

W. 11. b.

AGENDA COVER MEMORANDUM

Agenda Date: July 28, 2004
TO: Board of County Commissioners
DEPARTMENT: Management Services
PRESENTED BY: David Suchart, Director
SUBJECT: IN THE MATTER OF AWARD OF BID LCP 2004-3 FOR A
CONSTRUCTION CONTRACT FOR LCAC MISCELLANEOUS
PROJECTS IN THE AMOUNT OF \$599,800

1. Proposed Motion:

MOVE TO ACCEPT BID LCP 2004-3 FOR A CONSTRUCTION CONTRACT FOR
LCAC MISCELLANEOUS PROJECTS IN THE AMOUNT OF \$599,800.

2. Issue/Problem:

In an effort to bring efficiency and integrity to the booking and release processes at the Lane County Adult Corrections Facility staff from the Sheriff's Office, Lane County State Courts, Parole and Probation and the District Attorney have adapted the concept of a Defender Offender Management Center (DOMC). The process would require some remodeling and with the availability of the old Psychiatric Hospital work was done to program that space and adjacent areas, to include Book-In and the Medical area for that purpose.

3. Discussion:

3.1 Background

Bid documents were prepared with a bid opening of June 29, 2004. Legal Notices for the construction contract for the LCAC Miscellaneous Projects was prepared and advertised in the Register-Guard on June 10, 2004, the Daily Journal of Commerce on June 1, 2004 and The Skanner on June 2, 2004. In response to the Invitation for Bid, one bid was 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 WBGS 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.

The Facilities Subcommittee reviewed the project and the project was reduced in scope to include only three of the six remodeling projects requested by the Sheriff's Office. Those projects are the Post-Sentencing and Pre-Trial Book-In and the UPS upgrade. The three remaining projects are to be placed in the CIP requests for FY06.

Funding for the project is to come from available lapse in the Sheriff's Office above the 2%. Should the final lapse figures not be adequate to fund the project the scope will be further reduced.

3.3 Alternatives/Options

- a. Accept the bid from McKenzie-Commercial and award contract with Change Order 1 to reduce the amount of the contract to include the first three projects.
- b. Reject bids

3.4 Recommendation

It is recommended that award of bid LCP 2004-3 be made to the low responsive bidder, McKenzie-Commercial based on conformance to bid specifications and the lowest price; a contract and change order to be signed by the vendor; and the County Administrator be authorized to execute the contract and change order.

4. Implementation/Follow-Up

Following approval of the bid award, a contract and change order 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

ORDER NO.

**IN THE MATTER OF AWARD OF
BID LCP 2004-3 FOR THE LCAC
MISCELLANEOUS PROJECTS
CONSTRUCTION CONTRACT**

WHEREAS, at the duly authorized time and place on June 29, 2004, David Suchart, Director of Management Services, under authority of Lane Manual Chapter 21, opened bids on the following:

2004-3 FOR THE LCAC MISCELLANEOUS PROJECTS CONSTRUCTION CONTRACT

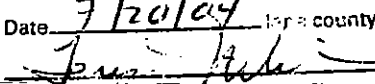
WHEREAS, all bids were evaluated by Management Services and WBGS Architects and Planners for conformance to bid specifications; it is hereby

ORDERED that the low responsive bidder, McKenzie-Commercial, be awarded a contract; that a construction contract be executed for the base bid amount of \$599,800 along with change Order #1 in the amount of <\$105,405> in accordance with bid specifications; and that the County Administrator be authorized to sign the contract and change order.

DATED this 28th day of July, 2004

Bobby Green, Chair
Lane County Board of Commissioners

IN THE MATTER OF AWARD OF BID LCP 2003-06 FOR THE LANE COUNTY
SHERIFF'S OFFICE DISPATCH REMODEL CONSTRUCTION CONTRACT

APPROVED AS TO FORM
Date 7/20/04 Lane County

OFFICE OF LEGAL COUNSEL

BID OPENING RE-CAP SHEET

| Firm | Base Bid | TOC | Bid Sec | Add #1 | Add #2 | 1 st Tier Subs | Value |
|-------------------------|-----------|-------------|------------|-----------|-----------|---------------------------|-----------|
| McKenzie- Commercial | \$599,800 | 365 days | x | \$128,200 | \$154,200 | Grand Openings | \$117,000 |
| | | | | | | Scofield Electric | \$ 80,930 |
| | | | | | | | |
| | | | | | | | |

SECTION 00410

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
1. Lane County
 2. 125 East 8th Avenue, Eugene, OR 97401

1.02 FOR THE FOLLOWING PROJECT:

- A. Lane County LCAC Miscellaneous Projects - 2004

1.03 CONTRACT NUMBER 2004-03

1.04 DATE:

- A. Bid Closing Date and Time: Wednesday, June 23, 2004 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 MCKENZIE COMMERCIAL CONTRACTORS, INC.
1. Address 805 W. SECOND AVENUE
 2. City, State, Zip EUGENE OR 97402
 3. Phone 541-343-7143
 4. Fax 541-343-3306
- 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. FIVE HUNDRED NINETY NINE THOUSAND
EIGHT HUNDRED dollars
(\$ 599,800.00), 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 general construction services for the interior alteration of several portions of the administrative and holding areas of the Lane County Adult Corrections facility, and minor sally port addition including associated site work, located at 101 West 5th Avenue, in Eugene, OR for the Management Services Department, including all mechanical, plumbing, and electrical service.

1.12 CONTRACT TIME OF COMPLETION

- A. The undersigned agrees, if awarded the contract, to substantially complete the work within 365 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 6/13/04
- 2. Addendum # _____ Dated _____
- 3. Addendum # _____ Dated _____
- 4. Addendum # _____ Dated _____

1.14 RESIDENT BIDDER

- A. The undersigned certifies that they are ☒ are not _____ (check one) a RESIDENT BIDDER of the State of Oregon, as defined in ORS 279.029.

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 7/21/05

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: XL SURETY
 2. Address: 90 WARD INSURANCE, 79 CENTENNIAL LOOP
 3. City/State: EUGENE OR
- D. Agent Name/Phone: BOB HARVEY, 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 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

- 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

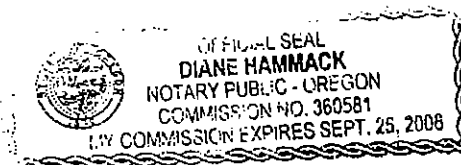
- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
1. **Document 00433 - Supplement C - Alternatives: Include the cost variations to the Bid Sum applicable to the Work as described in Section 01230.**
- B. We agree to submit the following 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: MCKENNE COMMERCIAL CONTRACTORS, INC.
- B. Address of Firm: SAME AS ABOVE
- C. City, State, Zip Code: SAME AS ABOVE
- 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: Karla A. Ross (Signed by Secretary of the Corporation)
- G. Type or Print Name: Karla A. Ross
- H. Subscribed and sworn to before me on the 21st day of June, 2004 (year)
- I. Diane Hammack
- J. _____
- K. Notary Public for the State of Oregon. My commission expires: 9-25-06

- 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 00433

SUPPLEMENT C - LIST OF ALTERNATIVES

ALTERNATES

1.01 Project: Lane County LCAC Miscellaneous Projects - 2004

1.02 The Undersigned proposes to Add To, or Deduct From, the Base Bid indicated Section 00410, the items of work relating to the following Alternates as described in Section 01230.

1.03 The Undersigned agrees, if awarded the Contract, to substantially complete all of the following Alternates on or before the dates specified in the Contract.

1.04 ALTERNATE #1: Add all work associated with the UPS replacement, the Laundry Exhaust Duct Replacement and work in the Segregation Area Day Room as shown on the plans.

A. ONE HUNDRED TWENTY EIGHT THOUSAND TWO \$ 128,200⁰⁰
 (Words) HUNDRED DOLLARS (Figures)

1.05 ALTERNATE #02: Add all work associated with the remodel of the Medical Area as shown on the plans.

A. ONE HUNDRED FIFTY FOUR THOUSAND TWO \$ 154,200⁰⁰
 (Words) HUNDRED DOLLARS (Figures)

1.06 It is understood that the Base Bid may be adjusted for any alternates listed here, in determining the amount of the Contract. Any or all of such 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.

END OF SUPPLEMENT C