

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution 95-42

Metropolitan Exposition-Recreation Commission Resolution 95-42 accepting the Bid of PHI Construction, Inc., Portland, Oregon, and Authorizing the Chairman and Secretary/Treasurer to execute a Contract with PHI Construction, Inc., for the EXPO Restroom Project.

Whereas, the Remodeling of Restrooms of Portland Exposition Center's A, B and C Hall's has long been a priority due to the necessity of upgrading the facilities for compliance with ADA, enhanced sanitation maintenance and the overall benefit to EXPO's users; and

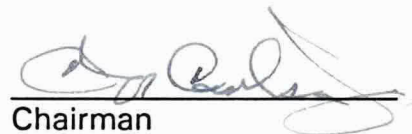
Whereas, Commission Staff subsequently issued bid documents and obtained four bids for said Project; and

Whereas, Commission Staff reviewed all Bids and found that PHI Construction, Inc., submitted the lowest Responsible and Responsive Bid in the amount of \$86,989.00; and

Whereas, the current 95-96 Capital Budget for EXPO is \$191,450. Architectural and Engineering fees are currently contracted at \$6,425.00. Permit fees were \$918.64. Project contingency will be 5%, or \$4,350. Total anticipated project expenditure would be approximately \$98,683, of which \$5,500 were spent in FY 94-95, leaving an estimated balance of \$93,183, which would be applied to the current fiscal.


BE IT THEREFORE RESOLVED that the Metropolitan Exposition-Recreation Commission hereby accepts the bid of PHI Construction, Inc., Portland, Oregon, in the amount of \$86,989.00, and authorizes the Chairman and Secretary/Treasurer to execute a Contract with PHI Construction, Inc., for the EXPO Restroom Project.

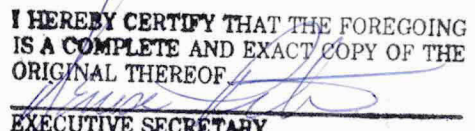
Passed by the Commission on July 25, 1995.


Chairman


Secretary/Treasurer

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

By: 
Mark B. Williams
Senior Assistant Counsel

I HEREBY CERTIFY THAT THE FOREGOING
IS A COMPLETE AND EXACT COPY OF THE
ORIGINAL THEREOF.

EXECUTIVE SECRETARY,
METROPOLITAN E-R COMMISSION

MERC STAFF REPORT

Agenda Item/Issue: Acceptance of Bid and Authorization to enter into Contract for Exposition Center (EXPO) Restroom Project

Resolution No. 95-42

Date: July 24, 1995

Presented By: Mark Hunter

Background and Analysis: Remodeling of the A, B and C Hall restrooms at the EXPO has been long needed and has been previously listed in several facility surveys as a priority item due to the age of the facilities, and non-compliance with ADA regulations. Remodeling is also a high priority with building users, promoters and EXPO Staff. It is anticipated that the remodeling will help decrease lines at the Women's facilities at peak utilization, improve sanitation maintenance and enhance the overall impression of the facility.

On July 20, 1995, at the MERC Conference Room at the Oregon Convention Center, Bids were publicly opened and read. Four bids were received and tabulated (See attached Bid Tabulation and Intent to Award).

Financial Considerations: The current 95-96 Capital Budget for EXPO is \$191,450.00. The low bid for this project is \$86,989.00. Architectural and Engineering fees are currently contracted at \$6,425.00. Permit fees were \$918.64. Project contingency will be 5%, or \$4,350.00. Total anticipated project expenditure would be approximately \$98,683.00, of which \$5,500.00 for Architectural and Engineering fees were expended in FY 94-95.

Other Considerations: Staff has reviewed the Low Bid submittals and has determined the Bidder, PHI Construction, Inc. of Portland, Oregon, to be the lowest Responsible and Responsive Bidder.

Recommendation: Staff recommends that the Commission accept by Resolution 95-42, the Bid of PHI Construction, Inc. of Portland, Oregon, and authorize the Chairman and Secretary/Treasurer to execute a contract with PHI Construction, Inc. for the sum of \$86,989.00, for the Exposition Center Restroom Project.



METROPOLITAN EXPOSITION-RECREATION COMMISSION

NOTICE OF INTENT TO AWARD

Portland Exposition Center (EXPO)
Restroom Remodel

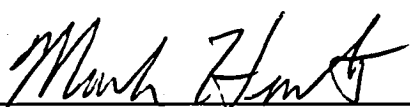
July 24, 1995

On July 20, 1995, at 3:00pm PT, at the Offices of the Metropolitan Exposition-Recreation Commission, Bids were publicly opened and read for the Portland Exposition Center (EXPO) Restroom Remodeling Project.

The lowest Responsive and Responsible Bidder was **PHI Construction, Inc.**, 623 SE Mill Street, Portland, OR, 97214. The amount of the Bid was \$86,989.00.

At a public meeting of the Metropolitan Exposition-Recreation Commission (Commission), to be held at their offices on July 24, 1995, at 1:30pm (PT) Staff will recommend to the Commission that the Commission, by formal resolution, accept the Bid of PHI Construction Inc.(PHI), and that the Commission enter into a Contract with PHI for the EXPO Restroom Remodel Project.

Inquiries may be directed to Mark Hunter, Project Manager at 503-731-7827.

Signed: 
Mark Hunter, Constr./Cap. Projs.

Date: 7,24,95



METROPOLITAN EXPOSITION-RECREATION COMMISSION

BID TABULATION

On Thursday, July 20, 1995, at 3:00pm PT, BIDS were publicly opened and read for the Portland Exposition Center, (EXPO) Restroom Project.

Bids were received as follows:

Bidder	Base Bid
PHI Construction, Inc. 623 SE Mill Street Portland, OR 97214	\$ 86,989.00
Michael J. Watt, Inc. P.O. Box 82374 Portland, OR 97282-0374	\$ 89,920.00
First Cascade P.O. Box 2158 Lake Oswego, OR 97035	\$ 92,433.00
Jim Miller Construction P.O. Box 16513 Portland, OR 97216	\$ 105,962.00

Bids will be reviewed in accordance with the Bid Documents, and MERC Staff will determine it's decision regarding Bids Submitted as soon as possible.

Signed: *Mark Hunter*

Date: 7/20/95

Dist: Bidders, Plan Holders, MERC Staff

dfh720951615fax

SECTION 00500
CONSTRUCTION AGREEMENT

This Construction Agreement is made by and between PHI Construction, Inc., Portland, 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.

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 \$86,989.00, (Eighty six thousand, nine hundred eighty nine 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

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 one (1) calendar day after issuance of written Notice to Proceed. Contractor shall bring the work to substantial completion no later than **midnight November 1, 1995**, 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.

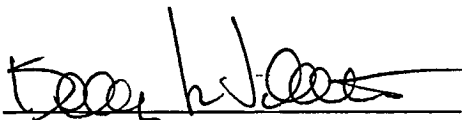
8. Laws of Oregon Apply

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: 
Kelly LaFollette

Title: President/Owner

Date: July 27, 1995

METRO ERC

By: 
Cliff Carlsen

Title: **Chairman**

Date: 8-3-95

By: 
Alice Norris

Title: **Secretary/Treasurer**

Date: 8-3-95