

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE ) RESOLUTION NO. 96-2276  
ISSUANCE OF THE REQUEST FOR )  
PROPOSALS FOR DESIGN SERVICES FOR )  
THE PENINSULA CROSSING TRAIL ) Introduced by  
AND AUTHORIZING ) Regional Facilities Committee  
THE EXECUTION OF THE RESULTING )  
CONTRACT )

WHEREAS, Metro staff have prepared the Request for Proposals (RFP) for Design Services for the Peninsula Crossing Trail which is attached as Exhibit A; and

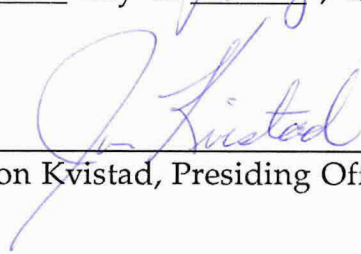
WHEREAS, the RFP is designed to select a qualified contractor to perform the required design services for the multi-year project ; and

WHEREAS, the Metro Code requires prior approval by the Metro Council for multi-year contracts; now, therefore,

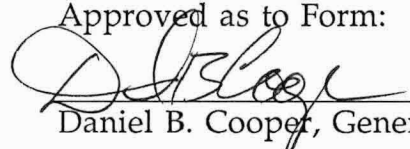
BE IT RESOLVED,

1. That the Metro Council authorizes the issuance of the RFP for Design Services for the Peninsula Crossing Trail attached as Exhibit A.
2. That the Metro Council authorizes the Metro Executive Officer to enter into a contract with the selected contractor which is not materially altered from the contract which is included in the RFP .

ADOPTED by the Metro Council this 23<sup>rd</sup> day of February, 1996.

  
\_\_\_\_\_  
Jon Kvistad, Presiding Officer

Approved as to Form:

  
\_\_\_\_\_  
Daniel B. Cooper, General Counsel

**REQUEST FOR PROPOSALS**  
for  
**DESIGN SERVICES**  
for the  
**PENINSULA CROSSING TRAIL**

**INTRODUCTION**

Metro, the regional government for the Portland, Oregon metropolitan area, is soliciting written proposals from qualified consultants to provide design and construction administration services for the Peninsula Crossing Trail Project. Required services will include coordination of public involvement activities, inter-agency coordination, design development, final design, complete document preparation and construction administration. The specific tasks necessary to perform the work are described in the section titled Scope of Work.

Any questions concerning this RFP should be addressed to Berit Stevenson, Metro Administrative Services Department. Phone (503) 797-1722.

**GENERAL PROPOSAL INFORMATION**

Proposals will be received at the offices of Metro, Property Services Division, 600 Northeast Grand Avenue, Portland, Oregon 97232, to the attention of Berit Stevenson, until 5:00 p.m., March 18, 1996. Submittals should be delivered to the Property Services Division clearly marked "Proposal - Design Services for the Peninsula Crossing Trail Project". Each submittal must be submitted in the format described in this RFP.

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the proposals for which Proposers request exception from disclosure consistent with Oregon law.

Metro and its Contractors will not discriminate against any person based on race, color, national origin, sex, sexual orientation, age, religion, physical disability, political affiliation or marital status.

**BACKGROUND & PURPOSE OF THE RFP**

A \$135.6 million general obligation bond measure was approved by the voters of the Metro region which consists primarily of Multnomah, Washington and Clackamas counties in May 1995. The funds will be used by Metro and other jurisdictions to acquire approximately 6,000 acres of open spaces and to develop six regionally significant trail and greenway corridors. One of the trail corridor projects which will be funded by the Open Space Bond Measure is the Peninsula Crossing Trail. The

purpose of this RFP is to select the most qualified consultant to provide complete design and engineering services for the Peninsula Crossing Trail.

The trail corridor, which is approximately three miles long, crosses the St. Johns peninsula in north Portland. It connects the Willamette and Columbia Rivers and is adjacent to several regionally significant open spaces including the Smith and Bybee Lakes Natural Area, the Columbia Slough, the 40-Mile Loop Trail and the proposed Willamette Cove Nature Park. It runs through older established neighborhoods, business districts and industrial areas. Many public and private schools are within easy walking distance of the trail.

Preliminary development work includes the "*Peninsula Crossing Trail Feasibility Study*" which was completed for Metro in February 1995. It has been included as Attachment A to this RFP and should be reviewed for more detailed information about the trail. The feasibility study includes a concept for an urban multi-use trail for non-motorized uses. The trail corridor, running south to north, utilizes the undeveloped public right-of-way of Carey Blvd., transverses the City of Portland's Columbia Blvd. Wastewater Treatment Plant, crosses the Columbia Slough and finally utilizes the right of way of North Portland Road to Marine Drive. The Burlington Northern Railroad tracks lie in a ravine below and parallel to the trail corridor.

The City of Portland's Bureau of Environmental Services (BES), which operates the Columbia Blvd. Wastewater Treatment Plant, has agreed to be responsible for both design and construction of the trail section which runs across the treatment plant site. BES has also committed to completing the portion of the trail which crosses the Columbia Slough in conjunction with their plan to construct the Inverness Force Main Project. Both of these elements of the trail are not included in the scope of this project with the exception of the collaborative effort necessary to ensure a coordinated trail.

Ownership of the trail will remain with the City of Portland. The City's Parks and Recreation Department will be responsible for operation and maintenance of the trail outside of the BES treatment site. BES will maintain the trail within its treatment plant site.

The project timeline provides for the design of the trail occurring during the spring and summer of 1996 and the construction activity to complete the trail occurring during the spring and summer of 1997 with project completion slated for November 1997.

## PROPOSAL INSTRUCTIONS

### 1. Deadline and Submission of Proposals

Five copies of the submittal shall be furnished to Metro addressed to:

Metro  
Property Services Division  
600 Northeast Grand Avenue  
Portland, OR 97232  
ATTN.: Berit Stevenson

and clearly marked "Proposal - Design Services - Peninsula Crossing Trail." Submittals will not be considered if received after 5:00 p.m., March 18, 1996. Postmarks are not acceptable. Submittals will not be considered if received by way of FAX. All material, including attachments must be received by the deadline. No material will be received after the deadline.

Proposers may withdrawal their Proposal in person, or by written or telegraphic request prior to the scheduled closing time for submitting Proposals.

### 2. Basis for Proposals

This RFP represents the most definitive statement Metro will make concerning the information upon which the submittals are to be based. Any information which is not addressed in this RFP will not be considered by Metro in evaluating the submittals. All questions relating to the RFP should be addressed to Berit Stevenson, Property Services Division. Any questions which in the opinion of Metro warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 5:00 p.m., March 11, 1996.

### 3. Information Release

All proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all proposers agree to such activity and release Metro from claims arising from such activity.

### 4. Minority and Women-Owned Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the proposer's attention is directed to Metro Code provisions 2.04.100 & 200.

Copies of that document are available from the Risk and Contracts Management Division of Administrative Services, Metro, Metro Regional Center, 600 NE Grand Avenue, Portland, Oregon 97232 or call (503) 797-1717.

4. Pre-Proposal Conference

A pre-proposal conference will be held on February 29, 1996 at 11:00 a.m. in Meeting Room 270 of the Metro Regional Center. Proposers are strongly encouraged to attend. Metro's Project Managers will discuss the project, this RFP and be available to answer questions.

5. Selection Committee

Metro will appoint a Selection Committee to review the submittals received and, if interviews are deemed by the Selection Committee to be necessary, to interview Proposers. The Selection Committee will make its recommendation(s) at the conclusion of their deliberations to Metro's Director of Regional Parks and Greenspaces Department, who, in turn, will make a recommendation regarding contract award to the Metro Executive Officer. If interviews are deemed necessary, they will be scheduled at the Selection Committee's discretion.

6. Award of Contract

Metro intends to award a Contract to the Proposer which, after considering the recommendation of the Selection Committee, Metro finds best fits the needs of Metro to perform the work in accordance with the requirements set out in this RFP.

## PROPOSAL CONTENTS

The submittal should contain not more than ten (10) pages of written material (excluding resumes and brochures which may be included in an appendix), describing the ability of the Proposer to perform the work requested. It should be submitted on recyclable, double-sided recycled paper (post-consumer content). No waxed page dividers or non-recyclable materials should be included. Contents of the submittal should be as follows:

1. Transmittal Letter

Indicate name, address of Proposer, date established, and brief description of Proposer's background and relevant experience. Indicate whom is authorized to negotiate and execute a contract on behalf of the Proposer. Include a list a project team members including all subconsultants. Also indicate receipt of any addendum and that the Proposal is valid for sixty (60) days.

2. Statement of Approach

Give a written explanation of your understanding of the effort needed to perform the requirements of the Contract, and why your firm should be selected. Include a discussion of the methodology you would employ to complete the work in a timely fashion.

3. Experience

Include a brief description of past relevant projects and/or work experience. Describe the experience, training and credentials of the staff who would be assigned to perform the work for Metro. Resumes of individuals proposed to perform services may be attached. Include contact names and telephone numbers for at least three past projects which include similar responsibilities as references.

4. Budget/Cost

Submit a fee schedule which includes lump sum fees for the various phases of work as described in the Scope of Work. Also include the hourly rates and hours on which these fees are based. All reimbursables should be included in the lump sum fee.

5. Exceptions, Suggestions & Comments

To facilitate evaluation of Proposals, Metro wishes that all Proposers adhere to the format outlined in this RFP. Proposers wishing to take exception to, or comment on any specified criteria within this RFP, including the Personal Services Agreement, are encouraged to document their concerns in this part of the submittal. Exceptions, suggestions and comments should be succinct, thorough and organized.

## GENERAL PROPOSAL AND CONTRACT CONDITIONS

1. 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 any or all Proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this RFP.

2. Contract Type

Metro intends to award a Contract with the selected firm. A copy of the standard agreement form which the successful firm will be required to execute is attached as Attachment B. Any qualifications or concerns with this Contract should be raised at the time of submittal.

3. Validity Period and Authority

The Proposal shall be considered valid for a period of 60 days and shall contain a statement to that effect. The submittal shall contain the name, title, address and telephone number of an individual or individuals with authority to bind the proposing firm during the period in which Metro is evaluating the submittals.

4. Conflict of Interest

A Proposer submitting a Proposal thereby certifies that no officer, agent, or employee of Metro has a pecuniary interest in the submittal; that the submittal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

5. Appeals

Appeals of the award of the Contract should be addressed to the Metro Contracts Administrator, Risk and Contracts Division, 600 NE Grand Avenue, Portland, Oregon 97232. Appeals shall be submitted in writing within five working days of the postmarked Notice of Award or disqualification. Appeals must describe the specific law, rule, regulation, or practice upon which protest is based. The judgment used in the evaluation by individual members of the Selection Committee is not grounds for appeal.

## EVALUATION OF PROPOSALS

1. Evaluation Procedure

Submittals received that conform to the requirements of this RFP will be evaluated. The evaluation will be based on the criteria identified in the following section, and performed by a Selection Committee appointed by Metro. After review of the written submittals, the Selection Committee may determine, at their sole discretion, to conduct interviews with one or more of the Proposers. In addition, the Selection Committee may request clarifying information of any Proposer during the evaluation process.

2. Evaluation Criteria

Submittals will be evaluated using the following criteria and point system:

- |    |   |    |        |
|----|---|----|--------|
| A. | Professional qualifications, training, experience of team members           | 20 | points |
| B. | Trail design, construction management and citizen involvement experience    | 20 | points |
| C. | Experience with governmental planning, permitting and regulatory procedures | 10 | points |

D.	Approach	30	points
E.	Fee	<u>20</u>	points
Total Possible Points		100	

## SCHEDULE

The following schedule has been established for this RFP and Project:

RFP issued	February 23, 1996
Pre-Proposal Conference	February 29, 1996
Proposals due	March 18, 1996
Interviews (if scheduled)	Week of April 15 - 19, 1996
Contractor selected	April 22, 1996
Contract executed/project commencement	April 30, 1996
Design Development Phase	May - September 1996
Bid Document Preparation Phase	October - December 1996
Bidding Phase	January - February 1997
Construction Phase	April - November 1997
Project completed	November 30, 1997

These dates are approximate and subject to change

## SCOPE OF WORK

### A. Responsibilities Generally

1. Contractor shall prepare all plans, specifications, sections, elevations, details and other documents and information which may be necessary or convenient to adequately and completely convey to Metro and other interested agencies, Contractor(s) and others the information necessary for the design and construction of the Project. The Project, described more fully in *the Peninsula Crossing Trail Feasibility Study*, includes:

- 14 ft. trail section between Willamette Blvd. to Columbia Blvd. (Carey Blvd. section). Multi-use trail segment.
- Pedestrian and sidewalk improvements on Columbia Blvd. from Carey to Portsmouth Blvd.
- Bicycle improvements on Fessenden St. from Carey to Portsmouth Blvd.
- Trailhead with parking, lighting, planting, irrigation and grading at Columbia Court
- Trailhead at Fessenden St.
- Emergency/maintenance vehicle access point at Lombard St. (Carey Blvd. section)
- Fencing along trail from Lombard to Fessenden at selected residential lots
- Street crossings:
  - ◊ Willamette Blvd. (crosswalk only)



- ◇ Lombard St. (crosswalk and signal)
- ◇ Fessenden St. (raised crosswalk)
- ◇ Columbia Blvd. (improvements to existing signal and crosswalk)
- ◇ North Portland Rd.
- Lighting from Willamette Blvd. to Columbia Blvd.
- Bollards and chains to control unwanted vehicular traffic
- Separated pathway on east side and parallel to North Portland Rd. from North Portland Bridge over slough to existing bike path at Marine Drive

Note: Except for coordination, the Project does not include the portion of the trail within the City of Portland BES property and the slough crossing, which will be designed and constructed separately. The trail corridor described in the feasibility study has been modified slightly.

### Phase 1      Design Development

1. Contractor shall meet with Metro's Project Manager initially to establish project schedule, budget and workplan. Project schedule will include all key milestones. Project budget will include costs for design, cost for construction and project "soft" costs. At this meeting the previously completed *Peninsula Crossing Trail Feasibility Study* will be reviewed and discussed. Contractor shall conduct site visits as necessary to familiarize themselves with existing conditions.
2. Contractor will complete a design development phase based on the previously completed feasibility study, directions from Metro's Project Manager and input received from interested public, agencies and organizations. During design development, Contractor will establish the specific design elements of the project and field verify site conditions to ensure the best implementation of these elements within the trail. Special consideration will be given to trail accessibility, vandal resistance and durability of the trail. The culmination of this phase will be final detail drawings depict design elements such as street crossings, trailhead layout, trail sections, fencing, bollard and lighting locations, site amenities and planting plans.
3. During design development, Contractor will be responsible for soliciting public input. Contractor will conduct at least three public design workshops to receive ideas from the public about the project. The workshops will be designed to involve as many segments of the north Portland community as possible. Critical participants are adjacent property owners, residents, future trail users and children attending nearby schools. Workshops will be schedule for weekday evenings and Saturdays.
4. Contractor will write and design a periodic newsletter to update the community, neighbors, adjacent property owners, agencies and businesses about the progress of the project. The newsletter should include information such as public meeting/workshop dates, project and construction schedules

design elements and project contact people. Contractor shall supply camera ready copy to Metro. Metro shall print and distribute newsletter.

5. In conjunction with Metro staff, Contractor will keep local media informed about the project. This may include writing press releases, participating in interviews and other requests for information.
6. Contractor will conduct at least one design workshop for affected city bureaus, agencies, utilities and organizations. A preliminary list of invitees includes City of Portland Parks, Fire, Police, Transportation, Water, Planning, BES and Maintenance Departments, Oregon Department of Transportation (O-DOT), Metro departments, Northwest Natural Gas Company, PGE and Burlington Northern Railroad. This workshop should be scheduled during business hours and will cover ongoing operational requirements of the trail, necessary easements, coordination of the BES trail segments, street crossings and other related matters. Because the City's Park and Recreation Department and BES will be responsible for on-going maintenance, the trail design will have to conform to this Department's design standards.
7. In addition to the design workshop for affected agencies, utilities and organizations, Contractor will assist Metro's Project Manager with the ongoing coordination effort required by the Project.
8. Contractor will coordinate the effort to ensure the timely receipt of all required project permits and approvals. This includes attendance at any meetings related to permitting (pre-application and other), the preparation and submission of all permit applications and the preparation and submission of all necessary appeals. Metro will pay all permit and related fees directly to the appropriate agency.
9. During the course of this phase, Contractor shall keep Metro's Project Manager informed on a regular basis. Contractor shall prepare written and graphic explanatory materials and appear as may be required on Metro's behalf at all necessary meetings.
10. At the end of this phase Contractor will present for approval by Metro's Project Manager, the Design Development Drawings and other documents as may be appropriate.

## Phase 2 - Document Preparation

1. Based upon the approved Design Development Documents, Contractor will proceed with bid document preparation. Bid documents will include drawings and specifications consistent with professional A.I.A. standards and will be complete, accurate and coordinated. Bid documents will detail all elements of the project including trail sections, site preparation and grading, trail heads, interpretative and directional signage, parking areas, landscaping and irrigation, lighting, fencing, street crossings and site amenities.

2. Contractor will be responsible for having a topographic survey of the site completed to determine location of the trail boundaries, utility connections, road geometrics and other physical parameters which may affect the design of the trail. Drawings will be prepared at an appropriate scale on 24" x 36" base sheets from this survey. Contractor shall also be responsible for study and coordination for utility relocation and road improvements. This survey shall also be utilized for the monumentation of the trail (placing permanent survey markers at regular intervals along the trail) by the construction contractor.
3. Contractor will submit preliminary drawings, specifications, contract documents and special conditions for review at 50%, 75% and final stages of completion. Review will be undertaken by Metro and other relevant agency representatives. Modifications will be made as required by review.
4. Contractor will prepare and submit cost estimates for review by Metro's Project Manager at 75% and at the final stages of document preparation. In the event a cost estimate is deemed unacceptably high by Metro's Project Manager, Contractor will include bid alternate(s) into the final documents to insure a project within budget. All bid alternates will be reviewed and approved by Metro's Project Manager prior to be incorporated into the bid documents.
5. Contractor will submit plans to the City of Portland for plan check and coordinate the permitting process to ensure receipt of the building permit and other required approvals in a timely manner.
6. Contractor shall prepare a complete set of stamped/signed reproducible Construction Documents and Specifications ( including special conditions and alternates) as the deliverable work product of this phase and suitable for use as bidding documents.
7. Contractor shall as part of the development of Division I of the Specifications, coordinate with Metro's Project Manager to prepare a Project Procedures Manual outlining all procedures to be followed for the processing of change orders, reporting, and control of all shop drawings, transmittals, submittals, substitutions, field orders, inspections and other construction documentation.

Phase 3. **Bidding**

1. Contractor will assist Metro's Project Manager with respect to the following matters regarding solicitation and obtaining bids from contractors:
  - Assist in conducting the pre-bid conference
  - Answering construction contractor's questions and evaluating substitution requests
  - Assist with the issuing of bid document addenda

- Assist with the preparation of bid documentation, including General Conditions, Instructions to Bidders, bidding forms and other similar documentation
  - Assist with Metro's review and analysis of low bid
  - Metro will advertise, issue addenda and print and distribute plans and specifications for bid
2. If addenda are issued during bidding and/or changes are made prior to execution of the construction contract, such drawings and specifications as require revisions shall be conformed and re-issued by Contractor as part of a complete set of Conformed Construction Documents.
  3. In the event that the lowest responsible bid shall exceed the approved budget established by Metro, the Contractor shall, at Contractor's expense, redraw and revise the plans and specifications, if so directed by Metro's Project Manager, so that a responsible bid within the approved budget may be obtained either by formal re-bidding or negotiation.

**Phase 4. Construction**

1. The Construction Phase will commence with the award of the construction contract for the trail and will terminate when final payment to the construction contractor is due or beneficial occupancy, whichever occurs first.
2. Contractor will conduct a pre-construction meeting at which time schedule, procedures and other relevant items will be discussed with the construction contractor.
3. Contractor will meet with, advise and consult with Metro's Project Manager and others on the Project team at least twice monthly to review design compliance, workmanship and acceptability of the construction contractor's performance and final product.
4. Contractor shall assist in the administration of the construction contract as set forth in the General Conditions. Contractor shall meet with and advise Metro's Project Manager as requested to facilitate prompt, economical and satisfactory completion of the trail.
5. Contractor shall visit the site as necessary but not less than once a week during the construction phase, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in conformity with the Contract Documents. Contractor shall write and submit a report detailing observations made during site visits.
6. Contractor shall be the interpreter of the requirements of the Contract Documents as regards the compliance and workmanship in accordance with the design documents and as regards substitution requests. Contractor shall, in a timely fashion, render interpretations and substitution evaluations

necessary for the proper execution or progress of the work as requested by Metro's Project Manager.

7. Contractor shall review and note any exceptions and errors, or take appropriate action, on the construction contractor's submittals for conformance with design concept of the work. Submittal review shall be completed by Contractor in a timely fashion and in a manner so as to not impede the progress of the work.
8. Contractor shall assist Metro's Project Manager in the issuance of change orders by preparing associated drawings, specifications and supporting data as requested by Metro's Project Manager.
9. Contractor will review and certify amounts due construction contractor based on site observations and the construction contractor's Requests for Payment. Such certification and Request for Payment will be forwarded to Metro for payment.
10. Contractor shall review the work to determine both the date of Substantial and Final Completion of the work. Contractor will compile a punch list of incomplete and unsatisfactory items to be forwarded to the construction contractor for completion and/or correction. Contractor shall advise Metro's Project Manager on final acceptance of the work.
11. Contractor will provide a reproducible full size record (as-built) drawings and specifications based on information provided by the construction contractor. These drawings shall be provided on AutoCAD within 60 days of final acceptance of the work.

**B. *Compensation***

1. Contractor shall be paid by Metro for work and services rendered as provided hereinafter. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to perform the work.
2. The total cost of the services provided under this Agreement shall not exceed \$ \_\_\_\_\_.
3. Payment for services shall be based on Contractor's approved design schedule. If actual progress is behind the approved design schedule, progress payments may be withheld until progress is consistent with scheduled progress. Payments will be made monthly.
4. Contractor shall submit to Metro's Project Manager each month an invoice indicating work performed, man-hours expended and a percentage of the appropriate phase(s) amount represented by the current request for payment, plus the cumulative total of all payments made to date.

5. Metro will pay the amount due within thirty (30) days of receipt of an acceptable invoice.

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

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, 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. 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 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 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 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 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: _____

## Staff Report

### CONSIDERATION OF RESOLUTION NO. 96-2276 AUTHORIZING ISSUANCE OF THE REQUEST FOR PROPOSALS FOR DESIGN SERVICES FOR THE PENINSULA CROSSING TRAIL

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Meeting Date: February 12, 1996

Presented by: Mel Huie  
Berit Stevenson

#### Factual Background and Analysis

Metro staff have prepared a Request for Proposals for design services for the Peninsula Crossing Trail. The project is one of the six trail and greenway projects included in Metro's Open Spaces Program. Unlike the other trail and greenway projects, the Peninsula Crossing is the only trail expected to be constructed and put into immediate use as part of the Open Space Program.

The multi-use trail corridor is approximately three miles in length and is located in North Portland. It crosses the St. Johns peninsula, connecting the Willamette and Columbia rivers. It runs adjacent to several regionally significant open spaces including the Smith and Bybee Lakes Natural Area, the Columbia Slough, the 40-Mile Loop Trail and the proposed Willamette Cove Nature Park. Many public and private schools are within easy walking distance of the trail. It is also unique in its very urban setting. It runs through the older established neighborhoods, business districts and industrial areas of St. Johns and north Portland.

Preliminary development work includes the *Peninsula Crossing Trail Feasibility Study* which was completed for Metro in February 1995. The study indicated many opportunities which point towards the project's ultimate success. These include the existing public ownership of the proposed trail corridor which would negate any cost and difficulties related to acquisition; the partnership with Portland's Bureau of Environmental Services (BES) which has agreed to design and construct the portion of the trail running across their Wastewater treatment plant and the slough; and the many significant linkages to schools, open spaces, interpretive centers and other trails. The constraints identified in the study are minor; none of them seriously impact the project.

The project schedule indicates that the design phase would occur during the spring and summer of 1996 with the construction activity slated for the spring and summer months of 1997. Final completion is expected by November 1997. The design phase will include a lengthy design development phase which will solicit critical community and public input. Three design workshops for the public will occur with participation by adjacent property owners and renters, neighborhood groups, associations and citizens. A fourth design workshop will be geared towards relevant City of Portland bureaus and departments and other affected private utilities, agencies and organizations.

Construction of the trail will occur under a separate contract which is scheduled to be let around February or March of 1997. Construction should be complete by November 1997. Once completed, the trail will be maintained by the City of Portland's Park and Recreation Department. This partnership eliminates any operational burden on Metro.

The design contract which is the subject of this RFP will be a multi-year contract, commencing in March 1996 and running through the winter of 1997. Metro Code, at 2.04.033 (a), requires Metro Council approval of multi-year contracts.

### Budget Impact

The FY 1995-1996 budget has allocated \$800,000 towards this project within the Open spaces Fund. The cost estimate for the design and construction management elements of the project which is the subject of this RFP is \$150,000 to \$200,000. Remaining funds will be used to pay for the construction phase of the project.

### Executive Officer's Recommendation

The Executive Officer recommends adoption of Resolution 96-2276.