

**AGREEMENT FOR VENDOR SERVICES  
TO BE PROVIDED TO  
BEVERLY HILLS UNIFIED SCHOOL DISTRICT**

**1. Parties and Date.**

1.1 This Agreement ("Agreement") is made and entered this 14th day of February 2018, by and between the **BEVERLY HILLS UNIFIED SCHOOL DISTRICT** ("District") and GMS Elevator Services provider of vendor services ("Contractor") (collectively referred to as the "Parties" and each individually as "Party").

**2. Recitals.**

2.1 Contractor wishes to provide District with certain vendor services, as described in the Scope of Services attached hereto as Exhibit "A" ("Services"). Vendor services may include, but are not limited to, construction services that are not required to be competitively bid under the California Public Contract Code.

2.2 District wishes to contract with Contractor to perform the Services described in Exhibit "A" in accordance with the terms of this Agreement at the General Terms and Conditions set forth in Exhibit "B".

**3. Terms.**

3.1 Services. Contractor shall furnish to the District the Services set forth in the Scope of Services attached as Exhibit "A".

3.2 Compensation. District shall compensate Contractor for Services rendered in a total amount not to exceed One Hundred Forty Four Thousand Seven Hundred Twenty Dollars (\$144,720.00) for elevator service and telephone monitoring for three (3) years.

3.3 Date for Completion. The Services shall be completed February 13, 2021.

3.4 Insurance as Condition of Commencing Services. Contractor shall not commence Services under this Agreement until the insurance required under Paragraph 26 of the General Terms and Conditions (Exhibit "B") has been obtained, and satisfactory proof of such insurance has been submitted to, and approved by, the District.

3.5 Payment for Services. Payment for Services shall be made monthly upon final completion of Services and the District's written acceptance of the Services, which payment shall not be unreasonably withheld.

3.6 District Acceptance of Services. Acceptance by District of Services rendered for purposes of payment will be the responsibility of Eugene Garcia, Operations Manager at the following telephone number 310-551-5100 extension 2375.

3.7 General Terms and Conditions. The General Terms and Conditions set forth in Exhibit "B" are hereby incorporated by reference. By executing this Agreement, Contractor agrees to comply with this Agreement and the General Terms and Conditions for a period of one (1) year from the date of final written approval by the District.

3.8 Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:

<input type="checkbox"/> Work Specs/Scope of Work Statement	<input type="checkbox"/> Non Collusion Affidavit
<input checked="" type="checkbox"/> Insurance Forms	<input checked="" type="checkbox"/> Purchase Order No.
<input checked="" type="checkbox"/> Proposal Document and/or Quote Sheets	<input checked="" type="checkbox"/> Bonds, if requested
<input checked="" type="checkbox"/> Addendum Containing Specific Terms and Conditions	

3.9 Labor Code Insurance Requirements. Pursuant to Section 1861 of the Labor Code, by signing this agreement, the Contractor certifies that:

*"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."*

3.10 Federal Tax Identification Number. Contractor acknowledges that, under federal law, non-corporate recipients of \$600.00 or more are required to furnish a valid taxpayer identification number to the payer, and that a penalty may be imposed for failure to do so. In order to comply with these requirements, Contractor shall provide District with its federal tax identification number or Social Security Number, whichever is applicable. By signing this Agreement, Contractor certifies that the number shown below his/her signature is Contractor's correct federal taxpayer identification number.

3.11 Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.12 Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Contractor. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties.

3.13 Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or

unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

3.14 Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

3.15 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by their authorized officers as of the day and year first written above. By signing below, Contractor certifies under penalty of perjury that the number shown below is Contractor's correct federal taxpayer identification number.

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
Name: LaTanya Kirk-Carter  
Title: Assistant Superintendent  
Business Services

By:   
Name: Nathan Simpkins  
Title: General Manager  
Address: 401 Barrejo Ct.  
City/State/Zip: SAN DIMAS, CA 91773  
Phone #: (909) 599-3904  
Fax #: (909) 394-7388  
E-Mail: c.kongelka@gmselector.com

20-1815428  
Federal Tax I.D. Number

**WAIVER OF PROVISIONS**

The Parties to this Agreement for Vendor Services mutually agree to waive the following provisions of this Agreement and/or the attached General Terms and Conditions:  
Exhibit "C" attached

DISTRICT  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CONTRACTOR  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**

**SCOPE OF SERVICES**

Contractor will provide: labor, materials, supplies and transportation to perform monthly elevator preventive maintenance and telephone monitoring for three (3) years.

**Full Maintenance: 8-Hour Traction Elevator**  
**Per Unit Cost: \$500.00 per month per elevator**  
**Phone Monitoring: \$10.00 per elevator**

<b>ELEVATOR DESTINATION</b>	<b>STATE NUMBER</b>	<b>CAPACITY</b>	<b>MANUFACTURER</b>	<b>#OF STOPS</b>
Loading Dock TF BH High School	48030	3000 lb	Oliver & Williams	4 staggered
Building A TP BH High School	48336	2500 lb	Oliver & Williams	4 – 4 inline
Science Build ECO BH High School	147560	2500 lb	Kone	4 – 4 inline
Auditorium ECO Horace Mann School	161666	2500 lb	Kone	2 – 2 inline
8701 Charleville Horace Mann School	165830	2500 lb	Otis Gen II	3 - 3 inline

Contractor will adjust, repair or replace: all controller parts including, wiring, wiring connections and terminals, contact, coils, relays, fuses, transformer, timers, capacitors, diodes, rectifiers, resistors, magnets, solid state boards and solid state components, selectors, and selector contacts.

Parts covered includes; hoist way equipment including car guide shoes, or roller guides, door gibs, door closers, door motors, door motor limits and resistors, door linkage, interlocks, tracks, hangers, belts and pulleys, conductor trail cables, hoist way switches, terminal limits, cams and inductors.

Also included are; car operating button lenses, car operating button lights, car position indicator lenses and lights, hall push buttons and lights. The replacement of all indicator bulbs will be completed during routine maintenance.

Also covered are: worms, gears, sheaves, shafts, thrust bearings, brake drums, brake springs, brake magnets, brake shoes, governors, hoist cables, hoist motors, windings, armatures, brushes, brush rigging, commutators, hoist motor bearings and all hoist motor wiring and wire connections. With the passage of time, the present equipment's technology and design may become outdated.

The contractor will be responsible for ordinary wear and tear only.

**Full Maintenance: Hydraulic Service**

**Per Unit Cost: \$200.00 per month per elevator**

**Phone Monitoring: \$10.00 per elevator**

<b>ELEVATOR DESTINATION</b>	<b>STATE NUMBER</b>	<b>CAPACITY</b>	<b>MANUFACTURER</b>	<b>#OF STOPS</b>
Athletic Field House BH High School <b>CLOSED</b>	117791	3500lb	AmLift Int’nl	3-3 inline
#4 theater building BH High School <b>CLOSED</b>	117927	4000lb	Amtech Reliable	2-2 inline
Bldg. B Lobby HP BH High School	117951	4000lb	AmLift Int’nl	2-2 inline
D Bldg. HP Beverly Vista School	127837	2500lb	GMS	4-4 inline
B Bldg. Hp Beverly Vista School	147563	2500lb	TKE	2-2 inline
#2 Outdoor HP El Rodeo School <b>CLOSED</b>	127629	3500lb	TKE	2-2 inline
#1 Lobby HP El Rodeo School	127629	2500lb	TKE	5-5 inline
Bldg. A HP El Rodeo School <b>CLOSED</b>	127764	2100lb	TKE	3-3 inline
#1 North HP Hawthorne School	127762	3000lb	TKE	3-3 inline
#2 South HP Hawthorne School	127763	3000lb	TKE	3-3 inline
Main HP Horace Mann School <b>CLOSED</b>	46230	1500lb	Oliver & Williams	3-3 inline
Annex Bldgs.	37424	4000lb	Schindler	3-3 inline

Contractor will adjust, repair or replace: all controller parts including, wiring, wiring connections and terminals, contact, coils, relays, fuses, transformer, timer’s capacitors, diodes, rectifiers, resistors, magnets, solid state boards and solid state components, selectors, and selector contacts.

Additional parts covered shall be: hoist way equipment including car guide shoes, or roller guides, door gibbs, door closers, door motors, door motor limits and resistors, door linkage, interlocks, tracks, hangers, belts and pulleys, conductor trail cables, hoist way switches, terminal limits, cams and inductors.

Also included are: car operating button lenses, car operating button lights, car position indicator lenses and lights, hall push buttons and lights. The replacement of all indicator bulbs will be completed during routine maintenance.

We will also adjust, repair or replace all hydraulic valve parts, seals, seats, coils, filter, screens, and on hydraulic pumps, the shafts, seals and bearings, hydraulic motors, sheaves, belts.

*For both traction and hydraulic elevator the contractor will be responsible for ordinary wear and tear only. The contractor is not responsible for any OEM parts which are not readily available to be purchased on the open market. The contractor does not cover proprietary software boards or parts that can only be purchased directly from the OEM. The contractor will not perform any repair that can only be performed by OEM factory trained personnel.*

**Locations:**

Beverly Hills High School 241 Moreno Beverly Hills, CA 90212  
Beverly Vista School 200 South Elm Drive Beverly Hills, CA 90212  
El Rodeo School 605 North Whittier Drive Beverly Hills, CA 90210  
Hawthorne School 624 North Rexford Drive Beverly Hills, CA 0210  
Horace Mann School 8701 Charleville Blvd. Beverly Hills, CA 90211  
Annex Building 255 S. Lasky Drive Beverly Hills, CA 90212

**ELEVATOR PHONE MONITORING**

Contractor will performance 24-hour phone monitoring service. Monitor the elevator telephone for the additional sum of \$10.00 per month per elevator.

**MONTHLY FIRE SERVICE TESTING**

For those elevators that are equipped with fire recall service, Contractor will perform the Monthly Fire Service Testing as required by the State of California.

## EXHIBIT "B"

### GENERAL TERMS AND CONDITIONS

#### GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE** Proposals for services and/or work (both referred to herein as "work") are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality.
2. **SITE EXAMINATION** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workers and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.
3. **DRUG/TOBACCO-FREE FACILITIES**. All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.
4. **EQUIPMENT AND LABOR** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.
5. **SUBCONTRACTORS** Contractor agrees to bind every subcontractor by terms of the contract as far as terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.
6. **SAFETY AND SECURITY** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. All employees of Contractor, including those of subcontractor, working on a school site while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2..
7. **DEFAULT BY CONTRACTOR** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.
8. **TERMINATION**. The District has the right to terminate or abandon any portion or all of the work under this contract by giving ten (10) calendar days written notice to Contractor. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of work completed and/or being abandoned. District shall pay Contractor the reasonable value of services rendered for any portion of the work completed prior to termination. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.
9. **CONTRACT CHANGES** No changes or alterations to this contract shall be made without specific prior written approval by the District.
10. **WORKERS** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.
11. **SUBSTITUTION** No substitutions of materials from those specified in the proposal or Work Specifications shall be made without the prior written approval of the District.
12. **CONTRACTOR SUPERVISION** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.
13. **CLEAN UP** Debris shall be removed from the premises. Job site shall be in order at all times when work is not being performed and shall be maintained in a reasonably clean condition.
14. **ACCESS TO WORK** District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for access.
15. **PROTECTION OF WORK AND PROPERTY** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in

the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

16. **OCCUPANCY** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.
17. **ASSIGNMENT OF CONTRACT** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.
18. **FORCE MAJEURE CLAUSE** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
19. **INDEMNIFICATION**. To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.
20. **PAYMENT** Unless otherwise specified, the Contractor shall render invoices in triplicate for materials delivered or services performed under the Contract/Purchase Order. The District shall make payment for materials, supplies or other services furnished under this Contract in lump sum on completion of the work within thirty (30) days after delivery to and approval by the authorized District representative of all invoices and other documentary evidence reasonably required by the District (which approval shall not be unreasonably withheld).
21. **PERMITS AND LICENSES** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
22. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT** While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.
23. **ANTI-DISCRIMINATION** It is the policy of the Beverly Hills Unified School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.
24. **LABOR CODE LABOR CODE** The Contractor shall comply with the applicable provisions of the California Labor Code, Division 3, part 7, Chapter 1, Articles 1-5, including the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000). Current determinations can be found at the California Department of Industrial Relations website: [www.dir.ca.gov/DLSR/statistics\\_research.html#pwd](http://www.dir.ca.gov/DLSR/statistics_research.html#pwd) No contractor or subcontractor may be awarded any portion of this project unless registered and qualified with the Department of Industrial Relations pursuant to labor Code Section 1725.5.
25. **LABOR CODE SECTION 1771.1(A)** No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project

(awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

**26 INSURANCE** Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

- a. Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to District that the subcontractor has secured all insurance required under this Section.
- b. Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
  - i. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability*: Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors.
  - ii. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.
- c. Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:
  - i. General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
  - ii. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
  - iii. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and

volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

- iv. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.
- d. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.
  - i. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.
  - ii. Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.
  - iii. Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by District if requested. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

**27** WARRANTY/QUALITY The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of two (2) years from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

**28** ASSIGNMENT OF CLAIMS In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

**29** COMPLIANCE WITH LAWS Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulation, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

**30** TIME IS OF THE ESSENCE Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

**31** GOVERNING LAW This contract shall be governed by and construed in accordance with the laws of the State of California.

**32** ATTORNEY'S FEES If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

**33** NO ORAL MODIFICATION Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

- 34 **PROVISIONS REQUIRED BY LAW DEEMED INSERTED** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.
- 35 **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA)** All contract work that is performed for the Beverly Hills Unified School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

\*

**NONCOLLUSION AFFIDAVIT** (if bids or proposals are solicited)

I, Nathan Simpkins, being first duly sworn, depose and say that he or she is, General Manager of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



2-6-2018

EXHIBIT "C"  
AMENDMENT TO AGREEMENT

The Parties to the "Agreement for Elevator Maintenance Service between Beverly Hills Unified School District and GMS Elevator Service dated September 17, 2018, do hereby agree to the following.

1. **#4 Exhibit "B" Terms & Conditions - Equipment and Labor**  
Remove wording: "shall furnish all tools".  
Add in the paragraph: The contractor shall furnish tools except when a repair requires a proprietary tool, that proprietary tool will be provided by the owner.
2. **#8 Exhibit "B" Terms & Conditions – Termination**  
Change first sentence to thirty (30) calendar day written notice.
3. **#20 Exhibit "B" Terms & Conditions – Payment**  
Delete "in triplicate" from the sentence.
4. The Contractor is not responsible for correction of problems or malfunctions arising from obsolete parts, misuse, vandalism, negligence, acts of God, or any other cause which is beyond the Contractor's direct and reasonable control.

Other than as set forth to the contrary herein, all terms and conditions of the Agreement remain in effect and unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their authorized officers as of the day and year written above.

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

GMS Elevator Service

By: \_\_\_\_\_

By: 

Name: LaTanya Kirk-Carter

Name: Nathan Simpkins

Title: Chief Administrative Officer

Title: General Manager