

W.I.D.

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 2004-4 FOR A
CONSTRUCTION CONTRACT FOR LANE COUNTY
COURTHOUSE/PUBLIC SERVICE BUILDING SECURITY
IMPROVEMENTS IN THE AMOUNT OF \$271,337

1. Proposed Motion:

MOVE TO ACCEPT BID LCP 2004-4 FOR A CONSTRUCTION CONTRACT FOR
LANE COUNTY COURTHOUSE/PUBLIC SERVICE BUILDING SECURITY
IMPROVEMENTS IN THE AMOUNT OF \$271,337

2. Issue/Problem:

The Lane County Courthouse/PSB has several different mechanical/electronic/manual access systems for its interior and exterior doors. Maintenance and repair is inconsistent. The County also has need of a consistent means for identification and security of employees at work especially under the current world situation. A common identification and security access system would mean efficiencies in maintenance as well as providing identification.

3. Discussion:

3.1 Background

Bid documents were prepared with a bid opening of June 22, 2004. Legal Notices for the construction contract for the Lane County Courthouse/Public Service Building Security Improvements were prepared and advertised in the Register-Guard on June 3, 2004, the Daily Journal of Commerce on June 1, 2004 and The Skanner on June 2, 2004. 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 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 impetus for this project was the receipt of a Homeland Security grant acquired by the Sheriff's Office. Management Services worked with Linda Cook, Emergency Services, to obtain the grant. The project was engineered to increase efficiency and match systems at the JJC and Mental Health. The grant will pay for most of the materials required and departments will pay the balance based upon the number of doors and cards used.

3.3 Alternatives/Options

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

3.4 Recommendation

It is recommended that award of bid LCP 2004-4 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

ORDER NO.

**IN THE MATTER OF AWARD OF
BID LCP 2004-4 FOR THE LANE
COUNTY COURTHOUSE/
PUBLIC SERVICE BUILDING
SECURITY IMPROVEMENTS
CONSTRUCTION CONTRACT**

WHEREAS, at the duly authorized time and place on June 22, 2004, David Suchart, Director of Management Services, under authority of Lane Manual Chapter 21, opened bids on the following:

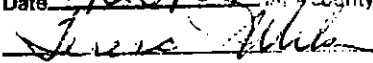
**2004-4 FOR THE LANE COUNTY COURTHOUSE PUBLIC SERVICE BUILDING
SECURITY IMPROVEMENTS CONSTRUCTION CONTRACT**

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 \$271,337 in accordance with bid specifications; and that the County Administrator be authorized to sign the contract.

DATED this 28th day of July, 2004

Bobby Green, Chair
Lane County Board of Commissioners

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

OFFICE OF LEGAL COUNSEL

**IN THE MATTER OF AWARD OF BID LCP 2004-4 FOR THE LANE COUNTY
COURTHOUSE PUBLIC SERVICE BUILDING SECURITY IMPROVEMENTS
CONSTRUCTION CONTRACT**

BID OPENING RE-CAP SHEET

Firm	Bid Sec	Addenda 1	Base Bid	Alt #1	Alt #2	Alt #3	Time of Completion
McKenzie Commercial	x	x	271,337	1501	20,426	9472	n/a
Two G Construction	x	x	306,200	526	9800	10,750	n/a

SECTION 00410

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

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

1.02 FOR THE FOLLOWING PROJECT:

- A. Lane County Courthouse / Public Service Building Security Improvements - 2004

1.03 CONTRACT NUMBER 2004-04

1.04 DATE:

- A. Bid Closing Date and Time: Tuesday, June 22, 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 541-343-3300
- 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 SEVENTY ONE THOUSAND THREE HUNDRED THIRTY SEVEN dollars
 (\$ 271,337⁰⁰), 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 installation of a proximity access control computer system and associated electrical work, door hardware and accessories, and other miscellaneous improvements to these buildings, located at 125 East 8th Avenue in Eugene, OR for the Lane County Management Services Department.

1.12 CONTRACT TIME OF COMPLETION

- A. The undersigned agrees, if awarded the contract, to totally complete the work by December 31, 2004.

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 6/16/04
- 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: XLSURETY 90 WARD INSURANCE COMPANY
 2. Address: 79 CENTENNIAL LOOP
 3. City/State: EUGENE, OREGON 97402
- D. Agent Name/Phone: ROB 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 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 LOW VOLTAGE SYSTEMS SUBCONTRACTOR PRE-APPROVAL

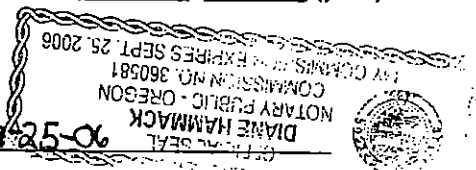
- A. By signing below the Bidder hereby certifies that s/he has included the sub-bid of a low voltage systems subcontractor that has been pre-approved by the Owner, and is identified in Section 17010 1.05 of the project manual or in a subsequent addendum.

1.26 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 00432 - Supplement B - Unit Prices: Include a listing of unit prices specifically requested by the Contract Documents as described in Section 01270.
 2. 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)

1.27 BID FORM SIGNATURE(S)

- A. Name of Firm: McKENZIE COMMERCIAL CONTRACTORS INC.
- B. Address of Firm: SAME AS ABOVE
- C. City, State, Zip Code: SAME AS ABOVE
- D. By: J.A. Chaney (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: Kalea Ross (Signed by Secretary of the Corporation)
- G. Type or Print Name: K.A. ROSS
- H. Subscribed and sworn to before me on the 17th day of June, 2004 (year)
- I. _____
- J. Diane Hammack
- K. Notary Public for the State of Oregon. My commission expires: 9-25-06



- 1.28 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 00432

SUPPLEMENT B - LIST OF UNIT PRICES

PARTICULARS

1.01 The following is the list of Unit Prices, as described in Section 01270, referenced in the bid submitted by:

1.02 (Bidder) McKENZIE COMMERCIAL CONTRACTORS, INC.

1.03 TO (Owner)

1.04 Project: Lane County Courthouse / Public Service Building Security Improvements - 2004

1.05 Dated 6/22/04, and which is an integral part of the Bid Form.

1.06 The following are Unit Prices for specific portions of the Work as listed, and are applicable to authorized variations from the Contract Documents.

UNIT PRICE LIST

2.01 ITEM DESCRIPTION, UNIT QUANTITY, UNIT VALUE

- A. Provide additional personal identification cards for the Security Access System as specified in Section 17773. Per 100 additional cards add - \$ 1501⁰⁰

END OF SUPPLEMENT B

00433 - SUPPLEMENT C - LIST OF ALTERNATIVES

SECTION 00433

SUPPLEMENT C - LIST OF ALTERNATIVES

ALTERNATES

1.01 Project: Lane County Courthouse / Public Service Building Security Improvements - 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: Replace the existing Biometrics Hand Readers at the two doors adjacent to the first floor security entrance stations C100 and C107; at the second floor doors C214, C222A, C222B, C266, C292, and C294; at the third floor doors C309A, C309B, C311A, C311B, and C378; and at the fourth floor doors C408A, C463, and C472, in the Courthouse with new Proximity Card Readers and associated wiring and controls, and make the necessary associated building repairs as shown on the drawings.

A. Add/Deduct PROX CARD READER FIVE HUNDRED FIFTY \$ 15,530⁰⁰

1.05 ALTERNATE #02: Provide a five year extended warranty contract upon expiration of the specified one year warranty period for the Access Control System and its components.

A. Add/Deduct FIVE YEAR EXTENDED WARRANTY FOR ACCESS CONTROL SYSTEM \$ 20,462⁰⁰
1. (Words) (Figures)

1.06 ALTERNATE #03: Provide the connections to the door position switches, cabling from the door position switches to the access control system input modules, and the programming of the alarm conditions associated with the door position switches.

A. Add/Deduct NONE THOUSAND FOUR HUNDRED SEVENTY TWO \$ 9,472⁰⁰
1. (Words) (Figures)

1.07 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