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Lic. #1040390

Date: April 23, 2024

Project: City of Lake Elsinore – Commercial Building
100 South Main Street
Lake Elsinore, CA 92530

Contractor:

GMS Elevator Services, Inc. will furnish and Install (1) One NON-PROPRIETARY MRL Traction Elevators for the above referenced project as specified below in accordance with our standard terms and conditions for the sum of: **(\$223,340.00) Two Hundred Twenty Three Thousand Three Hundred Forty Dollars and 00/100.**

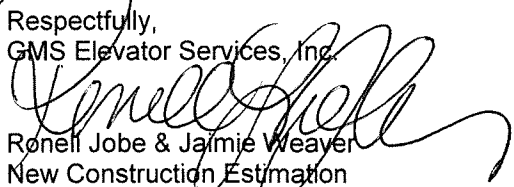
Clarifications

- We must receive 90% of the total contract before we can call for inspection and turn the elevator over for use.
- At this time all elevator equipment has approximately a 20-24 week lead time from receipt of approvals.
- GMS Elevator is not a listed manufacturer and is supplying this proposal as equal.
- Contractor must provide all architectural and structural plans and specifications to GMS Elevator, for GMS to proceed with production of any shop drawings and product submittals.
- GMS Elevator reserves the right to withdraw this bid at anytime.
- Material Bond cost included with this Proposal.
- If this project has an OCIP (Owner Controlled Insurance Policy) or WRAP insurance policy, GMS Elevator will offer NO credit or deduction of any kind to pay for this policy. GMS Elevator will NOT be liable for any deductibles or claims against OCIP.
- If a Waiver of Subrogation is required for this project an additional \$500 will be added to this proposal.
- This proposal is based on all work being performed during our regular working hours and on the job site conditions outlined in the section "work not included in elevator contract", this work is detailed on page (3) of this proposal.
- This proposal is submitted with the understanding that any contract resulting there from will be subject to review and mutual acceptance of all terms and conditions contained there in.
- DIR Registration # 1000008514

This quotation is valid for (60) days from today's date August 1, 2024 and is predicated upon completion of work with in 18 months of agreement and contingent on timely receipt of contract and approvals.

We appreciate the opportunity to submit this elevator quotation and look forward to working with you. If you have any questions, please feel free to contact our office at (909) 599-3904.

Respectfully,
GMS Elevator Services, Inc.


Ronell Jobe & Jaimie Weaver
New Construction Estimation
r.jobes@gmselevator.com
j.weaver@gmselevator.com

A. Elevator System Description

TYPE:	Passenger Elevator
APPLICATION:	Machine Room-less Traction Application
CAPACITY:	3500 lbs.
QUANTITY:	(1) One
SPEED:	200 fpm
OPERATION:	Microprocessor via CAN bus Communication <ul style="list-style-type: none">• Simplex Operation• Fire Services Phase 1 & 2• Top and Bottom Access Switches
MACHINE:	Gearless Machine, Synchronous Drive
FIXTURES:	Standard Car Operating Panel Standard Car Riding Lanterns Standard Hall Stations
HOISTWAY SIZE:	8'9"w x 6'11"d Minimum
CAB HEIGHT:	8'0"
CLEAR CEILING HEIGHT:	7'6"
CAB CONSTRUCTION:	Metal
POWER SUPPLY:	*Confirmation 208V/220V/480V, 3-phase power
TRAVEL:	49'8"
EQUIPMENT ROOM:	N/A
STOPS / OPENINGS:	4 Openings
HOISTWAY DOORS:	Automatic Operation GAL - MOVFR <ul style="list-style-type: none">• Type: Single Slide• Opening Size: 3'6" x 7'0"• Infrared Sensing Edge manufactured by GAL

B. Elevator Finish Description

CAR FINISH:	The walls will be made from 14-gauge sheet metal with factory prime finish. Wall panels will have vent slots at top and bottom per code and will have 3/16" sound deadening mastic on the outside. Wall panels will be made from 1/2" fire rated particleboard that will be faced with Silver Hairline Stainless Steel finish. There will be (3) panels on the rear wall and (2) panels on each side wall.
CAR DOOR:	Stainless Steel #4
FRONT RETURN:	Stainless Steel #4
HANDRAIL:	The rear and side walls will have (1) 1-1/2" diameter tube rail of brushed stainless steel.
CAB BASE & REVEAL:	Stainless Steel #4
COULUMS & HEADERS:	Stainless Steel #4
CANOPY:	Car canopy to be constructed of 12 gauge cold roll sheet metal with a reflective white finish and incorporates a hinged emergency escape hatch.
CEILING:	Hairline Stainless Steel with Incandescent Down Lighting spotlight
HOISTWAY ENTRANCES:	Stainless Steel #4
HOISTWAY DOORS:	Stainless Steel #4
CAR SILL:	Extruded Aluminum
HOISTWAY SILL:	Extruded Aluminum
FIXTURES FACEPLATES:	Stainless Steel #4

Additional Features

Guide Shoes
Emergency Lighting
Braille Per Code and Code required signage
Speed Fan
Pit ladder (as detailed on elevator shop drawings compliant with elevator codes)

WORK NOT INCLUDED IN ELEVATOR CONTRACT (to be completed and coordinated by G.C.):

- A. Complete, legal, and properly framed hoistway, including proper overhead height with extension above roof (if necessary) and pit depth below the lowest landing of the minimum required depth. In addition, protection from weather including direct sunlight, any drains, sump pumps, water proofing, ventilation, lighting, etc. that may be required by codes having jurisdiction.
- B. A machine room of sufficient size (approximately 6'0" w x 6'6" d) for the elevator equipment and minimum required work spaces, with head room of not less than 7 feet. Self locking, self closing door required.
- C. If machine room is to be remote, underground/overhead runs for the remote machine room must be coordinated prior to installation of slab walls, etc. Clear access must be available above the ceiling or metal/concrete raceways in the flooring for oil line and wiring ducts from machine room. Trenching/patching will be and backfilling by others.
- D. Heating and/or ventilation of machine room to maintain temperature between 60°F and 104°F.
- E. To furnish approvals and data including guarantee of the hoistway and machine room sizes, confirmation of electrical characteristics, confirmation of total travel, confirmation of wall thickness, and color/finish selection, to permit us at our discretion to buy or manufacture all parts.
- F. To provide all approvals submitted with in the product submittal, voltage, travel, wall thickness, color back to GMS at least 10 weeks before the equipment is to be delivered to the job site.
- G. Clear and safe access to elevator hoist way to deliver all equipment and man site. GMS will require clear access within site of hoistway to complete work.
- H. Supports for guide rail bracket attachment in pit, at each floor and top of hoistway. Intermediate rail supports (tube steel, etc.) to maintain spacing between brackets of not more than fourteen (14) feet vertically. Horizontally, supports shall be within twelve (12) inches of the clear hoistway line and located on centerline of car rail. Pit floor capable of supporting foundations to carry imposed cylinder and equipment loads.
- I. Hoisting beam to be supplied and installed by others.
- J. Fixture blockouts and equipment blockouts and chases as required for proper installation.
- K. Grouting, patching, and finish work around building walls and floors pertaining to the elevator, including finish painting except elevator equipment. If prime jams and doors are installed finished painting to be completed by others.
- L. Cast in anchors, inserts and sleeves, if required, including installation.
- M. Barricades and barriers as required by code.
- N. Car flooring including installation. Elevator contractor shall provide proper recess for finished flooring as indicated.
- O. Smoke seals and fire caulking, if required.
- P. Ample support for sill angles at each floor to hold the load of the entrances and the cargo being loaded and unloaded from the elevator.
- Q. Power feeders including installation to each starter or controller; provide mainline switch or fused disconnect located as directed, 3-phase, 60-cycle.
- R. Single phase power feeders to each car lighting and exhaust blower, including individual 20-amp circuit breakers at location shown on elevator layout and installation drawings.
- S. Elevator fire recall signals to machine room.
- T. Conduit including wiring runs and junction boxes for remote indicator and control panels if required. Final hookup by elevator contractor.
- U. Temporary power of the same characteristics as permanent power for equipment testing and adjustment, if required. Inspection cannot be performed on temporary power.
- V. Smoke sensors or product of combustion sensors in elevator lobby except Fire Control Floor; circuits to controller. Final hookup to elevator controller by elevator contractor.
- W. Telephone line including final hookup to controller terminals and to telephone instruments unless otherwise specified.
- X. Pit and equipment area lighting, switches and convenience outlets.
- Y. Building safety systems, when required, instruments and accessories by others. All wiring for card reader system by others. All card reader systems must be complete and operational before the State of California will allow elevator inspection.
- Z. 3 Phase Power in MRL installation must be supplied to Run Skip during installation.
- AA. For MRL Installation hoistway must be plumb & square with in 1/4"
- BB. In MRL installation, at all openings front wall must be left out for installation of equipment in shaft and until elevators are completed thru phase 2 and entrances are completed this should be coordinated with Mechanic on site.
- CC. In MRL installation, Steel must comply with drawings provided by GMS.
- DD. In MRL installation, Tube steel must be left exposed to ensure proper welding.
- EE. Minimum overhead clearance in MRL application must be accurate to our shop drawings.

Warranty/Contract Maintenance

(1) One Year Warranty included, (12) Twelve Months regular time call back included. GMS will begin warranty and maintenance time frame from date of elevator completed inspection. (12) Twelve Months regular time call back, as circumstances warrant, the examination and adjustment and lubrication of equipment installed by GMS. GMS will dispatch a mechanic to the site based on a call from contractor/owner/building representative during normal working hours.

Please Note: The G.C. shall not impose liquidated damages upon GMS E.S., including liquidated damages that the G.C. has assessed against it by the owner and is seeking to pass on the GMS E.S. We will not insure, defend or indemnify to any greater extent than our liability as limited by workers compensation or other statutory provisions.

Contract Addendum: The following specific provisions shall take precedence and control in the event of any conflict between provisions and other provisions to the parties' subcontract.

Indemnity: GMS Elevator Services, Inc. shall indemnify and hold harmless the General Contractor from and against all damages arising out of or resulting from performance of the Work, provided that such damages are attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) but only to the extent the primary cause of such damages is the negligent acts or omissions of GMS Elevator Services, its subcontractors, employees or agents. GMS Elevator Services reserves all rights to contribution or indemnity not inconsistent with this provision.

Payment: Payments to GMS Elevator Services, Inc. for the value of its work performed; including 10% upon placing order for the elevator equipment, material upon delivery and labor (less retainage, not to exceed 10%) are due fifteen-days after the General Contractor's receipt of GMS Elevator Services', Inc. pay applications, less any amounts being withheld from the General Contractor by the owner due to some deficiency on the part of GMS Elevator Services, Inc. GMS Elevator Services, Inc. shall be entitled to interest on any late payments in the amount of one and one-half percent per month, calculated from the expiration of the fifteen-day period until fully paid.

Standard Billing/SOV: GMS Elevator Services, Inc. standard billing is as follows:

Item #	Activity Description	% Billed
Front End Items	Hoistway Drawings	60% Due to Proceed with Equipment Production and Procurement
	Submittals	
	Shop Drawings	
Phase 1	Set Machine (dependent on clear access)	
	Rails, brackets, sling, platform (dependent on completed hoistway less drywall)	
Phase 2	Entrances, pit ladder (dependent on completed hoistway less drywall)	30% due before inspection
	Pump Unit, piping, oil (dependent on completed finished machine room)	
Phase 3	Hang hall doors, wire hoistway (dependent on completed finished hoistway)	
	Car door equipment, controller, cab, fixtures (dependent on finished hall fronts)	
Phase 4	Adjusting (dependent on permanent power)	10% due net 30 inspection / acceptance by Elevator Inspection Division
	Inspection (dependent on completion of contractor punch list)	

Clean Up: No Back-charge for clean-up cost may be imposed against GMS Elevator Services, Inc., unless GMS Elevator Services, Inc. has failed to clean-up its work as directed after having received a minimum of 48 hours prior notice in writing advising GMS Elevator Services, Inc. of its need to perform clean up work.

Delays/Interference/Acceleration: GMS Elevator Services, Inc. does not waive its rights to seek additional time and/or damages from the General Contractor as the result of delays, interference and/or acceleration of the work caused by others or by events beyond the control of GMS Elevator Services, Inc. GMS Elevator Services, Inc. agrees to give notice to the General Contractor in writing of any delays, interference, or acceleration which it believes entitled it to and extension of time and/or damages within ten days after such delays, interference or acceleration begins.

Changes To The Work: GMS Elevator Services, Inc. may not be directed to perform any work in addition to the original scope of the work without first receiving a fully executed change order covering such additional work, adjusting contract price and time for completion as appropriate.

Arbitration: Any controversy or claim arising out of or related to the parties' subcontract, or breach thereof, shall be settled by arbitration to be held in Los Angeles, California in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator (s) may be entered in any court having jurisdiction thereof. The giving of prior notices or the seeking of preliminary determination of responsibility by third parties shall not be conditions precedent to submitting a claim to arbitration. The prevailing party in any such arbitration shall recover from the other party its responsible attorney's fees, costs and expenses incurred in the arbitration. Nothing in this paragraph shall be construed to prevent GMS Elevator Service, Inc. from availing itself of its rights afforded by California's mechanic's lien statutes.

Labor: GMS Elevator Services, Inc. is signatory to a collective bargaining agreement with the International Union of Elevator Constructors. GMS Elevator Services, Inc. will provide union labor with the full expectation that such labor will work in harmony with others. GMS Elevator Services, Inc. does not agree to any labor provision inconsistent with the terms of its existing collective bargaining agreement and does not agree to become signatory to any additional collective bargaining agreement.

Temporary Use Of Elevators: If General Contractors desires prior to final acceptance to have elevators temporarily available for use by General Contractor, the Owner, other subcontractors and suppliers, or other third parties, then General Contractor agrees to pay for such use at GMS Elevator Services Inc. standard rates and pursuant to GMS Elevator Service, Inc. Standard Temporary Acceptance form, which General Contractor shall sign in advance of use of uncompleted equipment. In such Temporary Acceptance form, General Contractor shall acknowledge (a) its responsibility for any liability arising from the operation or use of the equipment including accidents, no matter how caused, and (b) its responsibility for the provisions of all necessary protection, power and operational requirements for the use and operation of the equipment.

Lien Waivers: GMS Elevator Services does not waive its right to avail it of the remedies afforded it by California mechanic lien statutes. The execution of a lien waiver shall only operate to bar a lien claim by GMS Elevator Services upon GMS Elevator Services', Inc. receipt of the funds for which the lien waiver is given.

Contract Documents: The only contract documents from the general contract which are incorporated into GMS Elevator Services', Inc contract with the general Contractor are those plans and specifications that specifically address the scope of GMS Elevator Services' work.

Liquidated Damages: The General Contractor, Inc. shall not impose liquidated damages upon GMS Elevator Services, including liquidated damages that the General Contractor has had assessed against it by the owner and is seeking to pass on to GMS Elevator Services, Inc.

This bid has been based on our standard team labor rate, which consists of a journey level Mechanic and an Elevator Mechanic's Helper. In the event that this job is or becomes a Davis-Bacon project, it will become necessary for GMS Elevator Services, Inc. to revise our labor rates to reflect the Department of Labor's not recognizing the "Helper" classification. Although the same team will be used, GMS Elevator Services will have to pay both the Mechanic and Helper the same wage. GMS Elevator Services, Inc. will not be responsible for additional costs due to Davis-Bacon project

Inspections: We have included the cost for one (1) State Inspection for the elevator permit. In the event that the elevator does not pass this inspection due to deficiencies on the part of the General Contractor, a change order will be required to cover these costs. Also, please be advised that if the elevator fails to pass State Inspection, it may take as long as four (4) weeks to re-schedule.

Shop Drawings: We have included Structural Calculations and details for DSA approval (Or LA CITY DBS) unless otherwise noted. If this project is or becomes under the jurisdiction of OSHPD, GMS Elevator Services, Inc. shall be reimbursed for any Calculations/ Details that will need to be provided for approval. GMS Elevator will include the cost of one correction to the elevator shop drawings. If the architect/ DSA requires ANY additional engineering beyond our standard shop drawings and calculations, this will be paid for by others.

OCIP/Insurances: If this project has an OCIP (Owner Controlled Insurance Policy) or WRAP insurance policy, GMS Elevator will offer NO credit or deduction of any kind to pay for this policy. GMS Elevator will NOT be liable for any deductibles or claims against OCIP. If a Waiver of Subrogation is required for this project an additional \$500 will be added to this proposal.

This offer, when accepted by you and countersigned by an officer of GMS Elevator Services, Inc. (GMS E.S.), will be the entire agreement of the parties. This offer, if accepted on any other form or document or if terms are amended, shall not be binding on GMS E.S. unless countersigned by an officer of GMS E.S..

Accepted

Name of Legal Purchaser

SUBMITTED FOR GMS ELEVATOR SERVICES, INC.

Ronell Jobe, Secretary/PM

By _____

Address

City, State & Zip

ACCEPTED FOR GMS ELEVATOR SERVICES, INC.

By _____

By _____

Date _____

Date _____