

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 89-1155
ISSUANCE OF REQUEST FOR BIDS FOR)
PHOTOGRAMMETRIC SERVICES AT) Introduced by Rena Cusma,
ST. JOHNS LANDFILL) Executive Officer

WHEREAS, Landfill closure requires filling to
engineered final contours; and

WHEREAS, Metro must have a design tool to measure
remaining refuse capacity, plan when the engineered final
contours will be reached, and monitor settlement; and

WHEREAS, A 3-year contract will enhance accuracy by
providing increased measurement consistency; and


WHEREAS, Photogrammetric services (including aerial
photography, topographic mapping, and volumetric computations to
determine the remaining capacity) at St. Johns Landfill have been
provided since 1980; and

WHEREAS, The latest 3-year contract to provide
photogrammetric services, #86-10-177SW, has been completed (with
the exception of receipt of a final report); now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District
approves the issuance of the Request for Bids for photogrammetric
services at St. Johns Landfill.

ADOPTED by the Council of the Metropolitan Service
District this 12th day of October, 1989.



Gary Hansen, Deputy Presiding Officer

SOLID WASTE COMMITTEE REPORT

RESOLUTION NO. 89-1155, FOR THE PURPOSE OF AUTHORIZING ISSUANCE OF
REQUEST FOR BIDS FOR PHOTOGRAMMETRIC SERVICES AT ST. JOHNS LANDFILL

Date: October 4, 1989

Presented by: Councilor Gary
Hansen

Committee Recommendation: The Solid Waste Committee voted 3 to 0 to recommend Council adoption of Resolution No. 89-1155. Voting: Hansen, DeJardin and Wyers. Absent: Buchanan and Ragsdale. This action taken October 3, 1989.

Committee Discussion/Issues: Aerial photography, topographic mapping and volumetric computations are necessary to determine the remaining capacity at the St. Johns Landfill.

The Solid Waste staff printed out that as closure of the landfill gets closer, it is recommended that the frequency of the flyovers be increased. The proposed contract would provide for quarterly flyovers. The current contract provides for two flyovers per year.

There being no questions or issues raised by the Committee, the Committee voted to recommend adoption of Resolution No. 89-1155.

GH:RB:pa
A:\RAYB.110

October 13, 1989

Dear Bidders:

Attached you will find a Request For Bids for photogrammetric services.

We are very interested in receiving a Bid from your firm for this project.

Sincerely,

Joanna Karl, Senior Engineer
Solid Waste Department

Attachment

ADVERTISEMENT FOR BIDS

METROPOLITAN SERVICE DISTRICT

**REQUEST FOR BIDS
Bids Due Nov. 1, 1989**

Metro is soliciting bids for photogrammetric services at its St. Johns Landfill in Portland, Oregon. The work includes aerial photography, topographic mapping, and volumetric computations. The term of the contract shall be for three years (consisting of ten flyovers) and will include data reports following each event.

Sealed Bids must be delivered to the Solid Waste Department, Metro, 2000 SW First Avenue, Portland, OR 97201-5398, to the attention of Joanna Karl, Senior Engineer, no later than 3:00pm, November 1, 1989, at which time they will be publicly opened in Room 145.

Potential Bidders may obtain Bid documents by contacting Joanna Karl at 221-1646, ext. 212. Metro may reject any Bid not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all Bids upon a finding of the agency that it is in the public interest to do so.

REQUEST FOR BIDS

PHOTOGRAMMETRIC SERVICES

For Ten (10) Flyover Events

METROPOLITAN SERVICE DISTRICT

SOLID WASTE DEPARTMENT

**2000 S.W. First Avenue
Portland, Oregon 97201-5398**

(503) 221-1646

October 1989

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REQUEST FOR BIDS
FOR
PHOTOGRAMMETRIC SERVICES

INTRODUCTION

1. Background

The 50-year-old St. Johns Landfill is a full service general use sanitary landfill serving nearly all of the Portland metropolitan region. It is proposed to close on February 1, 1991.

The landfill is located in North Portland at 9363 N. Columbia Boulevard. The entire landfill, consisting of five distinct Subareas, is 254 acres.

The Metropolitan Service District (Metro) of Portland, Oregon is responsible for managing all aspects of solid waste disposal in the Portland metropolitan area. Metro has operated St. Johns Landfill, which is owned by the City of Portland, since 1980.

2. Invitation to Bid

The Metropolitan Service District (Metro) is soliciting Bids for aerial photograph, topographic mapping, and volumetric calculations. Services will include regular flyovers at quarterly intervals through October 1991, and semi-annual intervals to follow (April 1992).

Sealed bids must be delivered to the Solid Waste Department, Metropolitan Service District, 2000 SW First Avenue, Portland, OR 97201-5398, to the attention of Joanna Karl, Senior Engineer, no later than 3:00 p.m., Wednesday, November 1, 1989, at which time they will be publicly opened in Room 145.

The services and/or goods requested by this bid are described generally above. A more detailed description of services and/or items to be bid is contained in the Scope of Work and/or Specifications contained in these Bidding Documents.

Metro reserves the right to terminate this Contract between flyover events if the Contractor's performance is considered unsatisfactory. Termination of the Contract shall be in accordance with Article V of the Public Contract. (See Attachment 4.)

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Bidding Documents

The Bidding Documents (which may also be referred to herein as the Contract Documents) consist of the Advertisement for Bids, these General Instructions to Bidders, the Scope of Work, the proposal or Bid forms, bonds, any addenda, the Contract and any Specifications.

This RFB represents the most definitive statement Metro will make concerning information upon which Bids are to be based. Any verbal information which is not contained in this RFB, or in addenda to this RFB, will not be considered by Metro in evaluating Bids.

Any person contemplating the submission of a Bid shall have thoroughly examined all of the Bidding Documents. If there is any doubt as to the meaning or intent of these documents the Bidder shall request, in writing to Joanna Karl at least seven (7) calendar days prior to bid opening, an interpretation of the language in question. Any interpretation or change in the Bidding Documents will be made only in writing, in the form of an Addenda to the Bidding Documents which will be furnished to all Bidders receiving a set of the Bidding Documents.

In addition to the above, Metro may issue addenda to clarify or add to the RFB. In such an event, additional time to respond to the RFB or to provide supplementary material will be provided as appropriate.

Bidders shall submit with their Bids, or indicate receipt of, all Addenda. Metro will not be responsible for any other explanation or interpretations of said Bidding Documents.

2. Subcontractors; Disadvantaged Business Program

A subcontractor is any person or firm proposed to work for the prime Contractor on this project. Metro does not wish any subcontractor selection to be finalized prior to Contract award. For any task or portion of a task to be undertaken by a subcontractor, the prime contractor shall not sign up a subcontractor on an exclusive basis.

In the event that any subcontractors are to be used in the performance of this Agreement, the Contractor agrees to reach the goal of subcontracting 7 percent of the Contract amount to Disadvantaged Business Enterprises, and 5 percent of the Contract amount to Women Business Enterprises or make good faith efforts

to reach the goals as defined in Metro's Disadvantaged Business Program (Section 2.04.160 of the Metro Code). The Contractor shall contact Metro prior to negotiating any subcontracts. Metro reserves the right, at all times during the period of this Agreement, to monitor compliance with the terms of this paragraph and Metro's Disadvantaged Business Program.

A copy of the Metro Code relating to the Disadvantaged Business Program, Section 2.04, is attached. (See Attachment 5.)

All questions regarding DBE/WBE requirements should be addressed to the Contracts Officer, Mr. A. M. Hazen at (503) 221-1646.

3. Bidder's Understanding

Each Bidder must inform himself/herself of the conditions relating to the execution of the work, and it is assumed that he/she will make himself/herself thoroughly familiar with all the Bidding Documents. Failure to do so will not relieve the successful Bidder of his/her obligation to enter into a Contract and complete the contemplated work in strict accordance with the Bidding Documents.

Each Bidder shall inform himself/herself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, non-discrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees and similar subjects.

4. Type of Bid

Two types of Bids may be called for in the Bid Documents:

A. Unit Price

When a unit price Bid is utilized, the estimate of quantities of work to be done and/or goods to be supplied, is tabulated in the Bid and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of the Contract shall be made. Payment to the Contractor will be made on the measurement of the work actually performed and/or goods actually supplied by the Contractor as specified in the Bidding Documents. Metro reserves the right to increase or

diminish the amount of any class of work or goods as may be deemed necessary, unless otherwise specified.

B. Lump Sum

When the Bid for the goods and/or services is to be submitted on a lump sum basis, a single lump sum price shall be submitted in the appropriate place.

5. Preparation of Bids

All blank spaces in the Bid Forms must be filled in ink, in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and totals, unit prices will prevail.

Any Bid may be deemed non-responsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the Bidding Documents.

The Bidder shall sign his/her Bid in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized Power of Attorney must be on file with Metro prior to opening of Bids or submitted with the bid, otherwise the Bid will be regarded as not properly authorized.

6. Bid Contents

The Bid should contain not more than ten (10) pages of written materials (excluding references, bibliographies, biographies and brochures which may be included in an appendix), and should include the following:

- A. A transmittal letter indicating who will be assigned as the project manager and that the Bid will be valid for sixty (60) days.

- B. A certified check, cashier's check drawn on a bank in good standing, or a Bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of TWO HUNDRED AND FIFTY (\$250.00) dollars.
- C. Proof of insurance as described in the Bid Forms.
- D. All Bid Forms must be attached.
- E. A project work plan describing how each task in the Scope of Work will be completed within the given time frame. Indicate computational method to be used and its anticipated accuracy.
- F. Costs. Indicate the following: (1) the cost per task in the Scope of Work for each flyover itemized by labor and expenses and (2) the total cost per flyover, (3) the annual cost of each task, (4) the total annual cost of the proposal. The total cost of this contract should be included in the Bid Form as "Total Amount Bid."

Costs shall include all labor, expenses, and any other costs associated with the project. Costs should be itemized by labor and expenses.
- G. A list of projects that the Bidder's firm has conducted in the past three (3) years that are similar to the work required for this project. Include a description of each project and its scope (work tasks and project cost), client references, and phone numbers.

7. Submission of Bids

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Advertisement for Bids. Bids must be submitted in a sealed envelope, so marked as to indicate its contents without being opened, and addressed as per the instructions in the Advertisement for Bids.

8. Modification of Bid

Any Bidder may modify his/her bid by telegraphic or written communication addressed to the individual designated for receipt of Bids at any time prior to the scheduled closing time for receipt of Bids, provided such communication is received by Metro prior to the closing time. The telegraphic or written communication should not reveal the Bid price; it should, however, state the addition or subtraction or other modification so that the final prices or terms will not be known by Metro until the sealed Bid is opened. Oral and/or telephonic modifications are invalid and will not receive consideration.

9. Withdrawal of Bid

Any Bid may be withdrawn prior to the scheduled time for the opening of Bids either by telegraphic or written request addressed to the individual designated for receipt of Bids, or in person to the individual designated for receipt of Bids. No Bid may be withdrawn after the time scheduled for opening of Bids and until sixty (60) days after Bid opening.

10. Bid Security

Bids must be accompanied by a certified check, cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the site where the work is located, in the amount of not less than \$250.00. This Bid security shall be given as a guarantee that the Bidder will not withdraw his/her Bid for a period of sixty (60) days after Bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish any additional bond(s) required in the Special Instructions, if applicable.

The Attorney-in-Fact (Resident Agent) who executes any bond on behalf of the Surety must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

11. Return of Bid Security

Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than those which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. Performance and Labor and Material Bond

Within ten (10) days of Notice of Conditional Award and not later than sixty (60) days prior to each anniversary date of this contract, the successful Bidder shall execute and deliver to Metro an annually renewable Performance and Labor and Materials Bond on the form bound herewith or a Letter of Credit conditioned upon the faithful performance of the Contract and the payment of all labor and materials. Except that the term of the initial Bond or Letter of Credit shall be for a period from the execution of the Contract up to and including September 31, 1990; and that the subsequent Bond or Letter of Credit shall be for a period beginning October 1, 1990. The Performance and Labor and Materials Bond or the Letter of Credit shall be in the amount of 100% of the annual contract price.

Each such Bond or Letter of Credit shall be in effect for the term commencing with the applicable Contract anniversary date until the following anniversary date. Failure to execute and deliver the required annual Bonds or Letters of Credit to Metro at least sixty (60) days prior to the Contract anniversary date shall constitute a default by the Contractor under the terms of this Contract, but such failure shall not constitute a default under the Bond or Letter of Credit.

The Surety or Banking Institution furnishing this Bond or Letter of Credit shall have a rating of at least A and be of the appropriate class for the relevant bond amount according to Best's Key Rating System and shall otherwise have a sound financial standing and a record of service satisfactory to Metro and shall be authorized to do business in the state of Oregon. The Attorney-in-Fact (Resident Agent) who executes this Bond or Letter of Credit on behalf of the Surety or Banking Institution must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the Surety or Banking Institution on the date of execution of each Bond or Letter of Credit.

13. Basis of Award

The award will be made by Metro on the basis of the lowest, responsive, responsible Bidder whose Bid has not been rejected by Metro. The lowest bid will be determined from the price quoted under the item "TOTAL AMOUNT BID." In the event of failure of the lowest responsive, qualified Bidder to sign and return the Contract with any bond(s) required, Metro may award the Contract to the next lowest, responsive, qualified Bidder.

Metro reserves the right to waive any informality or irregularity in any Bid or Bids received and to reject any Bid not in

compliance with all prescribed public bidding procedures and requirements for the Contract Documents and may reject for good cause any or all bids upon a finding of the agency that it is in the public interest to do so.

14. Execution of Contract

The successful Bidder shall, within ten (10) days, not including Sundays and legal holidays, after receiving Notice of Award, sign and deliver to Metro the Contract attached hereto together with any bond(s) required by these Contract Documents.

15. Failure to Execute Contract and Furnish Bond

The Bidder who has a Contract awarded to him/her and who fails to promptly and properly execute the Contract and furnish any required bond(s) shall forfeit the bid security that accompanied his/her Bid, and the Bid security shall be retained as liquidated damages by Metro, and it is agreed that this sum is a fair estimate of the amount of damages Metro will sustain in case the Bidder fails to enter into a Contract and furnish the bond as herein before provided. Bid security deposited in the form of a certified check or cashier's check shall be subject to the same requirements as a Bid Bond.

16. Disqualification of Bidder

As authorized by ORS chapter 279, Metro may conduct such investigation as is necessary to determine the Bidder's qualifications including the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the apparent low Bidder shall submit such information as deemed necessary by Metro to evaluate the Bidder's qualifications to do the work.

17. Rejection of Bids

This RFB does not commit Metro to the award of a Contract, nor to pay any costs incurred in the preparation and submission of bids in anticipation of a Contract. Metro reserves that right to reject any Bid not in compliance with all prescribed public bidding procedures and requirements, and may, for good cause, reject any or all bids upon a finding by Metro that it is in the public interest to do so.

18. Contract Type

Metro intends to award a public contract with the selected firm for this project. A copy of the standard form contract which the successful firm will be required to execute is attached. (See Attachment 4.)

19. Billing Procedures

The billing procedures of the Contractor are subject to the review and prior approval of Metro before reimbursement of services can occur.

20. Validity Period and Authority

The Bid shall be considered valid for a period of at least sixty (60) days and shall contain a statement to that effect. The Bid 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 bid.

ATTACHMENTS

1. Bid Forms
2. Scope of Work
3. Sample Data Reports
4. Metro Standard Public Contract
5. Disadvantaged Business Program

Attachment 1: BID FORMS

BID FORMS

(TO BE SUBMITTED AT THE TIME OF BID OPENING)

NOTE TO BIDDER: Preferably type or use BLACK ink for completing this Bid form.

BID

To: Metropolitan Service District
Address: 2000 S.W. First Avenue, Portland, OR 97201-5398
Bid Title: Photogrammetric Services

Bidder:

Address:

Date:

Bidder's Person to Contact for Additional Information on this Bid

Name:

Telephone:

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all aspects, fair and without fraud, that the Bid is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined all the Contract Documents, that he/she has personally inspected the site, if required in the Contract Documents, that he/she has satisfied himself/herself as to the quantities and conditions of work involved, and that this Bid is made in accordance with the provisions and under the terms of all of the Contract Documents, which Documents are hereby made a part of this Bid.

This Bid is irrevocable for sixty (60) days following the opening of Bids.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he/she will, within ten (10) days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to Metro any bond(s) required herein, and will, to the extent of his/her Bid, furnish all machinery, tools, apparatus, and other means of operation and construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATE OF INSURANCE

The Bidder agrees to furnish to Metro, before commencing the work under this Contract, any certificates of insurance required by these Documents.

INSURANCE REQUIREMENTS

The Contractor shall provide (from insurance companies acceptable to Metro) the insurance coverage designated hereinafter and pay all costs therefor.

Before commencing work under this contract, the Contractor shall furnish Metro with certificates of insurance evidencing coverage as specified, naming Metro as an additional named insured and showing the expiration of policies. The Insurance Carriers, policies, and certificates shall meet the following criteria and/or contain substantially the following statements:

1. Carrier(s) shall have an A+ or better insurance rating.
2. This/these policy(ies) shall be considered as primary insurance and exclusive of any insurance carried by Metro and the insurance endorsed by this certificate shall be exhausted first, notwithstanding the fact that Metro may have other valid and collectible insurance covering the same risk.
3. This/these policy(ies) shall not be cancelled, reduced in coverage, nor materially altered until after sixty (60) days written notice of such cancelled, reduction or alteration in coverage shall have been received by Metro.
4. No act on the part of the insured shall effect the coverage afforded to Metro under the insurance covered by this certificate.
5. This/these policy(ies) consist only of insurance on an occurrence basis, not on a claims made basis.

Contract shall immediately increase the amounts of insurance required to reflect any changes in Oregon Law to ensure that the insurance provided shall cover, at a minimum and in addition to the designated insurance requirements listed below, the maximum limits under the Oregon Tort Claims Act, or any other applicable tort claims act.

Designated Insurance Requirements:

	LIMITS
1. (a) Workers' compensation covering all employees who are engaged in any any under the contract	Statutory (State of Oregon/Federal)
(b) Employers' liability including bodily injury caused by disease. Not less than	\$500,000
2. Commercial Automobile Liability including owned, now-owned and hired vehicles	
(a) Bodily injury (including death)	
(b) Property damage	
(a and b coverage)	\$1,000,000 combined single limit
3. Comprehensive General Liability and Protection and Indemnity, if applicable	
(a) Contractor's Public Liability:	
(i) Bodily injury (including death) and personal injury	
(ii) Broad Form Property Damage and Broad Form Property Damage including Completed Operations	
(i and ii coverage)	\$1,000,000 per occurrence/aggregate combined single limit bodily injury and property damage
(b) Metro's and Contractors' Protective Liability	
(i) Bodily injury (including death)	
(ii) Broad Form Property Damage and Broad Form Property Damage including Completed Operations	
(i and ii coverage)	\$1,000,000 per occurrence/aggregate combined single limit bodily injury and property damage

SALES AND USE TAXES

The Bidder agrees that all federal, state and local sales and use taxes are included in the stated bid prices for the work.

LUMP SUM OR UNIT PRICE WORK

The Bidder agrees to accept as full payment for the goods and/or service covered by this Bid the lump sum and/or unit price amounts supplied by Bidder. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to complete the Contract, including all allowances for overhead and profit.

PREVAILING WAGE FOR PUBLIC WORKS

If this project is a public work as defined in ORS 279.348, the undersigned, as Bidder on this project, hereby certifies that he/she will comply with ORS 279.350.

METROPOLITAN SERVICE DISTRICT
 BID SCHEDULE
 FOR
PHOTOGRAMMETRIC SERVICES

	<u>EACH FLYOVER</u> COST/TASK	<u>ANNUAL</u> COST/TASK
<u>YEAR 1: 1989-1990*</u> (4 times)		
2. Verify locations:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
3. Fly/photograph:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
4. Prints/negatives:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
5. Topographic map:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
7. Compute volumes:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
8. Data report:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
9. Floppy disk:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
TOTAL	_____	_____

*YEAR 1: Oct 1989, Jan 1990, Apr 1990, July 1990

	<u>EACH FLYOVER</u> COST/TASK	<u>ANNUAL</u> COST/TASK
<u>YEAR 2: 1990-1991*</u> (4 times)		
2. Verify locations:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
3. Fly/photograph:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
4. Prints/negatives:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
5. Topographic map:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
7. Compute volumes:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
8. Data report:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
9. Floppy disk:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
TOTAL	_____	_____

*YEAR 2: Oct 1990, Jan 1991, Apr 1991, July 1991

	<u>EACH FLYOVER</u> COST/TASK	<u>ANNUAL</u> COST/TASK
<u>YEAR 3: 1991-1992* (2 times)</u>		
2. Verify locations:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
3. Fly/photograph:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
4. Prints/negatives:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
5. Topographic map:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
7. Compute volumes:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
8. Data report:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
9. Floppy disk:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
TOTAL	_____	_____

*YEAR 3: Oct 1991, Apr 1992

TOTAL AMOUNT BID:

YEAR 1: _____
 YEAR 2: _____
 YEAR 3: _____
TOTAL AMOUNT BID \$ _____

ADDENDA

The Bidder hereby acknowledge that he/she has received Addenda Numbers _____ (Bidder insert No. of each Addendum received) to these specifications.

SURETY

If the Bidder is awarded a Contract on this Bid, the Surety who provides the Performance Bond and Labor and Materials Payment Bond will be

_____ whose address is
Name

_____ whose address is
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is _____

_____ doing business at

_____ Street _____ City _____ State _____ Zip _____

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in the Bid as principals are as follows:

Is the Bidder domiciled or registered to do business in the state of Oregon? Yes__ No__

Bidders not domiciled or registered to do business in Oregon who are awarded a public Contract in excess of \$10,000 must report to the Oregon Department of Revenue as provided in ORS 279.021.

If Sole Proprietor or Partnership

IN WITNESS, hereto the undersigned has set his/her (its) hand this ___ day of _____, 19__.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this ____ day of _____, 19__.

(SEAL)

Name of Corporation

By: _____

Title: _____

Attest: _____

Secretary

BID BOND

BOND NO. _____
AMOUNT: \$250.00

KNOW ALL MEN BY THESE PRESENTS, that _____
hereinafter called the PRINCIPAL, and _____

a corporation duly organized under the laws of the
State of _____ having its principal place of business at
_____, in
the state of _____, and authorized to do business in
the state of Oregon, as SURETY, are held and firmly bound unto The
Metropolitan Service District hereinafter called the OBLIGEE, in
the penal sum of TWO HUNDRED AND FIFTY DOLLARS (\$250.00),
for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS PRINCIPAL IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting his/her or its Bid for
PHOTOGRAMMETRIC SERVICES, and said Bid, by reference thereto, being
hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted,
and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL
shall execute the proposed Contract and shall furnish any bond(s)
required by the Contract Documents within the time fixed by the
Documents, then this obligation shall be void; if the PRINCIPAL
shall fail to execute the proposed Contract and furnish the
bond(s), the SURETY hereby agrees to pay to the OBLIGEE the penal
sum as liquidated damages, within ten (10) days of such failure.

Signed and sealed this _____ day of _____, 19__.

PRINCIPAL

By _____

SURETY

By _____
Attorney-in-Fact

PERFORMANCE AND PAYMENT BOND

(To be submitted within 10 days of Notice of Conditional Award or at least 120 days prior to each anniversary date of this Contract)

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____
as CONTRACTOR (Principal), and _____

_____ a corporation duly organized to do a general surety business in the state of Oregon, as SURETY, are jointly and severally held and bound unto The Metropolitan Service District, the OWNER (Obligee) herein, in the sum of _____ (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

This bond is executed under the authority of ORS Chapter 279, of the State of Oregon, the provisions of which are hereby incorporated into this bond and made a part hereof.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, _____ the CONTRACTOR entered into a certain Contract with The Metropolitan Service District, the OWNER, for PHOTOGRAMMETRIC SERVICES.

IN WITNESS:

NOW, THEREFORE, if the CONTRACTOR shall faithfully perform all the provisions of such Contract for the duration thereof, including the one-year guarantee period, and promptly pay all laborers, mechanics, subcontractors, materialmen, and all persons who shall supply such work and services, and save harmless the OWNER, its officers, agents, and employees from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of the work; and shall, in the time and manner, and under the terms and conditions prescribed, well and faithfully do, perform, and furnish all matters and things as by them in the Contract undertaken, and as by law, local, state, and federal, prescribed, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER:

In no event shall the SURETY be liable for a greater sum than the penalty of this bond.

The SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Contract Documents.

Signed and sealed this _____ day of _____, 19__.

(SEAL)

CONTRACTOR

SURETY

By: _____
Attorney-In-Fact

Approved as to form:

DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM

(To be submitted with Bid or Proposal)

Name of Metro Project: Photogrammetric Services

Name of Bidder: _____

Address: _____

Telephone: _____

In accordance with Metro's Disadvantaged Business Program, the above-named Bidder has accomplished the following:

- _____ 1. Has fully met the Contract goals and will subcontract _____ percent of the Contract amount to DBEs and _____ percent to WBEs.
- _____ 2. Has partially met the Contract goals and will subcontract _____ percent of the Contract amount to DBEs and _____ percent to WBEs. Contractor has made good faith efforts prior to Bid opening (or proposal submission date, as applicable) to meet the full goals and will submit documentation of the same to Metro within two d\working days of Bid opening (or proposal submission date).
- _____ 3. Will not subcontract any of the contract amount of DBEs or WBEs but has made good faith efforts prior to Bid opening (or proposal submission date, as applicable) to meet the contract goals and will submit documentation of such good faith efforts to Metro within two working days of Bid opening (or proposal submission date).

Authorized Signature

Date

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION FORM

1. Name of Metro Project Photogrammetric Services
2. Name of Bidder _____
 Address of Bidder _____
3. The above-named bidder intends to subcontract _____ percent of the Total Bid Price to the following Disadvantaged Business Enterprises (DBEs):

Names, Contact Persons, Addresses, and Telephone Numbers of DBE Firms Bidder Anticipates Utilizing	Nature of Participation	Dollar Value of Participation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

	Total	_____
Amount of Total Bid Price		_____
DBE Percent of Total Bid Price		_____

 Authorized Signature

Date: _____

THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING BID OPENING

WOMEN-OWNED BUSINESS ENTERPRISE UTILIZATION FORM

1. Name of Metro Project Photogrammetric Services
2. Name of Bidder _____
- Address of Bidder _____

3. The above-named bidder intends to subcontract _____ percent of the Total Bid Price to the following Women-Owned Business Enterprises (WBEs):

Names, Contact Persons, Addresses, and Telephone Numbers of WBE Firms Bidder Anticipates Utilizing	Nature of Participation	Dollar Value of Participation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

	Total	_____
Amount of Total Bid Price		_____
WBE Percent of Total Bid Price		_____

 Authorized Signature

Date: _____

THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING BID OPENING

SAMPLE OF REQUIRED LETTER OF AGREEMENT
BETWEEN GENERAL CONTRACTOR AND DISADVANTAGED BUSINESS SUBCONTRACTOR

(Company Letterhead)

Date:

DISADVANTAGED BUSINESS VENDOR
Name and Address

Reference: (Project Title)

Appropriate Salutation:

This letter is to advise that our firm is to be awarded a contract from the Metropolitan Service District for the above mentioned project.

Please sign this letter of agreement to verify that you will be entering into a subcontract with our company for furnishing (name of equipment, supplies, personal services, etc.)

_____ for an amount not less than \$_____ .

OR

Please sign this letter of agreement to verify that you will be entering into a subcontract with our company for construction of (list to exact work to be provided under this subcontract)

_____ for an amount not less than \$_____ .

Appropriate Closing,
Company Name

Name and Title of Person Signing

Signature

Disadvantaged Business/Vendor

NOTICE: This letter must be specific. If the disadvantaged business subcontractor intends to enter subcontract for furnishing materials only, then the specific material(s) and dollar value must be stated in this letter of agreement.

If the disadvantaged business subcontractor intends to provide labor, equipment, and materials for the construction of a certain part of the project, then a complete description must be stated in this letter of agreement.

Attachment 2: SCOPE OF WORK

The Scope of Work for the Contract will include the following provisions for each flyover event:

1. The Contractor shall identify a single person as project manager to work with Metro. The Contractor shall be responsible for any subcontractor work and shall be responsible for the day-to-day direction and internal management of the Contractor and subcontractor effort.
2. Verify locations of pre-established permanent ground reference points at the St. Johns Landfill as necessary in order to determine available landfill space by photogrammetry.
3. Fly and photograph the landfill quarterly for the first two (2) years of the contract, and semi-annually the third year of the contract. These flyover dates shall not be later than January 28, April 28, July 28, and October 28 as follows unless weather conditions make this impossible:

YEAR 1: Oct 1989, Jan 1990, Apr 1990, and July 1990
YEAR 2: Oct 1990, Jan 1991, Apr 1991, and July 1991
YEAR 3: Oct 1990, and Apr 1991
4. Produce and deliver to Metro 9" x 9" stereoscopic contact prints and negatives at 1"/500 foot scale. Also produce and deliver one (1) 30" x 36" color photographic print of the entire St. Johns Landfill.
5. Deliver one full size and one 8-1/2" x 17" mylar of a topographic map of the full landfill to Metro.
6. Deliver one (1) topographic map (2-foot contours) of the landfill to Metro staff (for review and designation of active and inactive fill areas). Delivery should be approximately fourteen (14) days before each flyover event is scheduled in order to provide adequate time for staff to make the designations and return the topographic maps
7. Digitize final grades provided by Metro for designated portions of the landfill. The designation will be based on a distinction between areas of active fill and post-closure settlement, as determined by Metro prior to each flyover event (Task 6). Compute the remaining volumes of the designated landfill portions.
8. Deliver three (3) copies of a written data report to Metro including the digitized cross sections of the existing and final grades and the volume computations. Include a brief discussion

of the computational method being used, its overall accuracy, and any specific problems encountered.

9. Deliver a digitized record on computer "floppy" disc for present and final grades accompanied by the appropriate earthwork software package that will be compatible with an IBM personal computer.
10. All materials described in Tasks 4, 5, 8, and 9 shall be delivered to Metro on or before March 1, June 1, September 1, and December 1 respectively.
11. Metro may require that Tasks 7, 8, and 9 - the volume computation and written and computerized data reports - be delayed or deleted after completing the flyover (for example, due to final engineering design and pending approval of new final grades for the St. Johns Landfill). Such notification by Metro will be given the Contractor at least fourteen (14) calendar days before the final day for flying and photographing the landfill. Metro also reserves the option to cancel an entire flyover event. If the entire event is to be canceled, notification by Metro will be given the Contractor at least thirty (30) calendar days before the final day for flying and photographing the landfill.

Attachment 3: SAMPLE DATA REPORTS

AERO-GEODETIC CORP.

DEC. 13, 1988

CROSS SECTION VOLUME COMPUTATIONS

VOLUMES BY AVERAGE-END-AREA

CUT TIMES 1.00, FILL TIMES 1.00

LEFT CATCH, CUT .0 , FILL .0

RIGHT CATCH, CUT .0 , FILL .0

TERRAIN: 1000 JOB #884145...FLOWN 11-2-88...LOT3A

DESIGN: 1000 EXTRACTED FROM DESIGN BLUE PRINT

STATION	CUT AREA	FILL AREA	CUT VOL	FILL VOL	ACCUM CUT	ACCUM FILL
-----	---(SQUARE FEET)---	---	-----	-----	-----	-----
112+00.00	.0	-608.2	.0	.0	0.	0.
113+00.00	168.2	-89.1	311.5	-1291.3	311.	-1291.
1000 11400.00	IS NOT IN THE DESIGN		FILE			
115+00.00	20.7	-318.8	699.8	-1510.5	1011.	-2802.
116+00.00	7.9	-371.0	53.0	-1277.4	1064.	-4079.
117+00.00	431.0	-1312.5	812.7	-3117.7	1877.	-7197.
118+00.00	371.9	-1280.8	1486.9	-4802.4	3364.	-11999.
119+00.00	222.1	-1587.5	1100.2	-5311.6	4464.	-17311.
1000 12000.00	IS NOT IN THE DESIGN		FILE			
120+40.00	514.2	-2032.0	1909.0	-9384.0	6373.	-26695.
1000 12100.00	IS NOT IN THE DESIGN		FILE			
122+00.00	167.4	-829.7	2019.5	-8479.2	8393.	-35174.
123+00.00	81.1	-249.1	460.3	-1997.9	8853.	-37172.
124+00.00	16.1	-447.5	180.2	-1290.0	9033.	-38462.
125+00.00	7.1	-779.8	43.1	-2272.7	9076.	-40735.
126+00.00	68.0	-1040.8	139.0	-3371.5	9215.	-44106.
127+00.00	.0	-636.0	125.9	-3105.2	9341.	-47211.

HORIZONTAL AREA = 666494. SF

TOTAL VOLUMES, CUT = 9341., FILL = -47211., NET = -37870.

SAMPLE DATA REPORTS (cont)

AERO-GEODETTIC CORP.
TERRAIN CROSS SECTIONS

DEC. 13, 1988

BASELINE 1000 JOB #884145...FLOWN 11-2-88...LOT3A

112+00.00

1281.76	35.24	1288.58	36.74	1296.10	38.38	1300.07	39.35
1308.72	40.48	1315.79	42.42	1323.07	44.44	1332.70	46.31
1336.51	47.51	1342.52	48.48	1349.29	50.12	1357.80	52.14
1363.77	53.71	1371.66	54.54	1377.99	55.13	1385.94	55.88
1391.62	56.41	1406.31	57.08	1417.22	57.68	1429.69	57.75
1442.11	58.42	1454.63	59.17	1490.00	61.00		

113+00.00

1280.55	36.37	1287.88	37.86	1292.95	38.98	1303.56	40.63
1308.34	42.35	1319.94	43.77	1330.42	45.79	1340.67	48.33
1348.17	50.13	1354.91	51.40	1361.02	52.89	1367.20	54.39
1372.37	55.36	1378.53	56.41	1384.97	57.08	1390.67	57.31
1400.88	57.90	1409.98	58.28	1418.62	58.58	1426.73	58.80
1439.65	58.80	1450.91	58.87				

114+00.00

1173.69	6.68	1181.97	10.72	1186.49	17.15	1197.05	20.59
1206.30	22.83	1210.79	23.66	1217.08	23.58	1224.43	23.28
1227.88	22.68	1233.30	23.88	1241.01	26.27	1250.52	28.59
1260.37	31.88	1272.32	34.72	1279.61	36.74	1286.16	38.46
1299.35	40.41	1311.68	42.35	1318.21	44.15	1328.86	45.72
1336.87	47.59	1346.56	49.75	1355.64	52.37	1364.57	54.24
1371.24	55.66	1377.62	57.08	1389.95	57.91	1403.26	58.50
1414.59	58.50	1422.20	58.73	1432.36	58.80	1442.75	58.80
1454.90	59.40	1467.13	60.00	1475.65	60.30	1483.58	60.67

115+00.00

1284.98	39.81	1291.52	41.16	1299.72	42.35	1309.31	43.85
1314.29	45.12	1323.50	46.69	1332.02	48.71	1344.49	51.10
1356.74	53.42	1365.08	55.74	1374.29	56.94	1386.18	57.61
1394.16	57.91	1404.46	57.98	1415.08	58.28	1426.11	58.88
1435.89	59.48	1443.29	59.55	1454.62	60.37	1464.32	60.45
1476.77	60.45	1484.63	60.60	1494.25	60.97		

Attachment 4: STANDARD PUBLIC CONTRACT

PUBLIC CONTRACT

THIS Contract dated this ____ day of _____, 1989, is entered into between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, hereinafter referred to as "METRO," and _____, whose address is _____, hereinafter referred to as the "CONTRACTOR."

BOTH PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

The 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 a period commencing _____, 19__ through and including _____, 19__.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in Attachment "B." Metro shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment "B."

ARTICLE IV

LIABILITY AND INDEMNITY

The CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of The

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 and hold harmless METRO, its agents and employees, 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 Contract. The CONTRACTOR is solely responsible for paying the CONTRACTOR's subcontractors. Nothing in this Contract shall create any contractual relationship between any subcontractor and METRO.

ARTICLE V TERMINATION

METRO may terminate this Contract upon giving the CONTRACTOR seven (7) days written notice. In the event of termination, the CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against the CONTRACTOR.

ARTICLE VI INSURANCE

The CONTRACTOR shall maintain such insurance as will protect the CONTRACTOR from claims under Workers' Compensation Acts and other employee benefits acts covering all of the CONTRACTOR's employees engaged in performing the work under this Contract; and from claims for damages because of bodily injury, including death and damages to property, all with coverage limits satisfactory to METRO. Liability insurance shall have minimum coverage limits of at least the dollar amounts listed in ORS 30.270. Additional coverage may be required in the Scope of Work attached hereto. This insurance must cover the CONTRACTOR's operations under this Contract, whether such operations be by the CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them. The CONTRACTOR shall immediately increase the amounts of liability insurance required to reflect any changes in Oregon Law so that the insurance provided shall

cover, at a minimum, the maximum liability limits under the Oregon Tort Claims Act.

If required in the Scope of Work Attached hereto, the CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an 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.

The CONTRACTOR shall not be required to provide the liability insurance described in this Article if an express exclusion relieving the CONTRACTOR of this requirement is contained in the Scope of Work.

ARTICLE VII

PUBLIC CONTRACTS

The CONTRACTOR shall comply with all applicable provisions of ORS Chapters 187 and 279 and all other conditions and terms necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of ORS 187.010-.020 and 279.31-.430.

ARTICLE VIII

ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX

QUALITY OF GOODS

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. The 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 the CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X

OWNERSHIP OF DOCUMENTS

All Documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produces by the CONTRACTOR pursuant to this Agreement are the property of METRO and it is agreed by the parties hereto that such Documents are work made for hire. The CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such Documents.

ARTICLE XI

SUBCONTRACTORS; DISADVANTAGED BUSINESS PROGRAM

The CONTRACTOR shall contact METRO prior to negotiating any subcontracts and the 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 to no increase in the CONTRACTOR's compensation shall result thereby. All subcontractors related to this Contract shall include the terms and conditions of this Agreement. The CONTRACTOR shall be fully responsible for all of its subcontractor as provided in Article IV.

If required in the Scope of Work, the CONTRACTOR agrees to make a good faith effort, as that term is defined in METRO's Disadvantaged Business Program (Section 2.04.160 of the Metro Code) to reach the goals of subcontracting ___ percent of the contract amount to Disadvantaged Business Enterprise and ___ percent of the contract amount to Women-Owned Business Enterprise. METRO reserves the right, at all times during the period of this Agreement, to monitor compliance with the terms of this paragraph and METRO's Disadvantaged Business Program.

ARTICLE XII

RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due the CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from the CONTRACTOR's performance or failure to perform under this Agreement or the failure of the CONTRACTOR to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if the CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due the CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and the CONTRACTOR shall have no right to such sums to the extent that the CONTRACTOR has breached this Contract.

ARTICLE XIII

SAFETY

If services of any nature are to be performed pursuant to this Agreement, the 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 provision 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 Bidding Documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding if this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and the CONTRACTOR and superseded all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and the

CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV
ASSIGNMENT

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

CONTRACTOR

METROPOLITAN SERVICE DISTRICT

By: _____

Title: _____

Date: _____

Attachment 5: DISADVANTAGED BUSINESS PROGRAM

:jk
SJ-FLY.RFB
09/21/89

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 89-1155 FOR THE PURPOSE
OF AUTHORIZING ISSUANCE OF A REQUEST FOR BIDS FOR
PHOTOGRAMMETRIC SERVICES AT ST. JOHNS LANDFILL

Date: September 27, 1989

Presented by: Bob Martin

FACTUAL BACKGROUND AND ANALYSIS

Since November 1986, photogrammetric services at St. Johns Landfill - such as aerial photography, topographic mapping, and volumetric computations to determine the remaining capacity - have been provided as part of Contract #86-10-177SW. Upon receipt of final reports this contract, which also provides independent landfill inspections, will be completed.

As the St. Johns Landfill gets closer to closure, it becomes imperative that information regarding remaining refuse capacity be updated regularly and consistently. In order to provide regular updates the Request for Bids requires quarterly flyovers - twice the frequency of the current contract. To provide an accurate and comparable measurement tool until closure, it is important that the remaining refuse volume data be as consistent as possible from year to year. A 3-year contract with the same vendor each year will promote such consistency.

BUDGET IMPACTS

\$100,000 has been allocated in fiscal year 1989-90 for Engineering Services for the Annual Report, which is for both photogrammetric and inspection services at St. Johns Landfill. The inspection services will be solicited on a separate Request for Proposals.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 89-1155 which authorizes the issuance of an RFB for solicitation of photogrammetric services at St. Johns Landfill.

jk:ay
SW891155.RES
September 27, 1989