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Memorandum Date: 04/18/07
Order Date: 05/02/07

TO: Board of County Commissioners

DEPARTMENT: Management Services

PRESENTED BY: David Suchart, Director

AGENDA ITEM TITLE: IN THE MATTER OF ACCEPTANCE OF BID LCB 2007-03
AND AWARD CONTRACT TO NORTHWEST ELEVATOR
COMPANY TO UPGRADE PASSENGER ELEVATORS
PHX 6776 and PHX 6777 AT LANE COUNTY PUBLIC
SERVICE BUILDING, IN THE AMOUNT OF \$153,995.

I. MOTION

MOVE APPROVAL OF ORDER 07 -- _____, ACCEPTANCE OF BID
LCB 2007-03 AND AWARD OF CONTRACT TO NORTHWEST ELEVATOR
COMPANY TO UPGRADE PASSENGER ELEVATORS PHX 6776 and PHX
6777 AT LANE COUNTY PUBLIC SERVICE BUILDING, IN THE AMOUNT OF
\$153,995.

II. AGENDA ITEM SUMMARY

The two passenger elevators at the Lane County Public Service Building are in
need of upgrade due to their old age and unreliable operation. The Board is being
asked to:

1. Accept bid LCB 2007-03 to upgrade passenger elevators PHX 6776 and
PHX 6777;
2. Award contract to Northwest Elevator Company in the amount of
\$153,995.00; and
3. Authorize the County Administrator to execute a contract in accordance with
the bid specifications.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

There have been no prior board actions regarding this project.

B. Policy Issues

As adopted in Lane County's Strategic Plan, the first Guiding Principle is ACCESSIBILITY, which states that all citizens and employees, regardless of abilities, will have ready access to our services and facilities. Adequate elevator service in the Public Service Building is vital to meeting this principle. Another Guiding Principle is STEWARDSHIP, which states that we will invest in our people, systems, and facilities, and that capital and system investments will be maintained, replaced, and/or upgraded as needed to sustain the value of the public's assets.

C. Board Goals

Item B1(d) of the County's Strategic Plan addresses the need to improve space and facilities condition to better serve citizens, insure the adequate maintenance of existing infrastructure, and provide an environment conducive to high employee productivity. The passenger elevator upgrade will satisfy this goal by ensuring that the public elevator continues to be functional and safe so the public and County employees can fully access the Public Service Building.

D. Financial and/or Resource Considerations

The upgrade of the passenger elevators is crucial; the potential for damage claims resulting from individuals who utilize the elevators places the highest priority on this project. This project was included in the FY2006 Capital Improvement Plan and was carried over into FY2007.

E. Analysis

The two passenger elevators at the Lane County Public Services Building (PHX 6776 and PHX 6777) are original equipment installed in 1976. They are hydraulic in nature and were manufactured by Esco Elevators, Inc. Both pumps have been replaced within the last five years and have operated without a problem. However, the cars and doors are physically in an abused condition, and mechanically, the stops sometimes miss. The call function does not always respond and the door open feature has left people stranded. Furthermore, the current elevators do not meet the specifications of Elevator & Escalator Code A17.3.

The current project seeks to provide a complete upgrade to the two elevators, including installation, equipment, wiring, materials and accessories, testing, and training.

An Invitation to Bid was issued and advertised in the Register Guard and Daily Journal of Commerce on January 30, 2007. A mandatory pre-bid conference and site visit was conducted on February 8, 2007. Four vendors attended the pre-bid conference. In response to the Invitation to Bid, three Bids were received, as listed on the RFB Abstract.

F. Alternatives/Options

1. Award Contract to the lowest cost bidder, Northwest Elevator Company, in accordance with bid specifications and terms.
2. Do not award the contract and attempt to maintain the elevator in its current condition.

IV. TIMING/IMPLEMENTATION

Upon approval by the Board, Management Services will proceed with contract processing and issue a notice to proceed to the vendor. Following approval of the award, a contract will be signed by the vendor and delivered to the County Administrator for execution.

V. RECOMMENDATION

It is recommended that award of LCB 2007-03 be made to the low cost bidder, Northwest Elevator Company, based on conformance to bid specifications; a contract be signed by the vendor; and the County Administrator be authorized to execute the contract.

VI. FOLLOW-UP

Following Board action, a contract will be signed by the vendor and delivered to the County Administrator for execution.

VII. ATTACHMENTS

Board Order
Request for Bid
Bidders Proposal
RFB Abstract

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER 07-

) **IN THE MATTER OF** ACCEPTANCE OF BID
) LCB 2007-03 AND AWARD CONTRACT TO
) NORTHWEST ELEVATOR COMPANY TO
) UPGRADE PASSENGER ELEVATORS PHX
) 6776 AND PHX 6777 AT LANE COUNTY
) PUBLIC SERVICE BUILDING, IN THE
) AMOUNT OF \$153,995.
)

WHEREAS, at the duly authorized time and place on April 11, 2007, David Suchart, Management Services Director, under authority of Lane Manual Chapter 21, opened bids on the following:

2007-03 ELEVATOR UPGRADE SERVICES; and

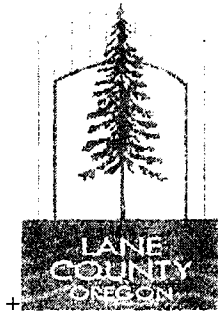
WHEREAS, the low bid response from Northwest Elevator Company was evaluated by Department of Management Services for conformance to RFB specifications; now, therefore,

IT IS HEREBY ORDERED, that the bid received from Northwest Elevator Company be accepted as recommended, and Northwest Elevator Company be awarded a contract; that a contract be executed in the amount of \$153,995, in accordance with the bid specifications; and that the County Administrator be authorized to execute the contract.

Dated this ____ day of _____, 2007.

Faye Stewart, Chair
Board of County Commissioners

APPROVED AS TO FORM
Date 4/20/07 Lane county
[Signature]
OFFICE OF LEGAL COUNSEL



LANE COUNTY
INVITATION TO BID LCB 2007-03
FOR
PASSENGER ELEVATOR UPGRADE AT LANE COUNTY PUBLIC
SERVICE BUILDING

LANE COUNTY
MANAGEMENT SERVICES
125 East 8th Avenue
EUGENE OR 97401
GAIL MURRAY, LANE COUNTY PURCHASING MANAGER

PRE-BID CONFERENCE:	February 8, 2007 2:00p.m.
CLOSING DUE DATE:	February 20, 2007 2:00p.m.



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**INVITATION TO BID #LCB 2007-03
LANE COUNTY, OREGON
MANAGEMENT SERVICES**

Notice is hereby given that sealed bids for the Upgrade of two Passenger Elevators for Management Services, will be received by Gail Murray, Lane County Purchasing Manager, at Lane County Department of Management Services, 125 East Eighth Avenue, Eugene, Oregon 97401 until 2:00 p.m., prevailing local time, on February 20, 2007. Bids will be publicly opened and recorded immediately thereafter.

The work consists of the modification and improvement to two passenger elevators located at the Lane County Public Service Building

A mandatory pre-bid meeting and site walk through has been scheduled for February 8, 2007 beginning at 2:00 p.m., in the Facilities Management conference room at Management Services office, 125 East 8th Avenue, Eugene, OR. Vendors wishing to submit a bid are required to have a representative from their firm present at this pre-bid meeting.

A copy of the bid specifications and documents may be obtained for review at the Lane County Purchasing office located at 3040 North Delta Highway, Eugene, Oregon 97408. Requests may be made in person, by mail, by telephone at 541-682-8597, or via e-mail at gail.murray@co.lane.or.us

Each bid must be submitted on the prescribed form and accompanied by a Surety Bond, Cashiers Check, or Certified Check, executed in favor of Lane County, in the amount not less than ten (10%) of the total bid, based upon total bid amount.

Either with the bid or within two working hours of the Deadline for Submission of Bids, bidders shall submit, on the form provided, information first-tier subcontracts furnishing labor and materials, as provided in ORS 279C.370. Bids for which disclosure forms are required, but not submitted, will be rejected.

No bid for construction contract will be received or considered unless the bidders are registered with the Construction Contractor Board at the time the bid is made, as required by ORS 701.005.

Every Contractor and subcontractor shall have a public works bond, in the amount of \$30,000, filed with the Construction Contractor's Board (CCB) before starting work on the project unless exempt.

Each bid shall contain a statement indicating whether the Bidder is a "resident bidder", as defined in ORS 279A.120.

Each Bid shall contain a statement that the "Contractor agrees to be bound by and will comply with the provisions of ORS 279C.800-870 regarding payment of Prevailing Wages".

Contractor shall certify nondiscrimination in obtaining required subcontractors, in accordance with ORS 279A.110(4).

Lane County reserves the right to reject any or all Bids not in compliance with public bidding procedures and requirements, postpone award of the contract, waive informalities in the Bids, select the Bid which appears to be in the best interest of the County, and may reject for good cause any and all bids upon a finding of the County that it is in the public interest to do so.

All bidders must be an "equal opportunity employer" willing to comply with all applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 (see 42 USCA 2000), all regulations there under (see 41 CFR Parts 60 and 60-1), Executive Orders 11246 and 11375 and all Oregon statutes and regulations regarding employment.

Dated this 30th day of January, 2007

Gail Murray, CPPB
Purchasing Manager



Management Services
Passenger Elevator Upgrade

BID INSTRUCTIONS

The general conditions and instructions for submission of bids are:

1. Bids will be accepted until 2:00 p.m., February 20, 2007. Each bid shall include the name of the individual who will serve as the prime contact in responding to questions or finalizing the service specifications. All bids will be opened in the Facilities Management Conference Room at Management Services at 125 E. 8th Ave. Eugene, Oregon 97401.
2. Bids shall be submitted to:

Gail Murray
Management Services
125 E. 8th Ave.
Eugene, OR 97401
3. Bid packets must be received in the following condition:
 - Not later than 2:00 p.m., February 20, 2007
 - Completed, SIGNED and NOTARIZED Bid Submission Form
 - Bid Bond. The attached BID BOND form on page 37 may be used when the bidder is unable to obtain a standard surety bond.
 - Either with the bid or within two working hours of the Deadline for Submission of Bids, bidders shall submit, on the form provided, first-tier subcontracts furnishing labor and materials, as provided in ORS 279C.370. Bids for which disclosure forms are required, but not submitted, will be rejected.
 - Four (4) copies in a sealed envelope.
 - The outside of the sealed envelope shall be clearly marked with the BIDDER'S Name, Address, BID FOR: PSB Elevator Upgrade, and the Opening Date.
4. All submitted bids remain the property of Lane County.

This solicitation for bid document and one copy of each original bid received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by the Lane County Purchasing Office and made a part of a file or record that shall be open to public inspection, except to the extent specific information may be covered by an exemption to Oregon Public Records law. The above disclosure restrictions may not include cost or price information, which must be open to public inspection.
5. In accordance with ORS 279A.120, Bidders will be required to indicate on the Bid Submission Form whether or not the Bidder is an Oregon resident.
6. Bidders will not be considered, unless the Bidder is registered with the Construction Contractors Board as required by ORS 701.005

7. As required by ORS 279C.836, Contractor and subcontractors must have a \$30,000 Public Works Bond filed with the Construction Contractors Board before starting work on this project, unless exempted. Prior to permitting a subcontractor to begin work on this project, the contractor shall verify that the subcontractor has filed a public works bond, or is exempt.
8. Asbestos abatement work is not anticipated on this project. If such work is required, Lane County will address under a separate bid with a qualified abatement contractor.
9. Pursuant to ORS 279C.505(2), all contractors and subcontractors working on public improvement contracts shall demonstrate that an employee drug-testing program is in place. A certificate of Bidder/Contractor Employee Drug Testing Program shall be submitted with the proposal.
10. All bidders are required to comply with the provisions of ORS 279A and C and the applicable provisions of the Equal Opportunity Act of 1972 and the Civil Rights Act of 1964, as amended.
11. Insurance is required. Details can be found on the Insurance Coverage Page. Bidders should note that Worker's Compensation Insurance is required under the terms of this contract. If a bidder is not required to carry Worker's Compensation Insurance due to the structure of the bidder's organization, then a letter from the State Accident Insurance Fund certifying such an exemption must be provided to County in lieu of a Worker's Compensation Certificate of Insurance.
12. No bid will be considered unless the bid contains a statement by the bidder that provisions of ORS 279C.800 through ORS 279C.870 pertaining to prevailing wage rates shall be complied with.

State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for all work on this contract. Prevailing Wage Rates dated January 1, 2007, are incorporated into this contract by reference and can be accessed at the website:
http://egov.oregon.gov/BOLI/WHI/PWR/pwr_book.shtml

The work will take place in Lane County, Region#5

The Contractor awarded the contract is required to pay a fee to the Bureau of Labor and Industries pursuant to the provisions of ORS 279C.830. The fee is one-tenth of one percent of the price of this contract, but not less than \$100 nor more than \$5,000, regardless of the contract price.

13. The County may reject any bid not in compliance with all prescribed public contracting procedures and requirements, and may reject for good cause any or all bids or waive any specification or requirement upon a finding of the County that it is in the public interest to do so.
14. **PERFORMANCE BOND and PAYMENT BOND:** The successful Offeror shall be required to furnish a Performance Bond and a Payment Bond each in the total amount (100%) of the awarded Contract, executed in favor of Lane County, Oregon, to ensure faithful performance of the Contract and payment for services and goods.

The successful bidder may submit a cashier's check or certified check in lieu of all or a portion of the required performance bond.

The apparent low Offeror shall provide all required bonding to the Lane County Purchasing Office within seven (7) calendar days of notification of award.

PROTEST OF SPECIFICATIONS OR CONTRACT TERMS AND CONDITIONS

Written protests of Bid terms, conditions, specifications and contract terms shall be submitted to Gail Murray, Lane County Purchasing Manager, within a minimum of 10 days prior to the bid opening in accordance with OAR 137-049-0260(3), (4), and (5) and Lane Manual 21.105(6).

BID REVIEW

1. The County desires a well engineered solution which meets its needs. Consideration of award to the lowest responsible bidder will be contingent upon the bidder meeting the standards of responsibility in ORS 279C.375 as detailed below, including but not limited to availability of resources and expertise to meet contractual responsibilities, and record of performance on any other contract.
2. In determining the lowest responsible bidder, a contracting agency shall:
 - a. Check the list created by the Construction Contractors Board under ORS 701.227 for bidders who are not qualified to hold a public improvement contract; and
 - b. Determine whether the prospective bidder has met the standards of responsibility. In making the determination, the contracting agency shall consider whether a prospective bidder has:
 - A. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to indicate the capability of the prospective bidder to meet all contractual responsibilities;
 - B. A satisfactory record of performance. The contracting agency shall document the record of performance of a prospective bidder if the contracting agency finds the prospective bidder not to be responsible under this subparagraph;
 - C. A satisfactory record of integrity. The contracting agency shall document the record of integrity of a prospective bidder if the contracting agency finds the prospective bidder not to be responsible under this subparagraph;
 - D. Qualified legally to contract with the contracting agency; and
 - E. Supplied all necessary information in connection with the inquiry concerning responsibility. If a prospective bidder fails to promptly supply information requested by the contracting agency concerning responsibility, the contracting agency shall base the determination of responsibility upon any available information, or may find the prospective bidder not to be responsible.
3. Oral interviews of the bidder may be scheduled at the sole discretion of the County. The purpose would be to clarify the bid and receive information concerning responsibility.
4. A bid review committee comprised of representatives from the Lane County Facilities Maintenance Department and the Lane County Management Services department will review bids and information concerning responsibility.
5. The selection of a bidder shall be made as soon as possible. The selection, if a satisfactory response is found, shall then be recommended to the Board of Commissioners for contract award.

RECOMMENDATION AND RIGHTS

Bidders should be aware that the findings of the Lane County staff will result in a recommendation for award of contract. The final decision of the actual award of a contract rests with the Board of Commissioners or its authorized representative(s).

Lane County reserves the following rights:

1. To reject any and all bids.
2. To issue subsequent Bid Requests, if desired.
3. Not to award a contract for the requested services.
4. To waive any irregularities of informalities in any proposal.
5. To accept the lowest cost bid as submitted.

AWARD AND EXECUTION OF CONTRACT

1. The bid shall be submitted with the knowledge on the part of the bidder that the delivery or furnishing of the service cannot commence until a contract is duly and properly executed.
2. In the event more than sixty (60) days elapse between the date on which the bid is opened and the date on which the contract is prepared, readied for execution, and submitted to the successful bidder, consideration will be given by Lane County to the granting of an extension of time to the bidder for fulfillment of the contract to offset any delay in the contract actually occasioned by said lapse of more than sixty (60) days.
3. Bidder to whom the contract is awarded shall, within 14 calendar days from the date of receiving from Lane County the contract prepared and ready for execution, deliver the contract and required insurance certificate, performance/payment bond, fully and properly executed by Contractor, to Lane County Management Services. Failure on the part of the bidder to whom the contract is awarded to execute the contract and to deliver the contract and required insurance certificate as provided above will be just cause for cancellation of the contract award.

PROTEST OF INTENT TO AWARD OR AWARD

All protests of award must be filed within seven (7) days of the notice of award. Protests of award shall be handled by the Board of County Commissioners in conformity with LM 21.105(13). The protester shall specify the required information and applicable grounds for the protest as provided in ORS 279B.410.

CONTRACT PERIOD AND PAYMENT TERMS

The contract period will begin on the effective date of the execution of the contract through installation and successful inspection.

Payment for specified services/products to the successful firm will only be remitted following successful completion of all of the following requirements:

1. Board of County Commission approval of the recommended bid.
2. Delivery of the proposed services/materials.
3. Successful installation of the product/materials.
4. Successful inspection by the proper regulatory entities.
5. Staff training, if necessary.
6. Successful removal and proper disposal, salvage or recycling of all existing system components.
7. Payroll certifications submitted
8. Receipt of invoicing.

NOTE: Lane County will withhold 25% of amounts owed to contractors if certified payrolls are not submitted as required. The County shall pay the Contractor the amount retained within 14 days after the Contractor files the certified statements. The contractor shall retain 25 percent of any amount earned by a first-tier subcontractor on a public work until the subcontractor has filed with the County certified statements as required. The contractor shall verify that the first-tier subcontractor has filed the certified statements before the contractor may pay the subcontractor any amount retained. The contractor shall pay the first-tier subcontractor the amount retained under this provision within 14 days after the subcontractor file the certified statement. The amount retained under this provision is in addition to any other amount permitted to be retained by ORS 279C, including 5% from any progress payment to ensure satisfactory progress under ORS 279C.570(7).

CONTRACT TERMS AND CONDITIONS

1. This purchase is subject to applicable standard public contract provisions of the Oregon Revised Statutes-ORS 279A and C, Lane Manual Chapter 21, and all of the attached bid documents, provisions, and specifications. Together with the contract, all bid documents, provisions, and specifications shall constitute the contract package.
2. A sample contract is included in this packet.

BID PROVISIONS AND CONDITIONS

1. Any bid may be withdrawn at any time prior to the time fixed in the public notice for receipt of bids, by providing written request for withdrawal. The request shall be executed by the bidder or a duly authorized representative. Withdrawal of a bid will not prejudice the right of the bidder to submit a new bid. A bid will not be accepted after the time as stated in the notice to bidders. All bids shall be irrevocable for a period of 90 days from the day of opening.
2. Bidders must satisfy themselves by personal examination of the specifications and provisions, and by such other means as they prefer, as to the actual conditions and requirements of the specifications and provisions, and shall not at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature, quality or description of the material to be supplied.

REJECTION AND ACCEPTANCE OF BIDS

1. Lane County may reject any proposal not in compliance with all prescribed public proposing procedures and requirements, and may reject for good cause any or all proposals upon a finding of the agency it is in the public interest to do so as specified in ORS 279C.395
2. The bid may be rejected if it shows any alteration of form, additions not called for, contains conditional parameters, incomplete, erasures, or irregularities of any kind.
3. Bids may be rejected if they are not signed and notarized.
4. When bids are signed by an agent other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a "Power of Attorney" must be on file with the Director of the Department of Finance and Management Services prior to opening of proposals or shall be submitted with the proposal. Failure to provide said "Power of Attorney" will result in the bid being rejected as irregular.

5. If, in the opinion of the County, a bidder's submitted delivery date is such that it will inconvenience or cause hardship to the County, the County may, at its discretion, reject the bid.

BID SPECIFICATIONS

Carefully review this solicitation for bids. It provides specific technical information necessary to aid participating firms in understanding the requirements.

All activities related to the installation and testing of the upgraded system, including removal of the existing parts, need to be designed to prevent any outages, whether planned or accidental.

QUESTIONS AND CONTACT INFORMATION

Technical questions may be submitted in writing or via email to;
Dan Banducci, Facilities Maintenance Manager, 125 East Eighth Avenue, Eugene, OR 97401
Phone: (541) 682-4419 Fax (541) 682-4278 Email: daniel.banducci@co.lane.or.us

Questions regarding the purchasing process should be addressed to;
Gail Murray, Purchasing Manager, 3040 North Delta Highway, Eugene, OR 97408
Phone: (541) 682-8597 Fax (541) 682-8594 Email: gail.murray@co.lane.or.us

GENERAL BACKGROUND INFORMATION

The two Public Service Building passenger elevators are original equipment, installed in 1976. They are hydraulic and were manufactured by Esco. Both pumps have been replaced within the last five years and operated without a problem. Physically the cars and doors are in abused condition. Mechanically, the stops sometimes miss, the call function does not always respond and the door open feature has left people stranded.

Vendors may submit proposals that involve work outside of the normal Monday - Friday 8:00 a.m. - 5:00 p.m. work week.

The Contractor shall coordinate and make arrangements to accommodate all of the security requirements of the Public Service Building for the work in this facility during the project, including but not limited to law enforcement records checks by Lane County of all workers employed at the site and issuance of identification badges. Lane County will have the right to prohibit any worker from working on this site if it believes that there is any security risk.

SITE REVIEW AND CONDITIONS

A mandatory pre-bid meeting and site walk through has been scheduled for February 8, 2006 beginning at 2:00 p.m., in the Management Services, Facilities Planning Conference Room, Management Services Office, 125 E 8th Ave, Eugene, Oregon. The purpose of the walkthrough will be to bring greater clarification to the RFB process, address any areas of concern to the bidders, and view the present elevators. Vendors wishing to submit a bid are **required** to have a representative from their firm present at this pre-bid meeting. Vendors should contact the technical contact for directions if needed.

OBJECTIVES

The County is seeking to contract for a complete Elevator modernization and upgrade solution that includes;

- All materials and labor required for the installation of all system components.
- Any subcontracting work required.
- Removal and proper disposal of the existing unused components.

- Training as required for County staff to properly utilize the system.
- All permits and testing process costs.
- And any other cost not specifically listed that are associated with the required work.

As a direct result of implementing a recommended solution, the County desires to have a system installed that will:

- Provide for system continuity and reliability
- Have no negative impact on elevator system availability during installation of the upgrade to one elevator or removal of the existing system.
- One elevator must be operable at all times.

BID REVIEW PROCESS

A Lane County bid review committee will review each bid to determine if it meets the mandatory requirements and all other requirements as defined within this bid solicitation.

No negotiations, decisions, or actions will be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to this document. Lane County reserves the right to select, and subsequently recommend for award, the proposed services/products that meets its required needs, quality levels, and budget constraints. **Vendors will NOT be compensated for any part of the bid submittal process.**

MANDATORY REQUIREMENTS

1. Did a representative of the bidder's firm attend the pre-bid conference?
A response of 'NO' will result in the proposal being rejected.
2. Contractor must be licensed and certified in Oregon to work on elevators with a minimum of 5 years experience in elevator installation and construction.
3. Contractor must supply at least three references showing their ability to install/update/modify hydraulic elevators.
4. Contractor must meet standards of responsibility

STANDARDS OF RESPONSIBILITY

RESPONSIBILITY INQUIRY/ CONTRACTOR REFERENCES & ESB UTILIZATION

The County reserves the right, pursuant to ORS 279C.375 to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Offeror's responsibility to perform the Contract. Submission of a signed Offer shall constitute approval for the County to obtain any information the County deems necessary to conduct the evaluation. The County shall notify the apparent successful Offeror, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of Contract

performance; etc. Failure to promptly provide this information shall result in Offer rejection. The County may postpone the award of the Contract after announcement of the apparent successful Offeror in order to complete its investigation and evaluation. Failure of the apparent successful Offeror to demonstrate Responsibility, as required under ORS 279C.375, shall render the Offeror non-responsible and shall constitute grounds for Offer rejection, as required under OERS 279C.375.

BID SPECIFICATIONS

The following are the specifications and firm qualifications for the Passenger Elevator Upgrade that Lane County is soliciting. Bidders should review the information in order to ensure that their bids meet all requirements. Bidders must respond to each item in the affirmative or provide comments that their bid meets or exceeds the requirements listed herein.

Part 1 - General

1. Provide a complete upgrade to two passenger elevators. This shall include installation, equipment, wiring, materials, accessories, testing, training and miscellaneous items required for a complete and operational system.
2. The design, installation, components and testing of the system shall comply with all applicable local, State and Federal requirements and codes.
3. Existing equipment that is not being replaced will be thoroughly inspected, tested and repaired if necessary. All deficiencies will be brought to the owner's attention before repairs are made.
4. One elevator shall be worked on at a time so that one elevator will be operational at all times.
5. The system shall be complete in all ways. It shall include all costs, but not limited to all design, engineering, materials, labor, permits, training, and removal of the replaced parts.
6. The installation of the system and removal of the existing system will be completed without any planned County outages.
7. Project is to be completed within 10 days.

Support

1. The successful bidder shall have a single point of contact for all trouble, questions, and maintenance requests.
2. The successful bidder shall be able to respond and be onsite for any trouble, warranty and/or emergency maintenance situations within four (4) hours of contact.
3. The successful bidder shall maintain the system per the manufacturer's specifications during the maintenance period.
4. The successful bidder shall stock replacement parts for the system or have access to spare parts in the event of a failure within 24 hours.

Firm Qualifications

The successful bidder will meet or exceed these qualifications.

1. The installing contractor shall be trained and be certified to install, test and maintain the elevators.
2. The installing contractor shall be licensed for the types of services specified and proposed and be able to provide copies of all applicable certifications or licenses.
3. The installing contractor shall have a demonstrated ability to successfully install a system in an environment similar to the Public Service Building.
4. The installing contractor shall have provided services similar to those specified herein for a minimum of five (5) years.
5. The successful bidder shall have factory-trained and certified personnel available to do all work.
6. Provide the name, contact and phone number of at least three (3) firms that your company has installed a Security and Access Control System.

Part II - Modernization Plan

The following items will be provided and installed by a qualified elevator contractor:

1. Elevator electrical controller/selector system, including new starting contactor and current firefighters service.
2. Hoist way door safety plug locks.
3. Hoist way wiring.
4. Hoist way guide rail seismic rated fishplates.
5. Hall pushbutton stations.
6. Car door and gibs.
7. Car wiring.
8. Car top inspection station including work lights.
9. Car top leveling devices.
10. Car to lobby intercom.
11. Car to machine room intercom.
12. Car door detector.
13. Car operating station-vandal resistant including emergency light.
14. Car traveling lantern.
15. Car roller guides-adjustable type plus restraint plates.
16. Car ADA approved handrails.
17. Interlock fire rated wires.
18. Interlock electrical ground wires.
19. Machine room electrical wiring.
20. 10 vac duplex outlet on car top with GFCI.
21. Pit emergency stop switch.
22. Pit access ladder.
23. Braille tags on both sides of hoist way entrances.
24. "Do Not Use Elevator In Case of Fire" signs above all new hall stations.

In addition to above items, there are modifications and improvements that need to be furnished and installed by other trades or crafts to meet all code and safety requirements. Those items are:

1. Firefighters service smoke detectors in machine room and elevator lobbies.
2. Increased machine room lighting and electrical outlet.
3. Relocate light switch in machine room.
4. Main line electrical switch conduit to new controller.
5. Clean hoist way vent.
6. Car lighting disconnect - lockable.
7. Cab up-grades - new panels - ADA approved handrails.

B. Equipment Inventory & Disposition Detail

1. Controller / Selector needs to be upgraded to solid-state devices.
2. The hydraulic pump units will be retained including tanks, pump motors, pump, hydraulic valves and related hydraulic piping and wiring.
3. Seismic brackets will be provided to contain the hydraulic oil line.

4. Any new wiring provided will comply with National Electric Code. New electrical feeders, including electrical ground will be installed from the existing main line disconnect switch to the new controller.
5. The proposed upgrade will include Phase I Firefighters' Service as required by ASME A17.1-Firefighters Service requirements.
6. Install the Phase II Firefighters Service features per ASME A17.1 Code.
7. Furnish and install a Firefighters' Service key box next to the Main Recall floor, with the following keys:
 - Elevator Machine Room
 - Phase I and II
 - Hoist way Door Unlocking Key
8. An In-Car-to-Machine Room intercom will be provided to speak to persons trapped in a car.
9. A car-to-Main Floor intercom will be provided to allow a person at the Main Floor level to speak to a person trapped in the elevator cab. The on-off switch will be located in the elevator lobby.
10. The existing ADA emergency communications will be retained.
11. Provide new stand off panels of like material in the cab interior with new stainless steel protective rails. Color to be determined. Replace the doors with vandal resistant stainless steel on both sides.
12. Replace all cab wiring.
13. New gibs including the additional steel gib plates will be installed.
14. Retain and check all fastening bolts on car doorsills.
15. The existing GAL car door operator will be retained.
16. Car doors will be outfitted with a solid-state re-opening device, which prevents passengers from being hit by a closing door.
17. Provide a new vandal resistant type car station with the following features:
 - A locked service cabinet will be part of the new station that will contain a car light switch, GFCI 120 vac duplex outlet, independent service switch and two-speed fan switch.
 - 4" high car position indicator in upper area of car station.
 - Main floor STAR marking adjacent to main floor car operating station push button. Braille tags will be provided to the left of all buttons as required by ADA.
 - All push buttons will be vandal resistant and contain call-registered lights as required by ADA.
 - Firefighters service Phase II switch shall be provided in the car operating station with key operational instructions.
 - Floor passing signal will be provided.
18. Provide seismic rated fishplates for the guide rails.
19. Replace existing car guides with roller guides, including car capture plates.
20. The car sling, platform and bolster are suitable for reuse. Check all fastenings; replace any missing or worn parts.
21. New car leveling devices will be installed to insure the elevator will stop level with the landings 100% of the time.

22. A new car top inspection station will be provided so the car can be operated from the car top. The new station will consist of the following:

- Toggle switch with guard for RUN and INSPECT operation.
- Emergency stop switch.
- UP constant pressure switch.
- DOWN constant pressure switch.
- SAFE constant pressure switch.
- Work lights (2) with required guards.
- 120 vac GFCI electrical duplex outlet.

An additional work light with fixed 6'-12G electrical cord will be installed to provide a minimum of 5-foot candles at car top location. Provide storage for the cord when not in use.

23. Confirm that existing traveling cables are not within 36" of a snag point. Otherwise install snag guards where required by ASME A17.1.
24. Install new traveling cables. All wiring shall comply with current NEC requirements.
25. Replace existing hall stations. They will be vandal resistant. Install a "Do Not Use Elevator in Case of Fire" sign at each station.
26. Traveling lanterns will be provided inside the elevator.
27. Existing hoist way doors will be retained. Additional steel plate gibs will be installed between each of the existing door gibs.
28. Existing hoist way doorsills and hoist way doorframes will be retained.
29. The existing GAL interlocks will be retained. Fire rated wires will be provided from the interlock to the hoist way electrical riser (NEC 620-11 (a)). The conductors to the hoist way door interlocks from the riser shall be flame-retardant and of Type SF or equivalent. New fire rated wires will be installed. An electrical ground wire will be installed from each interlock to an approved ground.
30. Hoist way door tracks, hangers, roller and gibs will be retained.
31. Check existing elevator hoist way doors for U.L. rating and marking. Existing doors will be retained.
32. All new wiring will be provided in the hoist way. All existing conduit (EMT) will be retained if it complies with NEC.
33. Existing hydraulic cylinder and plunger will be retained.
34. The existing spring buffers and pit equipment will be retained.
35. The existing seismic safety valve will be retained.
36. Pit shut off valve will be retained.
37. A pit ladder will be provided for safe access to the pit.
38. Provide a machine room smoke detector that will place the elevator on Firefighters' Service when activated.
39. Provide a ground conductor in the main line electrical service from the disconnect to the new controller/selector.
40. Tag/mark all pipes not associated with the elevator equipment in the machine room.

41. Clean the hoist way vent.
42. Seal the area around the hoist way sprinkler line for fire rating.
43. Provide a new car light disconnect in the machine room.
44. The existing pit light will be retained.

Part III - Execution

Schedule

It is expected that the successful bidder will develop the necessary plans and submit them for approval immediately upon being selected as the winning bidder, with Upgrade to the elevators occurring as soon as practical thereafter. Project will be completed within 10 days.

- A. The installation shall be accomplished with quality materials in a neat and professional manner. Materials under this section or other sections of the specifications damaged during this installation shall be replaced with new materials at no additional cost to the Owner.
- B. Prior to beginning work, meet with the Facilities Maintenance Manager to coordinate all interfaces between equipment, requirements, phasing issues.

Installation

1. All system components shall be installed according to manufacturer's design and installation specifications and all applicable national, state, and local code and standards.
2. The installer shall communicate with the occupant on a regular basis including the scheduling of work, periodic status and other information as required to keep occupant informed on the status of the work.
3. Existing installation needs to remain functional during the upgrade. Cutover to the new system will be phased in and after-hours work may be necessary to accomplish this.
4. The installer shall maintain a clean work environment and pickup all materials at the end of the shift and store out of the general work area.
5. The installer shall use processes that minimize or contain air borne particles to prevent or minimize their release during all phases of construction. The use of a HEPA rated vacuum to capture debris while drilling is an example of an acceptable method.

Inspection

1. After the installation has been completed, the entire elevator shall be checked out, inspected and functionally tested by qualified and trained personnel, in accordance with the manufacturer's recommended procedures. Contractor shall demonstrate compliance with the requirements of the specifications and coordinate all testing with the owner.

Warranty

All system components furnished and installed under this contract shall be warranted against defects in design, materials and workmanship for the full warranty period which is standard with the manufacturer, but in no case less than one (1) year from the date of system acceptance.

The undersigned, as bidder, declares that he/she has carefully examined the specifications and requirements of the Lane County Passenger Elevator Upgrade, and agrees if they are the successful bidder that they will contract with Lane County to furnish the services as specified in this document.

Bidders may withdraw their bid at any time prior to the date of the opening. However, all bids shall be irrevocable for sixty (60) days after bid closing date.

Contract is subject to budget and contract approval by the Board of Commissioners.

The bidder hereby certifies that the system he/she ____ is proposing meets or exceeds all specifications contained in this invitation to bid.

The bidder hereby certifies that he/she is ____ or is not ____ a resident bidder, as defined in ORS 279A.120, of the State of Oregon.

By initialing this space _____, bidder hereby certifies that they will comply with the provisions of ORS 279C.800 through ORS 279C.870 concerning prevailing wage.

By initialing this space _____, bidder hereby certifies per ORS 279A.110 that he/she has not discriminated against minority, women, or emerging small businesses in obtaining any subcontractors.

By initialing this space _____, bidder hereby certifies that to the best of bidder's knowledge, she/he is in compliance with all the Oregon tax laws described in ORS 305.380(4).

By initialing this space _____, bidder hereby certifies that to the best of bidder's knowledge, she/he is submitting this without connection or agreement with any other person, firm or corporation making a bid in response to the bid solicitation, and is in all aspects fair and without collusion or fraud.

By initialing this space _____, bidder hereby certifies that:

- The bidder will have a drug testing policy in place at time of contract award.
- The bidder shall maintain the drug testing policy for the duration of the contract.
- The bidder shall require each subcontractor providing labor to this contract to comply with its drug testing requirements.
- A copy of the Bidders current written employee drug testing policy will be available for inspection by the County at any time upon the County's request.
- Lane County shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights or any employee, including but not limited to, selection of which employees to test and the manner of such testing. The County shall not be liable for Contractor's negligence in establishing or implementing, failure to establish or implement a drug testing policy, or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing work covered by this contract. These are the Bidder/Contractor's sole responsibilities.

BID SUBMISSION FORM (CONTINUED)

By initialing this space _____, bidder hereby certifies that its certifications above will become a continuing part of the Contract and that breach of any of these may be sufficient grounds for disqualification under ORS 279C.440.

_____ References are included

_____ Standards of Responsibility Information included (see below)

ORS 279C.375 defines the standards used in determining whether the bidder is a responsible bidder. Comment on your firm's ability to meet these standards.

1. Availability of appropriate financial, material, equipment, facility and personnel resources and expertise or the ability to obtain the resources and expertise necessary to meet the contractual obligations of this bid.

2. Record of performance in executing other bids for public works improvement projects.

Bidder will complete the Work for the following price:

LUMP SUM BID: \$ _____

Bidder shall also propose prices for an hourly rate for installation to be used in change orders made under the contract resulting from the RFB.

Hourly rate for installation: \$ _____

Firm's name (Print or type) Signature

Address Print or type name

City State ZIP CCB #

Telephone Number CCB Expiration date

Firm's name (Print or type) Signature

Address Print or type name

City State ZIP CCB #

Telephone Number CCB Expiration date

BID SUBMISSION FORM (CONTINUED)

Signed and sworn to before me this _____ day of
_____, 2007.

Notary Signature

Notary Public for the State of _____

My Commission expires: _____

REFERENCES

(MUST BE RETURNED WITH BID)

(Note: The information on this form may be utilized by Lane County to consider whether a bidder has met the standards of responsibility set forth in ORS 279C.375. Bidder authorizes Lane county to contact any person listed on this form for the purpose of investigating responsibility. Failure to provide complete information may be grounds for bid rejection.)

1. Bidder Information::

- a. Business Name: _____
- b. Owner Name: _____
- c. Business Address: _____
- d. Business Phone Daytime: _____ Evening/Weekend: _____
- e. Number of Employees: _____ Annual Sales \$: _____
- f. Date Business Established: _____
- g. Insurance Agent Name: _____
- h. Insurance Agent Address: _____
- i. Insurance Agent Phone: _____

2. FOR THIS PROJECT ONLY:

- a. Name of Job Supervisor: _____
- b. Business Phone Daytime: _____ Evening/Weekend: _____
- c. Business Address: _____

3. REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE: Offeror shall provide a list of three different project references with the Offer that can be contacting regarding the quality of workmanship and service that the Offeror provided on projects of comparable size and scope.

- a. Name of Project: _____
Project Location: _____
Project Date: _____
Firm Name for Contact Person #1 _____
Name of Contact Person #1 _____
Telephone Number for Contact Person #1 _____
Fax Number for Contact Person #1 _____
Firm Name for Contact Person #2 _____
Name of Contact Person #2 _____
Telephone Number for Contact Person #2 _____
Fax Number for Contact Person #2 _____
- b. Name of Project: _____
Project Location: _____
Project Date: _____
Firm Name for Contact Person #1 _____
Name of Contact Person #1 _____
Telephone Number for Contact Person #1 _____
Fax Number for Contact Person #1 _____
Firm Name for Contact Person #2 _____
Name of Contact Person #2 _____
Telephone Number for Contact Person #2 _____
Fax Number for Contact Person #2 _____
- c. Name of Project: _____
Project Location: _____
Project Date: _____
Firm Name for Contact Person #1 _____
Name of Contact Person #1 _____
Telephone Number for Contact Person #1 _____
Fax Number for Contact Person #1 _____
Firm Name for Contact Person #2 _____
Name of Contact Person #2 _____
Telephone Number for Contact Person #2 _____
Fax Number for Contact Person #2 _____

4. SUBCONTRACTING TO EMERGING SMALL BUSINESS: Offeror will provide the company name(s) of any certified Emerging Small Business companies that they intend to utilize in the performance of this Contract:

Name: _____
 Name: _____
 Name: _____
 Name: _____

OFFICE OF MINORITY, WOMEN, AND EMERGING SMALL BUSINESS (OMWESB)
CERTIFICATION

NOTE: This section is for informational purposes only and shall not be considered in the evaluation of the bid or award of a contract.

Bidders that are certified by the Oregon Office of Minority, Women Owned, and Emerging Small Business, shall provide their Certification Number for any applicable certification listed below. Bidders are required to return this document with their Bid:

Type of Certification	Certification Number
Disadvantaged Business Enterprise (DBE)	
Minority Business Enterprise (MBE)	
Women Business Enterprise (WBE)	
Emerging Small Business (ESB)	

To verify certification, or for more information related to certification, please go to the following Internet site:

<http://imd10.cbs.state.or.us/ex/dir/omwesb/>

INSURANCE COVERAGE

The following are required, as stipulated in the proposal, and they are to be submitted by the successful bidder when the signed contract is returned to the County.

CERTIFICATE OF INSURANCE:

The successful bidder shall be required to submit a standard insurance certificate as evidence of compliance with the Contract Insurance Requirements. This will be sent to the County with the agreement before execution by the County.

PERFORMANCE/PAYMENT BOND:

As stated in ORS 279C.380 the successful bidder shall be required to submit a performance bond in the amount of 100% of project cost, after notice of intent to award contract and prior to beginning any work.

INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

 X **COMPREHENSIVE COMMERCIAL GENERAL LIABILITY** insurance including personal injury, bodily injury and property damage with limits as specified below. The insurance shall include:

<i>COVERAGES</i>	<i>LIMITS</i>
<u> </u> Explosion & Collapse	<u> X </u> \$1 million per occurrence
<u> </u> Underground Hazard	<u> </u> Limits of the Oregon Tort
<u> X </u> Products/Completed Operations	Claims Act (ORS 30.370),
<u> X </u> Contractual Liability	present limits \$500,000
<u> X </u> Broad Form Property Damage	per occurrence.
<u> </u> Owners' & Contractors' Protective	<u> </u> Other

FORM All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by Risk Management. All claims-made forms must have the prior approval of Risk Management. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

 X **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired and non-owned automobiles.

LIMITS

- X \$1 million per occurrence
- Not less than the limits of the Oregon Tort Claims Act (ORS 30.270) presently at \$500,000 per occurrence
- Other

 PROFESSIONAL LIABILITY insurance with limits not less than \$ 1,000,000.

 X **ADDITIONAL INSURED CLAUSE** The liability insurance coverages required for the performance of this contract shall be endorsed to name Lane County, its commissioners,

officers, agents, and employees as additional insured with respect to the activities performed under this contract.

X **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

EMPLOYER'S LIABILITY X Limits of \$500,000.

___ **BUILDER'S RISK** insurance special form. Limits to be the value of the contract or \$_____.

___ **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$_____ per employee.

**Any questions concerning insurance and indemnity should be
directed to Lane County Risk Management at 541-682-4569**

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: Security and Access Control System Upgrade RFB # LCB 2007-03

BID CLOSING: Date: February 20, 2007 Time: 2:00 pm

DISCLOSURE DEADLINE: Date: February 20, 2007 Time: 4:00 pm

SUBMITTAL REQUIREMENTS

Subcontractor disclosure is required on all public improvement contracts greater than \$100,000.

This form must be submitted at the location specified in the Invitation for Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each first tier subcontractor that will be furnishing labor with or without materials that is required to be disclosed, the dollar amount of the subcontract, and the category of work that the subcontractor will be performing. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED).

NAME	DOLLAR VALUE	CATEGORY OF WORK
1). _____	\$ _____	_____
2). _____	_____	_____
3). _____	_____	_____
4). _____	_____	_____

The above listed first-tier subcontractor(s) are providing labor or will be furnishing labor and materials with a Dollar Value equal to or greater than:

a) 5% of the total project bid (including all alternatives), but at least \$15,000. (If the dollar value is less than \$15,000 do not list the subcontractor above.)

or

b) \$350,000 regardless of the percentage of the total project bid.

**FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NONRESPONSIVE BID.
A NONRESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.**

Form Submitted By (Bidder Name): _____

Contact Name: _____ Phone No: _____

Deliver Form to: Lane County Management Services/Purchasing
125 E. 8th Ave.
Eugene, OR 97401
Attn: Gail Murray, Purchasing Manager
Ph: (541) 682-8597 Fax: (541) 682-8594

IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS WITH THE CONTRACT BID NUMBER AND PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.

STANDARD PROVISIONS

21.130 Standard Contract Provisions.

The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) For public improvement and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.

(6) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(7) With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under

these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (7) does not apply to contracts for purchase of goods or personal property.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(8) The hourly rate of wage to be paid by any contractor or subcontractor to workers upon all public works shall be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.800 to ORS 279C.850. For projects covered by the federal Davis-Bacon Act (40 USC 276a), contractors and subcontractors shall pay workers the higher of the state or federal prevailing rate of wage.

(9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.

(10) As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual, OAR 137-030-0010, Commentary 4. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(11) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract.

(12) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shall have no further obligation to the contractor for payments beyond

the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(13) By execution of this contract, contractor certifies, under penalty of perjury that:

(a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and

(b) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

(14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal.

(15) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(16) Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(17) The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(18) All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.

(19) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

(21) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.

(22) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

(23) As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(24) As to public improvement contracts for demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

(25) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract. *(Revised by Order No. 98-12-2-4, Effective 12.2.98; 04-6-30-12, 6.30.04; 05-2-16-8, 2.28.05; 05-12-14-9, 1.1.06)*

SAMPLE PROPOSED CONSTRUCTION CONTRACT

In consideration of the covenants herein below set forth _____, hereafter referred to as **CONTRACTOR**, and **LANE COUNTY**, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereafter referred to as **LANE COUNTY**, mutually contact as follows:

1. **CONTRACTOR** agrees and covenants to provide Passenger Elevator Upgrade Services to the 2 elevators located in the Public Service Building at 125 East 8th Avenue at an estimated total cost to **LANE COUNTY** of \$ _____, complete with all material, labor and equipment as may be necessary for the faithful and professional performance of this contract and as may be required by **LANE COUNTY** in accordance with county bid documents, provisions and specifications and the bid submitted.
All of which are attached hereto and hereby incorporated herein. All of said documents attachment, together with this contract and attachments constitute the contract documents.
2. Any conflict or difference between the contract documents shall be called to the attention of **LANE COUNTY** by **CONTRACTOR** before proceeding with the affected work. In case of any conflict or any discrepancy between the contract documents, the specific provisions of this contract shall have priority over all others.
3. **CONTRACTOR** agrees to complete full performance in accordance with the terms of the bid proposal.
4. Any progress payment shall be due according to contract specifications; final payment shall be due when the contract has been fully performed according to its terms. **LANE COUNTY** shall make payment when **CONTRACTOR** submits evidence satisfactory to **LANE COUNTY** of having appropriately paid all payrolls, material bills, and other indebtedness connected with the work, and of having fully complied with all laws and terms of the contract. Payment shall be made promptly in accordance with ORS 279C.505, and both parties shall have all the rights and duties specified in ORS 279C.515 (incorporated herein by this reference), and including the right to withhold retainage in ORS 279C.550 - ORS 279C.565.
5. **CONTRACTOR** agrees that **LANE COUNTY** shall not be responsible or liable to pay any sum of money over the contract total of \$ _____, except that **LANE COUNTY** agrees to pay **CONTRACTOR** based on actual quantities of work performed and other basis of payment specified, taking into account any amounts that may be deductible under this contract, provided that the work performed is in accordance with the contract, and is covered, if necessary for **LANE COUNTY** budget purposed, by a contract amendment; and that **LANE COUNTY** shall not be liable or responsible for any payment for additional work or cost unless **LANE COUNTY** specifically assumes in writing such responsibility and liability on and by itself.
6. **CONTRACTOR** shall comply with all provisions of LM Chapters 20 & 21.130, attached and incorporated by this reference.
7. Workers in each trade or occupation employed in the performance of the contract by **CONTRACTOR** or any subcontractor, as referenced in ORS 279C.830 and 279C.840, shall be paid not less than the prevailing minimum hourly rate of wage on the date of **CONTRACTOR'S** bid, determined by the Commissioner of the Oregon Bureau of Labor. For each week during which workers are employed upon the public work, **CONTRACTOR**, any subcontractor or their sureties, shall file monthly certificates of rate of wage as required by ORS 279C.895. If **LANE COUNTY** determines at any time that the prevailing rate

of wages has not or is not being paid as required herein, it may retain for the moneys due to **CONTRACTOR** an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract. **CONTRACTOR** shall be liable to the works affected for failure to pay the required rate of wage in the amount of their unpaid minimum wages, including all fringe benefits under ORS 279C.840(5), and in an additional amount equal to said unpaid wages as liquidated damages.

8. The **CONTRACTOR** shall pay a fee of one/tenth of one percent (0.1%) of the price of this contract to the Bureau of Labor and Industries subject to the limits in ORS 279C.825. The fee shall be paid on or before the first progress payment or 60 days from the date work first began on the contract, whichever comes first.
9. The performance of this contract is at the **CONTRACTOR'S** sole risk. The service or services to be rendered under this contract are those of an independent contractor who is not an officer, employee or agent of the County as those terms are used in ORS 30.265. **CONTRACTOR** is solely liable for any workers' compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by the **CONTRACTOR** shall be similarly responsible.
10. **CONTRACTOR** agrees to indemnify, defend and hold **LANE COUNTY**, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses included but not limited to attorney's fees and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the fault of the **CONTRACTOR**, the Contractor's agents, representatives or subcontractors, in the performance of or failure to perform this contract. However, Contractor shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's negligence.
11. By execution of this contract, **CONTRACTOR** certifies under penalty of perjury that to the best of **CONTRACTOR'S** knowledge, **CONTRACTOR** is not in violation of any tax laws described in ORS 305.380(4) and **CONTRACTOR** has not discriminated against minority, women or small business enterprises in obtaining any required subcontract.
12. By execution of this contract, **CONTRACTOR** agrees to have an employee drug testing program in place at the time of executing the contract, and that such a program will be maintained throughout the contract period, including any extensions. The failure of contractor to have, or, to maintain such a drug testing program is grounds of immediate termination of the contract. The **CONTRACTOR** shall require each subcontractor providing labor for the project to also comply with this drug testing program requirement.

Lane County shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of contract's drug testing program. Nothing in this drug testing provision shall be construed as requiring contractor to violate any legal, including constitutional, rights of any employee, including but not limited to, selection of which employees to test and the manner of such testing. Lane County shall not be liable for Contractor's policy, or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing work covered by this contract. These are contractor's sole responsibilities and nothing in this provision is intended to create any third party beneficiary rights against the county.
13. Contractor may only substitute a first-tier subcontractor that was not disclosed under ORS 279C.370(2) in accordance with statutory criteria, including demonstration of inadvertent error, the subcontractor's failure or refusal to execute or perform under a written contract, to meet bond

requirements, to perform substantially satisfactory work or affirmatively causing substantial delay or disruption to work progress, subcontractor's bankruptcy or insolvency, or failure to be registered with Construction Contractors Board if required, or otherwise be eligible to work on a public improvement project pursuant to applicable statutory provisions.

Contractor is solely responsible for ensuring that any subcontractor selection and substitution has been in accordance with all legal requirements. Lane County shall not be liable, either directly or indirectly, in any dispute arising out of Contractor's actions with regard to subcontractor selection and substitution.

14. **LANE COUNTY** reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, plant, or contractor with which **LANE COUNTY** has reasonable grounds to believe is or may be operating in violation of any local, State or Federal laws or which is the subject of pending litigation.
15. Modifications or amendment to this contract shall be effective only if in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have executed this contract on the below said date.

CONTRACTOR

LANE COUNTY, OREGON

William A. VanVactor
County Administrator

By _____

Date _____

Contractors ID # _____

Telephone Number

APPROVED AS TO FORM

Date _____ Lane County

Address

OFFICE OF LEGAL COUNSEL

City State Zip

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

As PRINCIPAL, and _____

_____ As SURETY, are hereby held and firmly bound unto Lane County as

(OWNER) in the penal sum of _____

_____ (\$ _____) for the payment which, and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrator, successors and assigns.

The condition of the above obligation is such that whereas the PRINCIPAL has submitted to (OWNER) a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the PRINCIPAL shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish bonds for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the (same) shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID, and said SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals and such of them as are corporations have caused their seals to be affixed and these presents to be signed by their proper officers, the day and year first set forth below.

Principal

Surety

By _____

By _____

Date _____

Date _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we

as principal, and _____, a
corporation organized and existing under and by virtue of the laws of the State of _____
and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and
severally held and bound unto the Lane County, in the sum of

(_____),
for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators
and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the principal has made and entered into a certain contract, a copy of which is
attached hereto, with Lane County, Oregon, which contract, together with the applicable plans, Standard
Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part,
whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements,
plans and specifications which are set out in the contract and all authorized modifications of the contract
which increase the amount of the work and the amount of the contract. Notice to the surety of any of the
immediately foregoing are waived.

NOW, THEREFORE, if the principal shall make payment promptly, as due to all subcontractors
and to all persons supplying to the Contractor or its subcontractors, equipment, supplies, labor or
materials for the prosecution of the work, or any part thereof, provided for in said contract, and shall
in performing the contract pay and cause to be paid not less than the State of Oregon Bureau of Labor
and Industries prevailing wage rates in effect as of the date of the bid by Lane County, per hour, day
and week for and to each and every worker who may be employed in and about the performance of the
contract and shall pay all contribution of amounts due for workers' compensation and all amounts due
the State Unemployment Compensation Trust Fund from such Contractor or subcontractors incurred in
the performance of said contract, and pay all sums of money withheld from the Contractor's
employees and payable to the State Department of Revenue, and shall pay all other just debts, dues
and demands incurred in the performance of the said contract and shall pay Lane County such damages
as may accrue to Lane County under the contract, then this obligation is to be void, otherwise to
remain in full force and effect, provided that surety will remain liable to satisfy the claim of any
worker affected by the failure of the principal or any subcontractor under the contract to pay the
minimum rate of wage in accordance with the contract in the amount of the unpaid minimum wages
and an additional amount equal thereto as liquidated damages.

Nonpayment of the bond premium will not invalidate this bond nor shall Lane County, be obligated for the payment thereof.

This Bond is given and received under the authority of ORS Chapter 279C.375(3)(b) and ORS 279C.380, the provisions of which relating to payment bonds are incorporated into this Bond by this reference.

Witness our hands this _____ day of _____, 20_____.

Principal

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Principal

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Surety

By _____
Attorney in Fact

(A power of Attorney for the Attorney in fact must be attached to this bond)

By _____
Agent

Surety's Seals Must Be Affixed

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we

as principal, and _____, a
corporation organized and existing under and by virtue of the laws of the State of _____
and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and
severally held and bound unto the Lane County, in the sum of

(_____),

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators
and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the principal has made and entered into a certain contract, a copy of which is
attached hereto, with Lane County, Oregon, which contract, together with the applicable plans, Standard
Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part,
whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements,
plans and specifications which are set out in the contract and all authorized modifications of the contract
which increase the amount of the work and the amount of the contract. Notice to the surety of any of the
immediately foregoing are waived.

NOW, THEREFORE, if the principal shall faithfully and truly observe and comply with the terms,
conditions and provisions of the contract, in all respects, and shall well and truly and fully do and
perform all matters and things by it undertaken to be performed under the contract, upon the terms
set forth and within the time prescribed therein, or as extended as provided in the contract, and
agrees to indemnify, defend and hold Lane County, its Commissioners, agents, officers and employees
harmless and defend all damages, losses and expenses including but not limited to attorney's fees and
to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of
the principal, the principal's agents, representatives or subcontractors, in the performance of or
failure to perform this contract. However, principal shall not be required to indemnify any indemnitee
to the extent the damage, loss or expense is caused by the indemnitee's negligence and shall in all
respects perform said contract according to law, then this obligation is to be void, otherwise to remain
in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Lane County be obligated for the payment thereof.

This Bond is given and received under the authority of ORS 279C.375(3)(b) and ORS 279C.380, the provisions of which relating to performance bonds are incorporated into this Bond by this reference.

Witness our hands this _____ day of _____, 20_____.

Principal

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Principal

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Surety

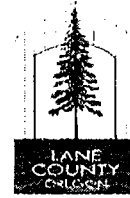
By _____
Attorney in Fact

(A power of Attorney for the Attorney in fact must be attached to this bond)

By _____
Agent

Surety's Seals Must Be Affixed

LANE COUNTY PURCHASING
3040 NORTH DELTA HIGHWAY
EUGENE, OR 97408
(541) 682-8597
FAX (541) 682-8594



February 15, 2007

TO: All Bidders

FROM: Gail Murray, Purchasing Manager

SUBJECT: Elevator Upgrade Services for Lane County LCB 2007-03

ADDENDUM #1

The above RFB is amended/clarified as follows:

1. The following date and time have been set for sub contractors to view the project site:
Wednesday, February 21, 2007
10:00 am
Meet in the Public Service Building - 125 E 8th Avenue -
Basement level in front of the elevators.
2. Revised Bid Due Date. Bid due date has been extended to Monday, March 5, 2007.
Time and location remain unchanged.

All other terms, conditions and specifications of the above-mentioned bid remain unchanged.
Please contact the Purchasing office at (541) 682-8597, or Dan Banducci, Facilities Maintenance
at (541) 682-4419 if you have any questions regarding this addendum.

LANE COUNTY PURCHASING
3040 NORTH DELTA HIGHWAY
EUGENE, OR 97408
(541) 682-8597
FAX (541) 682-8594



February 20, 2007

TO: All Bidders

FROM: Gail Murray, Purchasing Manager

SUBJECT: Elevator Upgrade Services for Lane County LCB 2007-03

ADDENDUM #2

The above RFB is amended/clarified as follows:

The following questions were received:

1. Do you want to include an Interim Maintenance Period for the time that the elevators are being worked on?
Suggestion of requesting pricing per month/per unit in the bid
A:
2. 10 day project completion timeline. Can this be revised?
A:
3. Page 13, Firm Qualifications #6: delete - installed a Security and Access Control system.
Replace with: performed similar Elevator Upgrade Services for.
4. Page 15, #15 - Door operator replacement?
A:
5. Discussion about hydraulic jacks - single bottom
A:
6. Page 16, #23 & 24 Add cable?
A:
7. Page 31 #6 - References to LM? LM is Lane Manual. LM 21.130 is included in the bid packet on pages 27-30. The entire Chapter 21 of Lane Manual can be accessed on Lane County's website at <http://www.lanecounty.org/LaneManual/default.htm>

8. Main line disconnect?

A:

10. Toe Guard?

A:

11. Car doors - Stop bumper?

A:

12. Page 16 - Will a Hall position indicator (on outside wall of elevator) be required?

A:

13 - Any chance that there will be a bid time extension?

A:

14. Page 8/9 of specification - Will monthly progress payments be allowed? The specification appears to be a lump sum payment after successful completion of all items listed on Page 8. Contractor will carry significant costs and is requesting to submit a schedule of values for Engineering/Procurement, Material fabrication, Delivery and monthly progress payments for work performed in any given month. Please advise.

A:

15. Page 13, Firm Qualifications, Item 6 - References for Security and Access Control are required. Will Access Control be part of the work? We do not see any such requirement in the body of the specification. Is there a card reader being installed?

A: See response to #3 above.

16. Page 13, Part 1, item 7 - A realistic time frame to complete each car is six weeks from beginning to end. Will the time frame be extended? Are there any Liquidated Damages or Consequential Damages associated with the published time frame?

A:

17. Page 14, item 4 - Seismic fishplates are not required by Code on a hydraulic elevator. Do you still want this to be included?

A:

18. Page 14, item 16 - A.D.A. handrails - how many? Only one on rear wall is required by Code.

A:

19. Page 14 - Work by Others included in proposal - We are to include the work by others itemized. If additional items are required by State Elevator Division, will there be a Change Order to elevator contractor to accomplish this?

A:

20. Page 15, Item 11 - We need further clarification on the cab interior. It says to install new panels of like material with stainless steel protective rails. What is meant by stainless steel protective rails? Are we to install plastic laminate panels from top to bottom with a stainless edge? Is there a kick plate required or will the plastic laminate extend to the floor? For the vandal resistant car doors, is a 5SM material acceptable? Does it need to wrap around both sides of the door completely? Typically the material wraps around but stops an inch or so on the backside as it is concealed between the car and hoistway door.

A:

All other terms, conditions and specifications of the above-mentioned bid remain unchanged.
Please contact the Purchasing office at (541) 682-8597, or Dan Banducci, Facilities Maintenance at (541) 682-4419 if you have any questions regarding this addendum.

LANE COUNTY PURCHASING
125 E. 8th Avenue
EUGENE, OR 97401
(541) 682-4193
FAX (541) 682-8594



March 20, 2007

TO: All Bidders

FROM: Dan Banducci, Facilities Manager

SUBJECT: Revised Specifications for Elevator Upgrade Services for Lane
County LCB 2007-03

ADDENDUM #3

The above RFB is amended/clarified as follows:

- 1) The revised bid specifications are being e-mailed with hard copies being mailed. The "REVISED BID SPECIFICATIONS" replace pages 13 through item 44 at the top of page 17.
- 2) Jackie Owen has replaced Gail Murray as the purchasing contact. Her number is (541)682-4193, e-mail Jackie.owen@co.lane.or.us . Jackie's back-up is Michael Barnhart at (541)682-4199, e-mail Michael.barnhart@co.lane.or.us
- 3) Bids are due no later than noon on April 4, 2007.
- 4) Bid opening will be at 2:00 p.m. on April 4, 2007.
- 5) Mailing address has changed to Lane County Purchasing, 125 East 8th Avenue, Eugene, OR 97401, Attn: Jackie Owen. Fax number has changed to (541)682-6743.

All other terms, conditions and specifications of the above-mentioned bid remain unchanged. Please contact the Purchasing office at (541) 682-4193, or Dan Banducci, Facilities Maintenance at (541) 682-4419 if you have any questions regarding this addendum.

LANE COUNTY PURCHASING
125 E. 8th Avenue
EUGENE, OR 97401
(541) 682-4193
FAX (541) 682-6743



March 22, 2007

TO: All Bidders

FROM: Dan Banducci, Facilities Manager

SUBJECT: Reply to Questions from Original Specification for Lane County LCB
2007-03

ADDENDUM #4

Reply to questions from the pre-bid meeting:

1. page 13, part 1, item 7: The noted time schedule of 7 days is not realistic. A more realistic schedule would be:
 - a. Shop Drawings: 2-3 weeks
 - b. Review Shop Drawings: 1.5 weeks
 - c. Manufacture and Ship Elevator Equipment: 8-10 weeks
 - d. Install Elevator Equipment: 6-7 weeks per car
 - e. Total Project: 23.5-28.5 weeks
2. page 14, item 4: Seismic Rated fishplates are required on ALL elevators under a new construction project. Since this is a Modernization we feel very strong the Seismic rated fishplates must be installed for the safety of the elevator passengers and the elevator equipment.
3. page 15, item 11: if you want we can prepare a Specification for the cab interior.
4. page 15, #15: Retain existing car door operator
5. Hydraulic jack is a double bottom
6. page 16, #23 & #24; Install new traveling cables
7. Main line disconnects should be OK.
8. A new toe guard is required on the car.
9. There are no stop bumpers on the car doors.
10. A hall position indicator will not be required.

LANE COUNTY PURCHASING
125 E. 8th Avenue
EUGENE, OR 97401
Phone (541) 682-4193
FAX (541) 682-6743



APRIL 2, 2007

TO: All Bidders
FROM: Dan Banducci, Facilities Manager
SUBJECT: Elevator Upgrade Services for Lane County LCB 2007-03

ADDENDUM #5

The above RFB is amended as follows:

1. The deadline for pre-bid questions is 5:00p.m. Wednesday, April 4, 2007. Submit questions to Dan Banducci at Dan.Banducci@co.lane.or.us or, Jackie Owen at Jackie.Owen@co.lane.or.us.
2. Bids are due no later than noon on Wednesday, April 11, 2007
3. Bid Opening is 2:00p.m. on Wednesday, April 11, 2007

All other terms, conditions and specifications of the above-mentioned bid remain unchanged as of this date.

Please contact Dan Banducci, Facilities Maintenance at (541) 682-4419 or, Jackie Owen at (541) 682-4193 if you have any questions regarding this addendum.

LANE COUNTY PURCHASING
125 E. 8th Avenue
EUGENE, OR 97401
Phone (541) 682-4193
FAX (541) 682-6743



APRIL 9, 2007

TO: All Bidders

FROM: Dan Banducci, Facilities Manager

SUBJECT: Elevator Upgrade Services for Lane County LCB 2007-03

ADDENDUM #6

The above RFB is amended as follows:

1. Lane County is strongly opposed to the issue of advance payments. This process circumvents the public and state statutes that govern the public Improvement process. The County will abide by the prompt payment policy outlined in ORS 279.570 and as specified on pg.8 of the Revised Bid Specification Document.
2. Bids are due no later than noon on Wednesday, April 11, 2007
3. Bid Opening is 2:00p.m. on Wednesday, April 11, 2007

All other terms, conditions and specifications of the above-mentioned bid remain unchanged as of this date.

Please contact Dan Banducci, Facilities Maintenance Manager at (541) 682-4419 or, Jackie Owen at (541) 682-4193 if you have any questions regarding this addendum.

Northwest Elevator Company

17700 SW Upper Boones Ferry Road
Suite 140
Portland, OR 97224



April 10, 2007

Dan Banducci
Management Services
125 E. 8th Ave.
Eugene, OR 97401

Reference: Bid Number LCB 2007-3
 PSB Elevator Upgrade

Dear Dan:

Thanks you for the opportunity to bid on the Elevator Upgrade Project and the Lane County Public Service Building. We are submitting our bid specified in the Bid Documents including Addendums 1-6.

Please call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Trieste Andrews". The signature is fluid and cursive, written over the word "Sincerely,".

Trieste Andrews
Account Manager
503-597-2412 Direct
503-849-4189 Cell
503-597-0042 Fax

LANE COUNTY BID SUBMISSION FORM

LCB2007-03

The undersigned, as bidder, declares that he/she has carefully examined the specifications and requirements of the Lane County Passenger Elevator Upgrade, and agrees if they are the successful bidder that they will contract with Lane County to furnish the services as specified in this document.

Bidders may withdraw their bid at any time prior to the date of the opening. However, all bids shall be irrevocable for sixty (60) days after bid closing date.

Contract is subject to budget and contract approval by the Board of Commissioners.

The bidder hereby certifies that the system he/she X is proposing meets or exceeds all specifications contained in this invitation to bid.

The bidder hereby certifies that he/she is X or is not a resident bidder, as defined in ORS 279A.120, of the State of Oregon.

By initialing this space DF, bidder hereby certifies that they will comply with the provisions of ORS 279C.800 through ORS 279C.870 concerning prevailing wage.

By initialing this space DF, bidder hereby certifies per ORS 279A.110 that he/she has not discriminated against minority, women, or emerging small businesses in obtaining any subcontractors.

By initialing this space DF, bidder hereby certifies that to the best of bidder's knowledge, she/he is in compliance with all the Oregon tax laws described in ORS 305.380(4).

By initialing this space DF, bidder hereby certifies that to the best of bidder's knowledge, she/he is submitting this without connection or agreement with any other person, firm or corporation making a bid in response to the bid solicitation, and is in all aspects fair and without collusion or fraud.

By initialing this space DF, bidder hereby certifies that:

- The bidder will have a drug testing policy in place at time of contract award.
- The bidder shall maintain the drug testing policy for the duration of the contract.
- The bidder shall require each subcontractor providing labor to this contract to comply with its drug testing requirements.
- A copy of the Bidders current written employee drug testing policy will be available for inspection by the County at any time upon the County's request.
- Lane County shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights or any employee, including but not limited to, selection of which employees to test and the manner of such testing. The County shall not be liable for Contractor's negligence in establishing or implementing, failure to establish or implement a drug testing policy, or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing work covered by this contract. These are the Bidder/Contractor's sole responsibilities.

BID SUBMISSION FORM (CONTINUED)

By initialing this space DF, bidder hereby certifies that its certifications above will become a continuing part of the Contract and that breach of any of these may be sufficient grounds for disqualification under ORS 279C.440.

x References are included

x Standards of Responsibility Information included (see below)

ORS 279C.375 defines the standards used in determining whether the bidder is a responsible bidder. Comment on your firm's ability to meet these standards.

1. Availability of appropriate financial, material, equipment, facility and personnel resources and expertise or the ability to obtain the resources and expertise necessary to meet the contractual obligations of this bid.

See Attached Sheet

2. Record of performance in executing other bids for public works improvement projects.

See Attached Sheet

Bidder will complete the Work for the following price:

LUMP SUM BID: \$ 153,995.

ONE HUNDRED FIFTY THREE THOUSAND NINE HUNDRED NINETY FIVE AND
Bidder shall also propose prices for an hourly rate for installation to be used in change 00/100 DOLLARS
orders made under the contract resulting from the RFB.

Hourly rate for installation: \$ 150.

NORTHWEST ELEVATOR COMPANY

Firm's name (Print or type)


Signature

Dennis Fuller

17700 SW UPPER BOONES FERRY RD

Address

Print or type name

PORTLAND, OR 97224

112860

City State ZIP

CCB #

503-597-2412

6/25/2007

Telephone Number

CCB Expiration date

Firm's name (Print or type)


Signature

Dennis Fuller

Address

Print or type name

City State ZIP

CCB #

Telephone Number

CCB Expiration date

- 1. Availability of appropriate financial, material, equipment, facility and personnel resources and expertise or the ability to obtain the resources and expertise necessary to meet the contractual obligations of this bid.**

Northwest Elevator Company was founded in Portland, OR, in 1985. However, in 1997 Northwest Elevator joined a growing number of independent companies under the United Technologies/Otis elevator umbrella. It was a means of keeping the entrepreneurial spirit of an independent smaller company together with the financial and technical resources of a larger well-established organization. Although Northwest still prides itself on customer service, we now can take advantage of Otis Elevator's financial background and unlimited resources. It is a company of approximately 61,000 employees with more than 1.5 million elevators and escalators serviced worldwide, which does more than \$9,575,000,000 annually. Yet, even though we have the backing of a billion dollar company in support and resources, Northwest prides itself on customer service. Unlike many of our competitors, we believe in a manageable route that is within emergency call service to our customers:

- In addition to a 5 person staff office, Northwest Elevator employs 3 maintenance crews, 3 modernization crews and 2 repair crews. **Northwest employs four technicians who work and reside within a 20 mile radius of Eugene.**
- 2 of our four technicians in Eugene are dedicated to the maintenance side of the business only. The remaining two work as a modernization and repair crew. **This means that in case of emergency, our team is no further than a 20 minute response time.**
- Our mechanics are knowledgeable in every phase and manufacture of the elevator industry. Northwest Elevator offers both in-house and off-site training for our technicians, and three of our mechanics are certified as adjusters.
- Northwest maintains demanding campus and governmental environments, such as the University of Oregon, Lane Community College, City of Salem, State of Oregon, and Western Oregon University, among others.

- 2. Record of Performance in executing other bids for public works improvement projects.**

Northwest Elevator works extensively with public works projects. We have not only modernized numerous elevator units with the University of Oregon but we maintain all their campus elevators as well. Over the years, the University has been kind enough to issue multiple letters of recommendation and praise for our mechanics' work. We have those on file if you would like copies. In addition to the University, Northwest also maintains all of the elevators for the State of Oregon. Again, we have completed a number of modernizations for the State of Oregon with all the rules and regulations required by the State. Additionally, Northwest Elevator has completed modernization and repair jobs for city jurisdictions in Salem, Portland, and Albany. Northwest is conversant in all requirements such as BOLI, Bonding requirements and insurance requirements.

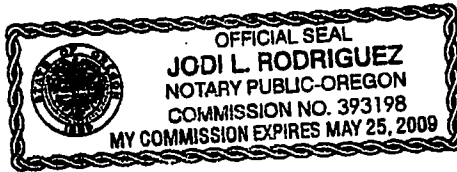
BID SUBMISSION FORM (CONTINUED)

Signed and sworn to before me this 27 day of
February, 2007.

Jodi A. Rodriguez
Notary Signature

Notary Public for the State of Oregon

My Commission expires: May 25, 2009



REFERENCES

(MUST BE RETURNED WITH BID)

(Note: The information on this form may be utilized by Lane County to consider whether a bidder has met the standards of responsibility set forth in ORS 279C.375. Bidder authorizes Lane county to contact any person listed on this form for the purpose of investigating responsibility. Failure to provide complete information may be grounds for bid rejection.)

1. Bidder Information:	
a. Business Name:	Northwest Elevator Company
b. Owner Name:	
c. Business Address:	17700 SW Upper Bonnes Ferry Rd.
d. Business Phone Daytime:	503-225-1951
e. Number of Employees:	24
f. Date Business Established:	1985
g. Insurance Agent Name:	Liberty Mutual Insurance
h. Insurance Agent Address:	199 Water Street, NY, NY 10038
i. Insurance Agent Phone:	212-479-3727

2. FOR THIS PROJECT ONLY:	
a. Name of Job Supervisor:	Steve Sorensen
b. Business Phone Daytime:	503-597-2401
c. Business Address:	17700 SW Upper Boones Ferry Rd., Portland OR 97224

3. REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE: Offeror shall provide a list of three different project references with the offer that can be contacted regarding the quality of workmanship and service in the offering provided on projects of comparable size and scope.

a.	Name of Project:	
	Project Location:	See Attached Reference Sheet
	Project Date:	
	Firm Name for Contact Person #1	
	Name of Contact Person #1	
	Telephone Number for Contact Person #1	
	Fax Number for Contact Person #1	
	Firm Name for Contact Person #2	
	Name of Contact Person #2	
	Telephone Number for Contact Person #2	
	Fax Number for Contact Person #2	
b.	Name of Project:	
	Project Location:	
	Project Date:	
	Firm Name for Contact Person #1	
	Name of Contact Person #1	
	Telephone Number for Contact Person #1	
	Fax Number for Contact Person #1	
	Firm Name for Contact Person #2	
	Name of Contact Person #2	
	Telephone Number for Contact Person #2	
	Fax Number for Contact Person #2	
c.	Name of Project:	
	Project Location:	
	Project Date:	
	Firm Name for Contact Person #1	
	Name of Contact Person #1	
	Telephone Number for Contact Person #1	
	Fax Number for Contact Person #1	
	Firm Name for Contact Person #2	
	Name of Contact Person #2	
	Telephone Number for Contact Person #2	
	Fax Number for Contact Person #2	

4. SUBCONTRACTING TO EMERGING SMALL BUSINESS: Offeror will provide the company names for any certified Emerging Small Business companies that they intend to utilize in the performance of this contract.

References

Project Name & Location	Project Date	Contact Name and Numbers
University of Oregon, Lawrence Hall Eugene, OR	11/25/2005	Eric Blachly, Maintenance Supervisor University of Oregon 541-346-2214 Phone 541-346-2299 Bill Kaspar, Purchasing Mgr 541-346-1525 Phone 541-346-6611 Fax
Pringle Parkade High Street Salem, OR	2/10/2006	Tye Godfrey, Mgmt Analyst City of Salem 503-588-6306 Phone 503-588-6399 Fax Bob Miller, Facility Manager 503-588-6306 Phone 503-588-6399 Fax
Salem Hospital Parking Garage Salem, OR	6/15/2006	Greg Gloe, Facility Manager Salem Hospital 503-561-5368 Phone 503-561-4782 Fax

Name: _____
 Name: _____
 Name: _____
 Name: _____

OFFICE OF MINORITY, WOMEN, AND EMERGING SMALL BUSINESS (OMWESB)
CERTIFICATION

NOTE: This section is for informational purposes only and shall not be considered in the evaluation of the bid or award of a contract.

Bidders that are certified by the Oregon Office of Minority, Women Owned, and Emerging Small Business, shall provide their Certification Number for any applicable certification listed below. Bidders are required to return this document with their Bid:

Type of Certification	Certification Number
Disadvantaged Business Enterprise (DBE)	
Minority Business Enterprise (MBE)	
Women Business Enterprise (WBE)	
Emerging Small Business (ESB)	

To verify certification, or for more information related to certification, please go to the following Internet site:

<http://fimd10.cbs.state.or.us/ex/dir/omwesb/>

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **NORTHWEST ELEVATOR COMPANY**
17700 SW Upper Boones Ferry Rd. (Here insert full name and address or legal title of Contractor)
Portland, OR 97224

as Principal, hereinafter called the Principal, and **LIBERTY MUTUAL INSURANCE COMPANY**
175 Berkely Street (Here insert full name and address or legal title of Surety)
Boston, MA 02117

a corporation duly organized under the laws of the State of MA
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

LANE COUNTY, OR
125 E. 8th Avenue, Eugene, OR 97401

as Obligee, hereinafter called the Obligee, in the sum of

Ten percent of amount bid. Dollars (\$ 10% of Amount Bid,
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
**MODERNIZATION AND IMPROVEMENTS OF TWO HYDRAULIC PASSENGER
ELEVATORS @ THE LANE COUNTY PUBLIC SERVICE BUILDING**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain
in full force and effect.

Signed and sealed this 12th day of February 2007

(Witness)

NORTHWEST ELEVATOR COMPANY
(Principal) (Seal)

(Title)

Grace Laterza (Witness)

LIBERTY MUTUAL INSURANCE COMPANY
(Surety) (Seal)

Betty Calderon (Title) Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

GLENN J. PELLETIERE, BETTY CALDERON, VIVIAN CARTI, CYNTHIA FARRELL, DEBRA A. DEMING, ROBERT P. McDONOUGH, HALINA KAZMIERCZAK, THOMAS RHATIGAN, ELIZABETH MARRERO, SANDRA DIAZ, EVANGELINA L. DOMINICK, ALL OF THE CITY OF NEW YORK, STATE OF NEW YORK

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100** DOLLARS (\$ 50,000,000.00) each, and the

execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Gamet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 20th day of March, 2006.

LIBERTY MUTUAL INSURANCE COMPANY

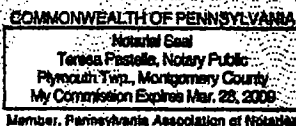
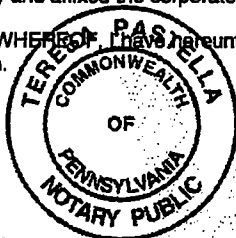
By Gamet W. Elliott
Gamet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 20th day of March, 2006, before me, a Notary Public, personally came Gamet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 12th day of FEBRUARY, 2007.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ASSETS

	Current Year			Prior Year
	1	2	3	4
	Assets	Nonadmitted Assets	Not Admitted Assets (Cols. 1-2)	Not Admitted Assets
1. Bonds (Schedule D)	12,555,542,894		12,555,542,894	11,780,170,504
2. Stocks (Schedule D):				
2.1 Preferred stocks	88,716,967		88,716,967	100,043,869
2.2 Common stocks	8,205,345,393		8,205,345,393	4,971,830,807
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens	38,800,000		38,800,000	
3.2 Other than first liens				
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$ 0 encumbrances)	311,128,829		311,128,829	243,401,547
4.2 Properties held for the production of income (less \$ 0 encumbrances)	1,198,481		1,198,481	1,137,839
4.3 Properties held for sale (less \$ 0 encumbrances)				
5. Cash (\$ 184,133,952, Schedule E-Part 1), cash equivalents (\$ 215,895,298, Schedule E-Part 2) and short-term investments (\$ 682,143,260, Schedule DA)	1,082,172,507		1,082,172,507	684,443,283
6. Contract loans (including \$ 0 premium notes)				
7. Other invested assets (Schedule BA)	2,218,240,434	2,997,844	2,218,240,434	2,188,963,959
8. Receivables for securities	31,345,343		31,345,343	37,846,647
9. Aggregate write-ins for invested assets				
10. Subtotal, cash and invested assets (Lines 1 to 9)	21,601,331,727	2,997,844	21,601,331,727	18,967,737,717
11. Title plants less \$ 0 charged off (for Title Insurance only)				
12. Investment income due and accrued	155,876,819		155,876,819	157,587,817
13. Premiums and considerations:				
13.1 Uncollected premiums and agents' balances in the course of collection	635,364,742	19,885,084	635,364,742	609,392,140
13.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ 0 earned but unbilled premiums)	1,378,405,401		1,378,405,401	1,373,321,091
13.3 Accrued retrospective premiums	681,889,782	82,853,635	681,889,782	689,841,443
14. Reinsurance:				
14.1 Amounts recoverable from reinsurers	389,753,189		389,753,189	341,630,954
14.2 Funds held by or deposited with reinsured companies	24,677,119		24,677,119	24,534,819
14.3 Other amounts recoverable under reinsurance contracts				
15. Amounts receivable relating to uninsured plans	2,347,430	2,347,430		
16.1 Current federal and foreign income tax recoverable and interest thereon	50,055,855		50,055,855	38,908,631
16.2 Net deferred tax asset	181,871,000	58,863,425	181,871,000	155,134,555
17. Guaranty funds receivable or on deposit	37,653,862		37,653,862	37,427,659
18. Electronic data processing equipment and software	211,871,029	187,598,081	211,871,029	41,621,830
19. Furniture and equipment, including health care delivery assets (\$ 0)	19,844,330	19,844,330		
20. Net adjustment in assets and liabilities due to foreign exchange rates				
21. Receivables from parent, subsidiaries and affiliates	264,222,535		264,222,535	
22. Health care (\$ 0) and other amounts receivable				
23. Aggregate write-ins for other than invested assets	623,773,617	83,584,685	440,184,632	419,042,678
24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23)	26,457,838,102	448,229,613	26,011,608,289	23,968,964,689
25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
26. Total (Lines 24 and 25)	26,457,838,102	448,229,613	26,011,608,289	23,968,964,689

DETAILS OF WRITE-INS				
0901.				
0902.				
0903.				
0998. Summary of remaining write-ins for Line 09 from overflow page				
0999. Totals (Lines 0901 through 0903 plus 0998) (Line 09 above)				
2301. Other assets	187,257,659	77,401,882	109,855,767	118,849,374
2302. Cash surrender value life insurance	143,031,219		143,031,219	125,957,197
2303. Equities and deposits in pools and associations	20,932,222		20,932,222	20,076,819
2398. Summary of remaining write-ins for Line 23 from overflow page	172,672,416	8,186,603	164,485,813	164,485,813
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	623,773,617	83,584,685	440,184,632	419,042,678

LIABILITIES, SURPLUS AND OTHER FUNDS		1 Current Year	2 Prior Year
1. Losses (Part 2A, Line 34, Column 8)		8,447,744,181	8,304,810,825
2. Reinsurance payable on paid losses and loss adjustment expenses (Schedule F, Part 1, Column 8)		51,369,870	26,308,650
3. Loss adjustment expenses (Part 2A, Line 34, Column 8)		1,934,981,139	1,886,423,890
4. Commissions payable, contingent commissions and other similar charges		80,856,873	83,471,480
5. Other expenses (including losses, licenses and fees)		313,895,822	321,334,169
6. Taxes, licenses and fees (excluding federal and foreign income taxes)		198,305,854	201,868,428
7.1 Current federal and foreign income taxes (including \$ 0 on realized capital gains (losses))			
7.2 Net deferred tax liability			
8. Borrowed money \$ 102,110,830 and interest thereon \$ 652,634		702,773,865	28,054,645
9. Unearned premiums (Part 1A, Line 37, Column 8) (after deducting unearned premiums for ceded reinsurance of \$ 2,218,043,782, and including warranty reserves of \$ 0)		2,792,538,119	2,892,556,149
10. Advance premiums		34,288,894	34,934,697
11. Dividends declared and unpaid			
11.1 Stockholders			
11.2 Policyholders		2,351,401	2,388,833
12. Ceded reinsurance premiums payable (net of ceding commissions)		817,519,942	801,804,061
13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 18)		2,180,118,995	2,187,584,813
14. Amounts withheld or retained by company for account of others		818,475,928	179,575,045
15. Reinsurance and items not allocated			
16. Provision for reinsurance (Schedule F, Part 7)		148,117,360	131,733,865
17. Net adjustments in assets and liabilities due to foreign exchange rates			
18. Drafts outstanding		313,708,532	341,653,889
19. Payable to parent, subsidiaries and affiliates		108,587,795	128,000,364
20. Payable for securities			
21. Liability for amounts held under unsecured accident and health plans			
22. Capital notes \$ 0 and interest thereon \$ 0			
23. Aggregate write-ins for liabilities		741,705,215	702,803,615
24. Total liabilities excluding protected cell liabilities (Lines 1 through 23)		18,088,911,457	18,791,514,782
25. Protected cell liabilities			
26. Total liabilities (Lines 24 and 25)		18,088,911,457	18,791,514,782
27. Aggregate write-ins for special surplus funds		781,222,478	787,881,198
28. Common capital stock		18,000,000	18,000,000
29. Preferred capital stock			
30. Aggregate write-ins for other than special surplus funds		1,250,000	1,250,000
31. Surplus notes		1,972,888,436	1,972,888,436
32. Gains paid in and contributed surplus		2,259,781,657	2,259,781,657
33. Unassigned funds (surplus)		3,148,440,841	3,148,440,841
34. Less treasury stock, at cost			
34.1 0 shares common (value included in Line 28 \$ 0)			
34.2 0 shares preferred (value included in Line 29 \$ 0)			
35. Surplus as regards policyholders (Lines 27 to 33, less 34) (Page 4, Line 38)		7,234,889,832	7,235,248,914
36. TOTALS (Page 2, Line 25, Col. 9)		26,011,809,289	25,948,954,692

DETAILS OF WRITE-INS			
2301. Other liabilities		182,180,871	185,443,281
2302. Reinsurance reserve - ceded		1,791,122,223	1,788,788,174
2303. Amounts held under reinsurance plans		473,271,898	447,833,198
2308. Summary of remaining write-ins for Line 23 from overflow page		153,989,533	154,957,431
2309. Totals (Lines 2301 through 2303 plus 2308) (Line 23 above)		741,705,215	702,803,615
2701. Referred surplus from reinsurance reinsurance		781,222,478	787,881,198
2702.			
2703.			
2708. Summary of remaining write-ins for Line 27 from overflow page			
2709. Totals (Lines 2701 through 2703 plus 2708) (Line 27 above)		781,222,478	787,881,198
3001. Surplus funds		1,250,000	1,250,000
3002.			
3003.			
3008. Summary of remaining write-ins for Line 30 from overflow page			
3009. Totals (Lines 3001 through 3003 plus 3008) (Line 30 above)		1,250,000	1,250,000

State of, Massachusetts
County of, Suffolk

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, regarding in the best of their information, knowledge and belief, respectively. Furthermore, the scope of this attestation by the described officers also includes the related corresponding electronic filing with the NAIC, when required, that is an exact copy (except for formatting differences due to electronic filing) of the enclosed statement. The electronic filing may be requested by various regulators in lieu of or in addition to the enclosed statement.

Edmund F. Kelly
(Signature)

Edmund Francis Kelly
(Printed Name)

Chairman of the Board, President & CEO
(Title)

Dexter R. Legg
(Signature)

Dexter Robert Legg
(Printed Name)

Vice President & Secretary
(Title)

Laurence Henry Boyer Voth
(Signature)

Laurence Henry Boyer Voth
(Printed Name)

Senior Vice President & Treasurer
(Title)

Subscribed and sworn to before me this

23 day of January, 2006

a. Is this an original filing?

YES [X] NO []

b. If no: 1. State the amendment number

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: Security and Access Control System Upgrade RFB # LCB 2007-03

BID CLOSING: Date: ~~February 20, 2007~~ Time: ~~2:00 PM~~ 12 Noon

DISCLOSURE DEADLINE: Date: ~~February 20, 2007~~ Time: ~~4:00 PM~~ 2:00 PM

SUBMITTAL REQUIREMENTS

April 11, 2007

Subcontractor disclosure is required on all public improvement contracts greater than \$100,000.

This form must be submitted at the location specified in the Invitation for Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each first tier subcontractor that will be furnishing labor with or without materials that is required to be disclosed, the dollar amount of the subcontract, and the category of work that the subcontractor will be performing. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED).

NAME	N/A	DOLLAR VALUE	CATEGORY OF WORK
1). _____	_____	\$ _____	_____
2). _____	_____	_____	_____
3). _____	_____	_____	_____
4). _____	_____	_____	_____

The above listed first-tier subcontractor(s) are providing labor or will be furnishing labor and materials with a Dollar Value equal to or greater than:

a) 5% of the total project bid (including all alternatives), but at least \$15,000. (If the dollar value is less than \$15,000 do not list the subcontractor above.)

or

b) \$350,000 regardless of the percentage of the total project bid.

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NONRESPONSIVE BID.
A NONRESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

Form Submitted By (Bidder Name): Northwest Elevator Company

Contact Name: Steven Sorensen Phone No: 503-597-2401

Deliver Form to: Lane County Management Services/Purchasing
125 E. 8th Ave.
Eugene, OR 97401
Attn: Gail Murray, Purchasing Manager
Ph: (541) 682-8597 Fax: (541) 682-8594

IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS WITH THE CONTRACT BID NUMBER AND PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.

Contract/P.O. #

BUYER'S SIG/INIT:

VENDORS & AMOUNTS BID

VENDORS & AMOUNTS BID

VENDORS & AMOUNTS BID

RFB ABSTRACT

RFB # LCB 2007-03

APRIL 11, 2007
2:00 P.M.

BID TITLE:

ELEVATOR UPGRADE SERVICES

Nwest Elevator

Kone Elevator

Thyssen-Krupp

NO BID

CCB# & EXPIRATION DATE

112860 6/28/07 *119 3/28/08* *142459 8/10/08*

BID BOND

✓ *✓* *✓*

FIRST TIER SUB-CONTRACTOR FORM

✓ *✓* *✓*

BASE BID

\$153,995.00 *\$194,000.00* *\$160,750.00*