AGENDA
EL SEGUNDO CITY COUNCIL
City Hall West Conference Room
350 Main Street, El Segundo, CA 90245

The City Council, with certain statutory exceptions, can only take action upon properly posted and listed agenda items.

Unless otherwise noted in the Agenda, the Public can only comment on City-related business that is within the jurisdiction of the City Council and/or items listed on the Agenda during the Public Communications portion of the Meeting. The time limit for comments is five (5) minutes per person.

Before speaking to the City Council, please come to the podium and state: Your name and residence and the organization you represent, if desired. Please respect the time limits.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk, 524-2305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
Thursday September 25, 2008 – 3:00 P.M.

City Hall-West Conference Room
350 Main Street, El Segundo, CA 90245

CALL TO ORDER

ROLL CALL

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.
PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.
Recommendation – Approval.

A. SPECIAL ORDERS OF BUSINESS -

1. COST ALLOCATION AND FEE STUDY WORKSHOP
Consideration and possible action regarding the City commissioned Cost Allocation and Fee Study for fees charged to the public for services rendered by various City Departments that was performed by Revenue Cost Specialist, LLC.
Recommendation – (1) Receive and file information related to the analysis that has been performed by staff; (2) Alternatively discuss and take other action related to this item.

B. UNFINISHED BUSINESS

C. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA
All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

2. Consideration and possible action regarding the adoption of a Resolution providing for an increase in the basic monthly salary range for the At-Will Job Classification of Director of Planning and Building Safety. (Fiscal Impact $4,700)
Recommendation – (1) Adopt the resolution establishing a new basic monthly salary range for the At-Will Job Classification of Director of Planning and Building Safety; (2) Alternatively, discuss and take other action related to this item.

3. Consideration and possible action to adopt a resolution pursuant to Public Contracts Code § 20168 finding that an emergency exists within the City and authorizing the City Manager to execute a contract in a form approved by the City Attorney with Amtech Elevator Services to repair and retrofit the rear elevator of Park Vista Apartments without the need for bidding in accordance with Public Contracts Code § 22050. (Fiscal Impact: $59,817)
Recommendation – (1) Adopting a Resolution finding that an emergency exists and waiving bidding requirements pursuant to Public Contracts Code §§ 20168 and 22050; (2) authorize the City Manager to execute a standard public works contract, in a form approved by the City Attorney, with Amtech Elevator for the repair and retrofit of the rear elevator of Park Vista Apartments; and (3) alternatively, discuss and take other action related to this item.
CLOSED SESSION

The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators.

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): - 4- matters
1. City Negotiators: Interim City Manager Jack Wayt; Human Resources Director Bob Hyland; Finance Director Deborah Cullen; Richard Kreisler. Employee Organizations: (a) Unrepresented management/confidential employees (City employees who are not members of bargaining units); (b) El Segundo Police Officers’ Association; (c) El Segundo Firefighter’s Association; and (d) El Segundo Police Management Association.

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT:

POSTED:

DATE: Sept. 23, 2008

TIME: 11:30 a.m.

NAME: [Signature]
AGENDA DESCRIPTION:
Consideration and possible action regarding the adoption of a Resolution providing for an increase in the basic monthly salary range for the At-Will Job Classification of Director of Planning and Building Safety. (Fiscal Impact $4,700)

RECOMMENDED COUNCIL ACTION:
1. Adopt the Resolution establishing a new basic monthly salary range for the At-Will Job Classification of Director of Planning and Building Safety; and
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Resolution establishing Basic Monthly Salary Range.

FISCAL IMPACT:
Amount Budgeted: $4,700
Additional Appropriation: 
Account Number(s): 

ORIGINATED BY: Bob Hyland, Director of Human Resources 
REVIEWED BY: 
APPROVED BY: Jack Wayt, City Manager 

BACKGROUND AND DISCUSSION:
As Council is aware, the current incumbent in the job classification of Director of Planning and Building Safety is retiring, effective September 25, 2008.

Staff is proposing that the Basic Monthly Salary for the At-Will Job Classification be increased by one salary range. This 2.5% salary range increase will result in Director of Planning and Building Safety being placed at the same salary level as our Director of Public Works and Director of Finance, and will enable us to recruit and retain a highly qualified individual to fill the job vacancy.
RESOLUTION NO._________

A RESOLUTION ESTABLISHING BASIC MONTHLY SALARY RANGE FOR THE AT-WILL JOB CLASSIFICATION OF DIRECTOR OF PLANNING AND BUILDING SAFETY.

BE IT RESOLVED by the Council of the City of El Segundo as follows:

Section 1: The City Council approves the following basic monthly salary range:

**Director of Planning and Building Safety - 64M**

<table>
<thead>
<tr>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
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</thead>
<tbody>
<tr>
<td>9,572.93</td>
<td>10,057.56</td>
<td>10,566.72</td>
<td>11,101.66</td>
<td>11,663.69</td>
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</table>

Section 2: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's resolutions; and make a minute of the adoption of the Resolution in the City Council's records and the minutes of this meeting.

Section 3: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 25th day of September, 2008.

______________________________
Kelly McDowell,
Mayor
I, Cindy Mortesen, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 25th day of September, 2008, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Cindy Mortesen, City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:____________________________
Karl H. Berger
Assistant City Attorney
AGENDA DESCRIPTION:

Consideration and possible action to adopt a resolution pursuant to Public Contracts Code § 20168 finding that an emergency exists within the City and authorizing the City Manager to execute a contract in a form approved by the City Attorney with Amtech Elevator Services to repair and retrofit the rear elevator of Park Vista Apartments without the need for bidding in accordance with Public Contracts Code § 22050. (Fiscal Impact: $59,817)

RECOMMENDED COUNCIL ACTION:

Consider (1) adopting a Resolution finding that an emergency exists and waiving bidding requirements pursuant to Public Contracts Code §§ 20168 and 22050; (2) authorize the City Manager to execute a standard public works contract, in a form approved by the City Attorney, with Amtech Elevator for the repair and retrofit of the rear elevator of Park Vista Apartments; and (3) alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

- Draft Resolution
- Proposal from Amtech Elevator Services
- Proposal from ThyssenKrupp Elevator Corporation
- Service history record of elevator provided by ThyssenKrupp

FISCAL IMPACT: Included in Adopted Budget

- Amount Budgeted: $59,817
- Additional Appropriation: N/A
- Account Number(s): 001-400-2601-6504

ORIGINATED BY: Dana Greenwood, Director of Public Works

REVIEWED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

On May 1, 1984, the City Council approved construction of a ninety-seven (97) unit project generally known as the Park Vista Apartments ("Park Vista") with projected costs of approximately $4 million. This cost was paid for with money approved for a Senior Citizen housing project by voters on November 8, 1983. Park Vista was open to residents on or about July 19, 1987.

Two elevators were installed in Park Vista to service the upper floors of the facility. They are generally referred to as the "front" and "rear" elevators. Only the rear elevator can access the fifth floor of Park Vista. This elevator became inoperable on September 10, 2008. ThyssenKrupp, which provides elevator maintenance to the apartments, cannot restore service for the rear elevator.
Park Vista is a senior citizen housing project and provides a home for a number of the City’s senior citizens including, without limitation, those who have some disability. Without the rear elevator, persons can only access the fifth floor by first using the front elevator to travel to the fourth floor and then walking up stairs.

Both the front and rear elevator are over 20 years old. Should the front elevator become inoperable (a strong likelihood based upon its age and repair history) at the same time as the rear elevator is nonfunctionable, the upper floors of Park Vista would be rendered inaccessible by many of its residents and guests.

The City currently uses Amtech Elevator Services to maintain the elevators at the Police Department, Library, and Joslyn Center. Staff is satisfied with its services. Since ThyssenKrupp was unsuccessful in repairing the elevator, staff requested that Amtech troubleshoot the problems on a time and material basis. However, Amtech’s temporary efforts cannot solve the issue.

Based upon the age and repair history of the existing system it is recommended that the elevator be modernized with new control equipment. The City received the following two proposals:

- Amtech Elevator Services $59,817
- ThyssenKrupp Elevator Corporation $71,134

Both companies estimate a lead time of eight weeks for parts and two weeks of construction to complete the conversion.

Ordinarily, the Public Contracts Code ("PCC") requires formal bidding for all public works projects. PCC §20168, however, allows the City Council to adopt a resolution by four-fifths vote “declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property.” Pursuant to this section and PCC §22050, the City Council may by-pass bidding requirements ordinarily required under the PCC. An “emergency” is defined as “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.”

Here, there is an imminent danger to public health and safety for several reasons including, without limitation: (1) federal and state regulations including, without limitation, the Americans with Disabilities Act require that Park Vista be readily accessible to all persons; (2) Park Vista is a senior housing project which is home to many of the City’s senior citizens who are unable to use stairways; (3) the age of both the front and rear elevators, combined with their repair histories, demonstrate that they could fail unexpectedly even after being properly maintained; and (4) the failure of these elevators would pose an imminent danger to occupants of those elevators.

Adopting the proposed resolution will allow the swift repair of the rear elevator and provide a long-term solution to the issue.
RESOLUTION NO.

A RESOLUTION ADOPTED PURSUANT TO PUBLIC
CONTRACTS CODE § 20168 FINDING THAT AN
EMERGENCY EXISTS WITHIN THE CITY AND
AUTHORIZING CONTRACTING WITHOUT THE NEED FOR
BIDDING PURSUANT TO § 22050.

The City Council does resolve as follows:

SECTION 1: The City Council finds and declares as follows:

A. Pursuant to Public Contracts Code ("PCC") § 20168, the City Council may,
upon a four-fifths vote, declare that public interest and necessity demand
the immediate expenditure of public money to safeguard life, health, or
property because of an emergency.

B. In accordance with PCC §§ 20168 and 22050, the City Council may repair
or replace a public facility, take any directly related and immediate action
required by that emergency, and procure the necessary equipment,
services, and supplies for those purposes, without giving notice for bids to
let contracts.

C. Park Vista Apartments is a public facility owned by the City and
maintained by the El Segundo Senior Citizens Housing Development
Corporation.

D. Park Vista Apartments is home to many of the City’s senior citizens.
Some of these residents have disabilities which prevent them from using
stairways to access Park Vista’s upper floors.

E. Park Vista’s two elevators are more than 20 years old. Only one of the
elevators is capable of reaching Park Vista’s fifth floor. That elevator, the
“rear” elevator, became inoperable September 10, 2008.

F. Without the rear elevator, residents and guests cannot easily access Park
Vista’s fifth floor. And, for those persons with disabilities, the fifth floor is
completely inaccessible.

G. Based upon the entirety of the evidence including, without limitation, the
written and verbal staff report, the failure of the rear elevator (and the
likelihood of the “front” elevator failing) constitutes an imminent danger to
public health and safety. This threat requires immediate action to prevent
or mitigate the loss or impairment of essential public services.

H. Under such emergency conditions, the City Council finds that the delay
resulting from public bidding would imperil essential public services.
SECTION 2: In light of the emergency described above, the City Council directs the City Manager, or designee, to take all steps necessary to protect public health, safety and welfare including, without limitation, awarding contracts in accordance with PCC § 22050.

SECTION 3: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

SECTION 4: The City Council will review this emergency action at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter until the work described above is completed. The Council must determine by a four-fifths vote that there is a need to continue the work at each meeting.

PASSED AND ADOPTED this ___ day of _____________, 2008.

_________________________________________
Kelly McDowell, Mayor

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: _______________________________________
Karl H. Berger, Assistant City Attorney
I, Cindy Mortesen, City Clerk of the City of El Segundo, California, DO HEREBY CERTIFY that the whole number of members of the City Council of the said City is five; that the foregoing resolution, being RESOLUTION NO. _____ was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held on the _____ day of ______________, 2008, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this _____ day of ____________, 2008.

Cindy Mortesen, City Clerk
Of the City of El Segundo,
California
(SEAL)
Good Afternoon Martin,

Attached you will find the Modernization Proposal for the elevator located at the above referenced property.

Please feel free to give me a call with any questions that you may have at (562) 658-6000, or if you prefer, you can e-mail me at judith.brown@amtech-elevator.com.

To authorize the completion of the proposed work, please fax the signed proposal or a Purchase Order to my attention at (562) 658-6060 for processing.

Best regards,

Judy Brown
Account Executive
Amtech Elevator Services
Office: (562) 658-6000
Fax: (562) 658-6060
DATE: September 22, 2008

TO: City of El Segundo
    Facility Maintenance
    150 Illinois Street
    El Segundo, CA 90245

FROM: Amtech Elevator Services
      9808 Firestone Blvd
      Downey, CA 90241

ATTENTION: Mr. Martin Whithead
Phone: (310) 524-2713
Fax: (310) 414-0911

PROJECT LOCATION:
Park Vista Apartments
615 East Holly Ave.
El Segundo, CA 90245

MACHINE NUMBER(S): 86616

PROPOSAL NUMBER: XZB1303

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

Elevator Modernization – One (1) Simplex Hydraulic Elevator

NOTE: All work will be compliant with new CA Group IV Elevator Code requirements.

Replace the worn and problematic elevator equipment as described below to:

✓ Ensure maximum reliability of the elevator equipment
✓ Minimize elevator shutdowns
✓ Ensure the safety of the building tenants, patients, visitors and staff
✓ Reduce risk of injury to passengers
✓ Reduce liability exposure associated with elevator-related incidents
✓ Increase resident satisfaction

<table>
<thead>
<tr>
<th>System Component</th>
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<tbody>
<tr>
<td>Controller</td>
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</table>

"Rescuator" Battery Back-up Device
We propose to furnish and install a "Rescuator," providing auxiliary power to your hydraulic elevator. In the event of a primary power failure or a single-phase condition, the "Rescuator" is designed to automatically return the elevator to its lowest landing at normal speed and allow all passengers to exit.

When the car reaches the lowest landing, the "Rescuator" is designed to open the door(s) for a preset time. The device is also designed to allow the DOOR OPEN button to continue to operate normally to allow passengers to exit. After all passengers have exited, the car remains parked with the door(s) closed. To preserve battery life, the "Rescuator" is designed to turn off after four minutes.

If all elevator controls are in normal position, the elevator will be able to resume normal operation when building power is restored. Once main power has returned, it takes from six to 24 hours for the batteries to become fully charged depending on the amount of power consumed in performing an ERU operation.

PLEASE NOTE: WORK BY OTHERS
Others are to provide an auxiliary contact on the main-line disconnect switch and run two #18 wires from this auxiliary contact to the elevator controller such that when the main line disconnect switch is in the ON position, the auxiliary contact is closed and opens mechanically when the main line disconnect switch is placed in the OFF position.

Recommended Treatment (provide new or retain existing):

<table>
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<tr>
<th>Controller</th>
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"Rescuator" Battery Back-up Device
New
Included
<table>
<thead>
<tr>
<th>Solid state starter</th>
<th>New</th>
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</thead>
<tbody>
<tr>
<td>Traveling Cables, wiring</td>
<td>New</td>
</tr>
<tr>
<td>Fan</td>
<td>Retain</td>
</tr>
</tbody>
</table>

**Car Operating Panel (COP):**

The new COP will have a #4 brushed stainless steel finish, and will integrate ADA-compliant features, including lighted mechanical pushbuttons, raised 1/8", Braille tags with contrasting backgrounds and threaded studs, ADA approved speaker phone, Phase II Fireman's Service and jewel, emergency light unit, digital position indicator with a segmented display, passing chime, engraved signage and all other features as existing. The existing in-car position indicator will be removed, and a metal plate installed to cover the hole left by the removed indicator.

**Intercom (as required by new Group IV State Elevator Code)**

Amtech will install the new intercom to comply with Group IV Code at a location to be determined. *Wiring from machine room to intercom to be completed by others.*

**In-car Emergency Telephone**

The new emergency phone will be an ADA-approved speaker phone, integral to new COP. If a working phone line does not already exist, such a line must be provided by others.

**Emergency Car Lighting**

Integral to the new COP. The new COP will feature a lighting/alarm bell system with power supply in the elevator car to provide car light and power for the alarm bell in the event of a power supply failure. The emergency light will appear behind a translucent lens such that it will illuminate the car operating panel area when activated. The alarm bell will be installed on either the car top or the underside of the platform.

**Car Traveling Lantern**

The new traveling lantern will provide direction indication through standard style lenses, and will feature a double-sounding gong, per ADA code. To meet elevator code requirements, the lanterns will be installed in the cab jamb. The cover plate shall be brushed stainless steel #4 finish. NOTE: Patching of any finished wall surface is not included in this proposal.

**Hall Stations (1 riser):**

New hall stations, of brushed stainless steel #4 finish, will be installed at each landing (one per floor). They will be installed at the appropriate height to be compliant with Title 24 and ADA requirements. NOTE: Coring of concrete or stone and/or the patching of any finished wall are not included in this proposal.

**Car Door Operating Equipment:**

The new GAL door operator package includes:

- MOVFR single speed master power operator
- Single speed car door hanger with 3-1/4" non-metallic rollers
- ANSI zone lock car door clutch
- Single speed hatch door hanger with 3-1/4" non-metallic rollers (one per opening)
- Auxiliary spring door closer (one per opening)

**Type MO hatch door interlock (one per opening)**

**Hoistway Door Operating Equipment**

**Hoistway Doors**

**Electronic Door Detector:**

The state-of-the-art electronic door protection system is made up of many infrared beams, strategically placed at intervals along the full length of the leading edge of the car doors. If a passenger or object moves through the doorway after the doors have begun to close, they will automatically re-open, and will remain so until the
doorway is clear. The new door protection system includes circuitry for reduced kinetic energy closing, as required by code.

<table>
<thead>
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<th>Item</th>
<th>Status</th>
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<tbody>
<tr>
<td>Sight Guards</td>
<td>Remain</td>
</tr>
<tr>
<td>Astragals/Gibs</td>
<td>New</td>
</tr>
<tr>
<td>Machine room cleaning</td>
<td>Included</td>
</tr>
<tr>
<td>Access switches</td>
<td>New</td>
</tr>
</tbody>
</table>

**ALTERNATE:**

As the existing car is currently inoperable, a car top inspection was not able to be performed. Per State of CA Group IV Code requirement, a car top safety handrail is required "if clearance between the car top and the hoistway wall exceeds 12" on any side." Should this condition be identified when the car top is able to be surveyed, Amtech will present a separate proposal for the installation of the required car top handrail. The cost of this work will be approximately $5,344.00 (Five thousand three hundred forty-four and 00/100 dollars).

**NOTES:**

All prices are based on a thirty percent (30%) down payment and are valid for thirty (30) days.

Completion times required for the modernization scope described above is approximately two and one half (2-1/2) weeks.

All cutting and patching is to be completed by others.

This project's scope and pricing assumes the existence of a working telephone line in the elevator.

This project may involve work by others. Such work has not been included in the scope of work described above, nor in the pricing of this project.

All work is to be completed during the regular working hours of the elevator trade.

One full day of required inspections and all permitting relating to this project have been included in the price shown below.

---

**NOTE:** Following receipt of your authorization to complete this work, materials will be ordered and labor scheduled upon receipt of the down payment amount identified below. Please forward the down payment for this project to:

Judy Brown  
Amtech Elevator Services  
9808 Firestone Blvd.  
Downey, CA 90241

**IT IS IMPORTANT TO REFERENCE “REPAIR ORDER DOWNPAYMENT” AND THE PROPOSAL NUMBER SHOWN ABOVE ON YOUR CHECK. FAILURE TO DO SO MAY DELAY THE COMPLETION OF THE PROPOSED REPAIR.**

**IF PAYING BY CREDIT CARD, PLEASE COMPLETE THE FOLLOWING:**

Type of card (VISA, Master Card, etc.)

Name on card

Card Number Expiration Date

PLEASE FAX A SIGNED COPY OF THIS PROPOSAL TO (562) 658-6060 TO AUTHORIZE THE COMPLETION OF THIS WORK.
PRICE: $59,817.00
Fifty nine thousand eight hundred seventeen and 00/100 Dollars

This price is based on a thirty percent (30%) down payment in the amount of $17,945.

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by Judy Brown (562) 658-6000

Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

Date: ________________________________
Signed: X _______________________________
Print Name: _______________________________
Title: _______________________________
Name of Company: _______________________________

☐ Principal, Owner or
   Authorized Representative of Principal or Owner

☐ Agent ________________________________________
   (Name of Principal or Owner)

Ametech Elevator Services
Approved by Authorized Representative

Date: ________________________________
Signed: ________________________________
Print Name: Tom McKittrick
Title: Branch Manager
TERMS AND CONDITIONS

1. This question is subject to change or withdrawal by us prior to acceptance by you.

2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay us any future applicable cost imposed upon us, our suppliers or you in connection with the performance of the work described.

3. Payments shall be made as follows: A down payment of thirty percent (30%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion. If the work is not completed within the thirty day period, monthly progress payments shall be made in the aggregate of the balance of the stated price ready or delivered, until fully paid. The sale shall be paid when the work is completed. We reserve the right to discuss our work at any time until payments shall have been made as agreed and we have no guarantee satisfactory to us that subsequent payments shall be made when due. Payments not received within thirty (30) days of the date of invoice shall be interest paid at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall be entitled to reimbursement from you of all expenses, including attorney’s fees, incurred in collecting any overdue payments.

4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or otherwise hazardous material to any elevator between, machinery room, hallway or other place in the building where Amtech personnel are or may be required to perform their work. We shall be entitled to delay its work until its is determined to our satisfaction that we cannot be responsible for such material, and shall not be responsible for any loss or damage caused by such materials.

5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge thereon, at our usual rates for such work, shall be added to the contract price. The performance of our equipment hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should you be required to make any unscheduled return to your site to begin or complete the work due to your request, new or changes, then such return visits shall be subject to additional charges at our then current rates.

6. This to any material to be furnished hereunder shall be paid to us when final payment for such material is received. In addition, we shall return a security interest in all materials furnished hereunder and not required for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other documents reasonably requested by us for this purpose.

7. Excess or scrap of our equipment may be owned by an Amtech maintenance or service center. We agree that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

8. Neither you nor we shall be liable to the other party hereunder for any loss, damage or delay due to any cause beyond your or our reasonable control, including, but not limited to, acts of government, sulfur, hoards, fire, explosion, theft, riot, war or any cause of civil commotion, war, malicious mischief, or act of God provided, however, that should loss of or damage to our material or work occur at your site, you shall compensate us for damage or loss resulting from our acts or omissions.

9. WARRANTY: We warrant that all materials furnished shall be in workmanship and materials. Our sole responsibility under this warranty shall be to correct any defective service and/or equipment. We will replace or repair any components or parts that serve to the end of repair or replacement due to vandalism, abuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control.

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

10. Under no circumstances shall we be liable for any special, indirect or consequential damages of any kind including, but not limited to, loss of profit, loss of good will, loss of business opportunity, additional financing cost, loss of use of any equipment or property, whether in contract, tort, in warranty or otherwise, shall not exceed the price of the equipment or services rendered.

11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of our services unless such harm or injury arises from our sole negligence.

12. It is agreed that after completion of any equipment being furnished hereunder is permanently impaired. The intervals between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you hereby grant to us a license to use such software solely for operating the equipment for which such software was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a unit of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transfer agreement is written to abide by the above terms thereof.

13. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other documents, and supersedes any prior written or oral communications relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
Agreement for Elevator Modernization.

Submitted to:  Cadman Group  
214 Main Street, Suite 361  
El Segundo, CA 90245

(Hereinafter Purchaser)

By:  ThyssenKrupp Elevator  
6087 Triangle Drive  
Los Angeles, CA 90040  
(323) 278-9888  fax(323)278-9899

ThyssenKrupp Elevator is pleased to provide the following quotation for elevator modernization at:

Park Vista Apartments (5-Stop, Rear Elevator)  
615 East Holly Avenue  
El Segundo, CA 90245

Date:  September 11, 2008

ThyssenKrupp Elevator
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PART 1 - GENERAL.

1.01 This proposal covers the complete modernization of one (1) elevator(s) located at 615 East Holly Avenue, El Segundo. All work will be performed in a workmanlike manner and will include all work and material as specified herein. In all cases where a device or part of equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.

1.02 All work will be performed in accordance with the most applicable edition of the National Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ASME A17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act (ADA), the National Electrical Code, and/or such State and Local elevator codes as may be applicable.

1.03 Drawings, ThyssenKrupp Elevator will prepare drawings and/or cut sheets at company's sole discretion, showing the general arrangement of the elevator equipment.

1.04 Permits, taxes and licenses, All applicable sales and use taxes, permit fees and licenses, as of the date bids are taken, will be paid by ThyssenKrupp Elevator.

1.05 Maintenance service, ThyssenKrupp Elevator will furnish a separate maintenance contract to be executed by Owner/Manager.

1.06 Wiring diagrams, Two (2) complete sets of "made final" wiring diagrams including input and output signals will be furnished to the Purchaser.

1.07 Keys, Two (2) keys for each key switch specified will be furnished to the Purchaser.

PART 2 - EQUIPMENT AND SUMMARY OF WORK.

| QUANTITY: | One (1), Elevator #086616 | POWER SUPPLY: | N/A |
| CAPACITY: | 2,500 | LOGIC CONTROL: | New |
| SPEED: | 150fpm | CAR ENCLOSURE: | Retain |
| STOP: | Five (5) | SIGNAL FIXTURES: | New |
| OPENINGS: | 5 In-Line | DOORS: | Retain |
| CAR SIZE: PLATFORM: | Retain | ENTRANCES: | Retain |
| CLEAR INSIDE: | Retain | DOOR OPERATION: | New |
| TRAVEL: | Retain | JACK: | Retain |
| POWER UNIT: | Retain | WIRING: | New |

PART 3 - MODERNIZATION EQUIPMENT FEATURES.

3.01 CONTROLLER (New)

Replace the existing relay logic controller with a new microprocessor controller that will provide improved performance and reliability. Control features include the following:

- Solid state hoistway leveling system
- Solid state motor starting switch

020
3.02 SIGNAL FIXTURES (New)

Replace the existing car and hall signal fixtures with new ADA-compliant fixtures. Fixture replacement includes the following:

- Car operating panel with raised and illuminated (LED) operational buttons raised 1/8", tactile Braille tags with contrasting backgrounds, Phase II fireman's service operation with engraved instructions, emergency light and alarm bell unit, certificate frame, and associated operational keyswitches. Install for fixture to meet ADA requirements and shall accommodate for an applied application.
- Emergency communication system integrated in car operating panel.
- (Customer to provide a dedicated telephone line to be used by the elevator emergency phone in the cab. This line must be brought into the elevator machine room in rigid conduit and terminated on or near the new elevator controller cabinet where it will be interfaced with the controller wiring to operate with the new elevator phone.)
- Digital car position indicator with electronic floor passing chime integrated in car operating panel.
- In-car arrival lantern with electronic arrival chime.
- Hall push button stations with raised and illuminated (LED) buttons. Terminal floors will incorporate new hoistway access keyswitches. Main lobby floor will include Phase I fireman's service operation with engraved instructions.
- Tactile hoistway braille tags mounted to the hoistway jambs at each floor, two (2) per opening. Plates shall be 4" square with 2" raised characters and raised Braille symbols. Installed at 60" to meet ADA requirements.

3.03 DOOR EQUIPMENT (New)

Replace the existing door operating equipment with a new closed-loop door operator package including the following:

- Master side slide car door operator
- Car door hangers, rollers, track, and associated linkage
- Car door clutch with zone lock
- Hall door hangers, rollers, track, and associated linkage
- Hall door interlocks
- Hall door pickup roller assemblies compatible with zone lock
- Hall door closers
- Infrared door protection system. This electronic edge senses the presence of an obstruction in the door opening with a screen of infrared beams strategically placed at intervals along the leading edge of the car doors. If obstructions are detected in this area, the doors will reopen and while the obstruction remains, the doors remain open. This new electronic door edge will reduce the chance of a closing elevator door injuring passengers. This is accomplished without having to touch a mechanical re-opening device.

3.04 HYDRAULIC POWER UNIT (Retain)
3.05 WIRING

Replace all existing cab, hoistway, and machine room wiring with new code compliant wiring including the following:

- New traveling cable from elevator cab to machine room (car operating panel, door operator, leveling system, car top inspection unit, cartop 110VAC, etc.)
- New multicable wiring from hoistway to machine room (hall buttons, hall lanterns, hall position indicators, hoistway limits, etc.)
- New fire rated wiring from hoistway to machine room (hall door interlocks, etc.)

PART 4 - INSTALLATION SEQUENCE AND SCHEDULE.

4.01 All work will be performed during regular working hours of regular working days as is customary in the elevator industry.

4.02 The elevator will be out of service in the performance of the work as specified.

4.03 Prior to commencing work, a work schedule will be submitted to the Purchaser.

PART 5 - TESTS.

5.01 Emergency fire service. Perform Phase I and Phase II Fire Service tests to conform to applicable codes.

5.02 Test reports. Completed copies of test reports will be provided to the Purchaser.

5.03 All required tests are to be performed during the regular working hours of the elevator trade. Should the Purchaser require these test to be performed outside the regular working hours, there will be an added cost to the quoted contract amount.

PART 6 - CLEAN UP AND PURCHASER INSPECTION.

6.01 Clean up. ThyssenKrupp Elevator will remove all debris resulting from work on this contract. In addition, we will remove from the project site all equipment and unused or removed materials and restore building and premises to a neat, clean appearance.

6.02 Inspection. All materials and workmanship will be subject to inspection or testing. The Purchaser will have the right to reject defective or inferior material or workmanship installed under this contract and may require the correction of such without additional cost to the Purchaser.

PART 7 - WORK NOT INCLUDED.

The following work is not included unless specifically addressed in this proposal, and is conditional upon the proper performance of such work by the General Contractor, Owner, Owner's Representative, or other Subcontractors.

A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, as required. Removal of water in pit(s). Legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50°F minimum (90°F maximum). Adequate supports and foundations to carry the loads of all equipment, including supports for guide rail brackets and machine beams or overhead sheaves (if furnished). If adjacent hoistways are utilized, divider beams at suitable points shall be provided for guide rail bracket support. Should additional weight need to be added to the counterweight to balance the cabs, there would be an additional charge added to the contract amount.

Cutting and patching of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Pockets or blockouts for signal fixtures.

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Suitable power supply capable of operating the new elevator equipment under all conditions. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent
supply. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self-resetting. Wiring and conduit from life safety panel or any other monitor station to elevator machine room or suitable connection point in hoistway.

Heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways (where applicable), with normally open dry contacts terminating at a properly marked terminal in the elevator controller. A code compliant Life Safety Communication system or suitable dedicated telephone connection to each elevator controller (must be a dedicated line and monitored 24 hours). Instrument in cab by others.

Emergency power supply with a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions. Automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller. Electrical cross connections between elevator machine rooms for emergency power purposes are to be provided by others. Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes, is not the responsibility of the elevator contractor. Flooring and/or installation of flooring by others.

Purchaser is to provide a bonded N.E.C. compliant service ground wire, properly sized, from the elevator controller(s) to the primary building ground. Remote wiring to outside alarm bell as requested by the National Safety Code for Elevators and Escalators (ASME A17.1) (where applicable). Cost for additional inspections of the elevator equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor, or for assisting others inspecting equipment installed by others.

Purchaser agrees to provide a dry and secure area for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the purchaser after its initial delivery will be at purchaser's expense. All existing equipment removed by ThyssenKrupp shall become the exclusive property of ThyssenKrupp.

It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site, Purchaser will monitor our work place. Prior to and during our manning of the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp employees or those of our subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Removal and disposal of asbestos containing material is the responsibility of the Purchaser.

**PART 8 - SPECIAL CONDITIONS.**

Performance of this contract is contingent upon Purchaser furnishing ThyssenKrupp with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

ThyssenKrupp shall not be responsible in any way for the acts of others or for pro-rata expenses of any nature incurred by others in or about the building.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished to Purchaser upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

Should loss of or damage to our materials, tools or work occur at the job site, Purchaser shall compensate ThyssenKrupp, unless such loss or damage results from our own acts or omissions.

If any drawings, illustrations or descriptive matter is furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.
In the event the Purchaser defaults on any payment, or on any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney’s fees. The Purchaser does hereby waive trial by jury and does further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Los Angeles, California.

PART 9 - TERMS AND CONDITIONS.

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the Safety Code for Elevators, Escalators, and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable, as well as Company’s Work-Not-Included form. Subsequent to the date of this proposal, should changes be made in any code, or should rulings by any code enforcing authorities extend the application of the code, the work and materials necessary to make the installation comply with such changes shall be performed as an addition to the contract price.

Permits, taxes and licenses. All applicable sales and use taxes, permit fees and licenses imposed upon us as an Elevator Contractor as of the date of this proposal are included in the contract price. The Purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from the Purchaser or the Company on account thereof, by any law enacted after the date of this proposal.

Acceptance of installation. Upon notice from us that the installation of the elevator has been completed, the Purchaser will arrange to have present at the installation site, a person duly authorized to make the final inspection and to provide a written acceptance. The date and time that such person will be present at the site shall be as mutually agreed, but shall not be more than ten business days after the date of our notice to you, unless we both agree to a certain date thereafter. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

Warranty. We warrant the equipment installed by us under this contract against defects in material and workmanship for a period of one year from the date each elevator is completed and placed in operation. This warranty is in lieu of any other liability for defects. We make no warranty of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in the contract, nor will we correct, without a charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond our control. In the event of a claim, you must give us prompt written notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for cost of work done by others, nor shall we be responsible for the performance of equipment to which any revisions or alterations have been made by others.

If there is more than one (1) unit in this contract, this section shall apply separately to each unit as completed and placed in operation.

Title and ownership. We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extensions thereof, shall have been made in the event of any default by you in any payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financial or continuation statements which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Agreement for Elevator Modernization.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance satisfactory to us that the subsequent payments will be made as they come due. Any payments not paid when due shall bear interest at legal rate in force at the place of the project.

If after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by us, based on the contract price, of the uncompleted portion.

ThyssenKrupp Elevator shall not be liable for any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control, and in no event shall ThyssenKrupp Elevator be liable for any damages, nor any consequential, special or contingent damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against us or our employees of any nature whatsoever, including but not limited to loss, damage, injury or death that are alleged to have arisen from or alleged to be in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment, specifically including claims or losses alleged or proved to have arisen from the negligence of ThyssenKrupp Elevator or our employees, except that your duty to indemnify does not apply to claims or losses determined to be caused or resulting from the sole negligence of ThyssenKrupp Elevator or our employees.

You expressly agree to name ThyssenKrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph, and for claims or losses arising from the sole negligence of ThyssenKrupp Elevator or our employees. You hereby waive the right of subrogation.

Purchaser’s acceptance of this agreement will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in, or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict.
PART 10 - PRICES AND TERMS OF PAYMENT.

We propose to furnish and install the equipment covered in this proposal for the net sum of Seventy One Thousand One Hundred Thirty Four Dollars and No/100ths ($71,134.00).

Payment terms:
Downpayment of 50% ($35,567.00) is due upon receipt of signed contract.
Remaining 50% ($35,567.00) of contract value will be billed upon completion.

Progress payments shall be due not later than the fifteenth day of each month for labor and materials furnished through the last day of the preceding month. This shall include materials stored at the job site, at our staging facility, or at any other location you designate at your expense. It shall also include any changes to the contract amount and extra work orders to the extent completed.

The remainder of the contract amount including changes and extra work orders is due at time of completion and approval by local authorities, but prior to turnover for your use. If there is more than one unit in this contract, final payment shall be made separately as each unit is completed.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance, satisfactory to us, that the subsequent payments will be made as they become due. A monthly service charge of 1½% will be due on all amounts not paid within 30 days.

ACCEPTANCE OF PROPOSAL: This proposal is submitted for acceptance within 30 days from date executed by us.

This proposal, when accepted by the Purchaser, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded. No changes in or addition to this contract will be recognized unless made in writing and properly executed by both parties.

Accepted:

PARK VISTA APARTMENTS

By: ____________________________
   (Signature of Authorized Individual)

   ____________________________
   (Printed or Typed Name)

Title: ____________________________
Date: ____________________________

ThyssenKrupp Elevator Corporation
6087 Triangle Drive
Los Angeles, CA 90040
(323)278-9888  fax(323)278-9899

By: ____________________________
   (Signature of ThyssenKrupp Representative)

Rom Lumbao
9 / 11 / 08

Date: ____________________________

Approved by: ____________________________

Title: Branch Manager  Date: ____________________________
ThyssenKrupp Elevator

Repair Order.

Date: September 11, 2008
Attention: Neal Cadman - President
Building: Park Vista Apartments
Cadman Group
Address: 214 Main Street, Suite 361
City: El Segundo, CA 90245
Telephone: (310)606-5894 fax(310)606-5899

Purchaser authorizes ThyssenKrupp Elevator to perform the following described work on the subject elevator(s) in the above building:

Single-bottom cylinder replacement

ON ONE (1) PASSENGER HYDRAULIC PASSENGER ELEVATOR:

ThyssenKrupp Elevator proposes to furnish the necessary labor and materials to replace the existing cylinder with an ASME A17.1 - 2000 Code compliant cylinder with a sealed cylinder protection liner.

SCOPE OF WORK:

✓ Erect safety/sight barricades, lay protective floor covering around work areas.
✓ Suspend and secure (two methods) the elevator in the uppermost portion of hoistway.
✓ The hydraulic plunger shall be disconnected, and removed from the cylinder.
✓ Remove the oil line, shutoff valve, pit channels and buffers from pit area.
✓ Hydraulic fluid shall be removed from the cylinder and stored in approved containers.
✓ Remove existing cylinder from the ground and dispose of properly.
✓ Remove hazardous debris from inside of present well casing and store in approved containers (See Special conditions).
✓ Install protective PVC (polyvinyl chloride) casing that includes a means of monitoring for corrosive moisture.
✓ Apply protective coating to new cylinder to aid in protection against corrosion.
✓ Thread and weld cylinder sections together.
✓ Backfill area between new PVC and hydraulic cylinder to stabilize jack assembly.
✓ Replace concrete pit floor with appropriate insulation material.
✓ Install new hydraulic plunger into new jack assembly and plumb cylinder unit within 1/8" tolerance.
✓ Install hydraulic piping, shutoff valve, pit channels and buffers.
✓ Attach hydraulic plunger to the platen plate on underside of elevator and properly align.
✓ Install new jack seal and gasket.
✓ Provide new hydraulic fluid to the elevator hydraulic system and test for normal operation.
✓ Readjust valve, if required, to achieve proper operation.
✓ Install a gate valve between cylinder and pumping plant, and a rupture safety valve between the cylinder head and pit valve.
✓ Perform Full Load Safety Test and report findings with the City or State.
✓ Perform inspection with governing authority.
✓ Disassemble and remove materials, tools and supplies and provide general clean-up.
✓ Return elevator to service.

Special conditions:

1) ThyssenKrupp Elevator has been contracted to re-drill the elevator hole(s) based on drilling the hole under typical conditions with standard equipment, encountering soil free from rock, boulders, building construction members, sand, water, quicksand, underground caves or any other obstruction or unusual condition. If such an obstruction or unusual condition is encountered, the price shall be increased by the amount of the additional labor at ThyssenKrupp Elevator's usual billing rates, and the cost of any additional material or equipment. Removal of spoils from the job site is the responsibility of others, not ThyssenKrupp Elevator, and is not included in our price. Any drums needed will be the responsibility of the purchaser. Our price includes sixteen (16) hours of removal of the existing cylinder. Should we encounter any problems, the Owner will be billed at $452.00 per hour plus any and all equipment and materials used to remove the cylinder. Our price includes twenty four (24) hours for re-drilling the new jack hole. Should unforeseen conditions require additional labor and materials, Owner will be billed at $575.00 per hour plus materials.

Purchaser's Initials: ________
2) Purchaser agrees to provide a safe, accessible storage area for placement of D.O.T. 55 Gallon containers for the purpose of spills containment. Any spills or water testing by others or delays due to such testing are not included in this proposal. The hiring of a disposal company is the responsibility of Purchaser, and MUST be discussed prior to any material being ordered or work being scheduled. ThyssenKrupp assumes no responsibility and/or liability in any way whatsoever for spills or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

3) For the purpose of providing this estimate, we assume no unusual conditions as outlined in Items #1-2 above. If necessitated by unusual conditions, a proposal for additional labor and materials shall be submitted to Purchaser for approval prior to performance of additional work. ThyssenKrupp shall not be responsible for delays due to such causes.

4) Purchaser will be notified immediately of any circumstances that will require more than the allotted time and materials provided in this proposal. Written authorization will be required for any labor or materials required beyond this original proposal amount.

5) All labor estimates included herein are based upon work being performed during regular working days and hours of the trade (8 consecutive hours between 6:00am and 4:30pm). Work performed at other times will be in addition to the price indicated herein.

6) This proposal includes the State Five Year Full Load Test. If the load test discloses any deficiencies in the operation of the equipment tested, an additional proposal will be submitted for your approval for work needed to put the specific equipment in proper condition and in compliance with the above mentioned specifications. ThyssenKrupp Elevator will exercise caution and care in performing this repair and tests, but will not be responsible for damage done to the building and/or equipment while performing this work.

7) Welding affecting the building fire protection system may be required on this project. This will be coordinated with Purchaser.

8) Purchaser agrees to furnish suitable parking area with standard truck access.

NOTE: A 25% DEPOSIT ($21,929.00) AND PRELIMINARY INFORMATION WILL BE REQUIRED PRIOR TO ANY MATERIAL BEING ORDERED OR JOB SCHEDULES BEING PROVIDED.

Purchaser agrees to pay the sum of Forty Three Thousand Eight Hundred Fifty Eight Dollars and No/100ths ($43,858.00) which includes applicable sales tax and shipping. All work is to be performed during regular working days and hours, unless otherwise indicated herein. No permits or inspections by others are included in this work, unless otherwise indicated herein.

Upon receipt of your written authorization and receipt of required materials and/or supplies, we shall proceed with the repair.

Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

This Repair Order is submitted for acceptance within 30 days from the date executed by ThyssenKrupp Elevator.

Purchaser's acceptance of this Repair Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, and its approval by an executive officer of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Repair Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Repair Order.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized ThyssenKrupp Elevator manager.

Accepted:

By: __________________________
(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _________________________ Date: ________________

ThyssenKrupp Elevator Corporation:
6087 Triangle Drive
Los Angeles, CA 90040
(323)278-9898 fax(323)278-9899

By: __________________________
(Signature of ThyssenKrupp Elevator Representative)

Rom Lombao
9/17/08

Date: __________________________

Approved by: _________________________
Title: Branch Manager Date: ________________
Repair Order.

Terms and conditions.
ThyssenKrupp Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that we do not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

You agree that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of ThyssenKrupp Elevator or those of our subcontractors, the workplace will be monitored, and prior to and during our presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees, or those of our subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than our employees, or those of its subcontractors, you agree to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against us, or our employees resulting from such exposure. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is your responsibility.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

You expressly agree to name ThyssenKrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph, and for claims or losses arising from the sole negligence of ThyssenKrupp Elevator or our employees. You hereby waive the right of subrogation.

You agree that all existing equipment removed by ThyssenKrupp Elevator shall become the exclusive property of ThyssenKrupp Elevator.

We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, we may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statement, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished to you upon request. The premium for any bonds or Insurance beyond our standard coverage and limits will be an addition to the contract price.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

You shall bear all cost(s) for any reinspection of our work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator.

All applicable sales and use taxes, permit fees and licenses imposed upon us as of the date of this proposal, are included in the contract price. You agree to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from you or ThyssenKrupp Elevator on account thereof, by any law enacted after the date of this proposal.

A service charge of 1 1/2% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this agreement.

In the event you accept our in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.
PRELIMINARY INFORMATION

Please return to: ThyssenKrupp Elevator Company
6087 Triangle Drive
Los Angeles, CA 90040
(323)278-9888 fax(323)278-9899

Project: Park Vista Apartments
615 East Holly Avenue
El Segundo, CA 90245

ThyssenKrupp Elevator Company requires the following owner & lender information for this project. If there is no lender for this project, please mark “N/A” in the lender section. Please return, along with the signed proposal, by either fax or mail. Thank you for your prompt response.

Owner’s Name: ____________________________

Address: ______________________________________

City: __________________ State: __________ Zip: __________

Phone: __________________ Fax: __________________

Lender Name: ________________________________

Address: ______________________________________

City: __________________ State: __________ Zip: __________

Phone: __________________ Fax: __________________

Information Supplied By: ________________________

(Signature)
ThyssenKrupp Elevator
Americas Business Unit

Fax

To: Neal Cadman
Company Name: Cadman Group
Fax Number: (310) 606-5899
Number of Pages: 4 (Including Cover Page)
From: Romy Lumbao
Date: 9/19/08
Re: 615 Holly Elevators

Please call (323-278-9888) if there are any questions or concerns.
<table>
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<th>Contract #</th>
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<td>041-92207</td>
<td>616 Holly Street E (F-FM)</td>
<td>Incident reported on 04/12/2006 by Jim - (Mike Mog) TUES AM SVC received parts for elevator. Car would like tech to go out between 9am-6pm &amp; call before arrival / called by Jeff</td>
<td>receipt corr - move time to wof 40665 - orig Blk 11827972) Installed new board in controller, car in service</td>
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<td>041-92207</td>
<td>616 Holly Street E (F-FM)</td>
<td>Incident reported on 01/28/2006 by Jim - (Mike Mog) TUES AM SVC received parts for elevator. Car would like tech to go out between 9am-6pm &amp; call before arrival / called by Jeff</td>
<td>receipt corr - move time to wof 40665 - orig Blk 11827972) Installed new board in controller, car in service</td>
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<td>041-92207</td>
<td>516 Holly Street E (F-FM)</td>
<td>Incident reported on 04/25/2006 by Jim - (Mike Mo) FRI AM SVC back elev is down due to power outage power is back on but back elev will not reset.</td>
<td>reset door operator, and found one of the lines tripped the breaker on the starter. reset and car back in service.</td>
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<td>041-92207</td>
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<td>Incident reported on 06/15/2006 by Jim - (Mike Mo) Black elev the out side call button is not working &quot;lighting on&quot;.</td>
<td>charged light and button sticking on 1st floor. car in service</td>
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<td>Incident reported on 02/15/2006 by Jim - (Mike Mo) Back elev door not working has furniture inside. Car needs</td>
<td>doors timed out, reset, and elevator back in service.</td>
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<td>2x replace cop toggle switch &amp; repair loose conn in cop wiring Checked operation of car. Return to normal service ready operation.</td>
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<td>replaced 3rd floor car push button.</td>
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