



# LANE COUNTY

MANAGEMENT SERVICES / 125 East 8th Ave. / Eugene, OR 97401  
Phone: (541) 682-4182/ Fax: (541) 682-4290

W. S. C. 1.

Memorandum Date: 10/2/06  
Order Date: 10/18/06

---

**TO:** Board of County Commissioners

**DEPARTMENT:** Management Services

**PRESENTED BY:** David Suchart, Director

**AGENDA ITEM TITLE:** ORDER/IN THE MATTER OF AWARD OF BID LCB 2006-10 FOR A CONSTRUCTION CONTRACT FOR THE RE-ROOFING OF TWO EXISTING BUILDINGS AT THE LANE COUNTY NATIONAL GUARD ARMORY FACILITY, INCLUDING PROVIDING AND INSTALLING NEW ROOFTOP MECHANICAL EQUIPMENT, IN THE AMOUNT OF \$499,180.

---

**I. MOTION**

**MOVE APPROVAL OF ORDER 06 --** \_\_\_\_\_, TO ACCEPT BID LCB 2006-10 FOR A CONSTRUCTION CONTRACT FROM UMPQUA ROOFING FOR THE RE-ROOFING OF TWO EXISTING BUILDINGS AT THE LANE COUNTY NATIONAL GUARD ARMORY FACILITY, INCLUDING PROVIDING AND INSTALLING NEW ROOFTOP MECHANICAL EQUIPMENT, IN THE AMOUNT OF \$499,180.

**II. AGENDA ITEM SUMMARY**

The two existing Armory buildings are planned to undergo extensive interior remodeling in a few years when the Oregon National Guard moves out of the building to its new facilities in Springfield.

The original main building was constructed in 1972. In 1988, the main building underwent a minor remodel, and an additional building was added to the east. The roof of the original building is failing in multiple locations and requires complete tear off and replacement.

The current project includes the installation of new rooftop HVAC equipment to minimize the potential for damaging the roof membrane when the buildings are remodeled. The units will remain disconnected until the interior remodel work commences.

### **III. BACKGROUND/IMPLICATIONS OF ACTION**

#### **A. Board Action and Other History**

The County purchased the site at 2515 Martin Luther King, Jr. (MLK, Jr.) Blvd., Eugene, from the State of Oregon, Oregon Military Department (OMD), Oregon National Guard (National Guard), for use in conjunction with the County's Juvenile Justice Center and Youth Campus. The Intergovernmental Agreement between the County and the OMD, signed in December 1998 and amended in July 2003, provided for the County and the OMD to enter into a lease agreement for the National Guard to remain on the property until a new armed forces reserve center complex is able to be occupied. While the process to site, design, and construct a new armed forces reserve center complex has taken considerably longer than the parties contemplated, the OMD has located a suitable site, obtained the necessary funding, completed the design, and is scheduled to begin construction in spring of 2007, with completion expected in October 2008. Based on the OMD's schedule, the County foresees taking possession of the property at 2515 MLK, Jr. Blvd. in November 2008.

In anticipation of acquiring possession of the property, Management Services has been working with the Department of Youth Services (DYS) and PIVOT Architecture (PIVOT) to develop a concept for the site, which is to be an Education Center. The existing buildings will be remodeled to suite the goals and aspirations of the Education Center. With the addition of a separate entry structure to connect the two buildings, the program elements fit into the existing buildings at this time, and the footprint of those existing structures is expected to remain.

#### **B. Policy Issues**

The Armory's use as an Education Center is the final stage of the Juvenile Justice Center project which was approved by the voters in 1995. The roofing/HVAC project, which is the first phase of the remodel, is being constructed at this time to ensure the integrity of the facility. The second phase of the remodel will be upgrading the interior to meet the requirements for use by the Department of Youth Services.

#### **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. The re-roofing of the Armory will satisfy this goal in two ways; 1) the possible consequences of a roof failure has the potential of adding significant cost in the form of damage to the interior of the building, as well as potential damage claims from the National Guard, and 2) the HVAC units are a necessity for the identified long-term plans for the facility, and installing them at the time of the re-roof will mitigate added costs later for a retrofit, and the potential for damage to the roof membrane.

In addition, item B3(a) of the County's Strategic Goals places special emphasis on programs that serve youth, with a tactical eye towards prevention. The development of an Education Center, for use in conjunction with the County's Juvenile Justice Center and Youth Campus, will offer the programs and environment to facilitate the prevention of juvenile crime by providing education and marketable skills. The re-roof and HVAC installation are essential for the development of the Education Center.

**D. Financial and/or Resource Considerations**

The re-roofing of the Armory facility is crucial; the potential for loss caused by damage to the facilities by a roof failure, as well as possible liability for damage sustained by the National Guard, places the highest priority on this project. The Facilities Sub-Committee was updated on the condition of the roof, and of the plan to install the HVAC equipment during the re-roof, at its May 2, 2006, meeting. It was determined that it is considerably more cost-effective, as well as fiscally responsible, to install the HVAC equipment at the time the buildings are re-roofed.

**E. Analysis**

The existing roof is failing in multiple locations. Leaks are occurring around the perimeter, at most vent penetrations, and at the clerestory around the drill hall. The northern portion of the drill hall was re-roofed in 2003, but it was a patch over a larger problem. Perimeter areas are "spongy," indicating that dry rot may exist. There is considerable risk of damage to the roof membrane if the HVAC equipment is installed at a later date, during remodeling of the buildings, which would result in significant additional costs for repairs.

A Request for Bid was issued and advertised in the Register Guard and Daily Journal of Commerce on September 6, 2006. A mandatory pre-bid conference and site visit was conducted on September 13, 2006. Eleven vendors attended the pre-bid conference. In response to the Request for Bids, one Bid was received, as listed on the RFB Opening Recap Sheet.

**F. Alternatives/Options**

1. Award Contract to the sole bidder, 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.

**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 2006-10 be made to the only responsive bidder, 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 06-**

- ) **IN THE MATTER OF AWARD OF BID LCB**
- ) **2006-10 FOR A CONSTRUCTION CONTRACT**
- ) **FOR THE RE-ROOFING OF TWO EXISTING**
- ) **BUILDINGS AT THE LANE COUNTY**
- ) **NATIONAL GUARD ARMORY FACILITY,**
- ) **INCLUDING PROVIDING AND INSTALLING**
- ) **NEW ROOFTOP MECHANICAL EQUIPMENT, IN**
- ) **THE AMOUNT OF \$499,180.**

**WHEREAS**, at the duly authorized time and place on September 26, 2006, David Suchart, Management Services Director, under authority of Lane Manual Chapter 21, opened bids on the following:

**2006-10 LANE COUNTY NATIONAL GUARD ARMORY REROOF; and**

**WHEREAS**, the sole bid response from Umpqua Roofing was evaluated by Department of Management Services for conformance to RFB specifications; now, therefore,

**IT IS HEREBY RESOLVED AND ORDERED**, that the bid received from Umpqua Roofing be accepted as recommended, and Umpqua Roofing be awarded a contract; that a contract be executed in the amount of \$499,180, in accordance with the bid specifications; and that the County Administrator be authorized to execute the contract.

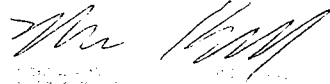
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

---

Bill Dwyer, Chair  
Board of County Commissioners

APPROVED: \_\_\_\_\_

10-10-06



## SECTION 00 41 00

## BID FORM

## THE PROJECT AND THE PARTIES

## 1.01 TO:

- A. Owner
1. David Suchart, Director
  2. Lane County Department of Management Services
  3. 125 East 8th Avenue
  4. Eugene, OR 97401

## 1.02 FOR THE FOLLOWING PROJECT:

- A. Lane County National Guard Reroofing

## 1.03 CONTRACT NUMBER LCB 2006-10

## 1.04 DATE:

- A. Bid Closing Date and Time: Tuesday, September 26, 2006 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 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 PIVOT Architecture, for the Lump Sum price indicated below.
1. Four hundred ninety-nine thousand one hundred eighty dollars  
(\$ 499,180.00), 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 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
- I. Supplementary General Conditions
- J. Drawings and Specifications
- K. Addenda

**1.11 SUMMARY OF THE WORK**

- A. The project consists of the reroofing of two existing buildings including providing, and installing new rooftop mechanical equipment.

**1.12 CONTRACT TIME OF COMPLETION**

- A. The undersigned agrees, if awarded the contract, to substantially complete the work within 120 consecutive calendar days following receipt of the official Notice To Proceed letter. (Bidder to enter number of days.)

**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 # 1 Dated 9-21-06.
  - 2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 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 279A.120**.

**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. 51465 Expiration Date 10-6-08

**1.16 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.

### 1.17 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: Developers Surety and Indemnity Co.
  2. Address: 17780 Fitch, Suite 200
  3. City/State: Irvin, CA 92614
- D. Agent Name/Phone: Larry Buck 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 279C800 - 279C.870** or **40 U.S.C 276a** as applicable, pertaining to the payment of the prevailing rates of wage.

### 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

0502.10 - Lane County National Guard Armory Reroof



- 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**

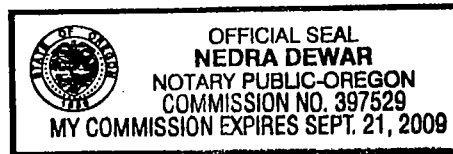
- A. We agree to submit the following Supplements to Bid Forms within 2 hours after submission of this bid for additional bid information:
  1. **Section 00 43 39 (00350) - FIRST TIER SUBCONTRACTOR DISCLOSURE FORM**  
(submitted after the bid form as directed in the Instructions to Bidders 00 21 13 (00200) and Supplementary Instructions to Bidders 00 22 13 (00201)

**1.26 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: *Robert Tidrick*
- G. If Corporation, Attest: *Robert Tidrick* (Signed by Secretary of the Corporation)
- H. Type or Print Name: Robert Tidrick
- I. Subscribed and sworn to before me on the 26 day of September, 2006 (year)
- J. Nedra Dewar
- K. *Nedra Dewar*
- L. Notary Public for the State of Oregon. My commission expires: Sept. 21, 2009

**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**



**SECTION 00 43 13**

**BID SECURITY FORM**

**PART 1 GENERAL**

**1.01 FORM OF BID SECURITY**

- A. Bid guarantee as called for in Instructions to Bidders, Section 00 21 13 (00100) shall be executed on AIA DOCUMENT A-310 - BID BOND. A copy of this Form is bound in the Appendix Section of this Project Manual.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**



**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 MANAGEMENT SERVICES (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 NATIONAL GUARD ARMORY REROOF LCB 2006-10

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 26 day of SEPTEMBER, 2006 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

**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 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, 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 November 1, 2000:

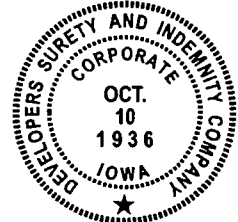
RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and 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 corporation 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 Executive Vice President and attested by their respective Secretary this 1st day of December, 2005.

By:   
David H. Rhodes, Executive Vice-President

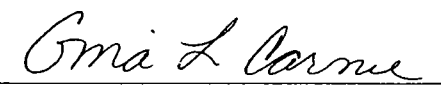
By:   
Walter A. Crowell, Secretary



STATE OF CALIFORNIA ]  
COUNTY OF ORANGE ]

On December 1, 2005 before me, Gina L. Garner, (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or 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.

WITNESS my hand and official seal.

Signature 

(SEAL)



**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 26 day of SEPTEMBER, 2006.

By:   
Albert Hillebrand, Assistant Secretary

# BID TABULATION



72 West Broadway	1.541.342.7291
Eugene, OR 97401	
pivotarchitecture.com	1.541.342.1535

**Project:** Lane County National Guard Armory Reroof (0502.10)  
**Bid Date:** September 26, 2006, 3:00 PM  
**To:** Interested Bidders & Plan Holders  
**From:** Bill Seider

Name of Firm	Bid Security	Addenda 1	Base Bid	Time of Completion (in days)
Morris P Kielty Contractors	NO BID			
Umpqua Roofing	YES	✓	499,180	<u>120</u>
Snyder Roofing	NO BID			
McGilchrist & Sons Roofing & Sheet Metal	NO BID			
McKenzie Commercial Contractors	NO BID			
Weather Guard Roofing	NO BID			

## UMPQUA FIRST TIER

SMOOTH SHEET METAL — 28,380  
 MORRIS KIELTY — 43,642  
 F.M. SHEET METAL — 225,140