

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution No. 03-27

For the purpose of selecting "Robert Gray Partners, Inc., "Sherwood, OR, as the lowest responsive and responsible bidder in response to Request For Bids, relating to the "Expo Walkways and Canopy Project," and authorizing the General Manager to execute a contract with "Robert Gray Partners, Inc., "Sherwood, OR.

WHEREAS, in Resolution 01-23, the Commission approved issuance of a Request for Bids for two Walkways and one Canopy at the Expo to serve as a connection to and from the North Interstate Light Rail Station in accordance with Metro/MERC's Memorandum of Understand with Tri-Met and

WHEREAS, as required by the recently completed agreement with Tri-Met, Tri-Met will contribute up to \$600,000 toward the completion of the walkways and canopy, with Expo contributing if necessary, an additional \$75,000, said funds having been budgeted in MERC's 2003/04 fiscal budget and

WHEREAS, on May 16, 2003, MERC staff issued the Request for Bids for the Walkways and Canopy that was previously approved by the Commission in Resolution No. 01-23; and

WHEREAS, on June 16, 2003, four (4) bidders submitted bids in response to the Request for Bids, issued on May 16, 2003; and

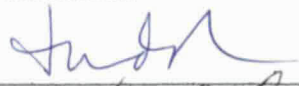
WHEREAS, Section 6.1 of the Commission's Purchasing Policy requires the Commission to select the lowest responsive and responsible bidder, approve the contract award, and approve the written contract by resolution; and

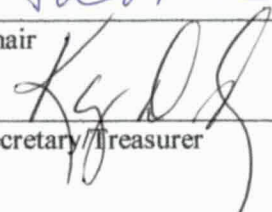
WHEREAS, MERC staff has evaluated the bids, and determined that Robert Gray Partners, Inc., is the lowest responsive and responsible bidder.

BE IT THEREFORE RESOLVED as follows:

1. The Metropolitan Exposition-Recreation Commission selects Robert Gray Partners, Inc., Sherwood, OR, as the lowest responsive and responsible bidder in response to the Request For Bids for the Expo Walkways and Canopy, issued on May 16, 2003;
2. The Metropolitan Exposition-Recreation Commission approves the award of a contract, in a form substantially similar to the attached Exhibit "A," to Robert Gray Partners, Inc., Sherwood, OR.
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.



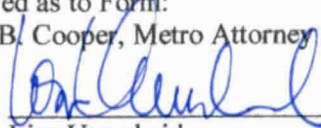
Chair


Secretary/Treasurer

Approved as to Form:

Daniel B. Cooper, Metro Attorney

By:



Lisa Umscheid
Senior Assistant Counsel

Attachment: Exhibit "A," MERC Contract Form with Robert Gray Partners, Inc., Sherwood, OR.

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of approving "Robert Gray Partners, Inc.," Sherwood, OR, as the lowest responsive and responsible bidder in response to the Request for Bids for the "Expo Walkways and Canopy Project."

Resolution No: 03-27

Date: June 25, 2003

Presented by: Chris Bailey

Background: On June 9, 2000, METRO, MERC and Tri-Met became signatory to a "Memorandum of Understanding (MOU)" for the use of a portion of the EXPO site for the North Interstate Light Rail Termination. In the MOU, Tri-Met was to provide funding for the design and construction of at least one covered walkway with the Commission and/or Tri-Met to build the second at a later date. Both walkways were originally included in the Hall "D" Replacement Project, but neither were covered nor was provision made for footings for the roof support structure, electrical or art. The walkways were deleted from the Hall "D" Project due to the advent of the Light Rail Station and subsequent provisions of the MOU, requiring redesign and City of Portland "Design Review" to accommodate the addition of canopies. Subsequent redesign and Design Review were completed, with the Permit for Building being acquired over two years ago. Recently, the final Agreement with Tri-Met was concluded that made provision for payment by Tri-Met for the two walkways and one canopy up to \$600,000 total. Expo has an additional \$75,000 budgeted for ancillary work not completed under the Hall "D" project. Staff subsequently issued a Request for Bids, with four (4) Bids received. Staff has determined that "Robert Gray Partners, Inc.," Portland, OR, is the lowest responsive and responsible Bidder.

Fiscal Impact: The Metro/MERC, Tri-Met Agreement, provides for a contribution from Tri-Met for up to \$600,000 of the cost of the project, to include design and ancillary costs for one walkway with foundations, lighting and canopy, and one walkway, with foundations and electrical infrastructure for a second canopy which would be constructed at a later date. The total Bid amount for the described construction is \$286,994.00. With design fees, permit fees, landscaping and other ancillary costs bringing the total to approximately \$375,000 to \$400,000 total.

Other Considerations: The second canopy would be constructed at a later date as part of the Phase III Development of the EXPO facilities as provided for within the EXPO Master Plan.

Recommendation: Staff recommends that the Commission by Resolution 03-27, approve the Bid of Robert Gray Partners, Inc., Sherwood, OR. For the Construction of Two Walkways and One Canopy at the Portland Exposition Center for the purpose of providing pedestrian connections between the EXPO Facilities and the North Termination of the North Interstate Light Rail, and in accordance with the MERC Purchasing Policy, authorize the General Manager to enter into a contract substantially similar to Exhibit "A" attached hereto.

CONSTRUCTION AGREEMENT

Contract # _____

This Construction Agreement is made by and between "Robert Gray Partners, Inc," Portland, OR, (hereinafter "Contractor"), and the Metropolitan Exposition-Recreation Commission (hereinafter "MERC"), a metropolitan commission established by Metro to renovate, maintain and operate metropolitan convention, trade and spectator facilities pursuant to 268.310(4), for the Portland Exposition Center for the Walkways and Canopy Project.

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/EBE/WBE Utilization forms, the Certificate of Compliance for Recycled Materials, Drug Testing Program, First Tier Subcontractor Form), Prevailing Wage Rate Compliance, the Performance and the Labor and Materials Payment Bonds, the General Conditions, the 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. Contractors 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 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 279.445. 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 \$286,994.00, (Two Hundred Eight Six Thousand, Nine Hundred Ninety Four and 00/100 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; Agreement Term

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 (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 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: _____

Title: _____

General Manager

Date: _____

Date: _____