

**METROPOLITAN EXPOSITION RECREATION COMMISSION**  
**Resolution No. 17-25**

For the purpose of approving the contract with Portland Mechanical Contractors, Inc., for "On-Call Plumbing Maintenance and Repair" at the Oregon Convention Center (OCC), and authorizing the General Manager of Visitor Venues to execute the contract.

**WHEREAS**, OCC is over 25 years old and continues to host over 400 meetings, events and conventions each year; and

**WHEREAS**, OCC relies on a properly functioning plumbing system to meet all staff and client needs; and

**WHEREAS**, OCC has no licensed plumbers on staff; and

**WHEREAS**, as the building continues to age, staff need to plan preventative maintenance, as well as set a foundation to address unexpected occurrences; and

**WHEREAS**, OCC's 2017-2018 approved budget includes funding for ongoing maintenance of the referenced systems; and

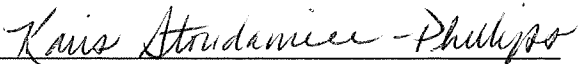
**WHEREAS**, staff issued an invitation to bid in accordance with Metro's Procurement Administrative Rules and Oregon law and received two bids;

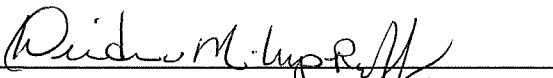
**WHEREAS**, staff selected Portland Mechanical Contractors, Inc., as the lowest, responsive bidder and recommend approval of a contract with this contractor in an amount not to exceed \$250,000 for a term of five years.

**BE IT THEREFORE RESOLVED**, that the Metropolitan Exposition Recreation Commission:

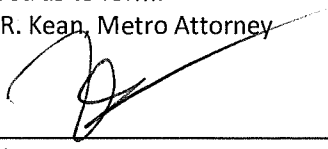
1. Approves the contract of in an amount not to exceed \$250,000 to Portland Mechanical Contractors, Inc., for "On-Call Plumbing Maintenance and Repair" at OCC in a form substantially similar to the attached Exhibit A.
2. Delegates authority to the General Manager of Visitor Venues to execute the contract.

Passed by the Commission on August 2, 2017.

  
Chair

  
Secretary/Treasurer

Approved as to form:  
Alison R. Kean, Metro Attorney

By:   
Nathan A. S. Sykes  
Deputy Metro Attorney

## Standard Public Contract



**Metro**

600 NE Grand Ave.  
Portland, OR 97232-2736

METRO CONTRACT NO. 208006

### For Public Contracts \$50,000 & Above

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and **Portland Mechanical Contractors, Inc.**, whose address is **2000 SE Hanna Harvester Drive, Milwaukie, OR 97222**, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

#### ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

#### ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing **August 15, 2017** through and including **August 14, 2022**.

#### ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

METRO shall pay the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work, in the maximum amount of **Two Hundred Fifty Thousand AND 00/100<sup>th</sup> DOLLARS (\$250,000.00)** (the "Maximum Price"). METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work. The Maximum Price includes all fees, costs and expenses of whatever nature. Each of METRO's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the METRO contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month.

Contractor's billing invoices shall be sent to [metroaccountspayable@oregonmetro.gov](mailto:metroaccountspayable@oregonmetro.gov). The Metro contract number and contractor name shall be referenced in the email subject line. Metro requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by Metro on a Net 30 day basis upon receipt of Contractor invoice.

#### ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

#### ARTICLE V TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not

## Standard Public Contract



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be liable for indirect, consequential damages or any other damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

### ARTICLE VI INSURANCE & BONDS

CONTRACTOR shall purchase and maintain at the CONTRACTOR'S expense, the following types of insurance, covering the CONTRACTOR, its employees, and agents:

- A. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. CONTRACTOR'S coverage will be primary as respects Metro;
- B. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
- C. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and

METRO, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED on Commercial General Liability and Automobile policies.

CONTRACTOR shall provide to Metro 30 days notice of any material change or policy cancellation.

CONTRACTOR shall provide Metro with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to Metro. CONTRACTOR shall email Certificate of Insurance to [submitdocuments@oregonmetro.gov](mailto:submitdocuments@oregonmetro.gov). Certificate of Insurance shall identify the Metro contract number.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

### ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. METRO shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the

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public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all CONTRACTORS must demonstrate that an employee drug-testing program is in place.

### ARTICLE VIII MODIFICATIONS

Metro may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by Metro, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

### ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

### ARTICLE X OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by CONTRACTOR pursuant to this agreement are Work Products and are the property of METRO, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon METRO request, CONTRACTOR shall promptly provide METRO with an electronic version of all Work Products that have been produced or recorded in electronic media. METRO and CONTRACTOR agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

A. CONTRACTOR and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, CONTRACTOR and subcontractors shall maintain any other records necessary to clearly document:

1. The performance of the CONTRACTOR, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the CONTRACTOR or subcontractor under the terms of the contract or subcontract;
2. Any claims arising from or relating to the performance of the CONTRACTOR or subcontractor under a public contract;
3. Any cost and pricing data relating to the contract; and
4. Payments made to all suppliers and subcontractors.

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- B. CONTRACTOR and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- C. CONTRACTOR and subcontractors shall make records available to METRO, and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, within the boundaries of the METRO region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of METRO, the CONTRACTOR or subcontractor agrees to bear all of the costs for METRO employees, and any necessary consultants hired by METRO, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the CONTRACTOR elects to have such records outside these boundaries, the costs paid by the CONTRACTOR to METRO for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.
- D. CONTRACTOR and subcontractors authorize and permit METRO and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, to inspect, examine, copy and audit the books and records of CONTRACTOR or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. METRO shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.
- E. CONTRACTOR and subcontractors agree to disclose the records requested by METRO and agree to the admission of such records as evidence in any proceeding between METRO and the CONTRACTOR or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.
- F. CONTRACTOR and subcontractors agree that in the event such records disclose that METRO is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the CONTRACTOR or subcontractor shall pay all costs incurred by METRO in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from METRO.
- G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the CONTRACTOR or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

### ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

### ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. In addition for public improvement work, if a CONTRACTOR is required to file certified

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statements under ORS 279C.845, METRO shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with METRO.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

### ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

### ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

### ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

### ARTICLE XVI: REPRESENTATIONS, WARRANTIES AND COVENANTS RELATING TO COMPLIANCE WITH TAX LAWS

Contractor represents and warrants that Contractor is in compliance with all applicable local, regional and state Tax Laws as of the effective date of this Contract. Contractor agrees to continue to comply with all Tax Laws throughout the duration of this Contract and any extensions. Any breach of the above set forth warranty, misrepresentation, or violation of Contractor's covenant to continue to comply with said Tax Laws during the term of the Contract shall constitute a material breach of this Contract. Such breach shall entitle Metro to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies against Contractor available under this Contract, at law, or in equity, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor, limited specific performance, declaratory or injunctive relief. For purposes of this section, the term "Tax Laws" includes but is not limited to laws ORS 305.620 and ORS chapters 316, 317 and 318, and any tax provisions imposed by a political subdivision of this state that applies to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor, or that applies to goods, services, or property, whether tangible or intangible, supplied by Contractor.

### ARTICLE XVII INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services

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under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. Contractor declines to participate in the Intergovernmental Cooperative Purchasing program or is not applicable to this Contract as indicated by the following initials \_\_\_\_\_.

ARTICLE XVIII
SITUS

The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

ARTICLE XIX
ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

ARTICLE XX
SEVERABILITY

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by METRO to enforce a provision of the Contract is not to be construed as a waiver by METRO of this right to do so.

ARTICLE XXI
COUNTERPARTS

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

ARTICLE XXII
DELIVERY OF NOTICES

Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Nick Odle
Portland Mechanical Contractors, Inc
2000 SE Hanna Harvester Drive
Milwaukie, OR 97222
503-656-6367 fax

To Metro: Metro Procurement Services
600 NE Grand Ave
Portland, Oregon 97232
503-797-1791 fax

With Copy to: Josh Lipscomb
777 NE Martin Luther King Jr. Blvd
Portland, OR 97232
503-731-7806 Fax

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**Metro**

600 NE Grand Ave.  
Portland, OR 97232-2736

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CONTRACTOR

METRO

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



## 1. Purpose and Goal of Work

Contractor shall provide on-call plumbing maintenance and repair services such as but not limited to; drain and pipe cleaning services, pipe camera services, and plumbing maintenance services. Services shall be provided to the Oregon Convention Center. Services will be provided on an emergency and scheduled basis.

## 2. Description of the Scope of Work

Contractor shall provide commercial roofing, plumbing, and repair services listed below. Services ("Services") are to be provided on an emergency and scheduled basis as described below. Contractor shall supply all labor, materials, equipment, permits, supervision, tools, transportation and all other items necessary to complete the services. Contractor shall protect the interior and exterior of buildings, their contents, and the people therein during the course of providing services. Contractor shall perform work activities in such a manner that they do not interfere with the normal activities of the building or its occupants. Contractor shall clean the work site after each visit and upon completion of providing service, and remove all debris from the premises. Contractor shall employ only the best commercial practices and first quality materials and workmanship when performing the services. All services performed on a system shall be provided only by a Contractor technician who is licensed, skilled and trained to provide the services.

### **Types of Service, Authorization of Work and Manner of Work**

The work hours for each project will be estimated in advance and placed on a work order for that project. Work will be specified in the written work order, including what portions of the work will be assigned to subcontractors. Materials needed for the project will either be purchased by Metro or by the Contractor, as agreed upon for each project. If any project requires building permit(s), the decision whether Metro or the Contractor shall obtain such permit(s) shall be agreed to in advance and stated on the work order. The Contractor will invoice Metro, and reference the original work order number on the invoice.

Contractor shall provide a full one (1) year warranty on all labor and materials for new work provided under the resulting contract. Materials and equipment provided by Metro directly will be warranted for labor only. Contractor shall provide a 90 day labor warranty on all repair work. Plumbing permits will be reimbursed for their actual fee amount plus two (2) hours of Journeyman labor rates for regular time. Hourly rates shall be fully loaded and include all incidental costs, including mileage, equipment, etc. The cost of parts and supplies shall be reimbursed by Metro at cost plus a small markup.

### Emergency Services

Contractor shall provide continuous, emergency response service ("Emergency Service") on a 24 hours/day, 365 days/year basis to repair all reported plumbing system ("System") failures at the Metro facilities. Given the critical nature of the Systems, the Contractor shall:

- Respond within one (1) hour to a call for an emergency service and be on site within two (2) hours, and
- Begin services immediately upon arriving on site and continuously and aggressively pursue a solution to the failure until the System is operating properly to the satisfaction of the Contract Administrator.
- Complete services within twenty-four (24) hours, unless required unless parts and supplies availability will cause a delay.

The Contractor shall maintain at all times a 24-hour answering service to dispatch the Certified Technicians to repair all reported System failures with respect to a failure associated or related to this scope of the work.

### Scheduled Work

From time-to-time during the term of the resulting Contract, Metro shall have the right to request, and the Contractor shall provide additional services to the Systems ("Scheduled Work") which are associated or related to

# Attachment A – Scope of Work

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the scope of the work to be performed by the Contractor under the resulting Contract. Any Scheduled Work will be scheduled in advance with not less than five days prior notice to Contractor and shall be performed during regular work hours. Contractor shall:

- Provide weekday service availability (Mon-Fri) during regular hours of 8 am to 5 pm.
- Guarantee scheduled arrival, no later than five days after initial call unless parts and supplies availability will cause a delay.

Services requested include, but are not limited to:

### **Commercial Services**

- Drain Clearing (ex., floor drain, sink drain, bathroom/shower drain, toilet/urinal, beverage/cooler)
- Hydro-Jetting (ex., main sewer line / hydro-jetter on water main lines up to 10")
- Rooting (ex., sewer line / continuous rod machine)
- Video Camera Inspection (ex., video camera drain, lateral lines)
- Gas Pipe Install/Repair (ex., gas piping to equipment, up to 3")
- Water/Sewer Pipe and Fixture Installation/Repair (ex., plumbing fixture repair and installation for items such as toilets, urinals, bathroom, kitchen and bar sinks, showers and washing machine supply and drains, pipe repair for waste & water up to 10", commercial dishwashers, icemakers)
- Electronic Leak Detection
- Plumbing associated with Heating Hot Water, Chilled Water, Condenser Water Loops
- Subcontracted services required due to plumbing services (Pipe insulation, Concrete Cutting, etc)  
Subcontractor mark up limited to 25%

# Attachment A – Scope of Work



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<b>Schedule A: Commercial Plumbing Services</b>		
Item No.	Description of Item	Unit Price (figures)
<b>Journeyman Plumber</b>		
1	Regular Time (Mon – Fri 8 am – 5 pm)	\$99.00 /hr
2	Overtime (Mon – Fri before 8 am, after 5 pm, weekends, holidays)	\$165.00 /hr
3	Emergency (Response time within two hours)	\$137.00 /hr
<b>Apprentice Plumber</b>		
4	Regular Time (Mon – Fri 8 am – 5 pm)	\$39.44 /hr
5	Overtime (Mon – Fri before 8 am, after 5 pm, weekends, holidays)	\$59.14 /hr
6	Emergency (Response time within two hours)	\$39.44 /hr
<b>Material and Parts Markup</b>		
7	Limited to 25%	25%

### 3. Deliverables/Outcomes

On-call , scheduled and Emergency Services for plumbing maintenance, repair and rooting needs at the Oregon Convention Center.

## MERC STAFF REPORT

**Agenda Item/Issue:** For the purpose of approving the contract for Portland Mechanical Contractors, Inc., for the “On-Call Plumbing Maintenance and Repair” at the Oregon Convention Center (OCC), and authorizing the General Manager of Visitor Venues to execute the contract.

**Resolution No:** 17-25

**Date:** August 2, 2017

**Presented by:** Matt Pizzuti, Deputy Director

**BACKGROUND & ANALYSIS:** The Oregon Convention Center (OCC) is over 25 years old and continues to host over 400 events, conventions and meetings each year. A crucial component of the OCC’s overall success is a complete, properly functioning plumbing system. The OCC does not have licensed plumbers on staff, leaving any complex issues for contractors to address. As the building continues to age, staff need to plan preventative maintenance, as well as set a foundation to address unexpected occurrences. An on-call contract puts a mechanism in place to allow the OCC to proactively address issues above staff’s abilities while building a relationship with a contractor for emergency actions as well.

MERC staff issued the invitation to bid in accordance with MERC’s purchasing and contracting rules, in compliance with Metro policy and all statutory requirements. The invitation to bid was published in the Daily Journal of Commerce, the Portland Observer, ORPIN and on the Metro website. The OCC received two responses, and Portland Mechanical Contractors, Inc., (PMC) was deemed the lowest, most responsive bidder. Additionally, PMC has worked under previous contracts in the OCC facility, addressing unforeseen issues with piping, heating and water heaters. They have proven to provide a high quality of work and started a base of ongoing knowledge, specific to the facility. Services the contract will cover includes such items as drain clearing, hydro-jetting, rooting, gas pipe installs and repairs, electronic leak detection, water and sewer pipe and fixture installation and general plumbing associated with heating hot water, chilled water and condenser water loops.

**FISCAL IMPACT:** The OCC’s 2017-2018 approved budget includes funding for maintenance and repair of items within the facility. OCC anticipates that any expense stemming from this contract will be funded through the operations budget.

**RECOMMENDATION:** Staff recommends that the Metropolitan Exposition and Recreation Commission, by Resolution 17-25, approve the contract with Portland Mechanical Contractors, Inc., for an amount not to exceed two-hundred fifty thousand & 00/100 dollars (\$250,000.00) for “On-Call Plumbing Maintenance and Repair” and authorize the General Manager of Visitor Venues to execute the contract.