

BEFORE THE METRO CONTRACT REVIEW BOARD

| | | |
|--------------------------------------|---|--|
| FOR THE PURPOSE OF APPROVING THE |) | RESOLUTION NO. 05-3526 |
| RELEASE OF A REQUEST FOR PROPOSALS |) | |
| AND AWARD OF CONTRACT FOR DESIGN & |) | Introduced by Chief Operating Officer |
| ENGINEERING SERVICES FOR PUBLIC |) | Michael J. Jordan, with the concurrence of |
| ACCESS FACILITIES AT THE MT. TALBERT |) | Council President David Bragdon |
| NATURAL AREA |) | |

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

WHEREAS, Mt. Talbert was identified as a regionally significant open space by the Metro Greenspaces Master Plan; and

WHEREAS, the Mt. Talbert Master Plan and Management Recommendations were approved by Metro Council on July 13, 2000 with Resolution No. 00-2970, (“For the Purpose of Council Approval of the Mt. Talbert Master Plan and Management Recommendations, Pursuant to an Existing IGA Between Metro and North /Clackamas Parks and Recreation District”); and

WHEREAS, in December 2001, Metro Council appointed a “Green Ribbon Committee” of citizens and local officials whose charge was to “select a group of Metro open space projects for development within the next five years and to make recommendations on how to fund preparation and maintenance costs to enhance these Metro assets”; and

WHEREAS, in its “Executive Summary 2001-2002” to Metro Council, the Green Ribbon Committee recommended Mt. Talbert as one of its four anchor sites. These are considered top priority and, according to the Summary, it is suggested they receive higher levels of funding; and

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

WHEREAS, Mt. Talbert is one of the sites chosen as a new regional natural area planned for development with these new dedicated excise tax dollars; and

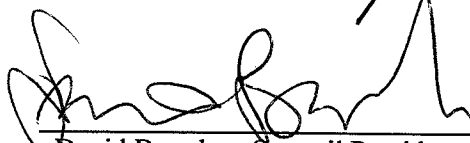
WHEREAS, consultant services are required to perform the work tasks identified in the attached Request for Proposals (RFP) (Exhibit A); and

WHEREAS, Metro Code Section 2.04.026(c) requires that all proposed contracts that have been designated as having a significant impact on Metro in the Metro Council’s annual budget ordinance and

that are subject to Request for Proposals procedures be submitted to the Metro Council for authorization prior to the release of the Request for Proposals to vendors; now therefore

BE IT RESOLVED that the Metro Contract Review Board authorizes the Chief Operating Officer to release a Request for Proposals substantially similar to that attached as Exhibit A and execute a contract with the lowest, responsive and responsible bidder.

ADOPTED by the Metro Contract Review Board this 13th day of January, 2005.

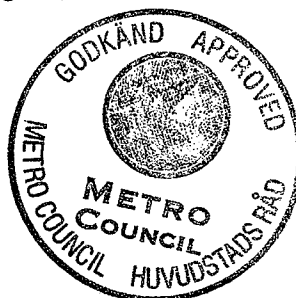


David Bragdon, Council President

APPROVED AS TO FORM:



Daniel B. Cooper, Metro Attorney



**Exhibit A
Request for Proposals (RFP)**

RFP 05-1129-PKS

**Design & Engineering Services
for Public Access Facilities
at the
Mt. Talbert Natural Area**

Exhibit A
Resolution No. 05-3526

Metro Regional Parks And Greenspaces



METRO

Request for Proposals (RFP #05-1129-PKS)

Design & Engineering Services

For

PUBLIC ACCESS FACILITIES

At The

MT. TALBERT NATURAL AREA

Proposals Due:
Project Manager:

February 17, 2005
Glenn Taylor (503) 797-1716

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SECTION I - GENERAL INFORMATION

Request For Proposals

Metro's Regional Parks and Greenspaces Department is requesting proposals for design and engineering services to implement trail head, bridge and other public facilities at the Mt. Talbert Natural Area. The services requested will include:

- Design parking area at Sunnyside road access location.
- Design accessible trail from Sunnyside Road parking area to new bridge.
- Determine accessible bridge location and size to cross Mt. Scott Creek.
- Design Mt. Scott Creek Bridge.
- Design Cedar Creek Drive improvements & trail connections.
- Design development and preparation of construction documents,
- Provide permitting assistance, and
- Provide construction assistance.

Qualifications

Metro is seeking a multi-disciplinary consulting team that possesses a combination of creative and technical expertise including: bridge engineering, parking lot and trail design; landscape architecture; signage; wetland delineation; and permitting, with professional experience on projects of a similar nature, and verifiable references from previous projects.

Whom to Contact

Correspondence pertaining to the content of this RFP should be directed to:

Glenn Taylor, Project Manager

Metro Regional Parks and Greenspaces Department

600 NE Grand Ave.

Portland, OR 97232

Phone (503) 797-1716, Fax (503) 797-1855

To provide proposers with a thorough understanding of this RFP, a non-mandatory pre-proposal conference will be held on February 1, 2005. To assist in productivity of the pre-proposal conference, it is requested that proposers submit their RFP questions in writing to Glenn Taylor at taylor@metro.dst.or.us as soon as possible.

A project background information file (which includes but is not limited to: the August 2000 Master Plan & Management Recommendations and Access Road to Miramont Pointe Construction Documents) will be available to proposers for inspection and review at Metro Regional Parks and Greenspaces Department. Proposers should call Patricia Sullivan between 8:00 AM and 5:00 PM, Monday-Friday at (503) 797-1870 to schedule an appointment to review the file.

Proposal Submittal

Proposals must be received within a sealed envelope at the reception desk of the Regional Parks and Greenspaces office, attention Glenn Taylor, 600 NE Grand Avenue, Portland, Oregon 97232, by 4:00 p.m., on Thursday, February 17, 2005. No faxed materials will be accepted. Postmarks are not considered proof of delivery. If proposal is hand-delivered, it must be delivered to and date stamped by personnel at Metro's Regional Parks and Greenspaces Department on the first floor of the Metro building. Delivery persons should inquire with the front reception desk personnel for directions to the Park's Department office.

All proposals must be clearly marked "**Proposal #05-1129-PKS Public Access Facilities Design & Engineering At The Mt. Talbert Natural Area**" and contain all information outlined herein.

Schedule Of Request For Proposal Process

| | |
|--|-------------------|
| Advertise RFP | January 14, 2005 |
| Pre-Proposal Conference | February 1, 2005 |
| Proposals due | February 17, 2005 |
| *Oral Interviews & Final Selection | February 23, 2005 |
| *Contract Execution/ Project Commenced | March 7, 2005 |

*These dates are approximate and subject to change.

Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held in Rooms 370 A and B at Metro, 600 NE Grand Ave., Portland, OR, on February 1, 2005 from 10:00 a.m.- noon. The objective of the pre-proposal conference is to discuss the contents of the RFP in detail and clarify any questions proposers may have. In addition, this conference will give proposers an opportunity to meet with key Metro staff that will be working on the project.

Oral Interview

Consulting teams selected for final evaluation may be required to participate in an oral interview and presentation of their proposal to Metro's Selection Committee. Such presentations provide an opportunity for the firm to clarify the proposal to assure mutual understanding. If interviews are deemed required, they are tentatively scheduled for February 23, 2005 and will be limited to 60 minutes in duration. At interviews, the design team should be represented by team members from the key disciplines involved in the project. Metro will confirm the time and location for these interviews.

SECTION II - PROJECT BACKGROUND AND CONTEXT

Site Location and Description

Metro and North Clackamas Parks & Recreation District (NCPRD) purchased approximately 200 acres of the Mt. Talbert butte to preserve the site for recreational trails and natural resource protection. The site is bordered on the north by SE Sunnybrook Road and SE Sunnyside Road (and Mt. Scott Creek), on the east by housing developments with limited access on dead end streets, on the south and west by Mather Road.

Mt. Talbert is located east of I-205 and south of SE Sunnyside Road with its proposed main entry located at SE 117th Avenue and Sunnyside Road in Clackamas County. There are six potential access points around the site that have been identified: one on the north at SE 117th and Sunnyside Road, two on the south east - one at Cedar Park Drive and one at Willingham Court, one on the south side on Mather Road, one on the west side at an existing water reservoir on Mather Road and one on Talbert Street at the NW corner of the property.

Planning and Management Background

In August 2000, Mayer/Reed Landscape Architects and Planners completed a Master Plan & Management Recommendations report for the North Clackamas Parks & Recreation District. The mission statement and vision defined by the steering committee for the Master Plan is to "Preserve and enhance the natural features of Mt. Talbert." The Master Plan's proposed facilities include:

- A main entry at Sunnyside Road to include limited parking, restrooms, interpretive kiosks, a picnic shelter, and an ADA accessible path to a new pedestrian foot bridge to cross Mt. Scott Creek
- A secondary entry at Cedar Park Drive to include a maintenance road, a trail to connect to the Mt. Scott Creek foot bridge, regulatory signs, a bike rack and trash receptacles.
- Four other access sites that would provide limited local access and require only regulatory signage.

The focus of this RFP will be to revisit the 2000 Concept Plan in order to reassess the feasibility of: 1) an ADA accessible trail from the Sunnyside Road trailhead location to a bridge to cross Mt. Scott Creek, 2) an ADA accessible bridge to cross Mt. Scott Creek for access to the Mt. Talbert trails, 3) determining the requirements necessary to develop the Cedar Park Drive trailhead, and 4) developing connecting trails to the Mt. Scott Creek bridge and the existing Mt. Talbert trails. After a refined concept plan is established, construction documents will be developed for implementation. Construction is targeted for summer 2006.

Current Activities and Context

The Sunnyside Road expansion that provides an entry with a traffic light has been completed since the master plan was developed. The Miramont Pointe retirement center located on the west side of the site is building an access road across Metro's property that includes the structural fill for the new trailhead and the storm water treatment facilities for the road and future trailhead parking lot. When the new access road and grading is completed, it will provide an area for a turnaround with a 7 space parking area and a challenging 4:1 slope from the proposed parking area to Mt. Scott Creek. Because Mt. Scott Creek has been determined to

contain endangered fish species and wetlands have been preliminarily identified on the site, bridge and trail designs will need to take into account the requirements of relevant review and permitting agencies.

Prior to any design, a wetland delineation will be required at the Mt. Scott Creek and Cedar Park Drive areas due to potential wetlands.

SECTION III - SCOPE OF SERVICES

Metro is requesting site analysis and assessment, facility schematic design, construction design & engineering services, and permitting technical assistance for the implementation of improvements for public access facilities at the Mt. Talbert Natural Area.

PROJECT TASKS AND PRODUCTS TO BE DELIVERED BY CONSULTANT

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

Task I - Review Existing Information & Finalize Work Scope

- A. Review existing information relating to the Mt. Talbert Natural Area and its context; including but not limited to the 2000 Mt. Talbert Master Plan & Management Recommendations, 2004 Access to Miramont Point by Alpha Engineering and current site conditions.
- B. Attend initial meeting to clarify and/or revise work scope plan and schedule.

Product:

- A. Revised final work plan and schedule.

Task II – Site Analysis and Feasibility Assessment for ADA Path & Bridge

- A. Prepare existing conditions base map and conduct site analysis for the project area. Project information will be generated from existing plans, maps and electronic files provided by Metro as well as wetland delineation and other field observations and analysis as necessary.
- B. Prepare existing conditions base map and conduct site analysis for the Cedar Park Drive access area and trail connections including a wetland delineation.
- C. Identify zoning constraints and permitting parameters to site design.
- D. Conduct feasibility analysis, costs of ADA accessible path and bridge options and improvements at the Cedar Park Drive area. Feasibility analysis shall consider initial design and construction costs, permit issues and requirements and long-term maintenance cost.
- E. Develop a refined concept plan based on selected option.

Products:

- A. Provide illustrated maps (11x17 format) of existing conditions and site analysis for project area from GIS map files provided by Metro. Maps will show, but not be limited to topography; property boundaries; zoning, adjacent lot ownership; storm water features; habitat areas and other natural features; existing structures and utilities.
- B. Provide findings of Sunnyside Road area path and bridge feasibility analysis and Cedar Park Drive access in the form of a report that includes text, tables and illustrations as necessary to illustrate design, flood plain and wetland boundaries, maintenance and cost comparisons, and a recommended option.

- C. Present findings to design team for selection of the most feasible option(s).
- D. Develop refined concept plan along with cost estimates.

Task III - Design Development and Construction Document Preparation:

Contractor will develop design and construction documents (AutoCAD plans and technical specifications) from the Refined Concept, for implementation. The design services will include:

- A. Attend initial design meeting with Metro project advisory team to establish project scope and design parameters. Attend design progress meetings with Metro design team as necessary but no less than monthly.
- B. Conduct on-site supplemental surveying as required to develop construction documents.
- C. Develop design and engineering construction documents for facility improvements (in AutoCAD 2004 or compatible format or version that can be translated to it); 50%, 90% and Final documents. The following design parameters must be incorporated in the design:
 - 1. Final construction documents must meet all applicable current city, county, state and federal development codes.
 - 2. Materials will be new and installed in accordance with the appropriate codes, regulations and industry standards. Use of materials utilizing recycled content wherever possible per Metro Executive Order #47.
 - 3. Design specifications will require the Construction Contractor to make submittals for all materials to be used in the installation.
 - 4. Design will include guidance for the construction contractor to minimize disruption to the Miramont Pointe and other access locations during construction.
 - 5. Design will take into consideration long-term operation and maintenance efficiencies.
 - 6. Design to take advantage of any reuse and salvage materials during construction.
 - 7. Erosion Control/Resource Protection Plan shall be included in construction documents.
- D. Prepare construction cost estimates at design development, 50% and 90% and final submittal phases.

Products:

- A. Provide 2 hard copies of construction document plan sets (11x17 reduced) for facilities at design development, 50%, 90% completions and one full size and one 11x17 reduced set of final documents.
- B. Provide specifications at 90% and final document submittal.
- C. Provide construction cost estimates at design development, 50%, 90% and final document submittal.
- D. Provide one complete final set on CD in AutoCAD 2004 format.

Task IV - Permitting Support

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

- A. Attend coordination meetings as needed with Metro staff and/or permitting agencies.

- B. Provide required narratives and design documents for Environmental Review permit and Removal/Fill permit including mitigation plans/designs if required.
- C. Submit construction documents at the earliest possible time in the design process to permitting agencies for development and building permits and revise documents as required to obtain final permits.

Task V– Construction Phase Assistance

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

Products:

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

PROJECT TASKS TO BE PERFORMED BY METRO

1. Provide background reference materials and mapping materials, including: Metro GIS maps of coverage for property; July 2001 aerial photography (1’ pixel accuracy) with information layers for ownership, zoning, topography (5’ contour accuracy), water features and roads.
2. Provide timely feedback on review material.
3. Reproduce draft and final copies of the construction documents.
4. Take lead as applicant submitting permits.
5. Perform other tasks as negotiated with consultant.

TENTATIVE PROJECT TIMELINE

- | | |
|--|----------------|
| 1. Initial Project Meeting | March 2005 |
| 2. Complete Site Analysis and ADA path bridge feasibility findings | July 2005 |
| 3. Present Revised Concept Plan | August 2005 |
| 4. Design Development Completion | September 2005 |
| 5. Develop plans & Narratives for Submittal for all Relevant Permits | September 2005 |
| 6. 50% Design Completion | October 2005 |
| 7. 90% Design Completion | December 2005 |
| 8. Building permits submitted | January 2006 |

- | | |
|---|------------|
| 9. Construction Documents complete and permits obtained | May 2006 |
| 10. Advertise for Contractor | May 2006 |
| 11. Bid Opening | June 2006 |
| 12. Notice to Proceed | July 2006 |
| 13. Construction complete | March 2007 |

SECTION IV - PROPOSAL FORMAT AND CONTENT

The format required for the proposal is as follows:

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

1. Introductory Letter

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

2. Background and Qualifications

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

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

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

3. Proposed Approach to the Scope of Work

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

4. Work Plan and Schedule

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

5. Project Staffing Summary

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

6. Fee Schedule/Budget Summary

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

7. Examples of Work

Enclosed with each proposal, provide examples of recreation facility design in natural resource areas of at least two past projects, which the firm had the lead role and are relevant to this project.

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

SECTION V - EVALUATION OF PROPOSALS

Evaluation Process

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

| | <u>Points</u> |
|--|---------------|
| 1. Firm's and design team's experience with design of similar work in similar applications. Comprehensive skills and expertise of the proposed team. | 30 |
| 2. Project approach demonstrates a thorough understanding of issues and commitment to collaboration. | 20 |
| 3. Scope of work and schedule conveys a thorough and realistic understanding of the tasks required to complete the project. | 25 |
| 4. Cost proposal | 20 |
| 5. Overall quality, completeness and presentation of proposal. | 5 |
| <i>TOTAL</i> | <u>100</u> |

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

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

Information & Questions

This Request For Proposals represents the most definitive statement Metro will make concerning this project. Any verbal information that is not specifically contained herein shall not be considered in evaluating the proposals received. Therefore, all questions relating to this RFP should be addressed in writing to Glenn Taylor at Metro at taylor@metro.dst.or.us or may be faxed to (503) 797-1855. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this.

References

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

VI. GENERAL PROPOSAL/CONTRACT CONDITIONS

Rejection Or Acceptance Of Proposals

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

Non Collusion

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

Minority And Women Owned Business Program

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

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

Limitation and Award

This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.

Validity Period and Authority

The proposal shall be considered valid for a period of Sixty (60) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

Billing Procedures

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

SECTION VII - PERSONAL SERVICES AGREEMENT

Notice To All Proposers

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

Consider the language carefully. Metro reserves the right to:

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

PERSONAL SERVICES AGREEMENT

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

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

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

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

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

4. Insurance.

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

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

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

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

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

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

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

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

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

6. Documents and Maintenance of Records.

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

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

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

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

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

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

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

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

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

carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

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

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

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

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

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

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

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

| | |
|------------|------------|
| _____ | METRO |
| By_____ | By_____ |
| Title_____ | Title_____ |
| Date_____ | Date_____ |

Exhibit A

Scope of Work

1. Statement of Work.

PER REQUEST FOR PROPOSAL (RFP #05-1129-PKS) for Design and Engineering Services for Public Access Facilities At The Mt. Talbert Natural Area. (Attached)

2. Payment, Billing and Term.

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

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

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

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 05-3526 FOR THE PURPOSE OF APPROVING THE RELEASE OF A REQUEST FOR PROPOSALS AND AWARD OF CONTRACT FOR DESIGN & ENGINEERING SERVICES FOR PUBLIC ACCESS FACILITIES AT THE MT. TALBERT NATURAL AREA

Date: December 30, 2004

Prepared by: Heather Kent

BACKGROUND

Under the 1995 Metro Open Spaces, Parks & Streams bond measure, Metro and North Clackamas Parks & Recreation District (NCPRD) purchased approximately 200 acres of the Mt. Talbert butte to preserve the site for recreational trails and natural resource protection. The site is located east of I-205 and bordered on the north by SE Sunnybrook Road and SE Sunnyside Road (and Mt. Scott Creek), on the east by housing developments with limited access on dead end streets, and on the south and west by Mather Road.

The proposed main entry for Mt. Talbert is located at SE 117th Street and Sunnyside Road in Clackamas County. There are six potential access points around the site that have been identified: one on the north at SE 117th and Sunnyside Road; two on the southeast side at Cedar Park Drive and at Willingham Court; one on the south side along Mather Road; one on the west side at an existing water reservoir on Mather Road; and one on Talbert Street at the northwest corner of the property.

In July 2000, a Master Plan & Management Recommendations report was produced for the North Clackamas Parks & Recreation District. The mission statement and vision defined by the steering committee for the Master Plan is to "Preserve and enhance the natural features of Mt. Talbert." The Master Plan's proposed facilities include:

- A main entry at Sunnyside Road to include limited parking, restrooms, interpretive kiosks, a picnic shelter, and an accessible path to a new pedestrian foot bridge to cross Mt. Scott Creek.
- A secondary entry at Cedar Park Drive to include a maintenance road, a non-accessible trail to connect to the Mt. Scott Creek foot bridge, regulatory signs, a bike rack and trash receptacles.
- Four other access sites that would provide limited local access and require only regulatory signage.

The focus of this RFP will be to revisit the 2000 Concept Plan in order to reassess the feasibility of: 1) an ADA accessible trail from the Sunnyside Road trailhead location to a bridge to cross Mt. Scott Creek, 2) an ADA accessible bridge to cross Mt. Scott Creek for access to the Mt. Talbert trails, 3) determining the requirements necessary to develop the Cedar Park Drive trailhead, and 4) developing connecting trails to the Mt. Scott Creek bridge and the existing Mt. Talbert trails. After a refined concept plan is established, construction documents will be developed for implementation. Construction is targeted for summer 2006.

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ANALYSIS/INFORMATION

1. Known Opposition

No known opposition.

2. Legal Antecedents

- The Metropolitan Greenspaces Master Plan adopted by Council through Resolution No. 92-1637, (“For the Purpose of Considering Adoption of the Metropolitan Greenspaces Master Plan”), which identified a desired system of natural areas interconnected with greenways and trails and identified Mt. Talbert as a regionally significant open space.
- The Mt. Talbert Master Plan and Management Recommendations were adopted by Metro in July of 2000 with Resolution No. 00-2970, (“For the Purpose of Council Approval of the Mt. Talbert Master Plan and Management Recommendations, Pursuant to an Existing IGA Between Metro and North Clackamas Parks and Recreation District”).
- A funding mechanism for developing and operating four new facilities for public use was adopted by Council through Ordinance No. 04-1048A, (“For the Purpose of Amending Metro Code Chapter 7.01.023 to Increase the Amount of Additional Excise Tax Dedicated to Funding Metro’s Regional Parks and Greenspaces Programs “).
- Metro Code Section 2.04.026(c) states that all proposed contracts that have been designated as having a significant impact on Metro in the Metro Council’s annual budget ordinance and that are subject to Request for Proposals procedures must be submitted to the Metro Council for authorization prior to the release of the Request for Proposals to vendors.

3. Anticipated Effects

Approval of Resolution No. 05-3526 will allow Metro to release a Request for Proposals for the design and engineering services for the public access facilities at the Mt. Talbert Natural Area. Once a consultant is selected, Resolution No. 05-3526 also allows the Department to award the contract.

4. Budget Impacts

The cost of the design for the Mt. Talbert project is in Metro’s FY 04-05 Adopted Budget and CIP, and estimated at around \$150,000. Council listed this project as a Significant Impact in this year’s budget process. Funding for the project comes from the additional excise tax dedicated to funding Metro’s Regional Parks and Greenspaces Programs.

RECOMMENDED ACTION

Michael Jordan, Chief Operating Officer, recommends adoption of Resolution 05-3526 approving the release of this Request for Proposals and Award of Contract for design and engineering services for public access facilities at the Mt. Talbert Natural Area.