

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 03-26

For the purpose of selecting Shaw Contract Flooring Services Inc. dba Spectra Contract Flooring as the lowest responsive and responsible bidder in response to a Request For Bids, relating to Keller Auditorium "Lobby Carpet Replacement," and authorizing the General Manager to execute a contract with Shaw Contract Flooring Services Inc., dba Spectra Contract Flooring.

WHEREAS, the Keller Auditorium carpeting that was installed as part of the original construction in 1967 has received heavy use since that time; and

WHEREAS, the carpet in all areas has been partially replaced and repaired several times for appearance and safety reasons, and has now reached the end of its useful life, MERC finds it in the public interest to replace all the lobby carpet; and

WHEREAS, Section 6.1 of the Commission's Purchasing Policies and Guidelines delegates authority to the General Manager to prepare and approve Request for Bids (RFB) documents and to solicit bids; and

WHEREAS, MERC staff, under the direction of the General Manager, prepared and issued a Request for Bids for the Keller Auditorium Lobby Carpet Replacement; and

WHEREAS, Section 6.1 of the Commission's Purchasing Policies and Guidelines requires the Commission to select the lowest responsive and responsible bidder, approve the contract award, and approve the written contract by resolution; and

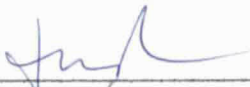
WHEREAS, three (3) bidders submitted bids in response to the Request for Bids; and

WHEREAS, MERC staff has evaluated the bids, and Shaw Contract Flooring Services Inc. dba Spectra Contract Flooring is the lowest responsive and responsible bidder.

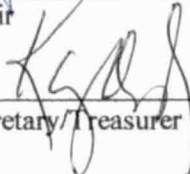
BE IT THEREFORE RESOLVED as follows:

1. The Metropolitan Exposition-Recreation Commission selects Shaw Contract Flooring Services Inc. dba Spectra Contract Flooring as the lowest responsive and responsible bidder in response to the Request For Bids for the Keller Auditorium Lobby Carpet Replacement;
2. The Metropolitan Exposition-Recreation Commission approves the award of a contract, in a form substantially similar to the attached Exhibit "A," to Shaw Contract Flooring Services Inc. dba Spectra Contract Flooring.
3. The Metropolitan Exposition-Recreation Commission authorizes the General Manager to execute the contract on behalf of the Commission.

Passed by the Commission on June 25, 2003.

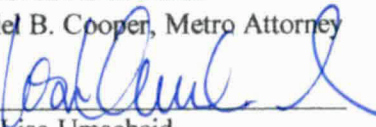


Chair



Secretary/Treasurer

Approved As to Form:
Daniel B. Cooper, Metro Attorney

By: 

Lisa Umscheid
Senior Assistant Metro Attorney

MERC STAFF REPORT

Agenda Item/Issue: Approval of the contract award and written contract with Shaw Contract Flooring Services Inc. dba Spectra Contract Flooring, Portland, OR, for the Keller Auditorium Lobby Carpet Replacement.

Resolution No: 03-26

Date: June 25, 2002

Presented by: Robyn Williams

BACKGROUND: The existing carpeting within the Keller Auditorium, was installed as part of the building's reconstruction in 1967, has been repaired several times in the last few years, and has now come to the end of its useful life expectancy. MERC Staff prepared and issued Bid Documents and a Request for Bids in accordance with MERC's Purchasing Policies for the replacement of the carpet. Bids were received on June 17, 2003, with Shaw Contract Flooring Services Inc. dba Spectra Contract Flooring, Portland, OR, being the lowest responsive and responsible bidder for the amount of Ninety Eight Thousand and NO/100 Dollars (\$98,000.00) for the base bid.

FISCAL IMPACT: The Keller Lobbies Upgrade Project, which includes replacement of the carpeting and other remodeling work, such as light fixture replacement, painting, furniture renovation and other work, is budgeted at \$400,000, which is included in the MERC Pooled Capital Budget for FY 03/04 and is another project that was made possible as a result of the 1.5 million dollar Keller donation.

RECOMMENDATION: Staff recommends that the Metropolitan Exposition-Recreation Commission, by Resolution No. 03-26 approve the contract award and written contract (attached hereto) with Shaw Contract Flooring Services Inc. dba Spectra Contract Flooring, Portland, OR, for the amount of Ninety Eight Thousand and NO/100 Dollars (\$98,000.00), for the Lobby Carpet Replacement at the Keller Auditorium.

CONSTRUCTION AGREEMENT

Contract # 925127

This Construction Agreement is made by and between Shaw Contract Flooring Services Inc. dba Spectra Contract Flooring, Portland, OR, hereinafter called Contractor, and the Metropolitan Exposition-Recreation Commission, hereinafter called MERC, a metropolitan commission established by Metro to renovate, maintain and operate metropolitan convention, trade and spectator facilities pursuant to ORS 268.310(4), for the "Lobby Carpet Replacement" at the Portland Center for the Performing Arts, Keller Auditorium.

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/ESB Business Program Compliance forms, MBE/WBE/ESB Utilization forms, the Certificate of Compliance for Recycled Materials, Statement of Employee Drug Testing Program and First Tier Subcontractor list), Prevailing Wage Rate Compliance, Performance and the Labor and Materials Payment Bonds, General Conditions, Supplementary Conditions, Technical Specifications, Appendices to the Specifications, 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, 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. Contractor must promptly pay, as due, all persons supplying to such Contractor labor or material used in this contract. If the Contractor or First-Tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from MERC or a Contractor, the Contractor or First-Tier Subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279.314. If the Contractor or First-Tier Subcontractor fails, neglects, or refuses to make payment the

person may file a complaint with the Construction Contractors Board unless due to a good faith dispute as defined by ORS 297.445. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro or MERC on account of any labor or material furnished. Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

The Contract Amount is \$98,000.00 (Ninety Eight Thousand 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 which is anticipated to be issued following execution of the contract. Contractor shall commence work under this Contract within no more than ten (10) calendar days after issuance of written Notice to Proceed. Contractor shall bring the Work to substantial completion no later than **September 30, 2003, or at such date as may be extended by Change Order approved by Contractor and Owner.** By executing this Construction Agreement, Contractor confirms and accepts that the substantial completion deadline so stated is a reasonable period for performance of all of the Work. This Agreement/Contract Term shall be from the date of Notice to Proceed through November 30, 2003, unless otherwise extended by Addendum signed by both parties to this Agreement. The end date of the Contract Term is intended to allow for potential change order extensions, finalization of all closeout requirements, receipt of warranties, manuals and final payment, but does not alter requirements for substantial completion of the Work by the date specified or as may be modified by Change Orders.

If Contractor fails to substantially complete the Work, within the Contract Time, as determined by MERC in accordance with the Contract Documents, Contractor may be subject to liquated damages to MERC as described in the Contract Documents, General Conditions, Section 00700.

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: 

By: 

Title: President

Title: GM

Date: 7/10/03

Date: 7/14/03

END OF SECTION