

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING )  
CONTRACT FOR STRUCTURAL STEEL, ) RESOLUTION NO. 88-908  
BID PACKAGE NO. 1 WITH CANRON )  
WESTERN FOR THE OREGON )  
CONVENTION CENTER )

WHEREAS, Via Resolution No. 88-881, the Council of the Metropolitan Service District authorized receipt of bids for the Structural Steel, Bid Package No. 1 for the Oregon Convention Center; and

WHEREAS, In accordance with the construction schedule recommended by Turner Construction Company, a bid period commencing March 21, 1988 has occurred in accordance with the public bidding procedures of the Metropolitan Service District; and

WHEREAS, April 19, 1988 bids were opened and upon review, Cannon Western was determined to be the lowest, responsive and responsible bidder; and

WHEREAS, The Metro Council Convention Center Committee has been apprised of the determination of received bids at a special meeting occurring April 26, 1988; now, therefore,

BE IT RESOLVED:

1. That the Council of the Metropolitan Services District authorizes the District to enter into a contract for Structural Steel, Bid Package No. 1 with Cannon Western.

ADOPTED by the Council of the Metropolitan Service District this 28<sup>th</sup>  
day of April, 1988.

  
Mike Ragsdale, Presiding Officer

CONSTRUCTION AGREEMENT  
FOR THE  
STRUCTURAL STEEL CONTRACT

OREGON CONVENTION CENTER

This Construction Agreement is made by and between Western Canron  
hereinafter called Contractor, and the Metropolitan Service District,  
a political subdivision of the State of Oregon, hereinafter called  
Metro.

Contractor and Metro agree as follows:

1. Contract Documents

The Contract Documents consist of this Construction Agreement, the Advertisement for Bids, the Invitation to Bid, the Instructions to Bidders, the Bid Forms, including Bid Schedules, bid security and Disadvantaged Business Program forms, the Novation Agreement, the Performance and the Labor and Materials Payment Bonds, the General Conditions, the Supplementary Conditions, the Specifications, the Drawings, the approved and updated Baseline Construction Schedule, and other information and data as listed in the Supplementary Conditions, and any modifications of any of the foregoing in the form of Addenda, Clarifications, or Change Orders in accordance with the terms of the Contract. Where applicable, reference to this Construction Agreement herein shall be deemed to refer to all of the Contract Documents.

These documents form the Contract and are, by this reference, expressly incorporated herein. All are as fully a part of the Contract as if attached to this Construction Agreement and repeated fully herein. No amendment made to this Contract nor Change Order issued shall be construed to release either party from any obligation contained in the Contract Documents except as specifically provided in any such amendment or Change Order.

2. Scope of Work

Contractor agrees to provide all labor, tools, equipment, machinery, supervision, transportation, permits and every other item and service necessary to perform the Work described in the Contract Documents. Contractor agrees to fully comply with each and every term, condition and provision of the Contract Documents.

3. Contract Amount

As consideration for Contractor's performance hereunder, Metro agrees to pay Contractor the Contract Amount as adjusted by approved Change Orders issued pursuant to the Contract Documents and subject to the availability of monies in the Construction Fund. Contractor

agrees to accept the Contract Amount as full payment for Contractor's performance of the above-described Work.

The Contract Amount is Five Million One Hundred Ninety-Five Thousand Five Hundred and No /100TH DOLLARS (\$ 5,195,500.00 ).

Metro shall make payments to Contractor in the manner and at the times provided in the Contract Documents.

#### 4. Additional or Deleted Work

Contractor shall, when so instructed by Metro under the procedures of the Contract Documents, perform additional Work or delete Work in accordance with the Contract Documents. When applicable, the Unit Prices included in the Contractor's Bid shall determine the value of additional or deleted work. When the listed Unit Prices are not applicable, the increase or decrease in the Contract Amount shall be determined pursuant to the applicable provisions of the Contract Documents.

#### 5. Time of Completion; Liquidated Damages

Time is of the essence of this Construction Agreement. Contractor shall bring the work to substantial completion within the Contract Time as set forth in of the Supplementary Conditions of the Contract Documents. The Contract Time shall commence upon issuance of the Notice to Proceed. By executing this Construction Agreement, Contractor confirms and accepts that the Contract Time is a reasonable period for performance of all of the Work.

Should the Contractor fail to substantially complete the Work, as determined by Metro in accordance with the Contract Documents, within the Contract Time, Contractor shall be liable for liquidated damages to Metro as described in the Contract Documents.

#### 6. Novation of this Contract

Contractor agrees to execute a Novation Agreement of this Contract to substitute the General Contractor on the General Contract for Metro in this Contract. The form of Novation Agreement is attached hereto.

#### 7. Bonds

Contractor submits herewith a Performance Bond and a separate Labor and Materials Payment Bond, both in a form acceptable to Metro and otherwise in accordance with the Contract Documents and each in the Contract Amount to ensure full compliance, execution and performance of this Contract by Contractor and payment by Contractor of labor and material Suppliers as more fully described in the Contract Documents. The Performance Bond 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. The Labor and Materials Payment Bond shall remain in force for the time required for actions against the bond to be filed in accordance with ORS 279.536.

8. Laws of Oregon Apply

The law of Oregon shall govern the interpretation and construction of this Construction Agreement and all of the Contract Documents.

9. Entire Agreement

THIS CONSTRUCTION AGREEMENT 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 CONSTRUCTION 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: Canron Western

Metropolitan Service District:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STAFF REPORT

Agenda Item No. 8.3

Meeting Date: April 28, 1988

CONSIDERATION OF RESOLUTION #88-908 AUTHORIZING  
A CONTRACT WITH CANRON WESTERN FOR  
STRUCTURAL STEEL, BID PACKAGE NO. 1, OREGON  
CONVENTION CENTER

Date: April 27, 1988

Presented by: Larry Cooper

BACKGROUND AND FACTUAL ANALYSIS

On March 10, 1988, the Council authorized the District to receive bids for the Structural Steel, Bid Package No. 1, for the Oregon Convention Center via Resolution No. 88-881.

In accordance with the overall construction schedule recommended by Turner Construction Company and adopted by the Advisory Committee of Design and Construction (ACDC) a Structural Steel bid period commenced March 21, 1988. Public bidding procedures as prescribed by the Metro Code have been followed.

Bid opening occurred April 19, 1988 in the Metro Council Chambers. Four bids were received of which Canron Western is the apparent low bidder with a base bid of \$5,195,500. A schedule is attached detailing all four bids. Results have been reviewed by Metro staff, Turner Construction Company and the Zimmer Gunsul Frasca Partnership.

The engineer's estimate includes insurance so to compare to the bid price, the insurance alternate must be added as indicated on the attachment. Election of the insurance alternate will be considered when the general contract bid results are known in August.

The bid results have been forwarded to the Council Convention Center Committee at a meeting April 26, 1988. Upon review, the Council Convention Center Committee has recommended award of the Structural Steel contract to Canron Western.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of the contract with Canron Western for Structural Steel, Bid Package No. 1.

## STRUCTURAL STEEL BID SUMMARY

### BIDDER

	Cannon Western	Fought	Riedel/ Tokola	Adams & Smith McGrath
<u>Base Bid</u>	5,195,500	5,668,921	5,694,000	6,767,000
<u>Columns</u>	(38,336)	(49,239)	(25,000)	(40,265)
<u>Towers</u>	(331,817)	(414,064)	(13,000)	(269,008)
<u>Insurance</u>	153,685	266,360	528,000	308,176
<u>Base + Ins.</u>	5,349,185	5,935,281	6,222,000	7,075,176

Turner's Estimate: \$5,618,000

ZGF's Estimate: \$5,475,100

BIDDER	ADAMS & SMITH/ McGRATH	CAN RON WESTERN	FOUGHT & COMPANY, INC.	RIEDEL / TOKOLA
	7075176	5344136	5935281	6222000
ITEM				
ENGINEER'S ESTIMATE \$5,618,000				
SCHEDULE OF BID PRICES				
BASE BID	6767000	5195451	5688921	5694000
ALTERNATE NO. 1	-46265	-38336	-49239	-25000
ALTERNATE NO. 2	-269008	-331817	-414064	-13000
ALTERNATE NO. 3	308176	153685	266360	528000
UNIT PRICE NO. 1				
UNIT PRICE NO. 1.1	\$1150/ton	\$1094/ton	\$120/ton (\$85)	\$900/Ton
UNIT PRICE NO. 1.2	\$1150/ton	\$1094/ton	\$135/ton (\$95)	\$900/Ton
UNIT PRICE NO. 1.3	\$1150/ton	\$1094/ton	\$625/ton (\$435)	\$1,050/Ton
UNIT PRICE NO. 1.4	\$1150/ton	\$1094/ton	\$1685/ton (\$915)	\$1,050/Ton
UNIT PRICE NO. 2				
UNIT PRICE NO. 2.1	1,400/Ton	1,094/Ton	120/Ton (85)	\$950/Ton
UNIT PRICE NO. 2.2	1,400/Ton	1,094/Ton	135/Ton (95)	\$950/Ton
UNIT PRICE NO. 2.3	1,400/Ton	1,094/Ton	625/Ton (435)	\$1,100/Ton
UNIT PRICE NO. 2.4	1,400/Ton	1,094/Ton	1,685/Ton (915)	\$1,100/Ton
UNIT PRICE NO. 3				
UNIT PRICE NO. 3.1	\$15 ea./\$22 ea.	\$15 ea./\$22 ea.	85/(10) 135/(18)	\$80 ea./\$150 ea.
UNIT PRICE NO. 3.2	\$45 ea./\$52 ea.	\$45 ea./\$52 ea.	185/NA 235/NA	\$90 ea./\$180 ea.
UNIT PRICE NO. 3.3	\$160 ea./\$250 ea.	\$135 ea./\$196 ea.	172/NA 255/NA	\$300 ea./\$400 ea.
ADDENDA ACKNOWLEDGED				
ADDENDUM NO. 1	yes	yes	yes	yes
ADDENDUM NO. 2	yes	yes	yes	yes
ADDENDUM NO. 3	yes	yes	yes	yes

LISTING OF SURETY	Safeco Ins. c/o Corroon Blk	Seaboard Surety Co.	Safeco	Fireman's Fund c/o Corroon Blk
DBE COMPLIANCE FORM	DBE 15% WBE 3%	DBE 14.4% WBE 3%	DBE 13.2% WBE 3%	DBE 10% WBE 3%
RESIDENT/ NONRESIDENT BIDDER STATUS	Non Resident-CA	Resident	Resident	Resident
SIGNATURE PAGE	JV	Corp.	Corp.	JV
NON COLLUSION AFFIDAVIT	yes	yes	yes	yes
BID BOND	yes	yes	yes	yes
<b>ITEMS REQUIRED WITHIN 24 HOURS</b>				
DBE UTILIZATION FORM	Rec. 4/19	Rec. 4-20	Rec. 4-20	Rec. 4/20
WBE UTILIZATION FORM	Rec. 4/19	Rec. 4-20	Rec. 4-20	Rec. 4/20
EEO PROGRAM CERTIFICATION		Rec. 4-20	Rec. 4-20 Fought	Rec. 4/20
INSURANCE ELIMINATION CERTIFICATION		Rec. 4-20	Rec. 4-20	Rec. 4/20
SUB LIST & SCHEDULE OF VALUES		Rec. 4-20	Rec. 4-20	Rec. 4-20
CONTRACTOR EXPERIENCE / QUALIFICATIONS		Rec. 4-20	Rec. 4-20	Rec. 4/20
<b>ITEMS REQUIRED WITHIN 48 HOURS</b>			Rec. 4-20	
GOOD FAITH EFFORT DOCUMENTATION				
<b>ITEMS REQUIRED WITHIN 6 DAYS</b>				
BID BACKUP				