



Action Requested/Required:

- Vote/Action Requested
- Discussion or Presentation Only
- Public Hearing
- Report Date: _____
- Hearing Date: _____
- Voting Date: _____

Department: Public Works **Presenter(s) & Title:** Scott Hooper - Public Works Director

Agenda Item Title:

Modernization of City Hall Elevator

Summary:

Discussion and possible Action on Modernization of City Hall Elevator to bring up to date and in working order.

Budget Implications:

Budgeted? Yes No N/A

Total Cost of Project: Check if Estimated

Fund Source: General Fund Water & Sewer Sales Tax Other:

Staff Recommendations:

Staff recommends the Genesis to perform the modernization of the City Hall elevator.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? Yes No

Attachments:

Genesis Quote

Mar 26, 2024

Re: City Hall Elevator Modernization
110 Academy St
Canton, GA 30114

Genesis Elevator Company is pleased to provide you with our proposal to furnish all labor and materials to modernize the elevator for the above referenced project. We quote a Base Bid Total of **\$132,203** in accordance with the following clarifications. Our price includes all permits and taxes for complete elevator modernization and is valid for a period of thirty (30) days. To provide you with the most comprehensive proposal, we make the following clarifications:

1. Genesis assumes the contract terms will be mutually agreeable between Genesis and your firm (See Attachment A). In addition, our proposal assumes installation of the elevators will begin no later than January 31, 2024.

2. It is paramount that the mechanical room HVAC system be capable of maintaining the environment within a temperature range of sixty-five (65) and ninety (90) degrees Fahrenheit, with relative humidity less than ninety five percent (95%) non-condensing. This is included in our proposal.

3. To ensure safe and efficient installation of the elevator, the following site requirements must be completed prior to the delivery, and the installation of the elevator equipment.

- Adequate access for delivery of the elevator material, clean and dry storage space of no less than 10'x20' per elevator adjacent to the elevator Hoistway at first floor.
- Permanent single and three-phase power must be available in the machine room / control space.
- Applicable work areas must have adequate lighting.
- Properly functioning AC system in the equipment room.

4. A remobilization fee will be charged for each occurrence in the event we incur any installation or inspection interruptions due to reasons beyond our control.

5. We have based our proposal on this county being in a seismic zone 1 area.

6. All hydraulic jacks installed after 1976 must be double bottom jack. As such, it is assumed that the existing jack was installed properly, and NO jack replacement is included in this proposal.

7. 12 months of Preventative Maintenance costs are included in this proposal upon completion.

8. Work by others is not included in our proposal.

Hydraulic Passenger Elevator

Proposed Scope of Work for Elevator: Elevator Provisions

1. New non-proprietary Micro-Processor based Smart Rise Controller
2. New Selector Hardware - if required
3. New Power unit (Pump, Motor, Valve, replace oil)
4. New Escape hatch switch
5. New Pit switch
6. New SmartView 2 Way Videophone
7. New Car Top Inspection Station
8. New Traveling Cable and Wiring Throughout
9. New Code Compliant Surface Mount Hall Stations at all Floors
10. New Car Operating Panel
11. New Door Operator
12. New Infra-Red 3D Door Safety Edge
13. New Hydraulic Shut-off Valve Installed as needed
14. All dismantled equipment will be removed from site
15. Car top handrail installed
16. Slide guide inserts installed
17. Adjust and Inspect

Base Price Excludes:

1. Bid bond premium.
2. Payment and performance bond premium.
3. Any electrical demolition not specifically addressed in the above inclusion section.
4. All low voltage systems, cabling, and devices not specifically addressed in the above inclusion section.
5. Engineering fees.
6. Roof penetrations.
7. Dumpster & Storage.
8. Emergency telephone line to controller
9. All painting.
9. Waterproof pit.
10. Decorating the walls and floors.

Lead Times:

Hydraulic Passenger Elevators

Final Engineering/Approval: 2 weeks

Purchasing/Manufacturing: 12-14 weeks from receipt of deposit

Delivery: 1 week

Installation: 4-5 weeks

Accepted by:	_____
Printed Name:	_____
Title:	_____
Firm Name:	_____
Date:	_____

Sincerely,

Scott Hamond

Scott Hammond

Commercial Account Manager

Genesis Elevator Company Inc.

GENESIS ELEVATOR COMPANY BID ATTACHMENT A

- 1.) **APPLICATIONS OF THESE TERMS:** The parties agree to be bound by the terms and conditions contained in the proposal, together with the terms and conditions contained herein. Contract Documents and any conditions, amendments, or modifications shall be effective against Subcontractor only if furnished and specifically accepted by Subcontractor in writing. In the event that Subcontractor accepts the Contract Documents, GENESIS ELEVATOR COMPANY (here forth named "GEC") shall have all the rights and remedies afforded Contractor in the Contract Documents.
- 2.) **VALIDITY OF QUOTATION:** The proposal shall be open for acceptance within the period stated in the proposal, or when no period is stated, for a period of fifteen (15) days from the date of the proposal. In the event that GEC is instructed by the customer to proceed GEC is entitled to collection of cancellation fees.
- 3.) **WORK & SERVICES NOT INCLUDED:** The proposal is exclusive of all preparation work, civil works, and all materials and services other than those clearly specified. Wiring and conduit outside the hoistway and machine room are not included. The installation, maintenance, and the operating costs of the Ethernet and phone line for monitoring services shall be borne by the customer unless other such arrangements have been made. GEC will be reimbursed for any third-party fees required by Contractor for online processing of any documents.
- 4.) **PRICE:** Final pricing is subject to when orders are placed with vendors, but under no circumstances, shall GEC be responsible for labor and material cost adjustments resulting from project delays which extend beyond the end of the current calendar year. GEC has not included additional costs associated with Davis Bacon prevailing wages herein. Any additional cost associated with Davis Bacon wages shall be borne by customer. Unless otherwise stated herein a pay and performance bond has not been included in our price.
- 5.) **SCHEDULE:** All schedules and completion dates shall be agreed to in writing by both parties before becoming effective. Approval of GEC submittal drawings shall govern in the event of a dispute with regards to installation of the equipment. The work shall be performed during the regular working hours of regular working days; (Monday to Friday, statutory holidays excluded). GEC shall be provided with uninterrupted access to the hoistway and machine room areas to perform work. Subcontractor will allocate one (2) man crew to this project. GEC shall not be responsible for failure of others to timely complete preparation work and shall automatically receive an extension of time and reasonable cost associated with any delay. If overtime work is mutually agreed upon and performed, the additional price for such work shall be added to the proposal price at GEC's standard overtime rate. GEC will not commence overtime work without an executed change order. In the event that GEC must pull off the site due to reasons beyond our control a mutually agreeable remobilization fee shall be issued, and remobilization start date is to be mutually agreeable by all parties.
- 6.) **INSTALLATION:** The installation will start only after the site is ready where customer has completed all the GEC site requirements as outlined in the GC site readiness guide. Moreover, inspection may only be scheduled upon completion of inspector's requirements as written in the GC site readiness guide. If the installation work and the final acceptance cannot be performed in an uninterrupted manner for any reason beyond GEC's control the customer agrees to store and protect equipment at customers risk, cost, and separately compensate GEC for any costs caused by such delay including, but not limited to double handling of equipment. In the event that a customer cannot or refuses to accept delivery of equipment GEC will store off-site. Any off-site storage cost shall be borne by the customer. Provisions include one elevator inspection per elevator. In the event that the elevator fails inspection due to work of other trades, GEC will be compensated by a change order prior to rescheduling re-inspection. The cost shall be a \$1,500 payment to the state inspection authority and a remobilization fee to GEC. GEC has no liability for protection of work in place after GEC has completed work and is no longer on site. GEC shall be given a 24 hours notice for cleanup. Contractor shall provide GEC with an on-site dumpster at Contractors expense for deposit of GEC refuse. GEC will attend jobsite meetings as specifically requested by contractor prior to being on site. Subcontractors lead mechanic will meet requirements for onsite superintendent.
- 7.) **PAYMENT TERMS & CONDITIONS:** 50% of contract value down payment is required for all orders prior to placing equipment into production. Other payments are based on work progress as follows; 30% of the contract value upon shipment of the equipment, progress payments as installation commences, final balance of outstanding contract

amount is due upon completion of installation and must be paid prior to inspection. Payment from owner to Contractor is no a condition of payment from Contractor to GEC. GEC reserves the right to withhold turnover the equipment or schedule inspection unless final payment is received. GEC reserves the right to delay and/or suspend the work and services, including manufacturing, deliver, installation and/or final turnover of the equipment for non-payment. Simple interest at 1.5% per month will be charged on amounts not paid when due. In states requiring notice prior to filing a lien this notice requirement is deemed satisfied through this paragraph. Prior to equipment turnover, GEC must be paid in full the contract value including all change orders. Additionally, prior to turnover, GEC requires sign off of the GEC final acceptance form and receipt of a final punch list for the project from all parties. Nothing shall in any way impair GEC's right or ability to file a line or commence proceedings in any court of competent jurisdiction for non-payment by customer. No resolution between owner and or contractor of any claim by GEC shall be binding without GEC's prior written consent.

8.) **PROPERTY RIGHT:** The delivered material shall remain the property of GEC and GEC shall retain the title thereto until final payment is made. Any proprietary rights to drawings, technical documentation, or other intellectual property shall remain solely with GEC. Any software delivered shall remain the property of GEC or the respective supplier.

9.) **WARRANTY:** In addition to the manufacturer's warranty GEC warrants the materials and workmanship of the equipment for (1) one year after turnover. Customer remedy is limited to repair or replacement of a defective part and in GEC's sole discretion. The warranty is limited to replacement or repairs of the part itself and may exclude labor. In no event shall GEC be responsible for damage due to vandalism, abuse, misuses, neglect, work or repairs or modifications done by others, or any other cause beyond control of GEC. Customer must enter into GEC service agreement prior to inspection in order to keep warranty in tact.

10.) **LIABILITY LIMITATION:** The customer agrees to indemnify, defend and hold harmless GEC 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 GEC material or work on the premises where work is to be or is being performed by fire, theft or otherwise, the Customer is to compensate GEC for said damages. GEC's obligation to defend, indemnify and hold customer harmless shall be limited to the extent a claim for damages or injuries results from GEC's negligent acts or omission or willful misconduct, but not the negligent acts or omissions or willful misconduct of others. GEC will not name any party as additional insured to their policy.

11.) **INSURANCE:** GEC will provide evidence of insurance (which will include the limits of coverage therein). If required, GEC will provide additional insurance coverage with the following stipulation: Notwithstanding any other provision to the contrary, additional insured coverage shall only apply to liabilities determined to be caused by GEC's own negligence, or for liabilities alleged to arise out of the active or passive acts, actions, omission, or negligence of the additional insured or any other person or entity. The parties agree that the coverage described in and provided by the applicable additional insured endorsement is limited to the scope of this provision. This applies to any agent or representative of GEC on this project.

12.) **DAMAGES:** GEC shall not be responsible for liquidated damages or any indirect, incidental, or consequential damages. GEC's liability under any circumstances shall be no more than 5% of the proposal value of the equipment concerned.

13.) **DISPUTES:** Disputes involving proposed changes and associated cost or schedule impact will not be the sole determination whether Contractor can direct GEC to proceed with change without a written change order. A work directive can only be used if dispute significantly delays the scheduled completion of the project. Approval of GEC submittal drawings shall govern in the event of a dispute with regards to installation of equipment.

14.) **CANCELLATIONS:** In the event of termination for any reason, Contractor agrees to pay GEC the proportional contract value of work performed including submittal drawings, contract value of materials in process of fabrication, in transit, stored at job-site, or at other agreed location. Customer agrees to limit possession to work and materials previously paid for by the contractor to the subcontractor.

15.) FORCE MAJEURE: GEC shall not be liable for any loss, damage, claim or delay due to any cause beyond GEC's control included but not limited to acts of government, strikes, lockouts, work interruption or other labor disturbance, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God. GEC shall give notice to contractor within seven (7) days after GEC obtains actual knowledge of the event causing delay.

16.) SITE REQUIREMENTS: The following is a list of items that are outside of Genesis scope but must be in place before we can call the inspector. Genesis will help coordinate, but the responsibility to manage these and have them properly in place is of the general contractor/owner. The following list is meant to be a guide to help get through the inspection, but by no means is a guarantee of passing an inspection.

Costs for assisting in the inspections or additional inspections by code authorities is not included by Genesis. Please make sure that you contact the architect, or code authority with any questions.

Current Code requires the following: GFCI 120 VAC outlets to be in the elevator machine room and hoist way pit.

A separate lockable, fused, 110V disconnect will be required to power the elevator cab lights.

Telephone line and wired Ethernet service brought to the elevator machine room for emergency communication is required if the cellular modem option is not selected.

Stencil hoist way(s) "2Hour Fire Rated" where missing. Install a fire rated access door for fire service testing and patch all holes in hoist way walls with fire rated material.

Beveling all ledges inside hoist way over 4" in depth.

A guarded light fixture and light switch in pit. The pit switch must be located 42" above the lowest landing floor level.

A Fire Service detection system to be installed or upgraded with wiring provisions ending at elevator controller with 4 feet of additional wire minimum.

GC/Other to confirm machine room is 2-hour fire rated. Stencil machine room with "2Hour fire rating" where missing on machine room walls.

Dedicated, independent and thermostat controllable HVAC system with non-condensing air for the elevator machine room must maintain room temperature between 65 degrees and 95 degrees Fahrenheit.

Ensure a code sufficient Fire extinguisher is inside machine room.

Ensure lighting fixtures/bulbs have bulb guards and provide at least 19 foot/candle at pit floor.

Self-closing and self-locking 2hr Fire Rated doors labeled "Elevator Equipment" on the front are required. A code compliant pit ladder is required for elevators with a pit depth greater than 13".