

**METROPOLITAN EXPOSITION-RECREATION COMMISSION**  
**RESOLUTION NO. 93-21**

Accepting the Bid of N-B Hatch Co. of Portland, Oregon, and authorizing the Chairman and Secretary Treasurer of the Metropolitan Exposition-Recreation Commission to enter into an Agreement with N-B Hatch Co., for the construction of the Oregon Convention Center Truck Marshalling Lot in accordance with the Bid Documents.

The Metropolitan Exposition-Recreation Commission finds:

1. That the METRO Council approved issuance of Bid Documents for the construction of the Oregon Convention Center Truck Marshalling Lot prior to the transfer of Capital Fund 559 to the Metropolitan Exposition-Recreation Commission (MERC).

2. That following transfer of Capital Fund 559, the MERC released the METRO generated Bid Documents publicly and received three bids on October 22, 1993, which were opened and read at the MERC Administrative Offices at the Oregon Convention Center.

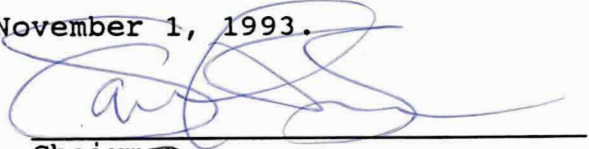
3. That upon review of the Bid Submittals by MERC and METRO Staff, N-B Hatch Co., Portland, Oregon, was determined by Staff to be the lowest responsive and responsible Bidder.

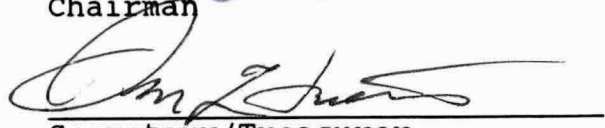
4. That the low bid of N-B Hatch Co. is within the budgeted amount for the project described.

5. That MERC Staff recommends the acceptance of the bid of N-B Hatch Co. for the construction of the Oregon Convention Center Truck Marshalling Lot in accordance with the Bid Documents.

**BE IT THEREFORE RESOLVED** that the Metropolitan Exposition-Recreation Commission accepts the bid of N-B Hatch Co., Portland, Oregon, and authorizes the Chairman and Secretary/Treasurer of the Commission to enter into an Agreement in accordance with the Bid Documents with N-B Hatch Co. for the construction of the Oregon Convention Center Truck Marshalling Lot.

Passed by the Commission on November 1, 1993.

  
Chairman

  
Secretary/Treasurer

Approved as to Form:  
Daniel B. Cooper, General Counsel

  
By: Mark B. Williams  
Senior Assistant Counsel

MERC STAFF REPORT

Agenda Item/Issue: Acceptance of Bid of N-B Hatch Co. for the Oregon Convention Center Truck Marshalling Lot

Resolution No. 93-21

Date: November 1, 1993 Presented By: Mark P. Hunter

Background and Analysis

In May of 1993, the METRO Council directed their Regional Facilities Department to proceed with the writing of a specification and going out to bid for the construction of the "Truck Marshalling Lot" to the West of the Oregon Convention Center on the land under the I-5 freeway currently leased from the State of Oregon by MERC. This area is also used by MERC Employees and OCC Exhibitors for parking purposes and contains about 160 spaces. Truck staging for exhibits would also take place on a portion of this area.

As of July 1, 1993, Metro ERC became responsible for the funds, Oregon Convention Center Capital Improvement Fund 559, necessary to pay for this project. Due to this transition of funding, the Bid Specification was completed by METRO Regional Facilities and subsequently turned over to MERC to be put out to bid which occurred last month. Since MERC is now responsible for the 559 Capital Fund, it is necessary for the Commission to approve any formal capital contracts applicable to that fund.

Three Bids were received on October 22, 1993, at 3:00pm (PDT), at the MERC Offices and opened and read. The three bids are as follows:

N-B Hatch Co.  
Portland, Oregon  
\$322,549.00

Benge Construction  
Tualatin, Oregon  
\$382,525.21

Eagle Elsner Inc.  
Tigard, Oregon  
\$449,486.00

The bid of N-B Hatch Co. was the lowest responsive and responsible bid with all submittals being in compliance with the bid specifications including compliance with MBE/WBE guidelines. Submittals have been reviewed by METRO Regional Facilities Purchasing Division.

### Budget/Financial Considerations

The Truck Marshalling Lot construction was budgeted at \$350,000 in the 1993/94 Capital Improvement Fund 559, for the Oregon Convention Center. Design and consultation fees were budgeted separately and paid by METRO prior to the transfer of the 559 fund. Project engineer fees should total under \$10,000, and should be the only other applicable expenses with the exception of any necessary project change orders.

### Other Considerations

Construction Specifications and Design have been reviewed and approved by the City of Portland Design Commission and Staff and the State of Oregon, from which we lease the property.

### Recommendation

Staff recommends that the Commission authorize the Chairman and Secretary Treasurer to enter into an Agreement with H-B Hatch Co. in accordance with the stipulations in the Bid Documents, made part of the Agreement by the Contract Form, for the construction of the Oregon Convention Center Truck Marshalling Lot for the Bid Amount of \$322,549.00.

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**SECTION 00500**  
**CONSTRUCTION AGREEMENT**

This Construction Agreement is made by and between \_\_\_\_\_, hereinafter called Contractor and Metropolitan Exposition-Recreation Commission; a metropolitan commission established by Metro to renovate, maintain and operate metropolitan convention, trade and spectator facilities pursuant to ORS 268.395, 268.400 and 268.310(6); hereinafter called METRO ERC.

Contractor and METRO ERC 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 Schedule of Bid Prices, Surety, MBE/WBE Business Program Compliance, Prevailing Wage Rate Compliance, Resident/Non-resident Bidder Status, Signature Page, Non-Collusion Affidavit, Bid Bond, MBE and WBE Utilization, the Performance and the Labor and Materials Payment Bonds, the General Conditions, the Supplementary Conditions, the Technical Specifications (The City of Portland Standard Construction Specifications - Division 2 through Division 6), 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 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 ERC agrees to pay contractor the Contract Amount as adjusted by approved Change Orders issued pursuant to the Contract Documents. Contractor agrees to accept the Contract Amount as full payment for contractor's performance of the above described Work.

The Contract Amount is \_\_\_\_\_

METRO ERC 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 ERC under the procedures of the Contract Documents, perform additional Work or delete Work in accordance with the Contract Documents. Any increase or decrease in the Contract Amount shall be determined pursuant to the applicable provisions of the Contract Documents.

5. Time of Completion: Adjusted Payments

Time is of the essence of this Construction Agreement. The Contract Time shall commence upon issuance of the Notice to Proceed. Contractor shall commence work under this Contract within ten (10) calendar days after issuance of written Notice to Proceed. Contractor shall bring the work to substantial completion no later than SIXTY (60) days. By executing this Construction Agreement, Contractor confirms and accepts that the Contract Time so stated is a reasonable period for performance of all of the Work.

If Contractor fails to substantially complete the Work, within the Contract Time, as determined by METRO ERC in accordance with the Contract Documents, Contractor shall be liable for adjusted payments to METRO ERC 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 ERC 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.

7. Remedies for Default

If Contractor fails to perform as specified in the Contract Documents, METRO ERC shall be entitled to all the rights and remedies which this Contract provides, as well as all remedies provided by law. This Contract shall not be construed as limiting or reducing the remedies provided by law which METRO ERC would have in the absence of any provision of the Contract.

8. Laws of Oregon Apply

The laws of Oregon shall govern the interpretation and construction of this Construction agreement and all of the Contract Documents.

9. Entire Agreement

The Contract Documents constitute the final written expression of all of the terms of this Construction agreement and are a complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by either party 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 ERC and Contractor. This Contract shall not be modified or altered by any course of performance by either party.

**CONTRACTOR**

**METRO ERC**

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_