

AGENDA COVER MEMORANDUM

Agenda Date: September 27, 2005  
TO: Board of County Commissioners  
DEPARTMENT: Management Services  
PRESENTED BY: David Suchart, Director  
SUBJECT: IN THE MATTER OF AWARD OF BID LCB 2005-08 FOR A CONSTRUCTION CONTRACT FOR LANE COUNTY HARRIS HALL REMODEL IN THE AMOUNT OF \$243,861

1. Proposed Motion:

MOVE TO ACCEPT BID LCB 2005-08 FOR A CONSTRUCTION CONTRACT FOR LANE COUNTY HARRIS HALL REMODEL IN THE AMOUNT OF \$243,861.

2. Issue/Problem:

During the PSB roofing project the addition of roof anchors caused the Harris Hall ceiling to fail. A full program to upgrade Harris Hall, which had last been remodeled in 1975, was developed. This included upgrading HVAC, electronics, carpeting, lighting and layout, and was deemed too expensive. This scaled-back project replaces the carpet, upgrades the lighting and some of the acoustics, and partially upgrades the HVAC.

3. Discussion:

3.1 Background

Bid documents were prepared with a bid opening of September 13, 2005. Legal Notices for the construction contract for the Lane County Harris Hall Remodel were prepared and advertised in the Register-Guard on August 28, 2005, and the Daily Journal of Commerce on August 26, 2005. In response to the Invitation for Bid, two bids were received, as listed on the Bid Opening Recap Sheet. All bidders provided the First Tier Subcontractor Disclosure Forms.

### 3.2 Analysis

All bids were evaluated by Management Services, and by WBGGS Architects and Planners, for conformance to bid specifications and requirements. The bid submitted by McKenzie Commercial, was determined to best meet the bid specifications and had the lowest price.

### 3.3 Alternatives/Options

- a. Accept the bid from McKenzie Commercial and award.
- b. Reject bids

### 3.4 Recommendation

It is recommended that award of bid LCB 2005-08 be made to the low responsive bidder, McKenzie Commercial, based on conformance to bid specifications and the lowest price; a contract to be signed by the vendor; and the County Administrator be authorized to execute the contract.

### 4. Implementation/Follow-Up

Following approval of the bid award, a contract will be signed by the vendor and delivered to the County Administrator for execution. A pre-construction meeting with the contractor will also be initiated.

### 5. Attachments:

Board Order  
Bidders Proposal  
Bid Opening Recap Sheet

**IN THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON**

**IN THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON**

**ORDER NO.**

**IN THE MATTER OF AWARD OF  
BID LCB 2005-08 FOR THE LANE  
COUNTY HARRIS HALL REMODEL  
CONSTRUCTION CONTRACT**

**WHEREAS**, at the duly authorized time and place on September 13, 2005, David Suchart, Director of Management Services, under authority of Lane Manual Chapter 21, opened bids on the following:

**2005-08 FOR THE LANE COUNTY HARRIS HALL REMODEL**

**WHEREAS**, all bids were evaluated by Management Services and WBGS Architects and Planners for conformance to bid specifications; it is hereby

**ORDERED** that the low responsive bidder, McKenzie Commercial, be awarded a contract; that a construction contract be executed for the base bid amount of \$243,861 in accordance with bid specifications; and that the County Administrator be authorized to sign the contract.

**DATED this 27th day of September, 2005**

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Anna Morrison, Chair  
Lane County Board of Commissioners

**IN THE MATTER OF AWARD OF BID LCB 2005-08 FOR THE LANE COUNTY  
HARRIS HALL REMODEL**

**BID OPENING RE-CAP SHEET**

Firm	Bid Sec	Addenda 1	Addenda 2	Base Bid	Time of Completion
McKenzie Commercial	x	x	X	243,861	90
Morris P. Kielty	x	x	X	269,700	90

## SECTION 00410

## BID FORM

## THE PROJECT AND THE PARTIES

## 1.01 TO:

- A. Owner
1. Lane County Department of Management Services
  2. 125 E 8th Avenue
  3. Eugene, OR 97401

## 1.02 FOR THE FOLLOWING PROJECT:

- A. Harris Hall Remodel

## 1.03 CONTRACT NUMBER #LCB 2005-08

## 1.04 DATE:

- A. Bid Closing Date and Time: Tuesday, September 13, 2005 at 3:00 p.m.
- B. Bids will be opened publicly, immediately following the bid closing time

## 1.05 DELIVER BIDS TO

- A. Mr. David Suchart, Management Services Director, Lane County Department of Management Services, Public Service Building, 125 East 8th Avenue, Eugene, OR 97401

## 1.06 PLACE OF BID OPENING

- A. Lane County Department of Management Services, 125 East 8th Avenue, Eugene, OR 97401

## 1.07 SUBMITTED BY: (Bidder to enter name and address)

- A. Bidder's Full Name Makensii Commercial Contractors, Inc.
1. Address 865 W. 2nd Ave.
  2. City, State, Zip Eugene, OR, 97402
  3. Phone 541-343-7443
  4. Fax 541-343-8806
- B. Type of Organization (check one of the following and insert information requested):
1.  a. A Corporation organized and existing under the laws of the State of Oregon
  2.  b. A partnership registered under the laws of the State of \_\_\_\_\_
  3.  c. An individual doing business under an assumed name and registered under the laws of the State of \_\_\_\_\_

## 1.08 BASE BID

- A. Having examined the site and being familiar with the conditions affecting the work, we the undersigned, hereby proposes to furnish all material and labor and perform all work hereinafter indicated in strict accordance with drawings and specifications prepared by WBGs Architecture & Planning PC, for the lump sum price indicated below.
1. Two hundred forty three thousand eight hundred one and 70/100 dollars  
(\$ 243,861<sup>00</sup>), in lawful money of the United States of America.
- B. Base Bid work is for all of the work shown on drawings or described in the specifications, to which work may added or from which work may be deleted for the sums stated in Alternate Bids.

**1.09 OVERHEAD & PROFIT**

A. The above bid prices include all fees, taxes, profit, overhead and similar items.

**1.10 The undersigned agrees to be bound by the following documents:**

- A. Bid Solicitation
- B. Instructions to Bidders
- C. Bid Bond
- D. First-Tier Subcontractor Disclosure Form
- E. Contractor's Drug Testing Program
- F. Agreement
- G. Performance Bond
- H. General Conditions  
Supplementary General Conditions
- J. Drawings and Specifications
- K. Addenda

**1.11 SUMMARY OF THE WORK**

A. The project consists of the general construction services to install a new suspended ceiling system, miscellaneous finishes and associated mechanical, electrical and fire sprinkler work in the Lane County Harris Hall main meeting room, located at 125 East 8th Avenue in Eugene, OR.

**1.12 CONTRACT TIME OF COMPLETION**

A. The undersigned agrees, if awarded the contract, to substantially complete the work by December 31, 2005

**1.13 ADDENDA**

A. The undersigned acknowledges that the following Addenda have been received during the bid period. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

- 1. Addendum # 01 Dated 9-7-05
- 2. Addendum # 02 Dated 9-8-05
- 3. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_
- 4. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

**1.14 RESIDENT BIDDER**

A. The undersigned certifies that they are X / are not \_\_\_\_\_ (check one) a RESIDENT BIDDER of the State of Oregon, as defined in ORS 278.029.

**1.15 CONSTRUCTION CONTRACTORS BOARD**

A. The Undersigned certifies that they are in compliance with requirements for construction contractors or landscape contractors and are registered and bonded with the Construction Contractors Board or licensed by the Landscape Contractors Board as follows:

- 1. Registration No. 45539 Expiration Date 7-21-07

**1.16 BID SECURITY**

A. Accompanying herewith is Bid Security Payable to Lane County Department of Management

Harris Hall Remodel

Services, which is not less than ten (10) percent of the total amount of the Base Bid, plus additive Alternates if any.

#### 1.17 CONTRACT & BOND

- A. The undersigned agrees, if awarded the contract, to execute and deliver to the Owner within Ten (10) days after receiving the contract forms an Agreement and a satisfactory Performance and Labor and Material Payment Bond in an amount equal to one hundred (100) percent of the contract sum, and to deliver to the Owner the required Certificates of Insurance.
- B. The surety requested to issue the Performance and Payment Bond will be:
- C. Name and address of Surety Company:
1. Name: Fidelity + Deposit of Maryland
  2. Address: 13500 S.W. Pacific Highway Suite 116
  3. City/State: Tigard, Oregon 97223
- D. Agent Name/Phone: Bob Harvey 541-687-1117

#### 1.18 NON-COLLUSION

- A. The undersigned certifies that:
1. This bid has been arrived at independently and is being submitted without collusion with any other vendor of materials, supplies, equipment or services to limit independent bidding or competition, and
  2. The contents of this bid have not been communicated by the undersigned or its employees or agents to any person not an employee or agent of the undersigned or its surety on any bond furnished with the bid, and will not be communicated to such person prior to the official opening of the bid.

#### 1.19 BID SECURITY FORFEITURE

- A. The Undersigned further agrees that the Bid Security accompanying this bid is left in escrow with the Owner; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above named Agreement, Performance and Payment Bond, and Insurance Certificate, and that if the undersigned defaults in either executing the Agreement or providing a Performance and Payment Bond, or an Insurance Certificate, within ten (10) days after receiving the contract forms, then the full value of the Bid Security may become the property of the Owner at the Owner's option; but if the bid is not accepted within sixty (60) days of the time set for the opening of bids or if the undersigned executes and timely delivers said Agreement and Performance and Payment Bond, and the Insurance Certificate, the Bid Security shall be returned.

#### 1.20 OWNER'S RIGHTS

- A. The Owner reserves the right to reject any or all bids and waive all informalities in the bids or procedures.

#### 1.21 WAGE RATES

- A. The Undersigned agrees, if awarded a contract, that they will comply with the provisions of ORS 279.350 or 40 U.S.C 278a as applicable, pertaining to the payment of the prevailing rates of wages.

#### 1.22 NON-DISCRIMINATION CERTIFICATION

- A. The Undersigned certifies that they have not discriminated against minority, women, or small business enterprises in obtaining any required subcontract.

#### 1.23 LIQUIDATED DAMAGES

Harris Hall Remodel

8/25/2005

BID FORM  
00410 - 3 of 4

A. The Undersigned acknowledges the liquidated damages provision included in the Supplementary General Conditions attached in the Project Manual.

1.24 BIDDERS CERTIFICATION

- A. By signing below Bidder hereby certifies that s/he:
  1. is an equal opportunity employer, and has not discriminated against any minority, women, or emerging small business enterprise in obtaining any required subcontracts;
  2. Has an employee drug-testing program in place; and
  3. That to the best of the Bidder's knowledge s/he is in compliance with all Oregon tax laws described in ORS 305.380(4).

1.25 BID FORM SUPPLEMENTS

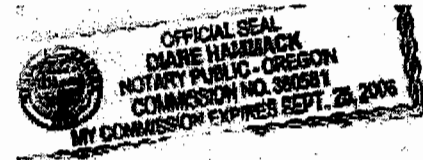
- A. We agree to submit the following Supplements to Bid Forms within 2 hours after submission of this bid for additional bid information:
  1. Section 00350 - FIRST TIER SUBCONTRACTOR DISCLOSURE FORM (submitted after the bid form as directed in the Instructions to Bidders 00200 and Supplementary Instructions to Bidders 00201)

1.26 BID FORM SIGNATURE(S)

- A. Name of Firm: Mckenzie Commercial Contractors, Inc.
- B. Address of Firm: 865 W. 2nd Avenue
- C. City, State, Zip Code: Eugene, Oregon, 97402
- D. By: [Signature] (if bid is by a partnership, then one of the partners must sign the bid)
- E. Type or Print Name: J A CHANEY
- F. If Corporation, Attest: [Signature] (Signed by Secretary of the Corporation)
- G. Type or Print Name: HEIDI ANDONS, ASST. SECRETARY
- H. Subscribed and sworn to before me on the 9<sup>th</sup> day of September, 2005 (year)
- I. Diane Hammond
- J. \_\_\_\_\_
- K. Notary Public for the State of Oregon. My commission expires: 9-25-2006

1.27 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BID FORM



Harris Hall Remodel



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we MCKENZIE COMMERCIAL CONTRACTORS INC 885 WEST SECOND AVENUE, EUGENE OR 97402 as Principal, hereinafter called the Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND 13600 SW PACIFIC HIGHWAY SUITE 118, TIGARD OR 97223 a corporation duly organized under the laws of the State of MARYLAND as Surety, hereinafter called the Surety, are held and firmly bound unto LANE COUNTY DEPARTMENT OF MANAGEMENT SERVICES 125 EAST 8TH AVENUE, EUGENE OR 97401 as Obligees, hereinafter called the Obligees, in the sum of ten percent of the bid amount

Dollars (\$ 10% ), 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 LANE COUNTY HARRIS HALL REMODEL CONTRACT #LCB 2005-06

NOW, THEREFORE, if the Obligees shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligees 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 Obligees the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligees 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 13 day of SEPTEMBER, 2005

Diane Hammond (Witness)

MCKENZIE COMMERCIAL CONTRACTORS INC (Principal) By [Signature] PRESIDENT (Title)

[Signature] (Witness)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Surety) By [Signature] (Title)

CATHERINE L. GOMES, ATTORNEY-IN-FACT

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute and appoint Larry C. BUCK, Paul A. JENSEN, Charles A. O'DELL, Robert A. HARVEY, Catherine L. GOMES and Margaret A. HARGETT, all of Eugene, Oregon, as its true and lawful agents and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as such, and as its and its agents, attorneys and all bonds and undertakings, and the execution of such bonds or undertakings in fulfillment of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its Office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued by behalf of Larry C. BUCK, Paul A. JENSEN, Charles A. O'DELL, Robert A. HARVEY, Cathy GOMES, Margaret A. HARGETT, dated February 17, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of August, A.D. 2005.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



*Eric D. Barnes*

*Theodore G. Martinez*

Eric D. Barnes      Assistant Secretary      By:      Theodore G. Martinez

State of Maryland }  
City of Baltimore } ss:

On this 4th day of August, A.D. 2005, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Duan*

Constance A. Duan      Notary Public  
My Commission Expires: July 14, 2007

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto."

**CERTIFICATE**

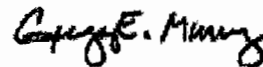
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 13 day of SEPTEMBER 2005



*Assistant Secretary*