

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING)	RESOLUTION NO. 98-2719- <u>A</u>
ISSUANCE OF THE REQUEST FOR)	
PROPOSALS FOR DESIGN SERVICES FOR)	
THE M. JAMES GLEASON BOAT RAMP AND)	Introduced by Mike Burton
BROUGHTON BEACH IMPROVEMENTS)	Executive Officer

WHEREAS, in March 1998, the Metro Council approved the Master Plan which had been prepared cooperatively by Metro, the Port of Portland (Port), the Oregon State Marine Board and Multnomah County for the M. James Gleason Boat Ramp and the adjacent Broughton Beach and Portage Marina properties, collectively known as the Columbia River Management Unit; and

WHEREAS, the Master Plan contemplates improvements to the site which will be designed and constructed over a five to ten year period; and

WHEREAS, in addition to participating fully in the preparation of the master plan, the OSMB and Multnomah County are expected to fund the majority of design and construction costs related to boater access and River Patrol master plan improvements; and

WHEREAS, Metro staff have prepared a Request for Proposals (Exhibit 1) which contemplates a comprehensive design phase; and

WHEREAS, the resulting contract will be a multi-year contract; and

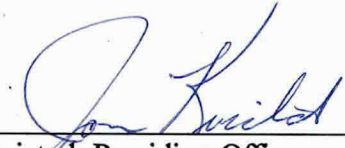
WHEREAS, Metro code requires the prior approval of the Metro Council for RFPs which will result in multi-year contracts; and

WHEREAS, Metro and the Port are contemplating the transfer of the Broughton Beach and Portage Marina parcels from the Port to Metro and expect final approval of such transaction to occur November 12th 1998 or soon thereafter; now therefore.

BE IT RESOLVED,

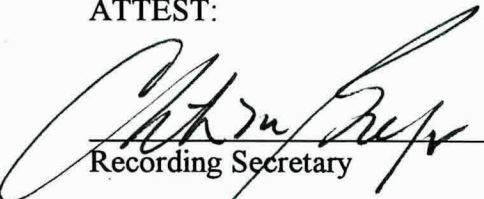
1. That the Metro Council authorizes the issuance of the RFP for design services for the M. James Gleason Boat Ramp and Broughton Beach Improvements.
2. That the Metro Council authorizes the Executive Officer to enter into a contract with the selected contractor which is substantially similar to that which is reflected in the RFP subject to the final approval by both Metro Council and the Port Commission of the related real estate transaction which would transfer ownership of the Broughton Beach and Portage Marina parcels to Metro.

ADOPTED by the Metro Council this 5th day of NOVEMBER, 1998.



Jon Kvistad, Presiding Officer

ATTEST:



Recording Secretary

Approved as to Form:



Daniel B. Cooper, General Counsel

EXHIBIT " 1 "

**REQUEST FOR PROPOSALS
FOR
ARCHITECTURAL DESIGN AND ENGINEERING SERVICES
FOR
M. JAMES GLEASON BOAT RAMP,
MULTNOMAH COUNTY SHERRIFF'S RIVER PATROL
FACILITY
AND BROUGHTON BEACH
IMPROVEMENTS**

RFP #98R-51-PRK

November 1998

**Metro
Regional Parks and Greenspaces
600 NE Grand Avenue
Portland, OR 97232
503-797-1850**

**REQUEST FOR PROPOSALS
FOR
DESIGN AND ENGINEERING SERVICES
FOR
M. JAMES GLEASON BOAT RAMP,
MULTNOMAH COUNTY SHERIFF'S RIVER PATROL FACILITY
AND
BROUGHTON BEACH
IMPROVEMENTS**

I INTRODUCTION

The Metro Regional Parks and Greenspaces Department (Metro), in partnership with the Oregon State Marine Board (OSMB), the Port of Portland and Multnomah County (County), have completed a Master Plan for the M. James Gleason Boat Ramp and the adjacent Broughton Beach, which is known as the Columbia River Management Unit. The Master Plan envisions improvements in three major areas -1) improved boater access at the existing boat launch, 2) Multnomah County River Patrol facilities and 3) improvements to the beach area for day-use.

Metro, in continuing partnership with OSMB and Multnomah County, is requesting proposals for design and engineering services for implementation of the Master Plan improvements. It is anticipated that nearly all of the improvements included in the Master Plan will be fully designed at this time. Due to funding limitations, however, construction of these improvements will be phased over a multi-year period. Metro intends to enter into a multi-year contract for the design and engineering and construction related services as described herein with the selected Proposer.

Metro is a regional government serving the Portland metropolitan area, organized under the laws of the State of Oregon and the 1992 Metro Charter. **Proposals will be received at the reception desk of Regional Parks and Greenspaces offices , attention Berit Stevenson, 600 NE Grand Avenue, Portland, Oregon 97232, until 3:00 p.m., on December 7, 1998.** Details concerning the project are contained in this request for proposals (RFP) . Copies of the RFP may be obtained by contacting Regional Parks and Greenspaces at (503) 797-1870.

II BACKGROUND

The Columbia River Management Unit is comprised of three separate but adjacent parcels located along the southern portion of the Columbia River just north of the Portland International Airport. The parcels are known as Portage Marina (Marina) and Broughton Beach (Beach), both of which are owned by the Port of Portland (Port), and the M. James Gleason Boat Ramp (Boat Ramp) which is owned by Metro. Metro and the Port are involved in negotiations which would

transfer ownership of both the Marina and the Beach to Metro. A Master Plan was prepared by Metro in partnership with the Port, OSMB and Multnomah County which provides design and management recommendations for the physical facilities and infrastructure and for recreational programming and natural resource protection and enhancement. The completed Master Plan, dated March 1998, is attached as Exhibit A to this RFP and Proposers are strongly encouraged to review this document prior to submitting a Proposal.

A. DESCRIPTION OF THE SITE, EXISTING CONDITIONS AND MASTER PLAN RECOMMENDATIONS

The M. James Gleason Boat Ramp, which is located at 4325 Northeast Marine Drive, was constructed in 1959 and operated by Multnomah County until January 1994 when Metro assumed management. The facility currently includes a boat ramp with five launch lanes, 4 acres of surface parking (181 trailer & 59 single car spaces), the Multnomah County Sheriff's River Patrol office and related water-side improvements. The Master Plan recommends replacement or major upgrading of all of these existing facilities due to a number of factors including deterioration, location and user inefficiencies.

The boat ramp is the second largest in the Metro region and experiences heavy use with more than 16,000 launches occurring per year. A variety of users were identified during the master planning process including the recreational boater - both motorized and non-motorized and commercial users which includes boat transporters and dealers and marine construction contractors and suppliers.

Immediately east of the boat ramp lies Broughton Beach which is zoned open space and encompasses approximately 45 acres. It is anticipated that the Port will transfer to Metro a 9.5 acre parcel of the Beach which is located just east of the boat ramp through a lot line adjustment. The entire Beach has over one mile of sandy beachfront. On the south, the beach is bounded by the Columbia River flood control dike, managed by the Multnomah Drainage District, and Marine Drive.

Metro and Multnomah County have managed approximately 9.5 acres of the Beach immediately adjacent to the boat ramp under a lease agreement with the Port since the mid 1970's. The beach is heavily used during the summer months as a public recreational area; extensive complimentary use of the beach and the boat ramp occurs from May through October. The Master Plan recommends providing various improvements related to the beach or day-use activities. These improvements include parking, public restroom (shared with boaters), covered picnic shelters, and a fishing pier

Immediately adjacent to the boat ramp on the west is the 1.3 acre Portage Marina

parcel. This parcel is zoned commercial and has been previously operated as a commercial marina operation. The site has been unoccupied since 1991 and includes a vacant structure of approximately 4,000 square feet which is surrounded by surface parking. The Master Plan recommends razing the vacant structure and relocating the Multnomah County Sheriff's Patrol facilities to this parcel.

Running along the south boundary of all three properties is the 40 Mile Loop Trail which is maintained by the City of Portland. Government, Lemon and McGuire Islands are located east of the site and are common destination points from the boat ramp. There are plans for an extension of the 40 Mile Loop Trail by BES. It will be necessary to coordinate the efforts of BES and this project.

B. PROJECT PERMITTING

The Project will require both landuse approval from the City of Portland and federal and state permits for the in-water improvements. The land use approvals include a conditional use approval and environmental review. Metro and the OSMB will be primarily responsible for obtaining all required land use and water side permits and approvals. The selected contractor may be required to assist in this effort by providing various design documents and input as needed.

C. MASTER PLAN PHASING AND COST ESTIMATES

The Master Plan includes a section on Implementation which provides a Phasing Plan which will generally be followed. However, modifications to this schedule are necessary to accommodate Metro's desire to include the River Patrol facilities and certain beach or day-use improvements the initial phase of construction. The selected contractor will be required to develop a n overall project schedule which includes project phasing. The preliminary construction cost estimate for improvements identified in the Master Plan is \$3,580,000.

III. SCOPE OF SERVICES

Metro is requesting design and engineering services for the implementation of the Gleason Boat Ramp/Broughton Beach Master Plan.

A. Task I - Project Schedule

1. The first task of the design consultant will be to prepare an overall project schedule. This schedule will be developed with key Metro, OSMB and County staff and will be based on several factors including permitting and approval requirements, available funding, staff input, the course of construction, minimizing impact on park visitors, etc.

B. Task II - Design & Engineering

The design consultant shall perform all necessary task related to the final design and engineering, including all necessary survey work, of all improvements identified in Task I as Phase I improvements. All work shall comply with all relevant federal, state and local codes, rules, regulation, guidelines and ordinances. The design will be done on AutoCAD R.14 for Owner's future use. For the purposes of this RFP, proposers should assume that all improvements identified in the Master Plan shall be included in Phase I except for the Picnic Shelters and the Fishing Pier and Access Trestle ¹. The following items at a minimum shall be completed

1. Attend initial design meetings as necessary with representatives of Metro, the OSMB and Multnomah County (Owner's Design Team) to establish design parameters. Attend design progress meetings with Owner's Design Team as necessary but no less than twice monthly.
2. Produce 25% drawings (schematic design) for review and approval by Owner's Design Team. At a minimum include: (1) preliminary plan view layout of all proposed improvements to include at least two alternative designs for boat ramp area to reduce impacts of current wave, wake and sedimentation issues; (2) preliminary elevations of primary structures to include at least three alternatives for exterior treatment. Submit a cost estimate.
3. Perform at two-dimensional hydraulic and sedimentation study of the boat ramp area to evaluate sedimentation rates of existing conditions and the two proposed layout alternatives. Base hydrographic survey information will be provided by OSMB. Based on results, Owner's Design Team will select the preferred layout alternative.
4. Attend on-site design meeting with Owner's Design Team and representatives of commercial users group to determine compatibility of preliminary design with large vehicles used by commercial users.
5. Upon written authorization to proceed, produce 50% drawings for review and approval by Owner's Design Team. Incorporate preferred boat ramp layout and selected exterior treatment.
6. Upon written authorization to proceed, produce 90% drawings for review and approval by Owner's Design Team and Factory Mutual (Metro property insurance agent) . Include plan view, sections, elevations and

detail drawings for all proposed improvements. Submit a revised cost estimate.

7. Upon written authorization to proceed, produce 100% drawings and specifications ready to be bid by Metro. Submit a final detailed cost estimate. In the event the lowest responsible bid exceeds the final cost estimate by more than 10%, the design consultant shall, at the design consultant's expense, redraw and revise the drawings and specifications, if so directed by the Owner's Design Team, so that a responsible bid within the final cost estimate may be obtained either by formal re-bidding or negotiation.

C. Task IV - Bidding and Construction

The design consultant shall perform the following necessary tasks relating to the bidding and construction phase of the project:

1. Attend the pre-bid conference and be prepared to expend up to 15 hours in addressing technical questions related to bidding.
2. Submit for and obtain plan check approval from applicable agencies. Respond to inquiries as necessary to receive building permit(s).
3. Attend the pre-construction conference and be prepared to expend up to 20 hours in addressing technical problems and participating as required in preconstruction meetings with selected contractor(s).
4. Provide assistance during the construction phase (i.e. review of submittals and change requests, response to requests for information concerning design, periodic site visits, etc.) to ensure adherence to drawings and specifications. Metro will be responsible for reviewing and approving the construction contractor's payment requests.

D. Task IV - Commissioning

The design consultant shall perform the following tasks related to commissioning:

1. Respond to the commissioning agent's request for information and clarification during the design phase of the project.
2. Assist the commissioning agents in problem resolution and clarification of design intent as needed during the commissioning process. The commissioning timeframe may be extended to include seasonal testing.
3. Participate with the commissioning agent and contractor in a 1-2 hour

system overview for the Owner's staff responsible for building operation, if needed. The session will address the operational intent of all systems.

E. Task V - Miscellaneous Responsibilities

The design consultant shall be responsible for the following miscellaneous tasks:

1. Manage all of the activities of the design consultant's team and be responsible for the quality and timeliness of the work product of all team member
2. Compile as-built information for all features and provide to Owner's Design Team three hard copies and one electronic copy of as-builts drawings (in AutoCAD R14.)
3. Assist Metro and the County as necessary to accommodate their respective % for Art Programs. Tasks include identifying potential art projects or sites, assist with artist selection and coordinate with selected artist to ensure success.
4. Coordinate with other relevant agencies and organizations such as PDOT, BES (40 Mile Loop), and Multnomah County Drainage District to ensure overall project success.
5. Provide assistance as necessary for project presentations to the various affected agencies board, commissions and councils. It is anticipated the each of the three agencies will require a single presentation.

IV. DESIGN PARAMETERS

The following parameters must be incorporated in the design:

- A. Materials will be new and installed in accordance with the appropriate codes, regulations and industry standards. Use of materials utilizing recycled content wherever possible per Metro Executive Order #47.
- B. Design specifications will include a requirement for the Construction Contractor to make submittals for all materials to be used.
- C. Design will include guidance for the construction contractor to minimize disruption to the operation of the facilities during construction.
- D. Design will take into consideration long term operation and maintenance efficiencies.

- E. Design to take advantage of any reuse and salvage materials during construction and recycling of building materials.
- F. New River Patrol building shall be designed to meet the State of Oregon "essential facility" requirements.
- G. OSMB Design Guidelines.

V. PROJECT SCHEDULE

Issue Proposals	November 13, 1998
Proposals Due	December 7, 1998
Interviews (if required)	Week of December 7-11, 1998
Final Selection	December 14, 1998
Contract Execution	January 4, 1999
Project Commencement	January 4, 1999
Phase I Design Completion	Mid May 1999

VI. PROPOSAL INSTRUCTIONS

- A. Submission of Proposals
One original and six copies of the proposal shall be furnished to Metro, addressed to:

Metro
Regional Parks and Greenspaces Department
Attn.: Berit Stevenson
NE Grand Avenue
Portland, OR 97232-2736

- B. Deadline
Proposals will not be considered if received after **3:00 p.m., December 7, 1998.**
- C. RFP as Basis for Proposals:
This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information that is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed in writing to Berit Stevenson at Metro and can be faxed to (503) 797-1796. 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 December 1, 1998.

D. 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 all claims arising from such activity.

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

VII. PROPOSAL CONTENTS

- A.** The proposal should contain not more than the equivalent of 25 single sided pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested in the manner outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.
- B.** As part of the proposal, submit a transmittal letter. The letter should provide an overview of the approach that will be used to accomplish the work. Include in the overview who is to be the contact for the project and who in the firm has authority to sign the agreement with Metro if a contract is awarded to the firm. State that the proposal will be valid for a minimum of 90 days. Also detail which other firms will be involved in the project and their roles.
- C.** List the specific individuals on the design team who will perform the work, their specific roles and billing rates.
- D.** Describe the design team's experience in performing similar work, particularly experience with park, law enforcement and boating facilities. Provide a minimum of two references from similar projects for key team members.
- E.** Describe the firm's experience in performing similar work. Provide a minimum of two references from similar projects.

- F. Provide a work plan for the project. The work plan should be as detailed as possible and should be divided into the principle elements of the work.
- G. Estimate the number of hours by position and task required for accomplishing the work.
- H. Enclose a fee schedule for all personnel to be utilized in the project.
- I. Submit a project schedule with timeline and critical milestones to accomplish the major items of the scope of work prior to construction. Metro desires to complete the design and engineering work by mid-May.
- J. Firms wishing to take exception to, or comment on, any specified requirements within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

VIII. EVALUATION OF PROPOSALS

- A. An evaluation team will conduct the evaluation process. Metro will only evaluate proposals that, in the evaluation team's sole opinion, conform to the proposal instructions.
- B. The team will rank proposals based on the evaluation criteria and points described below. Interviews with the top ranked firm or firms may be required at the discretion of the Project Manger. If interviews occur, they will be limited to 60 minutes in duration, time and place to be announced. At interviews, the design team should be represented by team members from the key disciplines who will be the primary contact throughout the project.
- C. Based on the evaluation of proposals, Metro will enter into negotiations with the highest ranked firm(s) to finalize a contract. The scoring of the evaluation team, and the consequent ranking of firms, will not be permitted as grounds for an appeal of the award of a contract, per the Metro Code.
- D. If Metro is unsuccessful in negotiating a contract with the highest ranking firm, Metro will select the next highest ranked firm and attempt to negotiate a contract. This process will continue until a contract is recommended to the Metro Executive Officer for award or Metro terminates the procurement.
- E. After evaluations are complete, all teams submitting proposals will be notified of the results by way of a Notice of Award.

- F. This section provides a description of the criteria which will be used in the evaluation of proposals submitted to accomplish the work defined in this RFP.

Firm's experience with design of similar work in similar applications.	20%
Individual team member's experience with design of similar work.	30%
Fee/ cost proposal.	15%
Work plan.	35%

IX. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice. Contractor will be required to submit invoices which clearly segregate the work related to the County's River Patrol facilities.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal 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 call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Public Record. 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.

- F. **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 citation of 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.

Standard Agreement: The attached personal services agreement is a standard agreement approved for use by the Metro Office of General Counsel. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal. Failure to respond will be interpreted as acceptance of the standard terms and conditions for contract and subsequent changes will not be considered.

Attachments

- A. Gleason Boat Ramp & Broughton Beach Master Plan
- B. Standard Personal Services Agreement

Attachment A

**Gleason Boat Ramp &
Broughton Beach Master Plan**

Attachment B

Standard Personal Services Agreement

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 NE Grand Avenue, Portland, Oregon 97232, 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 on the last signature date below and shall remain in effect until and including June 30, 2005, 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 amounts, manner and at the times specified in the Scope of Work for a maximum sum not to exceed _____ DOLLARS (\$0,000).

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

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. 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 five days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

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 any and all prior agreements or practices, this Agreement constitutes the entire Agreement between the parties, and may only be modified in a writing signed by both parties.

_____	METRO
_____	_____
Signature	Signature
_____	_____
Print name and title	Print name and title
_____	_____
Date	Date

Contract No:

Exhibit A

Scope of Work

1. Statement of Work.

PER REQUEST FOR PROPOSAL FOR DESIGN OF IMPROVEMENTS TO GLEASON BOAT RAMP AND BROUGHTON BEACH. (Enclosed)

2. Payment, Billing and Term.

Base \$ _____
Reimbursables: \$ _____

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

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

REGIONAL FACILITIES COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 98-2719, FOR THE PURPOSE OF AUTHORIZING ISSUANCE OF REQUEST OF PROPOSALS FOR DESIGN SERVICES FOR THE M. JAMES GLEASON BOAT RAMP AND BROUGHTON BEACH IMPROVEMENTS

Date: November 4, 1998

Presented by: Councilor McCaig

Committee Recommendation: At its October 21 meeting, the Committee considered Resolution No 98-2719 and voted 2-0 to send the resolution to the Council with a do pass recommendation. Voting in favor: Councilor McCaig and Chair McFarland. Councilor Monroe was absent.

Committee Issues/Discussion: Charlie Ciecko, Regional Parks and Greenspaces Director , and Berit Stevenson , Property Services Division presented the staff report. Ciecko explained that the purpose of the resolution was to obtain design services for improvements to the boat ramp and the surrounding area. He noted that a master plan was finalized in March and that the capital improvements as outlined in the plan, except for the fishing pier, would be part of the design services contract.

Ciecko indicated that Metro would have several financial partners in making the planned improvements. Multnomah County will fund the boat ramp improvements that relate to the stationing of a sheriff's patrol boat at the ramp. The State Marine Board and Department of Fish and Wildlife will fund the other boating-related improvements. Metro's portion of the project will be the development of parking facilities at the site. The configuration and nature of the parking lot have not yet been finalized.

Ciecko noted that there is a need to quickly proceed with the design services work to qualify the project for the next round of State Marine Board funding. Ciecko indication that the improvements are dependent upon completion of the transfer of the beach and marina parcels from the Port of Portland to Metro.

As approved by the committee, the resolution would permit the issuance of the RFP following the completion of this real estate transaction. It was anticipated that Port approval would occur at the Port Commission's November 12 meeting. Following the committee meeting, Council staff was advised that final Port approval will not occur until December. Because of the time sensitivity related to completion of the design services work, Parks staff has prepared an "A" version of the resolution which would allow the RFP to be issued immediately, but would not permit a contract to be signed until after the completion of the real estate transaction. This amendment may be offered during consideration of the resolution by the full Council.

Staff Report

**CONSIDERATION OF RESOLUTION NO. 98-2719 FOR THE PURPOSE OF
AUTHORIZING ISSUANCE OF THE REQUEST FOR PROPOSALS FOR DESIGN
SERVICES FOR THE M. JAMES GLEASON BOAT RAMP AND BROUGHTON
BEACH IMPROVEMENTS**

Meeting Date: October 21, 1998

Presenters: Charles Ciecko
Berit Stevenson

PROPOSED ACTION

Resolution No. 98-2719 requests approval for issuance of the Request for Proposals (RFP) for design services related to master plan improvements for the M. James Gleason Boat Ramp and the adjacent Broughton and Portage Marina properties, collectively known as the Columbia River Management Unit, which is located on N. E. Marine Drive along the Columbia River just north of the Portland International Airport. The contract contemplated by the RFP will be multi-year. Metro Code requires that multi-year contracts receive Metro Council approval prior to RFP issuance.

BACKGROUND AND ANALYSIS

In March 1998, the Metro Council approved a master plan for the M. James Gleason Boat Ramp and the adjacent Broughton Beach and Portage Marina properties. The master plan recommends that the existing boat ramp undergo a major facility upgrade and that the existing Multnomah County River Patrol facility be relocated to the Portage Marina parcel. Lastly, the master plan recommends improvements such as an on-site parking lot and public restrooms be provided for users of adjacent Broughton Beach.

As indicated in the master plan, Metro, the Oregon State Marine Board (OSMB) and Multnomah County would share funding for design and construction of the various improvements. Multnomah County will be responsible for the River Patrol facilities¹; OSMB will be responsible for improvements related to the boat ramp² and Metro will be responsible for day-use or beach improvements.

Metro staff have prepared a Request for Proposals (RFP) for design services for the master plan improvements. This RFP is attached as Exhibit 1. The RFP contemplates that all design work be completed by a single design team selected by this RFP. An

¹ The IGA between Metro and Multnomah County related to the transfer of parks facilities commits the County to fully fund the design and construction of a relocated River Patrol facility.

² Metro has received a grant from OSMB and ODFW for design costs and expect to receive a grant covering construction costs once design is complete. Metro will be responsible for some match funds for both of these grants and expects to utilize Multnomah County local share funds and the Open Space acquisition of the Portage Marina and Broughton Beach parcels to satisfy "match" requirements.

Owner's Design Team, which would include staff from Metro, the OSMB and Multnomah County, would direct the work of the design contractor. Construction of the improvements will not occur immediately upon design completion, but rather will be phased over a five-year period. Because of the construction phasing, the design contract will be a multi-year contract, which requires Metro Council approval prior to issuance of the RFP.

A related action item which will be considered by the Metro Council is the acquisition of the Broughton Beach and Portage Marina parcels from the Port of Portland (Port). Currently, Metro owns and operates the boat ramp. Broughton Beach and the Portage Marina are the two parcels, which are located on either side of the boat ramp. Metro and Port staff have been negotiating a transfer of these properties from the Port to Metro for several months. The acquisition would be funded from Measure 26-26 funds. Final documents have been prepared and will be considered by the Metro Council and the Port Commission in early November.³ Issuance of the RFP for design services will occur only upon the approval by both Metro Council and Port Commission of the related real estate transaction.

FISCAL IMPACT

The Regional Parks Fund includes \$205,000 in fiscal year 1998-99 to cover the cost of final design and engineering related to the master plan improvements planned for the boat ramp and the adjacent property. The source of these funds are grants from the OSMB and ODFW and Multnomah County local share bond funds. This amount will be augmented by another \$120,000 which will come from Multnomah County to cover the costs related to the River Patrol facilities.⁴ The construction of improvements are expected to occur over a five year period once design is complete and will not be authorized until sufficient funds have been approved through the budget process.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Resolution 98-2719.

³ Metro Council is expected to consider this item at its November 5 meeting. The acquisition item will be on the Port Commission's November 12th meeting.

⁴ Multnomah County has recently received a \$60,000 grant from the OSMB which will be supplemented by an additional \$60,000 from the County's General Services Department.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION CO. 98-2719
ISSUANCE OF THE REQUEST FOR)
PROPOSALS FOR DESIGN SERVICES FOR)
THE M. JAMES GLEASON BOAT RAMP AND) Introduced by Mike Burton
BROUGHTON BEACH IMPROVEMENTS) Executive Officer

WHEREAS, in March 1998, the Metro Council approved the Master Plan which had been prepared cooperatively by Metro, the Port of Portland (Port), the Oregon State Marine Board and Multnomah County for the M. James Gleason Boat Ramp and the adjacent Broughton Beach and Portage Marina properties, collectively known as the Columbia River Management Unit; and

WHEREAS, the Master Plan contemplates improvements to the site which will be designed and constructed over a five to ten year period; and

WHEREAS, in addition to participating fully in the preparation of the master plan, the OSMB and Multnomah County are expected to fund the majority of design and construction costs related to boater access and River Patrol master plan improvements; and

WHEREAS, Metro staff have prepared a Request for Proposals (Exhibit 1) which contemplates a comprehensive design phase; and

WHEREAS, the resulting contract will be a multi-year contract; and

WHEREAS, Metro code requires the prior approval of the Metro Council for RFPs which will result in multi-year contracts; and

WHEREAS, Metro and the Port are contemplating the transfer of the Broughton Beach and Portage Marina parcels from the Port to Metro and expect final approval of such transaction to occur November 12th 1998 or soon thereafter; now therefore.

BE IT RESOLVED,

1. That the Metro Council authorizes the issuance of the RFP for design services for the M. James Gleason Boat Ramp and Broughton Beach Improvements subject to the final approval by both Metro Council and the Port Commission of the related real estate transaction which would transfer ownership of the Broughton Beach and Portage Marina parcels to Metro.

2. That the Metro Council authorizes the Executive Officer to enter into a contract with the selected contractor which is substantially similar to that which is reflected in the RFP.

ADOPTED by the Metro Council this _____ day of _____, 1998.

Jon Kvistad, Presiding Officer

ATTEST:

Approved as to Form:

Recording Secretary

Daniel B. Cooper, General Counsel