

W. 3. D. 1.

Memorandum Date: July 11, 2007
Order Date: July 25, 2007

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 2007-05 TO MCKENZIE COMMERCIAL CONTRACTORS, INC., FOR A CONSTRUCTION CONTRACT FOR THE REMODELING OF VARIOUS INTERIOR PORTIONS OF THE LANE COUNTY COURTHOUSE FOR THE STATE COURTS, INCLUDING ALL MECHANICAL, PLUMBING, AND ELECTRICAL SERVICE, IN THE AMOUNT OF \$312,205.

I. MOTION

MOVE APPROVAL OF ORDER 07 -- _____, TO ACCEPT BID LCB 2007-05 FROM MCKENZIE COMMERCIAL CONTRACTORS, INC., FOR A CONSTRUCTION CONTRACT FOR THE REMODELING OF VARIOUS INTERIOR PORTIONS OF THE LANE COUNTY COURTHOUSE FOR THE STATE COURTS, INCLUDING ALL MECHANICAL, PLUMBING, AND ELECTRICAL SERVICE, IN THE AMOUNT OF \$312,205.

II. AGENDA ITEM SUMMARY

The Board is being asked to approve award of a construction contract for projects in the Courthouse for which funds have been allocated and appropriated.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

The Board approved allocation of funds for Courthouse Remodeling and Security projects, and those funds have been budgeted in fiscal years 2005/2006, 2006/2007, and 2007/2008. With the carryover of unused funds from the past two years' allocation, and the budgeted allocation of \$175,000 for FY 07/08, sufficient funds are available to complete the projects contained in this construction contract.

B. Policy Issues

None.

C. Board Goals

Protecting the public's assets by maintaining, replacing, or upgrading the County's investments in systems and capital infrastructure, and identifying ways to improve space and facilities conditions to better serve citizens, insure the adequate maintenance of existing infrastructure, and provide an environment conducive to high employee productivity, as outlined in the Goals and Strategy B.1.d. of the County's Strategic Plan, will be served by the completion of these projects.

D. Financial and/or Resource Considerations

Funds are allocated and appropriated for these remodel projects. Completing these projects will help maintain a County asset.

E. Analysis

Constructed in 1959, the Courthouse is almost 50 years old. The normal maintenance and restoration challenges with a building this old are compounded by access issues produced by modern accessibility requirements (American with Disabilities Act), as well as security issues endemic to the activities of the courts.

In 2005, the County agreed to allocate \$175,000 per year for deferred maintenance and security remodeling of the Courthouse. This allocation is currently budgeted through fiscal year 2007/2008. Also in 2005, the County commissioned a study on the Courthouse security. Based on recommendations in the study, and the immediate needs of the Courts, the State Courts developed a prioritized list of security and remodeling projects. The first of those was the Probate Area Remodel, which was recently completed.

The next several projects on the list were combined for this current construction contract award, which consists of remodeling the 2nd floor Court Clerks' area ; remodel of Courtroom 307 for security reasons; and replacement of existing ceiling and lighting in the second floor hallway. All three project areas include the associated mechanical and electrical work. Asbestos removal and remediation has been advertised for bid separately, and is not included in this contract award. The quotes for the three areas are \$215,205, \$63,000, and \$34,000, respectively, for a total bid award of \$312,205. It should be noted that additional Alternates were advertised and bid on, including the remodel of Courtrooms on the fourth floor, where Probate used to be located, to turn the area into one large Courtroom; and remodel work in the basement for a Courthouse Child Care Center. However, insufficient funding prevents the inclusion of these Alternates. Funds for this project include carryover from the past two years' allocation. The State is providing \$172,213 for the purchase and installation of furniture for the 2nd floor Clerks' area.

An Invitation to Bid was issued and advertised in the Register Guard and the Daily Journal of Commerce on June 11, 2007. A non-mandatory pre-bid conference and site visit was conducted on June 19, 2007. In response to the Invitation to Bid, two Bids were received, as listed on the Bid Opening Recap Sheet.

F. Alternatives/Options

1. Award Contract to the lowest responsive bidder, McKenzie Commercial Contractors, Inc., in accordance with bid specifications and terms.
2. Do not award the contract. The funds for this project have already been allocated and appropriated, and the remodel and security improvements are deemed necessary by the Courts; therefore, this option is not recommended.

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 2007-05 be made to the lowest responsive bidder, McKenzie Commercial Contractors, Inc., 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
Bidder's Proposal
Bid Opening Recap Sheet

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

**RESOLUTION AND
ORDER 07-**

-) **IN THE MATTER OF AWARD OF BID LCB**
-) **2007-05 TO MCKENZIE COMMERCIAL**
-) **CONTRACTORS, INC., FOR A CONSTRUCTION**
-) **CONTRACT FOR THE REMODELING OF**
-) **VARIOUS INTERIOR PORTIONS OF THE LANE**
-) **COUNTY COURTHOUSE FOR THE STATE**
-) **COURTS, INCLUDING ALL MECHANICAL,**
-) **PLUMBING, AND ELECTRICAL SERVICE, IN**
-) **THE AMOUNT OF \$312,205.**

WHEREAS, at the duly authorized time and place on June 28, 2007, David Suchart, Management Services Director, under authority of Lane Manual Chapter 21, opened bids on the following:

2007-05 LANE COUNTY COURTHOUSE REMODELS; and

WHEREAS, the lowest responsive bid from McKenzie Commercial Contractors, Inc., 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 McKenzie Commercial Contractors, Inc., be accepted as recommended, and McKenzie Commercial Contractors, Inc., be awarded a contract; that a contract be executed in the amount of \$312,205, in accordance with the bid specifications; and that the County Administrator be authorized to execute the contract.

Dated this 25th day of July, 2007.

Faye Stewart, Chair
Board of County Commissioners

APPROVED AS TO FORM
Date 7/11/07 Lane County
[Signature]
OFFICE OF LEGAL COUNSEL

SECTION 00 41 00

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
 - 1. Mr. David Suchart
 - 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 Courthouse Remodels

1.03 CONTRACT NUMBER LCB 2007-05

1.04 DATE:

- A. Bid Closing Date and Time: Thursday, June 28, 2007 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 865 W. 2nd Avenue
 - 2. City, State, Zip Eugene, OR 97401
 - 3. Phone 343-7143
 - 4. Fax 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 PIVOT Architecture, for the Lump Sum price indicated below.
 - 1. Two hundred fifteen thousand
two hundred five dollars
(\$ 215,205.00), 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 remodel of various interior portions of the existing Lane County Courthouse Building for the State Courts, located at 125 East 8th Avenue in Eugene, OR 97401 for the Lane County 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 by December 15, 2007

1.13 UNIT PRICES

- A. None

1.14 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 # ONE Dated 6/16/07
 - 2. Addendum # TWO Dated 6/25/07
 - 3. Addendum # _____ Dated _____
 - 4. Addendum # _____ Dated _____

1.15 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 279A.120.

1.16 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

1.17 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.

1.18 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 SW Pacific Highway Suite 116
 3. City/State: Tigard, OR, 97223
- D. Agent Name/Phone: Rob Harvey 687-1117

1.19 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.

1.20 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.

1.21 OWNER'S RIGHTS

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

1.22 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.

1.23 NON-DISCRIMINATION CERTIFICATION

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

1.24 LIQUIDATED DAMAGES

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

1.25 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).

1.26 BID FORM SUPPLEMENTS

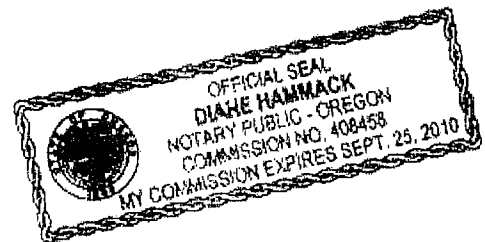
- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
 - 1. Document 00 43 23 (00433) - Supplement C - Alternatives: Include the cost variations to the Bid Sum applicable to the Work as described in Section 01 23 00 01230.
- B. We agree to submit the following Supplements to Bid Forms within 2 hours after submission of this bid for additional bid information:
 - 1. Section 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)

1.27 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, 97401
- D. Contractor's Federal I.D. Number (TIN): 93-0844841
- E. By: Todd Glenz (if bid is by a partnership, then one of the partners must sign the bid)
- F. Type or Print Name: Todd Glenz
- G. If Corporation, Attest: Heidi Aldous (Signed by Secretary of the Corporation)
- H. Type or Print Name: Heidi Aldous
- I. Subscribed and sworn to before me on the 12th day of June, 2007 (year)
- J. Diane Hammack
- K. _____
- L. Notary Public for the State of Oregon. My commission expires: 9-25-2010

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 00 43 23

ALTERNATES FORM

ALTERNATES

1.01 Project: Lane County Courthouse Remodels

1.02 The Undersigned proposes to Add To, or Deduct From, the Base Bid indicated in Section 00 41 00 (00410), the items of work relating to the following Alternates as described in Section 01 23 00 (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 shown under Courtroom 409 - Alt. #1 for new work on the fourth floor of the Lane County Courthouse, including associated mechanical and electrical work.

A. Add One hundred Eighty-Two thousand \$ 182,000.00
1. (Words) (Figures)

1.05 ALTERNATE #02: Add all work shown under Courtroom 307 - Alt. #2 for new work on the third floor of the Lane County Courthouse, including associated mechanical and electrical work.

A. Add Sixty-Three thousand \$ 63,000.00
1. (Words) (Figures)

1.06 ALTERNATE #03: Add all work shown for the replacement of the existing ceiling and lighting in the Second Floor Hallway of the Lane County Courthouse, including associated mechanical and electrical work.

A. Add Thirty four thousand \$ 34,000.00
1. (Words) (Figures)

1.07 ALTERNATE #04: Add all work shown for the PSB Basement Drop in Child Care Remodel, including associated mechanical and electrical work.

A. Add Thirty-nine thousand \$ 39,000.00
1. (Words) (Figures)

1.08 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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we McKenzie Commercial Contractors Inc

865 West Second Avenue, Eugene OR 97402 as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland

13500 SW Pacific Highway Suite 116, Tigard OR 97227 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

as Oblige, hereinafter called the Oblige, 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 Courthouse Remodels, Contract #LCB 2007-05, Eugene, Oregon

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 28 day of June, 2007

Diane Hammock (Witness)

McKenzie Commercial Contractors Inc By: Zed Stevens (President)

Margaret Huffman (Witness)

Fidelity and Deposit Company of Maryland By: 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 FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, 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, does hereby nominate, constitute and appoint Larry C. BUCK, Paul A. JENSEN, Charles A. O'DELL, Robert A. HARVEY, Catherine L. GOMES, Margaret A. HARGETT, Steven J. HANSON and Margaret HUFFMAN, all of Eugene, Oregon, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance 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 is made that issued on behalf of Larry C. BUCK, Paul A. JENSEN, Charles A. O'DELL, Robert A. HARVEY, Catherine L. GOMES, Margaret A. HARGETT, dated August 4, 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 1st day of May, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

Frank E. Martin Jr

By:

Gregory E. Murray Assistant Secretary

Frank E. Martin Jr

Vice President

State of Maryland }
City of Baltimore } ss:

On this 1st day of May, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, 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.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires July 8, 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 judgements, 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 28 day of June 2007

Ronald G. Heston
Assistant Secretary

