

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF RELEASING A ) RESOLUTION NO. 92-1621  
REQUEST FOR PROPOSALS FOR BIOLOGICAL )  
MONITORING IN SMITH AND BYBEE LAKES ) Introduced by Executive  
MANAGEMENT AREA AND ALLOWING EXECUTIVE) Officer Rena Cusma  
OFFICER TO EXECUTE THE CONTRACT )

WHEREAS, the Metropolitan Service District adopted the Natural Resource Management Plan for Smith and Bybee Lakes by Ordinance No. 90-367; and,

WHEREAS, the Management Plan designates Metro as the environmental monitor and the manager of the Lakes Trust Fund established by the Plan's adoption; and,

WHEREAS, the Management Plan outlines the need for increased monitoring of the Management Area, specifically, increased biological monitoring; and,

WHEREAS, the Smith and Bybee Lakes Technical Advisory Committee has approved of the biological monitoring plan proposed in the Request For Proposals; and,

WHEREAS, funds were allocated in the Fiscal Year 1991-92 budget for expending up to \$100,000 in personal services with "A" contract designation for environmental monitoring, from which, to date, no funds have been spent; and,

WHEREAS, biological monitoring must proceed as soon as possible due to unusual weather and rapidly changing conditions in the Management Area; therefore,

BE IT RESOLVED:

1. That the Council of the Metropolitan Service District approves the release of the Request For Proposals for biological monitoring in Smith and Bybee Lakes Management Area to vendors; and

2. The Council authorizes the Executive Officer to execute the contract to conduct the biological monitoring in the Management Area upon selection of the successful vendor.

ADOPTED by the Council of the Metropolitan Service District this 28th day of May, 1992.

  
Jim Gardner, Presiding Officer

TRANSPORTATION AND PLANNING COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 92-1621 FOR THE PURPOSE OF  
RELEASING A REQUEST FOR PROPOSALS FOR BIOLOGICAL MONITORING IN  
SMITH AND BYBEE LAKES MANAGEMENT AREA AND ALLOWING EXECUTIVE  
OFFICER TO EXECUTE THE CONTRACT FOR THE MONITORING

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Date: May 28, 1992

Presented by: Councilor Devlin

Committee Recommendation: At the May 26 meeting, the  
Transportation and Planning Committee voted unanimously to  
recommend Council adoption of Resolution No. 92-1621. Voting in  
favor: Councilors Devlin, McLain, Bauer, Buchanan, and Washington.

Committee Issues/Discussion: Jim Morgan, Senior Regional Planner,  
presented the staff report. He reviewed the history of the project  
and itemized some of the environmental changes that will impact the  
project, including landfill closure activities and regulation of  
the water levels that will be undertaken this summer.

Assessment of the biological resources must take place soon in  
order to determine what impact the management changes will have on  
the biological systems.

The RFP has been approved by the Smith and Bybee Lakes Management  
Committee and is slightly different than others because it proposes  
an educational component that will involve the local community and  
area junior high and high schools. This will increase local  
involvement in the resource while utilizing the area as an outdoor  
laboratory. There is significant interest in this component.

There is a time imperative involved in that the warmer weather has  
made the nesting season occur earlier than usual. That is why  
there is a request to allow the executive officer to execute the  
contract.

Councilor Bauer asked whether the amount of funding would be  
changed. The answer was that the funding remains the same.

**REQUEST FOR PROPOSALS**

**FOR**

**Biological Monitoring**

**in Smith and Bybee Lakes Management Area**

**May 1992**

**Metropolitan Service District  
2000 S.W. First Avenue  
Portland, Oregon 97201-5398  
(503) 221-1646**

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**REQUEST FOR PROPOSALS**  
**Biological Monitoring**  
**in Smith and Bybee Lakes Management Area**

**I PROJECT DESCRIPTION**

Introduction

Smith and Bybee Lakes Management Area is a 2000-acre that includes two shallow lakes, wetlands, sloughs, portions of Columbia Slough, uplands, and the closed St. Johns Landfill. The lakes/wetland complex is the largest remnant of Columbia River bottomlands remaining in the Portland metropolitan area. Located near the confluence of the Willamette and Columbia Rivers (see attached map), the lakes area is both a local and regional significant natural area within the urban environment.

In 1989, the Natural Resources Management Plan for Smith and Bybee Lakes was adopted and the Lakes Trust Fund was established. The area will be managed primarily for enhancement of wildlife habitat while providing passive recreational opportunities. The Management Plan outlines numerous environmental projects that are needed, including an environmental assessment of the Management Area. As the Trust Fund Manager, Metro is responsible for managing the environmental assessment.

The comprehensive monitoring plan for the Management Area has been divided into two components: (1) hydrology/water quality and (2) biological monitoring. The hydrology and water quality are principally influenced by the Columbia Slough, St. Johns Landfill, and adjacent industrial activities. The hydrology/water quality component of the lakes monitoring plan will include ground and surface water, sediment, and fish tissue monitoring. As part of Metro's responsibility in closing St. Johns Landfill, this component of the monitoring plan will be conducted separately from biological monitoring that may have objectives different from landfill closure objectives. Fishery assessment will be conducted by U.S. Fish and Wildlife Service.

This Request For Proposal (RFP) seeks proposals for development and implementation of the biological monitoring plan for the Smith and Bybee Lakes Management Area.

Objectives

Proposals for the biological monitoring program for the Management Area should be designed to meet the following objectives:

To assess the current usage of the Smith and Bybee Lakes Management Area by birds, amphibians, reptiles, and mammals.

To evaluate the current wildlife usage in relation to historical and expected usage.

To establish baseline data for detecting significant changes in habitat and usage over time.

To incorporate an educational component in the monitoring plan that enlists direct participation of middle to high school and college-level students.

## **II PROJECT SCHEDULE**

Upon execution of the contract, the vendor is expected to commence development and implementation of the biological monitoring program as needed to timely acquire seasonal data. Since this RFP is being released during the nesting season of fauna found in the Management Area, the vendor may need to be immediately available upon contract execution. The first year of biological monitoring should end in July 1993. A summary report will be due in September 1993.

## **III RESOURCES AVAILABLE**

A maximum of \$50,000.00 is available to complete the professional services contract.

## **IV METHODOLOGY**

Proposals should consider but not be limited to the suggestions given below. Intrinsic to the assessment of each compartment of the ecosystem should be the recording of field observations. Qualitative descriptions of weather, habitat conditions, water quality, and observations of parameters other than what is being immediately assessed should be included for all monitoring activities.

### Historical Data

Biological monitoring data acquired in this project will be compared to historical data as well as providing baseline data for future studies. Prior to development of the biological monitoring plan, all historical biological monitoring data acquired in the Management Area should be reviewed in context of development of the proposed monitoring plan. At a minimum, this should include the 1987 Environmental Studies by Fishman Environmental Services and the files of Oregon Fish and Wildlife Service.

### Photographic Documentation

Two types of photo documentation should be conducted:

- I. At numerous locations selected according to habitat type and critical area, a single-frame photograph will be taken using a 35 mm camera, a 50 mm lens, and ASA 100 color print film. Photos will be taken during the February, June, and September sampling periods in a specified compass direction.
- II. A photomosaic will be made on or about June 1 of each year at selected sites. A contiguous set of photos will be taken using a 35 mm camera, a 50 mm lens, ASA 100 color print film, and a leveled tripod at a height of four feet. The center of the first and last frames will be at indicated compass directions, with each succeeding frame overlapping the previous frame by approximately 25%.

#### Vegetation/Habitat Survey

Three methods for assessing the vegetation communities should be employed: aerial CIR photography, transects, and plot and quadrat sampling.

Metro will provide aerial color-infrared photographs at 1:6000 scale (1"=500') enlarged to 1"=100' obtained from flights taken in July, approximately synchronizing with the June photographic documentation event. Plant communities will be delineated from the aerial photographs, with sufficient verification on the ground, and digitized for use in a geographical information system (GIS). Plant community and habitat categories will be similar to the classification system used by the U.S. Fish and Wildlife Service. The GIS will be utilized to map and quantify existing areal extent of communities and future surveys.

Habitat types should include the following, at a minimum:

Open Water	Shore Line
Smartweed Swamp	Willow Swamp
Sedge Meadow	Reed Canary grassland
Forest	Upland grassland (fringes and older areas of landfill)

A description of plants along seven transects made in 1982 (U.S. Army Corps of Engineers) and 1986 (Fishman) should be repeated for comparison. Additional transects should be made in representative habitat areas normally not inundated year-round, such as upland forests and grasslands.

Permanent plots will be established for (1) tree and shrub vegetation, (2) quadrates for herbaceous ground cover, and (3) quadrates for emergent/submergent vegetation. Plots and quadrates should be located along transects by randomly determining distances along the transects within a homogeneous habitat area (i.e. stratified sampling). Special areas, such as ephemeral ponds, sedge meadows and isolated ponds, should also be characterized by transect surveys.

- (1) The tree and shrub plots should be designated from points along a transect, plots radiating out from the center point to encompass a certain distance from the center. Species number and size should be recorded, along with density and type of detritus and standing snags.
- (2) Herbaceous ground cover includes both upland and seasonal wetland plant communities. At each designated distance along a transect, a 1 m<sup>2</sup> quadrat should be located and marked at two diagonal corners with stakes. The quadrats should be 1 meter on each side, sub-divided into four quarters using string or wire for making visual estimation easier. Total plant cover should be visually estimated. Species and relative abundance should be recorded.
- (3) Emergent vegetation should be assessed using the quadrat frames set over diagonal corner markers at permanent sites. Total emergent plant cover should be estimated as well as total submergent plant cover. Emergent and submergent plant species should be listed in each quadrat, and the relative order of abundance of species is to be determined. Identification and estimation of relative density of aquatic macrophytes should be coordinated with the CIR aerial imaging (occurring in July) and the aquatic macroinvertebrate survey. Special note should be made of location and relative abundance of Eurasian milfoil.

During any part of the plant survey, any detection of purple loosestrife (Lythrum salicaria) should be noted and removed, if possible.

#### Algae

The population of phytoplankton (algae suspended in the water column) should be assessed throughout the lakes and adjacent sloughs, including the isolated ponds and sloughs near Marine Drive, North Slough, and Columbia Slough. The latter two water bodies should be sampled on the same point in the tidal cycle each sampling date. One-liter samples from the entire water column should be taken in May, June, August, and November.

Phytoplankton should be identified to, at least, the genus level using a phase contrast microscope. Density and relative abundance should be calculated. Analysis for chlorophyll a should be conducted from samples taken from phytoplankton-count sites.

Periphyton (algae attached to substrate) samples should be obtained when its presence is observed during phytoplankton sampling runs. Samples should be taken for later identification and field estimation of relative abundance should be made.



### Aquatic Macroinvertebrates

Benthic and wetland aquatic invertebrates samples should be collected using an Ekman dredge and screened using 1.0 mm mesh. Sample material should be preserved in buffered formalin for lab identification to major taxonomic category. Sediment composition should be noted as to its percentage silt and sand and the relative volume of detritus.

Epiphytic and epibenthic macroinvertebrates population assessment should be conducted, particularly for those associated with submersed and emergent aquatic plants such as amphipods, mysids, snails and insects. This sampling may be coordinated with the aquatic macrophyte survey to insure each aquatic plant community is surveyed for its macroinvertebrate residents. Large areas of the dominant aquatic plant in the lakes, swamp smartweed (Polygonum amphibium), may be harvested in the near future. The role of this of other aquatic plants in providing habitat for macroinvertebrates has to be considered.

Zooplankton samples should be collected using a 130 micron mesh net with a 0.5 m diameter opening. The net should be towed through a known volume of water consistent between sampling sites. Animals should be identified to the lowest possible taxonomic level. Standing crop and relative species abundance should be determined.

In locating sampling sites, an attempt should be made to correspond with previous macroinvertebrate survey locations, notably the 1982 USGS and 1986 Fishman surveys. Sampling should occur on approximately the same date each year in early June and September. Sampling in the Columbia and North Slough should occur on the same point in the tidal cycle on each sampling date.

### Birds

A representative sampling site for each type of habitat within the Management Area will be selected. Unique areas, such as ephemeral ponds and remnant sloughs, should be included. Habitat types should include those distinguished in the vegetation/habitat survey.

Sampling should occur in January, April, June, and September to cover the breeding and migratory seasons. Censuses should be conducted on approximately the same dates each year, taking place between one-half hour before sunrise and three hours after sunrise. The total time period of census transect will be 40 minutes, accumulated from 5-minute observations at 8 points along the transect. Birds will be identified visually and by their vocalizations. All species will be logged by habitat use and abundance.

More frequent bird surveys may be possible through enlisting the cooperation of knowledgeable volunteers, such as the Portland Audubon Society or wildlife students. Permanent transects may be established for regularly-scheduled volunteer surveys.

Evaluation of historical usage of the lakes area by birds will help in indicating usage trends. Observed and potentially occurring species of birds, based on historical data and observations made in similar habitats nearby, should be listed for perspective.

A standard reporting form will be developed to record casual observations made by other observers at anytime of year. Incidental observations of other wildlife types, including mammals, amphibians, and reptiles, will be noted while conducting the avian surveys.

#### Herptofauna

The amphibian and reptile population will be assessed during the breeding season. Both trapping and time-constraint search methods are sampling terrestrial species. Two methods recommended are:

- 1) collection using pitfall traps (plastic buckets) located along 50-meter long drift fences; and/or,
- 2) timed one-person hour searches along transects in each habitat type.

Traps should be checked daily and specimens should be removed immediately to avoid morbidity or mortality. Traps should be promptly removed to minimize impact.

Special attention should be given to survey habitats likely to support critical or rare species, such as the western pond turtle. At least one transect or drift fence will be established to sample each habitat type.

#### Mammals

Small mammals should be detected using live or pitfall traps placed along 100 meter transects in representative habitat types. The presence of large mammals will be determined by observations of signs (e.g. tracks, scat) or observations. Frequency of sampling should be sufficient to assess possible presence of all species that may be found in this habitat, including threatened or endangered species.

## **V PRODUCTS AND DELIVERABLES**

Within one month of the execution of contract, the vendor must deliver a detailed biological monitoring plan to Metro. This plan will be a further refinement of the successful vendor's proposal, changes being made after at least one meeting with Metro staff. Included in the monitoring plan will be a detailed educational component that incorporates public school participation from the St. Johns area.

The vendor may need to proceed in field data acquisition, dependent on the timing of the contract award and field condition (e.g. timing of nesting conditions). This decision will be made by Metro staff in concert with the successful vendor after the contract award.

The vendor will submit reports and all data in digital form as it is acquired on a quarterly basis. A draft summary report will be submitted by July, 1993 for Metro staff review. A final report will be expected in September, 1993.

## VI PROPOSAL INSTRUCTIONS

The following section defines the form and content required for submission of proposals.

### A. Proposal Submission

Three copies of the consultant's proposal must be provided to Metro, directed to the attention of:

Jim Morgan  
Planning Department  
Metropolitan Service District  
2000 S.W. First Avenue  
Portland, Oregon 97201-5398

Proposals are due June 10, 1992, 4:30 p.m. (PDT). Proposals will not be considered if submitted after the deadline. Postmarks are not acceptable.

### B. Format and Content

The format required for the proposal is as follows:

Letter of Transmittal  
Part 1 - Proposed Work Plan  
Part 2 - Project Staffing  
Part 3 - Budget/Cost Proposal

Each part should be clearly labeled for easy reference.

#### 1. Letter of Transmittal

The Letter of Transmittal should contain a brief summary of the key points of the proposal and must include:

- An identification of firms involved in the proposal with a clear designation of prime consultant and lead contact person;
- A statement as to which components of the scope of work are included in the consultant's proposal; and
- A statement that the proposal remain in effect for ninety (90) days after receipt by Metro.

2. Part 1 - Work Plan

The consultant should describe the proposed methodology for carrying out the work tasks described in this RFP. The work plan should be clearly separated into the components outlined in the Scope of Work and should clearly delineate whether the proposal is for all or part of the work defined in this RFP, complete with itemized costs.

3. Part 2 - Project Staffing

Each principal staff person to be assigned to the project will be identified for both the prime and any subconsultant(s). For each person, relevant experience should be described with particular emphasis on the following:

- Role and responsibility proposed for this project and an estimate of time commitment for the individual.
- Relevant experience in biological assessment, particularly plants, herptofauna, birds, and mammals.

Proposals must identify a single person as project manager to work with Metro. The consultant must assume responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

4. Part 3 - Budget/Cost Proposal

The consultant should summarize all expected products and services to be delivered and provide a proposed budget for the overall proposal. Budget details should be provided for the following:

- Delineation of personnel by level (i.e., Principal, Professional and Administrative), hourly rate, person-days assumed and cost;
- Delineation of materials and other direct costs; and
- Administrative support and overhead.

### C. Evaluation

All proposals will be evaluated by representatives from Metro's Planning Department. Each component for which the consultant submits a proposal will be evaluated based upon the following criteria:

<u>Criteria</u>	<u>Percent</u>
<ul style="list-style-type: none"> <li>● <u>Corporate Experience</u> Offerer's collective experience in biological assessment of terrestrial and aquatic plants, herptofauna, birds, and mammals.</li> </ul>	20
<ul style="list-style-type: none"> <li>● <u>Technical Approach</u> The degree of understanding of the monitoring objectives and the plan design to meet those objectives.</li> </ul>	30
<ul style="list-style-type: none"> <li>● <u>Innovative Educational Component</u> Incorporating educational component into monitoring program in a fashion that maximizes local student participation while minimizing monitoring cost.</li> </ul>	25
<ul style="list-style-type: none"> <li>● <u>Cost of proposed service.</u></li> </ul>	25

### D. RFP as Basis for Proposals

This RFP represents the most definitive statement Metro will make concerning information upon which proposals are to be based. No information, other than that which is contained in this RFP, will be considered by Metro in evaluating the proposals. All questions relating to the RFP or the project must be submitted in writing to Jim Morgan, who will determine if a written response or RFP amendment to all parties receiving a copy of this RFP is required. All questions must be received by June 5, 1992.

E. Subconsultants; Disadvantaged Business Program

The following DBE/WBE utilization program requirements should be considered in the context of a letter dated October 22, 1991, and by the Deputy Executive Officer, Richard D. Engstrom, included herein as Appendix A.

Metro has made a strong commitment to provide maximum opportunities for Disadvantaged Businesses in its contracting activities. As such, the successful proposer shall be required to meet the DBE goal of 7 percent and the WBE goal of 5 percent for this contract or demonstrate that a good faith effort has been made to meet the goals. All said DBE's and WBE's for purposes of this requirement must be certified by the State of Oregon by the submittal deadline.

The proposal submitted must contain fully completed Disadvantaged Business Program Compliance form (see Attachment A). Detailed procedures for completing this form, and the additional DBE Utilization form which must be submitted by the close of the next working day following the proposal submission date and any other forms, are contained in Metro Code Section 2.04.155 and 2.04.160(b). Proposers should note the following requirement of the latter section:

"Advertisement in trade association, general circulation, minority and trade-oriented, women-focus publications, if any, and through a minority-owned newspaper or minority-owned trade publication concerning the subcontracting of material supply opportunities at least 10 days before bids or proposals are due."

The following are minority newspapers published in the Portland metropolitan area:

The Skanner	The Portland Observer	The American
2337 N. Williams	P. O. Box 3137	Contractor
Portland, OR 97211	Portland, OR 97208	P. O. Box 1
503/287-3562	503/288-0033	Portland, OR 97211
		503/285-9000

If a proposal does not include at least the minimum participation for both DBE and WBE, then the proposal shall include all (1 through 4) of the following, or it is highly probable that the proposal will be disqualified:

1. Copies of ads seeking the deficient WBE and/or DBE participation published at the proposer's expense at least 10 days prior to the proposal due date in: a

newspaper of general circulation, and a minority oriented publication, or, a trade association publication, or a women-focused publication.

2. Copies of letters addressed to five or more DBE's and/or five or more WBE's addressed not less than 10 days before the proposal due date. In the event that less than five DBE's or five WBE's are certified within the professionals category, and described as having biological monitoring expertise in the current list of certified DBE/MBE/WBE firms by the Office of Minority and Women Businesses, State Executive Department, Salem, OR 97310, 503/378-5651, then all DBE's and WBE's listed within the professionals category, and described as having biological monitoring expertise shall be contacted by letter. In addition, a signed statement from the proposer shall affirm that the proposer has mailed the above-referenced letters by regular or certified letter not less than 10 days before the proposal due date.
3. Copies of a phone log documenting the name of the WBE/DBE contacts, the proposers contact name, the dates and times of follow-up calls, and a summary of the discussion made not later than five days prior to the proposal due date to those WBE/DBE's referred to above.
4. Copies of letters dated at least 10 days before the proposal date from the proposer and addressed to at least five minority community organizations, local, state and federal minority business assistance offices, other organizations identified by the State of Oregon Executive Department's Advocate for Minority and Women Business. Such copies of letters shall be accompanied by statement signed by the proposer affirming that said letters were mailed by regular or certified mail at least 10 days prior to the proposal due date.

A subconsultant is any person or firm proposed to work for the prime consultant on this project. Metro does not wish any subconsultant selection to be finalized prior to contract award. For any task or portion of a task to be undertaken by a subconsultant, the prime consultant shall not sign up a subconsultant on an exclusive basis. Metro reserves the right at all times, during the period of this agreement, to monitor compliance with the terms of this paragraph and Metro's Disadvantaged Business Program.

NOTE: The aforementioned items to be considered in the context of letter of October 22, 1991, contained in Attachment A

## 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 accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. **Contract Type** -- Metro intends to award a personal services contract with the selected firm for this project. A copy of Metro's standard personal services agreement, which the successful consultant will be required to execute, is contained in Appendix B.
- C. **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. A monthly billing, accompanied by a progress report, will be prepared by the selected firm for review and approval by Metro.
- D. **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.

NOTE: The aforementioned items to be considered in the context of letter of October 22, 1992, contained in Attachment A.



## **APPENDICES**

**Appendix A - Metro DBE/WBE Policy and Requirements**

**Appendix B - Metro Personal Services Agreement**

## **Appendix A**

# METRO

2000 SW First Avenue  
Portland, OR 97201-5398  
(503) 221-1646  
Fax 241-7417

October 22, 1991

Dear Potential Bidder/Proposer:

For the past ten years, the Metropolitan Service District has had a special contracting program to encourage participation in Metro contracts by businesses owned by minorities including women. This program has been applied to both federally funded and locally funded projects.

We have now been advised by our General Counsel that the Metro Code provisions relating to participation by minority-owned businesses in locally funded contracts are unconstitutional.

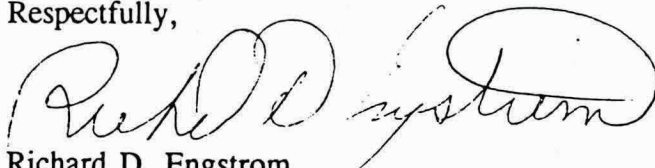
Therefore, I must reluctantly advise you that until the Metro Council acts to correct this defect and/or adopts a new program, I cannot and will not act in probable violation of the law and attempt to enforce the present Metro DBE and WBE Program requirements on locally funded projects.

The economy of the Metro region is comprised of a multitude of emerging and small businesses which mirror the racial diversity within our boundaries. They're our customers and clients. They pay taxes. They hire the local work force. They determine the health of the local economy. Supporting those businesses should not be viewed as just a requirement. Supporting those businesses should be viewed as good business!

I, therefore encourage you to set the legal question aside and voluntarily follow good faith efforts to utilize Disadvantaged, Minority and Women Owned Business Enterprises as your subcontractors and suppliers.

Please consider these issues carefully. Talk to your legal counsel. Reflect upon the larger issue. If you have questions, please contact Rich Wiley at Metro 221-1646 x 116.

Respectfully,



Richard D. Engstrom  
Deputy Executive Officer

Executive Officer  
Rena Cusma

Metro Council

Fanva Collier  
Presiding Officer  
District 9

Jim Gardner  
Deputy Presiding  
Officer  
District 3

Susan McLain  
District 1

Lawrence Bauer  
District 2

Richard Devlin  
District 4

Tom DeJardin  
District 5

George Van Bergen  
District 6

Ruth McFarland  
District 7

Judy Wyers  
District 8

Roger Buchanan  
District 10

David Knowles  
District 11

Sandi Hansen  
District 12

DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM

(To be submitted with Bid or Proposal)

Name of Metro Project: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Disadvantaged Business Program Compliance Form

(To be submitted with ~~Bid or~~ Proposal)

Name of Metro Project: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION FORM**

1. Name of Metro Project \_\_\_\_\_

2. Name of Contractor \_\_\_\_\_

Address of Contractor \_\_\_\_\_

3. The above-named contractor intends to subcontract \_\_\_\_\_ percent of the contract amount to the following Disadvantaged Business Enterprises (DBEs):

<u>Names, Contact Persons, Addresses and Phone Numbers of DBE Firms Contractor Anticipates Utilizing</u>	<u>Nature of Participation</u>	<u>Dollar Value of Participation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total \_\_\_\_\_

Amount of Total Contract \_\_\_\_\_

DBE Percent of Total Contract \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

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

WOMEN BUSINESS ENTERPRISES UTILIZATION FORM

1. Name of Metro Project \_\_\_\_\_

2. Name of Contractor \_\_\_\_\_

Address of Contractor \_\_\_\_\_

3. The above-named contractor intends to subcontract \_\_\_\_\_ percent of the contract amount to the following Women Business Enterprises (WBES):

Names, Contact Persons, Addresses and Phone Numbers of WBE Firms Contractor Anticipates Utilizing

Nature of Participation

Dollar Value of Participation

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

**Total**

Amount of Total Contract \_\_\_\_\_

WBE Percent of Total Contract \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED

BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING

~~BID OPENING~~/PROPOSAL SUBMISSION

## **Appendix B**

### **Appendix B - Metro Personal Services Agreement**

The attached personal services contract represents a standard document approved by Metro General Counsel. Any proposed changes in the language or construction of the document must be raised and resolved prior to and as part of the proposal evaluation process. Award of contract constitutes acceptance of the standard contract terms and conditions. Therefore, Metro shall consider subsequent requests for material changes to the contract as a request to withdraw the original bid.



Project \_\_\_\_\_  
Contract No. \_\_\_\_\_

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation organized under ORS Chapter 268, referred to herein as "Metro," located at 2000 S.W. First Avenue, Portland, OR 97201-5398, 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 maximum sum of \_\_\_\_\_ AND \_\_\_\_\_/100THS DOLLARS (\$\_\_\_\_\_) in the manner and at the time specified in the Scope of Work.
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 personal injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
    - (2) Automobile bodily injury and property damage liability insurance.
  - b. Insurance coverage shall be a minimum of \$500,000 per occurrence, \$250,000 per person, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

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

d. Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and 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.

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

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

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

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

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

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for

payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

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

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

12. 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 five 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. This Agreement is the entire agreement between the parties, and may only be modified in writing, signed by both parties.

CONTRACTOR

METROPOLITAN SERVICE DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## STAFF REPORT

FOR THE PURPOSE OF RELEASING A REQUEST FOR PROPOSALS FOR BIOLOGICAL MONITORING IN SMITH AND BYBEE LAKES MANAGEMENT AREA AND ALLOWING EXECUTIVE OFFICER TO EXECUTE THE CONTRACT FOR THE MONITORING

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Date: May 28, 1992

Presented by: Cotugno/Morgan

## FACTUAL BACKGROUND

On November 8, 1990, the Metropolitan Service District and City of Portland, in a joint session of councils, adopted the Natural Resource Management Plan for Smith and Bybee Lakes. By the adoption of this plan, a Lakes Trust Fund was established and Metro was designated the Trust Fund Manager and environmental monitor for the Management Area.

The Management Plan outlined the need for increased environmental monitoring in the Management Area, including biological monitoring. In the Smith and Bybee Lakes Management FY91-92 budget, \$100,000 was allocated for environmental monitoring. To date, no funds have been spent from this allocation.

## ANALYSIS

Biological monitoring in the Management Area must proceed as quickly as possible in order to fully characterize the biota during this year's nesting season. Field observations indicate that, due to the unusual warm, dry year to date, breeding and nesting activities may be occurring earlier than normal. Establishment of baseline monitoring data this year is important given the changes anticipated in managing the lakes in the next year. Examples of management changes include regulating the lake water levels over a wider range and introducing more recreational use in the Management Area. The effects of these activities on the biota must be known for Metro to make informed management decisions in the future.

An outline of the biological monitoring plan was reviewed and approved by the Smith and Bybee Lakes Technical Advisory Committee. This proposed monitoring plan is included in the scope of work developed for the Request For Proposals (RFP). Stated in the RFP, a maximum of \$50,000 is allowed for the monitoring.

Funds for environmental monitoring were given an "A" contract listing in the FY91-92 budget, requiring Council review in the contract process. It is anticipated that any expenditure for monitoring will not occur until the beginning of FY92-93, given the time required to select a contractor and execute the contract.

Given the imperative need to proceed with the biological monitoring as quickly as possible, it is important that a contract to conduct

this monitoring be executed expeditiously. The Council can save critical time essential to timely implementation of the monitoring plan by allowing the release of the Request For Proposals and authorizing the Executive Officer to execute the contract for biological monitoring in the Management Area.

Proposed Resolution No. 92-1621 requests that the Council release the Request for Proposals for biological monitoring in Smith and Bybee Lakes Management Area. The resolution also requests the Council authorize the Executive Officer to execute the contract upon selection of the contractor to conduct the biological monitoring.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 92-1621.

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# METRO


Planning and Development  
2000 S.W. First Avenue  
Portland, OR 97201-5398  
(503) 221-1646 FAX 273-5585

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# Memorandum

DATE: May 14, 1992

TO: Rich Wiley  
Procurement Officer

FROM:  Darlene Badrick  
Planning Department

SUB: RFP for Biological Monitoring  
Smith & Bybee Lakes

We have scheduled the above item on Council agendas as follows:

Transportation & Planning Committee	May 26th
Council	May 28th

This will appear as Resolution 92-1621. We are asking for release of the RFP at this time and for authorization of the Executive Officer to sign the contract upon selection of the contractor.

We would appreciate your assistance in this matter.

cc: Cooper  
Cotugno  
Lee