

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution No. 333


Whereas the Metropolitan Exposition-Recreation Commission in the interest of increasing the potential for concert and other activities at Portland Civic Stadium, wishes to acquire a "Portable Concert Stage",

THE METROPOLITAN EXPOSITION-RECREATION COMMISSION FINDS:

1. That certain events that could have potentially been held at the Portland Civic Stadium have not occurred due to the time constraints of erecting a "scaffolding stage".
2. That the overhead costs of erecting a scaffolding stage have discouraged promoters from attempting to utilize Portland Civic Stadium for certain events.
3. That current availability of portable concert staging and labor for assembly for use at Civic Stadium is totally contingent on activities or use elsewhere.
4. That acquisition of a portable concert stage would serve to draw additional revenue producing events to Portland Civic Stadium.
5. That the Commission approved on May 12, 1993, Bid Documents for the acquisition of a portable stage.
6. That on June 2, 1993, one responsive bid was received from Sico Incorporated, Minneapolis, Minnesota, for the sum of \$129,850.00, which is within the \$250,000 budgeted in the 1993-94, Civic Stadium budget for a portable concert stage system.

BE IT THEREFORE RESOLVED that the Commission accepts the Bid of Sico Incorporated, Minneapolis, Minnesota, and authorizes the Chairman and Secretary/Treasurer to enter into a contract with Sico Incorporated for the amount of \$129,850.00, for the purchase of a portable concert stage in accordance with the Bid Documents.

Passed by the Commission on June 9, 1993.


Chairman


Secretary/Treasurer

APPROVED AS TO FORM:
Daniel B. Cooper, General Counsel

By: 
Mark B. Williams
Senior Assistant Counsel

Metropolitan Exposition - Recreation Commission

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MERC STAFF REPORT

Agenda Item/Issue: Civic Stadium Stage System Bid Results

Resolution Nos: 333 & 334

Date: June 9, 1993

Presented By: Jeff Blosser
Mark Hunter

Background and Analysis: On May 12, 1993, at the regular meeting of the Metro ERC, the Commission approved issuance of specifications for a "portable stage" and "portable canopied grid system" for non-exclusive use at Portland Civic Stadium.

Following that approval, Staff released the "Bid Documents" and advertised for bids for the Portable Stage. Bids were opened on June 2, 1993, at 2:00PM, PDT, with one responsive bid received from Sico Incorporated, Minneapolis, Minnesota, for the sum of \$129,850.00.

On May 21, 1993, Staff released the "Bid Documents" for the Portable Canopied Grid System. Bids were opened on June 4, 1993, at 1:00PM, PDT, with one responsive bid received from EC Company, Portland, Oregon, for \$167,734.28. One additional bid was received from R.A. Reed Productions, Inc., for \$140,500.00, but a "Bid Bond" as required by the Bid Documents was not included.

Fiscal Impact: Approved 1993-94 Budget for Civic Stadium Concert Stage System is \$250,000.00. The combined bid amount is \$297,584.28, which is \$57,584.28 over the projected budget amount. The total 1993-94 Capital Budget for the Civic Stadium is \$350,000.00.

Staff Recommendation: Staff has ascertained during the course of the bid process that portable canopy grid systems are available for rental from various sources depending on size requirements and demand. Staff therefore recommends Commission acceptance of the portable concert stage bid from Sico Inc., Minneapolis, Minnesota, for purchase of the concert stage, and further recommends rejection of the portable canopied bid from EC Company due to the cost. It will be the intent of Staff to rent a portable canopied grid system on an event by event basis as may be necessary until such time that a canopied grid system is further researched and economically feasible to purchase.

Project: Stadium Stage
Public Contract No: 913222

PUBLIC CONTRACT

This contract is entered into between the METROPOLITAN EXPOSITION-RECREATION COMMISSION, a municipal corporation, whose address is PO Box 2746, Portland, Oregon 97208, hereinafter referred to as "Metro ERC", and SICO Incorporated, whose address is PO Box 1169 Minneapolis, MN 55440, hereinafter referred to as the "CONTRACTOR".

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I STAGE SPECIFICATIONS

CONTRACTOR shall perform the work and/or deliver to Metro ERC the goods described in the Stage Specifications as included in the Contract Documents, except as amended by attachment "A" to this contract. All services and goods shall be of good quality and otherwise in accordance with the Stage Specifications and Contract Documents.

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing July 21, 1993 through and including October 30, 1993

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

Metro ERC shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Stage Specifications. Metro ERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Stage Specifications and Attached Drawing.

Payment will be made in Lump Sum upon Substantial Completion of Contract, minus retainage up to 10% of the contract amount, such retainage to be paid upon Final Completion.

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 persons or PROPERTY arising out of or related to this Contract, and shall indemnify and hold harmless Metro ERC, 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. Nothing in this Contract shall create any contractual relationship between any subcontractor and Metro ERC.

ARTICLE V
TERMINATION

Metro ERC 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 ERC shall not be liable for indirect or consequential damages. Termination by Metro ERC will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI
INSURANCE

CONTRACTOR shall maintain such insurance as will protect CONTRACTOR from claims under Worker's Compensation Acts and other employee benefit acts covering all of CONTRACTOR'S employees engaged in performing the work under this contract; and from claims for damages because of bodily injury, including death and damages to property, all with coverage limits satisfactory to Metro ERC. Liability insurance shall have minimum coverage limits of at least the dollar amounts listed in ORS 30.270. Additional coverage may be required in the Scope of Work attached hereto. This insurance 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 immediately increase the amounts of liability insurance required to reflect any changes in Oregon Law so that the insurance provided shall cover, at a minimum, the maximum liability limits under the Oregon Tort Claims Act.

If required in the Scope of Work attached hereto, CONTRACTOR shall provide Metro ERC with a certificate of insurance complying with this article and naming Metro ERC as an insured 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 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 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provisions are a part of this Agreement, including, but not limited to ORS 279.310 to 279.320. 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.

ARTICLE VIII ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts. Such attorney fees shall include the reasonable market value of any services rendered to Metro ERC by its employees or employees of Metro if in-house counsel is employed.

ARTICLE IX QUALITY OF GOODS SOLD

Unless specified otherwise, all materials shall be new. 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 of final payment by Metro ERC, whichever date 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 ERC.

ARTICLE X
OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of Metro ERC and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to Metro ERC all rights or reproduction and copyright to all such documents.

ARTICLE XI
SUBCONTRACTORS; DISADVANTAGED BUSINESS PROGRAM

CONTRACTOR shall contact Metro ERC prior to negotiation and subcontracts and CONTRACTOR shall obtain approval from Metro ERC 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 ERC reserves the right to reasonably reject any subcontracts 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.

CONTRACTOR agrees to make a good faith effort, to adhere to the Special Conditions of this agreement regarding DBE/WBE Target Area utilization. Metro ERC reserves the right, at all times during the period of this Agreement, to monitor compliance with the terms of this paragraph and Metro ERC's Disadvantaged Business Program.

ARTICLE XII
RIGHT TO WITHHOLD PAYMENTS

Metro ERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in Metro ERC'S sole opinion, to protect Metro ERC 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 Metro ERC's opinion, violated that provision, Metro ERC shall have the right to withhold, from payments due CONTRACTOR, such sums as shall satisfy that provision. All sums withheld by Metro ERC under this Article shall become the property of Metro ERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII
SAFETY

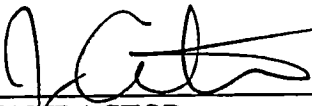
If services of any nature are to be performed pursuant to this Agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and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

ARTICLE XIV
INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, 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. Attachment "A" to this Contract represents a modified and total material list which supersedes only those corresponding items as specifically described in the Specifications. Otherwise, this Contract represents the entire and integrated agreement between Metro ERC 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 ERC and CONTRACTOR. The laws of the State of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV
ASSIGNMENT

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

By: 
CONTRACTOR James B. Crater
Sico Incorporated

Date: 7-28-93

By: 
METROPOLITAN EXPOSITION
RECREATION COMMISSION

Date: 7-21-93