### **Exhibit 1 - PROPOSALS FOR FIRE STATION 37 - STEEL BAY DOORS**

GMAT Inc. dba Overhead Door Company of the Inland Empire Inland Overhead Door Company 12401 South La Cadena Drive Colton, Ca 92324 Lic. No. 492369 (909) 783-3131 Fax (909) 783-3478

# **Proposal**

**Date** 

Proposal #

9/25/2018

4463

Customer

COUNTY OF RIVERSID/Fire HQ Admin. 210 W. SAN JACINTO **PERRIS, CA 92570** 

**Project** 

Fire Station #37 65958 Pierson Blvd Desert Hot Springs Ca

Net 30 No Retention Terms

Estimate By Ryan

Requested By Mark Brooks

oducated by Wark	Phone: 760-336-9295	Fax:	
Qnty	Description	Price	Total
	Per Proposal - Remove existing 4 doors and haul away Furnish and Install (4) each 12' x 14' Porvene model 422 - ROLLING STEEL SERVICE DOOR 22 GA Flat slats with (68) Vision Lites Miller safety Edge - 2 Wire High Cycle Modification: 50k (4) Accelerated Action Operator VFD GH 1HP 110V 1PH with Red Light / Green Lite. Powder Coat Complete Doors (Wet Red). DRQP Long range antennae with exterior mounted coax cable	48,500.00	48,500.00

**Total** 

\$48,500.00

Offer subject to credit approval. Exclude all field wiring of power and controls including conduits, wire, wiring to motors, control stations, safety edges, interlocks and accessories. Exclude all field painting. Terms of this proposal will apply to any contract or purchase order issued as a result of this proposal. Contracts are not accepted for less than \$7500. INSURANCE: CG2010-1185 or Waiver of Subrogation forms are NOT included. Add \$500 each FOR SPECIAL FORMS.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 9835 Goethe Rd., Sacramento, CA 95826

Notice - (Section 7018 - Contractors License Law) Under the Mechanics Lien Law, any contractor, sub-contractor, laborer, supplier, or any other person who helps to improve your property, but is not paid for his work or supplies, has the right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer, and the proceedes of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the sub-contractor, laborer or



# PROPOSAL

1-800-698-6783

To Site Date 10/4/2018

RIVERSIDE COUNTY FIRE DEPT HQ ADMINISTRATION 210 W. SAN JACINTO AVENUE PERRIS, CA 92570 FIRE STATION #37 65958 PIERSON BLVD DESERT HOT SPRINGS, CA 92240

Attn. MARK BROOKS

Ref. # SQ-389057 Phone (760) 336-9295 Job (760) 329-5123 Fax (951) 940-6865 Phone

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

Hi Captain Brooks, thank you for choosing Vortex Industries, Inc. Here is the quote you requested for your doors, please review and let me know if you have any further questions or if you would like to proceed.

We propose to furnish, deliver, and install the following subject to the terms noted below:

Four (4) new Industrial Duty Rolling Steel Doors with Motor operators approximately 12' X 14' in your existing openings complete with the following benefits:

- O Galvanized steel slats with end locks to maintain alignment
- Finished with prime coats of baked on polyester paint
- Oil tempered counterbalance springs for long lasting easy operation
- O New heavy duty guides for durability and security
- O New heavy duty bottom rail with weather-strip
- O 115 Volt 1/2 HP motor operator
- O Interior open/close/stop button station control
- O Hood/dust cover to conceal the door coil
- O Safety photo beams
- Door is powder coated standard red (Price can change depending on powder coating color)

This includes removal of sectional doors and trolley motor operators, securing the new door into place, adjustments to the tension, alignment of the door in the opening, lubrication of all points of friction, and our Quality Assurance & Safety Check to insure proper operation of the complete door system.

#### FOR THE TOTAL NET SUM OF......\$67,133.81

Please note this bid INCLUDES the following:

- 1. Vortex Exclusive five (5) year Limited Warranty.
- 2. Work to be scheduled during regular business hours (M-F 7:30a-4:30p) unless otherwise stated.
- 3. Removal and disposal of damaged material.
- 4. Prevailing wage included in cost

#### "Continue to the next page"

Customer to list days or hours Vortex cannot do th	e work:	
Payment Terms:% on deposit. Balance d	ue upon Completion.	
This offer is good for 30 days. SIGNED COPY MUST BE RETURNI Vortex at any time prior to acceptance. Hidden or unanticipated da does not include costs of prevailing wages, if required, unless specific	mages and/or services not included in proposal. Proposal also	
NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, servi leading to the loss, through court foreclosure proceedings, of all or part of your pro have paid your contractor in full. You may wish to protect yourself against this co person or firm giving you this notice before making payment to your contractor or (2	perty being so improved may be placed against the property even though you insequence by (1) requiring your contractor to furnish a signed release by the	
Any questions concerning a contractor may be referred to the Re Road, Sacramento, California. Mailing address: P.O. Box 26000		
IMPORTANT: See following pages for additional terms, includin part of this proposal, and will constitute terms of your contract was Additional Insured only when required by written contract with	ith Vortex. Customer is added to our General Liability policy	
Accepted: ("Customer")	) VORTEX INDUSTRIES, INC. ("VORTEX")	
Ву	By DJ Ford (INL)	
Date	Date 10/4/2018	



# **PROPOSAL**

1-800-698-6783

То

Site

Date

10/4/2018

RIVERSIDE COUNTY FIRE DEPT **HQ ADMINISTRATION** 210 W. SAN JACINTO AVENUE PERRIS, CA 92570

FIRE STATION #37 65958 PIERSON BLVD **DESERT HOT SPRINGS, CA 92240** 

Attn. MARK BROOKS

Phone Ref. # SQ-389057

Job (760) 329-5123

(760) 336-9295 (951) 940-6865 Fax Phone

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

Please note this bid DOES NOT INCLUDE the following:

- 1. Any hidden conditions or damage.
- Any finish paint.
   Any item not called out above.

Note: There is a 4 to 5 week lead-time due to powder coating.

Please fax or email signed proposal to:

INLSC@VortexDoors.com

(951) 369-1220

(760) 322-2206 - Coachella Valley

(951) 369-1091 (Fax)

🖾 Customer to list da	ys or nours vortex cannot do t	ne work	
Payment Terms:	% on deposit. Balance	due upo	n Completion.
Vortex at any time prior to	rs. SIGNED COPY MUST BE RETURI acceptance. Hidden or unanticipated of evailing wages, if required, unless spec	lamages a	UR OFFICE WITH DEPOSIT. Offer may be revoked by and/or services not included in proposal. Proposal also attified herein.
leading to the loss, through court have paid your contractor in full.	foreclosure proceedings, of all or part of your p You may wish to protect yourself against this	roperty being consequence	ment, or materials furnished or to be furnished, a mechanic's lien aso improved may be placed against the property even though you by (1) requiring your contractor to furnish a signed release by the method or device which is appropriate under the circumstances.
	a contractor may be referred to the F mia. Malling address: P.O. Box 2600		Contractors' License Board, 3132 Bradshaw nento, California 95862.
part of this proposal, and		with Vorte	tions of warranty and limitations of liability which are x. Customer is added to our General Liability policy er.
Accepted:	("Customer")	VORT	EX INDUSTRIES, INC. ("VORTEX")
Ву		Ву	DJ Ford (INL)
Date		Date	10/4/2018
License No. #287885 • VORTEX INDU	STRIES, INC.		

#### LIMITED WARRANTY

- APPLICABLE PERIOD. The VORTEX warranty for materials or labor (as appropriate) is applicable to cover problems promptly reported in writing within the following periods
  - 1.1 NEW PRODUCT INSTALLATIONS.
    - Heavy Duty Rolling Steel Doors and Hollow Metal Doors Five Year Limited Warranty, as follows: 1st year 100% Material and Labor, 2st year 100% Material, No Labor, 4st and 5st Year 10% Material, No Labor, 4st and 5st Year 10% Material, No Labor.
    - Overhead, Glass Entrance and Light Weight Rolling Steel Doors, Motors and Other New Product Installation Three Year Limited Warranty, as follows: 1º year 100% Material and Labor, 2<sup>rd</sup> year - 20% Material, No Labor, 3<sup>rd</sup> year - 10% Material, No Labor.
  - 1.2 REPAIRS.
    - Repairs Performed as Recommended by VORTEX: 100% Materials for 1 year, and 90 days Labor. B. Limited Scope Repairs No Warranty.
- 2. LIMITED WARRANTY, OUR WARRANTY IS FURTHER LIMITED AS FOLLOWS:
  - 2.1 Our warranty shall not extend to or cover deterioration due to rust resulting from (i) damage to the door section finish caused by fire, other accident or casualty, vandalism, radiation, harmful furnes or foreign substances in the atmosphere, (ii) occurring as a result of any physical damage after the door left our control, or (iii) failure to provide reasonable, necessary and proper maintenance (see paragraph 3 below).
  - 2.2 Our warranty shall not extend to or cover any damages or claims with respect to any products that in any way or degree have been altered, processed, misused or improperly
  - 2.3 VORTEX does not warrant conformity with any building or fire codes. Customer is responsible for obtaining any required permits and giving any required notices.
  - 2.4 WE MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR COVENANTS, EXPRESS OR IMPLIED, AS TO ANY MANNER WHATSOEVER WITH RESPECT TO THIS PRODUCT EXCEPT FOR ANY IMPLIED WARRANTY REQUIRED BY APPLICABLE LAW, AND ANY SUCH IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE.
  - 2.5 IN THE EVENT OF THE BREACH OF THE WARRANTY DESCRIBED ABOVE, VORTEX'S SOLE RESPONSIBILITY SHALL BE TO REPAIR OR REPLACE ANY PRODUCT WHICH PROVED TO HAVE BEEN DEFECTIVE DURING THE WARRANTY PERIOD. In the event VORTEX fails to or elects not to repair or replace the defective products, VORTEX'S responsibility shall be limited to the damages specified in Section 5 below.
  - 2.6 This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
  - Only an authorized corporate officer of VDRTEX may modify or add to the warranties set forth above, and any such modification or addition must be in writing and separately executed by such comorate officer.
- OWNER'S RESPONSIBILITY.

The proper operation and maintenance of your doors is critical. If your door is equipped with a hand chain or pull rope, control its speed and do not let it slam up or slam down. If you operate your door stowly and carefully, it should last many years. However, the useful life of the doors and their component parts is not unlimited, and to assure the safe and proper operation, it is imperative that doors be serviced and inspected every six months for long life and easy operation. Failure to do so will void the warranty. You are encouraged to contact VORTEX for details on available Preventive Maintenance programs.

On such iron or steel surfaces painted by VORTEX with prime coat as are exposed to the weather, Customer agrees to complete painting with a finish coat or coats of a color of Customer's choice.

- FURTHER CONDITIONS OF WARRANTY. The foregoing warranty shall be voided and products and services shall be deemed sold 'as is' with all faults:
  - if the related invoice is not paid within thirty (30) days;

  - 4.2 if repairs or alterations are made by anyone other than VORTEX;
     4.3 until any "Recommendation for Additional Work Needed" is authorized in writing by Customer and completed by VORTEX.

You must give us the job number when first calling for warranty service or you will be billed for the work.

- LIMITATIONS OF LIABILITY.
  - THE LIABILITY OF VORTEX FOR DAMAGES OR INDEMNITY, IF ANY, SHALL BE LIMITED TO THE AMOUNT OF THE CHARGES PAID BY CUSTOMER TO VORTEX WITH RESPECT TO THE SPECIFIC PRODUCTS OR SERVICES.
  - IN NO EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, SHALL VORTEX BE LIABLE FOR INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LDST SALES, NOTWITHSTANDING THE FACT THAT VORTEX MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **FURTHER TERMS AND CONDITIONS**

PAYMENT TERMS. The Company that called us is responsible for paying the bill. VORTEX provides emergency repair services, and time is of the essence to the performance by the parties of their obligations. Service bills are due and payable upon completion of work. Hours are calculated from the time the man leaves our shop until he returns. Minimum service charge is one hour at the current hourly rate. Customer further grants to VORTEX a security interest in all products furnished to customer. In event of default, VORTEX shall have, in addition to all rights provided by law, the right to repossess all products and to remove doors supplied. Overdue accounts shall accrue interest from the date payment on the account is overdue, at 10% per annum, or the maximum legal rate, whichever is greater.

WORK HOURS. VORTEX standard work hours are Mon. - Fri. 8:00 a.m. - 4:30 p.m. VORTEX's standard rates shall be increased for work performed during other hours. VORTEX must be notified of any days or times during which scheduled work cannot be done. A refused field trip will be charged for.

SITE PREPARATION. Customer, at its expense, shall assure that the wall construction around the opening is suitable for supporting all doors, door seals, accessories, and other items, and that there is proper clearances for their reception. When VORTEX is to provide erection, Customer at its expense shall assure that the openings into which the items or around which the items are to be installed are complete, unobstructed, and available to VORTEX mechanics or subcontractors without delay or interruption to their work. Customer around what the tests are to be structure for reception of VORTEX'S materials and agrees to subcontractors harmless from liability attributed thereto.

Unless otherwise expressly stated, this work order does not include the preparation or furnishings by VORTEX of openings, sills, jambs, lintels, structural members to which doors or accessories are to be attached, or glass or glazing, or when motor operators are furnished, any wire, fuses, or conduits, or any auxiliary steel work for carrying supporting or attaching power units. Electrical hookup and hauting away of old materials is not included in the work order. Customer acknowledges that unloading, hoisting, storage and protection of materials is the sole responsibility of the Customer.

PERFORMANCE EXCUSED. VORTEX shall not be liable to Customer in any manner for failure or delay to fill an order placed herein, or other failures to perform as a result of strike or other labor trouble, fire, flood, material or labor shortage, embargo, stoppage in transit, direct or indirect acts, regulations or orders of any governmental body, war, sabotage, act of God or public enemy, or other cause beyond the control of VORTEX including nonperformance of conditions precedent by Customer such as the furnishing of specifications of wall openings or other information, approval of or other action upon drawing.

ENFORCEMENT OF CONTRACT. This contract (subject only to modification by any subsequent, and fully executed, written repair work order) constitutes the entire agreement of the parties with respect to the proposed work. There are no oral agreements made or allowed between the parties. All parties agree that interpretations and enforcement of the contract shall be subject to the laws of the state of California and any action brought to enforce any provision of the agreement shall be in the jurisdiction and venue of the courts of Orange County, Catifornia. In the event of any action or proceeding to enforce this agreement or arising out of any breach of this agreement, the prevailing party herein shall be entitled to recover reasonable attorney's fees and costs therein incurred.

ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' LICENSE BOARD, 9821 BUSINESS PARK DRIVE, SACRAMENTO, CALIFORNIA, 95827. MAILING ADDRESS: P. O. BOX 26000, SACRAMENTO, CALIFORNIA, 95828. WEBSITE: WWW.CSLB.CA.GOV.

### Precision Garage Doors & Gates, Inc.

7348 Fox Trail Yucca Valley, CA 92284 (760) 369-4911 Phone (760) 369-2060 Fax www.precisiongaragedoorsandgates.com precisiongaragedoors@verizon.net

### **Estimate**

Date	Estimate #	
9/13/2018	55140	

Name / Address	
DHS Fire Station #37 65958 Pierson Blvd Desert Hot Springs, CA 92240 760-329-5123	

Ship To
HS Fire Station #37
5958 Pierson Blvd esert Hot Springs, CA 92240

Description	Qty	Cost	Total
Provide and install (4) 12 x 14 Porvene Industrial Doors Model 420 Flat Slat (68) Vision Lites Powdercoated RAL Wet Red Full Weatherseal  High Speed VFD Operators 1 HP - 1PH - 115V Soft start/soft stop Red light/green light Miller edge light curtain  Price includes tax and installation  Option: Same as above but NOT powdercoated, (mohecan white standard color) - \$70,240 (\$17,560 each)	4	20,537.50	82,150.00
	Tota	I	\$82,150.00