

W.3.C.1.

Memorandum Date: October 21, 2008  
Order Date: November 5, 2008

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**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 2008-06, LANE COUNTY PSB MISCELLANEOUS IMPROVEMENTS 2008, TO MCKENZIE COMMERCIAL CONTRACTORS, INC., FOR A CONSTRUCTION CONTRACT FOR IMPROVEMENTS TO VARIOUS INTERIOR PORTIONS OF THE LANE COUNTY PUBLIC SERVICE BUILDING AND THE LANE COUNTY COURTHOUSE, INCLUDING ALL ELECTRICAL, IN THE AMOUNT OF \$168,683.

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**I. MOTION**

**MOVE APPROVAL OF ORDER 08 - 11 - 5 -** , TO ACCEPT BID LCB 2008-06, LANE COUNTY PSB MISCELLANEOUS IMPROVEMENTS 2008, TO MCKENZIE COMMERCIAL CONTRACTORS, INC., FOR A CONSTRUCTION CONTRACT FOR IMPROVEMENTS TO VARIOUS INTERIOR PORTIONS OF THE LANE COUNTY PUBLIC SERVICE BUILDING AND THE LANE COUNTY COURTHOUSE, INCLUDING ALL ELECTRICAL, IN THE AMOUNT OF \$168,683.

**II. AGENDA ITEM SUMMARY**

The Board is being asked to approve award of a construction contract for improvement projects in the PSB and 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 each fiscal year since 2005/2006. The bid award includes \$55,774 for projects to improve security as well as access to Circuit Court functions in the basement of the Lane County Courthouse, for which sufficient funds are available. The balance of \$112,909 is for various improvements in the Law Library (\$3,978), IS (\$36,990), and a joint



improvement for IS and Assessment & Taxation (\$71,941). Each department has allocated and will fund their portion(s) of the project. The individual components of the project are outlined below:

a. Family Court Assistance office in CH basement:	\$ 7,429
b. Security doors for basement of Courthouse:	36,979
c. Automatic door operators for new basement doors in CH:	<u>11,366</u>
<i>Sub-total, Circuit Courts/Courthouse basement:</i>	<i>55,774</i>
d. Law Library reception door:	<u>3,978</u>
<i>Sub-total, Law Library:</i>	<i>3,978</i>
e. Remodel area of IS east of computer room:	24,560
f. Relocation of IS security door:	<u>12,430</u>
<i>Sub-total, IS:</i>	<i>36,990</i>
g. Security storefront for IS and A&T:	<u>71,941</u>
<i>Sub-total, IS and A&amp;T:</i>	<u>71,941</u>
<b>TOTAL</b>	<b>\$ 168,683</b>

An Invitation to Bid was issued and advertised in the Daily Journal of Commerce and on the Lane County website on September 10, 2008. A non-mandatory pre-bid meeting was held on September 17, 2008. In response to the Invitation to Bid, three bids were received, as listed on the Bid Opening Recap sheet. A public bid opening was conducted on September 30, 2008, by the Department of Management Services. All bids were evaluated by Management Services and PIVOT Architecture for conformance to bid specifications and requirements. The bid submitted by McKenzie Commercial Contractors, Inc., was the low bid.

The project was presented to and approved by the Facilities Sub-Committee on October 21, 2008.

## **B. Policy Issues**

The projects included in this RFP provide for enhanced security for staff and files (both electronic and paper). While there is no specific County policy in that regard Federal and State law require protection of files and data. The Public Service Building was constructed at a time when security was not an issue. Over the past ten years the various County departments have remodeled spaces to provide for security and at the same time allow for appropriate public access.

## **C. Board Goals**

As outlined in the County's Strategic Plan, Core Strategies, Section B, Resource Planning and Allocation, Paragraph B1.d., Lane County will: *Identify 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.*

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

Funds are allocated and appropriated for these remodel projects. Completing these projects will help maintain County assets, provide greater security, and improve access to County services for citizens.

**E. Analysis**

Courthouse Improvements:

The Courthouse elevators do not currently go to the basement. Citizens who need to access the Probate and Archive areas of the Circuit Court must currently use the stairs or elevators in the Public Service Building. Additionally, there are no security checkpoints to access these areas. The requested improvements will allow citizens to go through the Courts' first floor security checkpoints, and then access the Courthouse basement from the Courthouse elevators. This will improve access, especially for those with disabilities, and will improve security in these areas. The Circuit Court is relocating its Family Court Assistance office to an area of the Courthouse basement formerly used by the Law Library. These improvements will provide increased security for those needing the services of the Family Court Assistance office.

Law Library Reception Door:

The new interior door will allow staff to monitor and control access to the back areas of the Law Library.

IS Remodel and Relocation of Security Door / Security Storefront for IS and A&T:

Both of these projects will provide security for the last open areas of the Public Service Building. The relocation of the RIS security door will allow for more efficient access to RIS while maintaining security required under Federal and State laws (Law enforcement and HIPPA are two examples).

**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 Facilities Sub-Committee and the various Departments involved; 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 2008-06 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 08-11-5-**

) **IN THE MATTER OF** AWARD OF BID LCB 2008-06,  
) LANE COUNTY PSB MISCELLANEOUS  
) IMPROVEMENTS 2008, TO MCKENZIE  
) COMMERCIAL CONTRACTORS, INC., FOR A  
) CONSTRUCTION CONTRACT FOR IMPROVEMENTS  
) TO VARIOUS INTERIOR PORTIONS OF THE LANE  
COUNTY PUBLIC SERVICE BUILDING AND THE  
LANE COUNTY COURTHOUSE, INCLUDING ALL  
ELECTRICAL, IN THE AMOUNT OF \$168,683.

**WHEREAS**, at the duly authorized time and place on September 30, 2008, David Suchart, Management Services Director, under authority of Lane Manual Chapter 21, opened bids on the following:

**2008-06 LANE COUNTY PSB MISCELLANEOUS IMPROVEMENTS 2008;** 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 \$168,683, in accordance with the bid specifications; and that the County Administrator be authorized to execute the contract.

Dated this 5<sup>th</sup> day of November, 2008.

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Faye Stewart, Chair  
Board of County Commissioners

APPROVED AS TO FORM  
Date 10/29/08 lane county  
Shard Law  
OFFICE OF LEGAL COUNSEL





1941.2.2.29

Linda J. Kelly, P&B Vice President, Investments  
 - Monday, September 30, 2008, 5:00 pm  
 Linda J. Kelly, Character Place Facilities Offices 15, West Palmdale  
 Increasingly Indirectly 2008

EACH DEPARTMENT NEEDS TO REVIEW AUTOMATES TO DETERMINE WHICH ONES WILL BE AWARDED.



# SECTION 00 41 00

## BID FORM

### THE PROJECT AND THE PARTIES

#### 1.01 TO

#### 1.02 FOR THE FOLLOWING PROJECT

#### 1.03 CONTRACT NUMBER LCB 2008-06

#### 1.04 DATE

- A Bid Closing Date and Time: Tuesday September 30, 2008 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 Smith, Director of Management Services, Lane County Department of Management Services, Public Service Building, 151 West 7th Avenue, Eugene, OR 97401

#### 1.06 PLACE OF BID OPENING

- A Lane County Department of Management Services, 151 West 7th Avenue, Eugene, OR 97401
- B Fifth Floor Facilities Service Office

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

- A Bidder's Full Name: Wickens Construction Services, Inc.
  - 1 Address: 8165 W. 2nd Avenue
  - 2 City, State, Zip: Eugene, OR 97402
  - 3 Phone: 541-343-7143
  - 4 Fax: 541-343-3356
- 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 propose to furnish all material and labor and perform all work hereinafter indicated in strict accordance with drawings and specifications prepared by PIVOT Architecture. The individual Lump Sum price for each bid item as indicated and described on the drawings is as follows:
  - 1 Base Bid Item #8: Removal of office area east of the Computer Room  
Twenty four thousand five hundred sixty and 00/100 dollars  
\$ 24,560.00
- B Base bid work is that of the work and work drawings as indicated in the specifications, and which work may be done in items which work may be deleted for the same project. Attachments: \_\_\_\_\_



- C. The Bidder is aware that the undersigned is not a duly qualified contractor as defined in ORS 279A.120 and that the undersigned is not a duly qualified contractor as defined in ORS 279A.120.

#### 1.09 OVERHEAD & PROFIT

- A. The undersigned certifies that the overhead and profit is not more than \_\_\_\_\_.

#### 1.10 The undersigned agrees to be bound by the following documents:

- J. Bid Schedule
- K. General Conditions
- L. Supplemental General Conditions
- M. General Conditions
- N. Supplemental General Conditions
- O. Addendum
- P. Addendum
- Q. Addendum
- R. Addendum
- S. Addendum
- T. Addendum
- U. Addendum
- V. Addendum
- W. Addendum
- X. Addendum
- Y. Addendum
- Z. Addendum

#### 1.11 SUMMARY OF THE WORK

- A. The project consists of the general contract services for the miscellaneous improvements in various locations of the Lane County Public Service Building at Lane County Courthouse, including all electrical services.

#### 1.12 CONTRACT TIME OF COMPLETION

- A. The undersigned agrees to award the contract and to fully complete the work by June 30, 2009.

#### 1.13 ADDENDA

- A. The undersigned acknowledges that the following Addenda have been received during the bid period. The bid is based on the Bid Documents and Addenda have been considered and all costs are included in the Bid Sum.
- 1. Addendum # 1 Date 9/25/2008
  - 2. Addendum # \_\_\_\_\_ Date \_\_\_\_\_
  - 3. Addendum # \_\_\_\_\_ Date \_\_\_\_\_
  - 4. Addendum # \_\_\_\_\_ Date \_\_\_\_\_

#### 1.14 RESIDENT BIDDER

- A. The undersigned certifies that he/she is \_\_\_\_\_ are not \_\_\_\_\_ check under RESIDENT BIDDER of the State of \_\_\_\_\_ as defined in ORS 279A.120.

#### 1.15 CONSTRUCTION CONTRACTORS BOARD

- A. The undersigned certifies that he/she is in compliance with requirements for construction contractors or landscape contractors and is registered and bonded with the Construction Contractors Board or licensed by the Landscape Contractors Board as follows:
- 1. Registration No. 45537 Expiration Date 7-21-09

#### 1.16 BID SECURITY

- A. Accompanying this award is bid security from Lane County Department of Management Services which is not to be returned to the undersigned until the final Bid plus additive Alternates if



### 1.17. CONTRACT & BOND

- A. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond. The undersigned agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- B. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- C. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- D. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- E. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- F. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- G. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- H. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- I. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- J. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- K. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- L. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
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- R. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- S. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- T. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- U. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- V. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- W. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- X. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- Y. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- Z. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.

### 1.18. NON-COLLUSION

- A. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- B. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
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- V. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- W. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- X. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- Y. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.
- Z. The undersigned hereby agrees to execute and deliver to the Owner with the Bid a fully executed and approved copy of the contract and the Performance and Payment Bond.

### 1.19. BID SECURITY FORFEITURE

- A. The Undersigned further agrees that the Bid Security amount paid for this bid is left in escrow with the Owner, that the amount forfeited is the measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver to the Owner a signed 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 and Insurance Certificate, within ten (10) days after receiving the contract terms, 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 with the Insurance Certificate, the Bid Security shall be returned.

### 1.20. OWNER'S RIGHTS

- A. The Owner reserves the right to select any or all bids, and waive all formalities 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 279C.800 - 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 acknowledges the following:
1. Compliance with ORS 279C.833 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, and the highest rate for all of the job categories.)

### 1.22. NON-DISCRIMINATION CERTIFICATION

- A. The Undersigned certifies that they have not discriminated, equal opportunity, women, or small business enterprises in obtaining any related subcontract.



### 1.23 LIQUIDATED DAMAGES

- A. The Bidder certifies that the Bidder is not liable for any liquidated damages or penalties for failure to perform the Work as described in Section 01 23 00 (1230).

### 1.24 BIDDERS CERTIFICATION

- A. The Bidder certifies that the Bidder is not liable for any liquidated damages or penalties for failure to perform the Work as described in Section 01 23 00 (1230).

### 1.25 BID FORM SUPPLEMENTS

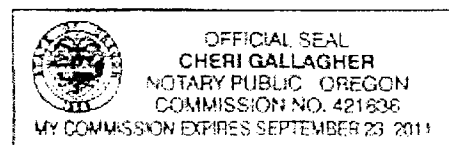
- A. The Bidder certifies that the Bidder is not liable for any liquidated damages or penalties for failure to perform the Work as described in Section 01 23 00 (1230).
- B. Document 00 43 23 (00433) - Supplement C - Alternatives. Include the cost variations to the Bid Sum applicable to the Work as described in Section 01 23 00 (1230).
- C. We agree to submit the following information to the Bidder within 10 days after the date of the 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: McKenzie Commercial Contractors, Inc.
- B. Address of Firm: 805 W. 2nd Avenue
- C. City, State, Zip Code: Eugene, Oregon 97402
- D. Contractor's Federal ID Number (FID): 93-05941341
- E. By: Todd Glone (If Bid is by a partnership, then one of the partners must sign the bid.)
- F. Type or Print Name: Todd Glone
- G. If Corporation, Attach: Naime Hammack (Secretary of the Corporation)
- H. Type or Print Name: Diane Hammack
- I. Subscribed and sworn to before me on the 16th day of September, 2008 (year):
- J. [Signature]
- K. \_\_\_\_\_
- L. Notary Public for the State of Oregon. My commission expires September 23, 2011

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





### ALTERNATES FORM:

## 101 Project

- thirty thousand nine hundred seventy eight and 3/4

11. Amount paid in 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2

- thirty-six thousand nine hundred seventy nine and  $\frac{2}{100}$  dollars  
\$ 36,979.02

10. Alternate the item #4, Jan. 1, 1977, Assistant Clerk  
seven thousand four hundred twenty nine and 00/100 dollars  
\$ 7429.00

- Alternate Bid Item #1 - Proposed: The above area west of the Los Cerritos River  
twenty one thousand eight hundred twenty eight and 00/100 dollars  
 \$ 21,828.00

- F. Antonio Salas y Rodríguez**

6. Amount: Bid No. #7-A-67 Sec. 17, window glass system  
seventy one thousand nine hundred forty one and 2/100 dollars  
 \$ 21,941.00

- H- Alternately Big Item #87: Replacing FIB Section, 2006, is supposed to be approximately  
twelve thousand four hundred thirty and 9/10ths \_\_\_\_\_ 2006H5  
\$12,430.90 \_\_\_\_\_ U.S. Treasury of the United States of America

- 1.04 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.

NSIC UL-FEE Discharge: 6 months and 15  
 Hours (Aug 1990)



SECTION 00 45 21 10

EMPLOYEE DRUG TESTING CERTIFICATION FORM

PART I - GENERAL

2.01 BIDDER'S NAME

2.02 PROJECT NAME & NUMBER

- A. I, the undersigned, being duly sworn, depose and say that I am a duly authorized representative of the Bidder named above. The Owner cannot be held responsible for the actions of the Bidder. The Bidder is responsible for the actions of its employees and subcontractors.
- B. I declare under penalty of perjury that the Bidder has represented to the City authorized representatives of the City and warrants and warrants that the above named Bidder:
- 1. That Bidder has and shall at all times during the term of the Contract will have and enforce a written employee drug testing policy that at a minimum required compliance with the Oregon Department of Transportation Commercial Drivers License drug testing regulations.
  - 2. A copy of the Bidder's current written employee drug testing policy will be available for inspection by the Owner at any time upon the Owner's request; and
  - 3. The Bidder understands, warrants and agrees that its representations and warranties herein will become a contractual part of the Contract and that a breach of any of the foregoing will be sufficient grounds for disqualification under 279C.44(1)(c).
- C. The Owner shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Bidder/Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Bidder/Contractor to violate any laws, including constitutional rights of any employee, including but not limited to: selection of which employees to test and the manner of such testing. The Owner shall not be liable for Bidder/Contractor's negligence in establishing or implementing or failure to establish or implement a drug testing policy, or for any damage or injury caused by Bidder/Contractor's employees acting under the influence of drugs while performing work covered by the Contract. These are Bidder/Contractor's sole responsibilities.
- D. In witness whereof, the Bidder has caused this document to be executed by its duly authorized representative on the date shown below.
- E. SIGNATURE: *Todd Glenz*
- F. PRINTED NAME AND TITLE: *Todd Glenz, President*
- G. DATE: *9-16-08*

END OF SECTION



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Form A-710

## Bid Bond

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

McKinnis Commercial Contractors Inc.

865 West Cleveland Avenue Eugene OR 97401

as Principal, hereinafter called the Principal, and  
Fidelity and Deposit Company of Maryland

Fidelity and Deposit Company of Maryland

13500 SW Pacific Hwy Suite #110 Portland OR 97226

a corporation duly organized under the laws of the State of MD

as Surety, hereinafter called the Surety, are bound firm and undivided in  
Lane County

125 East 8th Avenue Eugene OR 97401

as Obligor, hereinafter called the Obligor, in the sum of Fifty percent of the bid amount

Bid is \$ 10% 1.

for the payment of which we have duly 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

McKinnis Commercial Contractors Inc.

Lane County High Middle School and improvements

Eugene Oregon

NOW, THEREFORE, in the presence of the said Principal and the Surety, we have entered into a Contract  
with the Obligor, in accordance with the terms of the said Contract, which may be specified in the bidding  
or Contract Documents, which said Contract, in the full and perfect performance of which contract and for the prompt  
payment of labor and materials, the said Obligor, in the event of the failure of the Principal to enter  
such Contract and to cash the bid bond, is to be bound and obligated. This obligation shall not exceed the penalty  
hereof between the amount specified in said bond and said higher amount, for which the Obligor may in good faith contract  
with a third party to perform the work, and in the event of the failure of the Obligor to perform the work, the Obligor shall be bound and obligated to pay the penalty in full force and effect.

Signed and sealed this

10

day of

September 2006

By Diane Hammond  
Witness

McKinnis Commercial Contractors Inc.

By Zeke Jones (Seal)

President

Fidelity and Deposit Company of Maryland

By Margaret Hoffman  
Margaret Hoffman

By Arthur Jones (Seal)

Arthur Jones, Agent in Fact

AIA DOCUMENT B-710, 1995 EDITION, INCORPORATING THE 2004 EDITION  
PRINTED IN THE UNITED STATES OF AMERICA



[illegible]

IN WITNESS WHEREOF, the undersigned, Clerk and X, and the undersigned, Secretary, have subscribed their names and affixed the Corporate Seal of the FIRST FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of May, A.D. 2007.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



George J. Thompson, 1890-1900, 1900-1910, 1910-1920, 1920-1930, 1930-1940, 1940-1950, 1950-1960, 1960-1970, 1970-1980, 1980-1990, 1990-2000, 2000-2010, 2010-2020, 2020-2030, 2030-2040, 2040-2050, 2050-2060, 2060-2070, 2070-2080, 2080-2090, 2090-2100, 2100-2110, 2110-2120, 2120-2130, 2130-2140, 2140-2150, 2150-2160, 2160-2170, 2170-2180, 2180-2190, 2190-2200, 2200-2210, 2210-2220, 2220-2230, 2230-2240, 2240-2250, 2250-2260, 2260-2270, 2270-2280, 2280-2290, 2290-2300, 2300-2310, 2310-2320, 2320-2330, 2330-2340, 2340-2350, 2350-2360, 2360-2370, 2370-2380, 2380-2390, 2390-2400, 2400-2410, 2410-2420, 2420-2430, 2430-2440, 2440-2450, 2450-2460, 2460-2470, 2470-2480, 2480-2490, 2490-2500, 2500-2510, 2510-2520, 2520-2530, 2530-2540, 2540-2550, 2550-2560, 2560-2570, 2570-2580, 2580-2590, 2590-2600, 2600-2610, 2610-2620, 2620-2630, 2630-2640, 2640-2650, 2650-2660, 2660-2670, 2670-2680, 2680-2690, 2690-2700, 2700-2710, 2710-2720, 2720-2730, 2730-2740, 2740-2750, 2750-2760, 2760-2770, 2770-2780, 2780-2790, 2790-2800, 2800-2810, 2810-2820, 2820-2830, 2830-2840, 2840-2850, 2850-2860, 2860-2870, 2870-2880, 2880-2890, 2890-2900, 2900-2910, 2910-2920, 2920-2930, 2930-2940, 2940-2950, 2950-2960, 2960-2970, 2970-2980, 2980-2990, 2990-3000, 3000-3010, 3010-3020, 3020-3030, 3030-3040, 3040-3050, 3050-3060, 3060-3070, 3070-3080, 3080-3090, 3090-3100, 3100-3110, 3110-3120, 3120-3130, 3130-3140, 3140-3150, 3150-3160, 3160-3170, 3170-3180, 3180-3190, 3190-3200, 3200-3210, 3210-3220, 3220-3230, 3230-3240, 3240-3250, 3250-3260, 3260-3270, 3270-3280, 3280-3290, 3290-3300, 3300-3310, 3310-3320, 3320-3330, 3330-3340, 3340-3350, 3350-3360, 3360-3370, 3370-3380, 3380-3390, 3390-3400, 3400-3410, 3410-3420, 3420-3430, 3430-3440, 3440-3450, 3450-3460, 3460-3470, 3470-3480, 3480-3490, 3490-3500, 3500-3510, 3510-3520, 3520-3530, 3530-3540, 3540-3550, 3550-3560, 3560-3570, 3570-3580, 3580-3590, 3590-3600, 3600-3610, 3610-3620, 3620-3630, 3630-3640, 3640-3650, 3650-3660, 3660-3670, 3670-3680, 3680-3690, 3690-3700, 3700-3710, 3710-3720, 3720-3730, 3730-3740, 3740-3750, 3750-3760, 3760-3770, 3770-3780, 3780-3790, 3790-3800, 3800-3810, 3810-3820, 3820-3830, 3830-3840, 3840-3850, 3850-3860, 3860-3870, 3870-3880, 3880-3890, 3890-3900, 3900-3910, 3910-3920, 3920-3930, 3930-3940, 3940-3950, 3950-3960, 3960-3970, 3970-3980, 3980-3990, 3990-4000, 4000-4010, 4010-4020, 4020-4030, 4030-4040, 4040-4050, 4050-4060, 4060-4070, 4070-4080, 4080-4090, 4090-4100, 4100-4110, 4110-4120, 4120-4130, 4130-4140, 4140-4150, 4150-4160, 4160-4170, 4170-4180, 4180-4190, 4190-4200, 4200-4210, 4210-4220, 4220-4230, 4230-4240, 4240-4250, 4250-4260, 4260-4270, 4270-4280, 4280-4290, 4290-4300, 4300-4310, 4310-4320, 4320-4330, 4330-4340, 4340-4350, 4350-4360, 4360-4370, 4370-4380, 4380-4390, 4390-4400, 4400-4410, 4410-4420, 4420-4430, 4430-4440, 4440-4450, 4450-4460, 4460-4470, 4470-4480, 4480-4490, 4490-4500, 4500-4510, 4510-4520, 4520-4530, 4530-4540, 4540-4550, 4550-4560, 4560-4570, 4570-4580, 4580-4590, 4590-4600, 4600-4610, 4610-4620, 4620-4630, 4630-4640, 4640-4650, 4650-4660, 4660-4670, 4670-4680, 4680-4690, 4690-4700, 4700-4710, 4710-4720, 4720-4730, 4730-4740, 4740-4750, 4750-4760, 4760-4770, 4770-4780, 4780-4790, 4790-4800, 4800-4810, 4810-4820, 4820-4830, 4830-4840, 4840-4850, 4850-4860, 4860-4870, 4870-4880, 4880-4890, 4890-4900, 4900-4910, 4910-4920, 4920-4930, 4930-4940, 4940-4950, 4950-4960, 4960-4970, 4970-4980, 4980-4990, 4990-5000, 5000-5010, 5010-5020, 5020-5030, 5030-5040, 5040-5050, 5050-5060, 5060-5070, 5070-5080, 5080-5090, 5090-5100, 5100-5110, 5110-5120, 5120-5130, 5130-5140, 5140-5150, 5150-5160, 5160-5170, 5170-5180, 5180-5190, 5190-5200, 5200-5210, 5210-5220, 5220-5230, 5230-5240, 5240-5250, 5250-5260, 5260-5270, 5270-5280, 5280-5290, 5290-5300, 5300-5310, 5310-5320, 5320-5330, 5330-5340, 5340-5350, 5350-5360, 5360-5370, 5370-5380, 5380-5390, 5390-5400, 5400-5410, 5410-5420, 5420-5430, 5430-5440, 5440-5450, 5450-5460, 5460-5470, 5470-5480, 5480-5490, 5490-5500, 5500-5510, 5510-5520, 5520-5530, 5530-5540, 5540-5550, 5550-5560, 5560-5570, 5570-5580, 5580-5590, 5590-5600, 5600-56

State of Maryland )  
County of Baltimore )

On this 1st day of May, A.D. 2007, before the undersigned authority, a duly sworn officer of the State of Maryland, duly commissioned and qualified, came FRANK L. MARTIN JR., Vice President, and FLEGGORY L. 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 are well known to me, and I observed the execution of the same, and being by me duly sworn, severally and each for himself, deposing and saying 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 the official Seal this day and year first above written.



University of Illinois at Chicago  
 3125 S. Maryland Ave., Chicago, IL 60607-7143  
 Tel: 312/996-3000 Fax: 312/996-3001  
 E-mail: [shen@uic.edu](mailto:shen@uic.edu)