

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF APPROVING THE)	RESOLUTION NO. 06-3698
RELEASE OF A REQUEST FOR PROPOSALS)	
AND AWARD OF CONTRACT FOR DESIGN)	Introduced by Chief Operating Officer
AND ENGINEERING SERVICES FOR PUBLIC)	Michael J. Jordan, with the concurrence of
ACCESS FACILITIES AT THE COOPER)	Council President David Bragdon
MOUNTAIN NATURAL AREA)	

WHEREAS, on July 23, 1992, Metro Council adopted Resolution No. 92-1637 (“For the Purpose of Considering Adoption of the Metropolitan Greenspaces Master Plan”), which identified a desired system of natural areas interconnected with greenways and trails; and

WHEREAS, Cooper Mountain was identified as a regionally significant open space by the Metro Greenspaces Master Plan; and

WHEREAS, on July 19, 2001, Metro Resolution 01-3088, (“ For the Purpose of Creating a Green Ribbon Committee to Examine and Nominate Certain Metro Greenspaces Sites to Open and Operate for the Public”), was adopted which directed the formation of a working citizen task force, The Green Ribbon Committee, to address Regional Parks and Greenspaces project priorities and funding needs; and

WHEREAS, in its “Executive Summary 2001-2002” to Metro Council, the Green Ribbon Committee identified Cooper Mountain as a “recommended site” for development and as an “anchor site” deserving a higher funding level; and

WHEREAS, on May 20, 2004, Metro Council adopted Ordinance No. 04-1048A (“For the Purpose of Amending Metro Code Chapter 7.01.023 to Increase the Amount of Additional Excise Tax Dedicated to Funding Metro’s Regional Parks and Greenspaces Programs”); and

WHEREAS, Cooper Mountain is one of four sites chosen as a new regional natural area planned for development with the dedicated excise tax dollars; and

WHEREAS, the Cooper Mountain Master Plan and Management Recommendations were approved by Metro Council on December 1, 2005 with Resolution 05-3643 (“For the Purpose of Council Approval of the Cooper Mountain Master Plan and Management Recommendations”); and


WHEREAS, the Washington County Board of Commissioners adopted the Cooper Mountain Master Plan through Ordinance No. 653 on April 4, 2006 which, in addition, applies the State and Regional Park Overlay Designation to the rural portion of Cooper Mountain Natural Area and amends the Washington County Comprehensive Plan to recognize Cooper Mountain Master Plan Concept; and

WHEREAS, consultant services are required to perform the work tasks identified in the attached Request for Proposals (RFP) (Exhibit A); and

WHEREAS, Metro Code Section 2.04.026(c) requires that all proposed contracts that have been designated as having a significant impact on Metro in the Metro Council's annual budget ordinance and that are subject to Request for Proposals procedures be submitted to the Metro Council for authorization prior to the release of the Request for Proposals to vendors; now therefore


BE IT RESOLVED that the Metro Contract Review Board authorizes the Chief Operating Officer to release a Request for Proposals substantially similar to that attached as Exhibit A and execute a contract with the most advantageous proposer.

ADOPTED by the Metro Contract Review Board this 25th day of May, 2005.



David Bragdon, Council President

APPROVED AS TO FORM:



Daniel B. Cooper, Metro Attorney

**Resolution No. 06-3698
Exhibit A**

**Metro Regional Parks
And Greenspaces**



METRO

Request for Proposals
(RFP #06-1193-PKS)

Design & Engineering Services

For

PUBLIC ACCESS FACILITIES

At

COOPER MOUNTAIN NATURAL AREA

Proposals Due: June 22, 2006

Project Manager: Lora Price (503) 797-1846

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SECTION I - GENERAL INFORMATION

Request For Proposals

Metro's Regional Parks and Greenspaces Department is requesting proposals for design and engineering services for facility improvements at Cooper Mountain Natural Area. The Natural Area is a 230-acre site located on the south facing slope of Cooper Mountain, which is located southwest of Beaverton city limits. The design services requested will include feasibility assessment of the renovation of an existing residence, refinement of trailhead design and trail alignments, public involvement assistance, preparation of construction documents, development permitting assistance and construction oversight. A preliminary cost estimate for the facility development, described below, is 1.4 million. One percent of this budget is designated for public art. Metro has budgeted \$140,000 for requested design and engineering services. Proposed facilities will include the following features:

Kemmer Road Trailhead:

- Entrance gate
- Renovation of an existing 1,150 SF house into an indoor/outdoor classroom with covered deck, approximately 16 feet by 30 feet.
- Parking for approximately 25 cars and a bus turnaround
- Storm water and landscape improvements.
- Street improvements (sidewalks and landscaping along Kemmer Road and 190th Street)
- A children's nature play area
- A two-unit pre-manufactured flush restroom
- Entry sign, orientation map and interpretive sign
- Site furnishings, i.e. picnic tables, benches, drinking fountain and bike racks

Trail System:

- Approximately 3.5 miles of trail comprised of a combination of earthen and paved surfaces, ranging in width from 4 to 10 feet
- Six footbridges, 6-feet wide, with lengths ranging from approximately 20 to 60 feet.
- Way finding and trail signing.
- 10 interpretive stations, approximately

Grabhorn Road Trailhead:

- Entrance gate
- Parking for approximately 16 cars and 4 horse trailers
- Entry sign, orientation map and interpretive sign
- A pre-manufactured vault restroom
- Picnic shelter
- Site furnishings, i.e. picnic tables, seating and bike racks
- ADA equestrian ramp

Qualifications

Metro is seeking a multi-disciplinary consulting team that possesses a combination of creative and technical expertise with professional experience on projects of a similar nature and references from previous projects. Professional expertise anticipated for this project includes: architectural, landscape architectural (with particular experience in trail design in natural settings, children's play environments and interpretative facilities), civil engineering (for bridge footings, storm water and utilities), surveying, and development permitting experience in Washington County. In addition, proposers may elect to include an artist on the consultant team to ensure that the art is optimally integrated with the site design. Artists must be listed on the Regional Arts and Culture Council (RACC) roster and public art shall meet the guidelines defined by RACC.

Whom to Contact

Correspondence pertaining to the content of this RFP should be directed to:
Lora Price, Project Manager
Metro Regional Parks and Greenspaces Department
600 NE Grand Avenue
Portland, OR 97232
Phone (503) 797-1846, Fax (503) 797-1849

A non-mandatory pre-proposal conference will be held on June 8, 2006 to provide proposers with an understanding of the RFP. It is requested that proposers submit their RFP questions in writing to Lora Price at pricel@metro.dst.or.us prior to the pre-proposal conference or call as soon as possible.

Project background information includes, but is not limited to: the December 2005 "Cooper Mountain Master Plan", the February 2006 "Cooper Mountain Natural Area Traffic Impact Analysis" prepared by DKS Associates and the "Cooper Mountain Natural Area Management Strategy". These three documents are available to proposers for review at Metro Regional Parks and Greenspaces Department. Proposers should call Patricia Sullivan between 8:00 AM and 5:00 PM, Monday-Friday at (503) 797-1870 to schedule an appointment to review the file. The Master Plan can also be viewed or downloaded from Metro's website at www.metro-region.org.

Proposal Submittal

Proposals must be received within a sealed envelope at the reception desk of the Regional Parks and Greenspaces office, attention Lora Price, 600 NE Grand Avenue, Portland, Oregon 97232, by 4:00 p.m., on or before June 22, 2006. No faxed materials will be accepted. Postmarks are not considered proof of delivery. If proposal is hand-delivered, it must be delivered to and date stamped by personnel at Metro's Regional Parks and Greenspaces Department on the first floor of the Metro building. Delivery persons should inquire with the front reception desk personnel for directions to the Park Department office.

All proposals must be clearly marked "**Proposal #06-1193-PKS Public Access Facilities Design & Engineering At Cooper Mountain Natural Area**" and contain all information outlined herein.

Schedule Of Request For Proposal Process

Advertise RFP	May 29, 2006
Pre-Proposal Conference	June 8, 2006
Proposals due	June 22, 2006
Oral Interviews	July 6, 2006
* Final Selection	July 7, 2006
* Project Commences	August 1, 2006

* These dates are approximate and subject to change.

Pre-Proposal Conference

A voluntary pre-proposal conference will be held in Rooms 370 A and B at Metro, 600 NE Grand Ave., Portland, OR, on **June 8, 2006** from 2:00 – 4:00 p.m. The objective of the pre-proposal conference is to explain the contents of the RFP in detail and clarify questions proposers may have. In addition, this meeting will give proposers an opportunity to meet Metro staff working on the project.

Oral Interview

Consulting teams selected for final evaluation will be asked to participate in an oral interview and presentation of their proposal to Metro's Selection Committee. These presentations provide an opportunity for the firm to clarify their proposal to assure mutual understanding. Interviews are tentatively scheduled for **July 6, 2006** and will be limited to 40 minutes in duration. The interview team should include team members from the key disciplines involved in the project at the interviews. Metro will confirm the time and location for these interviews.

SECTION II - PROJECT BACKGROUND AND CONTEXT

Site Location and Description

Metro purchased approximately 231 acres near the crest of Cooper Mountain on its southwest slopes to preserve the site's natural resources and to provide for recreational access. The site is located in Washington County just outside the southwest edge of Beaverton. The site straddles the Urban Growth Boundary, therefore the northern third is zoned FD for future development and the southern two thirds is rural land zoned AF20, farm and forest. The site is bordered on the north by SW Kemmer Road and, on the northwest SW 190th Avenue and residential development, on the west by SW Grabhorn Road and by a mosaic of farm and forest lands on the south and east.

The site offers a commanding view of the Tualatin River Valley and the Chehalem Mountains. It also contains the headwaters to Lindow Creek, a major tributary of the Tualatin River. The site features shallow, rocky soils; small, seasonally-perched seeps; oak and Madrone woodlands, fir forests; and a diverse prairie community of wildflowers – habitats that are primarily defined by the site's geomorphic origins and southern exposure.

Planning and Management Background

Metro Planners completed a 20-month public master planning process that resulted in a Master Plan & Management Recommendations report, which was approved by Metro Council in December 2005. In March 2006, the Washington County Board of Commissioners approved the Master Plan and amended the Comprehensive Plan to include the master plan concept and to apply the park overlay district to the rural portion of the site.

The Master Plan provides a conceptual vision for Cooper Mountain Natural Area that guides future use, site improvements, vegetation management and future operations. Specific recommendations for site development include:

- A 3.5-mile trail system that traverses a diversity of habitats and accommodates hikers, equestrians and people with disabilities, as well as emergency and service vehicle access along a converted logging road. Way finding signs, mile markers and interpretive signs will be incorporated into the trail system.
- A nature house that will provide an indoor/outdoor environmental education classroom for school groups and meeting space for community groups.
- Two parking areas and trailheads - Kemmer Road will provide parking for up to 25 vehicles, a bus drop off, restroom, benches, drinking fountain, children's play area and other amenities. Grabhorn Road will offer parking for 20 vehicles including horse trailers, staging for equestrians, restroom, picnic tables, shelter and other amenities such as bike racks, benches and trash receptacles.
- A caretaker residence and maintenance yard to provide a management presence on site.

The focus of this RFP will be to design all of the site development components above, with the exception of the caretaker residence and maintenance yard. Also, graphic design services for design content of signs will be performed under a separate contract. A working group of stakeholders consisting of Metro staff, neighborhood representatives and conservation and trail groups will be formed to give input to the design refinement process. Construction is targeted for summer and fall of 2007.

SECTION III - SCOPE OF SERVICES

Metro is requesting design and engineering services, and permitting technical assistance for the implementation of improvements for public access facilities at Cooper Mountain Natural Area.

PROJECT TASKS AND PRODUCTS TO BE DELIVERED BY CONSULTANT

The proposer selected to produce the design documents for public access facilities at the Cooper Mountain Natural Area will be required to perform the specific tasks and deliver the products described in this section:

Task I - Review Existing Information & Finalize Work Scope

- A. Review existing information relating to the Cooper Mountain Natural Area and its context; including but not limited to the 2005 Master Plan, Cooper Mountain Natural Area Management Strategy, Cooper Mountain Traffic Impact Analysis, and Washington County Development Code for rural and urban areas.
- B. Identify zoning and permitting parameters and requirements for site design and development.
- C. Attend initial meeting to clarify and/or revise work scope plan and schedule.

Products:

- A. Preliminary program and schedule of compliance requirements.
- B. Revised final work plan and schedule.

Task II – Site Analysis and Feasibility Assessment of existing residence.

- A. Conduct site analysis of the project development areas: Grabhorn and Kemmer trailhead areas, general trail alignment locations and proposed stream crossings in order to further refine project design parameters.
- B. Conduct feasibility analysis for the existing residence. The analysis shall consider aesthetic and functional opportunities and constraints of renovating the residence for public use with classroom labs and determine costs to renovate. Compare renovation costs to new construction alternatives.

Products:

- A. Provide site analysis findings for the trailhead areas, trail and stream crossing locations.
- B. Provide findings of feasibility assessments for renovation of the existing residence into a “nature house” in the form of a report that includes text, tables and illustrations as necessary to present aesthetic, functional and cost considerations.

Task III – Design Development and public involvement assistance

- A. Attend design progress meetings with the Project Working Group, to present and solicit input on design development. (2-3 meetings anticipated).
- B. Prepare and present preferred concept plan and cost estimate to the Project Working Group and Metro staff for determination of first phase implementation.

Products:

- A. Produce schematic plan and elevation view drawings to convey design development alternatives and refinement.
- B. Produce a preferred plan in color illustration in a format suitable for public presentation.
- C. Produce preliminary cost estimates.

Task IV - Construction Document Preparation:

Contractor will develop construction documents (AutoCAD plans and technical specifications). The design services will include:

- A. Conduct on-site surveying as needed to develop construction document base maps.
- B. Develop design and engineering construction documents for facility improvements (in AutoCAD 2004 or compatible format or version that can be translated to it); 50%, 90% and final documents. The following design parameters must be incorporated in the design:
 - 1. Final construction documents must meet all applicable current city, county, state and federal development codes.
 - 2. Materials will be new and installed in accordance with the appropriate codes, regulations and industry standards. Use of materials utilizing recycled content wherever possible per Metro Executive Order #47.
 - 3. Design specifications will require the Construction Contractor to make submittals for all materials to be used in the installation.
 - 4. Design will include guidance for the construction contractor to minimize disruption to the site during construction.
 - 5. Design will take into consideration long-term operation and maintenance efficiencies.
 - 6. Design to take advantage of any reuse and salvage materials during construction.
- C. Prepare construction cost estimates at design development, 50% and 90% and final submittal phases.

Products:

- A. Provide 2 hard copies of construction document plan sets (11x17 reduced) for facilities at design development, 50%, 90% completions and one full size and one 11x17 reduced set of final documents, stamped by professional landscape architect or engineer registered in Oregon.
- B. Provide specifications at 90% and final document submittal.
- C. Provide construction cost estimates at design development, 50%, 90% and final document submittal.
- D. Provide wet stamped 100% construction drawings and specifications that meet all permit requirements, a complete final set on CD in AutoCAD 2004 format and a final stamped set in pdf format.

Task V - Permitting Support

Contractor will provide the following services for permits on the project:

- A. Attend coordination meetings and pre-application conference as needed with Metro staff and permitting agencies.
- B. Provide required design documents and assist in writing narrative findings for development permits.
- C. Submit construction documents at the earliest possible time in the design process to permitting agencies for development and building permits and revise documents as required to obtain final permits.

Products:

- A. Provide two copies of plan submittals for Development Review.

Task VI – Construction Phase Assistance

- A. Attend the pre-bid conference and be prepared to spend up to 4 hours in addressing technical questions related to bidding.
- B. Attend the pre-construction conference and be prepared to expend up to 6 hours in addressing technical details.
- C. Provide assistance during the construction (e.g., review of submittals and change order requests, and periodic site visits) to ensure adherence to drawings and specifications.
- D. Compile as-built information for all site features and revise construction plans accordingly.

Products:

- A. Provide to Metro, two hard copies and one electronic copy of as-built drawings in AutoCAD 2004 and pdf format.

PROJECT TASKS TO BE PERFORMED BY METRO

1. Provide background reference materials and mapping materials, including: Metro GIS maps of coverage for property; aerial photography (1' pixel accuracy) with information layers for ownership, zoning, topography (5' contour accuracy), water features and roads.
2. Take lead in coordinating public involvement activities associated with design development. Assist in facilitation of public involvement/committee meetings.
3. Provide timely feedback on review material.
4. Reproduce draft and final copies of the construction documents.
5. Take lead as applicant submitting development permits.
6. Prepare grant application for submittal in April 2007

7. Perform other tasks as negotiated with consultant.

TENTATIVE PROJECT TIMELINE

- | | |
|---|---------------------|
| 1. Initial Project Meeting | August 2006 |
| 2. Complete surveying, site analysis and feasibility assessment | September 2006 |
| 3. Design development completion | Late October 2006 |
| 4. 50% design completion | November 2006 |
| 5. Develop plans & narratives for development permit submittal | November 2006 |
| 6. 90% design completion | Early February 2007 |
| 7. Construction documents complete and permits obtained | Late April 2007 |
| 8. Advertise for construction contractor | May 2007 |
| 9. Bid opening | June 2007 |
| 10. Notice to proceed | July 2007 |
| 11. Construction complete | Winter 2008 |

SECTION IV - PROPOSAL FORMAT AND CONTENT

The format required for the proposal is as follows:

The proposal should be submitted on double-sided, recyclable paper (post-consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal. Submit 8 proposals.

1. Introductory Letter

A maximum two-page letter that identifies the name, title, address, telephone number, FAX number and e-mail address of the lead contact person authorized to represent the Proposer in any negotiations and the person(s) authorized to sign any contract which may result. State the firm's interest in the project. A statement must be provided establishing that the proposal will remain in effect for sixty (60) days after receipt by Metro.

2. Background and Qualifications

Provide the name of firm, year established, type of service, and size of staff for both the prime and any sub consultant(s). Indicate if the firm and any sub consultant(s) is/are a State of Oregon certified Emerging Small Business (ESB), Minority Business Enterprise (MBE) or Women-Owned Business (WBE).

Provide information about the experience of the firm, particularly experience of individual team members and their experience in site design collaboration in projects similar to the work described in this RFP. Please include detailed information about three recent projects the firm and team members had a lead role in. Include dates, client's name, client's project manager and phone number.

In particular, describe the specific scope and role in those projects for the staff members who will be committed to this project. Include a resume describing their relevant experience to this project and three references. A brief synopsis of additional projects, including dates and references may be added if desired.

3. Proposed Approach to the Scope of Work

A description of the team's approach for carrying out the work tasks described in this RFP. Proposer should include a statement of understanding of the project. Proposers may include suggested revisions to the scope of work, associated impact on project budget and completion time frames and rationale for suggestions.

4. Work Plan and Schedule

Provide an outline of primary work tasks that reflects the approach above, and the scope of work described in this RFP. Submit a project schedule with timeline and critical milestones to accomplish the major items of the scope of work prior to construction.

5. Project Staffing Summary

Describe the specific role and responsibilities proposed for each individual to be involved in this project and an estimate of the time commitment for the individual. The primary consultant must assume responsibility for sub consultant work and shall be responsible for the day-to-day internal management of the consultant effort.

6. Fee Schedule/Budget Summary

Prepare a budget summary table that includes personnel by level, associated hourly rates, the amount of person hours and labor cost associated with each project task, and direct expense categories and amounts. The budget summary table should include the following summaries: hours per person, hours per task, direct expense totals and total hours and costs for the project.

7. Examples of Work

Enclosed with each proposal, provide examples of recreation facility design in natural resource areas for at least two past relevant projects, in which the firm has had the lead role. Provide references for example projects.

Proposers submitting a proposal may revise and improve the request for proposal, including work items, as necessary, and to make subsequent modifications of the proposal before submission, as a demonstration of their expertise and competence with quality consulting work and procedures.

SECTION V - EVALUATION OF PROPOSALS

Evaluation Process

An evaluation team consisting of representatives for Metro staff & stakeholders yet to be determined will conduct the evaluation process. Metro will only evaluate proposals that, in the evaluation team's sole opinion, conform to the proposal instructions. The team will rank proposals based on the following criteria and points:

	<u>Points</u>
1. Firm's and design team's experience with design of similar work in similar applications. Comprehensive skills and expertise of the proposed team.	25
2. Project approach demonstrates a thorough understanding of issues and commitment to collaboration.	25
3. Scope of work, schedule and cost proposal conveys a thorough and realistic understanding of the tasks required to complete the project.	40
5. Overall quality, completeness and presentation of proposal.	10
<i>TOTAL</i>	<u>100</u>

Consultant selection will be based upon the proposal submitted and oral interviews, if conducted. Upon completion of the evaluations and the oral interviews, the Committee will notify all proposers of its selection. Metro reserves the right to request and require submission of technical, managerial, financial, or other evidence of abilities prior to selection.

Metro will enter into negotiations with the highest ranked firm to finalize a contract. If Metro is unsuccessful in negotiating a contract with the highest ranking firm, Metro will select the second ranked firm and this process will continue until a contract is recommended to the Metro Council for award. The scoring of the evaluation team, and the consequent ranking of firms, will not be permitted as grounds for an appeal of the award of a contract, per the Metro Code.

Information & Questions

This Request For Proposals represents the most definitive statement Metro will make concerning this project. Any verbal information that is not specifically contained herein shall not be considered in evaluating the proposals received. Therefore, all questions relating to this RFP should be addressed in writing to Lora Price at Metro at pricel@metro.dst.or.us or may be faxed to (503) 797-1849. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this.

References

Through submission of a proposal, respondents agree to and release Metro to solicit and confirm all background information provided. Fully descriptive and complete information should therefore be provided to assist in this process.

VI. GENERAL PROPOSAL/CONTRACT CONDITIONS

Rejection Or Acceptance Of Proposals

Metro reserves the right to accept or reject any or all proposals received as well as negotiate with any or all respondents. Metro intends to award a contract to the respondent it deems most qualified and capable of performing the requested design services.

Non Collusion

All proposals must certify that: 1) no officer, agent, or employee of Metro has a pecuniary interest in this project or has participated in contract negotiations on behalf of Metro; 2) that the proposal is made in good faith, without fraud, collusion, or connection of any kind with any other proposer for the same solicitation of proposals; and 3) the proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person(s) or firm(s).

Minority And Women Owned Business Program

Metro and its contractors will not discriminate against any person based on race, color, and national origin, sex, sexual orientation, age, religion, physical disability, political affiliation or marital status. Metro extends equal opportunity to all persons and specifically encourages disadvantaged, minority and women-owned businesses to access and participate in this and all Metro projects, programs and services.

If any subcontracting is intended, Proposers are directed to Metro Code 2.04.100 governing utilization of minority and women-owned businesses. Please contact the Contract Services Division at (503) 797-1816 with any detailed questions.

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.

Validity Period and Authority

The proposal shall be considered valid for a period of Sixty (60) 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.

Billing Procedures

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

SECTION VII - PERSONAL SERVICES AGREEMENT

Notice To All Proposers

The Personal Services Agreement included herein is a standard agreement approved for use by Metro's General Counsel. As such, it is included for your specific consideration and review during the course of this competitive process. All participants are therefore required to cite and define any/all proposed changes, additions, deletions or modifications as a condition to acceptance of their RFP. No response will be interpreted as acceptance of the standard terms and conditions of the contract and subsequent changes will not be considered.

Consider the language carefully. Metro reserves the right to:

- Selectively declare any conditioned proposal non-responsive and reject it without further consideration;
- Reject any or all subsequent requests for modification;
- Interpret insistence upon a contract modification as a refusal to honor the original proposal and reinstitute the evaluation process.

PERSONAL SERVICES AGREEMENT

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

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

1. Duration. This personal services agreement shall be effective _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A — Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed _____ AND _____/100THS DOLLARS (\$_____).

4. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and

(2) Automobile bodily injury and property damage liability insurance coverage shall be a minimum of \$1,000,000 per occurrence.

b. **Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS.** Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

c. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no

employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

d. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$1,000,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

e. Contractor shall provide Metro with a certificate of insurance complying with this article and naming Metro as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

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. Documents and Maintenance of Records.

A. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

1. The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
2. Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
3. Any cost and pricing data relating to the contract; and
4. Payments made to all suppliers and subcontractors.

B. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

C. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine,

audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

- D. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.
- E. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.
- F. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.
- G. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future Metro contracts as provided in ORS 279.037 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279.029 and Metro Code Section 2.04.052.

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_____

Exhibit A

Scope of Work

1. Statement of Work.

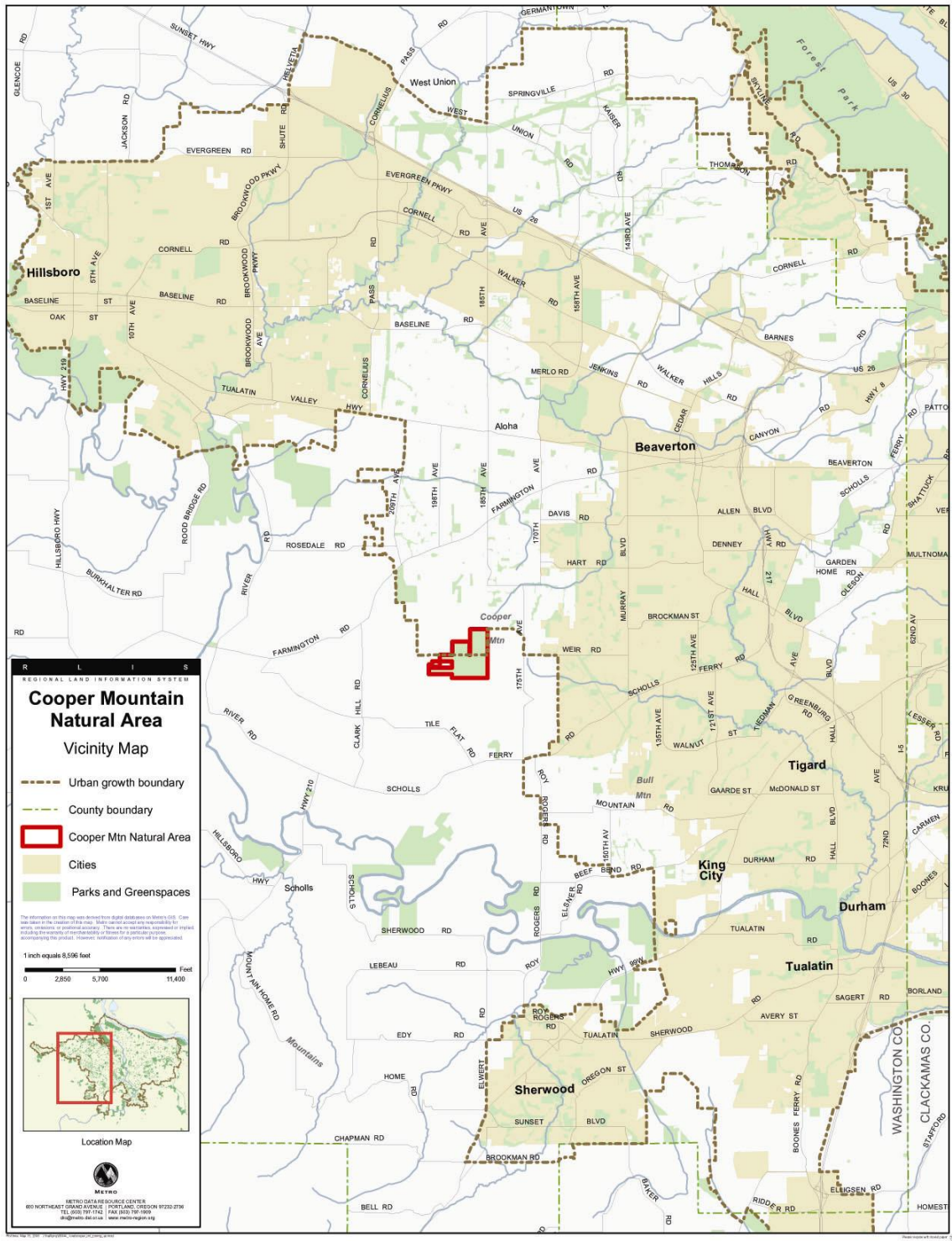
PER REQUEST FOR PROPOSAL (RFP #06-1193-PKS) for Design and Engineering Services for Public Access Facilities At Cooper Mountain Natural Area. (Attached)

2. Payment, Billing and Term.

Contractor shall provide engineering services for a maximum price not to exceed _____ DOLLARS (\$_____). Progress payments shall be made following receipt of invoice from Contractor that identifies the cost of services. These costs shall be based upon the rates as outlined in the Hours and Fee Schedule (enclosed) as provided in Contractor's proposal. In addition, reasonable miscellaneous costs not addressed in the Hours and Fee Schedule will be considered if accompanied by sufficient back-up information. An expense summary sheet will accompany each invoice.

In the event Metro wishes for Contractor to provide services or materials after the maximum contract price has been reached, Contractor shall provide such services or materials pursuant to amendment at the same unit prices that Contractor utilized as of the date of this Agreement, and which Contractor utilizes to submit requests for payment pursuant to this Scope of Work. Metro may, in its sole discretion and upon written notice to Contractor, extend the term of this contract for a period not to exceed 12 months. During such extended term all terms and conditions of this contract shall continue in full force and effect.

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing statements will include an itemized statement of unit prices for labor, materials, and equipment, will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention Regional Parks and Greenspaces Department. Metro will pay Contractor within 30 days of receipt of an approved billing statement.



STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 06-3698 FOR THE PURPOSE OF APPROVING THE RELEASE OF A REQUEST FOR PROPOSALS AND AWARD OF CONTRACT FOR DESIGN & ENGINEERING SERVICES FOR PUBLIC ACCESS FACILITIES AT COOPER MOUNTAIN NATURAL AREA

Date: May 5, 2006

Prepared by: Lora Price

BACKGROUND

Under the 1995 Metro Open Spaces, Parks & Streams bond measure, Metro purchased 231 acres on Cooper Mountain for natural resource protection and recreational access to nature. The site is located on the southwest edge of Beaverton and straddles the Urban Growth Boundary. It is bordered on the north and northwest by residential development, and on the remaining borders by a mosaic of rural farm and forest lands.

The site offers a commanding view of the Tualatin River valley and the Chehalem Mountains. It also contains the headwaters to Lindow Creek, a major tributary of the Tualatin River. The site features shallow, rocky soils; small, seasonally-perched seeps; oak and madrone woodlands; and a diverse prairie community of wildflowers – habitats that are primarily defined by the site’s geomorphic origins and southern exposure.

In September 2005, Metro Planners completed a Master Plan & Management Recommendations report. The Master Plan and Management Recommendations provides a conceptual vision for Cooper Mountain Natural Area that guides future use, site improvements, vegetation management and future operations. Specific recommendations in the Master Plan for facility development include:

- Two parking areas and trailheads. Kemmer Road trailhead will provide parking for approximately 25 vehicles, a bus drop-off, restroom, benches, drinking fountain, and children’s play area. Grabhorn Road trailhead will offer parking for approximately 20 vehicles including horse trailers, staging for equestrians, restroom, picnic tables and shelter.
- A “nature house” at Kemmer trailhead, which will provide indoor/outdoor environmental education classrooms for school groups.
- A 3.5-mile trail system that traverses a diversity of habitats and accommodates hikers, equestrians and people with disabilities, which will feature interpretive points and mile markers.
- Emergency and service vehicle access along a converted logging road, which will also accommodate a future regional bike trail.
- A caretaker residence and maintenance yard to provide a management presence on site.

The focus of this RFP will be to design the elements for Phase I and II of the Master Plan, which includes all of the above with the exception of the caretaker residence and maintenance yard.

ANALYSIS/INFORMATION

1. Known Opposition

The Master Plan is unanimously approved by Metro Council and the Washington County Board of Commissioners. However, two citizens have filed a notice of intent to appeal Washington County's decision. Metro Counsel has filed a motion to intervene. At this time we do not know the grounds of their appeal.

2. Legal Antecedents

On July 23, 1992, Metro Council adopted Resolution No. 92-1637, ("For the Purpose of Considering Adoption of the Metropolitan Greenspaces Master Plan"), which identified a desired system of natural areas interconnected with greenways and trails.

On February 15, 1996, Metro Council adopted Resolution No. 96-2275A, ("For the Purpose of Approving a Refinement Plan for the Cooper Mountain Target Area as Outlined in the Open Space Implementation Work Plan"), which identified 428 acres of forested natural area in the Cooper Mountain Target Area as a priority for acquisition in order to provide a regional scale natural area in Washington County accessible to the public.

On May 20, 2004, Metro Council adopted Ordinance No. 04-1048A, (" For The Purpose of Amending Metro Code Chapter 7.01.023 to Increase the Amount of Additional Excise Tax Dedicated to Funding Metro's Regional Parks and Greenspaces Programs"), which approved an additional \$1.50 per ton excise tax on solid waste dedicated to Regional Parks to provide the resources necessary to develop the highest priorities in the Green Ribbon Committee's report which included development of Cooper Mountain.

The Cooper Mountain Master Plan and Management Recommendations was adopted on December 1, 2005 by Metro Council via Resolution No. 05-3643, ("For the Purpose of Council Approval of the Cooper Mountain Master Plan and Management Recommendations").

On April 4, 2006 Washington County Board of Commissioners adopted the Cooper Mountain Master Plan through Ordinance No. 653 which, in addition, applies the State and Regional Park Overlay Designation to the rural portion of Cooper Mountain Natural Area and amends the Rural/Natural Resource Plan and Aloha-Reedville-Cooper Community Plan to recognize the Natural Area.

3. Anticipated Effects

Approval of Resolution No.06-3698 will allow the Regional Parks and Greenspaces Department to release a Request for Proposal for the design and engineering services for the public access facilities for Cooper Mountain Natural Area. Once a consultant is selected, Resolution No. 06-3698 also allows the Department to award the contract.

4. Budget Impacts

The cost of the design for the Cooper Mountain project is in Metro's FY 05-06 Adopted Budget and CIP, and is estimated at \$150,000. Council listed this project as a Significant Impact in this year's budget process. Funding for the project comes from the additional excise tax dedicated to funding Metro's Regional Parks and Greenspaces Programs. Metro's FY 2006-07 and 2007-08 budgets allocate a total of \$1,500,000 for the construction of facility improvements. This funding will also be used as leverage to pursue and obtain additional funding through grants.

RECOMMENDED ACTION

Michael Jordan, Chief Operating Officer, recommends adoption of Resolution No. 06-3698 for approving the release of the Request for Proposal and Award of Contract for Design & Engineering Services for Public Access Facilities at Cooper Mountain Natural Area.