

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING)	RESOLUTION NO. 94-1935
PARKS AND GREENSPACES TO SOLICIT)	
PROPOSALS AND ESTABLISH A)	
MULTI-YEAR CONTRACT FOR)	
PALEOLIMNOLOGICAL INVESTIGATION)	Introduced by Rena Cusma,
OF SMITH AND BYBEE LAKES)	Executive Officer

WHEREAS, The 1993-94 FY Budget authorized the Parks and Greenspaces Department to establish various type "B" contracts for surface water monitoring; and

WHEREAS, Parks and Greenspaces, pursuant to that authorization, intends to launch a paleolimnological investigation of Smith and Bybee Lakes; and

WHEREAS, those investigative services will extend beyond the current fiscal year, and a carry-over of the funding has been requested in the proposed 1994-95 fiscal year budget; and

WHEREAS, Section 2.04.033 (1) of the Metro Code requires the Council to approve any contract which commits the district to the expenditure of revenues or appropriations not otherwise provided for in the current fiscal year budget, and

WHEREAS, the proposed action merely extends a previously authorized program and contract beyond the current fiscal year, does not propose any new funding, is consistent with Metro's role as environmental monitor of the lakes, and is essential to characterize the present lakes' dynamics; now, therefore,

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BE IT RESOLVED,

That the Metro Council, pursuant to Metro Code Section 2.04.033 (1) hereby authorizes the release of a request for proposals in substantial compliance with the document attached for Paleolimnological Investigation of Smith and Bybee Lakes, and subsequently authorizes the Executive Officer to execute a multi-year contract with the most advantageous proposer.

ADOPTED by the Metro Council this 14th day of April, 1994.


Judy Wyers, Presiding Officer

ATTACHMENT A
REQUEST FOR PROPOSALS

PALEOLIMNOGY
OF SMITH AND BYBEE LAKES

PROPOSAL

Metro hereby solicits informal written proposals for constructing the paleolimnological history of Smith and Bybee Lakes. Lake sediments will be extracted and examined to assess the impact of hydrological changes and nonpoint sources of pollution on lakes water quality and the ecosystem, in general. Results of this study will aid in decisions in managing the hydrological regime of the lakes.

Proposals are due (postmarks not accepted) until 4:30 p.m. on Monday, May 2, 1994, at the Metro Parks and Greenspaces Department, 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, Attention: Jim Morgan. All proposals must be clearly marked "Smith and Bybee Lakes Paleolimnology", and contain all information outlined herein.

Contract Size

Up to \$20,000 is currently available for the project. The proposal selected in this process must be clear in what can be provided for currently available funds.

Scope of Work

Background

Smith and Bybee Lakes Natural Area is a 810-hectare natural area within the City of Portland that contains regional significant wildlife habitat, provides popular warmwater fishery, serves as an increasingly important environmental education site, and provides solace that is accessible to the region's urban dwellers. Smith and Bybee Lakes, with a total surface area of approximately 425 hectares, and their adjacent wetlands and uplands, are mostly under government ownership. A management plan and a recreation plan have been developed to guide decisions governing use of the area, with the aid of zoning ordinances protecting the resources.

The goal of the *Natural Resources Management Plan for Smith and Bybee Lakes* is to protect and manage the area as an environmental and passive recreational resource. The lakes and surrounding natural area will be maintained and enhanced, to the extent possible, in a manner that is faithful to their original natural condition. The *Smith and Bybee Lakes Recreation Master Plan* outlines development of passive recreational opportunities that are compatible with the environmental objectives of the Management Plan.

Metro is responsible for monitoring and maintaining the environmental integrity of the natural area. Metro has been conducting a diagnostic/feasibility study of the lakes to investigate the potential for restoration of these waters to a state closer to their former natural conditions. The initial part of this study has focused on monitoring the water quality of the lakes, while acquiring available information on the surrounding waters of the Columbia Slough, Willamette and Columbia Rivers. This data is being used in a hydrodynamic model to determine the feasibility of augmenting water input into the lakes directly from the Columbia River.

Paleolimnology

Without sufficient historical water quality data for Smith and Bybee Lakes, realistic restoration goals may be difficult to establish. The primary management mission for the lakes, as stated in the *Management Plan*, is to restore the lakes, to the extent possible, to their former natural condition. A history of the lakes, using current methodologies of paleolimnology, can illuminate the vagaries of recent limnological conditions in the lakes. Only with clear restoration goals can we, as managers, strategically plan to restore this system to a condition that is faithful to natural processes.

Objective: Reconstruct the recent paleolimnological history of Smith and Bybee Lakes.

Rationale

The purpose of this objective is to understand how the lakes may have changed in this century, giving Metro, as resource manager, an opportunity to develop management strategies to achieve realistic objectives.

Although sediment samples have been collected in Smith and Bybee Lakes, previous efforts focused on particle size distribution (Fishman Environmental Services [FES] 1987, Clifton 1983) and some chemical characterization (Clifton 1983). The FES (1987) study was based on analysis of sediments collected with an Eckmann grab sampler and provides no analysis of change in sediment. In the USGS study (Clifton 1983), sediments were collected with a tube sampler, but sediments were simply partitioned into upper and lower sediments.

By using current methodology, it is now possible to precisely relate watershed activities to responses in the lakes. By increasing certainty in assessing lake history, it provided a greater chance of achieving desired objectives in lake management.

RFP PROCESS

Metro shall review all responses and request additional information and/or interview respondents as necessary to make a timely decision. Contract negotiations may be pursued with the highest rated respondent or respondents as deemed necessary for an equitable decision and compliance with the inherent project schedule.

Proposal Content

All respondents must provide at minimum the information requested below. Submissions that do not clearly provide at least the level of information requested may be deemed non-responsive to the requirements of this informal RFP and therefore eliminated from further consideration.

1. Firm name, or the name of each business participant on the consultant team, their form of organization (individual, corporation, joint venture, partnership, etc.), and an indication if the participant is a State certified Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) or Women-Owned Business (WBE);
2. Identification of a designated contact person fully knowledgeable, capable and authorized to bind the Proposer;
3. Complete identification of the key individuals and their respective tasks and roles in the project, as well as specific biographical information on their educational background, personal experience and expertise for their respective assignments;
4. A list of the Proposer's relevant past projects, including a description of the type of work and approximate dollar value of those contracts; an outline of the required organizational efforts and managerial controls provided; and an accounting of the number of participants, costs incurred and attendance funds.
5. A detailed proposal to achieve objectives and products as outlined in the Scope of Work section above.
6. An itemized cost estimate of the proposed project.

Evaluation Criteria

Each submittal will be evaluated in accordance with the following criteria:

	<u>Points</u>
1. Experience in paleolimnological work	40
2. Experience, training and qualification of personnel	20

3. Innovative and clear proposal	20
4. Favorable, appropriate and specific references	5
5. Cost of services	<u>15</u>
TOTAL	100

<u>Action Steps for Project Completion</u>	<u>Date</u>
Proposal Evaluations Complete	May 4, 1994
Contract Execution	May 18, 1994
Project Commenced	May 23, 1994
Project Completed	January 30, 1995

Information and Questions

This solicitation represents the most definitive statement Metro will make concerning this project. Any verbal information which is not specifically contained herein shall not be considered in evaluating the proposals received. Therefore, in order for any information to be binding upon Metro, it must be solicited and issued in writing as part of this competitive process. The Project Manager shall be the sole judge and decision-maker on all inquiries. As such, he will determine if an all-inclusive written response to the questioner and all potential participants is warranted.

RFP Costs

This RFP does not commit Metro to the award of a contract or to pay any costs incurred in the preparation and submission of RFPs. 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 services which specifically meet Metro needs.

GENERAL CONDITIONS

References

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

Non-collusion

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

Personal Services Agreement

The personal service contract attached represents a standard format approved by Metro General Counsel. Any proposed changes in the language or construction of the document must be raised and resolved in the RFP 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. Failure to respond shall will be interpreted as acceptance of the standard terms and conditions for contract and subsequent changes will not be considered.

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 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 _____, 1994, and shall remain in effect until and including _____, 1994, 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 insurances, 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. 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. 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 INSURED**.* Notice of any material change or policy

cancellation shall be provided to Metro thirty (30) days prior to the change or cancellation.

- d. 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.
- 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 thirty (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, 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. 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 provision 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 _____ 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.

By: _____

Title: _____

Date: _____

METRO

By: _____

Title: _____

Date: _____

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Exhibit A
Scope of Work

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 94-1935 FOR THE PURPOSE OF AUTHORIZING PARKS AND GREENSPACES TO SOLICIT PROPOSALS AND ESTABLISH A MULTI-YEAR CONTRACT FOR A PALEOLIMNOLOGICAL INVESTIGATION OF SMITH AND BYBEE LAKES

Date: April 6, 1994

Presented by: Jim Morgan

Proposed Action

Resolution No. 94-1935 requests that Council authorize Regional Parks and Greenspaces to solicit proposals and establish a multi-year contract for a paleolimnological investigation in Smith and Bybee Lakes. This expenditure was approved in the FY93-94 budget and given a "B" contract designation under surface water monitoring. Additional Council action is now required, however, since the contract will extend beyond the current fiscal year and into FY 94-95.

Background and Analysis

With the adoption of the *Natural Resources Management Plan for Smith and Bybee Lakes* by Council, Metro accepted the role as environmental monitor of the Smith and Bybee Lakes Management Area. Assuming that responsibility, staff have embarked on a water quantity and quality monitoring program intended to characterize the present dynamics of the lakes' ecosystem. This information is essential for making sound decisions in managing the natural resources of the area.

According to the Management plan's mission statement, the lakes will be managed, enhanced, and restored in a manner, to the extent possible, faithful their former natural condition. Since there are no data available to fully characterize "former natural conditions", investigative tools must be utilized to reconstruct a history of earlier conditions.

A useful tool for reconstruction natural history of the lakes lays in the field of paleolimnology. In this discipline, lake sediment cores are obtained, incrementally sliced, and analyzed. Analysis will provide inferences as to the sediment age, whether the overlying water at a certain period was from a riverine or lake environment, and the historical water quality of the lakes. This information is necessary to evaluate water management options for the lakes, such as establishing a direct connection between the lakes and the Columbia/Willamette River system.

Preliminary core samples taken from the lakes indicate this approach is viable. Estimated cost of this investigation, as described in the Scope of Work (Attachment A), is approximately \$19,000. A \$25,000 federal grant from the Clean Lakes Program, administered by U.S. Environmental Protection Agency, has been approved for award to Metro in May, 1994. Funds from this grant will be directed toward this investigation. The contract period, May, 1994 through January, 1995, extends into FY94-95, thereby, requiring Council review.

Executive Officer Recommendation

The Executive Officer recommends adoption of Resolution 94-1935.

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 94-1935, AUTHORIZING PARKS AND GREENSPACES TO SOLICIT PROPOSALS AND ESTABLISH A MULTI-YEAR CONTRACT FOR PALEOLIMNOLOGICAL INVESTIGATION OF SMITH AND BYBEE LAKES

Date: April 12, 1994

Presented by: Councilor Washington

COMMITTEE RECOMMENDATION: At its April 6, 1994 meeting the Regional Facilities Committee voted 5-0 to recommend Council adoption of Resolution No. 94-1935. All committee members were present and voted in favor.

COMMITTEE DISCUSSION/ISSUES: Planning and Capital Development Manager Pat Lee presented the staff report. He said the paleolimnological study would provide information on the historical nature of the lakes, to assist in achieving the goal of the Smith & Bybee Lakes Management Plan to restore the lakes to their historic condition.

There was no committee discussion.