

W. 3. E. 1.

Memorandum Date: September 17, 2008

Order Date: October 1, 2008

TO: Board of County Commissioners

DEPARTMENT: Management Services

PRESENTED BY: David Suchart, Director

AGENDA ITEM TITLE: **ORDER/IN THE MATTER OF ACCEPTANCE OF BID LCB 2008-07, AND AWARD OF A CONSTRUCTION CONTRACT TO UMPQUA ROOFING CO., INC., FOR THE PHASED REROOFING OF BUILDINGS AT THE LANE COUNTY JAIL/LANE COUNTY ADULT CORRECTIONS, IN THE AMOUNT OF \$304,045.**

I. MOTION

MOVE APPROVAL OF ORDER 08-10-01- , ACCEPTANCE OF BID LCB 2008-07, AND AWARD OF A CONSTRUCTION CONTRACT TO UMPQUA ROOFING CO., INC., FOR THE PHASED REROOFING OF BUILDINGS AT THE LANE COUNTY JAIL/LANE COUNTY ADULT CORRECTIONS, IN THE AMOUNT OF \$304,045.

II. AGENDA ITEM SUMMARY

The Board is being asked to approve award of a contract with Umpqua Roofing Co., Inc. (Umpqua Roofing), in the amount of \$304,045, for general construction services for the phased reroofing of buildings at the Lane County Jail/Lane County Adult Corrections.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

The current project consists of general construction services for the phased reroofing of buildings at the Lane County Jail, consisting of approximately 12,300 total square feet of tear-off and reroofing in the first phase. Umpqua Roofing will continue work beyond Phase 1 only with satisfactory performance in Phase 1. The County reserves the right to re-bid work remaining after Phase 1 if Phase 1 work is not satisfactory.

The Adult Corrections Facility contains approximately 38,000 square feet of roof area with aggregate surface on four distinct levels. The majority of the roof areas have been restored in the past 15 to 18 years. In August 2003, the Board approved replacement of the Adult Corrections south annex roof of the jail. In October 2005, the Board approved replacement of the roof over the intake area of the main facility, and also the replacement of the roof for the older portion of the Community Corrections Center.

B. Policy Issues

Management Services and Public Safety approached the Facilities Committee with the concept of a phased replacement of the remaining roof areas over a multi-year period. The phasing was based on an assessment of potential roof failures.

C. Board Goals

Item B1(d) of the County's Strategic Plan addresses the need for adequate maintenance of existing infrastructure, and reflects a high priority for preventative maintenance as the preferred maintenance strategy, as opposed to deferred maintenance.

D. Financial and/or Resource Considerations

The Capital Improvements Plan (CIP) fund has sufficient resources for this project. It has been determined that it is considerably more cost-effective, as well as fiscally responsible, to replace these roofs to prevent further damage to the structure.

The remaining phases will cost approximately \$961,000. Prior to proceeding with each phase, the work for that year will be reviewed by the Facilities Committee in accordance with the CIP.

E. Analysis

The existing roof sections to be replaced are failing in multiple locations. Recent inspections identified three major water leak areas that, in addition to leaking down into the interior of the building, are also trapping water in the roof structure. With the advent of fall and winter rains fast approaching, reroofing is crucial to maintain the integrity of this County asset.

An Invitation to Bid was issued and advertised in the Portland Daily Journal of Commerce and on the Lane County website on September 2, 2008. A mandatory pre-bid conference and site visit was conducted on September 8, 2008. Three (3) bids were received and publicly opened on September 17, 2008; Umpqua Roofing submitted the lowest, responsive bid.

F. Alternatives/Options

1. Award Contract to Umpqua Roofing, in accordance with bid specifications and terms.
2. Do not award the contract and attempt to maintain the failing roof. With the rainy season upon us, however, this is not considered a viable option. In August 2008, some light rain over a three-day period caused leaks as well as roof and ceiling damage.

IV. TIMING/IMPLEMENTATION

To expedite this project, a draft Project Manual was submitted to County Counsel for review. Upon approval by the Board, Management Services will proceed with contract processing and issue a notice to proceed to the vendor.

V. RECOMMENDATION

It is recommended that award of LCB 2008-07 be made to Umpqua Roofing, 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. A pre-construction meeting with the contractor will also be initiated.

VII. ATTACHMENTS

Board Order
Bidders Proposal
Bid Opening Recap Sheet

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

**RESOLUTION AND
ORDER 08-10-1-**

-) **ORDER/IN THE MATTER OF ACCEPTANCE**
-) **OF BID LCB 2008-07, AND AWARD OF A**
-) **CONSTRUCTION CONTRACT TO UMPQUA**
-) **ROOFING CO., INC., FOR THE PHASED**
-) **REROOFING OF BUILDINGS AT THE LANE**
-) **COUNTY JAIL/LANE COUNTY ADULT**
-) **CORRECTIONS, IN THE AMOUNT OF \$304,045.**

WHEREAS, at the duly authorized time and place on September 16, 2008, David Suchart, Management Services Director, under authority of Lane Manual Chapter 21, opened bids on the following:

2008-07 LANE COUNTY JAIL REROOFING 2008; and

WHEREAS, the low bid response from Umpqua Roofing Co., Inc., was evaluated by the Department of Management Services for conformance to RFB specifications; now, therefore,

IT IS HEREBY ORDERED, that the bid received from Umpqua Roofing Co., Inc., be accepted as recommended, and Umpqua Roofing Co., Inc., be awarded a contract; that a contract be executed in the amount of \$304,045, in accordance with the bid specifications; and that the County Administrator be authorized to execute the contract.

IT IS FURTHER ORDERED, that Umpqua Roofing Co., Inc., be awarded the contract for future phased roofing work at Lane County Adult Corrections, in accordance with the specifications in LCB 2008-07, pursuant to the continued acceptable work of Umpqua Roofing Co., Inc. and the availability of funding.

Dated this 1st day of October, 2008.

Faye Stewart, Chair
Board of County Commissioners

APPROVED AS TO FORM
Date 9/23/08 lane county
Faidlaw
OFFICE OF LEGAL COUNSEL

LANE COUNTY BID

PROJECT: Lane County Jail Reroofing 2008
 PROJECT NO: 0875.01 / LCB 2008-07

BID TABULATION

9/16/05: 3:00 PM

BIDDER NAME	UMTQVA	ANDERSON	SNYDER	YES / NO	YES / NO	YES / NO
ATTENDED PRE-BID CONF.	<input checked="" type="checkbox"/> YES / NO	<input checked="" type="checkbox"/> YES / NO	<input checked="" type="checkbox"/> YES / NO			
ADDENDA RECEIVED (1 & 2)	<input checked="" type="checkbox"/> YES / NO	<input checked="" type="checkbox"/> YES / NO	<input checked="" type="checkbox"/> YES / NO			
COMPLETE BID FORM	<input checked="" type="checkbox"/> YES / NO	<input checked="" type="checkbox"/> YES / NO	<input checked="" type="checkbox"/> YES / NO			
CAL. WKS TO COMPLETE PH. 1	5	18	30			
FIRST TIER DISCLOSURE (5 PM)	YES / NO	YES / NO	YES / NO			
BASE BID	304,045	306,468 -	343,415			
ALT. #1	259,475	217,809 -	336,536			
ALT. #2	87,950	84,295 -	115,531			
ALT. #3	63,745	56,299 -	90,891			
ALT. #4	56,110	47,608 -	72,103			
ALT. #5	110,900	113,318 -	160,804			
ALT. #6	583,885	362,990 -	434,642			
UNIT PRICE #1	30	19.54	8.80			
BID SECURITY RECEIVED	<input checked="" type="checkbox"/> YES / NO	<input checked="" type="checkbox"/> YES / NO	<input checked="" type="checkbox"/> YES / NO			

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

Robert A. Harvey, Catherine L. Gomes, Paul A. Jensen, Margaret A. Hargett, Larry C. Buck, Steven J. Hanson, Peggy Huffman, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: [Signature]
Stephen T. Pate, Senior Vice President

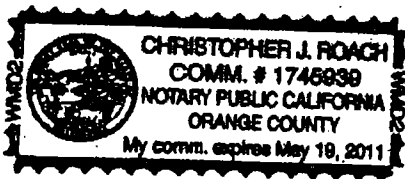
By: [Signature]
Charles L. Day, Assistant Secretary



Slate of California
County of Orange

On January 1st, 2008 before me, Christopher J. Roach, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Christopher J. Roach

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 16 day of September, 2008

By: [Signature]
Albert Hillebrand, Assistant Secretary



INSCO INSURANCE SERVICES, INC.

Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

BID OR PROPOSAL BOND – PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS:

That we, Umpqua Roofing Company Inc (hereinafter called principal), as principal, and Developers Surety and Indemnity Company, a corporation authorized to transact a general surety business in the State of Oregon, as Surety, are held and firmly bound unto Lane County (hereinafter call the Obligee), in the just and full sum of ten percent of the bid amount _____ Dollars (10%), lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our heirs, executors, administrators and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the above bounden principal as aforesaid, is about to hand in and submit to the obligee a bid or proposal for the Lane County Jail Reroofing 2008 #0875.01

in accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefore.

NOW THEREFORE, the condition of this obligation is such that if said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond or bonds for the faithful performance of said contract as specified in the bidding or contract documents; or if the Principal shall fail to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this 16 day of September, 2008 YEAR.

Umpqua Roofing Company Inc
Principal (Seal)
By: [Signature] PRES.

Developers Surety and Indemnity Company
Surety (Seal)
By: [Signature]
Catherine L. Gomes Attorney-in-Fact

SECTION 00 41 00

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Lane County
 - 1. Lane County
 - 2. 125 East 8th Avenue
 - 3. Eugene, Oregon 97401

1.02 FOR THE FOLLOWING PROJECT:

- A. Lane County Jail Reroofing 2008

1.03 CONTRACT NUMBER LCB 2008-07

1.04 DATE:

- A. Bid Closing Date and Time: Tuesday, September 16, 2008 at 3:00 p.m.
- B. Bids will be opened publicly, immediately following the bid closing time

1.05 DELIVER BIDS TO

- A. 151 West Seventh Avenue, Suite 580, Eugene, Oregon 97401

1.06 PLACE OF BID OPENING

- A. Office of Management Services Director,

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

- A. Bidder's Full Name Umpqua Roofing Co., Inc.
 - 1. Address PO Box 22424
 - 2. City, State, Zip Eugene, OR 97402
 - 3. Phone 541-302-6850
 - 4. Fax 541-302-6844
- 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 Berry Architects, PC; for the Lump Sum price indicated below.
 - 1. Three hundred four thousand forty-five dollars
(\$ 304,045.00), 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 ALTERNATES : The Undersigned proposes to Add To Base Bid stated above for the following Alternates as described in Section 01 23 00 Alternates:

- A. **Alternate #1** - Roof Areas 6, 7, 17, 18, and 19:
1. ADD Two hundred fifty-nine thousand
(words) four hundred seventy-five (figures)\$ 259,475.00
- B. **Alternate #2** - Roof Areas 8, 10 and 15:
1. ADD Eighty-seven thousand four hundred
(words) fifty (figures)\$ 87,450.00
- C. **Alternate #3** - Roof Areas 11 and 12:
1. ADD Sixty-three thousand seven hundred
(words) forty-five (figures)\$ 63,745.00
- D. **Alternate #4** - Roof Area 13:
1. ADD Fifty-six thousand one hundred
(words) ten (figures)\$ 56,110.00
- E. **Alternate #5** - Roof Areas 21 and 22:
1. ADD One hundred ten thousand nine hundred
(words) _____ (figures)\$ 110,900.00
- F. **Alternate #6** - Roof Areas 27, 28 and 29:
1. ADD Three hundred eighty-three thousand
(words) eight hundred eighty-five (figures)\$ 383,885.00
- G. It is understood that the Base Bid may be adjusted for Alternates listed here in determining the amount of the contract. Any or all of the Alternates may be accepted or reinstated by the Owner at any time within 60 days from the date of the Contract Award by the Owner at the respective amounts named herein. The Owner reserves the right to accept these Alternates at a later date (beyond 60 days) by negotiating indentifiable inflation of labor and materials with the bidder.

1.10 OVERHEAD & PROFIT

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

1.11 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
- I. Supplementary General Conditions
- J. Drawings and Specifications
- K. Addenda

1.12 SUMMARY OF THE WORK

- A. The project consists of general construction services for the phased reroofing of buildings at the Lane County Jail, located at 101 West 5th Avenue, Eugene, OR 97401 for the Lane County Corrections Division. The project consists of approximately 12,300 total square feet of tear-off and reroofing in the first phase. The successful Bidder will be continue work beyond Phase 1 (Alternates)

only with satisfactory performance in Phase I. The Owner reserves the right to re-bid work remaining after Phase I if Phase I work is not satisfactory.

1. Satisfactory performance in Phase I is defined by the following:
 - a. Substantial Completion on time.
 - b. Final Completion, including close-out documents completed and approved, on time.
 - c. Adherence to the Contract Documents and Manufacturer's Warrantee requirements.

1.13 CONTRACT TIME OF COMPLETION

- A. If this Bid is accepted, we will:
- B. Complete the Work of Phase I in Five calendar weeks from Notice to Proceed. (Bidder to enter number of weeks.)

1.14 UNIT PRICES

- A. The following Unit Prices are submitted by the Undersigned as a proposed basis for additive or deductive adjustments to the Bid Amount in the event quantity changes are required for the items listed. It is understood and agreed that these Unit Prices are separately subject to acceptance by the Owner and will thereafter be entered into the Agreement. The Unit Prices are to include all labor, travel and material costs as well as a factor for Contractors Overhead and Profit.
- B. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:
 1. Rigid Insulation (specified Section 07 51 75) - Per Square Foot (R-37 with overlay board) - \$ 30 /sf

1.15 ADDENDA

- A. The undersigned acknowledges that Addenda 2 through 2 have been received during the bid period. The modifications to the Bid Documents noted have been considered and all costs are included in the Bid Sum.

1.16 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 279A.120.

1.17 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. 51465 Expiration Date 10-06-10

1.18 BID SECURITY

- A. Accompanying herewith is Bid Security Payable to Lane County Department of Management Services, which is not less than ten (10) percent of the total amount of the Base Bid, plus additive Alternates if any.

1.19 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: Developers Surety & Indemnity Co.
 2. Address: Five Centerpointe Suite 530

3. City/State: Lake Oswego, OR 97035

D. Agent Name/Phone: Ward Insurance 541-687-1117

1.20 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.

1.21 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.

1.22 OWNER'S RIGHTS

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

1.23 WAGE RATES

- A. The Undersigned agrees, if awarded a contract, that they will comply with the provisions of ORS 279C800 - 279C.870 or Davis-Bacon 40 U.S.C 3141 et seq as applicable, pertaining to the payment of the prevailing rates of wage.
- B. By signing below the Undersigned agrees that he/she affirmatively acknowledge the following:
1. Compliance with ORS 279C.838 and 40 USC 3141 et seq (if both state and federal Davis-Bacon applies. If the state rate is higher, the contractor and every sub shall pay at least the state rate); or compliance with ORS 279C.840 (Davis-Bacon does not apply, and only the state prevailing rate of wage is to be paid); or compliance with 40 USC 3141 et seq (only Davis-Bacon rate of wage applies, or is the highest one for all of the job categories.)

1.24 NON-DISCRIMINATION CERTIFICATION

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

1.25 LIQUIDATED DAMAGES

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

1.26 BIDDERS CERTIFICATION



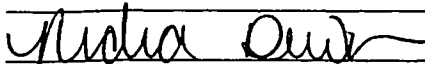
- A. By signing below Bidder hereby certifies that s/he:
1. Is an equal opportunity employer, and has not discriminated against any minority, women, or emerging small business enterprise in obtaining any required subcontracts;
 2. Has an employee drug-testing program in place; and
 3. That to the best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

described in ORS 305.380(4).

1.27 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 00 43 39 (00350) - FIRST TIER SUBCONTRACTOR DISCLOSURE FORM
(submitted after the bid form as directed in the Instructions to Bidders 00 21 13 (00200) and Supplementary Instructions to Bidders 00 22 13 (00201)

1.28 BID FORM SIGNATURE(S)

- A. Name of Firm: Umpqua Roofing Co., Inc.
- B. Address of Firm: PO Box 22424
- C. City, State, Zip Code: Eugene, OR 97402
- D. Contractor's Federal I.D. Number (TIN): 93-0919219
- E. By: _____ (if bid is by a partnership, then one of the partners must sign the bid)
- F. Type or Print Name: 
- G. If Corporation, Attest:  (Signed by Secretary of the Corporation)
- H. Type or Print Name: Robert Tidrick, President
- I. Subscribed and sworn to before me on the 16 day of September, 2008 (year)
- J. _____
- K. 
- L. Notary Public for the State of Oregon. My commission expires: Sept 21, 2009

END OF BID FORM

