

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING)
CONTRACT FOR SITE PREPARATION,) RESOLUTION NO. 88-909
BID PACKAGE NO. 2 WITH DEWITT)
CONSTRUCTION INCORPORATED)
FOR THE OREGON CONVENTION)
CENTER)

WHEREAS, Via Resolution No. 88-893, the Council of the Metropolitan Service District authorized receipt of bids for the Site Preparation, Bid Package No. 2 for the Oregon Convention Center; and

WHEREAS, In accordance with the construction schedule recommended by Turner Construction Company, a bid period commencing March 28, 1988 has occurred in accordance with the public bidding procedures of the Metropolitan Service District; and

WHEREAS, April 26, 1988 bids were opened and upon review Dewitt Construction Incorporated was determined to be the lowest, responsive and responsible bidder; and

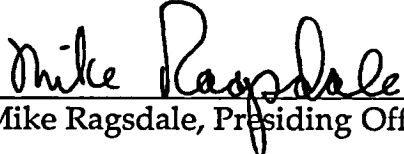
WHEREAS, The Metro Council Convention Center Committee has been apprised of the determination of received bids at a special meeting occurring April 26, 1988; and

WHEREAS, Back up bid documentation is required of the three apparent low bidders; now, therefore,

BE IT RESOLVED:

1. That the Council of the Metropolitan Services District authorizes the District to enter into a contract for Site Preparation, Bid Package No. 2 with Dewitt Construction Incorporated based upon the base bid submitted and no alternates and conditioned upon the timely receipt of all required back up documentation.

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


Mike Ragsdale, Presiding Officer

RESIDENT/NONRESIDENT	RESIDENT	RESIDENT	RESIDENT	RESIDENT	RESIDENT	RESIDENT
SIGNATURE PAGE	corporation	corporation	corporation	corporation	corporation	corporation
NON COLLUSION AFFIDAVIT	signed	unsigned	signed	signed	signed	signed
BID BOND	X	X	X	X	X	X
ITEMS REQUIRED WITHIN 24 HOURS						
DBE UTILIZATION FORM						
WBE UTILIZATION FORM						
EEO PROGRAM CERTIFICATION						
SUB LIST & SCHEDULE OF VALUES						
CONTRACTOR EXPERIENCE / QUALIFICATIONS						
ITEMS REQUIRED WITHIN 48 HOURS						
GOOD FAITH EFFORT DOCUMENTATION						
ITEMS REQUIRED WITHIN 6 DAYS						
BID BACKUP						
ITEMS REQUIRED WITHIN 7 DAYS						
LETTERS OF AGREEMENT with DBE/WBE FIRMS						

PRIOR TO NOTICE TO PROCEED							
AGREEMENT							
PERFORMANCE BOND							



METRO

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Convention Center Committee Report *Meeting Date: April 26, 1988*

To: Mike Ragsdale, Presiding Officer
Metro Council

From: David Knowles, Acting Chair
Convention Center Committee

Subject: Recommendations on the Dames & Moore Contract
Recommendations on the Steel Bid Contract
Recommendations on the Site Preparation Package

Executive Officer
Rena Cusma

Metro Council

Mike Ragsdale
Presiding Officer
District 1

Corky Kirkpatrick
Deputy Presiding
Officer
District 4

Richard Waker
District 2

Jim Gardner
District 3

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

At the Council Convention Center Committee of April 26, 1988, the Committee approved the following:

1. The Dames and Moore Contract for \$120,000 to provide site investigation work regarding hazardous material on the Convention Center site was unanimously approved by the Committee.
2. The contract with CanRon Western, the steel bid contractor, in the amount of \$5,195,500 was unanimously approved by the Committee.
3. The contract with Dewitt Construction, Inc., the site preparation contractor in the amount of \$971,984 was unanimously approved by the Committee.

cc: Rena Cusma Tanya Collier
 Dick Engstrom Jennifer Sims
 Ray Phelps Marie Nelson

CONSTRUCTION AGREEMENT
FOR THE
SITE PREPARATION CONTRACT

OREGON CONVENTION CENTER

This Construction Agreement is made by and between Dewitt
Construction Inc.

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 Performance and the Labor and Materials Payment Bonds, the General Conditions, the Supplementary Conditions, the Specifications, the Drawings, the approved and updated 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 NINE HUNDRED SEVENTY-ONE THOUSAND NINE HUNDRED EIGHTY-FOUR and NO /100TH DOLLARS
(\$ 971,984.00).

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. 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.

7. Laws of Oregon Apply

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

8. 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: Dewitt Construction, Inc. Metropolitan Service District:

By: _____

By: _____

Title: _____

Title: _____



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 88-4-609-CC BUDGET CODE NO. 52-00-00-8620-30680
 FUND: Capital DEPARTMENT: Convention Center (IF MORE THAN ONE) _____
 SOURCE CODE (IF REVENUE) _____

INSTRUCTIONS

- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
- COMPLETE SUMMARY FORM.
- IF CONTRACT IS —
 - SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - OVER \$2,500, ATTACH QUOTES, EVAL. FORM, NOTIFICATION OF REJECTION, ETC.
 - OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
- PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT Site preparation: grubbing, cleaning and grading for the Convention Center

2. TYPE OF EXPENSE PERSONAL SERVICES LABOR AND MATERIALS PROCUREMENT
 PASS THROUGH AGREEMENT INTER-GOVERNMENTAL AGREEMENT CONSTRUCTION
 OTHER

OR

TYPE OF REVENUE GRANT CONTRACT OTHER

3. TYPE OF ACTION CHANGE IN COST CHANGE IN WORK SCOPE
 CHANGE IN TIMING NEW CONTRACT

4. PARTIES Metro • Dewitt Construction Inc

5. EFFECTIVE DATE May 12, 1988 TERMINATION DATE Aug 29, 1988
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL NEW
 PREV. AMEND _____
 THIS AMEND _____
 TOTAL \$ 971,984.00

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1987-8 98 \$ 532,000
 B. BUDGET LINE ITEM NAME Construction in Progress AMOUNT APPROPRIATED FOR CONTRACT \$ _____
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF March 31, 1988 \$ 3,064,746.94

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

see attachment \$ _____ MBE
 SUBMITTED BY _____ AMOUNT
 \$ _____ MBE
 SUBMITTED BY _____ AMOUNT
 \$ _____ MBE
 SUBMITTED BY _____ AMOUNT

9. NUMBER AND LOCATION OF ORIGINALS

SITE PREPARATION BID SUMMARY

<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate</u>
Dewitt	971,984.00	80,346.00
Elting	1,048,000.00	(150,000.00)
Tri-State	1,086,000.00	(135,600.00)
Ken Leahy	1,206,500.00	(158,000.00)
Dirt & Aggregate	1,215,857.00	(191,600.00)
Clearwater	1,868,170.00	(584,600.00)

Turner's Estimate: 1,450,000
ZGF's Estimate: 1,161,900

STAFF REPORT

Agenda Item No. 8.4

Meeting Date: April 28, 1988

CONSIDERATION OF RESOLUTION #88-909 AUTHORIZING
A CONTRACT WITH DEWITT CONSTRUCTION, INC. FOR
SITE PREPARATION, BID PACKAGE NO. 2, OREGON
CONVENTION CENTER

Date: April 27, 1988

Presented by: Larry Cooper

BACKGROUND AND FACTUAL ANALYSIS

On March 24, 1988, the Council authorized the District to receive bids for the Site Preparation, Bid Package No. 2, for the Oregon Convention Center via Resolution No. 88-893.

In accordance with the overall construction schedule recommended by Turner Construction Company and adopted by the Advisory Committee of Design and Construction (ACDC) a Site Preparation bid period commenced March 28, 1988. Public bidding procedures as prescribed by the Metro Code have been followed.

Bid opening occurred April 26, 1988 in the Metro Council Chambers. Six bids were received of which Dewitt Construction Inc. is the apparent low bidder with a base bid of \$971,984.00. The engineer's estimate was \$1,450,000.00. A schedule is attached detailing the six bids. Results have been reviewed by Metro staff, Turner Construction Company and the Zimmer Gunsul Frasca Partnership.

The bid results have been forwarded to the Council Convention Center Committee at a meeting April 26, 1988. Upon review, the Council Convention Committee has recommended award of the Site Preparation contract to Dewitt Construction Inc. conditionally upon satisfactory receipt of all required back up documentation.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of the contract with Dewitt Construction Inc. for Site Preparation, Bid Package No. 2.

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