

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 95-2175
ISSUANCE OF THE REQUEST FOR)
QUALIFICATIONS/PROPOSALS FOR)
PROPERTY ACQUISITION SERVICES)
FOR THE OPEN SPACES, PARKS AND) Introduced by
STREAMS PROGRAM) Regional Facilities & Finance
) Committees

WHEREAS, Metro staff have prepared the Request for Qualifications/Proposals (RFQ/P) for Property Acquisition Services for the Open Spaces, Parks and Streams Program which is attached as Exhibit A and would result in multi-year contracts; and

WHEREAS, the RFQ/P is designed to select several different consultants and/or firms with expertise in several different areas of property acquisition; and

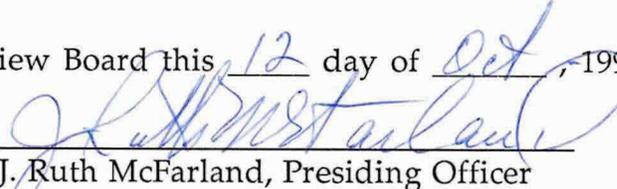
WHEREAS, the selected consultants and/or firms would be utilized on an "on call" basis to augment Metro's existing staff to perform the work necessary to ensure the Open Spaces Program goals are met; and

WHEREAS, Metro Code section 2.04.033, requires Metro Contract Review Board approval prior to issuance of RFQ/P for multi-year contracts, now, therefore,

BE IT RESOLVED, That the Metro Contract Review Board take the following action:

1. Authorize the issuance of the attached RFQ/P for Property Acquisition Services for the Open Spaces, Parks and Streams Program, attached as Exhibit A.
2. Authorize the Metro Executive Officer to enter into multi-year contracts with the selected contractors which are not materially altered from the RFQ/P.

ADOPTED by the Metro Contract Review Board this 12 day of Oct, 1995.



J. Ruth McFarland, Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

Staff Report

CONSIDERATION OF RESOLUTION NO. 95-2175 AUTHORIZING ISSUANCE OF THE REQUEST FOR QUALIFICATIONS/PROPOSALS FOR PROPERTY ACQUISITION SERVICES FOR THE OPEN SPACES, PARKS AND STREAMS PROGRAM

Date: September 27, 1995

Presented by: Berit Stevenson

Factual Background and Analysis

Metro staff have prepared a Request for Qualifications/Proposals for property acquisition services to be utilized in conjunction with the Open Spaces, Parks and Streams Program. The RFQ/P is intended to identify qualified consultants in several different areas of expertise needed to accomplish the property acquisition element of the Program. The professionals which are the subject of this RFQ/P are appraisers, negotiators, biologists, surveyors, civil engineers, environmental auditors, planners/landscape architects and construction managers.

Using this RFQ/P, multiple consultants in each of the above listed disciplines would be selected. Master contracts would be executed with each of the selected consultants which would establish the general requirements. During the term of the master contract, one or more of the selected consultants would be asked to respond to individual assignments to perform certain services related to their field of expertise. The assignments will be specific to an individual property transaction, target area or trail. Consultants will be asked to indicate their availability to perform the work within the stated time requirements and their cost based on the amount of time anticipated to complete the work. In addition, consultants will be asked to fully disclose any conflicts of interest they may have in regards to the specific property.

The RFQ/P indicates that consultants are not guaranteed to receive any certain number of assignments. However, Metro staff have estimated that, on average, 75 individual property transactions per year will be completed and that transactions will require from one to four of the specified contracted services. It is estimated that most assignments should cost between \$1,500 to \$7,500.

The master contracts will include contract terms from three to five years. Metro Contract Review Board approval is required prior to issuance of multi-year contract per Metro Code Section 2.04.033.

Budget Impact

The overall program budget for the Open Spaces, Parks and Streams has allocated \$2.5 million for miscellaneous professional services. Careful fiscal management throughout the Program will ensure that adequate funds are available for these contracted services.

Recommendation

Metro staff recommend issuance of the attached RFQ/P for Property Acquisition Services for the Open Spaces Parks and Streams Program.

EXHIBIT A

REQUEST FOR QUALIFICATIONS/ PROPOSALS for PROPERTY ACQUISITION SERVICES for the OPEN SPACES, PARKS AND STREAMS PROGRAM

INTRODUCTION

Metro, the regional government, is soliciting written qualifications/proposals from qualified consultants to provide **Property Acquisition Services** for the Metro Open Spaces, Parks and Streams Program (Open Spaces). Many different areas of expertise are required and are the subject of this Request for Qualifications/Proposal (RFQ/P). The intent of this RFQ/P is to provide Metro with a list of qualified firms that would be under contract to provide "on call" services, as required. These services are intended to augment the existing Metro staff capabilities and provide specific expertise for conducting work to ensure program goals are met. Proposers must submit a separate proposal for each of the area of expertise they desire to be considered. The tasks necessary to perform the work are described in the section titled Scope of Work. Any questions concerning this RFQ/P should be addressed to Berit Stevenson, Administrative Services Department.

GENERAL PROPOSAL INFORMATION

Qualifications/Proposals will be received at the offices of Metro, Regional Parks and Greenspaces Department, 600 Northeast Grand Avenue, Portland, Oregon 97232, Attention: Berit Stevenson, until 5:00 p.m. PDT, October 27, 1995. Submittals should be delivered to the Regional Parks and Greenspaces Department clearly marked "Qualifications/Proposal - Property Acquisition Services - Open Spaces". Each submittal must be in the format described in this RFQ/P. A mandatory meeting will be held at Metro Regional Center on October 23, 1995 in meeting room 370A at 10:00 AM to brief consultants on the project.

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the proposals for which Proposers request exception from disclosure consistent with Oregon law.

Metro and its Contractors will not discriminate against any person based on race, color, national origin, sex, sexual orientation, age, religion, physical disability, political affiliation or marital status.

BACKGROUND / HISTORY OF THE PROJECT

A \$135.6 million General Obligation bond was approved by the voters of the Metro region which consists primarily of Multnomah, Washington and Clackamas counties in May 1995. The funds will be used by Metro to acquire approximately 6,000 acres in 14 target areas and 5 trail corridors throughout the Metro region. In addition to fee simple, a variety of other property rights will likely be acquired such as timber and development rights, conservation easements, trail or access easements. Metro estimates that the program will be substantially complete within three to five years, however, because this is a willing seller program, certain parcels may

take longer to acquire. Metro expects to utilize the services of a variety of professional consultants to assist with this program. For the purposes of this RFQ/P, specifically, appraisers, negotiators, biologists, surveyors, civil engineers environmental auditors, planners/landscape architects and construction managers will be utilized to assist Metro staff to accomplish the goals of the Open Spaces program.

PURPOSE OF THIS RFQ/P

The purpose of this RFQ/P is to identify interested and qualified appraisers, negotiators, biologists, surveyors, civil engineers, environmental auditors, planners/landscape architects and construction managers who are willing and able to perform a variety of real property acquisition related services within their area of expertise on an as needed basis. Using this RFQ/P, multiple consultants in each of the above listed disciplines will be selected. Master contracts will be executed with each of the selected consultants which will establish the general requirements. During the term of the master contract, one or more of the qualified consultants will be asked to respond to individual assignments to perform certain services related to their field of expertise. The assignments will be specific to an individual property transaction, target area or trail. Consultant(s) will be asked to indicate their availability to perform the specific assignment within the stated time requirements, their cost based on the amount of time anticipated to complete the work. In addition, consultants will be asked to fully disclose any potential conflicts of interest consultant may have based on the subject of the assignment and any interest the consultant has in the property or any other related property.

Consultants are not guaranteed to receive any certain number of assignments; however, Metro anticipates that the number of individual property transactions in which services of one or more of the listed disciplines will be required is in excess of 75 per year. Most assignments are estimated to cost between \$1,500 to \$7,500.

It is anticipated that some multi-disciplinary firms could be qualified to provide services in more than one of the above disciplines. Proposers may submit and be considered for more than one discipline; however, a separate submittal must be prepared and submitted for each discipline in which Proposer would like to be considered.

PROPOSAL INSTRUCTIONS

1. Deadline and Submission of Qualifications/Proposals

Six copies of the submittal shall be furnished to Metro addressed to:
Metro, Administrative Services Department, 600 NE Grand Avenue, Portland, OR 97232
ATTN.: Berit Stevenson.

The submittal should be clearly marked "Qualifications/Proposal - Property Acquisition Services Open Spaces." In addition, indicate the area of expertise for which the submittal is being submitted. **Submittals will be returned and not considered if received after 5:00 p.m. PDT, October 27, 1995. Postmarks are not acceptable.**

Proposers may withdraw their Qualifications/Proposal in person, or by written or telegraphic request prior to the scheduled closing time for submitting Qualifications/Proposals.

2. Basis for Qualifications/Proposals

This RFQ/Ps represents the most definitive statement Metro will make concerning the information upon which the submittals are to be based. Any information which is not addressed in this RFQ/P will not be considered by Metro in evaluating the submittals. All questions relating to the RFQ/P should be addressed to Berit Stevenson, Administrative Services Department. Any questions which in the opinion of Metro warrant a written reply or RFQ/P amendment will be furnished to all parties receiving this RFQ/P. Metro will not respond to questions received after 5:00 p.m., October 23, 1995.

3. Selection Committee

Metro will appoint a Selection Committee(s) to review the submittals received and, if interviews are deemed by the Selection Committee(s) to be necessary, to interview Proposers. (Separate Selection Committees may be appointed for the various disciplines to be considered.) The Selection Committee(s) will make recommendations to the Metro Executive Officer regarding their selections at the conclusion of their deliberations. If interviews are deemed necessary, they will be scheduled at the respective Selection Committee's discretion.

4. Award of Contracts

Metro intends to award Contracts to the Proposers which, after considering the recommendations of the Selection Committee(s), Metro finds best fits the needs of Metro to provide Property Acquisition Services in accordance with the requirements set out in this RFQ/P.

5. Information Release

All proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in the response to this RFQ/P. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity.

6. Minority and Women - Owned Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100 & 200.

Copies of that document are available from the Risk and Contracts Management Division of Administrative Services, Metro, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797 - 1717.

QUALIFICATIONS/PROPOSAL CONTENTS

The submittal should contain not more than five (5) pages of written material (excluding resumes and brochures which may be included in an appendix), describing the ability of the Proposer to perform the work requested. Contents of the submittal should be as follows:

1. Transmittal Letter

Indicate name, address of Proposer, date established, and brief description of Proposer's background and relevant experience. Also indicate that the Qualifications/Proposal is valid for sixty (60) days.

2. Statement of Approach

Give a written explanation of your understanding of the effort needed to perform the requirements of the Contract, and why your firm should be selected. Include discussion of your ability to assign personnel to projects on short (one or two week) notice and to meet aggressive schedules. To expedite the process, Metro desires to have direct contact with the staff who would be performing the work.

3. Staffing/Project Manager Designation

Identify specific personnel assigned to major project tasks, their roles in relationship to the services required and specific qualifications. Include resumes of individuals proposed for this contract.

4. Experience

Include a description of your past relevant projects and/or work experience. Describe the experience, training and credentials of the staff who would be assigned to perform the work for Metro. Specific expertise in the 14 target areas and 5 trail corridors should be specifically noted (see attachment A).

5. Budget/Cost

Submit a schedule of fees and/or hourly rates for staff to be assigned to perform work. Proposers may include an annual increase intended to keep pace with inflation. All reimbursable expenses shall be at cost. Metro expects to receive the Proposers most favorable rates.

6. Exceptions, Suggestions & Comments

To facilitate evaluation of Qualifications/Proposals, Metro wishes that all Proposers adhere to the format outlined in this RFQ/P. Proposers wishing to take exception to, or comment on any specified criteria within this RFQ/P, including the Personal Services Agreement, are encouraged to document their concerns in this part of the submittal. Exceptions, suggestions and comments should be succinct, thorough and organized.

GENERAL PROPOSAL AND CONTRACT CONDITIONS

1. Limitation and Award

This RFQ/P does not commit Metro to the award of a contract(s), nor to pay any costs incurred in the preparation and submission of Qualifications/Proposals in anticipation of a contract. Metro reserves the right to accept any or all Qualifications/Proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this RFQ/P.

2. Contract Type

Metro intends to award multi-year Contracts with the selected firms. It is anticipated that the contract length might run from 3 to 5 years. A copy of the standard agreement form which the successful firms will be required to execute is attached as Attachment B. Any qualifications or concerns with this must be raised at the time of submittal.

3. Validity Period and Authority

The Qualifications/Proposal shall be considered valid for a period of 60 days and shall contain a statement to that effect. The submittal shall contain the name, title, address and telephone number of an individual or individuals with authority to bind the proposing firm during the period in which Metro is evaluating the submittals.

4. Conflict of Interest

A Proposer submitting Qualifications/Proposal thereby certifies that no officer, agent, or employee of Metro has a pecuniary interest in the submittal; that the submittal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

5. Appeals

Appeals of the award of the Contract(s) should be addressed to the Metro Contracts Administrator, Risk and Contracts Division, 600 NE Grand Avenue, Portland, Oregon 97232. Appeals shall be submitted in writing within five working days of the postmarked Notice of Award or disqualification. Appeals must describe the specific citation of law, rule, regulation, or practice upon which protest is based. The judgment used in the evaluation by individual members of the Selection Committee(s) is not grounds for appeal.

EVALUATION OF QUALIFICATIONS/PROPOSALS

1. Evaluation Procedure

Submittals received that conform to the requirements of this RFQ/P will be evaluated. The evaluation will be based on the evaluation criteria identified in the following section, and performed by a Selection Committee(s) appointed by Metro. After review of the written submittals, the Selection Committee(s) may determine, at their sole discretion, to conduct

interviews with one or more of the Proposers. In addition, the Selection Committee(s) may request clarifying information of any Proposer during the evaluation process .

2. Evaluation Criteria

The Qualifications/Proposals submitted will be evaluated using the following evaluation criteria and point system:

A.	Professional qualifications & relevant experience	50 points
B.	Approach to project	30 points
C.	Fee proposal	20 points
	Total Possible Points	100

SCHEDULE

The following schedule has been established for this RFQ/P:

RFQ/P issued	October 13, 1995
Mandatory meeting	October 23, 1995
Last date for questions	October 23, 1995
Proposals due	October 31, 1995
Contractors selected	November 10, 1995
Contracts executed	November 17, 1995
Contract commencement	November 17, 1995

SCOPE OF WORK

1. General

Contractor will assist Metro staff in their efforts to acquire real property interests in specified sites throughout the Metro region in support of the Open Spaces Program. Specific assignments related to individual parcels of property will be given to Contractor which will include a description of the services to be rendered, the cost of such services (time and materials basis) and a time period in which to complete the assigned tasks. Contractor will not proceed with work until a written assignment, properly executed by Metro, has been received.

2. Scope of Services

The following text will provide a basic scope of services for each identified discipline. This list of services will be used to evaluate the consultant's qualifications to perform work within their individual areas of expertise. Submittals must address the individual staff expertise in the disciplines a firm wishes to be considered for selection. It is assumed that the Consultant has all necessary support personnel, materials, computers, software, etc. required to provide these services.

2.1 Real Property Appraiser

- Prepare a narrative appraisal on subject property based on a determination of fair market value. All work shall be performed to federal, ODOT and USPAP standards. Three bound originals of the narrative appraisal addressed to Todd Sadlo, Metro Legal Counsel will be required. Unless requested in a specific assignment, the appraisal should not contain general information about the vicinity in which the parcel is located.
- Provide review of appraisals prepared by qualified appraisers, as requested.
- Prepare estimates of value in cases where a standard appraisal is not required, such as preliminary estimates for budgeting purposes, and estimates for cost comparison purposes.

2.2 Negotiators

- Conduct site visits, research and prepare reports of findings for property acquisition cost estimates, attend public meetings, conduct advance liaison with potential affected property owners, and keep a property specific diary.
- Work with Metro staff to determine actual property needs relative to program objectives.
- Assist Metro staff in conducting meetings with property owners, public agency staff and others as necessary to accomplish work tasks.
- Act as acquisition agents in conducting negotiations with property owners, as directed.
- Assist in preparing documents and other tasks necessary to insure timely closing and transfer of property.

2.3 Surveyors

Surveying services as requested. The specific assignments will vary depending on Metro's anticipated use of the parcel. Services which may be requested include:

- ALTA Surveys that meet the required standards for extended coverage with the insurance companies.
- Boundary Surveys in recordable form for filing with County Surveyor's offices.
- Topographical Surveys, lot line adjustments, partitioning , etc.
- Prepare and/or review legal descriptions, both narrative and maps, for subject properties.
- Perform related services as requested.

2.4 Environmental Auditors

- Conduct preliminary environmental site assessments to determine environmental risks and the need for further "due diligence" examination.
- Conduct Phase I Site Assessments and/or Phase II Remedial investigation and Characterization of environmental hazards. These assessments include both site inspection and records search.
- Provide laboratory services as requested. These may include site monitoring, sample collection (both surface and subsurface), sample lab analysis, and data interpretation.
- Provide consultation and plan development services for cost effective remedial actions related to environmental hazards which are compliant with applicable environmental guidelines, regulations and laws.

2.5 Biologist

- Conduct preliminary biological site assessment to determine the biological importance of subject property. Assessment may include review of wetlands, streams, riparian area, timbered area for fish and mammal habitat value.
- Interview interested parties; assist in Target Area refinement process.
- Prepare wetlands delineations and determinations as directed.
- Provide written evaluation of biological assessment; consult with Metro staff as requested to determine biological significance of subject property.
- Areas of discipline helpful in this assessment may include general biology, zoology, botany, ecology, natural history, hydrology, herpetology, geography and environmental sciences.

2.6 Civil Engineers

- Assist appraiser in determining highest and best use of properties.
- Assist Metro staff and other contractors as requested.

2.7 Planners/Landscape Architects

- Assist staff in the refinement and planning process to determine potential right-of-ways for Trail Corridors and acquisitions priorities.
- Assist Metro in Rails to Trails inventories, studies and planning activities.
- Work with local land use agencies to determine highest and best use of subject property, existing land use protections for environmentally significant areas, etc.

2.8 Construction Managers

- Assist Metro in managing all aspects of park facility and trail construction projects including preparation of drawings and governmental bid processes.

3. Organization

Metro staff will identify projects requiring consulting services within the above described disciplines. Metro staff will assign and manage all work of Consultants. Metro staff shall have direct contact with Consultant's staff who will be performing the work. Consultants will cooperate with Metro staff and other consultants as directed to perform the services required. Metro will cooperate fully with Contractor to achieve the objectives of the contract by providing Contractor information and direction in a timely and effective manner.

4. Billing Procedures

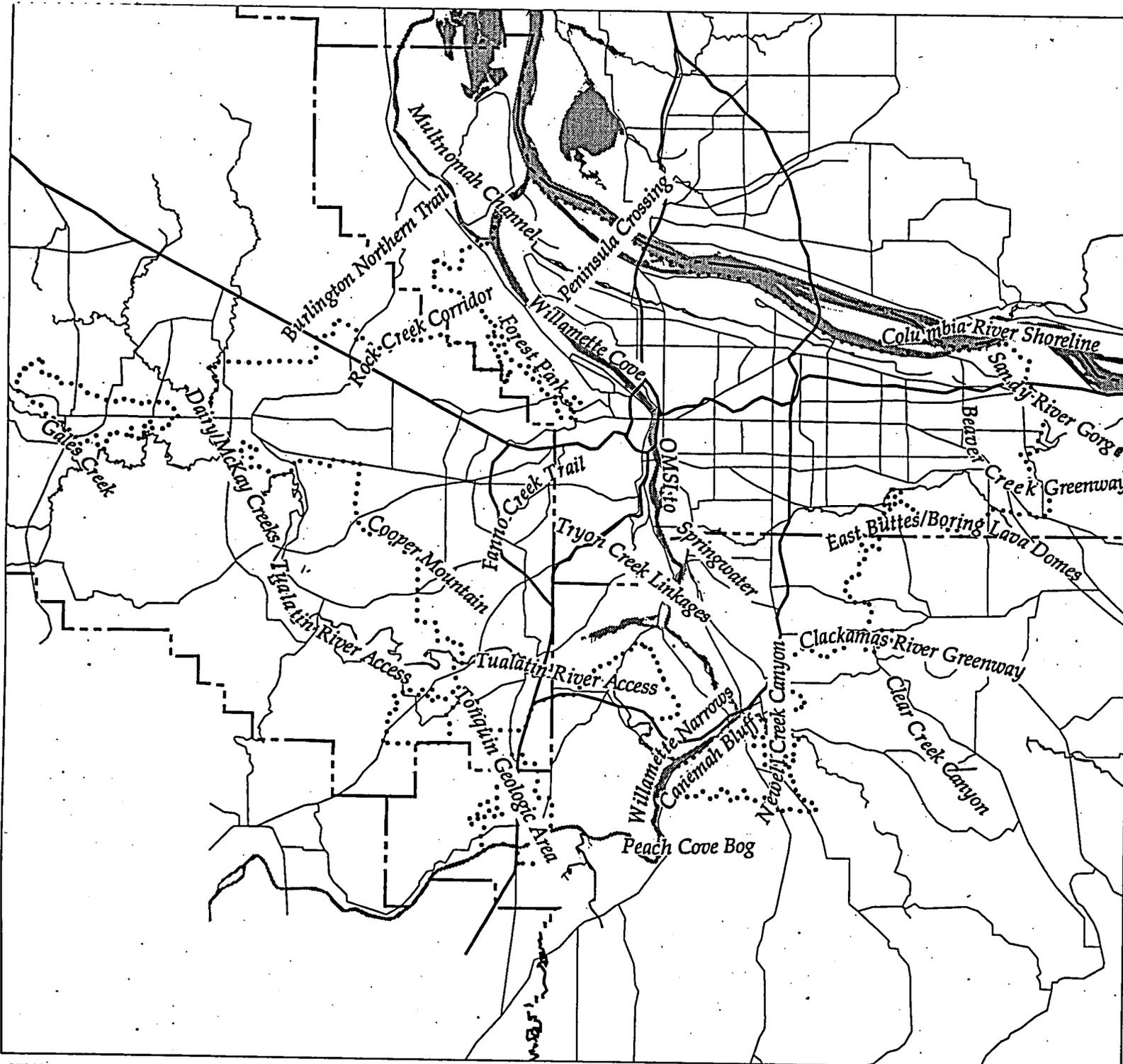
Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and shall not be submitted more frequently than once a month. Metro shall pay contractor within 30 days of receipt of an approved invoice.

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Measure 26-26

Regional Target Areas

••• Urban Growth Boundary



ATTACHMENT A

600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1742



Project _____
 Contract No. _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and _____, referred to herein as "Contractor," located at _____.

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

1. **Duration.** This personal services agreement shall be effective _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed _____ AND _____/100THS DOLLARS (\$_____).
4. **Insurance.**
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
 - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status

and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

_____	METRO
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____