

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution 94-82

Metropolitan Exposition-Recreation Commission Resolution 94-82 accepting the Bid of First Cascade Corporation, Tigard, Oregon, and Authorizing the Chairman and Secretary/Treasurer to execute a Contract with First Cascade Corp., for the Civic Auditorium Restroom Project.

Whereas, the Commission in September of 1994, approved the transfer of Spectator Facilities Funds in the amount of \$110,000, from contingency to capital for the purpose of the construction of additional restrooms at Civic Auditorium; and

Whereas, Commission Staff subsequently issued bid documents and obtained three bids for said Project; and


Whereas, Commission Staff reviewed all Bids and found that First Cascade Corp., submitted the lowest Responsible and Responsive Bid in the amount of \$95,414.00; and

Whereas, the Bid Amount, Architect/Engineer Fees and Permit Fees total approximately 4% less than the allocated budget for the Project.


BE IT THEREFORE RESOLVED that the Metropolitan Exposition-Recreation Commission hereby accepts the Bid of First Cascade Corp., Tigard, Oregon, in the amount of \$95,414.00, and authorizes the Chairman and Secretary/Treasurer to execute a Contract with First Cascade Corp., for the Civic Auditorium Restroom Project.

Passed by the Commission on December 19, 1994.


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 and Authorization to enter into Contract for Civic Auditorium Restroom Project

Resolution No. 94-82

Date: December 16, 1994

Presented By: Mark Hunter

Background and Analysis: At the regular meeting of the Commission in September, the Commission approved transfer of \$110,000 in the Spectator Facilities Fund from Contingency to Capital Outlay for the purpose of construction of additional restroom facilities at the Civic Auditorium. Following approval of that transfer by Metro Council, Staff proceeded with creation and issuance of Bid Documents.

On December 15, 1994, at the MERC Conference Room at the Oregon Convention Center, Bids were publicly opened and read. Three bids were received and tabulated (See attached Bid Tabulation and Intent to Award).

Fiscal Considerations: Budgeted funds were approved based on estimates obtained prior to the bidding process and were set at \$110,000. Architectural and Engineering fees will cost approximately \$8,750. Permit fees are estimated at \$1,500 maximum. Low bid was \$95,414.00. Budget balance or project contingency would be \$4,336, or about 4%.

Other Considerations: Staff has reviewed the Low Bid submittals and has determined the Bidder, First Cascade Corporation, of Tigard, Oregon, to be the lowest Responsible and Responsive Bidder.

Recommendation: Staff recommends that the Commission accept by Resolution 94-82, the Bid of First Cascade Corp. of Tigard, Oregon, and authorize the Chairman and Secretary/Treasurer to execute a contract with First Cascade Corp. for the sum of \$95,414.00, for the Civic Auditorium Restroom Project.

**SECTION 00500
CONSTRUCTION AGREEMENT**

This Construction Agreement is made by and between First Cascade Corporation, Tigard, Oregon, hereinafter called Contractor and The 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.

The 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, DBE/MBE/WBE Business Program Compliance, Prevailing Wage Rate Compliance, Resident/Non-resident Bidder Status, Signature Page, Non-Collusion Affidavit, Bid Bond, DBE/MBE/WBE Utilization and the Recycled Materials Certificate), 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 \$95,414.00, (Ninty five thousand, four hundred fourteen and no/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

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 ninety (90) days, following notice to proceed. 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 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 law 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: Pres. _____


Date: 12/29/94 _____

METRO ERC

By:  _____
Sam Brooks

Title: **Chairman**

Date: 12-19-94 _____

By:  _____
Ben Middleton

Title: **Secretary/Treasurer**

Date: 12/18/94 _____

BEFORE THE METRO COUNCIL

**FOR THE PURPOSE OF ADOPTING) RESOLUTION NO. 94-1983
POLICIES FOR THE MANAGEMENT)
OF THE PARKS/EXPO FUND) Introduced by Executive Officer,
) Rena Cusma**

WHEREAS, Metro has assumed operating responsibility from Multnomah County for a group of facilities referred to as Parks and Expo Center, and

WHEREAS, through an intergovernmental agreement, Multnomah County is scheduled to transfer ownership of these facilities to Metro on July 1, 1996,

WHEREAS, the capital and operating needs of these facilities exceed their combined revenues, and

WHEREAS, funding needs and the upcoming transfer negotiations have raised numerous policy issues, and

WHEREAS, a staff working group has researched, discussed, and made recommendations for these issues, and

WHEREAS, the Council wishes to provide policy direction regarding the funding and management of the Parks and Expo Center facilities,

NOW, THEREFORE, BE IT RESOLVED:

1. That the Metro Council hereby adopts the recommendations attached as Exhibit A.
2. That the Executive Officer is directed to pursue the recommended actions attached as Exhibit B and to recommend additional policies to Council where appropriate.

ADOPTED by the Metro Council this ____ day of _____, 1994.

Judy Wyers, Presiding Officer

RECOMMENDATIONS

EXPO CENTER - Capital Improvements

- A. Only essential (fire, life, safety, ADA) capital needs should be addressed prior to a final determination on the disposition of the IGA. These essential needs should be addressed only to the point that they can be supported using Fund balance during the period that the IGA is in effect.
- B. In order to maximize the ability to meet public needs and to generate future revenues, a major capital reinvestment program at Expo should be a high priority.
- C. Several of the required improvements at Expo would require closing the facility; experience indicates that closure usually results in the loss of some annual business permanently. It is, therefore, desirable to build new (expansion) space, for which management staff believe there is a demand anyway, before addressing the renovation of the existing space.

EXPO CENTER - Funding

- D. Because of the magnitude of capital needs, cash financing will take too long to protect existing facilities and to meet public needs; leveraged financing is therefore essential. A number of mechanisms should be considered including: General Obligation Bonds; Revenue Bonds; Capital/Lease Financing; and Internal Financing.
- E. Consideration should be given to including major Expo capital needs in the anticipated upcoming Oregon Convention Center expansion vote.
- F. Net Expo operating revenues (after providing for regular operating, capital maintenance, and contingency needs) should be shared with Parks on a continuing, predictable basis. Specifically it is recommended that the first \$325,000 of net Expo operating revenues be dedicated to Parks operation support. Any revenues above \$325,000 should remain with the Expo Center. This funding strategy should be authorized for the period up to July, 1997. Before July 1997, the Council should review this funding strategy and either authorize its continuation or implement an alternative funding source which addresses Parks needs. The goal should be to reduce or eliminate Expo support to Parks at the earliest possible date.

All Metro excise taxes generated by Expo-related goods and services should be dedicated to support existing Parks facilities (i.e., not for new acquisitions).

EXPO CENTER - Funding (Continued)

- G. Expo should have a renewal and replacement account funded annually based on a capital maintenance plan. The facility should also have a capital improvement plan.
- H. Expo revenues above the \$325,000 guaranteed to Parks should be reinvested in Expo to protect the asset and maximize revenue.

PARKS - Operating and Capital Maintenance Support

- A. All Metro excise taxes generated by Expo-related goods and services should be dedicated to support existing Parks facilities (i.e., not for new acquisitions).
- B. Metro excise taxes should also be levied on Parks goods and services, and these tax revenues should be dedicated to the support of Parks operations.
- C. Net Expo Center operating revenues (after providing for regular operating, capital maintenance, and contingency needs) should be shared with Parks on a continuing, predictable basis. Specifically it is recommended that the first \$325,000 of net Expo operating revenues be dedicated to Parks operation support. Any revenues above \$325,000 should remain with the Expo Center.
- D. Metro should immediately begin a process to identify a funding strategy for Regional Parks. A new revenue source should be identified and secured to support parks operations and ongoing capital maintenance no later than July, 1997.
- E. Although the magnitude of deferred work and problems is smaller than at the Expo Center, a high priority should be given to a capital reinvestment program at Glendoveer Golf Course.
- F. Net operating cash flow from Glendoveer Golf Course and any other Parks operated enterprise activities should remain with Parks.

PARKS - Operating and Capital Maintenance Support

- G. Parks facilities should have a renewal and replacement account funded annually based on a capital maintenance plan. These facilities should also have a Council-approved capital improvement plan.

PARKS - Other Issues

- H. Only essential (fire, life, safety, ADA) capital needs should be addressed prior to a final determination on the disposition of the IGA for these facilities (none are identified at this time.) These essential needs should be addressed only to the point that they can be supported using the beginning fund balance and any Expo net revenues generated during the period that the IGA is in effect.
- I. The Council should establish policies, criteria and a procedure for responding to requests from other agencies to assume responsibility for existing regional parks and natural areas. This policy should be consistent with the concept of creating a "regional" system of parks and greenspaces.
- J. Acquisition/development of new Parks/Greenspaces land/facilities should be addressed through potential G.O. bond issues, grants, donations, and revenue-supported debt; not through general purpose Metro resources. (These costs are, therefore, not addressed by this report.)
- K. Non-General Fund funding sources should be identified in advance for meeting new operational requirements associated with new land, facilities and operations.
- L. When a new funding source for Parks operations and maintenance is secured, the Parks functions should be budgeted in a separate fund. Expo should be budgeted as part of MERC at that time.
- M. All facilities, programs and functions covered by the IGA should be evaluated for organizational fit with the Parks Department mission and reviewed for "regional significance." Those that do not fit should not be transferred. The Pioneer Cemeteries, in particular, should be evaluated in this manner.

GREENSPACES

- A. If the Greenspaces Bond Measure passes, a funding source is required to cover those acquisition, development, construction, operations, and maintenance costs which cannot be covered with Bond funds. Metro should immediately begin a process to identify a funding strategy for these requirements.
- B. If the measure is defeated, the Greenspaces program should be reviewed to determine if it should be modified in view of its continuing revenue requirements and its apparent lack of public support for funding these requirements.

RV PARKS

- A. The Expo RV site should be built to maintain eligibility for state RV registration fees, unless it conflicts with the future council policy as to the primary use for the facility (Expo support vs. regional recreation) and the council priorities for recreational experience, facility aesthetics and revenue generation.
- B. If an RV Park is built at Blue Lake Park, it should be managed by Parks either directly or under contract.
- C. Options and recommendations for the Expo RV Park management ownership, design, and revenue flow should be developed when the positive feasibility of such a facility has been determined.

GENERAL RECOMMENDATIONS

- A. The Council should adopt criteria and "bottomline" policies to guide the Phase II IGA negotiations.
- B. Phase II negotiations should be initiated in May, 1995, if possible.

RECOMMENDED ACTIONS

- ◆ **Adopt working group November recommended policies - Res. No. 94-1983.**
- ◆ **Adopt policies on assuming responsibility for additional existing regional parks.**
- ◆ **Propose new operating revenue source for parks maintenance and operations.**
- ◆ **Propose new operating revenue source for Greenspaces.**
- ◆ **Evaluate facilities, programs and functions covered by the IGA for fit with Parks Department mission and review for "metropolitan concern".**
- ◆ **Adopt policies (criteria) for IGA Phase II transfer.**
- ◆ **Initiate IGA Phase II Negotiations**
- ◆ **Define a strategy and propose funding for Expo major capital needs**
- ◆ **Research options and make recommendations for the Expo RV Park management and revenue flow.**