
**Smith and Bybee Wetlands Natural Area
Management Committee**

Larry Devroy, Chair



METRO

600 NE Grand Ave.
Portland, OR 97232-2736

Smith and Bybee Wetlands Management Committee Meeting

5:30 p.m. - 7:00 p.m., Tuesday, January 26, 2010
Metro Regional Center, 600 N E Grand Ave., Room 270
Portland, Oregon 97232

AGENDA

Welcome and introductions	(Larry Devroy)	5:30 pm
Approve April's meeting notes	(Larry Devroy)	5:30 – 5:35 pm
Natural Resource Management Plan update	(Janet Bebb)	5:35 – 6:05 pm
General updates		6:05 – 6:30 pm
Adjourn		6:30 pm

MEETING SUMMARY
Smith and Bybee Wetlands Management Committee
January 26, 2010

In Attendance:

Larry Devroy (Chair)*Port of Portland
Troy Clark (Vice Chair)*Audubon Society of Portland
Lynn Barlow*Portland Parks & Recreation
Dave Helzer*Portland Bureau of Environmental Services
Patt Opdyke*N. Portland Neighborhoods
Pam Arden*40-Mile Loop Trust
Dale Svart*Friends of Smith & Bybee Lakes
Susan Barnes*Oregon Dept. of Fish & Wildlife
Dan Kromer*Metro Parks & Environmental Services
Paul VandenbergMetro Parks & Environmental Services
Janet BebbMetro Sustainability Center
Eric TonsagerOregon Bass & Panfish Club

* Denotes voting SBWMC member

The meeting was called to order at 5:41 PM. Introductions.

Approve October's Meeting Summary

The group looked over the meeting summary and briefly reviewed the October 20, 2009 meeting. The attending members approved the summary unanimously.

Natural Resource Management Plan (NRMP) Update

Janet Bebb explained that the consultant was unable to attend this meeting. The scope of work for the Request for Proposals underwent several revisions and the RFP sent out (see attached). The subjects of access and habitat protection were particularly sensitive, so the idea of "compatible" access rather than "balanced" was used. Also, though St. Johns Landfill is not yet ready for public access, it's not too soon to start planning for it.

The goal of the Plan is not to start over, but to continue the good work done to this point. It's more important to tag the species and habitats highest in priority for conservation than to include minute details.

Information needed by those responding to the RFP was included in the scope, and a pre-proposal meeting was held prior to the holidays. Four proposals were received last week; the review committee will be made up of Dave Helzer, Patt Opdyke, Larry Devroy, Dan Kromer, Bob Sallinger, Paul Vandenberg, Elaine Stewart, and Jonathan Soll. They will read through the proposals and meet on February 4 to discuss.

Scope and fees will be aligned during negotiations, because the scope as presented exceeds the budgeted amount. The proposer should be in place by the next meeting.

Councilor Burkholder is interested in becoming more involved in the Committee, and would like to look into the possibility of bringing in science students to somehow work on the project. Sharing the process of figuring out measurable targets could be of use to high-school students. Perhaps the Metro landfill grants could help fund such an effort. The group discussed the possibilities; a middle school teacher has contacted Metro about similar ideas. This is a great time for schools to get this into their budget, Patt commented.

Regarding the tree ordinance discussed at the October meeting, Chris Scarzello (City of Portland) would appreciate Committee members showing their support at Portland City Council meetings. Janet explained which land-use permits would be expedited if the ordinance passes.

Janet is researching exemplary documents for reference while developing the Plan. Some are painfully scientific; others are heavy on process and light on actual planning. She'll share some examples with the group electronically. The best scenario would be a combination of the two, while also being understandable and accessible to the target audience.

Paul Vandenberg suggested looking at the Fresh Kill Landfill closure master plan, which includes mitigation of the site and the surrounding area (which is 20 times the size of Forest Park). That project is expected to be a major recreational area when complete.

Hoping to be ready to go with a consultant in March. This group may need to meet more often, perhaps every six weeks starting in April, and perhaps open some meetings up to the public. Completed documents will likely be ready to go early next year.

Compatibility between the goals of Metro and the groups represented in the Committee is important; staff will meet with each group to that end. Troy pointed out an "orphan" portion of the area as a good example of sites that should be included in the update. Are we locked into the existing boundary, or are there possibilities, Larry mused. Particularly if there has been a change of ownership of any piece, "wobble room" is possible. Changing the boundaries, however, would need a Plan amendment, which is more difficult. The group discussed.

Building trust with the neighborhood associations and other stakeholders is crucial; communication with them should begin soon.

General Updates

Dan Kromer: Chair election/re-election. Larry suggested Dave Helzer, who wondered if at this juncture it might be desirable to keep Larry (and his experience) in place. Troy would like to stay on as vice-chair. Dave was officially nominated, and unanimously voted/volunteered into the position.

Troy brought bird counts he's been gathering once a week and gave some examples of activity in the area. About a month ago, coming in from the landfill side (he takes two different routes for the counts), he saw the two pair of resident bald eagles circling and chattering with each other, testing boundaries. Each pair has firmly delineated borders.

Rivergate Rail project – nearly complete in the Ramsey Rail area. The area just before the Lombard overcrossing has some permanent stockpiles of sand. The Port is working with engineers to ensure not creating habitat where there shouldn't be.

Susan Barnes reported that a Grant High School teacher has been discovered to have an array of wildlife possibly taken from the Smith & Bybee area. The teacher had called DFW to report that a student had obtained a turtle hatchling; and Susan picked it up to be cared for at the Audubon Society for the winter. The classroom had several other captive native and non-native wildlife species. Enforcement is difficult, but Metro's James Davis has informed the teacher several times that he needs a special use permit in order to collect wildlife from that property. The permit would allow transfer of data that would benefit both Metro and the DFW. The principal will be contacted to try and work out the situation amicably; the student's also need to be taught about the laws.

Native Turtle Working Group – an OSU professor has applied for grant funds to do native turtle conservation planning in the Portland area. If the funding comes through (perhaps as early as the end of February), the Smith & Bybee area should be part of it. The entire project would take about 18 months . Another group has applied for a different grant, which could include a half-FTE to help.

Adjourned at 7:04 p.m.

Next meeting: Tuesday, April 27, 2010

gbc

Attachment

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Queue



METRO

PEOPLE PLACES

OPEN SPACES

RFP 10-1579

SMITH AND BYBEE WETLANDS NATURAL AREA MANAGEMENT PLAN

Sustainability Center

600 N.E. Grand Avenue
PORTLAND, OR 97232
(503) 797-1700

Project Manager:

Janet Bebb
Principal Regional Planner
(503) 797-1876
Janet.Bebb@oregonmetro.gov

Procurement Manager:

Sharon Stiffler
Procurement Analyst
(503) 797-1613
Sharon.stiffler@oregonmetro.gov

Notice is hereby given that proposals for RFP 10-1579 for: Smith Bybee Wetlands Natural Area Management Plan shall be received by Metro, 600 N.E. Grand Avenue, Portland OR 972327 until 4:00 p.m., January 22, 2010. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. PROPOSERS SHALL REVIEW ALL INSTRUCTIONS AND CONTRACT TERMS AND CONDITIONS.

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FOR Smith & Bybee Wetlands Natural Area Management Plan RFP #10-1579

I. INTRODUCTION

The Sustainability Center of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for Smith and Bybee Wetlands Natural Resources Management Plan. A non-mandatory pre-proposal meeting will be held at Metro, January 6, from 3:30 – 5:00 p.m.

Proposals will be due no later than 4:00 p.m., January 22, 2010 in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736.

Metro, in partnership with the Smith and Bybee Wetlands Management Committee, seeks consultant services for conservation planning for Smith and Bybee Wetlands Natural Area. The project includes assessment of the health of the wetlands, establishment of conservation targets, a threat assessment, and detailed strategies to protect and restore this important natural resource area. Additionally, this project will host a dialogue and determine the future access to the area with consideration of high-quality experience of nature in an urban environment. The adjacent St. John's Landfill is part of the management area and included in the consideration of habitat for wildlife as well as access by people. The results of this project will become the management plan for the area, replacing the 1990 natural resources management plan.

II. BACKGROUND

Not very long ago, as human history is measured, the Columbia River was an untamed and dynamic waterway that exerted a powerful force within its floodplain. The bottomlands adjacent to this great river were a maze of channels and sloughs, shallow lakes, ponds, marshes and forests. The configuration of this complex landscape changed with the seasonal fluctuations of the river and with major flood events. Large and small mammals, waterfowl, birds of prey and numerous other species were very abundant in this productive habitat. Resident and migratory fish thrived in the river, its side channels, and wetland habitats.



This is the opening paragraph of the Natural Resources Management Plan (NRMP) for Smith and Bybee Lakes adopted in 1990. It is evocative of the place and continues to be an appropriate opening statement. Since this was written, there have been changes at Smith and Bybee Wetlands Natural Area. Tasks laid out in the NRMP have been accomplished and new challenges have arisen. The purpose of this project is to take the 1990 NRMP as a strong point of departure and update the

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management plan to be an effective tool to guide the protection of Smith and Bybee Wetlands Natural Area for the next ten years.

Smith and Bybee Wetlands Natural Area is about 1,950 acres in North Portland, and at least 1,200 acres of it are seasonally to permanently flooded. Historically these wetlands were part of an extensive complex of sloughs, marshes and lakes that occupied the south shore of the Columbia River. Most of this complex has been drained and filled. The Smith and Bybee Wetlands Natural Area represents the largest remnant of this habitat in the Portland area.

The 240-acre St. Johns Landfill, directly west and southwest of the landfill, was active for 50 years and has been closed since the early 1991, with no public access. The site perimeter is riparian, bordered by the Columbia Slough and wetlands. The surface is largely open meadow with spectacular views and significant potential for improving wildlife habitat.

The management area has multiple owners who, together with residents and community leaders, developed a common vision to restore and maintain the lakes “faithful to their original natural condition.” Metro has managed the area for the past twenty years, with support from many partners (both public and private). Key accomplishments include:

- Construction of an effective water control structure;
- Habitat restoration projects on more than 100 acres of land dominated by invasive species such as reed canary grass;
- Construction of recreational facilities, including a parking lot, shelter, restrooms, trail access, and canoe launch;
- Hosting environmental education at the site; and
- Covering the St. Johns Landfill and implementing effective environmental controls.

III. PROJECT SUMMARY

There are four main components to this project.

- **Goals, Targets and Stresses:** relying on existing information, assess the overall health of the resources and establish conservation targets and objectives. Determine the factors that negatively impact natural resources and model targets with stresses. This planning model, the Enhanced 5-S Framework, was developed by The Nature Conservancy.
- **Building on work to date,** determine the right balance of access and high-quality experience of nature by people with habitat preservation including a focus on the St. John’s Landfill. Work with key stakeholders including neighborhoods, 40-Mile Loop advocates, adjacent businesses and people with special interests such as wildlife viewing, hiking, fishing, paddling, and environmental education.
- **The third component** involves developing implementation strategies that will effectively protect or enhance the conservation targets. In addition to physical, restoration strategies, this project will consider policy and funding strategies.
- **The final component** is to communicate the results of the NRMP update to a broad audience, building support and stewardship for this outstanding natural area.

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IV. PROJECT PARTNERS

Smith and Bybee Wetlands Management Committee was established by the 1990 NRMP and is a group of twelve members including technical staff charged with the implementation of the NRMP and policy guidance. This committee will review, discuss and provide guidance for the NRMP update. Meetings for this project are anticipated to be monthly and will be open to the public.

The City of Portland formally adopted the NRMP into Portland's Zoning Code in 1990. The Bureau of Sustainability and Planning will serve as advisors on this project in regard to the Zoning Code and the interface with the environmental code provisions. Restoration and park planning staff will also review and discuss alternative strategies. Their participation is welcome and advisory.

Friends of Smith & Bybee Lakes is a community based group that advocates for the conservation, restoration and enhancement of the wetlands. They sponsor paddle trips, work parties, and special presentations. They will participate in this process, providing intimate knowledge of the natural area as well as the use of the wetlands. <http://www.smithandbybeelakes.org/>

Public information and review will rely on area neighborhood associations including North Portland Neighborhood Services and the associated neighborhood associations.

Columbia Slough Watershed Council is a diverse group of neighbors, property owners, businesses, environmental groups, recreation advocates, and government agencies who work to restore and enhance the 60 miles of waterways, wetlands, and slow moving channels known as the Columbia Slough. Their mission is to foster action to protect, enhance, restore and revitalize the Slough and its watershed and will take an interest in the NRMP update.

Audubon Society of Portland has designated Smith and Bybee Wetlands as an Important Bird Area.

The Port of Portland is a major land owner of the area covered by the NRMP and the adjacent industrial lands, as well as other adjacent lands managed as wildlife habitat. The Port will have a strong role in the development of the NRMP update.

Consultant teams should plan on engaging the above project partners. See Appendix B for an outline to public engagement.

V. THE CONSULTANT TEAM

The prime consultant should assemble an experienced, multi-disciplinary team that is committed to a creative, collaborative process. Team members should have skills in:

- ecosystem analysis, mapping, GIS, determination of desired future conditions for degraded habitats, and familiarity with Portland's Zoning Code;
- Professional communication skills required include verbal presentations to small and large audiences, writing skills for documents, PowerPoint presentations, and photography;
- Design/engineering skills in schematic design/preliminary engineering and cost estimating for the landfill trail, bridges, and trailhead. Concept design is complete.
- Paddling skills are useful.

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VI. PROJECT SCHEDULE AND REVIEWS

The consultant contract is anticipated to begin in February 2010 and follow the general schedule outlined below.

A. Work Plan	February 2010
B. Clarify Project Goals	February
C. Conservation Targets and Ecological Attributes	February – March
D. Discussion on access	March - April
E. Analysis of Stresses and Sources	April – May
F. Present Findings	May
G. Develop Implementation Strategies	June – August
H. Develop Monitoring and Research Plan	July - August
I. Document Policy and Funding Plan	July – August
J. Communicate the Results	September – October

Metro will manage the project and will have regular meetings with the project team. The consultant team should plan on lively discourse and respond thoughtfully to all comments. Reviews will take approximately ten days.

VII. PROJECT BUDGET

The Smith and Bybee Wetlands Fund, managed by Metro, has allocated approximately \$45 - 60,000 for this consultant contract. The final scope and fee for services will be determined during contract negotiations. See Appendix A for the draft scope of work with anticipated products and meetings.

VII. NRMP STATUS

Highlights of the accomplishments and outdated elements of the NRMP are listed below. This is not a comprehensive list but rather a summary indicative of the document and potential changes. It is anticipated that the NRMP update will include a



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new document structure and content. This document type is likely to be a “Natural Resources Master Plan” similar to a Conditional Use Master Plan, authorized by Portland Zoning Code and adopted by Portland City Council and Metro Council. The Bureau of Planning and Sustainability is developing the format for the Natural Resources Master Plan and anticipates it will be available for this project.

Natural Resource Management Plan for Smith and Bybee Lakes, 1990

https://scholarsbank.uoregon.edu/xmlui/bitstream/handle/1794/5404/Portland_Natural_Resources_Management_Plan_Smith_Bybee.pdf?sequence=3

- A. Goal Statement and Objectives
Generally the goal statement remains applicable.
- B. Study and Management Area Boundaries
There may be a need to remap boundaries.
- C. Planning Process
The narrative here relates to work prior to the plan adoption in 1990. It's important to keep the history of the plan and also to move this forward in time to date.
- D. Environmental Assessment
This comprehensive assessment was based on 1987 work and can be updated with more recent work. There is substantial existing information that remains current and can be incorporated. See reference documents at the end of this RFP.
- E. Potential Environmental Projects (page 24 - 30)
This list of projects includes many that have been completed as well as some that have become unnecessary or outdated.
 - Water quality monitoring program is ongoing.
 - Flood Gate in the Existing Water Control Structure; the entire structure has been replaced.
 - Dynamic Hydraulic Model of the Columbia Slough and Smith and Bybee Wetlands Natural Area Lakes has been done.
 - Construct new outfalls; as indicated in the scope, there is still work to be done to document all outfalls and their associated risks.
 - Habitat enhancement and restoration projects; these are ongoing.
 - Connecting Bybee Lake to Columbia Slough: this was proven unnecessary.
 - Ramsey wetlands for stormwater treatment: these wetlands are in place and are adjacent to the natural area, not within it.
 - Water augmentation proved cost prohibitive.
 - Dredging to create fish habitat: is an outdated practice and has not been done.
 - Wetlands nursery and lab have proven unnecessary.
- F. Recreation Assessment (page 33 – 37)
This section can be updated with the 2007 recreation matrix.
 - The vehicle parking along N. Marine Drive was constructed and has been replaced with new visitor facilities to the east on Old Marine Drive.

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- Vehicle access is no longer contemplated at the SE corner of the site. This potential site for visitor facilities proved infeasible due to flooding in 1996.
- 40 Mile Loop Trail was sited along the south side of the Slough in 2005 feasibility study.
- Hiking trails are not contemplated all the way around Smith Lake.
- Model airplane facilities were reviewed by the management committee and deemed inappropriate for the landfill.
- The canoe launch at the blind slough was moved to Smith Lake to protect turtles and provides direct launch into the wetlands (the original launch required portage into Bybee Lake).
- Boat launch facilities south of landfill continue to have potential including a trailhead at that location.
- The canoe trail project has not been reviewed recently or implemented.
- Some trail signs have been added.
- Public restrooms have been constructed.
- An Interpretive or Education Center is no longer under discussion. The closest facility is at Whitaker Ponds.
- The interpretive trail project has not been reviewed recently or implemented.
- Park accessories have been added.
- A caretaker residence is no longer contemplated.
- Recreational vehicle park is no longer contemplated.

G. Issues (page 39-49)

- Private property ownership was a key issue in 1990 and is no longer critical, though in-holdings remain.
- Property agreements are still needed.
- The Management Committee has been in place as proposed by the 1990 NRMP.
- Landfill Closure; this section needs a major update. Since 1990 approximately \$60M have been spent on landfill cover construction, environmental investigations, operations and maintenance, and habitat development.
- Environmental impacts and economic issues remain important.
- Balancing recreational use and environmental protection remains a critical issue.
- Screening of industrial development continues to need consideration.

I. Policies and Actions (page 50 - 59)

There are 28 policy statements. Some address management structure, some address code requirements, others address physical places. Many of the policies are still applicable but need updating.

Many of the actions have been completed or are no longer contemplated.

- A trust fund has been established.
- The management committee has been established.
- There is staff support of the management committee.
- Many parcels have been acquired but private in-holdings remain. The subject of future acquisition should be discussed in the context of protecting or enhancing conservation

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targets, including recreation access. Management agreements need review and consideration.

- Recreation facilities have been constructed. Others could be contemplated.

K. Environmental improvement projects are ongoing.

L. Implementation (61)

The Portland Zoning Code has changed substantially since 1990. New consideration should be given to the regulatory environment in light of strategies proposed.

V. PROJECT EXCELLENCE

The following considerations will help define an outstanding project.

Specific, Measurable Objectives

The management plan should be driven by specific, measurable objectives and strategies clearly linked to stresses affecting the identified conservation targets.

Clarity of Vision

The current NRMP vision has guided the area for almost 20 years. Many of the steps envisioned have been carried out successfully, others have proven less significant. This project will be successful if the vision for the next 20 years is clear, compelling and achievable, providing guidance for incremental actions that result in a truly outstanding resource.



Stimulating and Responsive Dialogue

The NRMP Update is an opportunity to bring partners and interested citizens together to learn and discuss the issues around Smith and Bybee Wetlands Natural Area. In many cases, partners are extremely knowledgeable about the area and will share their knowledge. The dialogue will result in increased understanding and strengthened partnerships.

High Quality Communication

Smith and Bybee Wetlands Natural Area is complex ecologically and has outstanding visual beauty. This project is a tremendous opportunity to encourage appreciation for this exceptional resource.

Appropriate Access by People

The 1990 NRMP includes in the goal statement the following: "Only those recreational uses that are compatible with environmental objectives of the Management Plan will be encouraged." This guidance has been followed successfully to date. With the bridge construction over the Slough, connecting

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Kelley Point Park and Marine Drive trail through the management area to points east and south, there will be an increase in people by the wetlands and landfill. This project will anticipate that use and plan for it, including elements of interpretation and education. Project excellence will include determination of how to provide high-quality experiences of the resource for people, in balance with habitat preservation.

Realizing the Potential of St. Johns Landfill

Since the 1990 plan was adopted, Metro has spent \$60 million to transform the St. Johns Landfill from a site typically associated with environmental and public liability to one that is viewed primarily as a community asset with significant potential. The site is still heavily regulated and will always carry potential risk - an estimated 15 million tons of garbage were dumped there. However, there is now ample opportunity for implementing innovative ecological restoration techniques to develop a diverse and resilient landscape at the site. Further, planning is currently under way for a Smith-Bybee trail system, including segments on the landfill, which would offer trails serving hikers, bicyclists, and wildlife viewing. Successful developments on these ecological and recreational fronts are expected to bring associated opportunities for interpretive projects, public education and research.

Project excellence will apply effective understanding of complex technical conditions and features to a creative vision for the future of St. Johns Landfill that realizes its potential to make an important contribution to ecosystem health and diversity, and recreational use within the Smith-Bybee Wetlands Natural Area.

VI. PROJECT ADMINISTRATION

Metro, the Smith and Bybee Wetlands Management Committee and key partners will manage the development of NRMP and have high expectations for project excellence. Janet Bebb, Metro Principal Regional Planner, will manage the day-to-day effort for the contract. Reviews will typically involve multiple partners and consultants will need to respond to diverse and lively opinions. All work products are subject to the project manager's approval, as well as all invoices.



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VI. PROPOSAL INSTRUCTIONS

- A. A non-mandatory pre-proposal meeting will be held 3:30 – 5:00, January 6, 2010.
- B. **Submission of Proposals**
Eight copies of the proposal shall be furnished to Metro,
Metro
Sustainability Department
600 NE Grand Avenue
Portland, OR 97232-2736
- C. **Deadline**
Proposals will not be considered if received after 4:00p.m., January 22, 2010.
Interviews with finalists, should they be needed, are planned for February 1, 2010.
- D. **RFP as Basis for Proposals:**
This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Janet Bebb at (503) 797-1876. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after January 15, 2010.
- E. **Information Release**
All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.
- F. **Minority, Women and Emerging Small 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, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, (503) 797-1816.

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VII. PROPOSAL CONTENTS

The proposal should contain not more than 25 pages of written material (excluding exceptions and comments), describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter (maximum 2 pages)
Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Approach/Project Work Plan (4 pages)
Describe how the work will be done within the given timeframe and budget. Include an outline work plan and schedule. The approach should be clear on the public involvement proposed.
- C. Staffing/Project Manager Designation (5 pages)
Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract, including years of experience.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any sub-consultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

- D. Experience (5 pages)
Indicate how your firm meets the experience requirements listed in section V of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the projects listed, and their respective roles.
- E. Cost/Budget (1 page)
Present the proposed cost of the project in the format of tasks listed in Appendix A. List hourly rates and hours for personnel assigned to the project, total personnel expenditures, support services, and sub-consultant fees. Requested expenses should also be listed. Metro's budget for this project is estimated between \$45,000-60,000, to be negotiated based on the final scope of work.
- F. Project Examples (5 pages)
Include examples of similar project work including ecosystem modeling as well as writing and presentation graphics.
- G. Exceptions and Comments (as needed)
To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this

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RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include 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.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated by a selection committee that will include representation from neighbors, natural resource and communication professionals as well as land managers. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one firm.

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B. Evaluation Criteria:

Percentage of Total Score

Project Work Plan/Approach

The project approach demonstrates a thorough understanding of the issues underlying the NRMP, and an understanding of the scope of work. The narrative indicates an ability to respond to the project objectives and is a well-organized and clear articulation of the project.

Demonstration of understanding of the project objectives	15%
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Experience and Project Examples

Experience and project examples show project staff's success in:

Establishing Conservation targets, objectives and strategies	10
Balancing high quality access by people with habitat	10
Funding and policy strategies	10
Public involvement approach	10

Project Staffing Experience

The prime consultant has experience in performing similar work and sufficient personnel to perform the scope of work. Sub-consultants have experience in performing the work within the fields for which they are responsible. Key project personnel, including the designated project manager, are highly qualified with appropriate experience and time allocated to manage and produce project products. The firms comprising the project team include a diverse work force.

Prime consultant	15
Sub-consultants	10
Minority and Women-owned business	5

Budget/Cost Proposal

The cost proposal reflects an understanding of the project and demonstrates the ability to successfully organize the project. There is sufficient detail to be a realistic representation of the project approach, and is the lowest reasonable cost, comparable to similarly complex efforts. The project schedule is generally in keeping with the time frame established and includes sufficient detail to be a realistic representation of project tasks and durations, including time for reviews.

Projected cost/benefit of proposed work plan/approach	10
Commitment schedule parameters	$\frac{5}{100\%}$

X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

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XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached personal services agreement is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal.



Request for Proposals

Appendix A Scope of Work

The following describes the proposed scope of services and schedule. The final scope and schedule will be determined in negotiations with the selected team. The decision to proceed with each phase will be solely the decision of the project manager.

Phase I – Goals, Targets and Stresses

1. Develop a Work Plan

Prepare a work plan that details the consultant team approach to the project. The work plan should include specific tasks, a description of methodology, products, schedule, reviews and cost by task and discipline. The purpose of this task is to put the work in the team's own words; the level of detail required is above and beyond what is needed for the project proposal. The consultant team will review the key background information, including the NRMP, and develop the work plan with a thorough knowledge of existing resources.

Develop a public involvement plan based on the public engagement outline, Appendix B. Services to be provided include meeting notification, room setup, meeting notes, agenda, meeting participation, and facilitation.

2. Clarify Project Goals

Review and take as a point of departure the goal statement in the current NRMP. Develop goal statements for the project and confirm with stakeholders.

3. Conservation Targets and Ecological Attributes

Review restoration projects to date and their associated successes in developing desired habitats. Update the environmental assessment in the 1990 NRMP and develop a site analysis for the St. Johns Landfill. With guidance from the Oregon Conservation Strategy, select conservation targets (priorities for conservation and protection) and the associated objectives for each habitat or ecosystem, explain the rationale for the target selection and map it. In discussion with stakeholders, determine key ecological attributes for each target and assess its overall health. Factor in recreation goals based on existing information.

4. Access to Smith Bybee Wetlands and the St. John's Landfill

Based on the management committee's recreation matrix work, analyze the current access opportunities and discuss additional access with key stakeholder groups including wildlife viewing, boating, fishing, walking and bicycling. Review future access opportunities at St. John's Landfill, including the access provided by the future bridge across the Columbia Slough. The emphasis on access is to provide high quality experiences in balance with natural resource conservation.

5. Analysis of Stresses and Sources

Develop and document the various factors that can negatively and positively affect the conservation targets. List direct threats and the factors behind them, including consideration of climate change and inappropriate recreation, for review and modification by stakeholders.

Check all documented and undocumented stormwater outfalls for contamination and associated water quality degradation in the lakes.

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Link targets, threats and other factors in a conceptual model. Metro is currently considering using Miradi software for this project. Please include consideration of using that program for modeling.

6. Present Findings

Combine the conservation targets with the analysis of stresses into a cohesive presentation.

Timeframe: February 2010 – May 2010

Products:

- Work plan
- Project goals
- Project ownership and boundary maps
- Map of restoration activities to date
- Conservation targets, narrative and mapping with photographs
- Report on access discussion and conclusions with graphics to illustrate.
- Model of targets and stresses; include maps and other visuals as appropriate
- Web content and presentation
- PowerPoint presentation
- Handouts for onsite tours
- Meeting agendas
- Meeting notes that document the meeting discussions

Meetings:

- Regular meetings with project manager
- Monthly meetings with the Management Committee, open to the public
- One meeting with the Columbia Slough Watershed Council, 40-Mile Loop Land Trust and Friends of Smith Bybee Lakes
- One presentation to The Intertwine restoration forum
- One meeting that combines City of Portland and Metro professional staff
- One open house for neighborhood associations

Phase II – Implementation Strategies

7. Strategies and Actions

Determine strategies that will protect Smith and Bybee Wetlands Natural Area and create a place for wildlife to thrive. Compile an action plan including responsibilities, budget and timeline. Show how strategies will affect conceptual model and realize the conservation targets. Work with the Management Committee and Metro Science and Stewardship staff to establish five-year priorities.

Strategies to include:

- Concepts that will realize species and ecosystem target objectives. Specific projects will be further developed by Metro staff.
- Physical projects that require land use or other permits with sufficient detail and costs for the first five years for projects to be permitted through City of Portland. This will include schematic design level work for the trail around the landfill and trail head;
- Access and recreation strategies.

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8. Develop a Monitoring and Research Plan

Identify indicators for measurable project objectives and key ecological factors, and document a monitoring plan in association with stakeholders. Select methods for data collection; develop a budget and timeline. Indicate how monitoring results will interact with the conceptual model.

Describe research projects that are key to effective management of the area.

9. Document Policy and Funding Plan

Review the 1990 NRMP policies and evaluate each in terms of current needs. Confirm existing policies or propose new policies, in consultation with City of Portland Planning that are needed to protect the wetlands. Clarify the role of the Management Committee. Based on the strategies and actions, develop a funding plan for ten years that considers the Trust Fund principal and the need for future funding.

10. Schematic Design for Trail and Bridges

This master plan document should include specific project work that needs land use approval. Approval of the overall plan by the City of Portland includes the land use decisions on the specific projects. Whereas most restoration projects don't involve land use decisions, the trail and bridge projects will. This master plan will take the approved trail alignment concept design through schematic design and cost estimating, in order to position this work for final design and construction funding. The follow project components will fill a 4-mile gap between Pier Park and the Port of Portland trail on the north side of the north arm of the Columbia Slough at the northwest corner of the St. Johns landfill.

Schematic design and cost estimating will be needed for the following project components:

- upgrading a trail in Pier Park to regional standards
- new regional trail through Chimney Park
- at-grade crossing of Columbia Boulevard
- at-grade railroad crossing north of Columbia Blvd. on the approach to existing landfill bridge
- new trail head/improve existing canoe launch
- improve existing landfill bridge to accommodate trail
- improve existing landfill roads (south, east and north) to accommodate trail, includes fence
- new bike/ped bridge at confluence of Columbia Slough and north arm of slough at northwest corner of landfill; feasibility study will be completed
- regional trail along south slough between existing landfill bridge and N. Portland Road
- improvements to North Portland Rd. bridge to accommodate trail **or** new trail section that goes under N. Portland Rd. bridge to connect up with existing bike/ped bridge to east of Columbia Boulevard Wastewater Treatment Plant (this option requires a railroad overcrossing).

The final scope of this task will be negotiated as part of contract negotiations.

Timeframe: June 2010 – August 2010

Products:

- Strategy Plan
- Monitoring and Research Plan

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- Policy and Funding Plan
- Project development and cost estimates for projects needing land use decisions
- Analysis and Strategy maps as needed
- Web content and presentation
- PowerPoint presentation
- Meeting agendas
- Meeting notes that document meeting discussions

Meetings:

- Regular meetings with project manager
- Monthly meetings with the Management Committee, open to the public
- One meeting with the Columbia Slough Watershed Council
- One meeting with the Friends of Smith and Bybee Lakes
- Two meetings that combines City of Portland and Metro professional staff

Phase III – Communicate the Results

11. NRMP Update Document

Summarize the above information in an accurate and factually complete report that will be approved by Portland City Council and adopted by Metro Council. Graphic presentation will be provided by Metro Creative Services. Develop a related PowerPoint presentation that highlights the key findings and is convincing of stewardship values for community and elected leaders. Provide all information in hard copy master and CD formats. All information is confidential and not for release except with Metro permission.

12. Web

Provide web content including narrative, photographs and maps that will engage a broad audience during and at the conclusion of the project. The information will be posted on the Metro website is likely to be used on partners' websites.

13. Presentation and Events

Organize two on-site tours during the project duration that are opportunities for interested parties to learn about the wetlands and to understand and interact with the content of the project. Organize two open houses for neighborhoods, paddlers, birders and other stakeholders to learn about and discuss project concepts as well as contribute their thoughts about relationships with the neighborhoods.

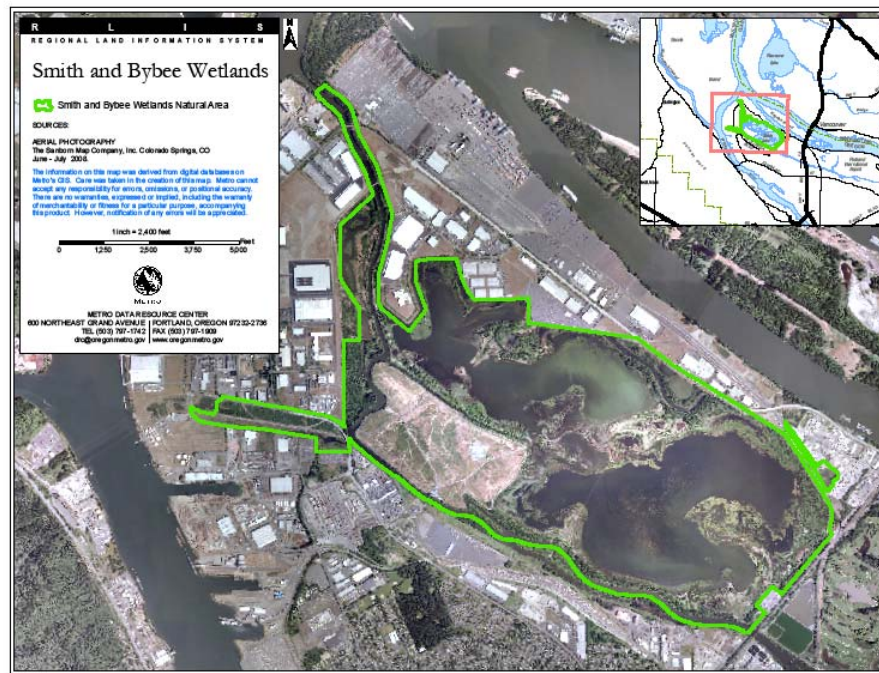
Timeframe: September – October 2010

Products: NRMP Update, web and paper presentation formats
PowerPoint presentation
Articles for media and Metro's Greenscene

Meetings: Regular meetings with project manager
Monthly meetings with the Management Committee that are open to the public
One open house for neighborhood associations, the paddling and wildlife

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viewing community, and other stakeholders
Portland Planning Commission presentation
Portland City Council presentation
Metro Council presentation



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Appendix B Public Engagement Outline

There are four primary areas where public engagement will be important to the NRMP update:

- Sharing information about ecosystem restoration and stewardship;
- Learning from the community about future stresses on the land;
- Discussing access and the recreational use of Smith Bybee Lakes and St. Johns Landfill; and
- Communicating the final plan.

The Smith and Bybee Lakes NRMP update will be science-based and seek the best management practices objectively. This is not a topic for public opinion. At the same time, the information about ecosystems and individual species that will be discussed is an opportunity to engage people, and to build stewardship. Secondly, as we update factors that will stress or negatively impact Smith and Bybee Wetlands Natural Area, the community knows the context well and can inform the process about growth.

Next, from the perspective of human use, the current goal continues to be appropriate, "Only those recreational uses that are compatible with environmental objectives of the Management Plan will be encouraged." (NRMP, page 9) At the same time, this is an opportunity to discuss how well the current access points serve people and to openly discuss the future. There is a new opportunity for access as the St. Johns Landfill becomes publically accessible over time. Overall the intention is that the project area provides interesting, high-quality experiences of nature in balance with appropriate levels of habitat protection.

Finally, the highlights of the plan, as well as interesting details, will be communicated with the public, community leaders and elected officials, to build their understanding and support for this area.

The primary format for project development will be the Smith Bybee Wetlands Management Committee meetings. These meetings will be advertized and everyone is welcome. The committee has representation from the following groups:

- The Port of Portland
- Friends of Smith & Bybee Lakes
- St. John's Neighborhood Association
- North Portland Neighborhood Services
- The 40-Mile Loop Land Trust
- Portland Parks and Recreation
- Portland Bureau of Environmental Services
- Oregon Department of Fish and Wildlife
- Portland Audubon Society
- Metro
- Private landowner (position vacant)

Key Audiences for public engagement

- People who visit Smith and Bybee Wetlands Natural Area now for birding, paddling, fishing, walking, nature enjoyment
- Area businesses and their employees
- Future trail users
- Neighborhood residents, including all ages
- Adjacent property owners
- Area schools
- Groups with special interest in the site, including Columbia Slough Watershed Council, 40-mile Loop Land Trust, Friends of Smith and Bybee Lakes, Audubon Society of Portland
- City of Portland and Metro natural resources and planning staff

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- City of Portland and Metro elected leaders

Methods for engaging people

- On-site information and tours
- Web presence (Metro with link to City of Portland, and The Intertwine)
- Public meetings for businesses and residents
- Presentations to special audiences
- On-site events using existing programs as well as special program for this purpose
- Two public open houses
- Articles in Greenscene
- Ideas proposed by the consultant team

Phase I – Goals, Targets and Stresses

February 2010 – May 2010

The public engagement emphasis during this phase is on providing information about the ecosystems, engaging stakeholders about access, and checking the potential stresses or negative impacts with people who know the area well.

Phase II – Implementation Strategies

June – August 2010

This phase will include Management Committee and other meetings, but as a technical phase, no public open houses or site tours are anticipated.

Phase III – Communicating the Results

September – October 2010

Public engagement at this stage will include review of the draft final documents, along with presentation of final findings.

Appendix C Reference Documents

There are a number of documents related to this project that are in hard copy. Proposers can set up an appointment to read and copy documents by calling Cheryl Gaffke, 503 797 1870. Please allow 2-3 days to schedule an appointment. Photos and large electronic documents are on an FTP site: <ftp://ftp.oregonmetro.gov/dist/parks/SmithBybeeRFP.docx>

The Nature Conservancy Enhanced 5-S Framework for Conservation Planning
<http://www.nature.org/aboutus/howwework/cbd/science/art14309.html> and related links

Portland Zoning Designations for the management area

Natural Resource Management Plan for Smith and Bybee Lakes, 1990

https://scholarsbank.uoregon.edu/xmlui/bitstream/handle/1794/5404/Portland_Natural_Resources_Management_Plan_Smith_Bybee.pdf?sequence=3

Environmental Assessment Update, 2005 (summary prepared for management committee; 3 pages)

Evaluating Future Uses of the St. Johns Landfill, 2004 (policy recommendation to Metro from management committee; 3 pages)

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Outline of Habitat Restoration Plans at SBLWMA, 2001 (framework developed by staff for discussion with management committee)

Recreation Matrix, 2006 (policy recommendation to Metro from management committee; spreadsheet)

Recreation Master Plan, 1992

[There was a facilities study, done in about 1998, that was the precursor for the facilities development.]

Native Vegetation for St. Johns Landfill, 1997

Columbia Slough / St. Johns Landfill Cultural Resource Survey, 1998

Solid Waste Disposal Site Closure Permit No. 116, Issued 2003

St. Johns Landfill Conceptual Plan for Vegetation and Wildlife Habitat, 2004

Smith and Bybee Wetlands Natural Area Trail Feasibility Study, 2005

Level I Ecological Risk Assessment – St. Johns Landfill, 2006

Human Health and Ecological Risk Assessment Work Plan – St. Johns Landfill, 2006

St. Johns Landfill Annual Report on Riparian Vegetation, 2007

St. Johns Landfill Annual Monitoring Reports, 2006-2008

Level II Ecological Risk Assessment – St. Johns Landfill, 2008

Selected Site Maps and Drawings





Personal Services Agreement

For Personal Service Agreements \$50,000 & Up

Contract # _____

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 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, 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 INSURED. 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 \$500,000. 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.



Personal Services Agreement

6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

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 debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 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 279B.110 and Metro Code Section 2.04.052.



Personal Services Agreement

7. 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.

8. 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.

9. 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.

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 _____

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