

METROPOLITAN EXPOSITION - RECREATION COMMISSION

RESOLUTION 98-20

Accepting Stagecraft Industries, Inc., Portland, Oregon, as the lowest responsive and responsible bidder in accordance with the MERC Purchasing Policy and Guidelines, and authorizing the Chairman and Secretary/Treasurer to execute a contract with Stagecraft Industries, Inc. for the Arlene Schnitzer Concert Hall Stage Lighting Control System Replacement Project.

The Metropolitan Exposition-Recreation Commission finds:

1. That on December 6, 1997 the production lighting dimmer system at the Arlene Schnitzer Concert Hall failed prematurely, prior to the anticipated replacement fiscal year, and
2. That on December 6, 1997 staff proceeded to temporarily replace the failed system with a rental system at a cost of \$975.00 per week, and
3. That staff completed a formal solicitation of bids culminating with a bid opening on April 7, 1998 in accordance with Resolution #98-19, and
4. That the lowest responsive and responsible Bidder was Stagecraft Industries, Inc., Portland, Oregon, with a bid of \$147,285.00, and
5. That this bid is within the \$200,000.00 budget figure previously stated in Resolution #98-19.

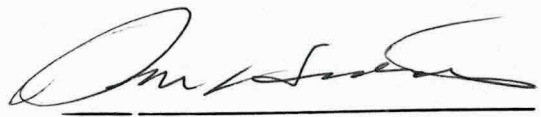
BE IT THEREFORE RESOLVED that the Commission accepts Stagecraft Industries, Inc., Portland, Oregon, as the lowest responsive and responsible Bidder for the Arlene Schnitzer Concert Hall Stage Lighting Control System Replacement Project, and authorize the Chairman and Secretary/Treasurer to become signatory to a Contract with Stagecraft Industries, Inc. for the amount of \$147,285.00 for the performance of work in accordance with the Bid Documents.

Passed by the Commission on April 8, 1998.

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


By: Kathleen Pool
Sr. Assistant Counsel


Chair


Secretary-Treasurer

CONSTRUCTION AGREEMENT

This Construction Agreement is made by and between Stagecraft Industries, 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 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 Bid price sheet with signature pages, Surety name request, Resident/Non-resident Bidder Status, Non-Collusion Affidavit, Bid Bond, MBE/WBE Business Program Compliance forms, MBE/WBE Utilization forms, the Certificate of Compliance for Recycled Materials), Prevailing Wage Rate Compliance, the Performance and the Labor and Materials Payment Bonds, the General Conditions, the Supplementary Conditions, the Technical Specifications, 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, 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 One Hundred Forty Seven Thousand Two Hundred Eighty Five and No/100, (\$147,285.00 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 no more than (10) calendar days after issuance of written Notice to Proceed. Contractor shall bring the work to substantial completion no later than May 30, 1998. 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 may be 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.

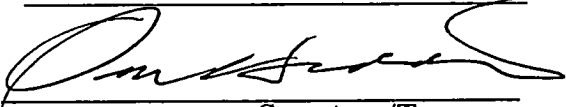
9. Entire Agreement

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: Thomas B. Apperson
Chief Financial Officer
Date: April 13, 1998

MERC
By: 
Chairman

Date: _____
By: 
Secretary/Treasurer

Date: _____

MERC STAFF REPORT

Agenda Item/Issue: Acceptance of the Bid of Stagecraft Industries, Inc., Portland, Oregon, the Arlene Schnitzer Concert Hall Stage Lighting Control System Replacement Project.

Resolution No. 98-20

Date: April 8, 1998

Background and Analysis:

On March 19, 1998, the Commission authorized Staff to issue a Request for Bids for the Arlene Schnitzer Concert Hall Stage Lighting Control System Replacement. One bid was subsequently received on April 7, 1998 from Stagecraft Industries, Inc. for the amount of \$147,285.00.

Financial Considerations:

This Project was budgeted at \$200,000, which is more than sufficient to cover the bid amount.

Recommendation:

Staff recommends that the Metropolitan Exposition-Recreation Commission accept the Bid of Stagecraft Industries, Inc., Portland, Oregon and authorize the Chairman and Secretary/Treasurer to become signatory to a Contract with Stagecraft Industries, Inc. in the amount of \$147,285.00, for the Arlene Schnitzer Concert Hall Stage Lighting Control System Replacement.