



A Museum of
Contemporary Art

109 East 6th Street Walsenburg, CO. 81089

www.museumoffriends.org

November 4, 2022

Dear Huerfano County Commissioners:

RE: The Museum of Friends Proposal:

The Museum of Friends is requesting funds to help make the ADA elevator functional so that we can accommodate visitors, members and participants in museum programs. The elevator was installed in October 2019. At that time, it seemed to be working with some glitches. When, we asked our then architect and contractor why there were these issues, we were told that it needed to settle in as the shaft had been built to all 3 floors. Since then, we have experienced issues regarding its functionality. Currently, we have accrued a bill of over \$5,000. through October. However, we have not received the invoice for November's repair bill. Also we are waiting for the estimate to repair the elevator so that we do not continually have repair bills. Please see attached estimate for repair \$17,779. The total of both is \$22,779. It has become apparent that to make the elevator operable, we will need significantly more work. *please see both attached invoices.

In a recent email the project manager Gradie Kerr (720-788-1550) stated: "I will forward your request for a current invoice to our finance people and I will get more details from James and get Billy to send to you a Proposal for any further work that we may be able to do to increase performance and reliability.

At this point, I don't believe it is possible to adjust the Guide Rails. That would have had to have been completed before other components were installed.

I will talk it over with my guys and see if we can come up with a good fix for you, and I will let you know."

It is our intention to have the elevator repaired to adequately serve our public. As soon as we know the estimate, we will contact you with a more accurate amount needed.

All my best, *Maria Cocchiarelli-Berger*
Maria Cocchiarelli-Berger, Museum of Friends
Executive Director
Work: 719-738-2858
Cell: 917-969-6028



Museum of friends
Brendt Berger
600 Main Street
Walsenburg, CO 81089
719-738-2858
BrendtBerger@earthlink.net

RE: Repair guide rails and roller guides –Savaria – CA09120201

Dear Brendt,

PEAK is pleased to provide you with our proposal for the above-mentioned project. Our proposal meets all applicable codes and includes all labor and material required for a complete repair. Our price includes tax and is valid for a period of thirty (30) days.

1. Our proposal is based upon the following:

Scope of Work:

- **PEAK to try and straiten the guide rails**
- **PEAK to test and adjust all necessary components; return unit to normal operation**

TOTAL SUM: \$17,779.00(Seventeen Thousand, Seven Hundred, Seventy-Nine Dollars and 00/100s)

Time on-site: Approximately 32 hours

Upon approval, please sign and return a copy via email and we will put you on our schedule, ASAP.

2. Our proposal is submitted with the understanding that all referenced documents will be signed without alteration in order to provide you the best possible value solution for this project.

3. Our proposal is submitted with the understanding that PEAK will need to have uninterrupted access to the elevators which will be unavailable to the building patrons for this time. Unless specifically stated to the contrary in this Agreement, PEAK's services shall be performed between the hours of 7:30 a.m. and 4:00 p.m. Monday through Friday, local property time.

4. Our proposal is submitted with the understanding that PEAK will mobilize to the project site one (1) time for the process. If PEAK shall be required to incur additional mobilizations due to circumstances beyond PEAK's control additional mobilization fees shall be owed PEAK.

5. Payments Schedule:

50% of the contract value is due upon execution.

50% of the contract value is due upon completion of the above listed scope of work

The payment schedule remains in force even in the event of non-payment by a third party. PEAK reserves the right to postpone material delivery and suspend work or services for non-payment. If payment in full is not received by PEAK within sixty (60) calendar days of invoice date, invoices will bear interest at 1.5% of the unpaid amount per month, which will be calculated from the invoice date. Payment thereafter will first be applied to accrued interest and then to the unpaid principal. If collection procedures are necessary to obtain balances due from Purchaser, Purchaser shall be required to pay any and all balances then due, interest thereon, and all reasonable attorney fees



and/or collection fees, and litigation costs necessary to recover such amounts. Purchaser agrees and acknowledges collection expenses, including without limitation attorney fees, shall be due upon engaging an attorney. In states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

6. PEAK warrants the materials and workmanship of the equipment for Twelve (12) months after acceptance. Please note that our warranty begins once the elevator has been final inspected and accepted which may be prior to the substantial completion of the building. Purchaser's remedy is limited to repair or replacement of a defective part; remedy shall be mutually agreeable between purchaser and PEAK. In no event shall PEAK be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of PEAK. PEAK disclaims any other warranty of any kind; either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or non-infringement.

7. PEAK shall not be responsible for any indirect, incidental or consequential damages. PEAK's liability and liquidated damages under any circumstances shall be no more than 5% of the Proposal value of the Equipment concerned.

8. PEAK shall not be liable for any loss, damage, claim or delay due to any cause beyond PEAK's control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God.

9. The Purchaser agrees to indemnify, defend and hold harmless PEAK from any loss, damage or claim for damages or injuries, including death, connected with the use or operation of the Equipment. Should damage occur to PEAK's material or work on the premises, where work is to be or is being performed, by fire, theft or otherwise, the Purchaser is to compensate PEAK therefore. PEAK's obligation to defend, indemnify and hold Purchaser harmless shall be limited to the extent a claim for damages or injuries results from PEAK's negligence acts or omission or willful misconduct, but not the negligent acts or omissions or willful misconduct of others.

Sincerely,
PEAK Elevator, LLC

Billy Carroll

Billy Carroll
Account Executive
Ph.: 719-924-3728
Email: billy.carroll@peakelevator.com

Accepted by: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

This offer, when accepted by purchaser and countersigned by an officer of PEAK, will be the entire agreement between parties. This offer, if accepted on any other form or document or if the terms are amended, shall not be binding on PEAK unless countersigned in writing by an officer of PEAK.

Approved by – PEAK Elevator Corporate Officer _____

Statement

Date: 10/10/2022



Please remit to:
 PEAK Elevator, LLC
 5405 W. 56th Avenue
 Suite E
 Arvada, CO 80002
 (303) 466-6231

Bill to:
 Museum of Friends
 600 Main Street
 Walsenburg, CO 81089 USA

PAST DUE - PLEASE REMIT

Invoice #	Type	Customer PO	Project Invoice #	Invoiced On	Technicians	Location	Due Date	Total	Payments	Balance	Subtotal
39556				3/22/22	Joseph Houser	600 Main Street	4/1/22	\$843.75	\$0.00	\$843.75	\$843.75
39700			106342692	3/25/22	Parker Ballard	600 Main Street	4/4/22	\$1,300.00	\$0.00	\$1,300.00	\$2,143.75
107615200				5/1/22		600 Main Street	5/1/22	\$70.00	\$0.00	\$70.00	\$2,213.75
108949278				6/1/22		600 Main Street	6/1/22	\$70.00	\$0.00	\$70.00	\$2,283.75
110460151				7/1/22		600 Main Street	7/1/22	\$70.00	\$0.00	\$70.00	\$2,353.75
111615635				8/1/22		600 Main Street	8/1/22	\$70.00	\$0.00	\$70.00	\$2,423.75
112887403				9/1/22		600 Main Street	9/1/22	\$70.00	\$0.00	\$70.00	\$2,493.75
46554				9/2/22	Joseph Houser	600 Main Street	9/12/22	\$2,463.75	\$0.00	\$2,463.75	\$4,957.50
113716376				10/1/22		600 Main Street	10/1/22	\$70.00	\$0.00	\$70.00	\$5,027.50

\$2,533.75 ≤ 30	\$70.00 30 - 60	\$70.00 60 - 90	\$70.00 90 - 120	\$2,283.75 > 120
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\$5,027.50 Total Invoices	\$0.00 Total Payments	\$5,027.50 Balance
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Date: 11/8/2022

Approved: GAC

Denied: -----

Amount: 2500

Fund: PILT 51858

Prepaid: x Vendor Run: --