



Cantilever Boat Ramp Inspection Sauvie Island Boat Ramp

RFB 14-2488

Metro Parks and Environmental Services Department

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

Project Manager

Jenny High
Jenny.High@oregonmetro.gov
503-665-4995 Ext. 8

Department Procurement Staff

Charlotte Wilson
Charlotte.Wilson@oregonmetro.gov
503-797-1828

Notice is hereby given that proposals for RFB 14-2488 for Cantilever Boat Ramp Inspection shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until 2:00 p.m. on September 6, 2013. It is the sole responsibility of the bidder to ensure that Metro receives the Bid by the specified date and time. Bids may be mailed, hand delivered, faxed or emailed. Bidders shall review all instructions and contract terms and condition

Request for bids - Informal (RFB 14-2488)

Metro is requesting bids for Cantilever Boat Ramp Inspection for the Metro Parks and Environmental Services Department at Sauvie Island Boat Ramp, located at Burlington Ferry Rd and Sauvie Island Rd, Portland, Oregon. Bids are due to be received (postmarks not accepted) by the date and time as indicated on the RFB cover page at Metro, 600 NE Grand Avenue, Portland, OR 97232.

The contract contemplated consists of a dive inspection to be completed during low-water when the water clarity and lighting is best, such as in late summer or early fall. See Exhibit B for structural details.

The Dive Inspection should include but not be limited to:

- 1.) Precast Concrete Plank Movement/Gaps between planks
- 2.) Precast Concrete Plank condition
- 3.) Concrete Side Curbs
- 4.) Large Debris Accumulation
- 5.) Steel Structure Condition (Corrosion, Damage, etc.)
- 6.) All bolted connections for the steel support system assembly
 - a.) Precast concrete plank to steel beam
 - b.) Plank support to pile bent
 - c.) Pile bent to piles
 - d.) Blocking to plank supports
 - e.) Wheel stop to plank supports
 - f.) Side curb to plank

The diver should address each of the above items in their written report. The report should include photos, video, and marked up drawings to illustrate the areas of concern.

The term of the contract is anticipated to be September 15, 2013 through September 14, 2016 with the option to renew for two additional one year periods.

Qualifications

Contractor must have five (5) or more years of successful experience in the area(s) of Cantilever Boat Ramp Inspection. Qualifications and references shall be supplied with bid. Metro reserves the right to evaluate, approve or reject firms on the basis of their review

All bids must be delivered, faxed, mailed or emailed and clearly identify the item(s) as stated in the RFB. Bidding documents may be examined and are available at www.oregonmetro.gov under "Doing Business".

All bids must conform to the INSTRUCTIONS TO BIDDERS and be complete including the use of any required forms. Metro may accept or reject any or all bids, in whole or in part, or waive irregularities not affecting substantial rights if such action is deemed in the public interest.

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.

Metro extends equal opportunity to all persons and specifically encourages minority and women-owned businesses to access and participate in this and all Metro projects, programs and services.

Request for bids - Informal (RFB 14-2488)

INSTRUCTIONS TO BIDDERS

BID

Metro is soliciting Bids for Cantilever Boat Ramp Inspection. Bids must be mailed, delivered, faxed or emailed to Metro Parks and Environmental Services Department, Attention: Jenny High RFB 14-2488, 600 NE Grand, Portland, Oregon 97232-2736, 503-797-1795 fax, Jenny.High@oregonmetro.gov, no later than the date and time as indicated on the RFB cover page.

If mailed, the outside of the envelope shall plainly identify the subject of the Bid, the due date, and the Bid number.

All bids must be clearly and distinctly typed or written. All blank spaces must be completed. No erasures are permitted. Mistakes must be crossed out and corrections made, and initialed in ink by the party signing the Bid, or his or her authorized representative. Bidder shall complete and submit the following Metro forms:

- Bid Checklist
- Schedule of Bid Prices
- References

Written amounts shall be shown in both words and figures. Words shall govern in cases of discrepancy between the amounts stated in words and the amounts stated in figures.

All bids must be on the forms furnished by Metro or they may be rejected by Metro.

COST OF BID

This Request for Bid does not commit Metro to pay any costs incurred by any Bidder in the submission of a bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the Request for Bid.

ERRORS / OMISSIONS

Any Bid may be deemed non-responsive by the Procurement Officer if it is: Not on the Bid forms provided; contains errors or omissions, erasures, alterations, or additions of any kind; proposes prices which are unsolicited or obviously unbalanced; or not in complete conformance with any and all conditions of the bidding documents.

ADDENDA TO PLANS OR SPECIFICATIONS

Requests for additional information or interpretation of the contract documents shall be delivered to Jenny High, Jenny.High@oregonmetro.gov in writing, at least five (5) business days prior to the Bid opening date and time. If, in the opinion of the Project Manager, additional information or interpretation is needed by the Bidders, an addendum will be issued to all known specification holders. The provisions of any written addenda issued by the Procurement Officer or Project Manager at least seventy two (72) hours prior to the Bid opening date and time shall be binding upon the Bidders, and failure of a Bidder to obtain such addenda shall not excuse compliance therewith by the successful bidder.

WITHDRAWAL OF BIDS

A Bidder may withdraw its bid by written request which are received prior to the scheduled closing time for filing Bids. Negligence on the part of the Bidder in preparing his or her bid confers no right to withdraw the bid after the scheduled closing time for filing Bids.

LATE BID

Bids received after the scheduled closing time for filing Bids will be returned to the Bidder, unless such closing time is extended in writing by Metro.

Request for bids - Informal (RFB 14-2488)

COMPLIANCE

Each Bidder shall inform itself of, and the Bidder awarded a contract 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, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees and similar subjects.

PERMITS AND LICENSES

Each Bidder shall obtain and include in his Bid the cost for all permits and licenses which may be required to perform the contract.

CONFLICT OF INTEREST

A Bidder filing a bid thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this Bid or has participated in contract negotiations on behalf of Metro; that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for Bids; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

"OR APPROVED EQUAL" CLAUSE

In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of materials may be specified, either by description of process or by designating a manufacturer by name and referring to his brand or product designation, or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, equipment, or materials of equal value, utility or merit.

Whenever a process is designated or a manufacturer's name, brand, or product is described, it shall be understood that the words, "or approved equal" follow such name, designation, or description, whether in fact they do so or not.

If a Bidder proposes to furnish an item, process or material which it claims to be of equal utility to the one designated, then:

1. Bidder shall delivered to Jenny High, Jenny.High@oregonmetro.gov, referencing the RFB number, at least five (5) business days prior to the Bid opening date and time,, a written statement describing it together with supporting data and details sufficient to permit Metro to evaluate the same. If the product contains chemical properties, the relevant Material Safety Data Sheets (MSDS) shall be included to document all health and physical hazards, chemical ingredients, exposure limits, personal protective equipment for handling and use, and emergency procedures in response to unanticipated spills or environmental release.
2. Metro may require demonstration, additional tests, and additional data, all to be supplied at the expense of the Bidder.
3. Metro shall in its sole discretion determine if an item submitted as an alternate or approved equal is "equal" or "equivalent".

RECYCLABLE PRODUCTS

Bidders shall use recyclable products to the maximum extent economically feasible in the performance of the work set forth in this contract document.

QUANTITIES

Metro makes no guarantees as to the exact quantities to be purchased. The figures provided are intended merely as guides and Bidders are warned not to construe them as a guarantee to purchase any amount. Payment will be made only for quantities actually ordered, delivered, and accepted whether greater or less than the stated amounts.

Request for bids - Informal (RFB 14-2488)

PRICES

All prices submitted shall be firm during the contract period. If unit prices are requested, they should be provided for each unit on which there is a Bid. In case of mistake in extension of price, unit prices shall govern. All prices shall be F.O.B. the destination designated by Metro.

WARRANTY / GUARANTY

Each Bid for the furnishing of materials and equipment shall provide an explanation of both the Bidder's and manufacturer's warranties on materials and workmanship. Every Bid shall indicate any warranty costs to Metro, including but not limited to, all parts, labor, and shipping costs required for compliance with any specific requirement(s) contained in the special conditions.

SERVICE

Each Bidder shall furnish detailed information on any service facilities, locations, and procedures as well as information on any maintenance agreements or contracts available to Metro.

DELIVERY

Each Bidder shall provide a delivery schedule for each item offered. The successful Bidder shall notify Metro, in writing, within five (5) business days of order if delivery cannot be completed as proposed and required. Upon receipt of such notice from the successful Bidder, Metro reserves the right to cancel the order and make the purchase from the second lowest, responsible Bidder. If Metro does not elect to cancel the contract initially, subsequent failure to meet the then current delivery requirement does not foreclose Metro's option for later cancellation.

Request for bids - Informal (RFB 14-2488)

BASIS OF AWARD

The award shall be made to the responsible Bidder submitting the lowest responsive bid submitting the lowest total BASE BID. Metro reserves the right to consider any and all alternates offered by the selected Bidder.

Any determination of bidder's responsibility or responsiveness is subject to review and determination by the Office of the Metro Attorney as to legal sufficiency. Metro reserves the right to accept or reject any and all bids in whole or in part and to waive any irregularities in the best interest of Metro.

GENERAL CONDITIONS

NOTICE OF AWARD

Within twenty (20) calendar days after the opening of Bids, Metro will accept one of the Bids, or combination of Bids, or reject all Bids in accordance with the Basis of Award. The acceptance of the Bid will be by written Notice of Award, mailed, emailed or delivered to the office designated in the Bid. The Notice of Award shall not entitle the party to whom it is delivered to any rights whatsoever.

INSURANCE AND WORKER COMPENSATION

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

1. 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 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;
2. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
3. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
4. If required, 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.

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS 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, and all subsequent subcontractors and suppliers performing work pursuant to this contract shall provide Workers' Compensation benefits as required by and in accordance with all applicable state and federal laws.

HAZARD COMMUNICATION

The Contractor shall be required to strictly adhere to, coordinate with Metro and document full compliance with the policies and procedures of the Oregon Administrative Rules, Oregon Occupational Safety and Health Division, OAR 437-002, Subdivision Z-Toxic and Hazardous Substances (1910,1200 Hazard Communication). The Contractor shall provide Metro with all Material Safety Data Sheets (MSDS) prior to delivery or introduction of the material on site. For further information or clarification, contact the Metro Risk Management Division at 503-797-1622.

Request for bids - Informal (RFB 14-2488)

DELIVERY TIMES

The Contractor shall deliver on business days between the hours of 8:00 a.m. and 5:00 p.m. Unloading must be completed by 5:00 p.m. unless approved in advance by Metro. Requests for such approval must be received by Metro at least three (3) days prior to delivery. Contractor shall assume all risk of deliveries made during hours beyond those listed above.

FAILURE TO PERFORM

Should the Contractor fail to meet the agreed upon delivery schedule, thereby making it necessary for Metro to purchase urgently-needed items from another source, the low Bidder shall pay the difference between the accepted low Bid price and the purchase price or accept an offset against any monies then owed by Metro.

INVOICES

Invoices shall be prepared and submitted unless otherwise specified. Invoices shall contain the following information: Metro contract number, item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals. Invoice should also state name of the unit or department to which the merchandise was shipped or delivered. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

SPECIAL CONDITIONS

MINORITY, WOMEN AND EMERGING SMALL BUSINESS PROGRAM

In the event that any subcontracts are to be utilized in the performance of this agreement, the Bidder's attention is directed to Metro Code provisions 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

NOTICE TO ALL BIDDERS

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Bidders 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 bids submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions regarding the agreement arising from this procurement. By submitting a bid in response to this procurement, bidders 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, bidders 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.

Exceptions to Standard Agreement and RFB: Carefully review the Standard Agreement attached hereto as Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFB will be required to execute. RFB respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFB must propose those exceptions or alternative clauses in their bid; Metro shall not be required to consider 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.

Request for bids - Informal (RFB 14-2488)

BID CHECKLIST

FIRM _____
 NAME _____
 MAILING ADDRESS _____
 PHONE _____ FAX _____ EMAIL _____

BIDDER REPRESENTS/CERTIFIES/ACKNOWLEDGES AS PART OF THIS OFFER THAT:

Contractor shall check or complete all applicable boxes
To be Submitted by the day and time of the as indicated on the RFB cover page
BID WILL BE CONSIDERED NON-RESPONSIVE WITHOUT THE FOLLOWING DOCUMENTS AND INFORMATION

1. **BIDDER'S CHECKLIST**
2. **SCHEDULE OF BID PRICES**
3. **REFERENCES**
4. **CONFLICT OF INTEREST:** Bidder hereby certifies that no officer, agent, or employee of METRO has participated on behalf of METRO in preparation of this bid, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same work, and the Bidder is competing solely in its own behalf without connection or obligation to any undisclosed person or firm.
5. **RESIDENT/NON-RESIDENT:** Undersigned Bidder states that it is a resident or non-resident of the state of Oregon. State in which Bidder resides:

6. **TYPE OF BUSINESS ORGANIZATION*:** Bidder operates as an individual, a corporation, incorporated under the laws of the state of _____, a non-profit organization, a partnership. (If partnership, attach names of the partners)
7. **OREGON LICENSE:** If a corporation, it is, or is not, licensed with Oregon Corporation Commission
8. **DOING BUSINESS AS:** Provide any assumed names utilized.

 NAME AND TITLE OF PERSON AUTHORIZED TO CONTRACT/SIGN OFFER (TYPE OR PRINT)

 SIGNATURE OF PERSON AUTHORIZED TO CONTRACT/SIGN OFFER

Request for bids - Informal (RFB 14-2488)

SCHEDULE OF BID PRICES

The Bidder, whose legal signature binding the Bidder to the bid prices indicated on these pages is found on the signature page, hereby bids as follows:

Item No.	Number of Units	Description of Item	Unit Price (figures)	Total Amount (figures)
1	1	Annual inspection of cantilever boat ramp at Sauvie Island boat Ramp	\$	\$
2	1	Hourly rate for as needed inspections	\$	\$
Total Bid Amount			\$	
Total Bid Amount (in words)				

Calculation on which annual price escalations (if any) shall be based after the initial contract term. This formula must be based on market factors and NOT include additional profit. _____

Note: If any of the items listed on the Bid Schedule contain recycled product, the bidder shall specify the amounts of such product in an attachment to the Bid Form. If no attachment is included, the amount of recycled product in the items listed will be considered to be zero for the purpose of this bid. Metro reserves the right to reject any or all bids.

STANDARD AGREEMENT

Bidder has reviewed the Standard Agreement, Exhibit A, and understands that proposed exceptions and alternative clauses per the Notice to All Bidders, must be provided at time of bid submission, as indicated by the following initials _____. Attach additional pages, if needed.

Bidder signature _____

Print Name of Company _____

Print Name of Authorized Signor/Title _____

Signature _____

Request for bids - Informal (RFB 14-2488)

REFERENCES

List 3 projects/contracts awarded to your firm in the last 3 years.

Project /Contract	Owner	Amount	% Complete	Contact Name	Contact Phone #

List 3 subcontractors Metro can contact for a reference.

Company Name	Specialty	Contact Name	Contact Phone #

List 3 suppliers Metro can contact for a reference.

Company Name	Specialty	Contact Name	Contact Phone #

Bank Reference

Name: _____

Address: _____

Contact Name: _____

Phone number: _____

Bidder signature

This information provided is true and complete.

Print Name of Company _____

Signature _____ Date: _____

Print Name of Bidder _____

Request for bids - Informal (RFB 14-2488)

Exhibit A: Standard Agreement

Personal Services less than \$50,000

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and Company Name, referred to herein as "Contractor," located at address, City, State Zip.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. **Duration.** This personal services agreement shall be effective Month XX, 201X and shall remain in effect until and including Month XX, 201X, unless terminated or extended as provided in this Agreement. 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.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Attachment A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed XXXXXXXXXXXXXXXXXXXX AND XX/100THS DOLLARS (\$XXXXXX.XX). Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
4. **Insurance.** 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 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 REQUIRED FOR ARCHITECTURAL & ENGINEERING SERVICES - DELETE 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.

5. **Indemnification.** Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.
6. **Maintenance of Records.** Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for six years after Metro makes final payment and all other pending matters are closed.



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

Request for bids - Informal (RFB 14-2488)

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.
8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.
9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.
10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to 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.
11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.
12. 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.
13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without Metro's written consent.
14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.
15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.
16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties. 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



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

Request for bids - Informal (RFB 14-2488)

Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

17. 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 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.

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

19. 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

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____



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

Request for bids - Informal (RFB 14-2488)

1. Purpose and Goal of Work

2. Description of the Scope of Work

3. Deliverables/Outcomes

4. Payment and Billing

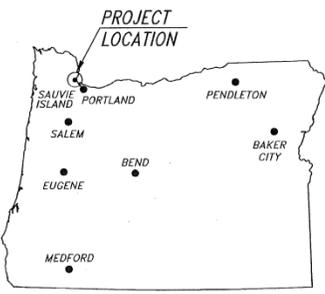
Contractor shall perform the above work for a maximum price not to exceed XXXXXXX AND XX/100TH DOLLARS (\$XXXXXX.XX).

INCLUDE HOURLY RATES OR TASK BASED PAYMENTS IF APPLICABLE

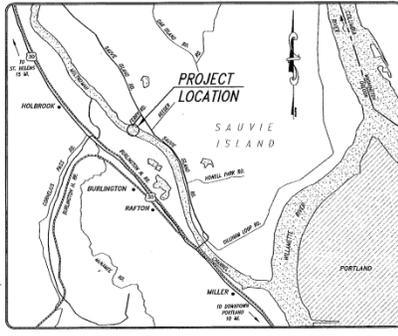
The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the Metro contract number, Contractor name, remittance 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.

Request for bids - Informal (RFB 14-2488)

Exhibit B:



LOCATION MAP
NOT TO SCALE



VICINITY MAP
SCALE IN MILES

DRAWING SHEET INDEX

1. TITLE SHEET	8. GRADING PLAN	15. SIGN & STRIPING LAYOUT	22. CONCRETE ABUTMENT & LANDING
2. EXISTING SITE PLAN	9. CONCRETE PAVEMENT PLAN & DETAILS	16. STRIPING DETAILS	23. PRECAST CONCRETE RAMP PLAN
3. EROSION CONTROL PLAN	10. PARKING AREA SECTIONS	17. SIGN, WHEEL STOP, & BOLLARD DETAILS	24. MASONRY BLOCK VAULT TOILET PLAN & ELEVATION
4. EROSION CONTROL DETAILS	11. INFILTRATION/EXTENSION BASIN PLAN, PROFILE, & SECTION	18. RAMP PLAN & PROFILE	25. MASONRY BLOCK VAULT TOILET SECTIONS
5. DEMOLITION PLAN	12. CURB, RETAINING WALL, SIDEWALK, & FLOOR SLAB LAYOUT PLAN	19. RAMP SECTIONS & DETAILS	26. MASONRY BLOCK VAULT TOILET VENT DETAILS
6. PROPOSED SITE PLAN	13. PAVEMENT DETAILS	20. PLANK SUPPORT SYSTEM PLAN & PROFILE	27. MASONRY BLOCK VAULT TOILET ROOF DETAILS
7. ASPHALT & UTILITY LAYOUT PLAN	14. LIGHT POLE & TRENCHING DETAILS	21. PLANK SUPPORT SYSTEM SECTION & DETAILS	28. ELECTRICAL SCHEMATIC

FACILITY IMPROVEMENTS

AT SAUVIE ISLAND BOAT RAMP, MULTNOMAH CHANNEL MILE 18.2

FOR METRO REGIONAL PARKS AND GREENSPACES

APPROVED FOR THE BOARD	DATE
APPROVED FOR THE DIRECTOR	DATE
APPROVED FOR THE ENGINEER	DATE
APPROVED FOR THE ARCHITECT	DATE



OREGON STATE MARINE BOARD

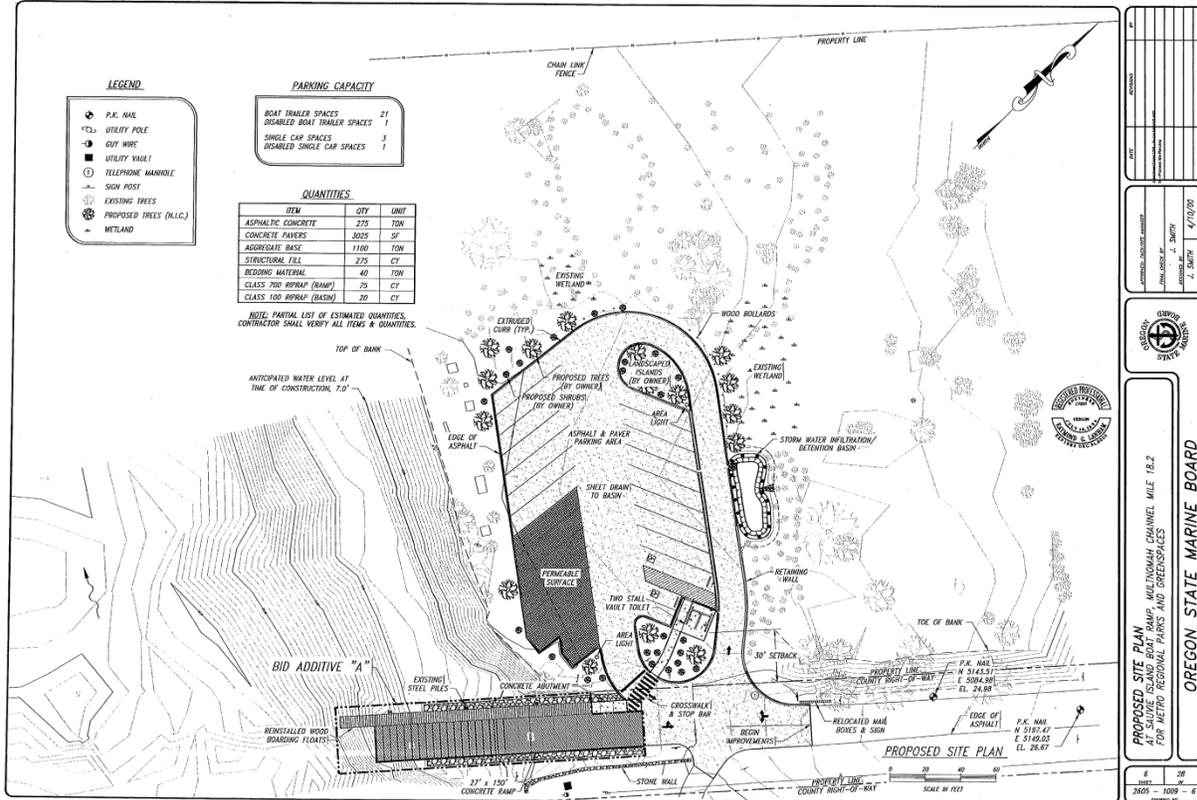
TITLE SHEET FOR METRO REGIONAL PARKS AND GREENSPACES

SAUVIE ISLAND BOAT RAMP, MULTNOMAH CHANNEL MILE 18.2

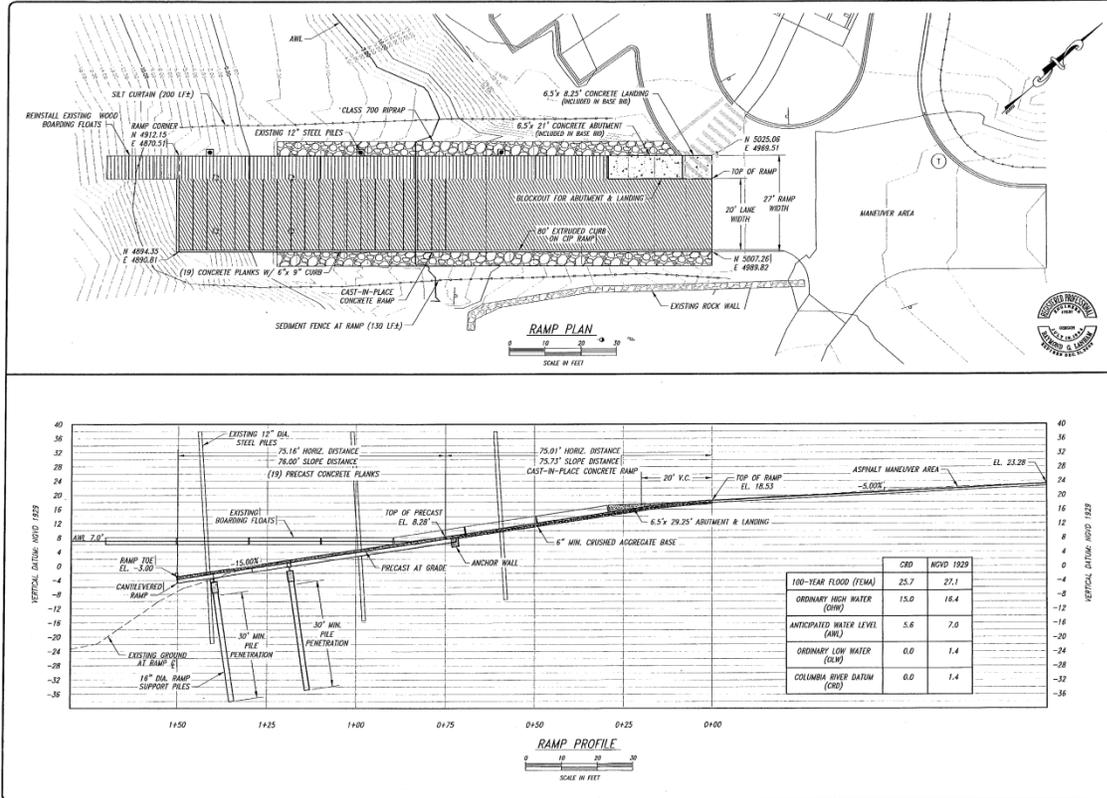
FOR METRO REGIONAL PARKS AND GREENSPACES

1	28
2655 - 1039 - 1	ISSUED BY

Request for bids - Informal (RFB 14-2488)



Request for bids - Informal (RFB 14-2488)



DATE	
DESIGNED BY	
CHECKED BY	
PROJECT NO.	
DATE	

ISSUED UNDER CONTRACT NO. 4-1-00

DATE: 4/1/00

BY: [Signature]

FOR: [Signature]

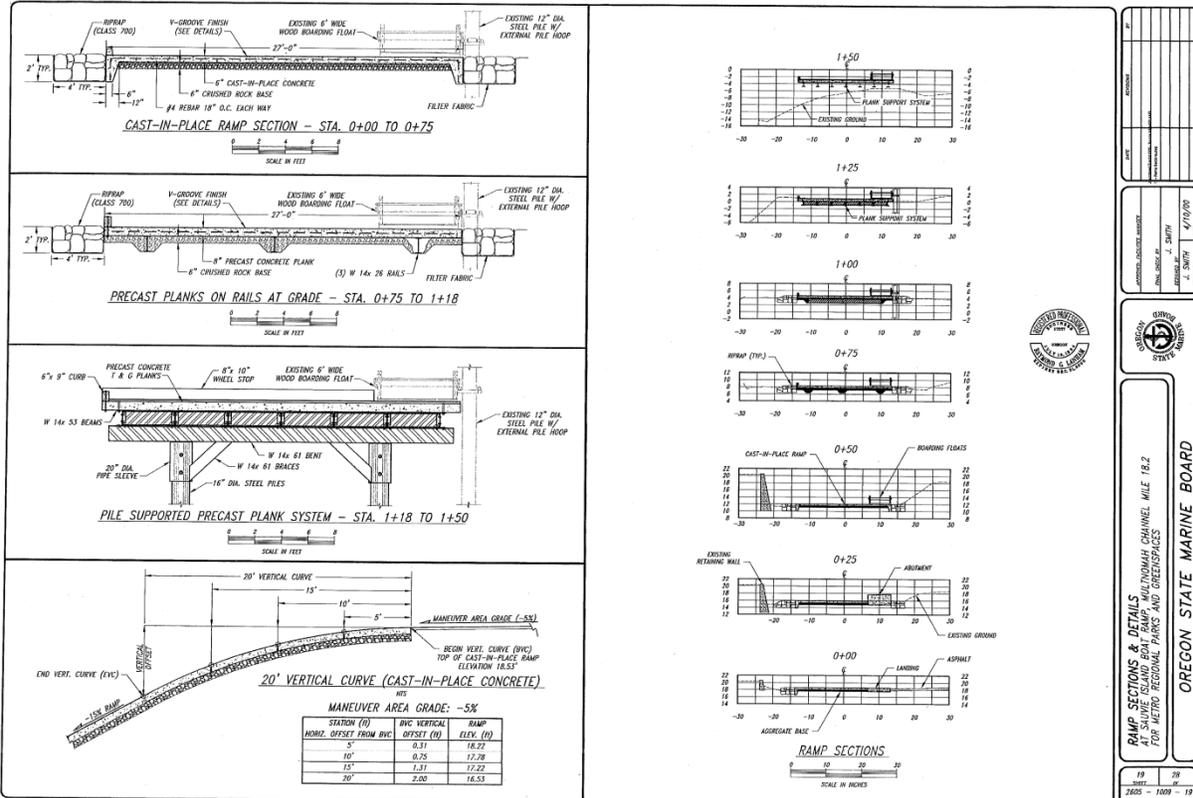
PROJECT: MULTINATIONAL CHANNEL MILE 18.2 FOR METRO REGIONAL PARKS AND GREENSPACES

OREGON STATE MARINE BOARD

RAMP PLAN & PROFILE AT SWANNE ISLAND BOAT RAMP FOR METRO REGIONAL PARKS AND GREENSPACES

18 28
3000' - 1000' - 18
SCALE IN FEET

Request for bids - Informal (RFB 14-2488)



APPROVED FOR CONSTRUCTION

APPROVED FOR BIDDING

DATE: 4/10/09

DESIGNED BY: J. SMITH

CHECKED BY: J. SMITH

SCALE: AS SHOWN

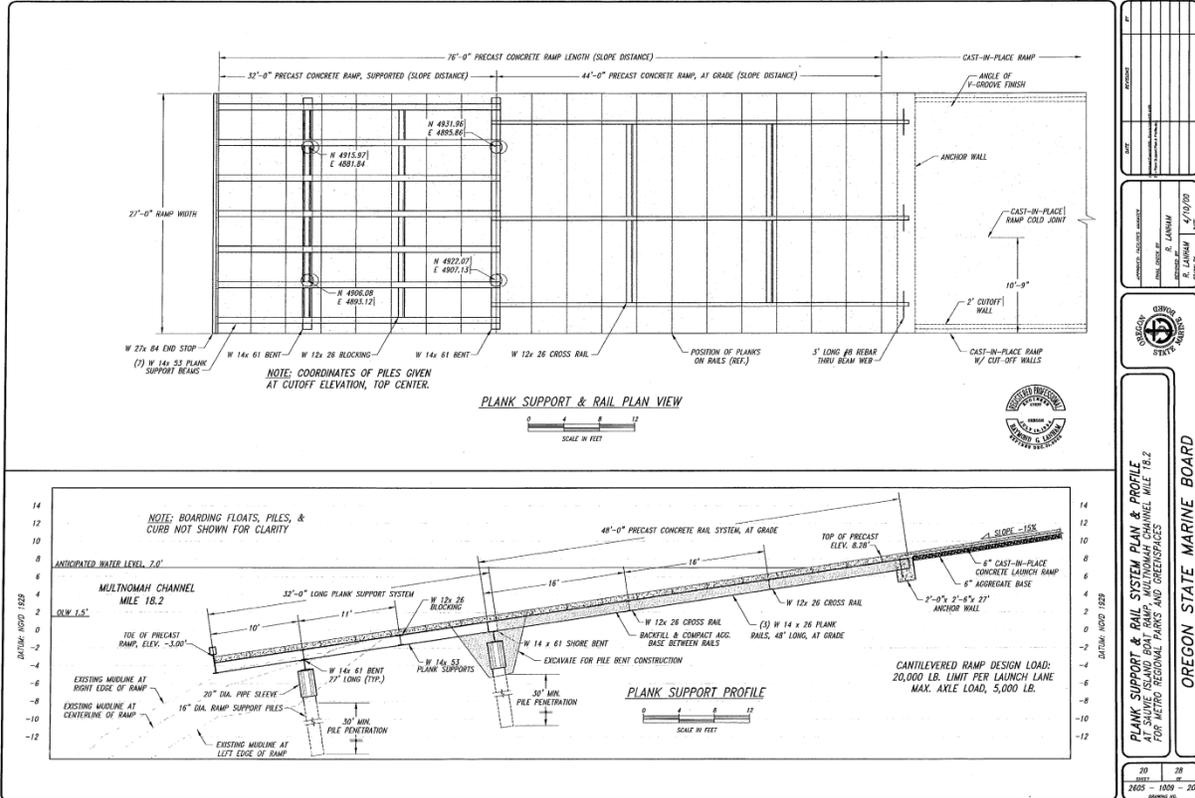
SECTION: OREGON STATE MARINE BOARD

RAMP SECTIONS & DETAILS FOR METRO REGIONAL AIRPORT CHANNEL MILE 16.2 FOR METRO REGIONAL AIRPORT DECKSPACES

10 20

2605 - 1009 - 17

Request for bids - Informal (RFB 14-2488)



Request for bids - Informal (RFB 14-2488)

