

6) **Construction Agreement with GMS Elevator Services, Inc. for the Purchase and Installation of the Elevator for City Hall (Project #Z20006)**

Approve and authorize the City Manager to execute a Public Works Construction Agreement with GMS Elevator Services Inc., in an amount not to exceed \$223,340.00 for the purchase and installation of the elevator for City Hall (Project #Z20006) in such final form as approved by the City Attorney, authorize the City Manager to execute change orders not to exceed a 10% contingency amount of \$22,334.50 for repair uncertainties and adjustments, and authorize the City Manager to accept the improvements into the City Maintained System, file the Notice of Completion with the County Recorder, and release all retention monies 35 days after the filing of the Notice of Completion for the City Hall elevator.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Shannon Buckley, Assistant City Manager

Date: August 27, 2024

Subject: Construction Agreement with GMS Elevator Services, Inc. for the Purchase and Installation of the Elevator for City Hall (Project #Z20006)

Recommendation

Approve and authorize the City Manager to execute a Public Works Construction Agreement with GMS Elevator Services Inc., in an amount not to exceed \$223,340.00 for the purchase and installation of the elevator for City Hall (Project #Z20006) in such final form as approved by the City Attorney, authorize the City Manager to execute change orders not to exceed a 10% contingency amount of \$22,334.50 for repair uncertainties and adjustments, and authorize the City Manager to accept the improvements into the City Maintained System, file the Notice of Completion with the County Recorder, and release all retention monies 35 days after the filing of the Notice of Completion for the City Hall elevator.

Background

The City's Architect and Project Manager solicited three elevator companies for written proposals upon completion of the designed building plan. The elevator design is detailed in the building plans and consistent with all state requirements for a four-story building, four-stop elevator.

Discussion

Site visits were available to all three companies and at their discretion. Details surrounding the underground elevator pit and building structural footings were also visible for review on the job site to ensure that these elevator companies could develop a complete and accurate proposal. All three elevator companies provided written proposals for evaluation and the proposal amounts are listed below:

GMS Elevator Services Inc. Agreement

Company	Proprietary	Amount
GMS Elevator Services Inc.	No	\$223,340.00
KONE	Yes	\$224,557.95
Schneider Global	Yes	\$146,000.00

Unfortunately, Schneider has submitted a proposal with numerous exclusions. Below are the exclusions listed in the Schneider proposal which are nonresponsive to the City's requirements and are the basis for rejecting the proposal:

- A. Schneider standard buttons allowed for unless otherwise specified.
- B. All tests per elevator are to be carried out in 1 visit within an 8hr period from 7am – 3:30pm. If additional visits are required, this will be charged an extra per visit excluding the consultant's cost, fuel, and electricity costs. Consultants must make themselves available for these tests.
- C. No additional software or EPROM is allowed for.
- D. No thermo-graphic and acoustics reports are allowed unless otherwise specified.
- E. No remote monitoring interface is allowed unless otherwise specified.
- F. No BAS interface is allowed for unless otherwise specified.
- G. No protective elevator blankets are allowed unless otherwise specified.
- H. Use of any elevator as a Builder's Elevator will attract an additional charge.

Fiscal Impact

The cost is provided for in the City Hall Project Budget.

Attachments

Attachment 1 – Agreement
Exhibit A – Proposal

AGREEMENT FOR PUBLIC WORKS CONSTRUCTION

GMS Elevator Services Inc.

**For the
City Hall Elevator
CIP PROJECT NO. Z20006**

This Agreement for Public Works Construction ("Agreement") is made and entered into as of August 27, 2024 by and between the City of Lake Elsinore, a municipal corporation ("City") and GMS Elevator Services Inc. ("Contractor").

The City and Contractor, in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. The Project and Project Documents. Contractor agrees to construct the following public improvements ("work") identified as:

City Hall Elevator (the "Project")

The City-approved plans for the construction of the Project, which are incorporated herein by reference and prepared by Staff, are identified as:

City Hall Elevator

The Project Documents include this Agreement and all of the following: (1) the Notice Inviting Bids, Instructions to Bidders, Bid Documents including Bidder's Proposal as submitted by the Contractor, Contract Documents, General Specifications, Special Provisions, and all attachments and appendices; (2) everything referenced in such documents, such as specifications, details, standard plans or drawings and appendices, including all applicable State and Federal requirements; (3) all required bonds, insurance certificates, permits, notices, and affidavits; and (4) any and all addenda or supplemental agreements clarifying, amending or extending the work contemplated as may be required to insure completion in an acceptable manner. All of the provisions of the above-listed documents are made a part of this Agreement as though fully set forth herein.

2. Compensation.

a. For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to construct the Project, including furnishing all materials and performing all work required for the Project, and to fulfill all other obligations as set forth in the Bidder's Proposal, such contract price being two hundred twenty three thousand three hundred forty dollars and no cents (\$223,340.00).

b. City hereby promises and agrees to employ, and does hereby employ, Contractor to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Project Documents.

c. Contractor agrees to receive and accept the prices set forth in the Bidder's Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Such compensation shall cover all expenses, losses, damages, and

consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the Project Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

3. Completion of Work.

a. Contractor shall perform and complete all work within **45** working days from the date of commencement specified in the Notice to Proceed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project.

b. All work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project.

c. Contractor shall not be excused with respect to the failure to so comply by any act or omission of the City, the City Engineer, a City inspector, or a representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Project Documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the City within three (3) working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Project Documents.

d. City and Contractor recognize that time is of the essence in the performance of this Agreement and further agree that if the work called for under the Agreement is not completed within the time hereinabove specified, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay. It is, therefore, agreed that such damages shall be presumed to be in the amount of **\$500.00** per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, such amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by any changes to the work.

4. Changes to Work. City and Contractor agree that the City may make changes to the work, or suspend the work, and no matter how many changes, such changes or suspensions are within the contemplation of the Contractor and City and will not be a basis for a compensable delay claim against the City nor be the basis for a liquidated damage claim against the Contractor.

Any change to the work shall be by way of a written instrument ("change order") signed by the City and the Contractor, stating their agreement to the following:

- a. The scope of the change in the work;
- b. The amount of the adjustment to the contract price; and
- c. The extent of the adjustment to the Schedule of Performance.

The City Engineer is authorized to sign any change order provided that sufficient contingency funds are available in the City's approved budget for the Project. All change in the work authorized by the change order shall be performed under the applicable conditions of the Project Documents. City and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

5. Bonds. Contractor shall provide, before commencing work, a Faithful Performance Bond and a Labor and Material Bond, each for one-hundred percent (100%) of the contract price in the form that complies with the Project Documents and is satisfactory to the City Attorney.

6. Non-Assignability. Neither this Agreement nor any rights, title, interest, duties or obligations under this Agreement may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

7. Licenses. Contractor represents and warrants to City that it holds the contractor's license or licenses set forth in the Project Documents, is registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, and holds such other licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

8. Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, the County and Board Supervisors, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

9. Insurance Requirements.

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the Agreement, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California

for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. Commercial General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Builder's Risk Coverage. Prior to the commencement of any construction of the Project, Design-Builder shall obtain (or cause to be obtained) and keep in force during the term of any construction, builder's risk insurance insuring for all risks of physical loss of or damage (excluding the perils of earthquake and flood).

v. Professional Liability Coverage. Contractor shall maintain professional errors and omissions liability insurance appropriate for Contractor's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's services under this Agreement, whether such services are provided by the Contractor or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general commercial liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

10. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Contractor: GMS Elevator Services Inc.
Attn: Ronell Jobe
401 Borrego Ct
San Dimas, CA 91773

11. Entire Agreement. This Agreement constitutes the complete and exclusive statement of agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

12. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

13. Assignment and Subcontracting. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

14. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

15. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

16. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

17. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

18. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

19. Authority to Enter Agreement and Administration. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement. The City Engineer shall act as the Project administrator on behalf of the City.

20. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

21. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

22. Prevailing Wages.

a. Contractor and all subcontractors shall adhere to the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Labor Code Sections 1770, 1773, and 1773.2. Copies of these rates and the latest revisions thereto are on file in the office of the City Clerk of the City of Lake Elsinore and are available for review upon request.

b. Contractor's attention is directed to the provisions of Labor Code Sections 1774, 1775, 1776, 1777.5 and 1777.6. Contractor shall comply with the provisions of these Sections. The statutory provisions for penalties for failure to comply with the State's wage and the hours laws will be enforced.

c. Labor Code Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Labor Code Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location. The statutory penalties for failure to pay prevailing wages will be enforced. If the Project has been awarded to Contractor on or after April 1, 2015, Contractor and its subcontractors must furnish electronic certified payroll records to the Labor Commissioner. Beginning January 1, 2016, Contractor and its subcontractors must furnish electronic certified payroll records to the Labor Commissioner without regard to when the Project was awarded to Contractor.

d. Labor Code Section 1777.5 requires Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Agreement. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship

Standards. Labor Code Section 1777.6 provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

e. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810.

23. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONTRACTOR"

GMS Elevator Services Inc.

City Manager

By: Ronell Jobe

Its: Owner

ATTEST:

City Clerk

By: [Click or tap here to enter text.](#)

APPROVED AS TO FORM:

Its: [Click or tap here to enter text.](#)

City Attorney

Assistant City Manager

EXHIBIT A

CONTRACTOR'S PROPOSAL

[ATTACHED]

EXHIBIT B

LIST OF SUBCONTRACTORS

[ATTACHED]



401 BORREGO COURT
SAN DIMAS, CA 91773
909.599.3904 PH
909.394.7388 FX
info@gmselevator.com

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 _____