

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING ) RESOLUTION NO. 98-2712A  
RELEASE OF REQUEST FOR PROPOSALS FOR )  
MASTER PLANNING SERVICES FOR BLUE LAKE )  
REGIONAL PARK AND AUTHORIZING THE ) Introduced by Mike Burton  
EXECUTIVE OFFICER TO ENTER INTO A ) Executive Officer  
MULTI-YEAR CONTRACT. )

WHEREAS, the adopted FY 98-99 Metro Budget appropriates \$65,000 for master planning services for the Blue Lake Regional Park Master Plan; and

WHEREAS, the master planning work requires approximately 8 months to complete and will cross fiscal years; and

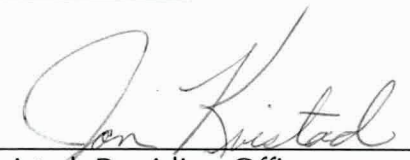
WHEREAS, consultant services are required to perform the work tasks identified in the attached Exhibit A, Request for Proposals (RFP); and

WHEREAS, the contractor will be selected by an open and competitive proposal and selection process; now therefore,

BE IT RESOLVED,

- 1) That the Metro Council authorizes the release of the RFP for master planning services for the Blue Lake Regional Park Master Plan.
- 2) The Metro Council authorizes the Executive Officer to executive a multi-year contract with the most qualified proposer for Blue Lake Regional Park Master Planning services.

ADOPTED by the Metro Council this 22<sup>ND</sup> day of OCTOBER, 1998.

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

Approved as to Form:

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

Exhibit A

Metro  
Regional Parks  
and Greenspaces

*Request for Proposals*

For

**Master Planning Services**

**BLUE LAKE REGIONAL PARK**

Multnomah County



**METRO**

Proposals Due:  
Project Manager:

November 16, 1998  
Julie Weatherby (503) 797-1846

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## SECTION I

### GENERAL INFORMATION

#### REQUEST FOR PROPOSALS

Metro's Regional Parks and Greenspaces Department hereby solicits written proposals for preparation of an updated Master Plan for the Blue Lake Regional Park in Multnomah County. The project must be completed by August, 1999.

#### PROPOSAL SUBMITTAL

**Written proposals are due no later than November 16, 1998, 3pm, at the Metro Regional Parks and Greenspaces Department, 600 Northeast Grand Avenue, Portland, OR 97232-2736, Attention: Julie Weatherby.** 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 Department offices.

All proposals must be clearly marked "Proposal - Master Plan for Blue Lake Regional Park" and contain all information outlined herein.

#### WHO TO CONTACT

Correspondence pertaining to the content of this RFP should be directed to:  
Julie Weatherby, Project Manager  
Metro Regional Parks and Greenspaces Department  
600 NE Grand Ave.  
Portland, OR 97232  
Phone (503) 797-1846  
Fax (503) 797-1849

To provide proposers with a thorough understanding of this RFP project, a non-mandatory pre-proposal conference will be held on November 4, 1998. To assist in productivity of the pre-proposal conference, it is requested that proposers submit their RFP questions in writing to Julie Weatherby as soon as possible.

A project background information file 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 at 797-1870 to schedule an appointment to review the file.

## QUALIFICATIONS

Consultant and/or firm proposing shall have a combination of documented technical expertise, professional experience on similar projects, and verifiable references from previous projects.

All responses must be made in the format outlined in Section IV, Proposal Format and Content. Failure to comply with or complete any part of this request may result in rejection of your proposal.

## CONTRACT SIZE

This project and solicitation process envisions services costing no more than \$60,000 and respondents are requested to indicate all incremental rates and costs which apply.

## SCHEDULE OF REQUEST FOR PROPOSAL PROCESS

Pre-Proposal Conference	November 4, 1998
Proposals Due	November 16, 1998
*Oral Interviews	November 24, 1998
*Final Selection	November 30, 1998
*Contract Execution	December 1998
*Project Commenced	December 1998
*Project Completed	August 1999

\*These dates are approximate and subject to change.

## PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held in Room No. 101 at Metro, 600 NE Grand Ave., Portland, OR, on November 4, 1998, at 2:00 p.m. The objective of the pre-proposal conference, in an informal setting, is to discuss the contents of the RFP in detail and clarify any questions you may have. In addition, this conference will give proposers an opportunity to meet with key Metro staff who will be working on the project.

To assist in productivity of this meeting, it is requested that questions or areas of clarification be submitted *in writing* as soon as possible to, Julie Weatherby, Project Manager. Questions received in writing will be addressed first, followed by questions raised at the pre-proposal conference as time permits.

Questions and responses become part of the public record and will be available for review on request. Should there be any changes made in the RFP as a result of the pre-proposal conference, a written addendum will be provided to all parties and will include any adjustments in RFP schedule dates.

### **ORAL INTERVIEW**

Consulting firms selected for final evaluation will be required to participate in an oral interview of their proposal to Metro's Selection Committee. Such presentations provide an opportunity for the firm to clarify the proposal to assure mutual understanding. Metro will schedule the time and location for these interviews.

### **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 master planning services which specifically meets Metro needs.

### **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.

### **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).

### **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 will be interpreted as acceptance of the standard terms and conditions for contract and subsequent changes will not be considered.

### **VALIDITY PERIOD**

The Proposals shall be considered valid for a period of sixty (60) days.

### **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. Should you have detailed questions about the program, please contact the Contract Services Division at (503) 797-1717.

## Section II Project Background

Blue Lake Park is a 185-acre regional park located in Multnomah County in the City of Fairview, Oregon. Blue Lake Park is situated in the historical floodplain of the Columbia River and provides access to fresh water for the recreating public and important habitat for migrating waterfowl, passerines and a variety of wildlife including fox, beaver, and various amphibians. The lake is fed by underground springs and its outflow is connected to the Columbia River through ducts and controlled through a weir. The park is bordered by Marine Drive on the north, Blue Lake and Blue Lake Road on the south, NE 223<sup>rd</sup> Ave. on the east, and Interlachen Lane on the west. The proposed planning area will include the land within the park's boundary and a small triangular parcel owned by Metro that is located directly northeast of the intersection of Blue Lake Road and NE 223<sup>rd</sup> Avenue.

The park can be divided into two distinct sections, the east and west properties. Blue Lake Road divides the two sections. The west property is 82 acres in size and is developed for public use. This section is used primarily for recreation, education and community programs, and access to Blue Lake for swimming and fishing. The west property has a pastoral character, with large, open mowed grassy areas, and many introduced species of hardwood and conifer trees throughout. The west property also includes a reclaimed wetland area with paths and native plantings that comprise about 22 of the total 82 acres of the west property. The east property comprises .103 acres and is undeveloped and closed to public use except for special uses. The east section includes mowed and unmowed grasses, reed canary grass, introduced hardwood trees, wetlands and four groundwater wells for the City of Portland.

Since the 1920's, Blue Lake Park has been a popular recreation area. Swimming, picnics, music, field games, boating and fishing have been traditional uses at the park. Blue Lake Park has been in public ownership since 1960 when Multnomah County purchased the Blue Lake property. In 1994, Multnomah County parks, including Blue Lake, were transferred to Metro when Metro established the Regional Parks and Greenspaces Department. Metro has continued to manage Blue Lake Park in this "traditional" manner. Currently, around 300,000 to 400,000 people pass through its gates annually.

A master plan was developed for the park in 1985 by Multnomah County and has guided improvements at the park over the past decade. Since the master plan's adoption, significant changes have taken place and the master plan is no longer sufficient to address current and future needs. The changes which have impacted the park include the transfer to Metro, the development of the Metropolitan Greenspaces Master Plan in 1992, the passage of Metro's Open Spaces Bond Measure in 1995, the adoption of the Regional Framework Plan in 1997, and the rapid growth of residential and commercial development in the City of Fairview.



The mission of the Regional Parks and Greenspaces Department is to protect and manage regionally significant parks and natural areas within the urban environment. The Regional Framework Plan calls for cooperative efforts to acquire and protect a regional system of parks, natural areas, open space, trails and greenways for fish, wildlife and people. An updated master plan will clarify the role of Blue Lake in Metro's Regional Parks and Greenspaces program, define the vision for the future of the park, and provide design and management recommendations.

Multnomah County, through its share of the Open Space Bond Measure funds, has designated \$220,000 for improvements at Blue Lake Regional Park. Multnomah County and Metro have entered into an IGA stipulating how the bond funds will be used.

The master plan will establish policies to guide design and include a phased implementation plan for park improvements. The master plan is intended to address and provide direction regarding specific issues for the park, which have developed since the 1985 master plan. The master plan will ensure that the improvements meet current and future needs, be implemented in a timely fashion, and be cost effective.

In the fall of 1997, a study was conducted to identify major issues and opportunities and develop potential policy options for the master plan. The Metro Council initiated this effort, and a consultant was hired to facilitate the study. Based on the reports findings and the direction received from the Metro Council, the master plan will take the following approach:

*Major Theme: Develop Blue Lake Park for wildlife and people*

*Master Plan Study Objectives:*

- Increase year-around use, capacity and revenue
- Enhance habitat and wetland features
- Create a "gateway" to Metro's regional park system
- Enhance environmental education and interpretive opportunities
- Increase operations and maintenance efficiencies.
- Eastside property development and integration
- Upgrade existing facilities and infrastructure
- Integrate Metro Regional Framework Plan policies in park development
- Continue family focused recreation

## SECTION III

### SCOPE OF WORK

#### PROJECT TASKS TO BE PERFORMED BY CONSULTANT

The proposer selected to produce the Blue Lake Regional Park Master Plan will be required to perform the following tasks:

##### 1. Compile and Review Existing Information

- Review existing information relating to park facilities, infrastructure, recreational areas and activities, educational and interpretive programs, operations and maintenance practices, revenue strategies and statistics, natural resource values, security, parking and visitor circulation. These will include but not be limited to 1985 master plan, 1998 preliminary master plan study, feasibility and recreation studies, natural resource studies and reports, and park user surveys.
- Compile existing information on proposed planning area including but not limited to, natural and cultural resources, ownership, land use and zoning. Information resources will include existing plans and maps from Metro and Multnomah County, archeological studies, and information from resource agencies.
- Identify relevant regulations, policies and goals in related local, state and federal planning and management documents to be addressed in the master plan.

##### 2. Needs Assessment

- Evaluate and make recommendations for the following issues:
  - a) Enhance and restore wildlife habitat and wetland features.
  - b) Develop Blue Lake Park as a 'gateway' to Metro's Regional Park system.
  - c) Lakefront restoration and access.
  - d) Enhance environmental education and interpretive opportunities.
  - e) Upgrade existing facilities and infrastructure.
  - f) The Lake House improvements.
  - g) Address best use of old swim center area.
  - h) Visitor orientation and signage.
  - i) Utilization and development of east property.
  - j) Feasibility and location of performing arts programs.
  - k) Multi-modal circulation system (pedestrian, vehicle, parking and mass transit).
- Conduct an efficiency study and make recommendations for management practices and standards to maximize utilization of operations and maintenance resources and improve staff productivity.

- Prepare programming and development plan to recommend the best approaches to increase year-round visitor use and capacity, meet needs of targeted park users, and enhance revenue for the park. Identify organizations, agencies and partners for collaboration.

### 3. Identify and Develop Master Plan Components

- Establish Master Plan mission statement, goals and policies.
  - Prepare illustrated site plan to achieve project mission, goals and objectives. The site plan to address the following elements:
    - a) multi-modal circulation systems
    - b) creating a sense of place to visitors
    - c) integration of east and west properties
    - d) recreation and development components
    - e) visitor orientation and amenities
    - f) wildlife habitat and corridors
    - g) east side development
    - h) landscape plan
    - i) the Lakehouse
  - Incorporate recommendations from the Needs Assessment.
  - Operations and maintenance standards and best management practices.
  - Develop environmental education and interpretive plan to address and feature the natural and cultural resource values in the park and communicate Metro's goals regarding stewardship and resource management.
  - Habitat plan to address restoration, habitat development and management practices.
  - Identify estimated capital costs, ongoing operation and maintenance costs and permit requirements for master plan components.
  - Programming and Development plan to increase use, capacity and revenue.
  - Landscaping design standards.
4. Identify regulations, code, permit, and comprehensive plan requirements to be addressed for proposed improvement. These will include but not be limited to the Oregon State administrative rule on park master planning, ADA, Multnomah County building code, Fairview code and comprehensive plan, DSL fill and removal permits.

5. Phased Implementation Plan

The phased implementation plan will guide facility and infrastructure improvements, resource restoration and protection and recreation and educational programs identified in the Master Plan. Project elements will be arranged into prioritized and logical phases, which will lead to successful completion of the master plan. Include estimated costs.

6. Conduct Public Involvement

- Create list of stakeholders and interested citizens
- Assemble project advisory committee
- Facilitate project advisory committee meetings and prepare meeting minutes.
- Facilitate at least two public workshops to solicit input for the master plan and prepare meeting minutes
- Present the draft master plan to Metro Regional Parks and Greenspaces Advisory Committee
- Present the draft master plan to the Metro Council Regional Facilities Committee and the Metro Council

7. Graphics for Public Meeting and Document

*Utilize CAD format for graphics.*

*a. Existing Conditions Map(s) of Planning Area*

Consultant shall prepare existing conditions map(s) of the master planning area. The map will show, but not be limited to: topography; property boundaries; site and adjacent lot ownership; fauna and flora (including threatened and endangered species); habitat areas; water features; other natural features; existing structures and utilities; and existing land uses. Cultural and archeological resources shall be identified on a separate map for confidential use.

This task will require consultant to review and update relevant project information and determine what additional information is required to prepare existing conditions map(s) of Blue Lake Regional Park Master Planning area. Map(s) will need to be prepared in two formats—one for public presentations and the other for the Master Plan document.

*b. Preliminary Alternative Site Master Plan Concept Designs*

Up to three alternative concept designs for site master plan to be used in project advisory committee meetings and public workshops.

*c. Site Master Plan Illustration*

Based on analysis and input from the public and Metro committees and staff, illustrate a site master plan in format suitable for public presentation and master plan document. Illustration will show locations for all facility and infrastructure improvements, new capital developments, habitat areas, recreation areas, picnic shelters, park entrance and visitor orientation, restrooms, the Lakehouse,

roadways, trails, scenic viewpoints, and other relevant components or facilities. Include mylar overlays of proposed improvements.

One draft and one final, if revisions required after public review. Minimum of 2 by 3 feet colored rendering of proposed Site Master Plan.

*d. Elevations and Architectural Renderings*

Provide elevations and architectural renderings for all recreational area and facility improvements including but not limited to new facility development, picnic shelters, trails, park entrance, visitor orientation, and restrooms.

Identify locations and components of water, irrigation and electrical supply systems. Should road realignment be required, provide location for realignment.

*e. Other Graphics*

Other graphics that will aide in public presentations and or the master plan document including a large color aerial photograph, other site photographs, and site location map, slides of existing park conditions.

8. Master Plan Document

The final report shall include the following elements:

- Acknowledgments
- Executive Summary
- Introduction
- Existing Conditions Analysis
- Project Findings
- Components of Master Plan
- Illustrated Site Master Plan
- Elevations and Architectural Renderings
- Implementation Plan (including timeframes and estimated cost)

**PROJECT TASKS TO BE PERFORMED BY METRO**

Metro will:

- 1) Assist in preparing list of stakeholders. This list may be expanded based on advice from the consultant.
- 2) Provide background reference and resource material, including:
  - a) Metro GIS maps of coverage for property ownership, land use plan designations, zoning, topography, water features, aerial photography, and roads.
  - b) Mylar/map of existing park facilities and layout
  - c) Deeds and leases for lands inside the park boundary (some deeds in County files)
  - d) Blue Lake Regional Park User Surveys.

- 3) Prepare all press releases and meeting notices.
- 4) Attend and participate in all public and Metro Council presentations.
- 5) Reproduce draft and final copies of the Master Plan for public distribution.
- 6) Perform other tasks as negotiated with consultant.

## PRODUCT REQUIREMENTS

1. Preliminary Draft Master Plan Report for Public Review  
Submit 10 bound copies in 8 1/2 by 11-inch format, double sided, for internal review by Metro. The document will reflect public's input and recommendations of Metro and the Project Advisory Committee. The document shall incorporate photos, graphics, tables and maps where appropriate to illustrate content. Graphics and maps shall be in CAD format. The plan must communicate the project information in a clear, organized, well-written and pleasing manner to a variety of audiences, including funding organizations.
2. Draft Master Plan for Public Review  
The Consultant will revise the Preliminary Draft Master Plan according to the comments received from Metro and produce a Draft Master Plan document for public review. This draft will be subject to review by the public, RPGAC, and Metro Committees and Council. Submit 3 bound copies and a photo-ready unbound original in 8 1/2 by 11-inch format, double sided.
4. Colored Rendering of Draft Site Master Plan  
Consultant shall prepare a colored rendering of the final Site Master Plan (CAD format). The master plan rendering will be subject to public and Metro committees and council reviews. The rendering shall be presentation quality, and a minimum of 2 feet by 3 feet in size.
5. Final Master Plan Document/Site Master Plan for Public Release  
Following public and RPGAC reviews and Metro Council review and approval, make any final changes to Master Plan document and Site Master Plan illustration and produce for public release. Submit 3 bound copies and one photo-ready unbound original report, including maps, graphics, appendices. Provide final master plan document and site master plan on a computer disk in Microsoft Word for Windows and CAD formats.

## SECTION IV

### PROPOSAL FORMAT AND CONTENT

**Proposers submitting a proposal are encouraged to 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.**

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.**

1. Introductory Letter

Identify the name, title, address, telephone number and 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. 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 subconsultant(s). Indicate if the firm and any subconsultant(s) is/are a State of Oregon certified Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) or Women-Owned Business (WBE).

Provide the general qualifications and experience of the firm and any subconsultant(s). Provide a summary of the firm's background and involvement in similar and other ongoing projects. Show capability to complete project on time and within budget. Provide copies of studies or reports of at least two past projects, which would be relevant to this project.

Provide at least three references per firm. Include owner's name, owner's contact person and phone number, and proposer's project manager.

3. Specific Information Request

All proposers shall describe their qualifications and experience to the level of detail necessary to convince Metro of the firm's ability to professionally perform the following services:

- a) Park and natural area master planning that balances public use with preservation of the natural resources and character of the park.
- b) Knowledge of the local issues germane to this project.

- c) Constructively involve stakeholders and interested public in development of the master plan.
  - d) Strategic recreation planning
  - e) Operations and maintenance efficiency study
4. Proposed Project Approach to the Scope of Work  
Proposer should include a statement of understanding of the project. Provide a description of the proposed approach for carrying out the work tasks described in this RFP. Outline a work plan and related time schedule for each significant segment of the work. Include suggested revisions to the Scope of Work, associated impact on project budget and completion time frames and rationale for suggestion(s).

5. Project Staffing Summary  
Identify the principal persons to be assigned to each major component of the Scope of Work for both the prime and any subconsultant(s). 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. Particular attention should be addressed to describe the role of the consultant's project manager in quality control, communication and decision-making.
- Provide examples of each member's past work and professional expertise in the areas to which they will be assigned.

The primary consultant must assume responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

6. Budget Summary  
Delineate personnel by level (i.e., Principal, Professional and Administrative), and establish the hourly rate and person-days assumed by task and cost.

Identify all required materials and other direct costs.

Specify the administrative support, costs, overhead and profit that will apply.

7. Number of Proposals to Submit  
Submit 8 proposals.

Enclosed with each proposal, provide original examples of studies or reports of at least two past projects, which would be relevant to this project. We will be glad to return the original examples of work at the end of the RFP process.



**Note:** The funds available for this management planning project are limited and all proposals must be phrased in terms of the cost categories identified above, not to exceed \$60,000.

## SECTION V

### EVALUATION OF PROPOSALS

#### EVALUATION CRITERIA

Written proposals will be evaluated on the basis of the following criteria:

	<u>Points</u>
1. Project understanding	10
2. Proposer's and project team's experience and expertise providing similar consulting services.	30
3. Proposed project approach, work plan, and schedule	30
4. Cost proposal	20
5. Ability to meet project deadlines	10
<b>TOTAL</b> .....	<u>100</u>

#### METHOD OF SELECTION

Members of the Selection Committee for this project will individually evaluate each submitted Proposal to determine those individuals/firms best qualified to perform the services required. Committee member ratings will not be revealed prior to the selection.

Proposers selected for final evaluation will be required to present an oral interview of their proposal to Metro's Selection Committee. Such presentations provide an opportunity for the firm to clarify its proposal and ensure mutual understanding. Metro will schedule the time and location for these presentations.

Consultant selection will be based upon the proposal submitted and oral interviews. Upon completion of the oral interview, the Committee will advise 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. Contract negotiations may be pursued with the highest rated proposer(s) as deemed necessary for an equitable decision and compliance with the inherent project schedule.

#### 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.

## **INFORMATION & QUESTIONS**

This solicitation 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, in order for any information to be binding upon Metro, it must be solicited and issued in writing as part of this competitive process.

Metro's Project Manager shall be the sole judge and decision-maker on all inquiries. As such, she will determine if an inclusive written response to the questioner and all potential participants is warranted.

## SECTION VI

### 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.*

Any changes in the adopted language must be requested and resolved as part of this process or as a condition attached to the proposal.

#### **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.

Project        «Project\_Name»  
Contract No. «Contract\_Number»

## 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 «Contractor», referred to herein as "Contractor," located at «Address».

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 «Start\_Date» and shall remain in effect until and including «End\_Date», 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 «Amount\_Spelled» AND «Cents»/100THS DOLLARS (\$«Amount\_Numeric»).
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 «Termination\_Days» 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.

«Contractor»

Metro

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

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

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

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

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

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

## REGIONAL FACILITIES COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 98-2712, FOR THE PURPOSE OF AUTHORIZING RELEASE OF REQUEST OF PROPOSALS FOR MASTER PLANNING FOR BLUE LAKE REGIONAL PARK AND AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO A MULTI-YEAR CONTRACT

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Date: October 13, 1998

Presented by: Councilor McFarland

**Committee Recommendation:** At its October 7 meeting, the Committee considered Resolution No 98-2712 and voted 2-0 to send the resolution to the Council with a do pass recommendation. Voting in favor: Councilor Monroe and Chair McFarland. Councilor McCaig was absent.

**Committee Issues/Discussion:** Heather Nelson Kent, Parks and Greenspaces Division Manager, presented the staff report. She noted that staff had worked through the spring and summer to respond to concerns that had been raised by the Regional Facilities Committee. This work helped staff to more clearly identify areas of interest and specific planning issues to be addressed in the master planning process. These issues are reflected in the "scope of work" to be performed under the RFP.

Nelson Kent noted that the RFP release is coming before the Council because it is a multi-year contract that was identified in the budget as "significant impact". The cost of the contract will be a maximum of \$65,000. In addition, there is about \$295,000 in funding available for capital improvements at the park.



Staff Report

CONSIDERATION OF RESOLUTION NO. 98-2712 FOR THE PURPOSE OF AUTHORIZING RELEASE OF REQUEST FOR PROPOSALS FOR MASTER PLANNING SERVICES FOR BLUE LAKE REGIONAL PARK AND AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO A MULTI-YEAR CONTRACT.

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Date: September 24, 1998

Presented by: Charles Ciecko

BACKGROUND AND ANALYSIS

The Blue Lake Park Master Plan Update is budgeted to be completed in FY 98-99. The budget of \$65, 000 has been allocated to complete this project.

Once the master planning process is completed, there is \$90,500 available for designated capital improvements at Blue Lake Park through a trust fund, and \$205,000 available for habitat restoration work at Blue Lake Park through the Multnomah County Local Share component of the Open Spaces Bond Measure revenues.

Metro Contract Services Division and General Counsel have reviewed and given signature authority for the RFP. The project work is expected to take approximately 8 months to complete.

BUDGET IMPACT

The master planning process will require approximately 8 months to complete and will cross fiscal years. The project is budgeted at \$65,000 in the adopted FY 98-99 budget. A technical adjustment to the FY 99-00 budget will be proposed later this fiscal year to carry over funds into next fiscal year to complete the project. Total expenditures will be as follows:

Estimated appropriations for FY 98-99	\$55,000
Estimated appropriations for FY 99-00	\$10,000

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 98-2712