



Bid Addendum # 2

February 8, 2021

Re: **ELEVATOR MODERNIZATION AND MAINTENANCE LANE COUNTY COURTHOUSE**

Dear Contractors,

Please accept this Bid Addendum #2 to the Elevator Modernization and Maintenance for Lane County Courthouse date January 12, 2021. Revisions to the original contract documents are as follows:

Due to unforeseen circumstances beyond control, and in the interest of providing as competitive a bidding process as possible for this project, one additional **mandatory** pre-bid site visit opportunity will be held on **Wednesday, February 17th, 2021 at 10:00 AM PST** for any potential bidders who did not attend the prior pre-bid site visit on Thursday, January 21st, 2021. While not required, bidders who attended the prior mandatory pre-bid site visit are encouraged to have at least one delegate present at the upcoming pre-bid site visit. Additionally, the bid date for this project has been extended to **Wednesday, March 10th, 2021 at 2:00 PM PST** and the bid documents are amended as shown in the attachment to this addendum.

See attachment for changes to the contract documents.

Please note receipt of Addendum #2 on your bid form and let us know if you have any questions utilizing the Request for Information Form provided in the contract documents.

Thank you,

A handwritten signature in black ink that reads "Matt Dapkus".

Matt Dapkus

Project Manager



**LANE COUNTY, OREGON
COUNTY ADMINISTRATION**

REQUEST FOR BIDS:

FOR

**ELEVATOR MODERNIZATION
AND MAINTENANCE
LANE COUNTY
COURTHOUSE**

BIDS DUE:

2:00 P.M. LOCAL TIME

WEDNESDAY, MARCH 10TH 2021



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ADVERTISEMENT FOR BIDS

Electronic bids will be received by Matt Dapkus, Project Manager, at matt.dapkus@lanecountyor.gov until **2:00 PM Local Time, Wednesday, March 10th 2021** at which time they will be opened for the following project:

ELEVATOR MODERNIZATION and MAINTENANCE LANE COUNTY COURTHOUSE

Briefly, the work is described as the complete modernization and subsequent maintenance of three (3) traction passenger elevators in the Lane County Courthouse located at 125 E. 8th Ave. Eugene, OR 97401. Bids are required for the entire work described in the bidding documents.

Bidding Documents

Complete copies of the bidding documents may be downloaded by any interested bidder, subcontractor, or supplier on or after 1/12/2021 from the Lane County procurement website at: https://www.lanecounty.org/government/county_departments/county_administration/operations/LaneCountyProcurement/rfps_bids_and_rfqs

Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting will be held at **10:00 AM Local Time, Thursday, January 21st 2021** at 125 E. 8th Avenue, Eugene, Oregon 97401 for the purpose of reviewing the work site and answering questions regarding this project. An additional, non-mandatory pre-bid meeting will be held at **10:00 AM Local Time, Wednesday, January 27th 2021**. Attendees are to meet the County's representative in the building lobby, just inside the SW entry. Attendance at the mandatory pre-bid meeting is required for proposers, and all other interested persons are invited to attend. To the extent possible, all CDC guidelines and Oregon State requirements regarding Covid-19 will be adhered to including the use of face covering and minimum 6-foot social distancing. Lane County will not consider a bid for this project unless the bidder's representative attended the mandatory pre-bid meeting and signed in on the form provided there.

Bid Submission

Each bid must be submitted on the required form and be accompanied by bid security in the form of cashier's check, certified check, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, or surety bond payable to Lane County in an amount of not less than ten percent (10%) of the amount of the bid. All bid documents must be completed and fully executed, then converted to PDF format and submitted as an attachment to an email. The subject line of the email must contain the word "Bid" and the name of the project listed above. Following the bid opening, the County may require that a bidder deliver the original executed copies of the bid form and bid security to the County prior to contract award.



Modifications and Addenda

The County may issue an addendum to modify or add to the terms of the Request for Bids, or to change the time or date for submission of bids. Any addendum will be issued by the County in writing and available for download (at least 72 hours prior to the time and date of when bids are due) from the Lane County procurement website with the bidding documents for this project at the URL address stated above. Each bidder is responsible to verify for itself if any addendum has been issued prior to submission of its bid; the County is not responsible to notify individual prospective bidders of the issuance of an addendum. The requirements or clarifications contained in any addenda issued must be included in the bids received and will become part of any resulting contract.

Other Bid Requirements

This project is for a public works subject to ORS 279C.800 to ORS 279C.870 regarding the payment of prevailing rates of wage to workers on the project.

Lane County will not consider a bid for this project unless the bidder is licensed by the Construction Contractors Board. This project does not require the Contractor or subcontractor to be licensed under ORS 468A.720 for asbestos abatement.

Disclosure of first-tier subcontractors is required within two (2) hours of the time stated for receipt of bids.

Lane County may reject a bid that does not comply with prescribed public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), and the County may reject for good cause all bids after finding that doing so is in the public interest.



BID FORM

**ELEVATOR MODERNIZATION AND PREVENTIVE MAINTENANCE
THREE (3) TRACTION PASSENGER ELEVATORS**

LANE COUNTY COURTHOUSE

**FORM OF BID FOR MODERNIZATION AND PREVENTIVE MAINTENANCE ON
VERTICAL TRANSPORTATION EQUIPMENT**

Bidder's Legal Name: _____

The project shall be completed entirely by the Elevator Contractor. This project shall be a "Turnkey Elevator Modernization". No extra cost or change orders shall be allowed. Elevator Contractor accepts full responsibility for the entire Elevator Project to be completed as per all Contract Documents and in full compliance with all codes, regulations and rules that are in force at the date stated on the Contract Documents.

The undersigned Bidder agrees to provide all engineering, tools, labor, materials and all services necessary for the completion of all work indicated and subject to all terms and conditions as stated in the following Elevator Modernization and Maintenance Contract Documents:

1. EXHIBIT A – INSTRUCTIONS TO BIDDERS AND BIDDING INFORMATION
 - COUNTY CONTRACT FORMS AND INSURANCE REQUIREMENTS
2. EXHIBIT B – GENERAL CONDITIONS FOR ELEVATOR MODERNIZATION
3. EXHIBIT C – SECTION 14 21 00 – TRACTION ELEVATOR
4. EXHIBIT D – GENERAL CONDITIONS AND SPECIFICATIONS FOR ELEVATOR FULL-SERVICE PREVENTIVE MAINTENANCE
5. EXHIBIT E – CONTRACT ACCEPTANCES

Additional forms included in the Contract Documents:

- REQUEST FOR INFORMATION FORM
- SUBSTITUTION REQUEST FORM

As used in these documents, the term "Owner" means "Lane County," a political subdivision of the State of Oregon.



Base Bid for Full Modernization of Three (3) Traction Passenger Elevators

\$ _____

Write Dollar Amount: _____ Dollars

Do not include the cost for the following items in the Base Bids:

- Other Work Required by the Elevator Contractor – Include in Item **B** below.
- Interim Elevator Preventive Maintenance - Include in Item **C** below.
- Warranty Elevator Preventive Maintenance - Include in Item **D** below.
- 4 Year Elevator Preventative Maintenance – Include in Item **E** below.

Other Work Required by the Elevator Contractor

As described in Exhibit C Section 1.02 A.

\$ _____

Write Dollar Amount: _____ Dollars

A. Interim Elevator Preventive Maintenance

Interim Preventive Maintenance will commence when the Notice to Proceed has been issued and will continue until the Warranty Maintenance begins. The scope of work required for the Interim Elevator Preventive Maintenance shall be as stated in Exhibit D – General Conditions and Specifications for Elevator Full-Service Preventive Maintenance.

1. Cost per Month

Elevator #1: \$ _____

Elevator #2: \$ _____

Elevator #3: \$ _____

TOTAL (Base Bid): \$ _____

2. Monthly payments, at the end of each and every month, will be made for each elevator that is part of this modernization contract.

3. Twenty-four (24) hours a day, seven (7) days a week, callbacks are included in the Interim Elevator Preventive Maintenance at no additional cost to Owner.

Hours of Work

1. All normal Work under the Contract is to be performed during regular working days of the elevator trade, Monday through Friday. Hours to be 8:00 a.m. to 4:30 p.m. or as mutually agreed.



2. Observed holidays by Owner and Elevator Contractor

Holiday	Elevator Contractor – Check all that apply.
New Years' Day	
Dr. Martin Luther King, Jr. Day	
Presidents Day	
Memorial Day	
Independence Day	
Labor Day	
Veterans Day	
Thanksgiving Day	
Friday after Thanksgiving	
Christmas Day	
Other	
Other	

3. Twenty-four (24) hours a day, seven (7) days a week, callbacks are included in the Interim Elevator Preventive Maintenance, at no additional cost to Owner.
4. All Work to be performed that is not included in this Contract will be authorized by Owner by written notification to Elevator Contractor prior to commencement of the Work.

- a. The maximum hourly rates shall be based on International Union of Elevator Constructors Journey (IUEC) Mechanic and Fourth Year Apprentice hourly rates for wages and benefits in the local IEUC jurisdiction, or prevailing wage requirement, if applicable, whichever is higher. Maximum rates are the combined total of the approved wage rate, plus a maximum company overhead rate of 35%, and a gross profit of 50%, such as the 2020/2021 rates below.

	MECHANIC	APPRENTICE	CREW
Straight Time	\$215.00	\$185.00	\$400.00
Straight Time + 70%	\$260.00	\$220.00	\$480.00
Straight Time + 100%	\$280.00	\$235.00	\$515.00

- b. The maximum material mark-up rate is fifteen percent (15%).
- c. Sixty (60) days' advance notification of price adjustments shall be submitted to Owner.
5. Requirement for Minimum Number of Hours of Preventive Maintenance
- a. Elevator Contractor shall provide, at a minimum, three (3) Mechanic hours onsite every other month, performing Preventive Maintenance.



- b. The minimum mechanic hours shall be the minimum actual hours performing the Preventive Maintenance duties, including those required by the Maintenance Control Program. These hours do not include callbacks, repairs, travel time, adjustments or testing.
- c. Documentation of hours is required for monthly payment due Elevator Contractor.
- d. If less than the stated hours of Preventive Maintenance are performed the prorated dollar value for the time short will be deducted from that month's invoice. Hourly dollar value for the Preventive Maintenance Hours is \$300.00.

6. Term

- a. The term of this Interim Elevator Preventive Maintenance shall be from when Notice to Proceed is issued until Modernization of the elevators is begins.

Warranty Elevator Preventive Maintenance

Warranty Preventive Maintenance will commence when the elevators have been accepted by Owner, State of Oregon Elevator Inspector and Elevator Consultant, which also includes the Elevator Contractor's completion of all punch list items required by the Elevator Inspector and Elevator Consultant. The Warranty Elevator Preventive Maintenance shall be for a one (1) year period. The scope of work required for the Interim Elevator Preventive Maintenance shall be as stated in Exhibit D – General Conditions and Specifications for Elevator Full-Service Preventive Maintenance.

1. Cost per Month

Elevator #1: \$ _____

Elevator #2: \$ _____

Elevator #3: \$ _____

TOTAL (Base Bid): \$ _____

- 2. Monthly payments, at the end of each and every month, will be made for each elevator that is part of this modernization contract.
- 3. Twenty-four (24) hours a day, seven (7) days a week, callbacks are included in the Warranty Elevator Preventive Maintenance at no additional cost to Owner.

Hours of Work



1. All normal Work under the Contract is to be performed during regular working days of the elevator trade, Monday through Friday. Hours to be 8:00 a.m. to 4:30 p.m. or as mutually agreed.

2. Observed holidays by Owner and Elevator Contractor

Holiday	Elevator Contractor – Check all that apply.
New Years' Day	
Dr. Martin Luther King, Jr. Day	
Presidents Day	
Memorial Day	
Independence Day	
Labor Day	
Veterans Day	
Thanksgiving Day	
Friday after Thanksgiving	
Christmas Day	
Other	
Other	

3. Twenty-four (24) hours a day, seven (7) days a week, callbacks are included in the Warranty Elevator Preventive Maintenance, at no additional cost to Owner.

4. All Work to be performed that is not included in this Contract will be authorized by Owner by written notification to Elevator Contractor prior to commencement of the Work.

- a. The maximum hourly rates shall be based on International Union of Elevator Constructors Journey (IUEC) Mechanic and Fourth Year Apprentice hourly rates for wages and benefits in the local IEUC jurisdiction, or prevailing wage requirement, if applicable, whichever is higher. Maximum rates are the combined total of the approved wage rate, plus a maximum company overhead rate of 35%, and a gross profit of 50%, such as the 2020/2021 rates below.

	MECHANIC	APPRENTICE	CREW
Straight Time	\$215.00	\$185.00	\$400.00
Straight Time + 70%	\$260.00	\$220.00	\$480.00
Straight Time + 100%	\$280.00	\$235.00	\$515.00

- b. The maximum material mark-up rate is fifteen percent (15%).
- c. Sixty (60) days' advance notification of price adjustments shall be submitted to Owner.

5. Requirement for Minimum Number of Hours of Preventive Maintenance



- a. Elevator Contractor shall provide, at a minimum, three (3) Mechanic hours onsite every other month, performing Preventive Maintenance.
- b. The minimum mechanic hours shall be the minimum actual hours performing the Preventive Maintenance duties, including those required by the Maintenance Control Program. These hours do not include callbacks, repairs, travel time, adjustments or testing.
- c. Documentation of hours is required for monthly payment due Elevator Contractor.
- d. If less than the stated hours of Preventive Maintenance are performed the prorated dollar value for the time short will be deducted from that month's invoice. Hourly dollar value for the Preventive Maintenance Hours is \$300.00.

6. Term

- a. The term of this Warranty Elevator Preventive Maintenance shall be for one (1) year from when until Modernization of the elevators is completed.

B. Elevator 4-Year Preventive Maintenance

The Elevator Preventive Maintenance will commence when the Elevator Warranty Preventive Maintenance one (1) year term is completed. The terms of Exhibit D – General Conditions and Specifications for Elevator Full-Service Preventive Maintenance shall apply to all maintenance work done by Contractor under this Contract.

1. Cost per Month

ELEVATOR	YEAR 1	YEAR 2	YEAR 3	YEAR 4
#1				
#2				
#3				
TOTAL				

2. Monthly payments, at the end of each and every month, will be made for each elevator which is part of this modernization contract.
3. Twenty-four (24) hours a day, seven (7) days a week, callbacks are included in the Warranty Elevator Preventive Maintenance at no additional cost to Owner.

Hours of Work

1. All normal Work under the Contract is to be performed during regular working days of the elevator trade, Monday through Friday. Hours to be 8:00 a.m. to 4:30 p.m. or as mutually agreed.
2. Observed holidays by Owner and Elevator Contractor



Holiday	Elevator Contractor – Check all that apply.
New Years' Day	
Dr. Martin Luther King, Jr. Day	
Presidents Day	
Memorial Day	
Independence Day	
Labor Day	
Veterans Day	
Thanksgiving Day	
Friday after Thanksgiving	
Christmas Day	
Other	
Other	

3. Twenty-four (24) hours a day, seven (7) days a week, callbacks are included in the Elevator Preventive Maintenance, at no additional cost to Owner.
4. All Work to be performed that is not included in this Contract will be authorized by Owner by written notification to Elevator Contractor prior to commencement of the Work.
 - a. The maximum hourly rates shall be based on International Union of Elevator Constructors Journey (IUEC) Mechanic and Fourth Year Apprentice hourly rates for wages and benefits in the local IEUC jurisdiction, or prevailing wage requirement, if applicable, whichever is higher. Maximum rates are the combined total of the approved wage rate, plus a maximum company overhead rate of 35%, and a gross profit of 50%, such as the 2020/2021 rates below.

	MECHANIC	APPRENTICE	CREW
Straight Time	\$215.00	\$185.00	\$400.00
Straight Time + 70%	\$260.00	\$220.00	\$480.00
Straight Time + 100%	\$280.00	\$235.00	\$515.00

- b. The maximum material mark-up rate is fifteen percent (15%).
 - c. Sixty (60) days' advance notification of price adjustments shall be submitted to Owner.
5. Requirement for Minimum Number of Hours of Preventive Maintenance

Elevator Contractor shall provide, at a minimum, three (3) Mechanic hours onsite every other month, performing Preventive Maintenance.



- a. The minimum mechanic hours shall be the minimum actual hours performing the Preventive Maintenance duties, including those required by the Maintenance Control Program. These hours do not include callbacks, repairs, travel time, adjustments or testing.
 - b. Documentation of hours is required for monthly payment due Elevator Contractor.
 - c. If less than the stated hours of Preventive Maintenance are performed the prorated dollar value for the time short will be deducted from that month's invoice. Hourly dollar value for the Preventive Maintenance Hours is \$300.00.
6. Term
- a. The term of this Elevator Preventive Maintenance shall be for four (4) years and shall begin after the 12-month Warranty term expires.

Elevator Installation Schedule

- 1. The construction schedule will begin at week 0, which is when a Contract is signed and a Notice to Proceed is issued by Owner and Elevator Contractor.
- 2. All elevator schedules for the elevator out of service shall be approved by Owner and Elevator Consultant.
- 3. The proposed construction schedule is:

PROPOSED CONSTRUCTION SCHEDULE	WEEKS FROM NTP
Provide Shop Drawings to Consultant	
Add 2 weeks for Consultant Review	
Equipment onsite	
Start of Modernization Car #1	
Start of Modernization Car #2	
Start of Modernization Car #3	
Elevator Modernization Completed	
Total # of weeks elevator out of service	



Bidder Statements and Certifications.

By signing this Bid, Bidder acknowledges and certifies that:

1. Contract form. If Lane County accepts this bid, the Contract that will be in the form attached to the bidding documents under the heading COUNTY CONTRACT FORM AND INSURANCE REQUIREMENTS. The terms of this contract form will prevail over any other term in the resulting contract.
2. Insurance. The insurance required for the work of this bid is the insurance amounts, endorsements, and coverages specified in the form titled "Insurance Coverages Required" and attached to the bidding documents under the heading COUNTY CONTRACT FORM AND INSURANCE REQUIREMENTS.
3. Performance and Payment Bond. If successful, bidder will provide a 100% performance bond and payment bond in compliance with the requirements of ORS 279C.380. Bidder has included the cost of bonds in the amounts bid.
4. Prevailing Wage Rates. This is a public improvement contract subject to Oregon prevailing wage rate law under ORS 279C.800 to 279C.870 and, if awarded the Bidder agrees to comply with ORS 279C.838 and 279C.840 regarding the payment of prevailing rates of wage. Bidder will comply with and will require all subcontractors on this project to comply with the Prevailing Wage Rates for Public Works Contracts in Oregon (BOLI) booklet. For this project the applicable prevailing wage rates can be accessed on the internet at:

<http://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx>

The BOLI booklet and any related amendments that are in effect are as follows:

- **January 1, 2021** Prevailing Wage Rates for Public Works Contracts in Oregon
 - **January 1, 2021** Prevailing Wage Rate State Apprenticeship Rates
5. **Bidder has read and understands the staffing and response time requirements found in Section 118 of Exhibit D and must demonstrate how those requirements will be met prior to award of any contract under this solicitation.**
 6. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
 - (a) "Bidder's Statements and Certifications" form

SIGNATURES FOLLOW ON NEXT PAGE



Bid Respectfully Submitted By:

Bidder's name: _____

Address: _____

Phone Number: () _____

Signed By: _____

Print Name: _____

Title: _____

Date: _____

- Bidder is registered and bonded with the Construction Contractor's Board, as follows:

CCB No.: _____ Expiration Date: _____

- Bidder has received the following Addenda and included their terms in its bid:

No(s).: _____

Contract clarifications/exceptions	Attached <input type="checkbox"/>
	No Exceptions <input type="checkbox"/> _____ (contractor Initial)
Contractor to provide all Contract clarifications and exceptions with bid submission.	

END OF BID FORM



BIDDER'S STATEMENTS AND CERTIFICATIONS

Bidder's Name: _____

ITB Title: _____

BIDDER'S STATEMENTS

Bidder's Offer. Bidder offers to provide the required services in accordance with the requirements of the Invitation to Bids (ITB) stated above and the enclosed Bid. The undersigned Bidder declares that the Bidder has carefully examined the above-named Request for Bids, and that, if this Bid is accepted, Bidder will execute a contract with the County to furnish the services of the Bid submitted with this form. Bidder attests that the information provided is true and accurate to the best of the personal knowledge of the person signing this Bid, and that the person signing has the authority to represent the individual or organization in whose name this Bid is submitted.

Bidder's Acceptance of Terms and Conditions. By execution of this Form, the undersigned Bidder accepts all terms and conditions of this Request for Bids except as modified in writing in its Bid. Bidder agrees that the offer made in this Bid will remain irrevocable for a period of 60 days from the date Bids are due.

Bidder's Acknowledgement of Public Records Law. By execution of this Form, the undersigned Bidder acknowledges that its entire Bid is subject to Oregon Public Records Law (ORS 192.410–192.505), and may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law. Bidder agrees that all information included in this Bid that is claimed to be exempt from disclosure has been clearly identified either in the Bidder's Statement, or in an itemization attached hereto. Bidder further acknowledges its responsibility to defend and indemnify the County for any costs associated with establishing a claimed exemption.

ADDENDA

Bidder has received and considered, in the accompanying Bid, the terms of the following addenda, if any:

CERTIFICATIONS

By signing this Bidder's Certification form, Bidder certifies that:

1. Certification of Resident Bidder Status. Bidder is _____ is not _____ (check one) a resident bidder, as defined in ORS 279A.120.
2. Certification of Non-Discrimination. Bidder has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business that is certified under ORS 200.055.
3. Certification of Non-Collusion. This Bid is made without connection or agreement with any individual, firm, partnership, corporation, or other entity making a Bid for the same services and is in all respects fair and free from collusion or collaboration with any other Bidder.
4. Certification of Compliance with Tax Laws. Bidder has, to the best of Bidder's knowledge, complied with Oregon tax laws in the period prior to the submission of this Bid, including:
 - a. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,



-
- b. Any tax provisions imposed by a political subdivision of this state that applied to Bidder or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
 - c. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
5. Income and Corporate Taxes. Bidder has _____ has not _____ (check one) included in its Bid any income and corporate taxes that may become due on the proceeds of this contract, if awarded, including the Oregon Business Activity Tax (HB 3427, 2019 Oregon Legislature).

The undersigned, by signature here, acknowledges, accepts, and certifies to the Bidder's Statements and Certifications as stated above.

BIDDER

_____	_____
Authorized signature	Bidder's legal name
_____	_____
Name of authorized signer	Address
_____	_____
Title	
_____	_____
Date	Federal Tax ID number

OPTIONAL CONTACT INFORMATION REGARDING THIS BID

Contact name

Telephone number

Email address
