

**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

RESOLUTION NO. 06- 26

For the purpose of selecting "All Concrete Specialties", Vancouver, WA, as the lowest responsive and responsible bidder in response to a Request For Bids relating to the Oregon Convention Center (OCC), "North Dock Compactor and Recycling Room Modification Project," and authorizing the General Manager to execute a contract with All Concrete Specialties.

WHEREAS, the existing North Dock Compactor Room, located adjacent to NE Holladay and NE 1<sup>st</sup> Street at the Oregon Convention Center is in need of modification.; and

WHEREAS, in the public interest to expand and enhance this structure area to afford better recycling and disposal capabilities and improve sanitation; and

WHEREAS, MERC Staff, under the direction of the General Manager, prepared and issued a Request for Bids for the OCC – "North Dock Compactor and Recycling Room Modification Project"; and

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

WHEREAS, Section 3(B) of the MERC Contracting and Purchasing Rules 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 "All Concrete Specialties," Vancouver, WA, is the lowest responsive and responsible bidder.

**BE IT THEREFORE RESOLVED** as follows:

1. The Metropolitan Exposition-Recreation Commission selects All Concrete Specialties as the lowest responsive and responsible bidder in response to the Request for Bids for the OCC – "North Dock Compactor and Recycling Room Modification Project"; and
2. The Metropolitan Exposition-Recreation Commission approves the award of a contract, substantially in the form as attached hereto, to All Concrete Specialties; and
3. The Metropolitan Exposition-Recreation Commission authorizes the General Manager to execute the contract on behalf of the Commission.

Passed by the Commission on December 13, 2006.

Chair

Secretary/Treasurer

Approved As to Form:

Daniel B. Cooper, Metro Attorney

By: \_\_\_\_\_

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## **MERC STAFF REPORT**

**Agenda Item/Issue:** For the purpose of accepting the Bid from "All Concrete Specialties" for the Oregon Convention Center (OCC) "North Dock Compactor and Recycling Room Modifications Project."

**Resolution No:** 06-26

**Date:** December 13, 2006

**Presented by:** Jeff Blosser

### **Background:**

Due to the expansion of the OCC completed in 2003, and enhanced recycling efforts, the current north dock/food service compactor was determined to be inadequate to meet the needs of the facility. It was therefore determined that the area needed significant modification and funds were budgeted in 06/07 to finance the project.

The project consists of expanding the compactor room, adding an interior deck and thus enhance the room for recycling and can washing purposes, while also modifying the existing flooring surfaces for better drainage and sanitation.

On December 5, 2006, in accordance with MERC's Purchasing Policy and subsequent Project Documents issued by Staff, bids were opened and publicly read. Three (3) bids were received (see attached bid tabulation), with the lowest base bid being \$108,220.00. Staff recommends that the bid be accepted and the General Manager be authorized to execute a Contract with "All Concrete Specialties," Vancouver, WA, in the amount of \$108,220.00.

**Fiscal Impact:** The original budget for the proposed project was \$150,000.00. The design portion of this project has been completed, with the exception of the engineering construction services and was Contracted for \$19,500. The City of Portland design review and permitting will total approximately \$5,000.00. Thus, the total for this project should be approximately \$132,720.00.

**Other Considerations:** The project is scheduled to be completed prior to April 30, 2007 and should not effect any events scheduled in the building.

**Recommendation:** Staff recommends that the Commission by Resolution 06-26, accept the bid by All Concrete Specialties, for the Oregon Convention Center, North Dock Compactor and Recycling Room Modification Project.

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## METROPOLITAN EXPOSITION-RECREATION COMMISSION

### BID TABULATION

On Tuesday, December 5, 2006, at 2:00 p.m. Pacific Time per USNO Master Clock, at the MERC Administrative Offices in the Oregon Convention Center, BIDS were publicly opened and read for the Oregon Convention Center North Dock Compactor and Recycling Room Modification Project. **Bids were received as follows:**

<b>Spring Hill Construction</b> 39801 NE Munch Rd. Amboy, Wa. 98601	<b>Base Bid</b> \$129,937.00
<b>All Concrete Specialties</b> 9415 NE 62 <sup>nd</sup> Ave Vancouver, Wa. 98665	\$108,220.00
<b>Bourke Construction Inc.</b> 11575 SW Pacific Hwy., Ste 219 Tigard, Or. 97223	\$162,905.00

This Bid Tabulation indicates no representation as to the lowest responsive and responsible Bidder. Bids will be reviewed in accordance with the Bid Documents, and MERC staff will determine its decision regarding Bids Submitted as soon as possible.

Signed: \_\_\_\_\_  
Heather Olsen - Construction/Capital Projects

Date: 12/8/06

Dist: Bidders, Plan Holders, MERC Staff

# Standard Public Contract

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CONTRACT NO. \_\_\_\_\_

## **PUBLIC CONTRACT**

THIS Contract is entered into between Metropolitan Exposition-Recreation Commission ("MERC"), whose address is 777 NE Martin Luther King, Jr., Blvd., Portland, Oregon 97232-2742, and All Concrete Specialties, whose address is 9415 NE 62nd Ave., Vancouver, WA, 98665, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

### **ARTICLE I - CONTRACT DOCUMENTS**

CONTRACTOR shall perform the work and/or deliver to MERC the goods described in the Contract Documents. All services and goods shall be of good quality and, otherwise, in accordance with the Contract Documents.

### **ARTICLE II - TERM OF CONTRACT**

The term of this Contract shall be for the period commencing December, 22, 2006, through and including June 30, 2007. The Project shall be brought to substantial completion by April 30, 2007.

### **ARTICLE III - CONTRACT SUM AND TERMS OF PAYMENT**

MERC shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Contract Documents. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Contract Documents in an amount not to exceed One Hundred Eight Thousand Two Hundred Twenty and 00/100 Dollars, or such amount as may be adjusted by approved "change order(s)" signed by both parties and in compliance with the MERC Purchasing Policy. Payments shall be made monthly within thirty (30) days upon receipt of an invoice approved by MERC.

### **ARTICLE IV - LIABILITY AND INDEMNITY**

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless MERC, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and MERC.

### **ARTICLE V - TERMINATION**

MERC may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. MERC shall not be liable for indirect, consequential damages or any other damages. Termination by MERC will not waive any claim or remedies it may have against CONTRACTOR.

## ARTICLE VI - INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **MERC, its appointed officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **MERC, its appointed officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to MERC thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide MERC with a certificate of insurance complying with this article and naming MERC as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Contract Documents.

## ARTICLE VII - PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A & B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the Contractor shall pay prevailing wages and shall pay an administrative fee to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. 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 the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. 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, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. 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 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.

For public improvement work all contractors must demonstrate that an employee drug-testing program is in place.

#### **ARTICLE VIII - ATTORNEY'S FEES**

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

#### **ARTICLE IX - QUALITY OF GOODS AND SERVICES**

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by MERC, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of MERC.

#### **ARTICLE X - OWNERSHIP OF DOCUMENTS**

Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of MERC, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Contract Documents, works of art and photographs. Unless otherwise provided herein, upon MERC request, Contractor shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products.

#### **ARTICLE XI - SUBCONTRACTORS**

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

MERC reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

#### **ARTICLE XII - RIGHT TO WITHHOLD PAYMENTS**

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Contract Documents and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

#### **ARTICLE XIII - SAFETY**

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being

performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

**ARTICLE XIV - INTEGRATION OF CONTRACT DOCUMENTS**

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Contract Documents, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between MERC and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

**ARTICLE XV - COMPLIANCE**

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances related to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

**ARTICLE XVI - ASSIGNMENT**

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from MERC.

**CONTRACTOR**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**METROPOLITAN EXPOSITION-  
RECREATION COMMISSION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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