



METRO

PEOPLE PLACES

OPEN SPACES

RFP 10-1533-SUS

Development of Intertwine Regional Park Signage Plan

Sustainability Center

600 N.E. Grand Avenue
Portland, OR 97232
(503) 797-1700, Fax (503)797-1796

Project Manager:

Justin Patterson
Principal Park Planner
Email: Justin.Patterson@oregonmetro.gov
Phone: 503-813.7542

Procurement Contact:

Darin Matthews, Metro Procurement Officer
Email: matthewsd@metro.dst.or.us
Phone: 503-797-1626

Proposal deadline is **3:00 PM on November 6, 2009**. Proposal may be submitted by mail, hand delivery, or email and addressed to the Project Manager listed above.

Request for Proposals

DEVELOPMENT OF INTERTWINE REGIONAL PARK SITE SIGNAGE PLAN RFP 10-1533

I. INTRODUCTION

Metro is the directly elected regional government that services more than 1.2 million residents in Clackamas, Multnomah and Washington counties and the 25 cities in the Portland Metropolitan area.

The Deputy Chief Operating Officer 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 several deliverables related to park signage. Details concerning the project and proposal are contained in this document.

Metro is responsible for regional growth management, transportation and land use planning; regional environmental management; operation of the Oregon Zoo; regional parks and green spaces programs; and technical services to local governments. Metro departments include: Council Office; Finance and Administrative Services; Human Resources; Information Technology; Office of the COO; Office of the Metro Attorney; Planning; Solid Waste and Recycling; Public Affairs and Government Relations; and Regional Parks and Greenspaces. Through the Metropolitan Exposition-Recreation Commission (MERC), Metro manages the Oregon Convention Center, the Portland Center for Performing Arts and the Portland EXPO Center. The scope of this project does not include the MERC facilities.

Proposals are due no later than **3:00 p.m., November 6, 2009** in Metro's Sustainability Center at 600 NE Grand Avenue, Portland, OR 97232-2736, to the attention of Justin Patterson (faxed submissions will not be accepted).

II. BACKGROUND/HISTORY OF PROJECT

In 2007 Metro launched an initiative known as Connecting Green. A multi-year, multi-jurisdictional effort, the goal of Connecting Green is to help create, strengthen, and support a region-wide network of parks, trails and natural areas. As part of that overall process, the concept of a region-wide network of parks, trails and natural areas was recently given the name "The Intertwine". Over time as specific sites are added to the Intertwine system, signage will be needed to identify and market the park, trail and natural area locations as part of the greater regional network. The product of this proposal is intended to create a signage system for the Intertwine.

The majority of local park providers have existing park signage on their sites, including parks, trails, facilities or natural areas. The expectation for the Intertwine signage system is that it be complementary to existing signage present on local and regional park locations, while still identifying the site as unique and part of the regional Intertwine network. A determination as to the final physical form of Intertwine signage will be made during the course of the project.

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Signage developed during this process may be independent and free-standing, attached to existing signs, more interpretive in nature, or an entirely different form. It is also possible that more than one mechanism may be used for installation.

It is vital that proposers be extremely clear in conveying their experience, background and approach to dealing with the unique characteristics of this project. Teams should clearly discuss how they would handle the following conditions:

- **Consensus challenges.** There will be a myriad of stakeholders involved in this process. Government, private sector, citizens, business leaders and others will all participate at some level. Each will come to the table with different ideas, standards, preferred designs, levels of ownership, or other needs and issues. These differing views about potential signage may relate to potential signs for their own local system or the region in general. It will be important for the project consultant to listen to these views, sort through comments and needs, help identify common themes and points for collaboration, and build consensus toward a final product or products.
- **Design challenges.** The Intertwine Alliance has already developed a logo, recommended colors, and design parameters that need to be used in potential signage (see attachment and also the phase one website: www.theintertwine.org). However, the sheer number and uniqueness of locations across the region where signs could potentially be located is significant. Signage could be placed both indoors and outdoors, in developed parks or natural areas, on trails or in plazas, or any one of a number of other locations. It will be important to very clearly indicate how the consultant team will facilitate dealing with this significant design challenge.
- **Limited budgets.** Implementing this new signage program will happen incrementally over time as signs are added to new facilities or replaced on old ones. The new Intertwine signage will have to be a negligible cost addition to these programs, as funding for even basic park signage is already hard to come by.
- **Different starting points.** Some local park agencies have fully developed sign guidelines; others develop each sign on an as-needed basis. Some are in the middle of developing a signage program. The consultant team will need to be flexible and responsive in order to take advantage of opportunities that may present themselves during this process to implement new signage before the work envisioned in this scope is complete.

III. PROPOSED SCOPE OF WORK/SCHEDULE

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

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1. Working with local park providers, stakeholders and staff to complete the following:
 - Refine and clarify the purpose and goals for the regional Intertwine signage system through meetings with local park providers, staff and stakeholders in three (3) separate meetings. A component of this initial discussion should include the consultant team presenting a compilation of examples of “best practices” in park related signage from the region, but also national and international samples where feasible. Highlight differences in form, function, effectiveness, and long term maintenance.
 - Utilize Metro Signage Manual, Version 1.1, local park provider materials, existing Intertwine program artwork, logos and related materials and initial stakeholder input in developing potential signage examples for the Intertwine. Examples should also include initial guidelines on where it may be most appropriate to include The Intertwine signs; for example, one could assume signs may be on park entry signs or trail waypoints and probably not on regulatory signage, but what about interpretive signs or buildings?
 - Initial signage examples should include up to ten (10) signage options with physical mock-up examples to convey all potential fabrication and installation application scenarios. The form, function, pros and cons of each alternative should be clearly presented by the consultant team. Obtain feedback on alternatives from local park providers, staff and stakeholders in three (3) separate meetings and incorporate feedback into potential changes or additions.
 - Facilitate presentation of final design alternatives to local park providers, staff and stakeholders in three (3) separate meetings. Facilitate one (1) meeting with leaders at Metro to present final materials.
 - Produce a final Intertwine Signage Plan with design, fabrication and installation specifications, color pantones, and other necessary elements to ensure that signage is clear, consistent and effective for eventual production and installation. The final plan document must be accessible and easy to use. All final materials should be delivered in a format ready for moving to actual production and installation of Intertwine signage on locations throughout the region.
2. The final schedule will be created in consultation with the successful candidate firm, but the project is generally expected to be completed by June of 2010 with the following general milestones:

December, 2009 -Refine goals and purpose for signage; present “best practice” signage examples for Metro and stakeholder review
 -Review existing materials including Intertwine art and Metro sign manuals;

Dec-Jan, 2010 -Begin development of signage alternatives

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February, 2010	-Complete development of signage alternatives (including scale mock-ups); review designs with stakeholders
February, 2010	-Develop preferred alternative design(s) for Intertwine signage
March-April, 2010	-Complete Plan including text, fabrication and installation specifications as part of final Intertwine Signage Plan
May-June, 2010	-Complete process for final acceptance of Intertwine Signage Plan

3. The budget for the project is between \$25,000 and \$35,000. Final scope and cost will be negotiated with the firm selected to complete the project.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall possess the following experience:

- Experience developing park signage systems for a variety of park facilities ranging from park buildings to trails, parks, natural areas and other park resources;
- Experience facilitating discussions among groups of interested parties, staff and stakeholders;
- Experience in the production of final sign specifications for fabrication and installation.

V. PROJECT ADMINISTRATION

Justin Patterson, Principal Park Planner, will manage the resulting contract. All work products provided under the contract are subject to the project manager's approval, as well as all invoices. Metro will make payment 30 days from date of invoice after authorization by project manager. Invoice is to include detailed summary of all work done for which the invoice is submitted.

Metro will provide:

- Sign manual examples, sample digital sign mock ups with Intertwine logo and colors, and other pertinent documents for review during and after proposal phase
- GIS aerial mapping data
- Photos and illustrations (stock) and permission to use them
- Timely review on submittals

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Three (3) copies of the proposal shall be furnished to Metro, addressed to:

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Justin Patterson, Principal Park Planner
Sustainability Center
Metro
600 NE Grand Avenue
Portland, OR 97232

The deadline for receipt of all proposals is **3:00 p.m., November 6, 2009.**

All questions regarding this proposal shall be submitted to Justin Patterson at (503) 813-7542, or justin.patterson@oregonmetro.gov. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 4:00 p.m., October 21, 2009.

B. 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. Any questions, which in the opinion of Metro warrant a written reply or RFP amendment, will be furnished to all parties receiving this RFP. Metro will not respond to questions received after the deadline.

C. 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 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.

D. 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 provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, (503) 797-1816.

VII. PROPOSAL CONTENTS

The proposal should describe the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper

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(post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

- A. Cover sheet: Include organization name and contact information.
- B. Transmittal Letter: Name and address of your organization, the date established, and a brief description of its historical background and key areas of work.
- C. RFP Contact Information: The name, title, address, and phone number of the individual preparing the response and the name of the contact for this RFP. Include a statement that the proposal will be valid for ninety (90) days.
- D. Staffing/Project Manager Designation: Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. Identify the project manager and all personnel that will be assigned to the project, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.
 - i. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-today direction and internal management of the consultant effort.
- E. Experience: Indicate how your firm meets the experience requirements listed in Section IV, above. Provide a list of 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, e-mail, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- F. Project Approach/ Work Plan: Provide a framework of how you would approach the work, including a proposed work plan and schedule including anticipated project time line. This will be further explored through interviews with the finalists.
- G. References: Provide a list of other Oregon public and private sector employers for which you provided similar services to those contained within this Scope of Work within the past five years. Include the names, titles and phone numbers of appropriate contacts at these organizations that are able to discuss the details of the services your agency provided.
- H. Cost: Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel

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expenditures, support services, and sub consultant fees (if any). Requested expenses should also be listed.

- I. Miscellaneous: Provide any other information, which you feel, would assist Metro in the process of evaluating your proposal.
- J. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

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 an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved 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

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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

Proposals received that conform to the proposal instructions will be evaluated based on approach, experience, availability and cost. Interviews may be held with the finalists, prior to awarding the contract. Award will be made to the firm submitting the most advantageous proposal as solely determined by Metro.

Evaluation criteria will include the following:

Approach or work plan	20
• Understanding of general schedule and work tasks	
Staff & Experience	50
• Firm or staff experience with similar projects, including understanding of the role and function of signage in a park system	
• Examples of similar work on signage projects in park settings	
• Creativity and design skills	
• Firm or staff experience with a diverse set of stakeholders and participants	
Budget/Cost Proposal	20
• Overall cost of services	
Presentation	10
• Document	
• Presentation to RFP committee (for finalists)	
Total	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 Darin Matthews, 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.

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XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached personal services agreement is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal.

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SAMPLE CONTRACT

Contract # _____

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 _____, referred to herein as "Contractor," located at _____.

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 _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Exhibit 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 _____ AND _____/100THS DOLLARS (\$ _____).
4. **Insurance.**
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability, shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and
 - (2) automobile bodily injury and property damage liability insurance coverage shall be a minimum of 1,000,000 per occurrence.
 - b. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
 - c. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.
 - d. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.
 - e. Contractor shall provide Metro with a Certificate of Insurance complying with this article, and naming Metro as an additional insured within fifteen (15) days of execution of this contract, or twenty-four (24) hours before services under this contract commence, whichever date is earlier.

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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, including attorney's fees, 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. Ownership of Documents and Maintenance of Records. 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 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,

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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 debarment 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven 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.



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

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14. 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.

15. 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

By _____

By _____

Title _____

Title _____

Date _____

Date _____

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