

W. 7.F. 3

AGENDA COVER MEMORANDUM

Agenda Date: August 24, 2006
TO: Board of County Commissioners
DEPARTMENT: Management Services
PRESENTED BY: David Suchart, Director
SUBJECT: IN THE MATTER OF AWARD OF BID LCP 2006-05 FOR A CONSTRUCTION CONTRACT FOR LANE COUNTY DEEDS & RECORDS/HUMAN RESOURCES REMODEL IN THE AMOUNT OF \$174,661.

1. Proposed Motion:

MOVE TO ACCEPT BID LCP 2005-01 FOR A CONSTRUCTION CONTRACT FOR LANE COUNTY DEEDS & RECORDS/HUMAN RESOURCES REMODEL IN THE AMOUNT OF \$174,661.

2. Issue/Problem:

The current set-up for Deeds and Records has been essentially the same since the program moved to that space in 1977. Changes in technology, use of staff, client service as well as security concerns suggest upgrading that area. At the same time Human Resources has outgrown its reception area and there are concerns regarding the confidentiality of personnel records.

3. Discussion:

3.1 Background

Bid documents were prepared with a bid opening of July 26, 2005. Legal Notices for the construction contract for the project were prepared and advertised in the Register-Guard and the Daily Journal of Commerce on July 5, 2005. In response to the Invitation for Bid, four bids were received, as listed on the Bid Opening Recap Sheet. All bidders provided the First Tier Subcontractor Disclosure Forms.

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
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 Lane County Deeds & Records Office Remodel, located at the Lane County Public Services Building, 125 East 8th Avenue, Eugene, OR for the Department of Management Services including all electrical and fire sprinkler service. The building remodel consists of approximately 4,060 total square feet of office space on one floor.

1.12 CONTRACT TIME OF COMPLETION

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

1.13 ADDENDA

- A. The undersigned acknowledges that the following Addenda have been received during the bid period. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 1. Addendum # 01 Dated 7-21-05
 2. 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 7-21-07

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: Fidelity + Deposit of Maryland
 2. Address: 13500 SW Pacific Highway, Suite 116
 3. City/State: Tigard, OR, 97223
- 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.

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, undertaking, 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

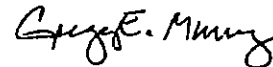
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was 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 26 day of JULY, 2005.



Assistant Secretary