

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF ENTERING INTO)
A CONTRACT WITH FRAHLER ELECTRIC) Resolution No. 88-876
COMPANY FOR CONSTRUCTION OF THE)
OREGON STREET DETOUR)

WHEREAS, The Oregon Convention Center Project has initiated a bidding process for the Oregon Street Detour Project following the prescribed guidelines; and

WHEREAS, FRAHLER ELECTRIC COMPANY has been found to be the lowest responsive, responsible bidder for construction of the Oregon Street Detour; and

WHEREAS, The Council Convention Center Committee recommends approval of the Contract; now, therefore,

BE IT RESOLVED:

1. That the Council of the Metropolitan Service District authorizes the District to enter into a contract with FRAHLER ELECTRIC COMPANY for construction of the Oregon Street Detour within ten (10) days of the adoption of the Resolution.

ADOPTED by the Council of the Metropolitan Service District this 25th day of February, 1988.

Mike Ragsdale, Presiding Officer

METRO CONTRACT NO. _____

STANDARD CONSTRUCTION AGREEMENT
BETWEEN METRO AND CONTRACTOR

THIS AGREEMENT made as of the _____ day of February, 1988,
between the Metropolitan Service District (Metro), 2000 S. W. First
Avenue, Portland, Oregon, 97201-5398, and the

CONTRACTOR: FRAHLER ELECTRIC COMPANY for the

PROJECT: OREGON STREET DETOUR.

Metro and Contractor agree as set forth below.

I. Contract Documents.

The Contract Documents consist of this Agreement, the General Conditions of the Contract, the Technical Provisions, the Drawings, and all Addenda issued prior to, and all Modifications issued after execution of this Agreement. These documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

II. The Work.

Contractor shall furnish all labor, tools, equipment, materials, services and permits other than the General Building Permit necessary to perform the following Work:

A. Barricade the westbound street connection from Holladay to Williams Avenue.

B. Lay out revised striping on approaches to convention center site to include the Steel Bridge. Lay out revised striping on Hassalo Street between Williams and Grand; remove curb parking in this area.

C. Lay out revised striping on Hassalo Street between Williams and Grand Avenue to include two eastbound lanes and remove curb parking.

D. Install new traffic signals on Hassalo Street at First, Union, and Grand Avenues.

E. Install temporary and permanent signage in convention center area as shown in plans.

Contractor shall perform all of the Work in strict accordance with and as required by the Contract Documents and in accordance with any instructions as issued by the Project Manager under the procedures of the General Conditions.

III. Contract Sum.

Metro shall pay Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of SIXTY-NINE THOUSAND TWO HUNDRED FIFTY-SIX and 01/100th (\$69,256.01) DOLLARS.

This quantity includes payment for those lump sum bid items in the Bid Schedule as well as payment for tasks priced on a unit basis at the level of effort estimated by Metro.

Progress payments shall be made in accordance with the General Conditions.

IV. Time of Commencement, Substantial Completion and Liquidated Damages.

The Work to be performed under this Contract shall be commenced on the date stipulated in the written notice to proceed issued to Contractor by Metro, and, subject to authorized adjustments, Substantial Completion shall be achieved not later than April 15, 1988. Final Completion shall be achieved not later than April 31, 1988.

Should Contractor fail to complete performance of the Work within the time prescribed herein, the harm that will be caused by such delay will be incapable or very difficult of accurate estimation. Contractor agrees to pay Metro \$200 per day as agreed liquidated damages for the delay, and not as a penalty, as a reasonable forecast by Contractor and Metro of just compensation, for each and every calendar day or fraction thereof elapsing between the specified substantial completion date and the date the work is actually substantially completed by Contractor, and to pay Metro \$200.00 per day as agreed liquidated damages for the delay, and not as a penalty, as a reasonable forecast by Contractor and Metro of just compensation, for each and every calendar day or fraction thereof elapsing between the specified final completion date and the work actually finally completed by Contractor. At its option, Metro may deduct any such accrued liquidated damages from any amounts due the Contractor under the terms of this Contract.

V. Additional or Deleted Work.

Contractor shall, when so instructed by Metro under the procedures of the General Conditions, perform additional Work or delete Work in accordance with the General Conditions. The Unit Prices listed below shall determine the value of extra Work or changes, as applicable. They shall be considered complete, including all material and equipment, labor, installation, costs, overhead, and profit, and shall be used uniformly for either additions or

deductions. - The percentage mark-up or credit for additional or deleted Work, other than as specified under Unit Prices, shall be as set out in the General Conditions.

[Attach list of unit prices]

VI. Acceptance of Award.

This Agreement shall be accepted by Contractor's signature hereon. Commencement of performance, shipment, or delivery under this Contract constitutes complete, irrevocable acceptance of all terms and conditions hereunder irrespective of other or contradictory terms and conditions of any invoices or other writing. This writing is intended by the parties as a final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement. No other statement of any kind, either oral or written, shall be binding upon the parties.

VII. Bonds.

With this Contract, Contractor shall submit a Performance Bond, and a Labor and Materials Payment Bond, both in a form acceptable to Metro both in the amount of SIXTY-NINE THOUSAND TWO HUNDRED FIFTY-SIX and 01/100ths (\$69,256.01) DOLLARS as surety to ensure full compliance execution and performance of this contract by Contractor in accordance with all its terms and provisions. The Bonds shall stay in force for a period of one (1) year after written acceptance of the work by Metro as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

VIII. Entire Agreement.

THIS CONTRACT SIGNED BY BOTH PARTIES AND SO
INITIALED BY BOTH PARTIES IN THE MARGIN OPPOSITE
THIS PARAGRAPH CONSTITUTES A FINAL WRITTEN
EXPRESSION OF ALL OF THE TERMS OF THIS AGREEMENT
AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE
TERMS. ANY AND ALL REPRESENTATIONS, PROMISES,
WARRANTIES, OR STATEMENTS BY CONTRACTOR
OR CONTRACTOR'S AGENTS THAT DIFFER IN ANY WAY FROM
THE TERMS OF THIS WRITTEN AGREEMENT SHALL BE GIVEN
NO FORCE AND EFFECT. THIS CONTRACT SHALL BE
CHANGED, AMENDED, OR MODIFIED ONLY BY WRITTEN
INSTRUMENT SIGNED BY BOTH METRO AND CONTRACTOR.
THIS CONTRACT SHALL NOT BE MODIFIED OR ALTERED BY
ANY COURSE OF PERFORMANCE BY EITHER PARTY.

Metro

Contractor

Contractor:

Metro:

By: _____
Title: _____

By: _____
Title: _____

NOTE TO BIDDER: Preferably type or use BLACK ink for completing this Bid form.

PROPOSAL

To: Director, Oregon Convention Center Project
Address: 2000 S. W. First Avenue, Portland, OR 97201-5398
Project Title: Oregon Street Detour
Bidder: Frahler Electric Company
Address: 11860 SW Greenburg Rd
Tigard, Or 97223
Date: February 22, 1988

Bidder's Person to Contact for Additional Information on this Bid:

Name: Chan A. Stokes
Telephone: (503) 639-4627

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that the unit prices bid for the above referenced project are fairly balanced between the various quantity ranges, that it is made without collusion with any official of Metro, and that the Proposal is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the completion of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made in accordance with the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

This Bid is irrevocable for thirty (30) days following the opening of bids.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he/she will, within five (5) days, not including Sundays and legal holidays, after

notice of award, sign the Contract in the form annexed hereto, and will at that time, deliver to Metro the Performance Bond and the Labor and Materials Payment Bond required herein, and will, to the extent of his/her Bid, furnish all machinery, tools, apparatus, and other means of operation and construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

The Bidder further agrees to furnish to Metro, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

COMMENCEMENT OF WORK AND CONTRACT COMPLETION TIME

The time frame for the award and execution of this Contract shall be as previously stipulated in the INSTRUCTIONS TO BIDDERS. Within a five (5) day period following written notice, by certified mail, the successful Bidder shall be contacted by Metro to schedule a preconstruction conference in order to coordinate construction activities with ongoing operations.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work in compliance with the Drawings and Specifications, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to Metro in the amount of \$200 per day.

SALES AND USE TAXES

The Bidder agrees that all federal, state and local sales and use taxes are included in the stated bid prices for the work.

LUMP SUM OR UNIT PRICE WORK

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the estimated quantities. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

BID SCHEDULE FOR OREGON STREET DETOUR

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1. Removal of Overhead Signs	5 EA.	\$ 300.00	\$ 1,500.00
3. Removal of Overhead Sign and Illumination	1 EA.	652.00	652.00
3. Removal of Signs on Posts and Poles	34 EA.	7.00	238.00
4. Pipe Sign Posts	31 EA.	40.00	1,240.00
5. Bridge Sign Posts	3 EA.	400.00	1,200.00
6. Type "C" Signs, in Place	85.75 SF	8.00	686.00
7. Type "D" Signs, in Place	28.50 SF	8.00	228.00
8. Type "E" Signs, in Place	20 SF	12.00	240.00
9. Type "O" Signs, in Place	86 SF	8.00	688.00
10. Type "U" Signs, in Place	900 SF	12.00	10,800.00
11. Type III Barricades	53 EA	50.00	2,650.00
12. Concrete Barrier	76 LF	23.00	1,748.00
13. Stripe Removal	4900 LF	.60	2,940.00
14. Striping Layout	550 LF	3.80	2,090.00
15. Temporary Traffic Signals	3 EA	14,118.67	42,356.01

TOTAL AMOUNT BID \$ 69,256.01

ADDENDA

The Bidder hereby acknowledges that he/she has received Addenda Numbers 1 (bidder insert number of each Addendum received) to these specifications.

If the Bidder is awarded a Contract on this Bid, the Surety who provides the Performance Bond and Labor and Materials Payment Bond will be

Street Hamilton Ohio _____

 City State zip

The name of the Bidder submitting this Bid is Frahler Electric

<u>11860 SW Greenburg Rd</u>	<u>Tigard</u>	<u>Or</u>	<u>97223</u>
Street	City	State	Zip

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Michael W. Frahler _____ President _____
Richard W. Frahler _____ Secretary _____

IN WITNESS hereto the undersigned has set his/her (its) hand this _____
day of _____, 19__.

Signature of Bidder

Title _____

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 22nd day of February, 1988.

(SEAL)

Frahler Electric Company
Name of Corporation
By: M. M. Frahler
Title: PRESIDENT
Attest: R. J. Frahler
Secretary

BID BOND

BOND NO. _____

AMOUNT: \$10% of Bid

KNOW ALL MEN BY THESE PRESENTS, that Frahler Electric Company
hereinafter called the PRINCIPAL, and The Ohio Casualty Insurance
Company

a corporation duly organized under the laws of the State of Ohio
having its principal place of business at Hamilton
_____, in the state of Ohio,

and authorized to do business in the state of Oregon, as SURETY, are
held and firmly bound unto Metropolitan Service District
hereinafter called the OBLIGEE, in the penal sum of Ten Percent (10%)
of the total bid amount XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly
by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting his/her or its Bid
Construction of the Oregon Street Detour for the
Bid for Oregon Convention Center Project,

said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted, and
the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall
execute the proposed Contract and shall furnish such performance and
payment Bond as required by the Contract Documents within the time
fixed by the Documents, then this obligation shall be void; if the
PRINCIPAL shall fail to execute the proposed Contract and furnish the

bond, the SURETY hereby agrees to pay to the OBLIGEE the penal sum as liquidated damages, within 10 days of such failure.

Signed and sealed this 17th day of February, 1988.

Frahler Electric Company
PRINCIPAL

By M. M. Frahler PRESIDENT

The Ohio Casualty Insurance Company
SURETY

By William H. Burton
Attorney-in-Fact

DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM

(To be submitted with Bid or Proposal)

Name of Metro Project: Oregon Convention Center Project
Oregon Street Detour
Name of Contractor: Frahler Electric Company
Address: 11860 SW Greenburg Rd, Tigard, Or 97223
Phone: (503) 639-4627

In accordance with Metro's Disadvantaged Business Program, the above-named contractor has accomplished the following:

1. Has fully met the contract goals and will subcontract 12% percent of the contract amount to DBEs and 29% percent to WBEs.
2. Has partially met the contract goals and will subcontract percent of the contract amount to DBEs and percent to WBEs. Contractor has made good faith efforts prior to bid opening (or proposal submission date, as applicable), to meet the full goals and will submit documentation of the same to Metro within two working days of bid opening (or proposal submission date).
3. Will not subcontract any of the contract amount to DBEs or WBEs but has made good faith efforts prior to bid opening (or proposal submission date, as applicable) to meet the contract goals and will submit documentation of such good faith efforts to Metro within two working days of bid opening (or proposal submission date).

Chan A. Stokes
Chan A. Stokes
Authorized Signature

February 22, 1988

Date

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 20-316

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

William H. Burton or Daniel Bertuleit

or James R. Cole - - - - - of Tigard, Oregon - - - - -
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, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

FIVE MILLION - - - - - (\$5,000,000.00 - -) Dollars,
excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

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 Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.



In WITNESS WHEREOF, the undersigned, officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 21st day of December 19 83.

(Signed) Richard T. Hoffman

Asst. Secretary

STATE OF OHIO, } ss.
COUNTY OF BUTLER

On this 21st day of December A. D. 19 83 before

the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Richard T. Hoffman, Asst. Secretary - - - of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer 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 at the City of Hamilton, State of Ohio, the day and year first above written.

(Signed) Dorothy Bibee

Notary Public in and for County of Butler, State of Ohio

My Commission expires December 24, 1986.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this _____ day of _____ A.D., 19 _____



Assistant Secretary



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Meeting Date: February 25, 1988

Agenda Item: 8.3

Memorandum

Metro Council

Richard Waker
Presiding Officer
District 2

Jim Gardner
Deputy Presiding
Officer
District 3

Mike Ragsdale
District 1

Corky Kirkpatrick
District 4

Tom DeJardin
District 5

George Van Bergen
District 6

Sharron Kelley
District 7

Mike Bonner
District 8

Tanya Collier
District 9

Larry Cooper
District 10

David Knowles
District 11

Gary Hansen
District 12

Executive Officer
Rena Cusma

Date February 23, 1988
To Metro Council
From Tuck Wilson
Subject Oregon Street Detour Contract Recommendation

Attached for your consideration is a draft resolution awarding the Oregon Street Detour construction contract to Frahler Electric Company, of Tigard, Oregon.

Eight bids were received and opened on Monday, February 22. A summary of the bids are attached. The low bid of \$69,256.01 is approximately \$10,000 under the engineer's estimate, and \$1,486.99 less than the next lowest bidder.

Frahler's bid is in compliance with Metro's DBE/WBE program, with 12% subcontracted to a DBE firm, and 29% subcontracted to a WBE firm.

Frahler Electric is on the City of Portland's approved list of signal contractors, and has performed similar work for the City and State, and therefore appears to be qualified to perform the work specified in the bid documents.

Frahler's proposal is attached, as is the proposed contract. The Council Convention Center Committee considered this contract on Tuesday, February 23, and recommends approval.

cc: Rena Cusma

**Metropolitan Service District
Oregon Convention Center Project
Oregon Street Detour Bids**

On February 22, 1988 at in the offices of the Metropolitan Service District, 2000 SW First Street, Portland, Oregon, bids for the Oregon Street Detour project were publicly opened. At 2:00 pm PST each bid was opened and read by Neil McFarlane, and passed to Sandy Bradley for verification and recording.

Results are:

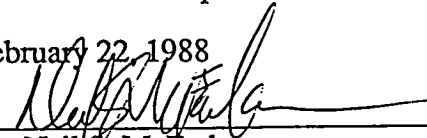
Warner Pacific Corporation 2310 N. Kerby Ave Portland, Oregon 97227	\$109,613.50
Hamilton Electric 232 W. 5th Eugene, Oregon 97440	94,746.17
H & H Electric P.O. Box 2578 Portland, Oregon 97208	82,222.00
Tice Electric P.O. Box 15009 Portland, Oregon 97215-0009	73,661.00
Dirt & Aggregate Interchange, Inc. 20905 NE Sandy Blvd. Portland, Oregon 97060	123,259.38
Frahler Electric Company 11860 SW Greenberg Rd Tigard OR 97223	69,256.01
Highlight Construction Company 33440 S.E. Carpenter Lane Gresham, Oregon 97080-8811	98,582.68
Heil Electric Company 8425 SE Stark Portland, OR 97216	70,743.00
ENGINEER'S ESTIMATE	
Signal Installation	\$45,000.00
Signs and Striping	34,816.75

Total

79,816.75

Bids will be filed and reviewed at the offices of the Convention Center Project at the Metropolitan Service District. The public opening does not waive any informalities or irregularities with respect to bids received.

Date: February 22, 1988

Signed: 

Neill S. McFarlane