BEFORE THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING ENTRY)
INTO A CONSULTANT CONTRACT WITH)
R. W. BECK AND ASSOCIATES FOR A SITE)
FEASIBILITY STUDY, CONCEPTUAL DESIGN,)
COST ESTIMATIONS AND AN ANALYSIS OF)
PUBLIC VERSUS PRIVATE OWNERSHIP OF)
THE METRO EAST STATION

RESOLUTION NO.89-1059

Introduced by Rena Cusma, Executive Officer

WHEREAS, A Request for Proposals (RFP) was issued by the Solid Waste Department for the purpose of obtaining the services of a consultant to conduct a site feasibility study and provide a conceptual design with cost estimations for the design, construction and operation of the Metro East Station, and to do an analysis of public versus private ownership of the Metro East Station; and

WHEREAS, After a competitive selection process, the firm of R. W. Beck and Associates has been recommended as the preferred consultant; and

WHEREAS, The R. W. Beck firm has provided optional cost proposals for a modified Scope of Work for Task # 1 (site feasibility analysis) resulting in total cost proposals to Metro of: Option No. 1) (one site), EIGHTY TWO THOUSAND TWO HUNDRED (\$82,200); Option No. 2) (two sites), EIGHTY SEVEN THOUSAND ONE HUNDRED FORTY (\$87,140), OR Option No. 3) (three sites), NINETY TWO THOUSAND ONE HUNDRED (\$92,100) DOLLARS, as well as the original Scope of Work for Task # 1, ORIGINAL PROPOSAL, (up to eight sites), NINETY EIGHT THOUSAND (\$98,000) DOLLARS; and

WHEREAS, A contract with R. W. Beck and Associates, containing the respective Options and Original Proposal referred to above, is attached to this Resolution as Exhibit A; now, therefore

BE IT RESOLVED,

- 1. That the Council of the Metropolitan Service District does hereby approve the contract with R. W. Beck and Associates for a cost not to exceed Ninety-Eight Thousand Dollars (\$98,000), Original Proposal, which is attached to this Resolution as Exhibit A; PROVIDED HOWEVER, THAT UNTIL SUCH TIME AS IF/WHEN THE METRO COUNCIL AUTHORIZES A BUDGET AMENDMENT TO SUPPLEMENT THE SUM OF SIXTY THOUSAND (\$60,000) PRESENTLY BUDGETED FOR THIS CONTRACT, THE CONSULTANT SHALL NOT PERFORM OR BILL FOR SERVICES IN EXCESS OF THE PRESENTLY BUDGETED AMOUNT OF SIXTY THOUSAND (\$60,000) DOLLARS.
- 2. Requests that the Executive Officer authorize the Solid Waste Director to proceed with consummation of the contract with R. W. Beck and Associates

	ADOPT	CED by	the	Council	of	the	Metropolitan	Service	District
this_	9th	day	of _	March			, 1989.		

Mike Ragsdale Presiding Officer

AGREEMENT TO FURNISH CONSULTING SERVICES TO THE METROPOLITAN SERVICE DISTRICT

ANALYSIS OF SITE FEASIBILITY, CONCEPTUAL DESIGN, COST AND PUBLIC-PRIVATE OWNERSHIP FOR THE METRO EAST STATION

This Agreement is executed this ______ day of _____, 1989, by and between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO," whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, and R. W. Beck and Associates, hereinafter referred to as "CONSULTANT," whose address is 2121 Fourth Avenue, Suite 600, Seattle, WA 98121-2317.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

This Agreement is exclusively for assistance to METRO with evaluation of site feasibility, conceptual design, cost estimating for design, construction and operation; and for analysis of public versus private ownership of the Metro East Station. CONSULTANT shall perform the services and deliver to METRO the material described in the Scope of Work attached hereto as Attachment A and in accordance with the Project Proposal submitted by R. W. Beck and Associates, dated January 31, 1989, attached hereto as Attachment B; both Attachments A and B hereby being incorporated by reference into this agreement. Upon receipt of a separate written notification from METRO to proceed, CONSULTANT shall perform as an independent contractor the services and deliver to METRO the material described in the Scope of Work attached hereto as Attachment A. All services and materials shall be provided in a competent and professional manner in accordance with the Scope of Work. Any difference between the Scope of Work described in Attachment A and the scope of work contained in Attachment B shall be resolved in favor of the description of the Scope of Work in Attachment A.

Throughout the performance of this Agreement, CONSULTANT agrees to assign key personnel as shown in the Project Proposal unless (1) METRO agrees to changes in personnel, due to changes in the Scope of Work, or (2) reassignment of personnel by CONSULTANT is appropriate and will not result in a reduction of personnel expertise. Any change in personnel or a reduction of Disadvantaged and Women-Owned Business Enterprise utilization shall first be approved by METRO.

ARTICLE II

COMMENCEMENT AND COMPLETION OF AGREEMENT

CONSULTANT shall complete all professional services to be furnished under this Agreement by May 31, 1989. This Agreement may be amended or extended at any time upon mutual written consent of METRO and CONSULTANT. CONSULTANT will proceed with the work in accordance with Scope of Work. CONSULTANT shall proceed on a task by task basis, with the proviso, however, that development of the materials and documents may require that certain tasks be performed in an order not contemplated in the Scope of Work. Any such deviation shall be done in the professional judgment of the CONSULTANT, and METRO shall be informed of any such modification of the order of work in a timely manner.

ARTICLE III

CONSIDERATION

METRO shall compensate the CONSULTANT for services performed and materials delivered as described in Article I. The maximum sum of Ninety-Eight Thousand Dollars (\$98,000) AS CONDITIONED BY AND IN THE MANNER AND AT THE TIME DESIGNATED IN ARTICLE IV, will be paid for the services performed and materials delivered as described in Attachment A. The maximum amount of this Agreement includes reimbursable expenses as defined in Article V. Payment is subject to retainage pursuant to Article IV, E.

Unless modified by written agreement, the CONSULTANT shall provide all of the tasks and work products described in Attachment A for a price not to exceed the (\$98,000) referred to above (AND AS CONDITIONED BY ARTICLE IV). Cost overruns shall be the responsibility of the CONSULTANT and no adjustment shall be made in the contracted cost in the absence of extraordinary circumstances.

ARTICLE IV

TERMS OF PAYMENT

As consideration for providing professional services enumerated in Article I, METRO shall pay the CONSULTANT:

A. For the services described in Scope of Work the amount of the CONSULTANT's labor costs, subconsultant costs, reimbursable expenses and indirect costs expended for the services at the rates shown in the Budget/Cost Proposal.

- B. METRO reserves the right to change, add or delete items as presented in the Scope of Work as necessary by METRO or its representatives and such items will be addressed by the CONSULTANT, unless CONSULTANT objects in writing within ten (10) days after receipt of such changes, deletions or additions that they materially change the Scope of Work. For additional services authorized by METRO but not specifically provided for hereunder, METRO shall pay the CONSULTANT the amount of CONSULTANT's costs, on the same basis stated in Article IV, A.
- C. On or after the 30th day of the month, CONSULTANT may invoice METRO for that portion of the work completed, plus indirect costs and reimbursable expenses, during the previous month. Each invoice shall be supported by a general description of the work completed on a task by task basis. The invoice shall identify prior billings and total to date for each of the cost categories shown. Each invoice must be approved in writing by METRO prior to payment in accordance with Section E of this Article.
- D. METRO shall pay CONSULTANT for the amount of approved invoices within thirty (30) days after receipt of invoices, except that METRO may retain five (5) percent of compensation for personal services for each invoice except the final invoice. Payment of retainage will be made at completion of each phase. CONSULTANT can request METRO to pay retainage on individual tasks if completion of a phase is delayed by any entity other than CONSULTANT.
- E. CONSULTANT shall notify METRO in writing when all services are completed and all terms of this Agreement are satisfied by CONSULTANT. If METRO agrees, it shall acknowledge in writing within five (5) working days that the services are accepted. If METRO disagrees, it shall so notify CONSULTANT in writing within five (5) working days and advise of deficiencies. Thereupon, CONSULTANT shall take corrective measures, upon the conclusion of which METRO shall then issue its acceptance of the services.
- F. Upon receipt of METRO's acceptance of services, CONSULTANT may submit its final invoice for all retainage and for any other amounts which may then be due and payable.
- G. The total payment to the CONSULTANT shall not exceed the sum of SIXTY THOUSAND (\$60,000) DOLLARS until such time as METRO'S Council approves a budget amendment authorizing such expenditure. If such approval is not given, the CONSULTANT'S services shall terminate upon reaching the authorized budget limit of SIXTY THOUSAND (\$60,000) DOLLARS. If the Metro Council approves a budget amendment authorizing the expenditure of funds for this Agreement in the amount referred to in Article III, the Consultant will be provided with a copy of the Ordinance or Resolution authorizing same and may consider receipt of same as authority to continue provision of services up to an amount not to exceed that sum referred to in Article III.

ARTICLE V

EXPENSES

METRO shall reimburse CONSULTANT at cost for all "out of pocket" expenses directly chargeable to the work at the then current rates. These expenses are included in the maximum sum in Article III for the attached Scope of Work.

ARTICLE VI

METRO'S RESPONSIBILITIES

- A. METRO shall provide information regarding the requirements for the Scope of Work.
- B. METRO designates Phil North, Senior Solid Waste Planner, Project Manager, Solid Waste Department, as its representative authorized to act in its behalf. The representative shall examine submissions made by the CONSULTANT and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the CONSULTANT's work.
- C. METRO shall furnish information required of it as expeditiously as necessary for the orderly progress of the work and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof.
- D. METRO reserves the right to extend the completion for this Agreement.

ARTICLE VII

CONSULTANT'S ACCOUNTING RECORDS

Records of the CONSULTANT's services performed and the record of direct cost expenditures pertaining to the Scope of Work shall be kept on a generally recognized accounting basis and shall be available to METRO or its authorized representative for a period of three (3) years. CONSULTANT shall provide documentation for any direct costs at the request of METRO.

ARTICLE VIII

LIABILITY AND INDEMNITY

- A. CONSULTANT is an independent contractor and assumes sole responsibility for the contents of its work and performance of its services and assumes full responsibility for all liability for bodily injuries or physical damage to person or property arising out of or related to this Agreement.
- B. CONSULTANT shall indemnify and hold METRO, its agents and employees, 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, with any patent infringement arising out of the use of CONSULTANT's designs or other materials by METRO or with any claims or disputes involving subcontractors or contractors.
- C. CONSULTANT shall include language substantially similar to that in paragraphs A and B above in any subcontracts which it may enter into.

ARTICLE IX INFORMATION, REPORTS AND DATA

A. All information, reports, plans, specifications and data collected or prepared by CONSULTANT or its subconsultants hereunder shall become the property of METRO and may be used by METRO for any purposes whatsoever. CONSULTANT shall have the right to use copies of all such documents prepared by it hereunder in the conduct of its business without accounting to METRO unless otherwise specified by METRO.

Insofar as the work under this Agreement may require, METRO shall furnish the CONSULTANT such pertinent data as is presently in METRO's possession. CONSULTANT acknowledges that certain valuable and confidential proprietary information may be disclosed to the CONSULTANT during performance of this Agreement and that any disclosure of such confidential information is solely for the purpose of performance of this Agreement.

Confidential information shall include all information identified as such in writing by METRO. CONSULTANT shall limit access to confidential information to those of its agents, officers or employees who require such access to enable CONSULTANT to perform this Agreement, and shall use its best efforts to ensure that the use of such confidential information by its agents, officers and employees shall be limited to the purposes contemplated by this Agreement.

CONSULTANT, at the termination of this Agreement for any reason, shall return all confidential information. CONSULTANT shall advise METRO of the identity of any person

requesting confidential information and, except as required by law, shall not disclose any confidential information to any third party without the prior written consent of METRO. CONSULTANT shall not issue any report or statement to any third party which may disclose confidential information without first obtaining METRO's written approval to issue such report or make such statement.

B. CONSULTANT shall include in any subconsultant contracts language substantially similar to that in paragraph A above.

ARTICLE X

TERMINATION

METRO may terminate this Agreement in its sole discretion upon giving CONSULTANT five (5) days oral or written notice, oral notice to be confirmed in writing. In the event of termination, CONSULTANT shall be entitled to payment for labor performed and reimbursable expenses incurred to the date of termination. Termination by METRO will not waive any claims or remedies it may have against CONSULTANT.

ARTICLE XI

PUBLIC CONTRACTS

CONSULTANT 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 this Agreement. CONSULTANT acknowledges receipt of copies of ORS 187.010 - .020 and 279.310 - .430.

ARTICLE XII

SUCCESSORS AND ASSIGNS

METRO and the CONSULTANT each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. This Agreement may not under any condition be assigned or transferred by either party.

ARTICLE XIII

SUBCONTRACTS

All subconsultants must be approved by METRO.

ARTICLE XIV

DBE/WBE REQUIREMENTS

CONSULTANT shall adhere to the provisions of METRO'S Disadvantaged and Women-Owned Business Enterprises goals (DBE/WBE). The goal for Disadvantaged Business Enterprises (DBEs) is seven (7) percent and for Women-Owned Enterprises (WBEs), five (5) percent. Failure to achieve these goals must be clearly demonstrated not to have been due to a lack of good faith effort in attempting to meet these goals. A copy of the METRO Code Chapter 2.04 is attached hereto and incorporated by reference herein as Attachment C.

ARTICLE XV

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

R. W. BECK AND ASSOCIATES	METROPOLITAN SERVICE DISTRICT
By:	Ву:
Date:	Date:

ATTACHMENT A

SCOPE OF WORK

Task # 1

Perform a site feasibility analysis of _______ site(s) identified by Metro through its site solicitation process. The analysis should include all pertinent zoning and land use issues, the permitting process and timetable, environmental considerations and community impacts such as traffic flow, litter and aesthetics. It is emphasized that the foregoing list of considerations is illustrative only and not intended to exclude other relevant site feasibility issues. The consultant will be responsible for identification of other appropriate issues in its site feasibility analysis. Based upon the site feasibility analysis, the consultant shall select the most acceptable site.

Task # 2

Utilizing the site selected from Task # 1, the consultant shall provide; 1) a conceptual design of a publicly owned, privately operated Metro East station and; 2) a detailed separate cost estimate for (i) design of the facility, (ii) construction of the facility, and (iii) operation of the facility.

With respect to the conceptual design, the consultant shall include, but not be limited to the following items:

- a. preliminary site evaluation (from Task # 1)
- b. conceptual site plan
- c. analysis of land use issues (from Task # 1)
- d. environmental considerations (from Task # 1)
- e. on-site vehicular circulation diagram
- f. material process and flow diagram

With respect to the requirement to provide detailed cost estimates, the consultant shall provide cost estimate scenarios for facilities with three different assumed recovery levels of recyclables; 10 percent or more, 20 percent or more, and 30 percent or more.

Task # 3

A. The consultant shall perform an analysis of the relative advantages and disadvantages of public versus private ownership (assuming private operation in either case) of a transfer station/recycling facility. The analysis will not be site specific. The comparisons made shall include management, regulatory, operational and cost

considerations associated with the two types of ownership and shall take into account the following criteria:

a. anticipated capital and operating costs

b. adherence to Metro waste reduction policies

c. whether the implementation of the solid waste management plan is best achieved

d. which is most compatible with existing facilities and programs

e. flexibility to respond to changing circumstances that may require capital improvements, new methods of operation and similar factors

f. environmental acceptability

- g. ease of access by the public and collection industry (if applicable)
- h. avoidance of vertical integration of the solid waste business
- i. management of the facility to effectively exercise equity in fee collection, rate changes, flow control, periodic review, responsiveness to policy changes and related operational changes

j. ability to provide appropriate mitigation and/or enhancement measures

B. In addition to the advantages/disadvantages analysis, the consultant shall also analyze a scenario under which Metro chooses to purchase or lease/option a facility proposed to Metro under the "Private RFP" referred to in the introduction to this RFP. The consultant shall, with respect to this scenario, describe how any advantages determined in the preceding analysis may be enhanced/promoted and how any disadvantages may be mitigated or minimized.

NOTE: The following attachments to Exhibit A, contract documents, have not been printed in this agenda packet:

- Attachment B Proposal to Provide Consulting Services for Preliminary Site Evaluation, Preliminary Design, Cost Estimates and Public/Private Ownership Analysis for the Metro East Station for the Portland Metropolitan Service District Solid Waste Department, January 31, 1989
- Attachment C Metro's Disadvantaged Business Enterprise
 Program (Sections 2.04.100 through 2.04.180
 of the Metro Code)

Contact Phil North, Solid Waste Analyst, if you would like a copy of either document (221-1646, extension 247).

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COMMITTEE REPORT

Agenda Item No._

Meeting Date March 9, 1989

CONSIDERATION OF RESOLUTION NO. 89-1059, FOR THE PURPOSE OF AUTHORIZING ENTRY INTO A CONSULTING CONTRACT WITH R. W. BECK & ASSOCIATES FOR A SITE FEASIBILITY STUDY, CONCEPTUAL DESIGN, COST ESTIMATIONS AND ANALYSIS OF PUBLIC VS. PRIVATE OWNERSHIP OF METRO EACH STATION

Date: March 1, 1989

Presented By: Councilor Sharron Kelley, Vice Chair, Council Solid Waste Committee

COMMITTEE RECOMMENDATION

The Solid Waste Committee recommends Council adoption of Resolution No. 89-1059.

COMMITTEE DISCUSSION/ISSUES

Two proposals were received to provide consulting services for the public/private analysis, site evaluations and conceptual design for the Metro East Station. The Solid Waste Committee agrees with the evaluation team that both R. W. Beck & Associates, and Gershman, Brickner & Bratton, Inc. are very capable firms. The consensus of all members of the evaluation team was that R. W. Beck had the best overall proposal. The Solid Waste Committee supports that evaluation.

The main issue debated by the Solid Waste Committee was the number of sites that would be evaluated by the consultant. The evaluation team recommended earlier that the number of sites to be analyzed be reduced to a number not to exceed three. The Solid Waste staff recommends the original scope of work (up to eight sites).

The Committee recommended that the consultant begin evaluating sites as soon as possible so that the information can be presented in meetings with neighborhood groups early in the siting process. It was also pointed out that an evaluation of up to eight sites may be necessary because additional sites have been suggested by citizens at recent neighborhood meetings with Metro Councilors. The Committee decided to support the original scope of work which provides for evaluation of up to eight sites.

VOTE

The Solid Waste Committee voted 4 to 0 to recommend Council adoption of Resolution No. 89-1059. Councilors voting: Gary Hansen, Chair; Sharron Kelley, Vice Chair; Roger Buchanan and Mike Ragsdale. Absent: Judy Wyers. This action taken February 28, 1989.

STAFF REPORT

REPORT ON THE SELECTION OF R. W. BECK AND ASSOCIATES AS THE PREFERRED CONSULTANT TO PROVIDE SERVICES FOR THE PUBLIC-PRIVATE ANALYSIS, SITE EVALUATIONS AND CONCEPTUAL DESIGN FOR THE METRO EAST STATION

Date:

February 21, 1989

Presented by Bob Martin Phil North

FACTUAL BACKGROUND AND ANALYSIS

On December 12, 1988 a Request For Proposals (RFP) was issued by the Solid Waste Department for the purpose of soliciting proposals to provide consulting services to:

- Perform a site feasibility analysis of sites identified by Metro through its site solicitation process relative to the Metro East Station
- 2) Provide a conceptual design of a publicly owned, privately operated Metro East Station
- 3) Provide a detailed separate cost estimate for:
 - a) design of the facility *
 - b) construction of the facility *
 - c) operation of the facility *
 - * (cost estimates will include three different materials recovery levels of 10% or more, 20% or more and 30% or more)
- 4) a) Provide an analysis of the relative advantages and disadvantages of public versus private ownership (assuming private operation in either case) of a transfer station/recycling facility (not site specific)
 - b) Analyze a scenario under which Metro chooses to purchase or lease/option a facility to be proposed under the forthcoming proposals for a private Metro East Station, and describe how to enhance the advantages or mitigate the disadvantages determined in the task described in (a)

The proposal due date was January 31, 1989. There were two responses to Metro's RFP; one from Gershman, Brickner and Bratton, Inc. (GBB) and one from R. W. Beck and Associates. GBB had a total

cost proposal of \$99,500 and R. W. Beck had a total cost proposal of \$98,000.

The evaluation team consisted of Sharron Kelly, Metro Councilor, Neil Saling, Metro Construction Projects Manager, Jim Watkins, Engineering and Analysis Manager, Solid Waste Dept. and Phil North, Senior Solid Waste Planner, Project Manager, Solid Waste Dept. After initial review and discussion by the team, it was determined that both proposers were qualified, had met the DBE/WBE guidelines and had comparable cost proposals. Both firms were scheduled for interviews which took place on Friday, February 17, 1989.

During the interview process, both firms were asked to respond to the following question: If Metro desired to reduce its overall costs of this project, what elements of the scope of work would you suggest eliminating or modifying to accomplish Metro's goal? Both firms responded that the site selection protocol could be limited since the sites known to Metro were from responses to a Metro solicitation as opposed to a selection/evaluation process.

In the absence of community approval of a particular site, it was indicated that any site among the known sites could be criticized based upon selection methodology. The evaluation team agrees with that observation and believes that a reduced level of site review and evaluation will not negatively impact the work product of the consultant. A cost savings to Metro will accrue at the same time.

The evaluation team therefore recommends that the scope of work for the site evaluation element of the consultant contract be amended to provide that the consultant select from a choice of sites determined by Metro, not to exceed three. The attached contract provides alternative options for Metro to provide one, two or three sites for consultant evaluation as well as the original Scope of Work. The cost of the options are: one site, EIGHTY TWO THOUSAND TWO HUNDRED (\$82,200); two sites, EIGHTY SEVEN THOUSAND ONE HUNDRED FORTY (\$87,140); three sites, NINETY TWO THOUSAND ONE HUNDRED (\$92,100) and the original Scope of Work (up to eight sites), NINETY EIGHT THOUSAND (\$98,000) DOLLARS.

The consensus of all members of the evaluation team was that R. W. Beck had the best overall proposal. R. W. Beck had the lowest initial cost proposal, however, given the indication by both parties that the site evaluation element of the proposal could be reduced, cost was not the most significant selection criterion.

The evaluation team members all concurred that the R. W. Beck team has greater depth in the waste reduction, recycling and materials markets area, and more extensive experience in the design and construction of transfer stations. GBB's greatest strength was in the site evaluation category, but given the probability of reducing this element of the proposal, this advantage was minimized.

Both firms had retained R. A. Wright for the conceptual design element of their proposals. This firm is known and respected by Metro, but no relative advantage accrued to either proposer by its presence on the team.

Funds for this consultant contract were allocated by budget amendment Ordinance No. 88-274 in the amount of \$60,000 per Council action on December 8, 1988. Therefore, a budget amendment will be necessary to authorize completion of all proposed consultant services with R. W. Beck even with a reduced scope of services.

A draft contract incorporating an amended scope of work relative to site selection and a Resolution authorizing the contract with R. W. Beck accompany this staff report. The contract provides for the contingency of a required budget amendment

Executive Officers Recommendation:

The Executive Officer recommends approval of the proposed contract with R. W. Beck with the Scope of Work for Task # 1 limited to sites) (original Scope of Work, up to eight sites). It is further recommended that the fiscal year 1988-89 budget be amended to provide the additional sum of (\$) to supplement the funds authorized for this contract in Ordinance No. 88-274.