



**Metro Cemeteries
Headstone or Monument:
Wholesale Supply, Engraving and Installation Services**

RFP 13-2399

Metro Parks and Environmental Services Department

600 NE Grand Ave.
Portland, OR 97232
503-797-1700

Procurement Analyst

Julie Hoffman
bidsandproposals@oregonmetro.gov

Notice is hereby given that proposals for RFP 13-2399 for Headstone or Monument: Wholesale Supply, Engraving and Installation Services shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on May 22, 2013. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. Proposers shall review all instructions and contract terms and condition.

Request for Proposals (RFP 13-2399)

I. INTRODUCTION

The Parks and Environmental Services Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for Headstone or Monument: Wholesale Supply, Engraving and Installation Services. Proposals will be due as indicated on the RFP cover page.

Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

About Metro

Metro, the regional government, crosses city limits and county lines to build a resilient economy, keep nature close by and respond to a changing climate. Metro represents a diverse population of 1.5 million people in 25 cities and three counties, Metro's directly elected council gives voters a voice in decisions about how the region grows and communities prosper. To achieve that mission, Metro offers a wide variety of programs and services, ranging from recreation, solid waste disposal and recycling to land use planning.

Historic Cemeteries

Metro's system of historic pioneer cemeteries represents 66 acres of 14 individual cemeteries ranging 25 miles east to west in Multnomah County. The cemeteries are the final resting places of some of Oregon's founding settlers and provide an invaluable glimpse into the history and heritage of the area. They are natural, park-like settings that offer community access to open space and passive recreation. The properties are diverse both in habitat and in the communities that they serve. They are active facilities, offering traditional ground burial, urn burial, niche inurnment and graveside services. In recent years, Metro has increased its support and awareness of the cemetery program. In 2011, a cemetery business, marketing and operations plan was developed that not only addressed business and marketing opportunities, but created a plan for improved operations for the perpetual care of these historic properties.

Metro cemeteries headstones and monuments

Over several decades of management by Multnomah County and Metro, there has been inconsistent oversight and tracking on headstones and monuments installed in the cemeteries. This lack of consistency has created an adverse affect on the landscape and between adjacent interment right owners. Headstones and monuments installed varied by shape, material and size, creating maintenance issues and conflicts between customers. To help mitigate future liabilities and meet Metro's mission for long-term sustainability in operations, Metro has increased its awareness of the monuments being installed and requires authorization from interment right owners and/or legal next of kin. As stewards of these historic properties, Metro requires review and approval prior to installation. Metro is motivated to provide a better customer experience by offering one point of contact for the final cemetery arrangements; this includes offering headstones and monuments for sale to customers.

Goals

Metro is seeking a wholesale relationship with Contractors so that Metro may sell retail Headstones and /or Markers to the general public. Metro is seeking firms who provide the best wholesale prices and service.

Metro would like to enter into an agreement for wholesale headstones, monuments, and markers with qualified contractors who also provide concrete foundation setting, engraving and installation services. Metro may choose to select one or more contractors and will utilize this pool to complete specific assignments as requested by Metro's customers with the exception of Metro designated areas, sections and gardens for the sole purpose of inurnment of cremated remains. In these areas Metro will select one contractor for engraving services. Because there is such a range of monument/memorial selection and service needs, Metro needs to maintain maximum flexibility in how and when headstone selection, engraving, setting and installation services are provided to its customers. Contracts will be executed with each of the awarded Contractors that will establish Metro's specific requirements and meet Metro Code Chapter 10.04, attached as Exhibit A.

Request for Proposals (RFP 13-2399)

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described:

The expected contract award(s) for this work is dependent upon the number of firms retained and by program areas selected, with the exception of Metro designated areas, sections and gardens for the sole purpose of inurnment of cremated remains. In these areas Metro will select one contractor for engraving services. The overall budget will be determined prior to the start of each fiscal year and will be based on the needs of the program area.

During the term of the Contract, one or more of the qualified Contractor(s) will be asked to respond to written requests for estimates for specific assignments pursuant to the awarded contract on an as-needed basis ("Work Order Request"). The Work Order Request will include, but is not limited to, a detailed description of services to be provided, specifications and a time period in which to complete the services requested. After receiving the Work Order Request, the Contractor(s) shall provide Metro staff with a written "not to exceed" proposal and a proof including all cost and fees to complete the specific work. Contractor(s) will not proceed with any work until a written Work Order has been approved by interment right owner/legal next of kin and Metro. Contractor(s) are not guaranteed to receive any certain number of assignments.

Summary of Contract requirements

Selected Contractor(s) shall:

Provide Metro with a list of wholesale products for retail sale, engraving, setting and installation services that Metro may offer its customers.

Conform with [Metro Code Chapter 10.04](#). (See exhibit A.)

Work with Metro to schedule engraving services.

Provide Metro with sales tools, a work order request, and proof approval system.

A. Products

Contractors will provide:

1. In ground vases: set in a concrete foundation or "ring" ¼- ½ inch Permavase-type sleeve or equivalent, or cored into the marker.
2. Headstone, markers or monuments:
 - Provide monument grade stone and metal in various sizes and colors.
 - Must be properly supported with a foundation/collar made of concrete flush with the ground, having no beveled edges.
 - Contractor will coordinate with Metro to ensure the foundation/collar is marked as follows:
 - Block number (if applicable)
 - Lot number
 - Grave number of the cemetery in which it is placed.
 - Upright monument bases shall not exceed the width of the grave, and shall be no larger than the following dimensions: Single Grave - 18" x 30" (4" thick) Companion Graves - 18" x 60" (4" thick)

B. General Service Requirements

1. Contractor(s) will indicate their availability to perform the specific assignment within the stated time requirements and their proposed fee, as well as provide a written quote to Metro for all work under the contract.

Request for Proposals (RFP 13-2399)

2. The Contractor shall be responsible for verifying all information (specifications, grave location, name, dates, etc.) for the project prior to submitting proof and completing the order.
3. The Contractor will be responsible for any defects in the stone or damage to the headstone, marker, or monument during delivery and/or installation. All work must be guaranteed and all product warranty information supplied.
4. Metro reserves the right to award to one Contractor for engraving services within Metro designated areas, sections and gardens for the sole purpose of inurnment of cremated remains.
 - a. Such Contractor shall work with Metro to determine font style, size, emblems etc... as the standard for these special designated areas.
 - b. Contractor shall follow the policies related to the font styles, size and emblems that are established for these specialized sections, taking into account the integration of headstone and engraving design.
5. Contractor(s) shall guarantee all work, and shall perform work in accordance with all Metro-specified guidelines and requirements, within the specified time period.

C. Engraving Services

1. Contractor shall take into account the design features, type of stone, and mortar used . The Contractor shall employ professional standards for masonry, sandblasting and stone carving. The Contractor will provide supplies necessary to do rubbings for monument sales that require matching a headstone or marker in the cemetery.
2. Contractor shall have the capability to engrave photos and raised lettering on metal and granite (polish 2, and round polish) vases and bronze markers. Contractor shall have the capability to provide laser and hand etching, double carved, shaped carved, foundation caps, and portable engraving taking into account the integration of headstone and engraving design.
3. The Contractor will provide previews of all art (computer drawn, hand drawn or laser etching), with time and cost estimates. Previews will be sent to Metro for approval before the Work Order is submitted for engraving and installation. Additional previews may be required.

D. Delivery, setting and installation

It will be the responsibility of the Contractor to deliver the headstone, marker, or monument to the specified cemetery and verify the grave location. Metro must be informed of any delays in filling an order.

1. Prior to setting and installation, the Contractor will verify that an Installation Authorization and Release Form (attached? Or is this something thehas been submitted to Metro depicting and describing the headstone, marker, or monument and providing proof that the Contractor is/are authorized by the interment right owners and/or legal next of kin to perform installation.
2. The Contractor will provide tools and materials, including a hoist system.
3. Contractor shall coordinate with Metro Cemetery staff regarding verification of headstone, marker, monument or niche location prior to stone setting.
4. Contractor shall complete services as specified in the Work Order.
5. Contractor shall take care to preserve trees, shrubs, headstone, marker, or monument, ground cover, and underground piping. All damaged landscaping, equipment, product, or piping shall be replaced at Contractor's expense.
6. Contractor shall remove all sod, soil and other debris remaining at conclusion of installation.
7. Contractor will notify Metro upon completion of work within 48 hours so that Metro may inspect the work provided.

Request for Proposals (RFP 13-2399)

The term of the contract is anticipated to be June 2013 through March 2015. Metro may extend this contract for up to three (3) additional one-year periods at Metro's sole discretion. Metro reserves the right to award additional contracts from this RFP during the above stated term. Metro expects firm pricing for the first two years of the contract. Changes to unit pricing must be submitted in writing to Metro within 45 days of the contract expiration date. Increases may only occur with the express written approval of Metro.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have at least five years experience providing the following:

1. Headstone, marker, or monument and memorial design services, engraving services, and foundation installation and setting services at cemeteries.
2. Techniques that are generally accepted by the International Memorialization Supply Association and stone masonry industry.
3. Working with all sizes and types of monuments including those in excess of 150 lbs.
4. Advising clients on optimal design, stone type, etc.
5. Coordinating with multiple parties to meet strict deadlines.

V. PROJECT ADMINISTRATION

Rachel Fox, Cemetery Program Manager, will be the overall project manager, and will assign a designated point person from Metro to manage the resulting Work Orders and provide assistance as necessary throughout the duration of the contract, to ensure the objectives of the contract are achieved. Program staff will assign and manage work of Contractor(s), and shall have direct contact with Contractor staff performing the work. Proposer shall indicate one point of contact for the resulting contract.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Five (5) paper copies and one (1) electronic version of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services
Attn: Julie Hoffman RFP 13-2399
600 NE Grand Avenue
Portland, OR 97232-2736

B. Deadline: Proposals will not be considered if received after the date and time indicated on the RFP cover page.

C. RFP as Basis for Proposals

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to bidsandproposals@oregonmetro.gov. Any questions, which in the opinion of Metro, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 3:00 pm on May 15, 2013.

D. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In

Request for Proposals (RFP 13-2399)

Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

E. Minority, Women and Emerging Small Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provision 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Metro Code provision 2.04.100 is available at

http://library.oregonmetro.gov/files//chap2.04_clean_eff_042111_revised_version_081711.pdf.

F. Pre-Proposal Conference

A voluntary pre-proposal conference will be held at Multnomah Park Cemetery, SE 82nd and SE Holgate, on May 8, 2013 at 1:00 p.m. Interested proposers are encouraged to attend the conference in order to gain information about the RFP requirements

VII. PROPOSAL CONTENTS

The proposal should contain no more than ten (10) pages of written material (excluding biographies, resumes and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). Aside from sales materials, no waxed page dividers, folders, binders or non-recyclable materials should be included in the proposal.

A. Transmittal Letter (one page)

Provide the following information:

1. Account manager assigned
2. Company name and address
3. Phone, website and email
4. State certification number, if any, as a minority-owned, women-owned disadvantaged or emerging small business.
5. State that the proposal is valid for ninety (90) days

Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.

B. Approach:

Give a written explanation of your firm's understanding of the intent of this RFP and the resulting contract, and why your firm should be selected. Include discussion of your firm's ability to assign personnel to projects on short (one or two week) notice and to meet aggressive schedules. To expedite the process, Metro desires to have direct contact with the staff performing the work. Describe your firm's understanding of the differing cemeteries, headstone and marker selection, historic preservation and heritage of families Metro serves, as each work order will vary.

C. Staffing/Project Manager Designation:

Indicate how your company meets the experience requirements listed in Section IV of this RFP. Provide qualifications of individuals assigned to the project including their training, education and years of appropriate experience and any special qualifications. List references over the past five years which involved services similar to the services required here, include the name of the customer contact person, his/her title, role in the company and telephone number. Identify persons on the proposed team who worked on each of the references listed, and their respective roles.

Request for Proposals (RFP 13-2399)

Metro may choose to have multiple Contractors to provide these products and services. Responses must identify a single person as project manager to work with Metro. Each Contractor must assure responsibility for any subcontractor work and shall be responsible for the day-to-day direction and internal management of the contractor effort. In addition the Contractor understands that it must keep Metro updated in any changes within its company's name, contact information and rates..

- D. Experience: Indicate how your firm meets the experience requirements listed in section IV. of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- E. Cost/Budget:
Attach price schedule for wholesale products and list hourly rates for services. Prices shall be valid for two years. Cost sheet shall include suggested retail price for Metro sales to customers.
Products: Wholesale cost for headstones, markers, monuments, vases and ancillary memorial products.
Services: Shop cost engraving, onsite engraving, images, foundation installation, headstone setting, restoration and resetting.
- F. Diversity in Employment and Contracting:
- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
 - Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
 - Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.
- G. Sustainable Business Practices
- Environment: Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.
 - Economy: Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
 - Community: Describe the employee compensation structure of your organization. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory. Also include policies regarding annual cost of living adjustments (COLA) to employee wages. Details of the healthcare program (including, medical, dental, prescriptions, preventive care, etc.) as well as out of pocket and deductibles, and employee contributions for themselves and family members. All other employee benefits are to be including, such as vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation, etc.
- H. Exceptions to Standard Agreement and RFP: Carefully review the Standard Agreement attached hereto as Attachment 1. Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their proposal; Metro shall not be required to consider

Request for Proposals (RFP 13-2399)

contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include the Metro contract number, an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of firm(s). Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked firm, Metro reserves the right to enter into negotiations with the next highest ranked Proposer.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

		Percentage of Total Score
Approach	Demonstration of understanding of the contract objectives	10
Experience	Company Staff	15
Cost	<u>Products</u> : headstones, markers, monuments, vases and ancillary memorial products.	15
	<u>Services</u> : shop cost engraving, onsite engraving, images, foundation	15

Request for Proposals (RFP 13-2399)

	installation, headstone setting, restoration and resetting.	
Technology	Capability to integrate headstone design and engraving design	5
Quality Assurance	Quality of Products and Capability to provide indicated services.	10
Diversity	Work Force Diversity, Diversity in Contracting, Diversity of Firm	20
Sustainable Business Practices	Environment, Economy, Community	10

100%

X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Metro Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Proposers should be aware that such language terms and provisions are for illustrative purposes only and that Metro reserves the right, following submission and ranking of all proposals submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions before making a final determination regarding the issuance of the Notice of Intent to Award the agreement arising from this procurement. By submitting a proposal in response to this procurement, proposers acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, proposers acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.



600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Standard Public Contract

METRO CONTRACT NO. XXXXXX

For Public Contracts \$50,000 & Above

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and Company Name, whose address is address, City, State Zip, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing Month XX, 201X through and including Month XX, 201X. IF CONTRACT IS SUBJECT TO RENEWAL OR EXTENSION, INCLUDE SUCH LANGUAGE i.e. This agreement may be renewed or extended for XX additional one-year periods at Metro's sole discretion.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work. Payment shall be made by METRO on a Net 30 day basis upon approval of CONTRACTOR invoice.

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 METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses 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 METRO.

ARTICLE V TERMINATION

METRO 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. METRO shall not be liable for indirect, consequential damages or any other damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE & BONDS

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

- A. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000



Standard Public Contract

METRO CONTRACT NO. XXXXXX

aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. CONTRACTOR'S coverage will be primary as respects Metro;

- B. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
- C. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
- D. Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice. PROFESSIONAL LIABILITY INSURANCE REQUIRED FOR ARCHITECTURAL & ENGINEERING SERVICES - DELETE THIS PROFESSIONAL LIABILITY INSURANCE LANGUAGE IF NOT REQUIRED

METRO, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED on Commercial General Liability and Automobile policies.

CONTRACTOR shall provide to Metro 30 days notice of any material change or policy cancellation.

CONTRACTOR shall provide Metro with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to Metro. Certificate of Insurance shall identify the Metro contract number.

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 Scope of Work.

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C 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. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. METRO shall pay an administrative fee as provided in ORS 279C.825(1) 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 Metro 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.



Standard Public Contract

METRO CONTRACT NO. XXXXXX

ARTICLE VIII MODIFICATIONS

Metro may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by Metro, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

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 METRO, 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 METRO.

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 METRO, 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 Scope of Work, works of art and photographs. Unless otherwise provided herein, upon METRO request, CONTRACTOR shall promptly provide METRO with an electronic version of all Work Products that have been produced or recorded in electronic media. METRO and CONTRACTOR agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

- A. CONTRACTOR and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, CONTRACTOR and subcontractors shall maintain any other records necessary to clearly document:
1. The performance of the CONTRACTOR, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the CONTRACTOR or subcontractor under the terms of the contract or subcontract;
 2. Any claims arising from or relating to the performance of the CONTRACTOR or subcontractor under a public contract;
 3. Any cost and pricing data relating to the contract; and
 4. Payments made to all suppliers and subcontractors.
- B. CONTRACTOR and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- C. CONTRACTOR and subcontractors shall make records available to METRO, and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, within the boundaries of the METRO region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of METRO, the CONTRACTOR or subcontractor agrees to bear all of the costs for METRO employees, and any necessary consultants hired by METRO, including but not limited to the costs



Standard Public Contract

METRO CONTRACT NO. XXXXXX

of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the CONTRACTOR elects to have such records outside these boundaries, the costs paid by the CONTRACTOR to METRO for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

D. CONTRACTOR and subcontractors authorize and permit METRO and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, to inspect, examine, copy and audit the books and records of CONTRACTOR or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. METRO shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

E. CONTRACTOR and subcontractors agree to disclose the records requested by METRO and agree to the admission of such records as evidence in any proceeding between METRO and the CONTRACTOR or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

F. CONTRACTOR and subcontractors agree that in the event such records disclose that METRO is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the CONTRACTOR or subcontractor shall pay all costs incurred by METRO in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from METRO.

G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the CONTRACTOR or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO 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.

METRO 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

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO 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. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, METRO shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with METRO.

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

ARTICLE XIII SAFETY



Standard Public Contract

METRO CONTRACT NO. XXXXXX

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, Scope of Work, 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 METRO 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 METRO and CONTRACTOR. The laws 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 relative 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 INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program or is not applicable to this Contract as indicated by the following initials _____.**

ARTICLE XVII SITUS

The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

ARTICLE XVIII ASSIGNMENT

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

ARTICLE XIX SEVERABILITY

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or



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Standard Public Contract

METRO CONTRACT NO. XXXXXX

unenforceable provision. Any failure by METRO to enforce a provision of the Contract is not to be construed as a waiver by METRO of this right to do so.

ARTICLE XIX COUNTERPARTS

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

ARTICLE XX DELIVERY OF NOTICES

Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Contractor Contact
Firm Name
Address
City State Zip
XXX-XXX-XXXX fax

To Metro: Metro Procurement Services
600 NE Grand Ave
Portland, Oregon 97232
503-797-1791 fax

With Copy to: Project Manager
Address
City State Zip
503.XXX-XXXX fax

CONTRACTOR

By_____

Print Name_____

Date_____

METRO

By_____

Print Name_____

Date_____

1. Purpose and Goal of Work

2. Description of the Scope of Work

3. Deliverables/Outcomes

4. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed XXXXXXX AND XX/100TH DOLLARS (\$XXXXXX.XX).

INCLUDE HOURLY RATES OR TASK BASED PAYMENTS IF APPLICABLE

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the Metro contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. Contractor's billing invoices for services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

EXHIBIT A

CHAPTER 10.04

PIONEER CEMETERY PROPERTIES

SECTIONS TITLE

10.04.010 Purpose

10.04.020 Policy

10.04.030 Definitions

10.04.040 Description of Pioneer Cemeteries

10.04.050 Operation and Administration

10.04.055 Enforcement Authority

10.04.060 Cemetery Hours of Operation

10.04.065 Other Uses

10.04.070 Sale of Interment/Inurnment Rights and Burial Services

10.04.080 Multi-Interment/Inurnment Right Sales Restricted

10.04.090 Transfer of Certificate of Interment and Inurnment Rights

10.04.100 Full Body Grave Dimensions - Burial Limits

10.04.110 Outer Burial Containers Required

10.04.120 Disinterment

10.04.130 Flowers Funerary Decorations Restricted

10.04.135 Personal Effects and Mementos Prohibited

10.04.140 Planting On or Around Graves Prohibited

10.04.145 Grave Improvements Prohibited

10.04.150 Markers

10.04.160 Monuments and Memorials Restricted

10.04.170 Marker, Monument, Memorial Repair Restricted

10.04.180 Removal of Markers, Monuments, Memorials Prohibited

10.04.185 Cemetery Errors and Irregularities

10.04.190 Rates and Fees for Interment and Inurnment Rights, Burial Services and Perpetual Care Fund

10.04.220 Historical Research Requests

10.04.230 Other Laws Applicable

* Formerly “Pioneer Cemeteries” 10.04.010 to 10.04.060, Ordinance No. 04-1038A, Sec. 1., effective 6/24/04; repealed and replaced by Ordinance No. 12-1286.

** Metro Code Chapter 10.04, “Pioneer Cemetery Properties,” Ordinance No. 12-1286, Sec. 1, adopted October 4, 2012, effective January 2, 2013.

10.04.010 Purpose

The purpose of this chapter is to provide regulations controlling the operation of Metro owned and operated Pioneer Cemeteries and governing the use of these Cemeteries by members of the public in order to protect and preserve the Pioneer Cemeteries, the Graves and the Remains of those interred therein.

10.04.020 Policy

The Metro Council has determined that it is necessary to adopt these code provisions in order to ensure the long-term stability of Metro’s cemetery operations, which shall be achieved by Cemeteries being operated as follows:

- (a) In compliance with applicable state laws;
- (b) As community assets;
- (c) In a manner that will maximize public financial benefit and long-term stability; and
- (d) To protect and preserve their historically significant nature.

All four above objectives are to be considered equally important in the management of Metro’s Pioneer Cemeteries.

10.04.030 Definitions

For the purposes of this chapter unless the context requires otherwise, the following terms shall have the meanings indicated:

(a) “Advance Sale” means the sale and purchase of an Interment Right to a predetermined Grave in advance of use for any person to whom the owner designates for Burial in the predetermined Grave.

(b) “At-Need” means at the time of death sale of Graves/plots, services, memorials and materials which are to be delivered immediately or upon delivery to the Cemetery for immediate Interment. Graves/plots are At-Need items due to their purchase being an immediate addition of an asset to one’s estate.

(c) “Burial” means the placement of Human Remains in a Grave, in accord with state law and regulations.

(d) “Burial Services” means the opening and closing of the Grave in accord with state law and regulations, including excavation and fill, the provision and placement of a concrete liner or vault and any overtime charges that apply.

(e) “Cemetery,” “Pioneer Cemeteries,” and “Cemeteries” means those certain parcel(s) of real property set forth in section 10.04.030, designated, owned and operated by Metro for the disposition of Human Remains by any one or the combination of more than one of the following:

- A Burial place for ground or earth Interments, either casket or cremation.
- A mausoleum or crypt Interments.
- A columbarium or Interment of Cremated Remains.

(f) “Certificate of Interment/Inurnment Rights” or “Certificate” is a perpetual right to use property for burial purposes. The fee title of the property is without possession of any estate or interest in the land and all rights of ownership therein remain with Metro.

(g) “Cremated Remains” means the remains of a cremated human body after the completion of the cremation process.



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- (h) “Contract of Purchase” or “Contract” is an agreement between Metro and the purchaser of Burial Services or an Interment/Inurnment Right to a Grave space or Niche.
- (i) “Disinterment” is the removal of Human Remains from a Grave space as defined in ORS 97.220.
- (j) “Family Plot” means a group of contiguous Graves sold for the purpose of the Interment or Inurnment of related individuals as set forth and governed by ORS 97.560-650.
- (k) “Grave” means a space of ground in a Cemetery used or intended to be used for Interment or Inurnment.
- (l) “Human Remains” or “Remains” are the body of a deceased person in any stage of decomposition.
- (m) “Interment” is the disposition of Human Remains by entombment or Burial in a place used or intended to be used and dedicated for Cemetery purposes.
- (n) “Inurnment” is the placement of cremated Human Remains by entombment or Burial in a place used or intended to be used and dedicated for Cemetery purposes.
- (o) “Marker” means a flat Grave tablet or headstone placed flush to the ground, identifying a Grave or Graves.
- (p) “Memorial” means a nameplate or inscription identifying a crypt or Niche, or any other improvement or permanent structure intended to identify the location of a Grave or Graves other than a Marker or a Monument.
- (q) “Monument” means an upright or vertical headstone or tombstone identifying a Grave or Graves.
- (r) “Niche” means a space in a structure to place cremated Human Remains of one or more persons.
- (s) “Outer Burial Container” is a concrete or composite material container which is buried in the ground to provide outer protection and into which Human Remains or Cremated Remains are placed for Burial purposes.
- (t) “Perpetual Care Fund” is a special account set aside for holding of funds used for the required perpetual maintenance of the Cemetery grounds.



10.04.040 Description of Pioneer Cemeteries

The areas dedicated for Interment purposes by Metro shall consist of the following Cemeteries:

- (a) Brainard Cemetery located at NE 90th Ave. and NE Glisan St., Portland
- (b) Columbia Pioneer Cemetery located at NE Sandy Blvd. and NE 99th Ave., Portland
- (c) Douglass Pioneer Cemetery located at Hensley Road and SE 262nd Avenue, Troutdale
- (d) Escobar Cemetery located at SW Walters Road and Littlepage Road, Gresham
- (e) Gresham Pioneer Cemetery located at SW Walters Road, Gresham
- (f) Grand Army of the Republic Cemetery located at SW Boones Ferry Road and Palatine Road, Portland
- (g) Jones Cemetery located at SW Hewitt Blvd. and SW Humphrey Blvd., Portland
- (h) Lone Fir Cemetery located at SE 26st Ave. and SE Stark St., Portland
- (i) Mt. View-Corbett Cemetery located at Smith Road and Evans Road, Corbett
- (j) Mt. View-Stark Cemetery located at SE Stark Street and SE 257th Street, Gresham
- (k) Multnomah Park Cemetery located at SE 82nd Ave. and SE Holgate Blvd., Portland
- (l) Pleasant Home Cemetery located at Bluff Road and Pleasant Home Road, Gresham
- (m) Powell Grove Cemetery located at NE Sandy Blvd. and NE 122nd Ave., Portland
- (n) White Birch Cemetery located at SW Walters Road, Gresham

10.04.050 Operation and Administration

Metro Cemeteries shall be operated and maintained in accordance with Metro Code Title 10.01 and this chapter.

10.04.055 Enforcement Authority

- (a) The Chief Operating Officer or designee shall have the authority to enforce all of the provisions of this chapter, including but not limited to the authority to enforce any rules and regulations established pursuant to this chapter.
- (b) The Chief Operating Officer or designee shall have the authority to establish rules and regulations governing the Pioneer Cemeteries consistent with the provisions of this chapter, including but not limited to rules governing Interment, Inurnment, and fees. Said rules shall be in writing, shall be posted on Metro's website and shall be filed with the Metro Council.
- (c) No person shall violate any rule or regulation which has been established by the Chief Operating Officer pursuant to this chapter. Said violation shall be subject to enforcement and penalties as set forth in Chapters 10.01.400 and 10.01.600.

- (d) The acts of Metro elected officials, employees, volunteers, interns, contractors and other agents constituting official duties, and other acts officially authorized by Metro by agreement, special use permit, or otherwise in writing shall not be deemed to violate this chapter or rules established pursuant hereto.

10.04.060 Cemetery Hours of Operation

- (a) Metro's Cemeteries are open from 7:00am to legal sunset. Hours of operation will be posted at each Cemetery.
- (b) Entering or remaining in a Cemetery outside of normal operating hours without obtaining prior authorization from Metro is a violation subject to Ejectment and Exclusion from the Cemetery as set forth in Chapter 10.01.400 and/or the Penalties set forth in Chapter 10.01.600.

- (c) Interments and Inurnments shall take place between the hours of 8:00 am and 3:30 pm daily, with the exception of Saturdays, Sundays and legal holidays. Interments and Inurnments may be made outside of these hours at the discretion of the Chief Operating Officer, for an additional fee.

10.04.065 Other Uses

Uses other than Interment/Inurnment, Grave visitation, passive recreation, and historical research are prohibited unless specifically provided by Special Use Permit issued pursuant to Metro Chapter 10.01.360.

10.04.070 Sale of Interment/Inurnment Rights and Burial Services

- (a) Interment/Inurnment Rights to a Grave may be sold by Metro both in advance (Advance-Sale) or At-Need, by Contract of Purchase. Purchasers shall pay the full fee for Interment/Inurnment Rights on the date of sale. Upon payment, Metro shall issue the purchaser a Certificate of Interment/Inurnment Rights.
- (b) Burial Services and goods shall be sold At-Need through a Contract of Purchase.
- (c) Fees and charges for Burial Services and goods must be fully paid before Interment/Inurnment will be permitted.

(d) Metro shall retain ownership and control of all Graves or Niches sold, subject to the terms of the Certificate of Interment/Inurnment Rights.

10.04.080 Multi-Interment/Inurnment Right Sales Restricted

(a) Except as set forth in this chapter 10.04.080(b and c), the sale by Metro of a group of Interment/Inurnment Right Certificates is prohibited.

(b) A group of contiguous Interment/Inurnment Right Certificates for contiguous Graves may be sold to one family or individual for the purposes of creating a Family Plot.

(c) A group of Interment/Inurnment Right Certificates other than a Family Plot may be sold upon the adoption of a resolution by the Metro Council approving an agreement establishing terms, including the rates and terms of resale. A one-time administrative fee set at the discretion of the Chief Operating Officer or designee shall be charged in addition to regular fees and rates.

10.04.090 Transfer of Certificate of Interment and Inurnment Rights

(a) Interment/Inurnment Rights, whether conveyed by the Pioneer Cemeteries to the recipient by Deed, Certificate or other means, cannot be sold, transferred, bartered, exchanged or assigned (hereafter "Transfer(red)") to any other person or entity without the prior written consent of the Chief Operating Officer or designee, in accordance with Oregon Revised Statutes Chapter 97 and as set forth in section 10.04.070.

(b) In the event an owner of an Interment/Inurnment Right seeks permission from Metro to Transfer an Interment/Inurnment Right, Metro shall have the first right to buy back said Interment/Inurnment Right from the owner for the price paid when the Interment/Inurnment Right was originally sold.

(c) No attempted Transfer of an Interment/Inurnment Right shall be complete or effective unless it has been approved by Metro and recorded in the Metro Cemetery records.

(d) A one-time administrative fee set at the discretion of the Chief Operating Officer or designee shall be charged for all Transfers.

(e) The above set forth notwithstanding, the Transfer Interment/Inurnment Rights within Family Plots to family members in accord with Oregon Revised Statute Chapter 97 is permitted without fee or other charge.

(f) Except as set forth in written agreements entered into by Metro prior to the effective date of this ordinance, the sale of Interment/Inurnment Rights by purchasers to third parties for more than the current rate charged by Metro is prohibited.

10.04.100 Full Body Grave Dimensions – Burial Limits

A single Grave shall measure 40 inches by 9 feet and may contain up to one (1) casket and six (6) urns, unless otherwise authorized at the sole discretion of the Chief Operating Officer or designee and/or the rules adopted pursuant to this chapter.

10.04.110 Outer Burial Containers Required

Metro approved Outer Burial Containers are required for all Interments/Inurnments in Metro Cemeteries.

10.04.120 Disinterment

(a) Unless ordered by the State Medical Examiner or a court having jurisdiction over Metro Cemeteries, Remains interred in a Grave at any Metro Cemetery shall only be disinterred upon the written consent of the Chief Operating Officer or designee and the person having the right to control the disposition of said Remains and in accordance with applicable state law.

(b) If Disinterment is needed by Metro and consent of the person having the right to control the disposition of said Remains cannot be obtained or such person cannot be located, the Chief Operating Officer or designee may apply to the Multnomah County Circuit Court for permission to disinter. Said application shall be submitted only after notice of application to the Metro Council.

10.04.130 Flowers Funerary Decorations Restricted

All flowers, funerary decorations and plants on Graves in violation of this section, and/or that conflict with normal grounds maintenance, will be forfeited, removed and disposed without notice.

(a) All flowers, funerary easels and decorations placed on a Grave at the time of a funeral and not removed within three weeks after the Interment are subject to removal and disposal by Metro.

(b) All flags, flowers and plants placed on Graves on Memorial Day and not removed within three weeks after the Interment are subject to removal and disposal by Metro.

(c) Artificial flowers and plants are prohibited between March 1st and November 15th of each year, except for a period of three weeks after Memorial Day observance.

(d) All flowers, funerary easels and decorations will be subject to removal and disposal by Metro when they become withered, faded or otherwise unsightly, in Metro's sole discretion.

10.04.135 Personal Effects and Mementos Prohibited

(a) Personal property, including but not limited to, sacred objects, photographs, toys, clothing, glassware, banners, pin-wheels, chimes, balloons or staked items, left in the Cemetery or placed on or near a Grave is prohibited, except

as otherwise permitted in writing by Metro at the discretion of the Chief Operating Officer or designee. Said personal property will be forfeited, removed by the Cemeteries staff and disposed without notice or other process.

10.04.140 Planting On or Around Graves Prohibited

Planting of trees, shrubs or any other plant material, except turf grass, on Graves or their borders is prohibited, unless approved in writing.

10.04.145 Grave Improvements Prohibited

Grave improvements other than Metro approved Markers, Monuments and Memorials are prohibited. The placement or installation by any person of temporary or permanent improvements covering, bordering or indicating the boundaries of Graves, including but not limited to posts and fences of any kind, walls, coping or curbs of concrete brick, stone or marble, is a violation of this chapter subject to the penalties set forth in Chapter 10.01.600. Memorials and improvements so placed or installed shall be deemed forfeited and shall be removed by the Cemeteries staff and disposed without notice.

10.04.150 Markers

(a) Grave Markers shall be limited to no more than one per Grave, installed at the head of the Grave. Persons installing a Grave Marker must submit an Installation Authorization Form to Metro depicting and describing the Marker and providing proof that said person is authorized to perform installation by the owner(s) of the Interment/Inurnment Right described on the Certificate of Interment and the person with legal right of disposition of the Remains.

(b) No person shall place any permanent Marker made of a material other than natural stone or bronze metal in a Metro Cemetery.

(c) No person shall place any permanent Marker in a Metro Cemetery unless properly supported with a foundation/collar made of concrete three (3) inches in width, flush with the ground, having no beveled edges. Each foundation/collar must be marked with the Grave, lot and block number of the Cemetery in which it is placed.

Markers and Marker bases shall not exceed the width of the Grave and shall be no larger than the following dimensions:

- i. Single Grave 18" x 30"
- ii. Companion Graves 18" x 60"

(d) The installation of any improvement to a Grave other than a Marker is prohibited unless otherwise approved as set forth in section 10.04.160.

10.04.160 Monuments and Memorials Restricted

(a) Monuments and Memorials are generally prohibited, but may be allowed at the discretion of the Chief Operating Officer or designee or as permitted by rules established pursuant to this chapter.

(b) Monuments and Memorials permitted under this section must comply with the requirements for Markers set forth in Section 10.04.150(a)-(c), and are subject to an additional fee. The owner(s) of the Interment/Inurnment Right and/or the person with legal right of disposition must enter into an Agreement with Metro providing permission to

install the Monument or Memorial and releasing Metro from liability for any and all damage or destruction of the Monument or Memorial that may occur.

10.04.170 Marker, Monument, Memorial Repair Restricted

No repairs, restoration or improvements to any Marker, Monument or Memorial is permitted unless performed strictly under the written terms of approval issued by the Chief Operating Officer or designee. Violations of this section are also violations of section 10.04.180.

10.04.180 Removal of Marker, Monument, Memorials Prohibited

The removal of any Marker, Monument, Memorial or improvement is prohibited unless approved in writing by the Chief Operating Officer or designee. It shall be a violation of this chapter for anyone to intentionally damage, alter, or deface any such property.

10.04.185 Cemetery Errors and Irregularities

(a) The Chief Operating Officer or designee may preclude an Interment/Inurnment in a Cemetery based on a determination that the ownership of the right of Interment/Inurnment, the location of the Grave, or the ability to open said Grave without intruding upon nearby occupied Graves is in doubt.

(b) When an Interment/Inurnment is precluded by the Chief Operating Officer under subsection (a), or if for any other reason an Interment/Inurnment space cannot be opened, Metro may elect to direct Interment/Inurnment of Remains in an available Grave in such location in the Cemetery as is deemed reasonably appropriate and reasonably equivalent in value at the sole discretion of the Chief Operating Officer or designee.

(c) The Chief Operating Officer or designee may correct any errors made by Metro in the description or transfer of Interment/Inurnment Rights, or by its agents in performing Interments/Inurnments, Disinterment or removals, when determined to be necessary in his/her sole discretion. The Chief Operating Officer or designee may void the erroneous grant of any Interment/Inurnment Certificate and provide a refund of the purchase price, or substitute in lieu thereof an Interment/Inurnment Certificate for a Grave selected by Metro within the same Cemetery of equal value and reasonably similar location if possible. In the event such error involves the Interment/Inurnment of the remains of any person, The Chief Operating Officer or designee may, at his/her sole discretion, elect to disinter said remains in accord with state law and reinter them in another available Grave within the same Cemetery, of equal value and reasonably similar location as may be substituted and conveyed as set forth the above.



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Portland, OR 97232-2736
503-797-1700

10.04.190 Rates and Fees for Interment and Inurnment Rights, Burial Services and Perpetual Care Fund

(a) The Chief Operating Officer or designee shall establish rates for the Perpetual Care Fund, sale of Interment/Inurnment Rights for Graves and Niches and shall set fees and charges for Pioneer Cemetery goods and services, including Burial and other required or optional services. Said rates, fees and charges shall be designed to recover all costs of operating the Cemeteries and may be adjusted from time to time without notice, to reflect market rates and to ensure the solvency and financial stability of the Cemeteries.

(b) Interment/Inurnment Right purchasers shall pay the rate, fees and charges on the date of purchase. Except as otherwise set forth in this chapter, no option to purchase rights or other prospective rights to Interment in the Pioneer Cemeteries shall be granted unless approved by resolution of the Metro Council setting forth the terms and conditions of said option or prospective right. Prices, fees and charges for services may vary among Cemeteries, as determined by the Chief Operating Officer.

(c) The Chief Operating Officer or designee may reduce rates, fees and charges for Grave sales and Burial Services in situations of extreme financial hardship or in cases of Wards of the State. All reductions or waivers shall be applied by written order setting forth the facts justifying the waiver or exemption.

10.04.220 Historical Research Requests

Due to the confidentiality and sensitive nature of Cemetery records, Metro will not distribute personal or contact information regarding any Interment/Inurnment Rights performed within the last 50 years from date of inquiry without proof of lineage, except as required by Oregon public records laws.

10.04.230 Other Laws Applicable

This chapter shall in no way be a substitute for or eliminate the necessity of conforming with any and all state laws and rules and other ordinances which are now or may be in the future in effect which relate to the activities regulated in this chapter.

(Ordinance No. 12-1286, Sec. 1, adopted October 4, 2012, effective January 2, 2013.)