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# Scouter Mtn. Nature Park Salvaged Lumber Reuse

**RFP 12-2045**

**Metro Sustainability Center**

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

**Project Manager**

Tim Richard  
tim.richard@oregonmetro.gov  
503-831-7542

Notice is hereby given that proposals for RFP 12-2045 for Scouter Mt. Nature Park Salvaged Lumber Reuse shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on March 1, 2012. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. Proposals may be mailed, delivered, faxed or emailed. Proposers shall review all instructions and contract terms and condition.

# Request for Proposals - Informal (RFP 12-2045)

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## I. INTRODUCTION

The Sustainability Center 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 Scouter Mtn. Natural Area Salvaged Lumber Reuse. 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

### Project Description:

Metro, Happy Valley and North Clackamas Park and Recreation District are developing a Nature Park at Scouter Mtn. Natural Area in Happy Valley. The site was formerly a Boy Scout Camp. A proposed picnic shelter will incorporate salvaged lumber from the Chief Obie Lodge, which was de-constructed as part of the purchase agreement.

### Salvaged Lumber:

Lumber salvaged from Chief Obie Lodge has been stockpiled and stored at Scouter Mtn. Natural Area. Material includes both sawn sections and glu-laminated materials. A 'Material Reuse Outline' is included in the appendix.

**Salvaged Lumber Re-milling:** The proposed scope of work (SOW) includes the coordination of re-use of salvaged lumber materials including evaluation, inventory confirmation, coordination with shelter designer, identification and removal of all metal components, re-milling of lumber to scheduled sizes and quantities, storage and protection of re-milled material, and establishing total cost for Phase I and Phase II SOW.

## III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following:

**Phased Scope-of-Work:** The phased work scope has been developed to allow coordination of work and to establish cost limits for processing salvaged materials during Phase II of the project. Work will be divided into two phases:

### Phase I SOW:

- 1) Evaluate and assess lumber material
- 2) Identify all metal fasteners and components that require removal prior to processing
- 3) Develop inventory of useable material
- 4) Coordinate final lumber sizes and quantities with project designer
- 5) Develop process and schedule for re-milling operation (Phase II)
- 6) Establish fixed cost for Phase II SOW

### Phase II SOW: *Upon completion of Phase I and review & approval of Phase II Costs*

- 1) Remove all fasteners and metal components.
- 2) Prepare lumber for re-milling
- 3) Re-mill lumber per established schedule and quantity
- 4) Grade re-milled materials per Oregon Structural Specialty Code
- 5) Sticker, band, stockpile, protect and store at Scouter Mtn. Natural Area as directed by Metro
- 6) Provide final inventory of materials.

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## Contractor's Project Team will consist of and provide the following:

**Project Lead:** Plan and oversee evaluation of salvaged lumber materials, develop inventory of useable material, coordinate with architect and engineer for sizes required, oversee re-milling processes, coordinate grading of re-milled lumber and provide lumber ready for incorporation into new picnic shelter.

**Equipment Operator(s):** Qualified technical staff and equipment operators required to move lumber, evaluate/identify/remove metal fasteners and components, re-mill lumber materials to scheduled sizes and quantities, sticker, stock pile, band and store on-site for contractor's use.

**Lumber Grader:** Licensed lumber grader experienced in grading salvaged lumber materials. Meet requirements of the 2010 Oregon Structural Specialty Code: American Softwood Lumber Standard DOC PS 20 and the grading rules of an approved lumber rules-writing agency. In lieu of a grading mark on the material, a certificate of inspection as to species and grade issued by a lumber grading or inspection agency meeting the requirements of DOC PS 20 for 'remanufactured or rough-sawn' lumber.

### Use of Site:

Preparation and re-milling salvaged lumber can take place on site, or material may be transferred to an off-site location. Provide independent power source for on-site processing. Protect site and repair any damaged caused during re-milling processes. Cost for off-site processing, if utilized, shall be included in total proposed cost. Salvaged Lumber Reuse Consultant is responsible for all equipment and resources required to complete this SOW and provide re-milled materials ready for incorporation into a new picnic shelter by the selected general contractor, except as noted below.

**Special Service or Alternative Approaches to SOW:** Metro is open to alternative approaches to the SOW including Eagle Scout or community projects that would support the evaluation, preparation or re-milling of salvaged lumber materials.

**Resources provided by others:** The Boy Scouts will provide the use of a forklift capable of moving lumber materials. Salvaged lumber materials can be laid out on paved surfaces in the Scouts warehouse and service yard. Materials to be stacked, protected and stored at this location after assessed and inventoried.

**Observation of stock piled materials:** The salvaged materials are available for observation at Scouter Mtn. Natural Area. Contact Tim Richard, Metro Project Manager, to arrange a time for a site visit.

### Proposed Schedule:

Consultant Selection	March 2012
Phase I	May 2012
Phase II	June 2012

## IV. QUALIFICATIONS / EXPERIENCE

Proposers shall have the following experience:

- 1) Minimum five (5) years working with salvaged lumber reuse including evaluation, preparation, re-milling, grading and construction coordination
- 2) Minimum five (5) years operating milling equipment and heavy machinery
- 3) Five projects within the last five (5) years that were of similar scale and complexity

## V. PROJECT ADMINISTRATION

Tim Richard is the project manager for Metro. Proposer shall identify one point of contact for the resulting contract.

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### VI. PROPOSAL INSTRUCTIONS

Metro intends to select a single consultant for Phase I and II of the project.

A. Submission of Proposals

Five (5) copies of the proposal shall be mailed or hand-delivered to Metro, addressed to:  
Metro Sustainability Center  
Tim Richards, RFP 12-2045  
600 NE Grand Avenue  
Portland, OR 97232-2736

Proposals can also be faxed or emailed to the following:

503-797-1849 Fax  
[tim.richard@oregonmetro.gov](mailto:tim.richard@oregonmetro.gov)

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 Tim Richard, [tim.richard@oregonmetro.gov](mailto:tim.richard@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 may not respond to questions received after 3:00 p.m. on February 23, 2012.

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 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 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, 503-797-1648.

### 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). No vinyl binders, waxed page dividers or non-recyclable materials should be included in the proposal.

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A. Transmittal Letter: 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/Project Work Plan:

Phase I: Provide summary of proposed Phase I Services, include all steps in the process. Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.

Phase II: Provide summary of Phase II Services, including all steps in the process. Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule. Provide lists of equipment to be used in process. Include time allotment for coordination with project designer.

Special Services or Alternative Approaches: Outline how special services or alternative approaches would benefit the project and Metro's desire to incorporate salvaged materials into the project.

C. Staffing/Project Manager Designation: Identify specific personnel assigned to major project tasks, 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.

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. The consultant must assure responsibility for any sub-consultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

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: Present the proposed cost for each phase of the project and the proposed method of compensation in Attachment B. Requested project expenses should also be included.

Phase I: Provide fixed fee for Phase I SOW.

Phase II: Provide estimated cost range for Phase II SOW based on site observation of materials and 'Material Reuse Outline' included in the appendix.

Special Services or Alternative Approaches to SOW: Provide cost/savings.

***(Final cost for Phase II SOW to be confirmed at conclusion of Phase I SOW services)***

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

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- 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. Exceptions to Standard Agreement and RFP: Carefully review the Standard Agreement attached hereto as 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 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 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](http://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 one firm. Award shall be made to the highest ranked Proposer based on the stated evaluation criteria. In the event negotiations are unsuccessful, Metro reserves the right to negotiate with the next highest ranked firms.

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- 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
Project Work Plan / Approach	
1. Demonstration of understanding of the project objectives	15
2. Performance methodology / approach	15
Project Staffing / Experience	
1. Past Experience on Similar Projects	15
2. Project Team	15
Diversity in Employment and Contracting	
1. Diversity in the workforce	5
2. Diversity in contracting	5
3. Diversity of firm	5
Budget/Cost Proposal	
1. Projected cost/benefit of proposed work plan/approach	<u>25</u>
	100%

**X. 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 regarding 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.

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Standard Public Contract

Metro Contract No. XXXXXX

For Public Contracts less than \$50,000

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:

- 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



# Standard Public Contract

Metro Contract No. XXXXXX

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. 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 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 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.

## 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.



# Standard Public Contract

Metro Contract No. **XXXXXX**

## ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

## ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, 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 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 XVII ASSIGNMENT

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

CONTRACTOR

METRO

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## Scope of Work – Attachment A

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Metro Contract No. XXXXXX

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 XXXXXXXX AND XX/100<sup>TH</sup> 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 will include the Metro contract number, an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention: Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.



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

# Request for Proposals - Informal (RFP 12-2045)

## Attachment B Proposal Cost Form

### Scouter Mtn. Natural Area Salvaged Lumber Reuse

Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Information: \_\_\_\_\_

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

Phase	Proposed Cost
Phase I	\$_____ (Fixed Fee)
Phase II	\$_____ (Estimated Range)
Special Services or Alternative Approach*	
Proposed Total Cost Range	\$_____
Reimbursable Expenses (itemize)	\$_____

\* Provide description of Special Services or Alternative Approach and how it will benefit the overall project and support Metro's goal to reuse the salvaged lumber at Scouter Mtn.:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## Attachment C Material Reuse Outline

### Material Reuse Outline

The following list of lumber was salvaged from Chief Obie Lodge for the new picnic shelter.

Required material sizes and quantities were based on the Concept Design for the Picnic Shelter developed by Scott Edwards Architects, LLC. See Attachment D.

#### 1. Basement Wood:

##### A. 8 x 20 Girder Beams:

Available: 170 lf

Required: 170 LF

- 60 lf will be milled to create (12) 10' 8 x 8 columns
- 110 lf will be milled into 8 x 12 main beams

##### B. 6 x 10 Ceiling Joists:

Available: 790 lf

Required: 720 LF

- 720 lf will be milled to create (60) 12' 4 x 6 roof perlin

#### 2. Great Hall Wood:

##### A. 38' 5 1/4" Bent Glulams:

Available: 20

Required: 20

- The bottom 2/3rds of (12) will be used to create 4x bent roof collar ties
- The top portion of all will be used to create (20) 18' 3 x 12 roof joists

##### B. 28' 3 1/4" Bent Glulams:

Available: 10

Required: 10

- All will be used to create (10) 18' 3 x 12 roof joists

##### C. Heavy Timber at windows and fireplace

Available: Exact quantity unknown, 100' lf +/- of various sizes

Required: 30' of 8 x 12 min.

- 30 lf will be milled into 8 x 12 main beams

##### D. 2x6 T&G roof decking:

Available: 8375 sq. ft.

Required: 2,900 SF.

- 2900 sq. ft. will be used for roof decking

#### 3. First Floor at Classroom Wings:

##### A. 3 x 12 floor joists

Available: 3150 lf

Required: 320 LF

- 320 lf will be used to create seats and miscellaneous framing for (10) picnic tables

#### 4. Exterior Covered Walkways:

##### A. 6 x 14 main beams, 24' long

Available: (6) 24' beams – 144 lf

Required: (1) 24' beam

- 24 lf will be milled into (2) 18' 3 x 12 roof joists

##### B. 2 x 10 ceiling joists, 10' long

Available: (80) joists - 800 lf

Required: (40) joists 400 LF

- (40) will be used to create table surface for (10) picnic tables



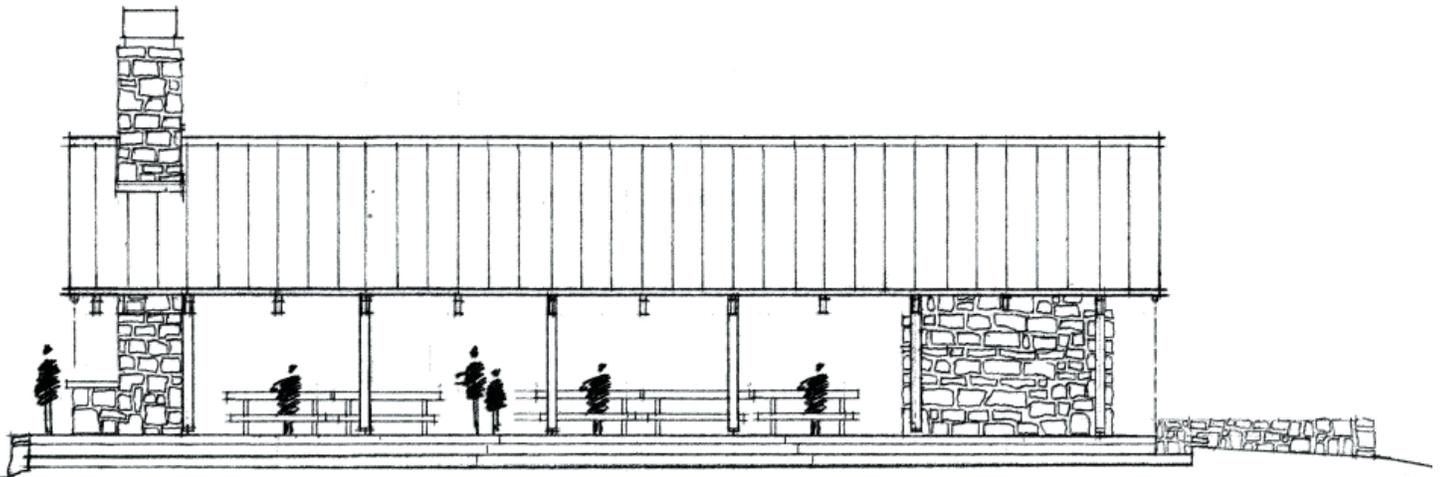
600 NE Grand Ave.  
Portland, OR 97232-2736  
503-797-1700

# Request for Proposals - Informal (RFP 12-2045)

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Metro Contract No. XXXXXX

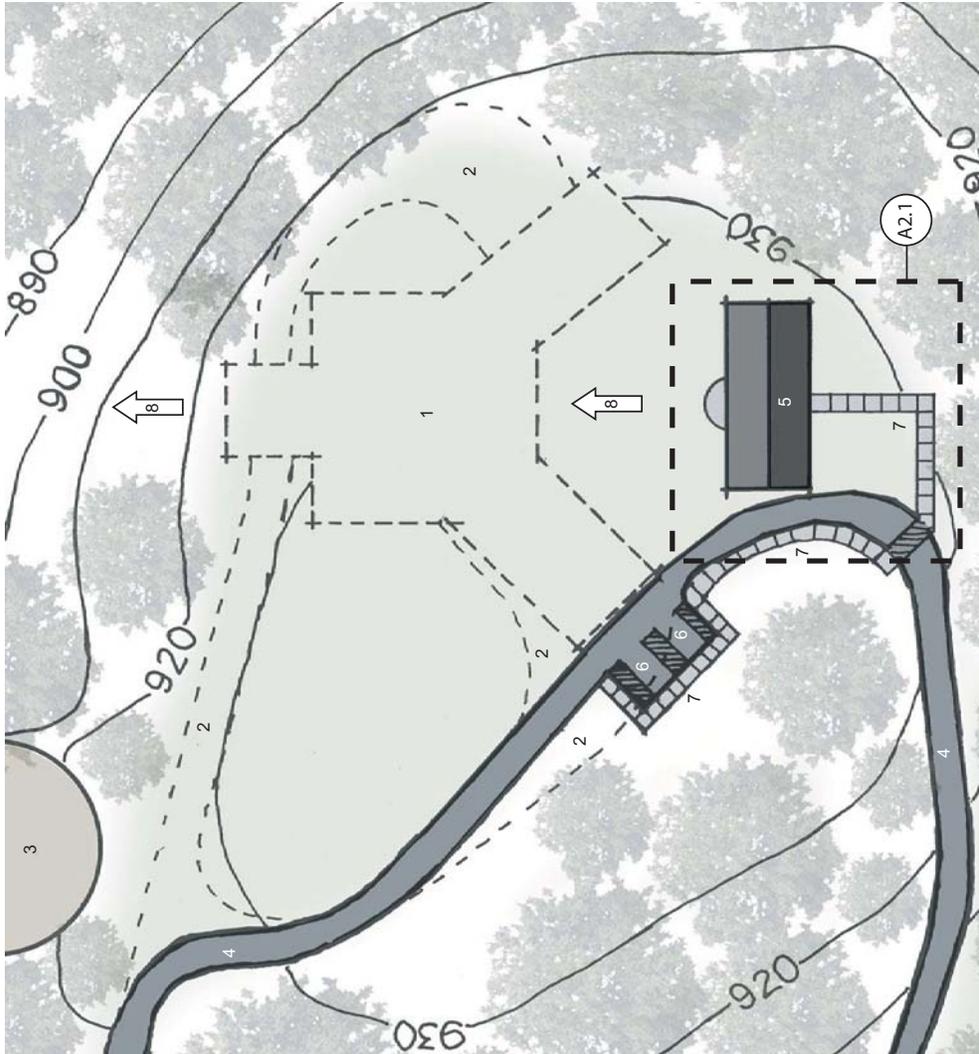
## Attachment D Picnic Shelter Concept Design



**Scouters Mountain Picnic Shelter**

Preliminary Design and Cost Estimate - September 13, 2010

- DRAWING KEY**
1. OUTLINE OF (E) BUILDING
  2. OUTLINE OF (E) DRIVEWAY TO BE DEMO'D
  3. (E) WATER RESERVOIR
  4. (E) DRIVEWAY
  5. (N) PICNIC SHELTER
  6. (N) ADA PARKING STALLS
  7. (N) CONCRETE SIDEWALK
  8. VIEW TO MT. HOOD

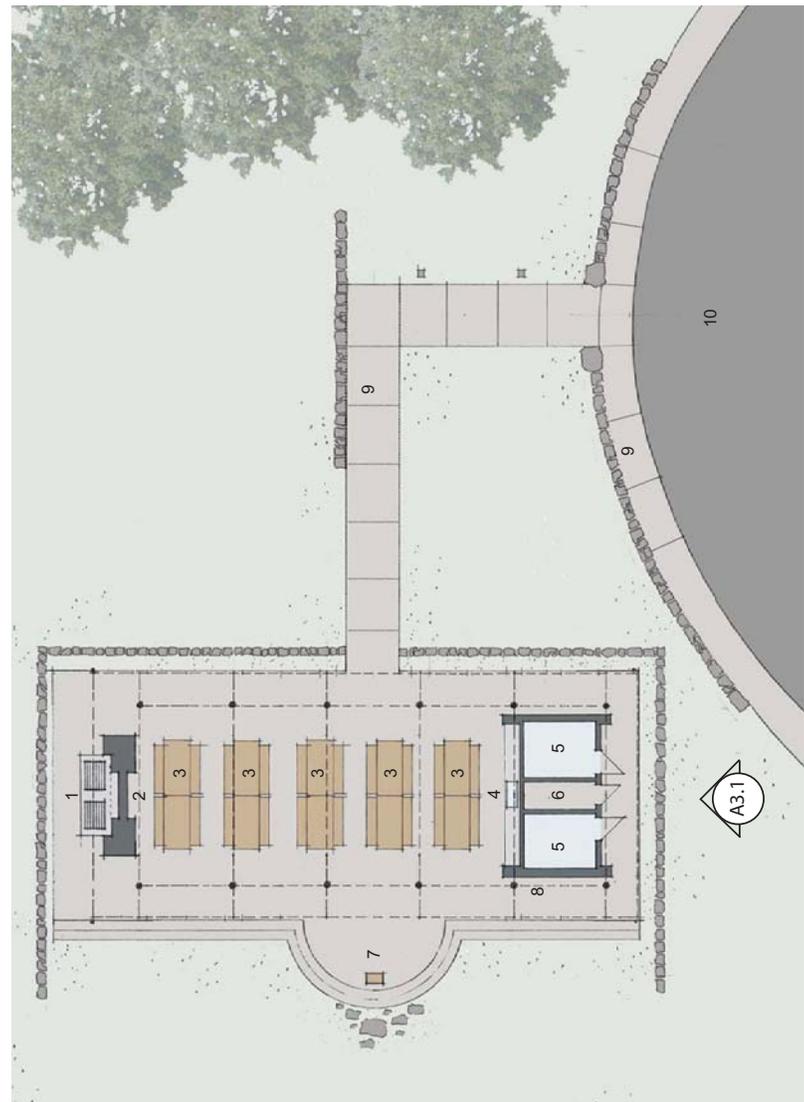


1 PROPOSED SITE PLAN

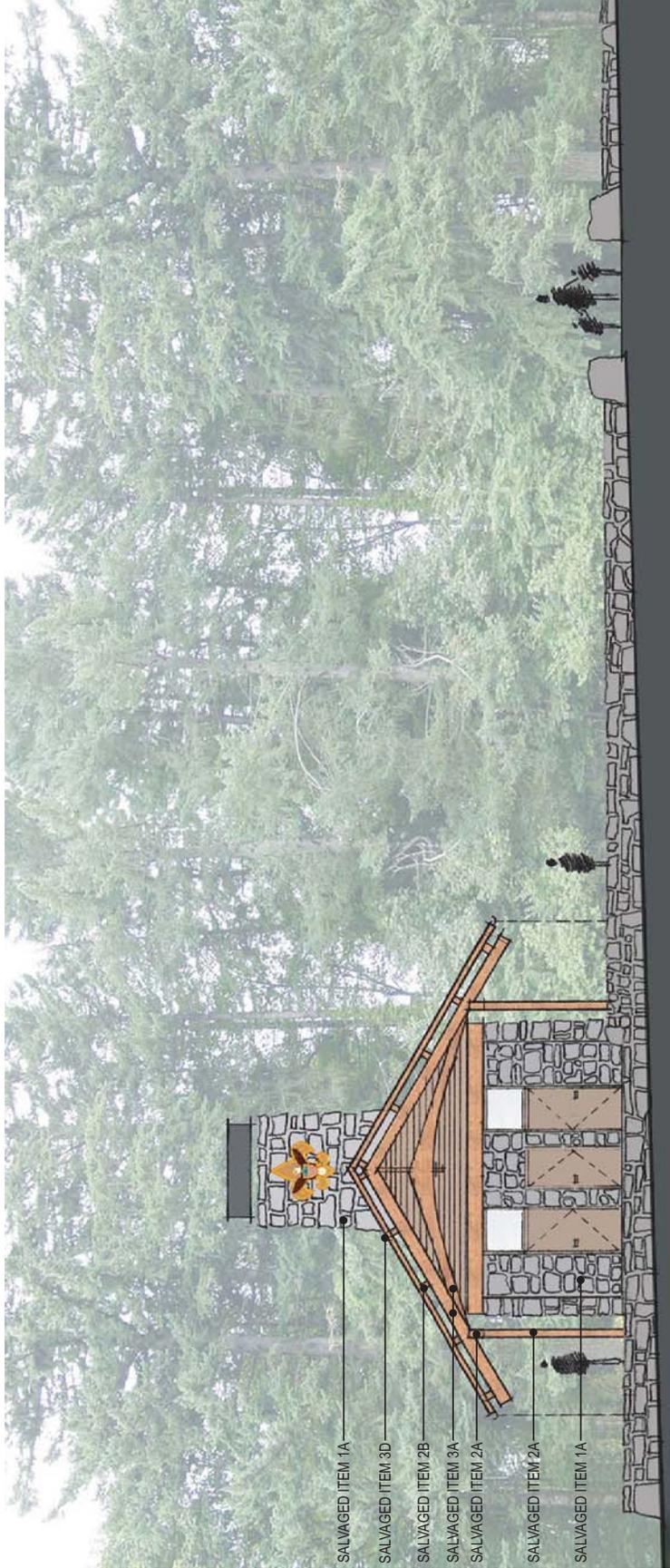
September 13, 2010  
 Happy Valley, Oregon

**DRAWING KEY**

1. BUILT IN BBQ GRILL, W/ INTEGRAL COAL DUMP
2. COMMEMORATIVE PLACARD WALL
3. (2) SALVAGED WOOD PICNIC TABLES
4. CONCRETE SERVICE COUNTER AND SINK
5. UNISEX RESTROOM
6. RESTROOM SERVICE CORRIDOR
7. PATIO
8. HOSE BIB
9. CONCRETE SIDEWALK
10. EXISTING DRIVE



**1** PROPOSED FLOOR PLAN  
 0 4 8 16



1 PROPOSED NORTH ELEVATION



September 13, 2010  
Happy Valley, Oregon

SCOUTERS MOUNTAIN PICNIC SHELTER

ELEVATIONS A3.1

# ELEVATIONS A3.2



1 PROPOSED EAST ELEVATION

September 13, 2010  
Happy Valley, Oregon

SCOUTERS MOUNTAIN PICNIC SHELTER



1 PROPOSED SOUTH ELEVATION

# ELEVATIONS A3.3

September 13, 2010  
Happy Valley, Oregon

SCOUTERS MOUNTAIN PICNIC SHELTER