

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the COUNTY OF LAKE, hereinafter called "OWNER" and Dream Ride Elevator, doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

(1) The CONTRACTOR will commence and complete the Lake County Historic Courthouse Museum Elevator Modernization Project.

(2) The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

(3) The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within the time period required by the CONTRACT DOCUMENTS after the date of the NOTICE TO PROCEED and will complete the same within the time period required by the CONTRACT DOCUMENTS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

(4) The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein.

(5) The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) AGREEMENT
- (B) GENERAL TERMS & CONDITION
- (C) PROPOSAL
- (D) CHANGE ORDERS

(6) The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

(7) This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the date first above written.

COUNTY OF LAKE

CONTRACTOR

By: \_\_\_\_\_  
Public Services Director

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

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**COUNTY OF LAKE**  
**Public Services Department**  
**333 Second St.**  
Lakeport, CA 95453  
Telephone (707) 262-1618  
FAX (707) 262-0973

Lars Ewing  
Director

Kati Galvani  
Deputy Director

## **GENERAL TERMS & CONDITIONS**

**LICENSE:** Contractor represents that he is properly licensed and will utilize properly licensed subcontractors for the work herein.

**LABOR CODE COMPLIANCE:** Contractor shall be in compliance with all provisions of the California Labor Code in its most current form, including but not limited to the following which is not meant to be exhaustive and is subject to change:

**Wage Rate:** Contractor shall pay to each worker on this project, not less than the general prevailing rate of per diem wages in accordance with Section 1771 of the Labor Code. Contractor represents that his labor bid reflects prevailing wage rates as determined by the Director of Industrial Relations pursuant to the California Labor Code, Sections 1771 and 1773.1. In compliance with Section 1773.2 of the Labor Code, County maintains copies of the prevailing rate of per diem wages on file at its Administrative Offices and said copies shall be made available to any interested party on request. Further, the General Prevailing Wage Rates are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. In further compliance with Section 1773.2, Contractor shall, on behalf of County, cause a copy of the prevailing wage rate(s) to be posted at each job site.

**WORKSITE MAINTENANCE.** Contractor shall at all times, at his own expense, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the work and shall maintain material stockpiles in a neat, safe and orderly manner. Upon completion of the construction, Contractor shall, at his own expense, remove all temporary structures, rubbish, and waste materials resulting from his operation. In the event that the Contractor does not properly clean up promptly, the County may separately contract to do so and withhold the cost from the Contractor.

**CORRECTION OF WORK.** Contractor shall, at his own expense, correct or remove and replace any work not performed in conformance with the specifications or not performed to the satisfaction of the County Facilities Maintenance Superintendent or his designee.

**INSURANCE:** CONTRACTOR shall not commence work under this Agreement until he has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY and said insurance has been approved by COUNTY. CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

**Workers' Compensation Insurance:** Contractor shall secure and maintain, at CONTRACTOR'S own expense, during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance for all employees to be engaged in work.

**Commercial General Liability:** CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001), for bodily injury, personal injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single-limit coverage per occurrence including but not limited to endorsements for the following coverages: premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

Automobile Liability Insurance: Contractor shall secure and maintain, at CONTRACTOR'S own expense, during the term hereof, both bodily injury and property damage on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single-limit coverage per occurrence.

Subcontractors: CONTRACTOR shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements for each subcontractor to COUNTY for review and approval. All coverages for subcontractors shall be subject to all of the requirements hereinabove and contain the additional insured endorsement required by CONTRACTOR hereinafter

Additional Insured Endorsement: Provisions The Commercial General Liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

The COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85 or its equivalent. CONTRACTOR shall not commence work under this Contract until he has had delivered to COUNTY the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Other Insurance Provisions:

- (a) For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- (b) Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either: CONTRACTOR shall reduce or eliminate such deductibles or self-insurance retentions; or CONTRACTOR shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (c) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- (d) Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking other actions as is available to it under any other provision of the Agreement or law. Failure of COUNTY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

INDEMNIFICATION: By acceptance of the attached purchase order, Contractor agrees to indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

PAYMENTS: Contractor shall submit to County a progress payment request at milestones defined within the quote (but not more often than once a week) covering the Work performed during the period covered by the progress payment request.

CHANGES IN THE WORK: The County may order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due, or the time required for performance of the work, an equitable adjustment shall be authorized by Change Order



December 17, 2019

## **MODERNIZATION PROPOSAL**

### **Prepared for:**

Robert C. Allen  
Facilities Maintenance Superintendent  
333 Second Street  
Lakeport, Ca. 95453

### **Elevator at:**

**State Number 062628**  
**Lake County Museum**  
255 Forbes Street  
Lakeport, CA 95453

Dream Ride Elevator (DRE) proposes to provide labor and material to modernize the elevator referenced above, per DRE specifications, and the following clarifications, exclusions and exceptions:

### **COMPANY DATA**

- Certified small business with the OSDS, reference number 31539
- California contractor's license, class C-11, reference number 496291
- Certified Competent Conveyance Company, reference number CC-07-012839
- Signatory to International Union of Elevator Constructors Local 8
- Acknowledgement of prevailing wage and certified payroll
- Insurance Coverage – General Liability 5M aggregate & 5M each occurrence  
Workers Compensation
- Use industry standard components on our elevators.
- Use non-proprietary controls, and non-proprietary components.
- Comply with the Buy American Act

### **OVERVIEW OF EXISTING ELEVATOR**

→ Quantity:	One (1)	→ Speed:	125 feet per minute
→ Machine:	Hydroelectric, In-ground Submersible pump unit	→ Travel:	14 feet
→ Class:	Passenger	→ Stops:	Two (2); Front Only
→ Group:	II	→ Entrance:	42" Wide
→ Capacity:	3000 pounds *verify*	→ Door Type:	Center Opening
		→ Power:	<b>3ph, verify supply voltage</b>

### **MODERNIZATION SUMMARY**

- |   |  |
|---|--|
| → New Smartrise Control Package         | → Door operators & door linkage by GAL   |
| → All new wiring for elevator           | → Door hanger tracks & rollers by GAL    |
| → Hydraulic power unit by DRE           | → Door clutches, pickup rollers by GAL   |
| → Hydraulic over speed valve by Maxton  | → Door closers, interlocks by GAL        |
| → COP & car directional lanterns by DRE | → New car and hall door panels           |
| → Hall stations & signage by DRE        | → Elevator cab & interior to be retained |

## ❖ New Non-proprietary Control Package from Smartrise

- The controller is the “brains” of the elevator. It uses inputs from various sensors in the hoistway and outputs to the operating devices to run the elevator in a safe and controlled manner.
- Non-proprietary means that any qualified elevator mechanic can work with this controller without the need for special tools or equipment. Documentation is publicly available through their website.
- Features a solid-state starter, which efficiently operates the hydraulic pump motor and reduces energy consumption.
- Includes new car-top run station that allows service mechanics to operate and service the elevator from the top of the car.
- Includes new CEDES landing system, a reliable locating device that utilizes a camera and specially coded tape to provide the controller with absolute positioning feedback at all times.

## ❖ New Hydraulic Power Unit from DRE

DRE designs and manufactures submersible hydraulic power units at its facility in Benicia. Power units are self-contained within the hydraulic oil tank for compact delivery of hydraulic power for operation of the hydraulic jack unit. We assemble these using non-proprietary, quality parts from the best vendors in the industry.

- |                                      |                                       |
|--------------------------------------|---------------------------------------|
| - US Motor                           | - Maxton Control Valve                |
| - Settima Pump                       | - Maxton Isolation Coupling           |
| - EECO Muffler                       | - Maxton Shut-Off Ball Valve          |
| - 70 gal oil capacity, with dipstick | - Rubber isolation pads for dampening |

## ❖ Car Operating Panel from DRE

The new swing return car operating panel will be manufactured with a brushed stainless steel cover plate. It will include all buttons, switches and features required to meet Group IV (current) code standards for accessibility and fire safety.

- New brushed stainless steel faceplate, manufactured to fit existing conditions
- New premium pushbuttons with tactile braille
- New panel mount emergency phone w/ push-to-talk button
- New emergency light system to illuminate elevator cab if loss of power occurs
- New digital position indicator with options for adverts or picture display
- New vandal resistant hardware for access to inside of COP

## ❖ Hall Stations from DRE

All hall stations will be replaced with new faceplates and electronics. All floors will receive new signage for proper identification of floor numbers, elevator numbers, and emergency operation. All fixtures and signs are designed and installed to meet ADA standards, and current Group IV code requirements for fire safety protocols.

- New brushed stainless steel faceplates, manufactured to fit existing conditions
- Fully illuminated pushbuttons, black PVD coated stainless steel
- Key switches keyed for different group security, chrome finish
- Signage at each floor with tactile braille, where applicable
- Signage for fire protocol & gurney accessibility, where applicable

## ❖ All New Door Equipment

- GAL MOVFR II – This is a reliable harmonic door operator that opens and closes the car door. The MOVFR is easy to adjust and is very robust.
- Clutch & pickup rollers, interlocks – Wearable mechanical components that lock hall doors when elevator is away from floor. Common source for trouble calls due to worn parts.
- Door tracks, hanger rollers – Wearable items, when installed properly and serviced well, provide smooth, safe, and lasting operation of the elevator doors.
- Door reopening device – an infrared light curtain that prevents closing of elevator doors if entrance is obstructed, to prevent harm to passengers.
- The car and hall doors will be retained, cleaned.

## ❖ New Car & Hall door panels

- DRE will produce new steel clad hall and car door panels to fit the new door equipment. New panels will be skinned with stainless steel #4 finish.

## ❖ Miscellaneous Items

- New hoistway wiring – all wiring for hall stations, pit devices, and hoistway devices
- New traveler cable – flexible cable connecting devices on moving elevator to machine room controller
- New Maxton over speed valve – emergency device that stops elevator when critical speed is exceeded
- Existing hydraulic jack will be repacked if deemed necessary.

### EXCLUSIONS

1. Any schedule provided is used as reference only. Procurement and work schedules tentative on availability of materials and competent & qualified labor to perform applicable work.
2. DRE will not provide bonding for this project.  
Bonding, if required, provided by the General Contractor.
3. DRE will not be responsible for liquidated damages on this project.
4. DRE will not indemnify General Contractor/Owner.
5. DRE shall not be responsible for failed tests and inspections caused by another trades work. DRE will not pay for all costs associated with the failed tests or inspections caused by another trades work. If DRE is responsible for the test or inspection failure, DRE will pay the additional costs for re-test or re-inspection.
6. Any and all sub agreements MUST reference this proposal and all of its qualifications and exclusions.
7. Retention payment is due **45** calendar days from turnover date.
8. Power based on DRE needs.
9. GFCI outlets by others.
10. Hoistway vents by others
11. Finish elevator cab floor by others
12. All grouting, patching, painting, and fire caulking by others, including the pit floor at the cylinder block-out.
13. All patching of hall button cans, pit floor, and oil conduit lines by others.
14. If shaft or machine room have sprinklers, the electrical contractor must provide controls and devices for shunt-trip elevator power requirements per elevator code. All devices and controls by others.
15. Smoke sensors, heat sensors for fire recall by others.
16. Any protection, trench plates, barricades, or cribbing provided by others.
17. Bid price is for labor with all work classifications (Mechanic, Helper and Probationary Helper) being recognized as per agreement with International Order of Elevator Constructors Local 8.
18. The owner is responsible for providing a code compliant machine room located at the bottom floor, within 30' of the existing elevator shaft. All chases to be produced by owner.

**SCHEDULE OF WORK**

- |          |              |  |
|----------|--------------|--|
| <b>6</b> | <b>WEEKS</b> | Lead time on material from date of deposit receipt         |
| <b>2</b> | <b>WEEKS</b> | Installation time for all listed items                     |
| <b>2</b> | <b>WEEKS</b> | To scheduled date of inspection after request is submitted |

**THIS SCHEDULE IS TENTATIVE TO THE LABOR RESOURCES AVAILABLE TO PERFORM THE MODERNIZATION.**

**SCHEDULE OF PAYMENTS**

- |                     |  |
|---------------------|--|
| <b>INITIAL</b>      | Down payment of 20% upon contract award; for engineering and material order(s).<br>Please submit payment with signed proposal.             |
| <b>INTERMEDIATE</b> | Progress payments due 30 calendar days from invoice date.<br>If this provision cannot be met, this proposal is void and will be dismissed. |
| <b>FINAL</b>        | Retention payment is due 45 calendar days from date of passed inspection.<br>If not, an 8% finance charge will be assessed every 30 days.  |
| <b>BASE PRICE</b>   | <b><u>\$92,310.00 (Ninety-two thousand three hundred ten dollars and 00/100 cents)</u></b>   |

**The price provided for this bid is based solely on this proposal. Specifications may or may not be referred to in this document. No changes or assumptions can be made to or about this proposal without DRE's expressed acknowledgement.**

If you have any questions please feel free to contact me.

Sincerely,

Ivan Werblow  
President

**APPROVED BY:**

\_\_\_\_\_  
Print Legal Name of Purchaser

\_\_\_\_\_  
Printed Name, if different, and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **WORK BY OTHERS – ATTACHMENT**

### **HOISTWAY**

1. Legal hoistway sized to the elevator contractor drawings and plumb within ½" per 100 feet.
2. Hoistway ventilation as required by building code. Control room and machine space-temperature control by others.
3. Earthwork if oil line is to be run underground, trenching and back filling from the machine room to pit. Do not pour floors until elevator contractor has installed the pipeline and conduit. (for hydraulic elevators)
4. Hoistway finished and fireproofed. All seams and nail holes fire taped. Hoistway bevels and ledges may not exceed 2 inches. No protrusions into the hoistway, including nails, sheet metal, etc.
5. Hoistway projections, recesses and setbacks exceeding 2 inches must be beveled to 75 degrees, or per elevator code.
6. Building support for all elevator equipment loads imposed.
7. Non-elevator equipment such as conduit, wiring, pipes, drain lines, or access doors are prohibited by code.
8. Provide full hoistway width support for sills and supports for other elevator equipment loads imposed and as shown on the elevators drawings.
9. The elevator code dictates maximum rail bracket spacing. Provide rail supports acceptable to the elevator contractor at intervals shown on the elevator drawings.
10. Rough opening in concrete or masonry walls measuring 4" on three sides of elevator entrances.
11. For drywall entrances, do not erect the entrance wall until the jambs are installed.
12. After the elevator contractor installs the hall sills, other trades shall grout solid all surfaces constituting final finish.
13. Insure that floors at entrance sill are flush. Grout from sill to floor if required.
14. All cutting of walls, floors or partitions, and associated repair, including patching and painting of all surfaces.
15. OSHA approved removable hoistway guards, barricades, screening, steps, and ladders required during construction.
16. Adequate access for off-loading equipment dollies upon delivery at site.
17. All necessary sleeves and sleeve installation, as required by the elevator contractor.
18. Building exit graphics at each floor as required by building codes.
19. Permanent lighting in elevator lobbies in conformance to code.
20. Safety beam centered over rails at top of hoistway. May require removal later for legal overhead. Coordinate with Elevator Contractor for rated load requirements
21. Material staging and storage area adjacent to the hoistway with wheeled dolly access. Size will be based on the elevator provided.

### **ELEVATOR PIT**

22. Provide a drain or sump if required by code. Do not connect to sewer. Coordinate provision with elevator contractor.
23. Pit screens required where cars are adjacent. Screens extend 6'-0" above pit floor and run full hoistway depth. If pit ladder is mounted at screen location, the screen must extend 6 feet above the floor landing level at the ladder location and 2 feet away from the side of ladder.
24. Seal and pit against ground water entry. Pit floor must be smooth and dry.
25. Blockouts for piping and wiring, pit pockets and jack blockout in pit floor. If required, sealing and reparation of these blockouts. If pit pockets are required they shall be formed in concrete and waterproofed.
26. Coordinate location of steel pit ladder.
27. Pit lighting, with guard, to obtain 100 lx (10fc) at the pit floor. Mount approximately 18" above floor. Coordinate with elevator contractor.
28. GFCI duplex 120-volt, 15 amp outlet adjacent to light switch.

**MACHINE ROOM**

29. Properly sized machine room with legal access and code legal equipment working clearances. Machine room to have no less than 7'-0" clear in location below all equipment/piping as required by code.
30. Minimum 3'-0" (3'-6" Preferred) by 6'-8" self-closing, self-locking machine room door. Coordinate with elevator contractor prior to installing door.
31. Sign mounted in the machine room indicating strength of the machine room floor per code (2.1.3.3)
32. Machine room lights, with guards, to obtain 200 lx (19fc) at the machine room floor.
33. Light switch adjacent to strike side of machine room door.
34. GFCI duplex 120-volt, 15 amp outlet adjacent to the light switch.
35. Code compliant ventilation to insure maximum temperature of 35 c (95 f). Provided heating (see table on layout drawing).
36. Dedicated hot touchtone telephone line in elevator machine room with 24-hour answering service to answer calls from elevator cab.
37. Fire life safety speaker circuit, if required by code.
38. Fire phone jack circuit, if required by code.
39. Only elevator related equipment is allowed in the machine room including pipes and drains.

**ELECTRICAL**

40. Flexible conduit to elevator equipment is prohibited by code. Provide hard pipe with rigid conduit or EMT.
41. 3 pole lockable fused main line disconnect switch for each elevator.
42. Power supply feeders, including ground wire, from disconnect switch to each elevator controller.
43. If standby power is specified, provide one normally open contact that closes and one normally closed contact that opens, on activation by the automatic transfer switch. Wire to elevator controller.
44. If battery lowering is specified, provide auxiliary disconnect switch contacts that allow termination of battery power at same time as mainline power.
45. Separate 110V, 20a circuit with lockable disconnect to elevator controller for elevator lighting.
46. Temporary power of 220v, 30a, or minimum required for construction tools.
47. Lights, light switches, and GFCI convenience outlets in pit and machine room.

**MISCELLANEOUS**

48. Sprinkler systems conforming to building and fire codes are permitted in the hoistways and machine rooms (2.8.2.3)
49. Keep risers and returns outside these spaces (sprinklers cannot be run through these areas, but must terminate in the area). Branch lines may serve only one floor. Provide guards (2.8.2.3.1.).
50. Provide shunt trip device, outside machine room, with manual reset and independent of elevator control, as required by code (2.8.2.3.2.).
51. If battery lowering is specified, provide a normally closed contact to shutoff battery power prior to shunt trip activation.
52. If sprinklers are provided, all electrical equipment located less than 48 inches above pit floor shall have NEMA 4 enclosure and be NFPA 70 compliant.
53. Sprinklers located within 2'-0" of the pit floor are not required to comply with shunt trip operation (2.8.2.3.1).
54. Smoke detectors may not be used to activate sprinklers or disconnect the main line power (2.8.2.3.3.).
55. Arrange to service heat and smoke detectors without entering the hoistway (2.8.2.1.3).
56. Locate heat and smoke detectors within 2'-0" of sprinkler head if shunt trip device is used to shut down power prior to sprinkler (NFPA 3-9.4.2).