



Metro Pioneer Cemeteries: Headstone and Monument assessment, repair and resetting

RFP 13-2169

Metro Parks and Environmental Services
600 NE Grand Ave.
Portland, OR 97232
503-797-1700

Project Manager
Rachel Fox, Cemetery Program Manager
503-797-1856
Rachel.fox@oregonmetro.gov

Procurement Analyst
Kim Bardes
503-797-1783
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Notice is hereby given that proposals for RFP 13-2169 for Metro Pioneer Cemeteries: Headstone and Monument assessment, repair and resetting shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on July 17, 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 13-2169)

I. INTRODUCTION

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

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

II. BACKGROUND & APPROACH

About Metro

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

Pioneer Cemeteries

Metro manages 14 historic pioneer cemeteries in Multnomah County. The cemeteries, the final resting places of some of Oregon's founding settlers, provide an invaluable glimpse into the history and heritage of the area. They are natural park like settings that offer community access to open space and passive recreation. The properties are diverse in habitat and in the communities that they serve. They are active facilities, offering traditional ground burial, urn burial and graveside services. These facilities do not have security and have minimal fencing, vagrancy and vandalism are unfortunate aspects of the current operations. In addition the care of these properties became inconsistent through the decades now requiring Metro to address deferred maintenance to forgotten graves, monuments, retaining walls and other amenities. Metro values partnerships with the community and the community has made significant investments in time and fundraising to support Metro's operations, because of this support Metro enjoys the assistance from various Friends groups and a Foundation. In recent years Metro has increased its support and awareness of the cemetery program and in 2011 a cemetery business, marketing and operations plan was developed that not only addressed business and marketing opportunities but also created an operations plan for improved operations for the perpetual care of these historic properties.

Approach and expected budget

The intent of this RFP is to provide Metro a list of qualified Contractors who provide "on call" services as it relates to headstone and monument repair and resetting within Metro's Pioneer Cemeteries. Metro will select one or more Contractors and will utilize this pool to complete specific assignments as the need arises. Because there is such a range of service needs, Metro needs to maintain maximum flexibility in how and when headstone and monument repair and resetting is provided. Contracts will be executed with each of the awarded Contractors that will establish the general requirements. During the term of the Contract, one or more of the qualified Contractors will be asked to respond to written requests for estimates for specific assignments pursuant to the awarded contract on an as-needed basis ("Work Order Request"). The Work Order Request will include a detailed description of services to be provided, specifications and a time period in which to complete the services requested. After receiving the Work Order Request, the Contractor shall provide Metro staff with a written "not to exceed" proposal including all cost and fees to complete the specific work. Contractor may not proceed with any work until a written Work Order has been approved by Metro. Most assignments are estimated to cost between \$100 and \$500. Contractors are not guaranteed to receive any certain number of assignments.

The proposed duration for this contract is from July 2012 to June 2017. The expected contract award for this work is dependent on the number of firms retained and by program areas selected. The overall budget is approximately \$20,000, but the actual budget will be determined prior to the start of each fiscal year and will be based on the needs of the program area.

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III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms and specialists to perform the services described below. Successful proposers will be required to execute a Public Contract in the form attached hereto as Exhibit A.

Services will be provided beginning July 2012 and ending in June 2017.

Summary of project goals

- Identify headstones and monuments that pose the highest risk for damage or personal injury due to size and extent of deterioration of mortar from the headstone base and the stone itself.
- Work with Metro to create a targeted plan to address the headstones in need of repair through a priority rating system.
- Repair vandalized and deteriorated stones in a consistent manner that is accepted by those in the historic conservation and preservation community.
- Document the repairs so that Metro may include this information for future operations and also share with the public in order to promote the standing of Metro cemeteries within the community.

Services and deliverables

Contractors shall guarantee all work. Contractors shall perform quality work in the specified time period. The Contractor may be called upon on an 'as need basis' for repair of vandalized headstones or moving headstones. Upon Metro's direction the Contractor shall assess the condition of upright monuments within a predetermined area of Metro cemeteries. This assessment shall ascertain the stability of the monument, its proximity to a pathway or roadway, the height, age and approximate weight of the stone. The assessment shall be given a ranking of High, Medium or Low in terms of the stone being a safety hazard. Metro will prioritize this list for repair and resetting.

Prior to repair/resetting the Contractor shall take into account the design features, type of stone, mortar used and previous repairs if any. The Contractor shall employ techniques in conservation of historic stone and masonry repair as prescribed within the conservation community, stone mason industry and that align with the National Park Service Preservation Planning Program.

Contractor shall NOT employ the following tools or solutions: pressure washer, sand blaster, metal tools, wire brushes, bleach and/or household cleaners, acids, abrasives, adhesive tape, adhesive such as Bondo, Liquid Nails or any other adhesives.

Contractor may use the following: soft natural bristle brushes, soft tooth brushes, wooden craft sticks or wooden skewers, sponges, protective eyeglasses and rubber gloves, clean rags, cotton swabs, compressed Air (60psi max) or small broom, wood boards, blocks and stakes for braces.

The Contractor must provide their own tools and materials including a hoist system.

Methods and Techniques

Metro will issue a Work Order Release which will prescribe the location of work that will include; cemetery, block(s), lot(s) and grave(s). Repairs may include stones that have been vandalized, broken, tagged with spray paint or severely scratched. When Metro calls upon the Contractor to conduct an assessment it shall only be as prescribed by Metro. Upon review of the assessment Metro will release a work order for repair which will include the cemetery, block, lot and grave location(s) of the monuments to be repaired or reset. Contractor shall complete services no more than six weeks from date of work order issue.

The Contractor shall employ the following techniques while conducting the assessment, repair and resetting:

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- 1) Landscaping: Contractor shall take care to preserve trees, shrubs, monuments, ground cover, and underground piping. Damaged landscaping, monuments and piping shall be replaced at Contractor's expense.
- 2) Photograph all sides of the stone before starting, and again when the repair is complete and the stone is dry.
- 3) Record the repair process with photographs and fill in the provided headstone survey worksheet with the date, the methods and chemicals used, any immediate change that was noted and document the condition of the stone when the repair is complete.
- 4) Identify all actions taken from start to finish, including the type of adhesive material or mortar mix used. If holes are drilled for blind pinning, record their locations and size, and the type and size of dowels used. Specifications or formulas for metal or other materials used should be documented, as well as any other treatment such as cleaning or infill. No action should be overlooked or considered too insignificant.
- 5) These records shall be sent to Metro electronically to be stored in Metro's archival system.

Repairing headstones and monuments

Overview – The Contractor shall always handle stones as extremely fragile items. The following are important conservation principles for repairing or otherwise conserving grave markers/headstones:

- The repair is less strong than the original.
- The repair is reversible.
- The repair respects the original material of the marker.
- The repair is as historically accurate as is reasonable and possible.
- The repair does not inhibit the natural permeability and breathe-ability of the stone.
- Before attempting to repair headstones in a historic cemetery, inspect stones carefully to assure that they have not developed previously unforeseen cracks, spalling or other weaknesses that would affect the repair.

The Contractor shall use the following techniques when repairing and resetting the headstone:

- Dry-fit the stone pieces, and inspect for gaps and/or missing pieces. Missing pieces can be replaced later with infill mortar.
- Clean the mating surfaces using water and a brush.
- Support the stone with wooden braces and wooden shims.
- Continually check the stone for plumb.
- Fill the gap around the headstone and create a small one-eighth inch fillet of mortar at the base to help shed water (a larger fillet [smooth, concave bead] would be prone to failure).
- Epoxy - Use low modulus, low viscosity epoxy, for, pinning, crack stabilization, and bonding broken stone fragments.
- Mortar –The use of straight Portland Cement is prohibited. For slot, stack or infill mortars the Contractor shall employ a mix of mineral-based mortar of lime, Portland cement, sand or stone dust aggregate with water.
- The Contractor must notify Metro before conducting any Blind Pinning with a base and a headstone.

Lifting and moving the stone

Headstones may weigh 160 to 180 pounds per cubic foot. Contractor shall use extreme care when lifting or moving stones to avoid personal injury or damage to the stone. Contractor shall take care in supporting the weight of the stone evenly, using nylon straps and boards to equalize the load. Larger stones shall be moved by two persons using a lifting pole with nylon straps, or with lifting devices such as a portable crane, or a tripod with chain hoist. Contractors shall avoid direct contact to the stone with contacting chains or other metal lifting objects such as metal bars and shovels.

If the base must be lifted, use the appropriate lifting techniques (previously described) to lift and place it on a lumber base for support. If the marker is still attached to the base, the following instructions will avoid damage to the marker:

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- Do not lift the base using the marker.
- Always support the marker while lifting the base.
- Do not lay the base and marker assembly on its side as the marker or the base could be damaged.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have at least five years experience providing three or more of the following services:

- Developing effective and measured preservation plans.
- Providing headstone repair and resetting services in historic cemeteries.
- Using restoration techniques that are generally accepted by the historic conservation, preservation community and that align with the National Park Service Preservation Planning Program.
- Assessment of stone type, mortar type and past repairs of headstones and monuments.
- Working with large monuments in excess of 150lbs.
- Proper techniques in historic stone cleaning.
- Advising clients on optimal repair and scheduling in accordance with a project's goals, strategies, timeline and budget.
- Coordinating with multiple parties to meet deadlines.

V. PROJECT ADMINISTRATION

Rachel Fox, Cemetery Program Manager, will be the overall project manager who will assign a designated point person from Metro who will manage the resulting Work Orders and provide assistance as necessary throughout the duration of contract terms to ensure the objectives of the contract are achieved. A part of the project team may include the Friends of Lone Fir Cemetery; who will provide additional guidance during the assessment and prioritization phases of the work. Metro staff will assign and manage work of Contractors. Metro staff shall have direct contact with Contractor's staff who will be performing the work. The Contractor shall assign one project manager to oversee the resulting contract.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Metro recommends proposal submission be emailed to rachel.fox@oregonmetro.gov or faxed to 503-797-1795. However, three (3) copies of the proposal can be mailed or hand-delivered to Metro, addressed to:

Metro Parks & Environmental Services Department
Attention: Rachel Fox, RFP #13-2169
600 NE Grand Avenue
Portland, OR 97232-2736

B. Deadline

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

C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to rachel.fox@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 July 10, 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

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Monument assessment	\$_____ per hour.
Repair	\$_____ per hour.
Restoration	\$_____ per hour.
Monument Resetting	\$_____ per hour.

- F. Experience/Examples of Work (three pages plus work samples): Use previous work samples to show how firm meets requirements listed in Section III and IV. Please submit three projects conducted over the past three years that involved services similar to the services required. To do this, for each project describe the following on a one-page, typed cover sheet:
- The project. Describe the project, the techniques and how success was measured.
 - References for each project—the client's name, title, role on the project, email address and telephone number
 - Identify employees/persons on the proposed project team who worked on each of the other projects listed, and list their respective roles.
- G. Diversity in Employment and Contracting:
- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
 - Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
 - Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.
- H. 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 the Metro contract number, an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

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- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of 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.
- 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. Contractor/staff experience	20
3. Similar project experience	15
4. Fee structure/rates	10
5. Approach/Project work plan	10
6. Examples of work	15
7. Diversity in Employment and Contracting	15
Work Force Diversity, Diversity in Contracting, Diversity of Firm	
	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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Sample of Public Contract for 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:

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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. 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

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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.

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

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include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, METRO shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with METRO.

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

ARTICLE XIII SAFETY

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.



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

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ARTICLE XVII ASSIGNMENT

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

ARTICLE XVIII 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.

ARTICLE XIX COUNTERPARTS

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

ARTICLE XX DELIVERY OF NOTICES

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

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

To Metro: Project Manager Name
Metro
600 NE Grand Ave
Portland, Oregon 97232
503-XXX-XXXX fax

CONTRACTOR

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

