

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution 96-21

Authorizing the Staff to accept the Bid of Williamsen and Bleid, Inc., Portland, OR, and authorizing the Chairman and Secretary/Treasurer to conditionally execute a Contract with Williamsen and Bleid, Inc. for the Civic Stadium Exterior Painting Project.

Whereas, increasing customer convenience and generating more revenue has been a priority of the Commission and basic business goals of the Civic Stadium Business Plan; and

Whereas, Commission Staff issued Bid documents and obtained four (4) Bids; and


Whereas, Commission Staff reviewed all Bids and found Williamsen and Bleid to be the apparent the lowest Responsible and Responsive Bidder for the amount of \$54,800.00 (fifty four thousand, eight hundred dollars and no cents); and

Whereas, FY 1995/96 Civic Stadium Budget has adequate funds to finance this project,

BE IT THEREFORE RESOLVED that the Metropolitan Exposition-Recreation Commission hereby accepts, contingent upon completed Staff review and compliance with the Bid Specifications, the Bid of Williamsen and Bleid, Inc., in the amount of \$54,800.00 (fifty four thousand, eight hundred dollars) and authorizes, in accordance with the Bid Specifications and MERC policy, the Chairman and Secretary/Treasurer to execute a Contract with Williamsen and Bleid, Inc. for the Civic Stadium Exterior Painting Project.

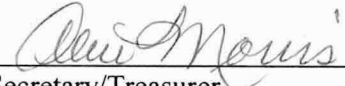
Passed by the Commission on 4-10-96

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

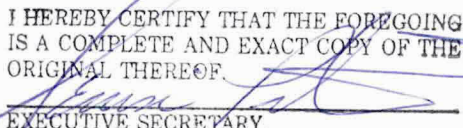
By: 
Mark B. Williams
Senior Assistant Counsel


Chairman

4-10-96
Date


Secretary/Treasurer

4-10-96
Date

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 a Contract for Civic Stadium Exterior Painting Project

Resolution No. 96-21

DATE: April 10, 1996

Presented by: Candy Cavanagh

Background and Analysis: It has been at least 12 years since the exterior of Civic Stadium was painted during the renovation project. Over the years, the colors have faded, and the paint has chipped or been flaked off in certain areas. Stadium staff has maintained the surface to the ability of our limited equipment. However with walls up to 52 feet high and about 60,000 square feet of surface area, resources of a professional painting company are needed. Although budget dollars are tight, Staff made the decision at the urging of the MERC Budget Committee to draft an RFB for the repainting of Civic Stadium. Although MERC is not in a position to spend major renovation dollars on the Stadium, a well-cared-for appearance demonstrates proper management. Results from a Civic Stadium Advisory Group survey, which when tabulated, listed improvement to the exterior appearance in the top four desired capital projects further substantiate the need to move forward with this RFB.

The facility will be prepped by sealing cracks/joints and power washing before paint is applied. The entire exterior is to be painted, including all trim. Metal gates, grill work and decorative entrance panels will be painted on both sides. The colors are the original ones selected during renovation.

As a note: Not included in this RFB but as a separate and related project, Staff desires to paint Civic Stadium's name and address at each of the two main entrances on the corners of 18th and 20th. Our Fire Marshall has suggested our name and address be readily visible from the street for emergency purposes, and Staff thinks it is important that this community asset be readily identifiable to our citizens. A simple design incorporating the name, address and year the facility opened has been developed. This project will follow the painting project and is not expected to need the formal bid process.

Financial Considerations: The 1995-96 Civic Stadium budget contains sufficient funds to complete the Civic Stadium Exterior Painting bid at \$.

Discussion with the Commission Liaisons and/or User Groups: Staff has briefed the Civic Stadium Liaison Commissioner Ben Middleton and sent all Commissioners an advance memo explaining capital project progress. Additionally, the memo was shared with tenants, and we have feedback from Jack Cain, owner of Portland Rockies (included).

Recommendation: Staff recommends that the Commission accept by Resolution 96- the Bid of [contractor] of [city/state] and authorize the Chairman and Secretary/Treasurer to execute a contract with [contractor] for the sum of [] for the Civic Stadium Exterior Painting project, pending final staff review and approval process.

SECTION 00500
CONSTRUCTION AGREEMENT

Contract No. 915002

This Construction Agreement is made by and between Williamsen & Bleid, Inc., Portland, OR, 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 and the 1992 Metro Charter; 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, MBE/WBE Business Program Compliance, Prevailing Wage Rate Compliance, Resident/Non-resident Bidder Status, Signature Page, Non-Collusion Affidavit, Bid Bond, 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 Portland Civic Stadium Exterior Painting 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 \$54,800.00 (fifty four thousand, eight hundred and no/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 June 20, 1996**. 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.

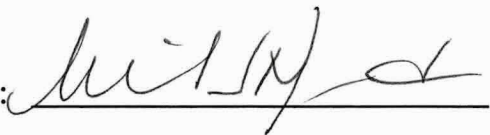
8. Laws of Oregon Apply

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

By: 

Title: President


Date: 4.15.96

MERC

By: 
Gary Conkling

Title: **Chairman**

Date: 4-24-96

By: 
Alice Norris

Title: **Secretary/Treasurer**

Date: 4-24-96