

Project No. 1806
Division 0 - Bid Form
Section 00300
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SECTION 00300

BID FORM

Bid: Yamhill County
Health and Human Services "Ticor" Building Interior
Remodel
McMinnville, Oregon

Time & Date: 2:00 p.m. local time, Thursday December 13, 2018
(BIDS ARE DUE)
4:00 p.m. local time, Thursday December 13, 2018
(BIDS WILL BE OPENED)

Mail To: Yamhill County
535 Northeast 5th Street
McMinnville, Oregon 97128
Attention: Joe Moore, Facilities Manager

Hand Delivery: Yamhill County
535 Northeast 5th Street
McMinnville, Oregon 97128

The undersigned Bidder declares they have carefully examined the drawings and the specifications, HAVE MADE AN EXAMINATION OF THE SITE OF THE PROPOSED WORK AND HAVE MADE SUCH INVESTIGATIONS NECESSARY TO DETERMINE THE CHARACTER OF MATERIAL AND THE CONDITIONS TO BE ENCOUNTERED. The undersigned hereby proposes to furnish all material and labor and perform all work to complete the Yamhill County Health and Human Services "Ticor" Building Interior Remodel project in strict compliance with the Contract Documents as prepared by **RSS ARCHITECTURE, P.C.** and to be bound by the following:

Invitation to Bid
Instructions to Bidders
Bid Form
Contract Forms
General Conditions
Supplementary General Conditions
Prevailing Wage Rates for Public Works Contracts in Oregon
Referenced Oregon Revised Statutes
Specifications and Drawings
Addenda (if any)

BASIC BID

forty-five
Three hundred ~~thirty-two~~ thousand three hundred Dollars
thirty-two and zero cents
and ~~345,322~~ zero Cents (\$ 345,322)

ALLOWANCES

The undersigned acknowledges including within the base bid sum shown above the cash allowance amount specified in section 01200, paragraph 1.2.F.1. FAILURE TO INCLUDE THE CASH ALLOWANCE AMOUNT SPECIFIED WITHIN THE BASE BID SUM SHALL BE GROUNDS FOR REJECTION OF THIS BID PROPOSAL.

B.O.19-16

ADDENDA

The following Addenda have been received and their costs are included in this Bid Proposal:

- Addendum No. #1 Date DEC-5-18
- Addendum No. _____ Date _____
- Addendum No. _____ Date _____
- Addendum No. _____ Date _____

COMPLETION DATE

IT IS UNDERSTOOD TIME IS OF THE ESSENCE AND THE COMPLETION DATE INDICATED BELOW WILL BE A CONSIDERATION IN AWARDING THE BID.

Basic Bid Completion Date: the undersigned agrees to complete the project, in total, and be ready to depart the site, punch list and project paperwork completed, no later than 60 calendar days after receiving formal written notice to proceed. It is understood the completion date listed above takes into account the average climatic range and usual industrial conditions prevailing in this locality. The undersigned agrees, no matter how many calendar days are indicated above, the project will be completed as specified no later than 5:00 p.m. Tuesday April 30, 2018.

The undersigned agrees, if awarded the Contract, to execute and deliver to the Owner, through the Architect, within ten (10) days after receiving the Contract Form an Agreement and a satisfactory Performance and Payment bond in an amount equal to one hundred percent (100%) of the Contract Sum using forms called for by the Owner. The undersigned further agrees to prepare and deliver to the Owner, through the Architect, a schedule of values, subcontractor list, products list, and project schedule within the time period specified for each item indicated in the project specifications.

LIQUIDATED DAMAGES

It is further agreed unless extended in accordance with "The General Conditions of the Contract for Construction" the undersigned will pay, as liquidated damages to the Owner for any delay beyond the completion date named above the sum of one thousand dollars and no cents (\$1,000.00) per calendar day for each day required beyond that date.

GUARANTEE OF BID

The undersigned agrees to guarantee all bids for a period of forty-five (45) calendar days.

BID BOND

The undersigned agrees the bid security accompanying this proposal 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 and surety; and that if the undersigned defaults in executing that agreement

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BID BOND (CONTINUED)

within ten (10) days of written notification of the award of the contract to them or in furnishing the surety, then the check or bid bond shall become the property of the Owner; but if this proposal is not accepted within forty-five calendar (45) days of the time set for the submission of the bids, or if the undersigned executes and delivers said contract and bond, the check or bid bond shall be returned.

PREVAILING WAGE RATES

It is agreed the undersigned shall comply with the requirements of ORS 279C.800 to 279C.870 if the cost of the project exceeds \$50,000.00. Reference PREVAILING WAGE RATE specification section included in the project manual. It is agreed the Owner shall pay a fee to the Bureau of Labor and Industries pursuant to the provisions of ORS 279C-825(1). The fee is one-tenth of one percent of the price of the Contract, but not less than \$250.00 or more than \$7,500.00, regardless of the Contract price.

WORKERS' COMPENSATION REQUIREMENTS

It is agreed the undersigned shall comply with the requirements of ORS 656.017, Oregon Workers' Compensation Law.

OWNER'S RIGHTS

It is the intent of Yamhill County to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. Yamhill County shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the County's judgement, is in the County's own best interests.

NON-COLLUSION AFFIDAVIT

The undersigned certifies the bid has been arrived at by the bidder independently and has been submitted without any collusion designed to limit independent bidding or competition. The undersigned further certifies that no official or employee of Yamhill County shall have any interest, direct or indirect, in work to be performed in connection with this contract. All contractors shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest.

CERTIFICATE OF REGISTRATION

The undersigned certifies that the Bidder is certified/registered with the Oregon Contractors Board in accordance with ORS Chapter 700.

By (name): Amy Madley
Title: PRESIDENT
Date: 12/13/18

CERTIFICATE OF REGISTRATION (CONTINUED)

Name of Firm: ANDY MEDCALF CONST. CO.
Address: 1485 20TH ST. SE SALASAL ORE 971302
Telephone Number: 503-584-1416 (City) (State) (Zip)

By: *Andy Medcalf*
(Signature of Authorized Official. If bid is a partnership, one of the partners must sign bid.)

Official Capacity: PRESIDENT

If corporation, attest: *Laura Medcalf*
(Secretary of Corporation)

SEAL (if Corporate)

Corporation
 Partnership
 Individual

Oregon Contractors Board Registration Number: _____

EQUAL OPPORTUNITY EMPLOYMENT CERTIFICATION

I, ANDY MEDCALF CONST. CO. (name of bidder) certify:

1. All applicable Federal and Oregon State laws and regulations and all City policies and regulations pertaining to equal employment opportunities and employment discrimination on the basis of race, religion, age, mental or physical handicap, national origin, or sex will be complied with.
2. Affirmative steps must be taken to assure small, minority, and women-owned business and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:
 - a. Include any such qualified firms on solicitation lists.
 - b. Assure such firms are solicited whenever they are potential sources.
 - c. When economically feasible, divide total requirements into smaller tasks or quantities to permit such firms maximum opportunities for participation through subcontracting.
 - d. Where possible, establish delivery schedules which will encourage such participation.
 - e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise (Department of Commerce), the Community Services Administration and other sources when appropriate.
3. During performance of the proposed Contract:

EQUAL OPPORTUNITY EMPLOYMENT CERTIFICATION (CONTINUED)

3. (continued):
- a. Bidder intends to use the following listed trades in performing the work:
- (Subcontractors, material supplier and manufacturers list shall be submitted to the Architect within twenty-four (24) hours after official bid opening).
4. During performance of the proposed Contract, Bidder shall not discriminate against any subcontractor, employee, applicant for employment, or application for subcontract because of race, color, religion, sex, handicap, or national origin. Bidder shall take positive steps to achieve the goals of utilizing applicants for subcontracts and employment in the Work without regard to their race, color, religion, sex, handicap, or national origin.
- Positive steps shall include:
- a. Avoidance of unlawful discrimination.
b. Efforts in recruitment to fill openings without discrimination.
c. Training for advancement, and
d. Refusing to make, renew or use collective bargaining agreements which are known to result in discrimination excluding minority individuals.
5. The successful Bidder shall provide Yamhill County all information needed to complete any Minority, Women and Emerging Small Business Activity Report. Report form may be received by the successful Bidder from Yamhill County. Required information shall be provided prior to disbursement of final payment to the successful Bidder by Yamhill County.

Name of Bidder: ANDY MEDICAL CONST. CO.

By (signature): *Andy Medcalf*

Title: PRESIDENT

Date: 12/13/18

RESIDENT BIDDER CERTIFICATION

(Place a check in the appropriate box)
The undersigned is considered
The undersigned is not considered
a resident bidder as defined in ORS 279A.120.

Name of Bidder: ANDY MEDICAL CONST. CO.

By (signature): *Andy Medcalf*

Title: PRESIDENT

Date: 12/13/18

ACCESS TO RECORDS

The grantee or any of their authorized representatives, shall have access to any books, documents, papers, and records of the successful bidder for three years after Yamhill County makes final payments and all other pending matters are closed.

Name of Bidder: ALDY MEDICAL CONST. CO.

By (signature): Amy McCreary

Title: PRESIDENT

Date: 12/13/18

Accepted by Yamhill County
Board of Commissioners on
4/17/19 by Board Order
19-16

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Andy Medcalf Construction Co.

_____ as Principal, hereinafter called the Principal,

and the Developers Surety and Indemnity Company,

of Lake Oswego, OR, a corporation duly organized under

the laws of the State of California, as Surety, hereinafter called the Surety, are held and firmly bound unto

Yamhill County as Obligee, hereinafter called the Obligee,

in the sum of Ten Percent (10%) of Bid Amount

Dollars (\$ Ten Percent (10%) of Bid Amount), 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 Yamhill County Health & Human Services "TICOR" Building Interior Remodel

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee 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 Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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 18th day of December, 2018

Saura Medcalf

Witness

Andy Medcalf Construction Co. (Seal)
{ Andy Medcalf President

Principal
Title

Misti Webb

Witness

Developers Surety and Indemnity Company
{ By Tamara A. Ringeisen

Attorney-in-Fact

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Christopher Kinyon, Julie R. Truitt, Karen C. Swanson, Sara Sophie Sellin, Aliceon A. Keltner, Taylor Renae Kornell, Jamie Diemer, Carley Espiritu, Misti M. Webb, Michael S. Mansfield, David W. Ross, Tamara A. Ringeisen, James Roy Cox, Linda Diane Shaddon, Dana Marie Brinkley, Annelies M. Richie, Cynthia L. Jay, Kyle Joseph Howat, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

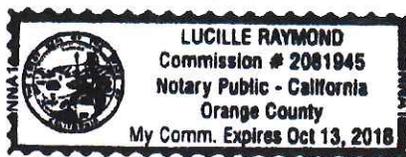
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 10th day of December 2018

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

