#### METROPOLITAN EXPOSITION RECREATION COMMISSION

### Resolution No. 10-26

Approving a contract with Secom International as the contractor for the purchase and installation of revenue computer software, hardware and related parking equipment

WHEREAS, the OCC parking garage requires upgraded computer software, hardware and related installation of parking equipment, and;

WHEREAS, upgrading the parking garage system will further automate the facility for better efficiencies, use and reduction of labor costs, and;

WHEREAS, Secom International provided the original computer software, hardware and parking equipment in 2003 and provides the maintenance for such equipment;

WHEREAS, the General Manager of Visitor Venues selected Secom International through direct vendor negotiations in light of the demands, circumstances and market realities associated with obtaining their goods and services pursuant to Section 6, Special Procurements of the MERC Contracting and Purchasing Rules.

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

- 1. Approves the contract between MERC and Secom International for the parking computer software and hardware upgrade and related equipment installation project.
- 2. Delegates the authority to the General Manager of Visitor Venues to execute the attached contract in substantially the form attached as Exhibit A on behalf of MERC.

Passed by the Commission November 3, 2010.

Appro\	ved as to	<u>o torm:</u>	:	
Daniel	B Coor	er Me	tro Att	ornev

Nathan A. Schwartz Sykes, Senior Attorney

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# Standard Public Contract

For Public Contracts Greater than	\$50	.000
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### **PUBLIC CONTRACT**

THIS Contract is entered into between Metropolitan Exposition-Recreation Commission ("MERC"), whose address is 777 NE Martin Luther King, Jr., Blvd., Portland, Oregon 97232-2742, and <u>Secom International</u> whose address is <u>9610 Bellanca Ave, Los Angeles, CA 90045 (CCB# 149959)</u>, hereinafter referred to as the "CONTRACTOR." Work is to be take place at the Oregon Convention Center, located at 777 NE MLK Jr Blvd, Portland, OR 97232.

THE PARTIES AGREE AS FOLLOWS:

### ARTICLE I TERM OF CONTRACT

The term of this Contract shall be for the period commencing <u>November 4, 2010</u> through and including <u>May 31, 2011</u>, with substantial completion <u>by March 31, 2011</u>, unless terminated as provided in this Contract.

# ARTICLE II CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work, in an amount not to exceed (written amount) <a href="One Hundred Twelve Thousand">One Hundred Twelve Thousand</a>, <a href="Six Hundred">Six Hundred</a>, <a href="Seventy Dollars and No /100 (\$ 112,670.00)</a>. Payment shall be on a unit price only for those goods or services received in a condition or manner acceptable to MERC. CONTRACTOR'S invoice shall include an itemized statement of items purchased or services provided, and shall be sent to MERC, Attention: Accounts Payable, 777 NE Martin Luther King, Jr. Blvd., Portland, Oregon 97232-2742. MERC will pay Contractor within 30 days of receipt of an approved invoice. As per Article VII of this document, Contractor's invoice must breakout and withhold retainage as obligated by Public Contracting Code, and Contractor submit certified payroll with their invoice as per Prevailing Wage Requirement Law. MERC will pay Contractor within 30 days of receipt of an approved invoice

### ARTICLE III SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to MERC the goods described in the Scope of Work herin and as attached. All services and goods shall be of good quality and, otherwise, in accordance with the 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 comply with each and every term, condition and provision of the contract documents.

Contractor is to provide equipment and services to upgrade the Oregon Convention Center's Parking Management Control Systems as below and as detailed per Secom Proposals: "Oregon Convention Center – Parking Structure", dated October 15, 2010 (Attachment "A"), Oregon Convention Center – I-5 Parking Lot", dated August 20, 2010

(Attachment "B") and "Oregon Convention Center – Surface Lot", dated October 15 (Attachment "C"); and as per corresponding Plans: Secom Preliminary I-5 Lot – Layout, Layout Zoom, Electrical and Electrical Zoom, dated October 18, 2010 (Attachment "B-1") and Secom Preliminary Lloyd St – Layout and Electrical, dated October 13, 2010 (Attachment "C-1"). Contractor is to provide all necessary labor and materials to complete project per all attachments referenced above.

Project work is in three areas of the Oregon Convention Center parking lots. Parking lots are referred to as follows:

(A) OCC Parking Structure: Located at the Southwest corner of the facility, with entrances

on 1st street and Lloyd Ave.

(B) I-5 Parking Lot: Located adjacent to the main OCC loading dock across 1st

stree

(C) OCC Surface Lot: Located south of the building on the opposite side of Lloyd

Ave than the building.

• The OCC Parking Structure (A) work includes: Replacement/modification of existing equipment in two locations of the structure, one entrance is at Lloyd Ave, the other is at 1st street. Work is to provide and install all items listed in Attachment "A".

- The I-5 Parking Lot (B) work includes: Supply and installation of all items listed in Attachment "B". Items are to be installed in location per plans included as Attachment "B-1".
- The OCC Surface Lot (C) work includes: Supply and installation of all items listed in Attachment "C". Items are to be installed at locations per plans included as Attachment "C-1".

Plans have been provided for the OCC I-5 Parking Lot as (Attachment "B-1") and the OCC Surface Lot as (Attachment "C-1").

#### Work is to include, but not limited to:

- All necessary low/line voltage wiring
- Demolition of old equipment, upgrade of software
- Modification of existing equipment and installation of new equipment
- All necessary cutting and trenching of concrete and asphalt to complete project per plans and Contractor proposals referenced as attachments above

### Clarifications:

All work on this contract is subject to Prevailing Wage Rates

### Additional Requirements:

#### **CONTRACTOR** must provide to MERC:

- A written Workplace Safety Program and Drug Policy prior to start of Work.
- A copy of Contractor's Certificate of Insurance as specified in Article VI below
- A copy of current W-9
- A Labor & Materials Bond and Performance Bond

The Contract Time shall commence upon issuance of the Notice to Proceed which is anticipated to be issued following execution of the contract. Contractor shall commence work under this Contract within no more than ten (10) calendar days after issuance of written Notice to Proceed. Contractor shall bring the Work to substantial completion no later than March 31, 2011, or at such date as may be extended by Change Order approved by Contractor and Owner. By executing

this Contract, Contractor confirms and accepts that the Contract Time so stated is a reasonable period for performance of all of the Work.

The end date of the Contract Term is intended to allow for finalization of all closeout requirements, receipt of warranties, manuals and final payment, but does not alter requirements for substantial completion of the work by the date specified.

Contractor agrees to comply with each and every term, condition and provision of the contract documents. Contractor agrees to provide all labor, tools, equipment, machinery, supervision, transportation, and every other item and service necessary to perform the work described in the contract documents. Contractor may be subject to liquidated damages if work not in compliance with Request for Bids Documents as referenced above, and Contract Agreement. All work on this contract is subject to Prevailing Wage Rates.

A preliminary facility events schedule for the Oregon Convention Center will be provided to Contractor. This schedule indicates the dates and approximate shifts that are currently available and unavailable to the Contractor to perform the required work, depending on the location in the building of the scheduled event, the type of event and the Work being conducted simultaneously with the event. Due to the likely possibility of additional "bookings" or cancellations of events in the building, this schedule may be modified, which may positively or negatively impact the work schedule. It is not anticipated however, that the net number of days available to the Contractor as indicated on the schedule included as part of these documents will be lessened. In the event of a schedule change, the Owner will notify the Contractor directly following the implementation of the change so that work plans may be modified accordingly. Due to the nature of the Public Events Facility industry, it will be necessary for the Contractor to work closely with the Project Manager and applicable building staff to coordinate day-to-day logistical requirements for the benefit of the Contractor and to afford Owner Staff the necessary time to perform event or non-event related functions. Contractor shall be liable to incur liquidated damages if not substantially complete by contact terms. Liquidated damages shall be assessed at no less than One Hundred Dollars (\$100.00) per day

# 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 MERC, Metro, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, 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 MERC.

### ARTICLE V TERMINATION

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

# ARTICLE VI INSURANCE

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

- A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. <a href="MERC">MERC</a>, Metro, and their elected and appointed officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.
- B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. MERC, Metro and their elected and appointed officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to MERC thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide MERC with a certificate of insurance complying with this article and naming MERC and Metro as additional insureds within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

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.

### ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A & B, 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 Contract. Specifically, it is a condition of this contract that Contractor and all employers working under this Contract are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

All applicable provisions of ORS Chapters 187 and 279A & B, 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 Contract including, but not limited to, ORS 279B.220 to 279B.235.

For this Public Works project subject to ORS 279C.800 to 279C.870, the contractor shall pay Prevailing Wage Rates as per the Oregon Bureau of Labor and Industries (BOLI) "Prevailing Wage Rates for Public Contract Works Contracts in Oregon - Effective July 1, 2010", pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractor must provide a written schedule to employees showing the number of hours per day and days per week the employee may be required to work; and must pay daily, weekly, weekend and holiday overtime in accordance with, and as required by ORS 279C.520.

Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor fails to pay for labor or services, the contracting agency can pay and withhold these amounts due the contractor. Additionally, 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

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payment, to a person furnishing labor or materials in connection with the 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 promptly pay for any medical services they have agreed to pay in accordance with ORS 279C.530. 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.

Contractor is required to Submit Certified Payroll Reports each month to MERC as Contracting Public Agency to: Att: Bruce Burnett, 777 NE MLK Jr Blvd Portland, OR 97232; as well as to BOLI. In addition to any other retainage obligated by the Public Contracting Code, the Prevailing Wage Requirement Law requires public agencies to withhold 25 percent of any amount earned by the prime contractor if the prime contractor does not submit certified payroll reports. Once the certified payroll reports have been submitted, the public agency must pay the 25 percent withheld within 14 days. ORS 279C.845(7)

Contractor and every subcontractor must have a Public Works Bond filed with the Construction Contractors Board prior to starting work on the Contract, unless exempt, in accordance with ORS 279C.830(3). Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

CONTRACTOR shall meet MERC Bonds and Bid Security requirements as follows:

- 1. Bid Security not exceeding 10 percent of the amount bid for the contract is required unless the contract is for \$50,000 or less.
- 2. For public improvements, a labor and material bond and a performance bond, both in the amount equal to 100 percent of the contract price are required for contracts over \$50,000.
- Bid security, labor and material bond and performance bond may be required even though a contract is of a class not identified above, if the General Manager determines it is in the public interest.

CONTRACTOR shall meet the Metro "Good Faith Efforts" Requirement for Construction Projects as below:

For construction contracts of \$100,000 or more, the Commission adopts in principle, policy, and content, the "Good Faith Effort" program established by Metro Code \$2.04.100 through 2.04.190 (Metro Minority Business Enterprise, Women Owned Business, and Emerging Small Business Program) as they apply to contracts of the Commission. This adoption includes any and all ordinances subsequently adopted by the Metro Council relating to Metro's Minority Business Enterprise, Women Owned Business and Emerging Small Business Program. The General Manager shall designate MERC staff to perform the functions of the Liaison Officer to carry out the MBE/WBE/ESB program as it relates to MERC contracting activities. Metro and MERC have a compelling government interest to ensure that their contracts provide fair and equal employment opportunities for minority, women, and emerging small businesses reflecting the diversity found in the Portland Metropolitan area. Therefore, MERC aspires to utilize 15% (by dollar value) MBE/WBE/ESB subcontractor participation on this project. Accordingly, the prime contractor is required to submit proof showing that Good Faith Effort has been made to contract with MBE/WBE/ESB subcontractors. Additionally, MERC aspires to utilize 10% (by dollar value) of subcontractors within the First Opportunity Target Area (FOTA). Contactor shall submit an MWESB/FOTA report along with certified payroll for compliance.

For public improvement work all contractors must demonstrate that an employee drugtesting program is in place.

### 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 MERC, 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 MERC.

# ARTICLE IX 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 MERC, 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 MERC request, Contractor shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products.

# ARTICLE X SUBCONTRACTORS

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC 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.

MERC 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 Contact. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

# ARTICLE XI RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC 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.

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

# ARTICLE XII SAFETY

If services of any nature are to be performed pursuant to this Contract, 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. Contractor shall supply a written safety program/policy that all employees must follow. Workplace safety MUST be in compliance with OSHA regulations at all times

#### **ARTICLE XIII**

### 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 MERC 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 MERC and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

# ARTICLE XIV

The Contract was entered into in the State of Oregon. This Contract will be interpreted, construed and enforced in accordance with the laws of the State of Oregon. Both parties agree that exclusive jurisdiction for any claim under this Contract will be in Multnomah County, Oregon.

# ARTICLE XV 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 MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

# ARTICLE XVI BINDING ON ASSIGNS AND SUCCESSORS

This Contract is binding upon the parties hereto and upon the heirs, administrators, representatives, executors, successors, and assigns, and will inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors and assigns.

### ARTICLE XIV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances related to the execution of the work. This requirement includes, but is not limited to, any requirements associated with grant funds used for this project, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

# ARTICLE XVII COUNTERPARTS

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

### ARTICLE XIX

# **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: Commission

Jeff Blosser, Executive Director, Oregon Convention Center

Heather Peck, Division Manager, Construction/Capital Projects MERC

COMMISSION

METROPOLITAN EXPOSITION-RECREATION

777 NE Martin Luther King Jr. Blvd.

Portland, Oregon 97232

To: Contractor

CONTRACTOR

Secom International 9610 Bellanca Ave Los Angeles, CA 90045

## ARTICLE XV ASSIGNMENT

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

Signature:	Signature:
Printed Name	Printed Name <u>Teri Dresler</u>
Date:	Date:
Company: Secom International	Title: General Manager
Address: 9610 Bellanca Ave	Signature:
Los Angeles, CA 90045	Printed Name Jeff Blosser
Tax I.D. or SS#:	Date:
Telephone/Fax: <u>310-641-1290/310-216-6693</u>	Title Executive Director – OCC
CCB #" 149959	Project Manager: Bruce Burnett
	Telephone: 503-731-7874

Copy 1 - MERC Contracts

Secom

Secom International 9610 Bellanca Avenue

Los Angeles, CA 90045

Phone: (310) 641-1290

Fax: (310) 216-6693

Lic# 407365

Date:

15-Oct-10

System:

**Oregon Convention Center** 

**Parking Structure** 

Contact:

**Bruce Burnett** 

e-mail Phone: bruceburnett@oregoncc.org

503.731.7871

Fax:

503.731.7884

Contact: Michael Shreve

Secom is confident that our proposed Parking System will meet your requirement for the Parking Structure. After reviewing this proposal please sign the attached acceptance form and fax back at your earliest convenience to 310.216.6693 to initiate an order.

Quantity	Description		Unit	Extended
1	PCI Compliance	\$	10,000.00	\$10,000.00
. 1	Coupon Maker	\$	7,500.00	\$7,500.00
6	New Credit Card Readers 2 Sides	\$	350.00	\$2,100.00
4	3" x 6 " Displays	\$	180.00	\$720.00
<b>2</b>	Machine Readable Ticket Acceptor w/ Prox Credit & Auto Dialer	\$	10,675.00	\$21,350.00
1	Lot Conduit for Data Cabling / Power	\$	200.00	\$200.00
	Equipment & Software Sub-total			\$41,870.00
	Installation / Labor Total	•		\$4,680.00 \$46,550.00

Tax and Freight Not Included

Signature:	<del></del>
	(Printed Name and Title)
Date:	



Secom International 9610 Bellanca Avenue Los Angeles, CA 90045

Phone: (310) 641-1290

Fax: (310) 216-6693

**Bruce Burnett** 

**I-5 PARKING LOT** 

20-Aug-10

Bruceburnett@oregoncc.org

**Oregon Convention Center** 

Contact: Michael Shreve

Phone: 503.731.7874 503.731.7884 Fax:

Date:

System:

Contact:

E-mail

Secom is confident that our proposed Parking Revenue Control System will meet your requirements for the I-5 Parking Lot location.

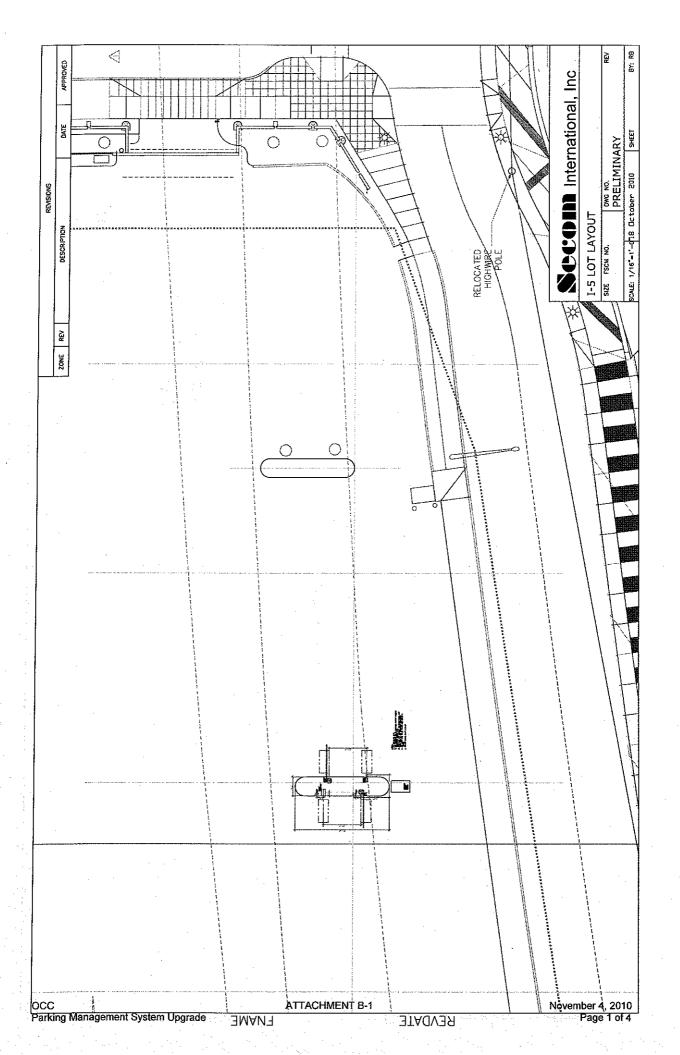
After reviewing this proposal please sign the attached acceptance form and fax back at your earliest convenience to 310.216.6693 to initiate an order.

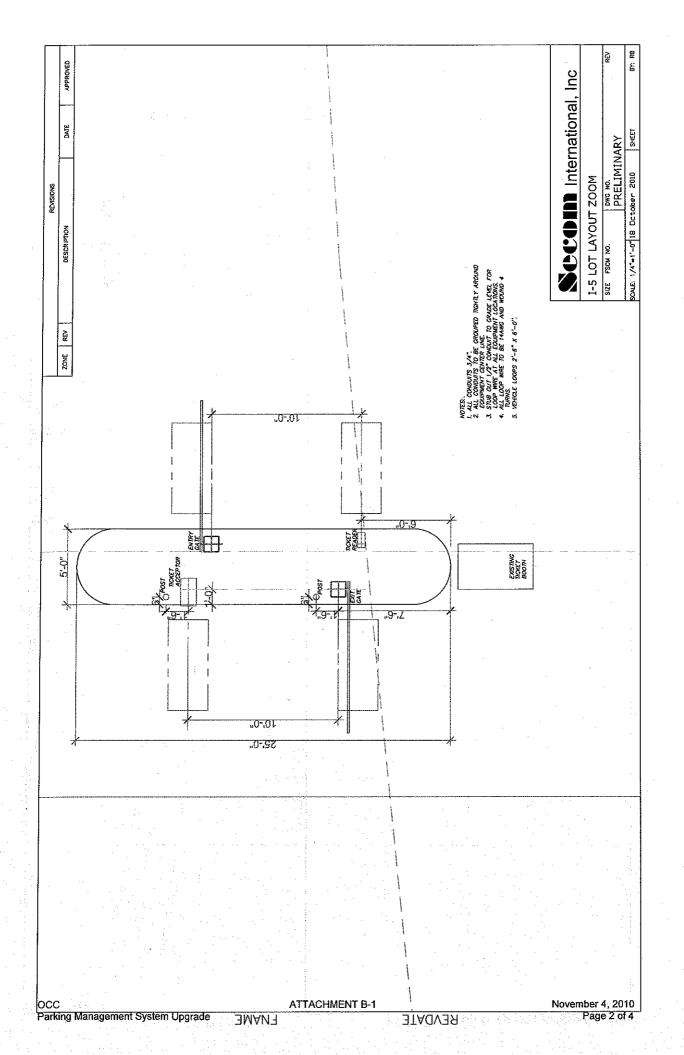
Quantity	Description		
1	Machine Readable Ticket Dispenser w/ Prox	\$8,325.00	\$8,325.00
1	Ticket Reader w/ Post	\$2,500.00	\$2,500.00
1	Machine Readable Ticket Acceptor w/ Prox/ Credit Card	\$10,675.00	\$10,675.00
* * *	& Auto Dialer		1 4 4 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
- 1	Se-Gate 01 Parking Gates	\$2,200.00	\$2,200.00
4	Vehicle Loops 2 Arming 2 Closing	\$300.00	\$1,200.00
3	Concrete Pads for New Equipment	\$300.00	\$900.00
. 2	Pro Post Bolt Down	\$195.00	\$390.00
1	Lot Conduit and Power/ Data Cabling	\$200.00	\$200.00
the state	rangan da sangan sa		
	Equipment Sub-Total	:	\$18,065.00
	Installation / Labor		\$4,680.00
	Notal Total	=	\$22,745.00

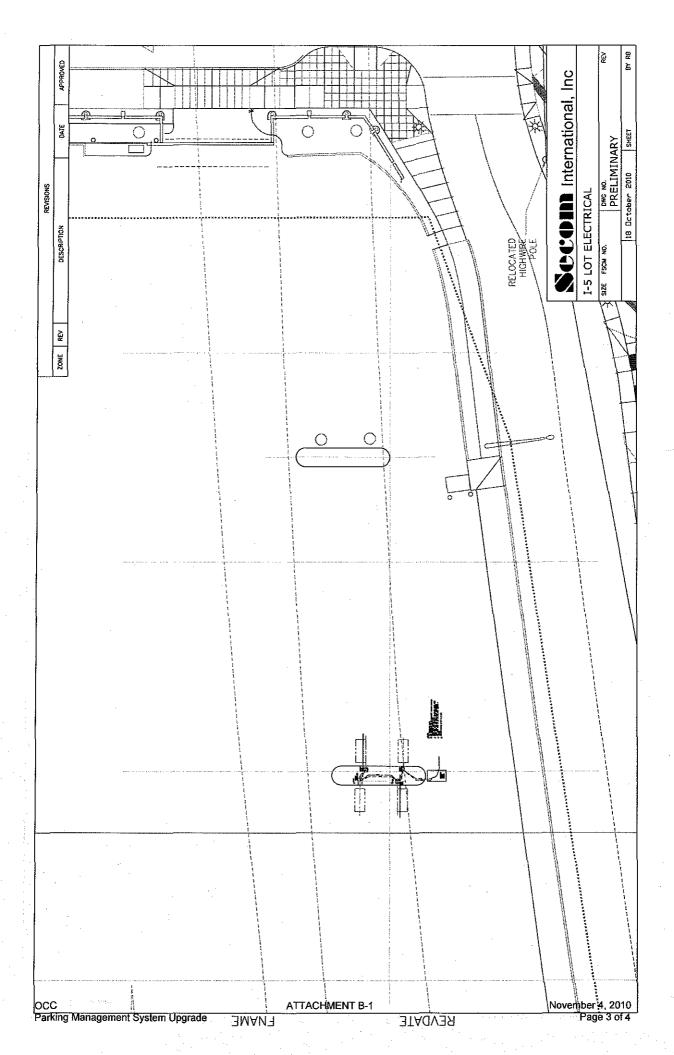
Tax and Freight Not Included

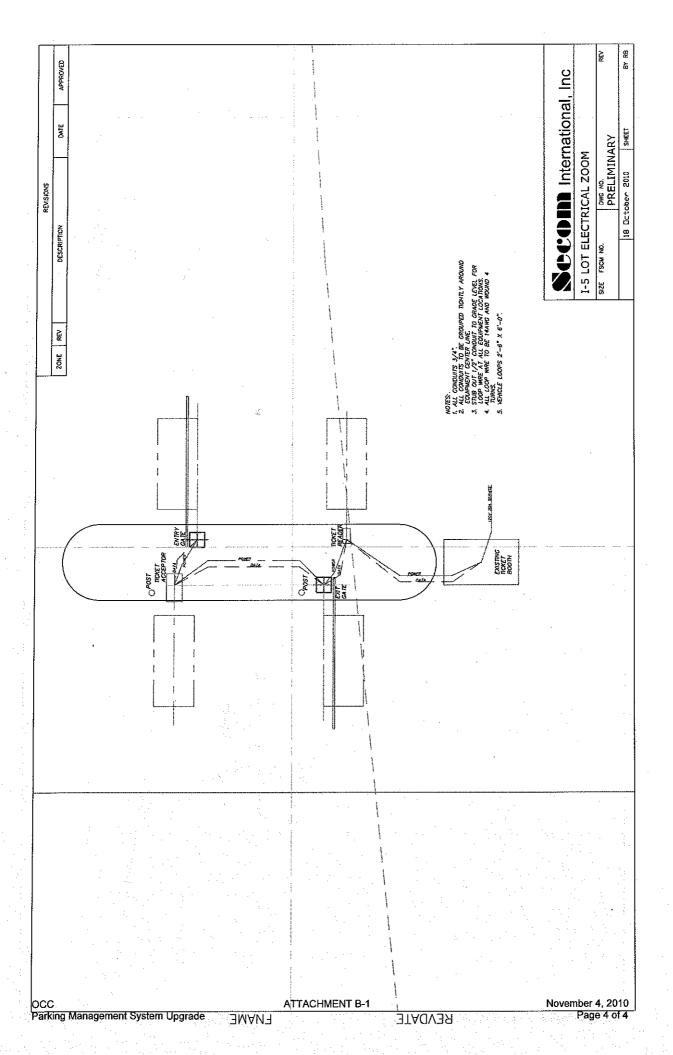
## APPROVED AND ACCEPTED:

Signature		•		
				***
	(Prin	ted Name	and Ti	le)
Date:	-	* 1 - 4		· .









Secom

Secom International 9610 Bellanca Avenue

Los Angeles, CA 90045

Phone: (310) 641-1290

Fax: (310) 216-6693

Date:

15-Oct-10

System:

**Oregon Convention Center** 

**Surface Lot** 

Contact:

**Bruce Burnett** 

e-mail

bruceburnett@oregoncc.org

503.731.7871

Phone: Fax:

503.731.7884

bi ace bui neu

Lic# 407365

**Contact: Michael Shreve** 

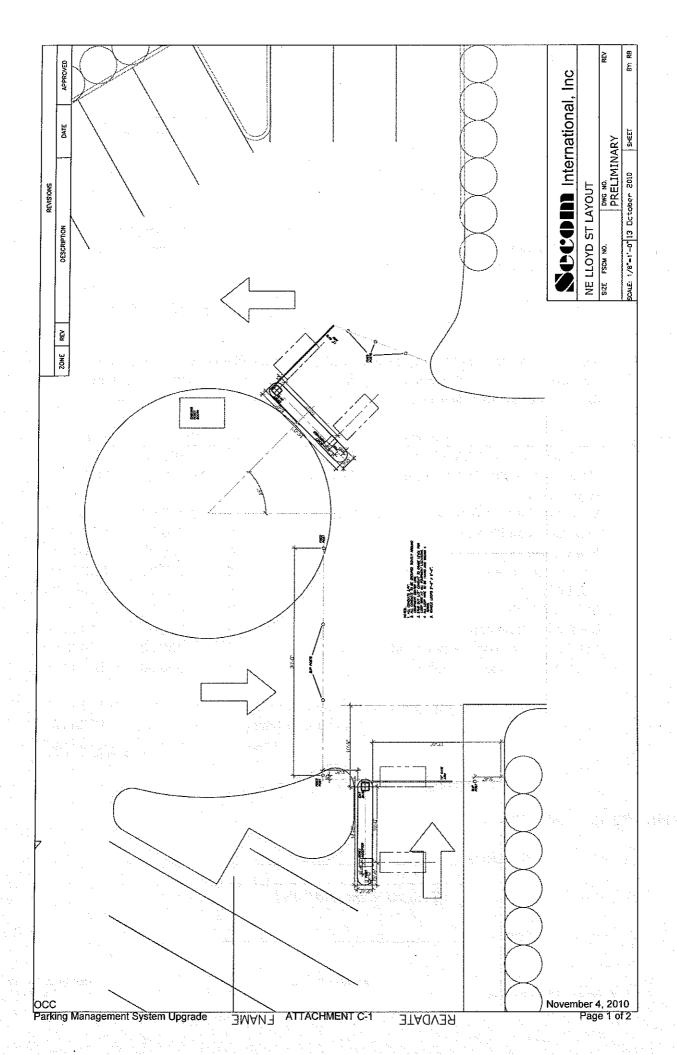
Secom is confident that our proposed Parking System will meet your requirement for the Surface Lot. After reviewing this proposal please sign the attached acceptance form and fax back at your earliest convenience to 310.216.6693 to initiate an order.

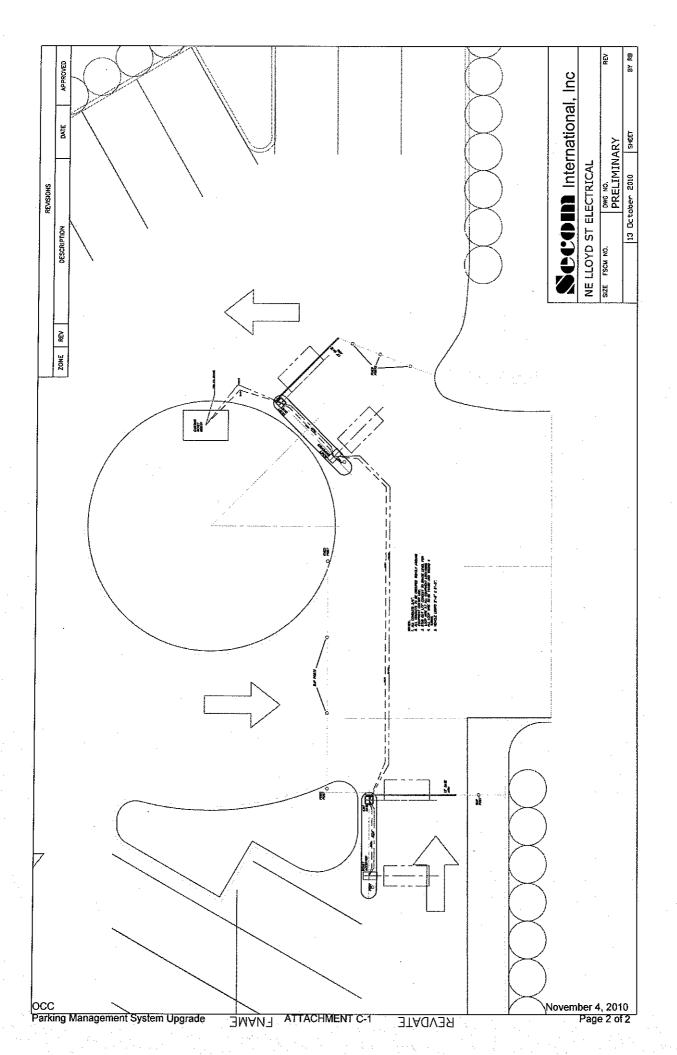
Quantity	Description	Unit	Extended
1	Machine Readable Ticket Dispenser w/ Prox	\$ 7,500.00	\$7,500.00
1	Machine Readalbe Ticket Acceptor w/ Prox Credit	\$ 10,675.00	\$10,675.00
	& Auto Dialer		
2	SeGate 01 Parking Gate w/ 10ft. Gate Arm	\$ 2,200.00	\$4,400.00
2	Concrete Island 2' x 14' x 6'	\$ 3,000.00	\$6,000.00
4	Vehicle Loops 2 Arming 2 Closing	\$ 300.00	\$1,200.00
7	Pro Post In Ground	\$ 195.00	\$1,365.00
3	Slip Pro Post	\$ 225.00	\$675.00
1	50ft. 3/8 Chain	\$ 160.00	\$160.00
1	Lot Asphalt Trenching	\$ 900.00	\$900.00
1	Lot Conduit for Data/ Power and all Wire	\$ 800.00	\$800.00
1	Load Debt at Ticket Acceptor	\$ 2,500.00	\$2,500.00
	Equipment & Software Sub-total		\$36,175.00
	Installation / Labor		\$7,200.00
	Total	• _	\$43,375.00

Tax and Freight Not Included

# APPROVED AND ACCEPTED:

Signature:	
· <u> </u>	
	(Printed Name and Title)
Date:	





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### **MERC Staff Report**

**Agenda Item/Issue:** Approving the selection of Secom International to replace and upgrade OCC garage parking equipment, software and the installation of revenue control equipment at both surface parking lots.

Resolution No.: 10-26

Presented By: Jeff Blosser

Date: November 3, 2010

Background and Analysis: OCC's current parking control systems were installed in 2003 by Secom International as part of the expansion project. Installation of additional new equipment in the garage will allow for more unattended hours of operation as well as increase the efficiency of the system at all times. This will be achieved with better reporting of all parking lot revenues and usage; ease of access for attendees, exhibitors and part-time staff; easier use of parking passes and vouchers without having to staff certain lots or gates and reduce labor costs for the entire operation. Installation of revenue control equipment at both surface lots will provide full utilization of all parking space inventory on a daily basis. Labor costs will be decreased as these lots will become self-use locations and will provide a complete collection of all revenue owed through new control equipment, credit card payments, and the ability to take passes at all locations. These additions will provide a positive impact to clients in providing improved access, less time waiting in line, more options for show and client pass usage to all parking locations. Management of the parking operations will benefit through reduced operating labor costs, providing better audit controls, increased revenue generation, and better overall parking management controls.

OCC currently has Secom parking control equipment and software, which was procured through a competitive process in 2003. The new equipment for the parking improvement project must be compatible with our existing equipment and software to ensure proper operation with the current proprietary operating system used in the OCC garages. In addition to being the equipment manufacturer, Secom also provides for the onsite installation. This firm has unique experience and expertise with this specialized equipment.

Therefore, this project is deemed a special procurement in accordance with Section 6 of the MERC Contracting and Purchasing Rules. Based on the aforementioned circumstances and market realities, the General Manager of Visitor Venues recommends that this contract be awarded by direct negotiation with Secom with a contract in the amount of \$112,670.00.

<u>Fiscal Impact</u>: The addition and development of these proposed changes will result in reduced operating labor expenses and will increase total parking revenue generated by approximately 10-15% per year. It is anticipated that overall costs associated with this project will be paid for within 3-5 years by a combination of the previously mentioned reduced labor expenses and increased revenue generated. OCC anticipates an increase of revenues of \$10,000-\$15,000 and a reduction in expenses of \$16,000-\$20,000 per year.

### Attachments to Resolution and/or Staff Report:

<u>Recommendation:</u> Staff recommends that the Metropolitan Exposition-Recreation Commission adopt Resolution 10-26 to approve the selection of Secom International and the proposed service agreement for the purchase and installation of new and upgraded parking control equipment and software for the Oregon Convention Center.

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