

METROPOLITAN EXPOSITION-RECREATION COMMISSION
RESOLUTION NO. 94-21

Accepting the Bid of McCoy Electric Co., Inc., Portland, Oregon, for \$187,976.00, and authorizing the Chairman and Secretary/Treasurer to execute an agreement with McCoy Electric Co., Inc., for the installation of a Lighting Control System for the Oregon Convention Center's Exhibition Halls and exterior lighting, in accordance with the Contract Documents.


The Metropolitan Exposition-Recreation Commission finds:


1. That \$180,000.00 was budgeted in the Convention Center's 559 Capital Budget for fiscal year 1994/95, for the installation of a lighting control system for the Exhibition Halls and exterior lighting, and that the Consulting Engineer's estimate based on the requirements in the specification for Bids was \$188,000.00.
2. That in late March of 1994, the Commission was advised by Staff that a Request for Bids was being readied for issuance at the beginning of April for the Lighting Control System.
3. That on April 1, 1994, Staff advertised and released for bidding a Request for Bids for the lighting controls project, with twenty contractors subsequently requesting document sets.
4. That on April 26, 1994, one bid was received, opened and read for the amount of \$187,976.00, from McCoy Electric Co., Inc., Portland, Oregon.
5. That Staff has determined McCoy Electric Co. to be qualified and responsible and that McCoy Electric has submitted a responsive bid in accordance with the contract documents.
6. That Staff recommends that the Commission accept the Bid of McCoy Electric and enter into a contract with them for the purchase and installation of the Lighting Control System.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition-Recreation Commission accepts the Bid of McCoy Electric Co., Inc., Portland, Oregon, in the amount of \$187,976.00, for the installation of a Lighting Control System for the Oregon Convention Center Exhibition Halls and exterior lighting, and authorizes the Chairman and Secretary/Treasurer to execute a contract with McCoy Electric in accordance with the Contract Documents, Contract Form attached hereto.

Passed by the Commission on May 2, 1994.

Approved As To Form:
Daniel B. Cooper, General Counsel


Chairman

By: 
Mark B. Williams
Senior Assistant Counsel


Secretary/Treasurer

MERC STAFF REPORT

Agenda/Item Issue:

Acceptance of Bid for Oregon Convention Center Lighting Control System

Resolution No. 94-21

Date: May 2, 1994

Presented by: Jeffrey A. Blosser

Background and Analysis: On April 1, 1994, a Request for Bids was released for the purchase and installation of a lighting control system for the Oregon Convention Center Exhibition Halls and exterior lighting. Twenty electrical or other contractors subsequently requested and received Bid Documents. One Bid was received and read on April 26, 1994, at the MERC Offices. That bid was from McCoy Electric Co., Inc., Portland OR, for the amount of \$187,976.00. Other contractors had declined to bid due to the current level of business activity and lack of available resources to perform the work. McCoy Electric was found by Staff to be qualified and responsible and their bid responsive in accordance with the Contract Documents. Following the Bid Submittal, McCoy Electric formally requested that in order to place earlier equipment orders and utilize all possible dates in the month of May that the award of the contract, if so desired, be expedited to May 1st.

Fiscal Impact: The amount budgeted for this project was \$180,000.00, to be charged to the Convention Center's 559 Capital Fund. Since the establishment of the original budget amount, the scope of the project had expanded an estimated \$8,000, to a total anticipated expenditure of \$188,000.00.

Discussion with Commission: The Commission was advised of the pending issuance of the RFB in late March and that acceptance of the Bid would require a Resolution by the Commission.

Recommendation: Staff recommends the acceptance of the Bid of McCoy Electric Co., Inc., Portland, OR, for the amount of \$187,976.00, for the installation of a lighting control system at the Oregon Convention Center.

**SECTION 00500
CONSTRUCTION AGREEMENT**

This Construction Agreement is made by and between McCoy Electric Co., Inc., 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 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 \$187,976.00 (One Hundred Eighty Seven Thousand, Nine Hundred Seventy Six and 00/100 Dollars)

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

The Contract shall commence upon issuance of the Notice to Proceed. Contractor shall commence work under this Contract in accordance with the schedule provided herein after issuance of written Notice to Proceed. Contractor shall bring the work to substantial completion no later than **December 31, 1994**. By executing this Construction Agreement, Contractor confirms and accepts that the Contract completion date 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.

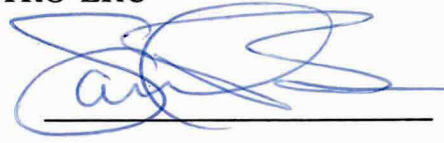
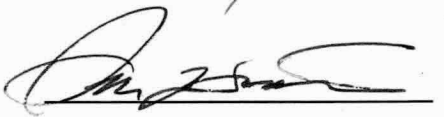
9. Entire Agreement

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

By: 
Title: MAX N. LANDON, PRESIDENT
Date: MAY 12, 1994

METRO ERC

By: 
Title: Chairman
Date: 5-12-94
By: 
Title: Secretary/Treasurer
Date: 5/12/94