

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution 95-43

Metropolitan Exposition-Recreation Commission Resolution 95-43 accepting the Bid of Hal's Construction, Inc., Oregon City, Oregon, and Authorizing the Chairman and Secretary/Treasurer to execute a Contract with Hal's Construction, for the EXPO Parking Lot Seal Coat Project.

Whereas, Seal Coating of the parking lot at the EXPO has been a priority to preserve the integrity of the asphalt surface and to help prevent deterioration; and

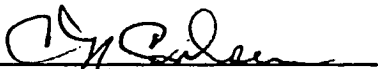
Whereas, Commission Staff issued Bid documents and obtained three Bids and one No Bid for said Project; and

Whereas, Commission Staff reviewed all Bids and found that Hal's Construction, Inc., submitted the lowest Responsible and Responsive Bid in the amount of \$37,893.75; and

Whereas, funds for the Seal Coat Project have been appropriated in the FY 95-96 budget for EXPO.

**BE IT THEREFORE RESOLVED** that the Metropolitan Exposition-Recreation Commission hereby accepts the Bid of Hal's Construction, Inc., Oregon City, Oregon, in the amount of \$37,893.75, and authorizes the Chairman and Secretary/Treasurer to execute a Contract with Hal's Construction, Inc., for the EXPO Parking Lot Seal Coat Project.

Passed by the Commission on August 21, 1995.

  
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 a Contract for EXPO East Parking Lot Seal Coat Project

Resolution No. 95-43

Date: August 21, 1995 (Revised)

Presented By: Mark Hunter

Background and Analysis: Prior to assumption of Management of the EXPO by MERC, Staff identified various capital requirements of the facility, one of which was renovation of the East Parking Lot, approximately 645,000 square feet, which was in a advanced state of deterioration due to lack of preventative maintenance. Following research into the condition of the lot and possible solutions, Staff determined that a combination of phased repair followed by preventative measures would save complete replacement or overlaying of the parking lot surface which could cost in excess of two million dollars within one to two years. The Commission was advised by Staff of the plans for the renovation, of which this project is the third and final phase, consisting of Seal Coating of the entire parking lot surface. Total cost of all phases of the renovation was estimated at between \$150,000 to \$200,000, which would include restriping at a cost of between \$10,000 and \$15,000, to be informally bid next week.

"Removal and replacement" of unsalvageable areas of the lot was the first phase of the project, followed by "crack filling" to prevent water undermining the substratum, this portion currently being finished. The first two phases were informally bid by the issuance of technical specifications. All phases require completion in warm/hot dry conditions. All available days have so far been utilized, but as the weather conditions approach typical September conditions, time is of the essence. The ten day METRO Code requirement applies to this project resolution if passed. Cost commitment for these phases is \$47,550.

Financial Considerations: The 95-96 EXPO budget contains sufficient funds to complete the Seal Coating process bid at \$37,893.75. Assuming that the restriping of the lot may cost the maximum of \$15,000, the total cost of completing the renovation may be as high as \$100,443.75, well under the anticipated minimum estimate.

Other Considerations: Seal Coating of the parking lot is necessary to preserve the integrity of the asphalt and should be done at five year intervals following the first application eight years after a new asphalt installation. Seal Coating of the remaining parking lot areas at EXPO should be done next year to prevent the type of damage and deterioration that occurred on the East Lot. The remaining lots are currently in fair condition.

Recommendation: Staff recommends that the Commission accept by Resolution 95-43, the Bid of Hal's Construction, Inc., of Oregon City, Oregon, and authorize the Chairman and Secretary/Treasurer to execute a contract with Hal's Construction, Inc. for the sum of \$37,893.75, for the EXPO East Parking Lot Seal Coat Project.

MERC STAFF REPORT

Agenda Item/Issue: Acceptance of Bid and Authorization to enter into a Contract for EXPO East Parking Lot Seal Coat Project

Resolution No.

Date: August 18, 1995

Presented By: Mark Hunter

Background and Analysis: Prior to assumption of Management of the EXPO by MERC, Staff identified various capital requirements of the facility, one of which was renovation of the East Parking Lot, approximately 645,000 square feet, which was in a advanced state of deterioration due to lack of preventative maintenance. Following research into the condition of the lot and possible solutions, Staff determined that a combination of phased repair followed by preventative measures would save complete replacement or overlaying of the parking lot surface which could cost in excess of two million dollars within one to two years. The Commission was advised by Staff of the plans for the renovation, of which this project is the third and final phase, consisting of Seal Coating of the entire parking lot surface. Total cost of all phases of the renovation was estimated at between \$150,000 to \$200,000, which would include restriping at a cost of between \$10,000 and \$15,000.

"Removal and replacement" of unsalvageable areas of the lot was the first phase of the project, followed by "crack filling" to prevent water undermining the substratum, this portion currently being finished. The first two phases were informally bid by the issuance of technical specifications. Cost commitment for these phases is \$47,550.

Financial Considerations: The 95-96 EXPO budget contains sufficient funds to complete the Seal Coating process bid at \$48,697.50. Assuming that the restriping of the lot may cost the maximum of \$15,000, the total cost of completing the renovation may be as high as \$111,247, well under the anticipated minimum estimate.

Other Considerations: Seal Coating of the parking lot is necessary to preserve the integrity of the asphalt and should be done at five year intervals following the first application eight years after a new asphalt installation. Seal Coating of the remaining parking lot areas at EXPO should be done next year to prevent the type of damage and deterioration that occurred on the East Lot. The remaining lots are currently in fair condition.

Recommendation: Staff recommends that the Commission accept by Resolution \_\_\_\_\_, the Bid of \_\_\_\_\_, of \_\_\_\_\_, and authorize the Chairman and Secretary/Treasurer to execute a contract with \_\_\_\_\_, for the sum of \$ \_\_\_\_\_, for the EXPO East Parking Lot Seal Coat Project.



**METROPOLITAN EXPOSITION-RECREATION COMMISSION**


**BID TABULATION**

On Thursday, August 17, 1995, at 3:00pm PT, BIDS were publicly opened and read for the Portland Exposition Center, (EXPO) Parking Lot Seal Coat Project.

Bids were received as follows:

Bidder:	Base Bid:
Hal's Construction, Inc. 20666 S. Molalla Ave. Oregon City, OR 97045	\$37,893.75
Bretthauer Road Oil Co. P.O. Box 898 Hillsboro, OR 97123	\$38,055.00
Coast Services, Inc. P.O. Box 23697 Tigard, OR 97281	\$39,990.00
Benge Sealcoating P.O. Box 1604 Tualatin, OR 97062	No Bid

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: 

Date: 8/18/95

Dist: Bidders, Plan Holders, MERC Staff

dfh817951645fax

# CHANGE ORDER - NO. 1

## Metropolitan Exposition-Recreation Commission

**PROJECT:** Expo Restroom Remodel

**ARCHITECT:** R. King

**OWNER:** Metropolitan Exposition-Recreation Commission

**ENGINEER:** System. Dsgn. Cnslts.  
Mike Kinne

**LOCATION:** Portland Exposition Center

**CONTRACTOR:** PHI Construction  
Kelly LaFollette

**PROJECT MANAGER:** Mark Hunter  
731-7827(W)  
274-3098(10 sec. voice)

**CONTRACT DATE:** 8/3/95  
**CONTRACT NO.:** 914458  
**Issue Date:** 8/7/95

**THE SCOPE OF WORK AND CONTRACT AGREEMENT** is hereby changed as stated following, and the Contract Payment amount is adjusted as shown. Refer to Attachment(s) or Enclosure(s): Additional Work Request - PHI - 8/21/95

Provide overlayment of cementitious material to Hall B Restroom floor to prepare surface for acceptance of epoxy coating.

**IN CONSIDERATION OF REFERENCED CHANGE, the Contract Amount and Contract Term will be adjusted as follows:**

Original Contract Term: to 11/1/95	Original Contract Amount \$ <u>86,989</u> .00
Start Date: 08/08 / 95	
End Date: 11/02 / 95	Previous Adjusted Amount \$ <u>N/A</u> .
Days Added: [00]	
Days Deleted: [00]	Current Adjustment \$ <u>1,540</u> .00
*Adjusted End Date: N / A /	
*Does ( ) Does Not <input checked="" type="checkbox"/> affect insurance.	Adjusted Contract Amount \$ <u>88,529</u> .00

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This Change Order becomes part of and in conformance with all stipulations and references contained in the Contract Documents and Supersedes only those portions of the Contract Documents as may be specifically referenced as being changed and only to the extent as specifically indicated. All other portions of the Contract Documents will remain fully applicable.

**Change Order Acceptance:**

<u>MERC</u> Owner	<u>C. Baugh</u> Signature	<u>8/28/95</u> Date
<u>PHI Construction, Inc.</u> Contractor/Vendor	<u>[Signature]</u> Signature By Kelly LaFollette	<u>Aug 28, 1995</u> Date
<u>MERC-Const/Corp. Proj. Mgr</u> Concurrence	<u>[Signature]</u> Signature	<u>8/29/95</u> Date

SECTION 00500  
CONSTRUCTION AGREEMENT

This Construction Agreement is made by and between Hal's Construction, Inc., Oregon City, 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 MERC.

The Contractor and MERC 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 updated Events Schedule, and other information and data as listed 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 for the EXPO Parking Lot Seal Coat Project. 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, MERC 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 \$37,893.75., (Thirty seven thousand, eight hundred ninety three and 75/100 dollars).

MERC 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 MERC 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 September 30, 1995. 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 MERC in accordance with the Contract Documents, Contractor shall be liable for adjusted payments to MERC 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 MERC 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, MERC 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 MERC 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 MERC and Contractor. This Contract shall not be modified or altered by any course of performance by either party.

**CONTRACTOR**

**MERC**

By: [Signature]

By: [Signature]  
**Cliff Carlsen**

Title: U.S.

Title: **Chairman**

Date: 8-24-95

Date: 8-29-95

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By: [Signature]  
**Alice Norris**

Title: **Secretary/Treasurer**

Date: 8-28-95

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