMUM REFUGE SPACE AT  
1100 mm [43"] WILL BE  
PROVIDED BY CAR TOP  
PROP IN CONFORMANCE  
WITH CLAUSE 5.2.1.4.4.



MEASUREMENTS- LUNAR/LUNAR/LUNAR IN VERT ALL MEASUREMENTS AND REPORT ANY DISCREPANCIES TO OUR OFFICE IMMEDIATELY.

### \*STRUCTURAL

FLOOR/SUPPORT WALL LOADS- STRUCTURE TO ANCHOR A CRANK SHAFT AND SAFETY HARNES, WHERE APPLICABLE/NEEDED, TO BE PROVIDED BY CONTRACTOR. CONTRACTOR TO ASSURE THAT BUILDING AND SHAFT WILL SAFELY SUPPORT ALL LOADS IMPOSED BY THE LIFT EQUIPMENT. REFER TO THE TABLES ON THIS DRAWING FOR LOADS IMPOSED BY THE EQUIPMENT. WHERE DOORS ARE REQUIRED- SUITABLE LINTELS MUST BE PROVIDED BY OWNER/AGENT. DOOR FRAMES ARE NOT DESIGNED TO SUPPORT OVERHEAD WALL LOADS.

### \*MACHINE ROOM

LOCATION / ACCESS- MACHINE ROOM LOCATED AT THE LOWEST LEVEL ADJACENT TO HOISTWAY, UNLESS SHOWN OTHERWISE ON THE LAYOUT DRAWINGS. FIELD ADJUSTMENT BY INSTALLER MAY BE NECESSARY TO MEET JOB SITE CONDITIONS OR REGULATIONS. MACHINE ROOM DOOR IS TO BE LOCKABLE AND IS TO MEET THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION. SLEEVES FOR OIL & ELECTRIC LINES- FROM MACHINE ROOM TO RUNWAY AS REQUIRED. POSITION PER INSTALLER'S INSTRUCTIONS. MINIMUM SCHEDULE 80 PIPING REQUIRED FOR OIL LINES.

DISCONNECT	TIME DELAY	FUSE SIZE	VOLTS	PHASE	AMPERAGE
MOTOR & EQUIP	60 AMPS	40 AMPS	240 volt	Single Phase	21 AMPS
CAB LIGHTS	15 AMPS	15 AMPS	115 V	1	

### \*ELECTRICAL

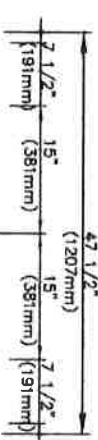
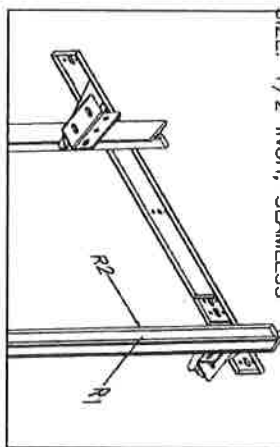
POWER SUPPLY- (SEE SPECIFICATIONS) LOCKABLE FUSED DISCONNECT WITH AUXILIARY CONTACT TO BRAKE THE BATTERY FEED, OR CIRCUIT BREAKERS WITH A 3-POLE BREAKER FOR BATTERY FEED REQUIRED, IN COMPLIANCE WITH ELECTRICAL CODE, AS FOLLOWS: (LOCATED ON WALL ON DOCK JAMB SIDE OF MACHINE ROOM DOOR) PERMANENT POWER- BEFORE INSTALLATION CAN BEGIN, PERMANENT POWER MUST BE SUPPLIED.

LIGHTING- THE ILLUMINATION SHALL BE NOT LESS THAN 200 LX (19 FC) AT THE FLOOR LEVEL IN ALL MACHINE ROOMS AND MACHINERY SPACES. INSURE AT LEAST 100 LX (10 FC) AMBIENT LIGHTING OVER LIFT AREA. LIGHTING WITH SWITCH AND ELECTRICAL GFCI OUTLET IN HOISTWAY PIT. ALL LIGHTING MUST BE SOURCED FROM THE LINE SIDE OF ANY GFCI. PHONE- NEED A PHONE LAND LINE (IF NOT VOIP) FOR THE PHONE. FOR VOIP PLEASE CONTACT SAVARIA. SMOKE DETECTORS- DETECTORS TO COMMUNICATE WITH THE ELEVATOR ARE REQUIRED BY OTHERS WHEN FIRE SERVICE IS REQUIRED ON ELEVATOR. 2019 CAMERA- NEED FIRE-RESISTANT (FRT) AND INTERNET CONNECTION FOR CAMERA SAVARIA LINK REMOTE MONITORING - NONE SELECTED

### \*ENTRANCES

FASCIA PANEL BELOW UPPER LEVEL ENTRANCE- WHERE REQUIRED, FASCIA PANEL MUST BE FASTENED TO A SOLID WALL AND BE PERPENDICULAR TO THE FLOOR AND WALLS. HOISTWAY FASCIA IS NOT SELF-SUPPORTING FOR LONG, CONTINUOUS RUNS VOID OF ENTRANCES. ADEQUATE SUPPORT FOR THE FASCIA MUST BE PROVIDED. ENTRANCE ASSEMBLIES MUST BE ADJUSTED TO ALIGN WITH PLATFORM AND INTERLOCK EQUIPMENT. OTHERS TO ALLOW AN ADEQUATE ROUGH OPENING. RETURN WALLS- RETURN WALLS AT ENTRANCES MUST BE BUILT-IN BY OTHERS AFTER ENTRANCE ASSEMBLIES ARE IN PLACE. ENTRANCE ASSEMBLY MUST BE SECURELY FASTENED TO WALLS BY ELEVATOR CONTRACTOR.

PUMP MODEL: VICKERS 4P  
MOTOR: 5.0 hp  
VALVE MODEL NO. EPV - 7  
VALVE COIL VOLTS: 24 V DC  
MAX WORKING PRESSURE: 1500 psi  
RELIEF VALVE SETTING: 15-16.5 gal/57-63 L  
RESERVOIR: MAX 25% ABOVE ACTUAL WORKING PRESSURE  
HOSE & SAFETY VALVE: no  
PIPING: HARD PIPE USING SCHEDULE TYPE 80, MEETING ASTM A106B NOMINAL SIZE: 1/2 INCH, SEAMLESS



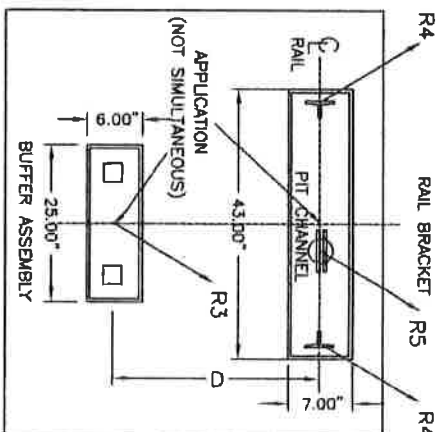
### RAIL BRACKET

PIT RE-ACTION FORCE
R3 8000 LBS
R4 3000 LBS
R5 9000 LBS

RAIL FORCES
* R1 * R2
2400 lbf 400 lbf
RAIL WEIGHT: 8.0 lbs / ft

FOR TOTAL PULL-OUT FORCE ON RAIL BRACKET, 80.2 x 2400 = 4800 lbf  
FOR LOCAL APPLICATION OF PIT LOAD, R1 MUST BE DOUBLED.

SEE PIT CHANNEL/ BUFFER SKETCH:



CAB WIDTH	DIST (O)
42"	31.625"
48"	31.625"
51"	31.625"
54"	31.625"

### FIRST DOOR BY LANDING CHART

DOOR TYPE	LANDING 1	LANDING 2
ENTRANCE SIDE	2 Speed Sliding Doors (Influr)	2 Speed Sliding Doors
DOOR LATCH	Side A	Side A
LOCK TYPE	Right Hand	Right Hand
AUTO DOOR OPENER	Not Applicable	Not Applicable
HAL CALL KEY SWITCH	NO	NO
HOISTWAY ACCESS	KEYS	KEYS
FLOOR MARKING	yes	yes
MAIN EGRESS FLOOR	1*	2

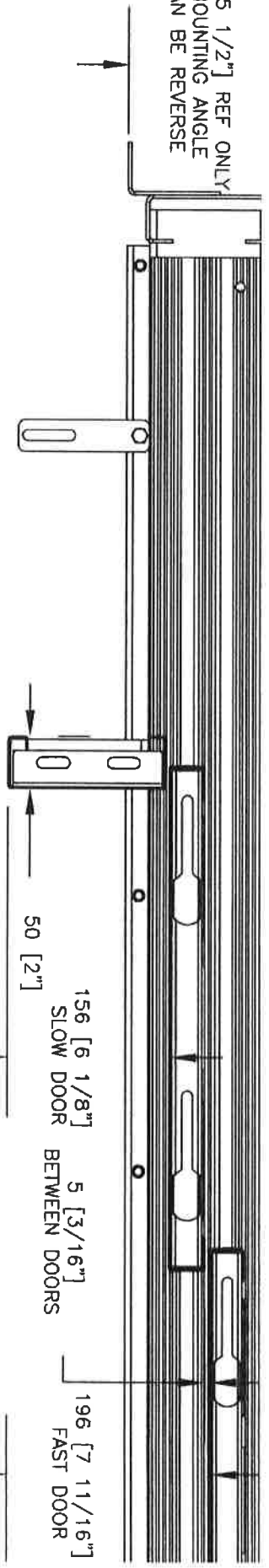
### OPTIONS

FASTENERS: By Others  
FIREMAN'S SERVICE: No  
OVERSPEED GOV./VALVE: No  
CONDUCTOR CABLE: 40' [12m] cable  
DATA ACCESS TERMINAL: Data Access Wifi Module  
DUPLINE PROGRAMMING TOOL: Programmer and Tool  
TEMP. RUN BUTTON: Temp Run Button not in  
LANDING SIGNS: No Smoke and Do Not U

Data Sheet  
LIMITED USE LIMITED APPLICATION

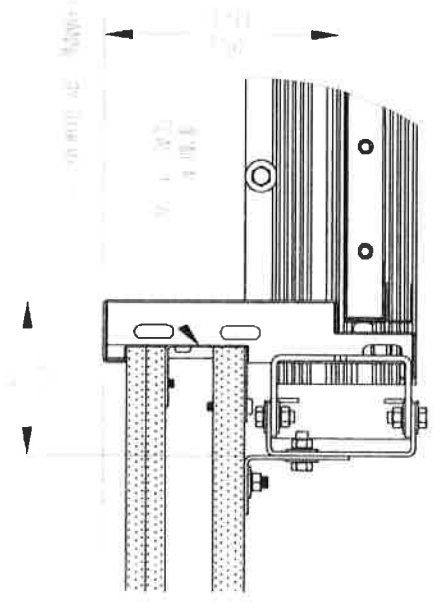
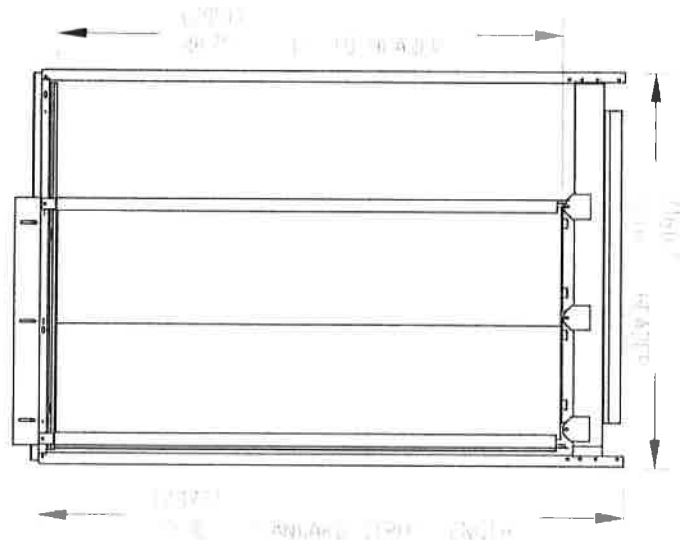
CUSTOMER: NATIONWIDE  
PROJECT: City  
ADDRESS: 22 South

139 [5 1/2"] REF ONLY  
MOUNTING ANGLE  
CAN BE REVERSE



914 [36"]  
ENTRANCE CLEAR OPENING  
1321 [52"]  
BOTH BRACKET REMOVABLE

ENTRANCE LOADS ON BUILDING  
RH = 5000 N (1125 lbf)  
RVD = 1550 N (350 lbf)  
RVU = 1000 N (225 lbf)  
PER SECTION 2.11.11.8.



RIGHT HAND SHOWN

LANDING 2 SP. DOOR ASSEMBLY  
DRYWALL CONSTRUCTION 36 X 80

CUSTOMER: NATIONWIDE 1  
PROJECT: itx  
ADDRESS: 22 South

SLING STILES  
MATERIAL = C5 X 6.7 STEEL

SUSPENSION

TYPE & QTY: \_\_\_\_\_ 1:2 Roped Hydraulics W/2 X 3/8" DIA. A\C CABLES  
WEIGHT OF ROPE: \_\_\_\_\_ .243 LBS/FT.  
TRAVEL CABLE WEIGHT: \_\_\_\_\_ .228 LBS/FT

PLANK

STEEL: \_\_\_\_\_ C5 X 13

STILES

STEEL: \_\_\_\_\_ C5 X 6.7

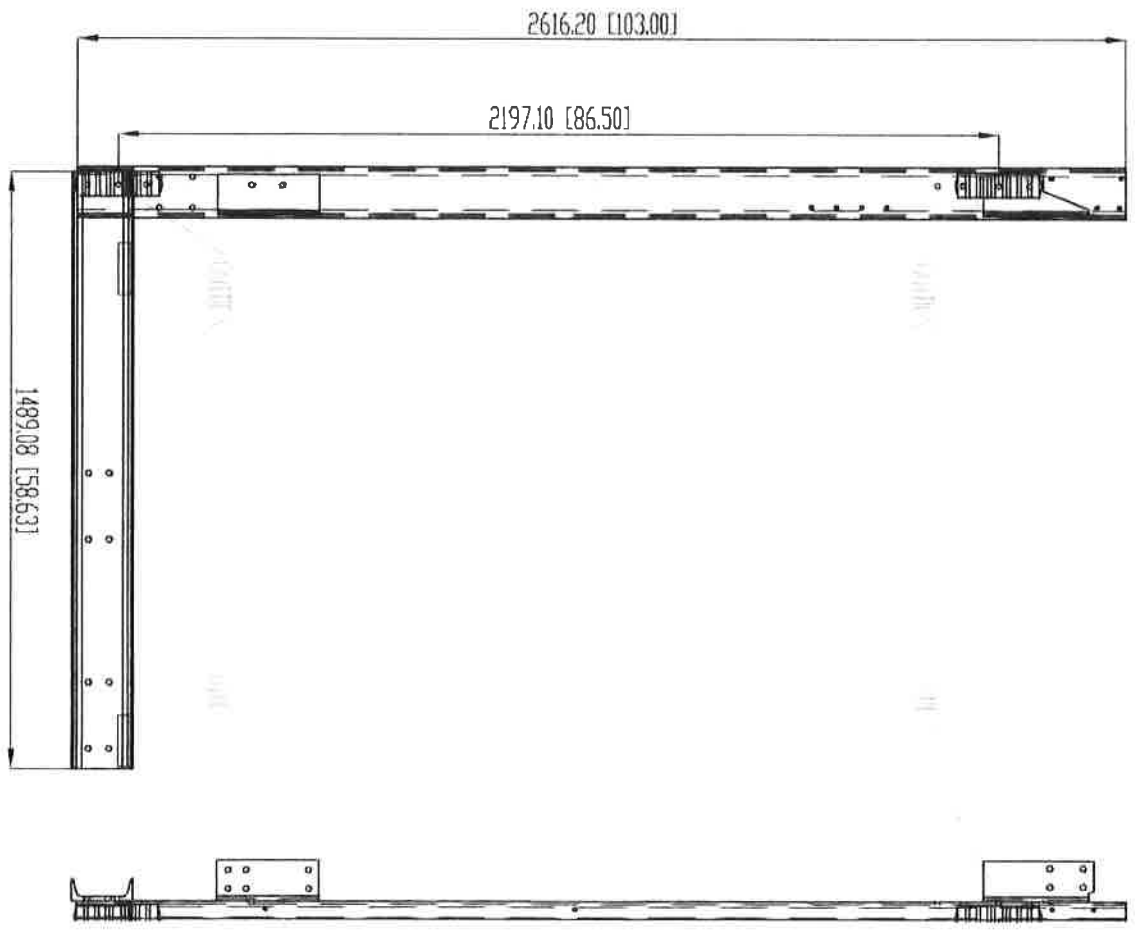
SAFETIES: \_\_\_\_\_ TYPE "A" BROKEN ROPE-MDL# M5050 by Savaria  
VERTICAL CENTER DISTANCE  
BETWEEN UPPER AND LOWER  
GUIDE SHOE: \_\_\_\_\_ 7' 2.5"

RAILS

RAIL TYPE: \_\_\_\_\_ T - RAILS - 8 LBS / FT. Elongation--22% min.  
RAIL STRESS: \_\_\_\_\_ BREAKING POINT--410-540 N/sq mm  
YIELD POINT--275 N/sq mm

GENERAL

CAB WEIGHT: \_\_\_\_\_ 1100 lbs



MISC. INFO

CUSTOMER: \_\_\_\_\_  
PROJECT: \_\_\_\_\_  
NATIONWIDE 1

ADDRESS: \_\_\_\_\_  
22 South



## SITE PREPARATION COMMITMENT FREEDOM COMMERCIAL

The customer must complete the following prior to Nationwide Lifts arrival for installation:

- ☐ Permanent 220V, single phase, 50 ampere power to a lockable fused/cartridge type disconnect switch. This disconnect switch must be 3-pole. Disconnect switch must be mounted on machine room wall.
- ☐ 20V lighting supply single phase, 15 ampere power to a lockable fused/cartridge type disconnect switch. This should be run to a junction box near the 220V disconnect.
- ☐ Provide telephone jack next to the electrical disconnect. This MUST be a dedicated phone line!
- ☐ Hoist way built as directed by drawings. Note: All measurements are finished dimensions — after drywall has been installed.
- ☐ Wall blocking/supports as directed by drawings.
- ☐ Plumb and square hoistway with smooth surfaces. Hoistway must have drywall installed.
- ☐ Landing doorways must be framed with rough openings to match drawings provided. (No dry wall, please)
- ☐ Additional sheetrock work WILL be required after the installation of the elevator has occurred.
- ☐ 14" deep pit with substantially level floor slab. If pit depth exceeds 14" notify us before production.
- ☐ 120" for existing construction or 134" for new construction minimum overhead distance from upper floor level to the underside of the roof or finished ceiling.
- ☐ GFI outlet and light with guard in the hoist way.
- ☐ Flooring and access to/from the lift must be completed to pass State Inspection.
- ☐ Manufacturer's letter stating that flooring in and around the elevator is fire retardant ASTM E 648 standards. Some inspectors ask for this.
- ☐ Letter from the Fire Department or Building department that the elevator does not have to be gurney accessible (gurney letter)
  - Site preparation that must be modified / repaired by Nationwide Lifts will be charged according to Time and Materials. The hourly rate will be \$150 /hr.
  - If the Nationwide Lifts employees cannot perform the work due to poor site preparation, and must leave the site, the customer will be charged for travel time and travel expenses. Travel rate will be \$100 /hr.
  - If the site is not prepared and the installation must be rescheduled, the new date will be subject to availability.

**Acceptance of Site Preparation Terms:** The above terms and conditions are satisfactory and are hereby accepted. The site will be prepared as outlined above.

Signature:

Date of Acceptance:

9/1/2023