

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING)	RESOLUTION NO. 98-2635
RELEASE OF REQUEST FOR)	
PROPOSAL # 98R-25-PKS FOR)	Introduced by Mike Burton
DESIGN AND ENGINEERING SERVICES)	Executive Officer
FOR IMPROVEMENTS TO HOWELL)	
TERRITORIAL PARK AND OXBOW)	
REGIONAL PARK.)	

WHEREAS, The Metro Council adopted park master plans for Howell Territorial Park on April 17, 1997 and for Oxbow Regional Park on October 23, 1997; and

WHEREAS, The master plans for both parks recommend a phased approach to implementation with Phase I design to be complete by September 1998; and

WHEREAS, Metro Regional Parks and Greenspaces Department (Department) FY 1997-98 CIP budget includes \$55,000 for design of Phase I improvements at Howell Territorial Park and \$192,300 for design of Phase I improvements at Oxbow Regional Park; and

WHEREAS, The Department successfully competed in the Oregon Parks and Recreation Department's (OPRD) County Opportunity Grants Program that resulted in an award of an additional \$245,300 for design and of improvements at Oxbow Regional Park; and

WHEREAS, The OPRD grant award is contingent on the Department's commitment to expend no more than 20 % of the total sum on design and engineering services and to complete the work by December 1999; and

WHEREAS, Consultant services are required to perform the work tasks identified in the attached Request for Proposal (RFP); and


WHEREAS, It is in the best interest of the public that the Department retain one design firm throughout the entire design process to maintain consistent and seamless delivery of quality services and maximize time and cost savings; and

WHEREAS, The design work will be phased and will require the Department to enter into a five year contract (to expire no later than June 30, 2003) with the selected contractor to perform services on an as needed basis, subject to Metro's discretion and funding availability; now, therefore,

BE IT RESOLVED,

- 1) That the Metro Council authorizes the release of the Request for Proposal (see attached Exhibit A) for the design of master plan improvements at Oxbow Regional Park and Howell Territorial Park.
- 2) The Metro Council authorizes the Executive Officer to execute a multi-year contract with the selected design team.


ADOPTED by the Metro Council this 7th day of May 1998


Jon Kvistad, Presiding Officer

ATTEST:


Recording Secretary

Approved as to Form:


Daniel B. Cooper, General Counsel

**REQUEST FOR PROPOSALS
FOR
DESIGN AND ENGINEERING SERVICES
FOR
OXBOW REGIONAL PARK
AND
HOWELL TERRITORIAL PARK
IMPROVEMENTS**

RFP #98R-25-PKS

May 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 OXBOW REGIONAL PARK
AND HOWELL TERRITORIAL PARK IMPROVEMENTS**

I. INTRODUCTION

The Metro Regional Parks and Greenspaces Department has developed Master Plans for it's Oxbow Regional Park and Howell Territorial Park. Metro is requesting proposals for design and engineering services for implementation of the Master Plan improvements for both parks. Funding for total implementation of the Master Plans is not currently available. Metro expects to design the projects in phases as additional funding becomes available. Metro intends to enter into a long term contract on an as needed basis for the design and engineering services as described herein with the Proposer who submits the Proposal which is judged to be the best.

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 Glenn Taylor, 600 NE Grand Avenue, Portland, Oregon 97232, until 5:00 p.m., on May 29, 1998.** Details concerning the project are contained in the request for proposals (RFP) and background documents. Copies of the RFP and background materials may be obtained by contacting Regional Parks and Greenspaces at (503) 797-1870. Master Plan documents may be obtained from Metro for a refundable \$50 deposit per set (if returned in good condition.)

II. BACKGROUND

Oxbow Regional Park is located in the Sandy River Gorge in east Multnomah County and is comprised of approximately 1,040 acres. The park has been providing recreational opportunities for visitors (over 219,000 in 1996) annually in a natural setting including camping, picnicking, water access for boating, fishing and swimming since 1963. Metro assumed management of the park from Multnomah County in 1994 and ownership in 1997.

The primary components of the Oxbow Regional Park Master Plan are:

- recreate twenty historical overnight campsites in the existing campground area;
- provide overnight structures (yurts) in twelve of the twenty restored campsites;
- redesign group camping sites for more efficient use;
- reconfigure group picnic area to accommodate six shelters (4 replacement & 2 additional) plus four shelterless reservable areas;
- reconstruct family picnic areas for more efficient use;
- upgrade the existing water and electric utilities;
- design and construct flush toilets in primary park use areas (including showers in camping areas) and up-grade pit toilets to a vault design in secondary park use areas;

- realign portions of the road system, add turnaround feature and relocate parking in some areas;
- renovate the front entrance area including a new park entry booth, new office building, public restroom and orientation kiosk;
- design and construct a new environmental education building;
- install irrigation system for major turf areas; and
- upgrade the existing boat ramp to provide ADA compliant fishing and boating opportunities.
- Provide various improvements to comply with ADA standards;
- provide directional and interpretive signage;
- redesign parking where applicable.

The Howell Territorial Park is located on Sauvie Island in northwest Multnomah County one mile north of the Sauvie Island Bridge at 13605 NW Howell Park Road and is comprised of approximately 93 acres. Multnomah County purchased the Park in 1962 and managed it in cooperation with the Oregon Historical Society (OHS.) Metro assumed management responsibility from Multnomah County in 1994 and ownership in 1997. OHS provides cultural interpretation and public events, such as the annual Wintering-In Festival and educational workshops. Picnicking and weddings are also popular activities at the park. The Bybee Howell House located within the Park is the only remaining house built by one of the original homesteaders and is the oldest intact structure on the Island. The wetlands and farmland are representative of the abundant habitat types on Sauvie Island for migratory waterfowl traveling the Pacific Flyway.

The primary components of the Howell Territorial Park Master Plan are:

- design and construct a 1,500 square foot ranger residence, a park admission booth, public restrooms, a replica of the original detached kitchen, four wildlife viewing blinds, three picnic shelters, an arbor, an entry orientation kiosk and a maintenance building;
- install an irrigation system in public use areas near the barn, residence, picnic shelters, restroom and parking lot;
- upgrade the water system to accommodate new facilities;
- relocate the "Finnish Log Cabin" to an off-site location;
- construct 1,200 linear feet of hard surface trail and 3,000 linear feet of soft surface trail;
- construct an all weather parking lot with capacity for 25 passenger vehicles, 2 ADA compliant parking spaces and 2 buses;
- redesign overflow (turf) parking for 530 vehicles;
- design and install directional signage both on and off-site;
- provide various improvements to comply with ADA standards;
- install security gates at the park entrance; and
- renovate barn including restroom upgrade

Metro will be responsible for obtaining the necessary land use approvals required for implementation of the Oxbow Regional Park and Howell Territorial Park Master Plans. The entire application and approval process is estimated to take from five to ten months. The selected contractor will be required to assist in this effort by providing various design documents and input as needed.

Metro intends to enter into a multi-year contact with the selected contractor for design and engineering services to be performed in phases on an as needed basis subject to Metro discretion and funding availability.

The preliminary cost estimate for improvements at Oxbow Regional Park is \$8,000,000 (including Environmental Education Center) and Howell Territorial Park is \$1,800,000. The work in both parks is planned to be phased in over a number of years when funding becomes available. It is anticipated that \$1,188,940 will be budgeted for construction projects in fiscal year 1998 - 99 for improvements at Oxbow Regional Park and \$232,700 for improvements at Howell Territorial Park.

III. PROJECT SUMMARY/SCOPE OF SERVICES

Metro is requesting design and engineering services for the implementation of Master Plan improvements at both Oxbow Regional Park and Howell Territorial Park and for technical assistance as may be required for submittal and approval of land use permits.

Task I

The first task of the design consultant will be to assist Metro staff in determining overall project phasing. This phasing will be based on several factors including land use approval requirements, available funding, park staff input, the course of construction, minimizing impact on park visitors, etc.

Task II

The second task will be to provide the design and engineering for Phase I improvements to Oxbow Regional Park and Howell Territorial Park that are determined to be feasible in task one. Task II must remain tentative until Task I has been completed but Metro expects that the following improvements will be included in phase I at Oxbow Regional Park:

1. water system upgrades that may include;
 - water treatment for iron and manganese
 - water booster pump upgrades
 - water distribution system mapping
 - water line valve replacement
 - fire truck fill outlets

- upgrade of water line at creek crossing
 - a 400 foot extension of the 4 inch main
 - irrigation separation and/or automatic controllers
2. electrical system upgrades that may include;
 - upgrading the existing primary metering
 - adding secondary metering at eleven new pad mounted transformers
 - new service disconnects at seventeen locations
 - approximately 6,200 feet of new 4 inch primary conduit
 3. replacement of selected pit toilets with vault toilets

Metro expects that the following improvements will be included in phase I at Howell Territorial Park:

1. ADA access to house porch
2. utility improvements
 - upgrade water system to accommodate new facilities
 - upgrade electrical service to accommodate new facilities
3. design and construct two 60 person picnic shelters
4. design and construct restrooms near picnic shelters
5. design and construct trail system to support shelter use

Task III

Task three will be to design the tasks in the remaining phases of the two Master Plans as funding becomes available.

For all projects, Metro requires not only design and engineering services, but also assistance in preparing bid specifications, conducting prebid activities, assistance during and after construction. Tasks, which apply to both projects, are generally described below.

Permit Scope of Work

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

- A. Attend various meetings with Metro staff and permitting agencies.
- B. Provide required design documents for land use permits.

- C. Provide final construction documents to permitting agencies for building permits and revise documents as required to obtain final building permits.

Design Scope of Work

Contractor will produce a design for the projects, including drawings and technical specifications suitable for construction. The design services will also include:

- A. Attend initial design meetings as necessary with Metro to establish Phase I projects and design parameters. Attend design progress meetings with Metro design team as necessary but no less than monthly.
- B. Produce schematic design for presentation to and approval by Metro.
- C. Produce 50% and 90% construction document design submittals for review by Metro and Factory Mutual (Metro property Insurance Agent) if necessary.
- D. Submit for and obtain plan check approval from applicable agencies.
- E. Prepare construction cost estimates at schematic design, 50% and 90% submittal phases.
- F. Attend the pre-bid conference and be prepared to expend up to 10 hours in addressing technical questions related to bidding.
- G. Contractor will 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 the contractor selected.
- H. Provide assistance during the construction phase (such as review of submittals and change requests, response to requests for information concerning design, periodic site visits, etc.) to ensure adherence to drawings and specifications.
- I. Compile as-built information for all features and provide to Metro two hard copies and one electronic copy of as-builts drawings (in AutoCad R14.)

Design Parameters

The following parameters must be incorporated in the design:

- 1. 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.
- 2. Design specifications will include a requirement for the Construction Contractor to make submittals for all materials to be used in the installation.

3. Design will include guidance for the construction contractor to minimize disruption to the operation of the facilities during construction.
4. Design will take into consideration long term operation and maintenance efficiencies.
5. Design to take advantage of any reuse and salvage materials during construction and recycling of building materials.

IV. PROJECT SCHEDULE

1. Advertise for Proposals	May 8, 1998
2. Proposals Due	May 29, 1998
3. Interviews (if required)	June 4 - 5, 1998
4. Final Selection	June 8, 1998
5. Contract Execution	June 18, 1998
6. Initial Design Meeting	June 23, 1998
7. Phase I Design Completion	September 15, 1998
8. Advertise for Bids	October 2, 1998
9. Pre-Bid Meeting	October 9, 1998
10. Bid Opening	October 30, 1998
11. Notice to Proceed	November 13, 1998

V. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

One original and five copies of the proposal shall be furnished to Metro, addressed to:

Metro

Regional Parks and Greenspaces Department

Attn: Glenn Taylor

600 NE Grand Avenue

Portland, OR 97232-2736

B. Deadline

Proposals will not be considered if received after 5:00 p.m., May 29, 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 Glenn Taylor 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 May 22, 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.

VI. PROPOSAL CONTENTS

The proposal should contain not more than 20 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.

- A. Transmittal Letter: 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.

- B. List the specific individuals on the design team who will perform the work, their specific roles and billing rates.

- C. Describe the design team's experience in performing similar work, particularly

experience with parks facilities design and construction. Provide a minimum of two references from similar projects for key team members.

- D. Describe the firm's experience in performing similar work. Provide a minimum of two references from similar projects.
- E. Describe the qualifications and experience of the design team with river and forest based parks and historic farms.
- F. Provide a work plan for the project.
- G. Estimate the number of hours by position and task required for accomplishing the work. Enclose a fee schedule for all personnel to be utilized in the project.
- H. 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 commence construction by November 1998.
- I. In addition to services described elsewhere, Metro may require construction management services during the construction phase of work. Please provide a fee schedule and team experience for delivering these services.
- J. Exceptions and Comments 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.

VII. EVALUATION OF PROPOSALS

Evaluation Process: 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.

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 Manager. 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.

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.

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.

After evaluations are complete, all teams submitting proposals will be notified of the results by way of a Notice of Award.

Evaluation Criteria: 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.

- | | |
|--|-----|
| 1. Firm's experience with design of similar work in similar applications. | 20% |
| 2. Design team's experience with design of similar work in similar applications. | 30% |
| 3. Ability to meet project deadlines. | 10% |
| 4. Fee cost proposal. | 20% |
| 5. Work plan. | 20% |

VIII. 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.
- 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.

IX. NOTICE TO ALL PROPOSERS -- 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. Oxbow Regional Park Information
- B. Howell Territorial Information
- C. Standard Personal Services Agreement

Attachment A

Oxbow Regional Park Information

Figure 1 Vicinity Map

Figure 2 Existing Site Improvements

Figure 3 Master Plan Overview

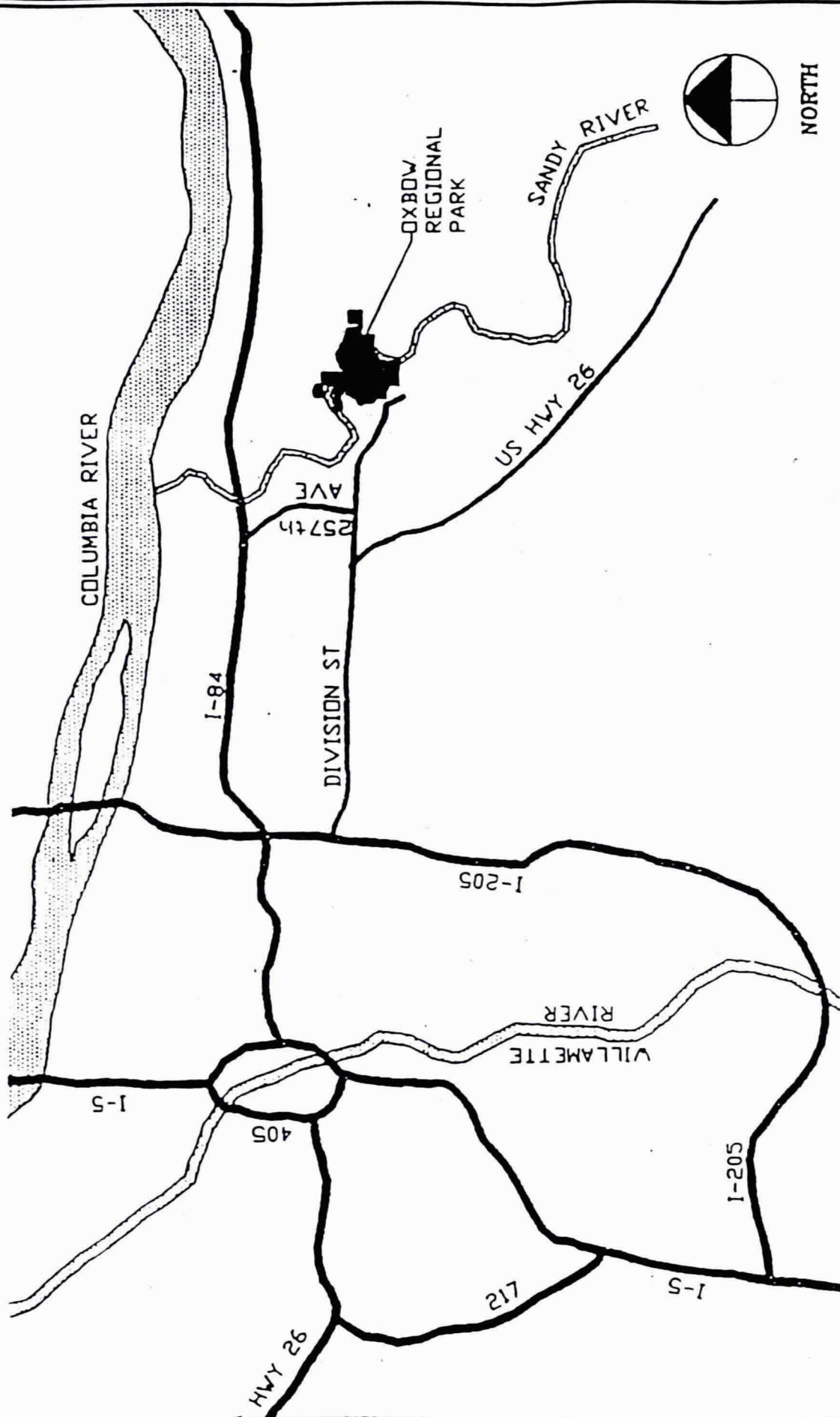


FIGURE 1
VICINITY MAP

Existing Facilities at Oxbow Regional Park

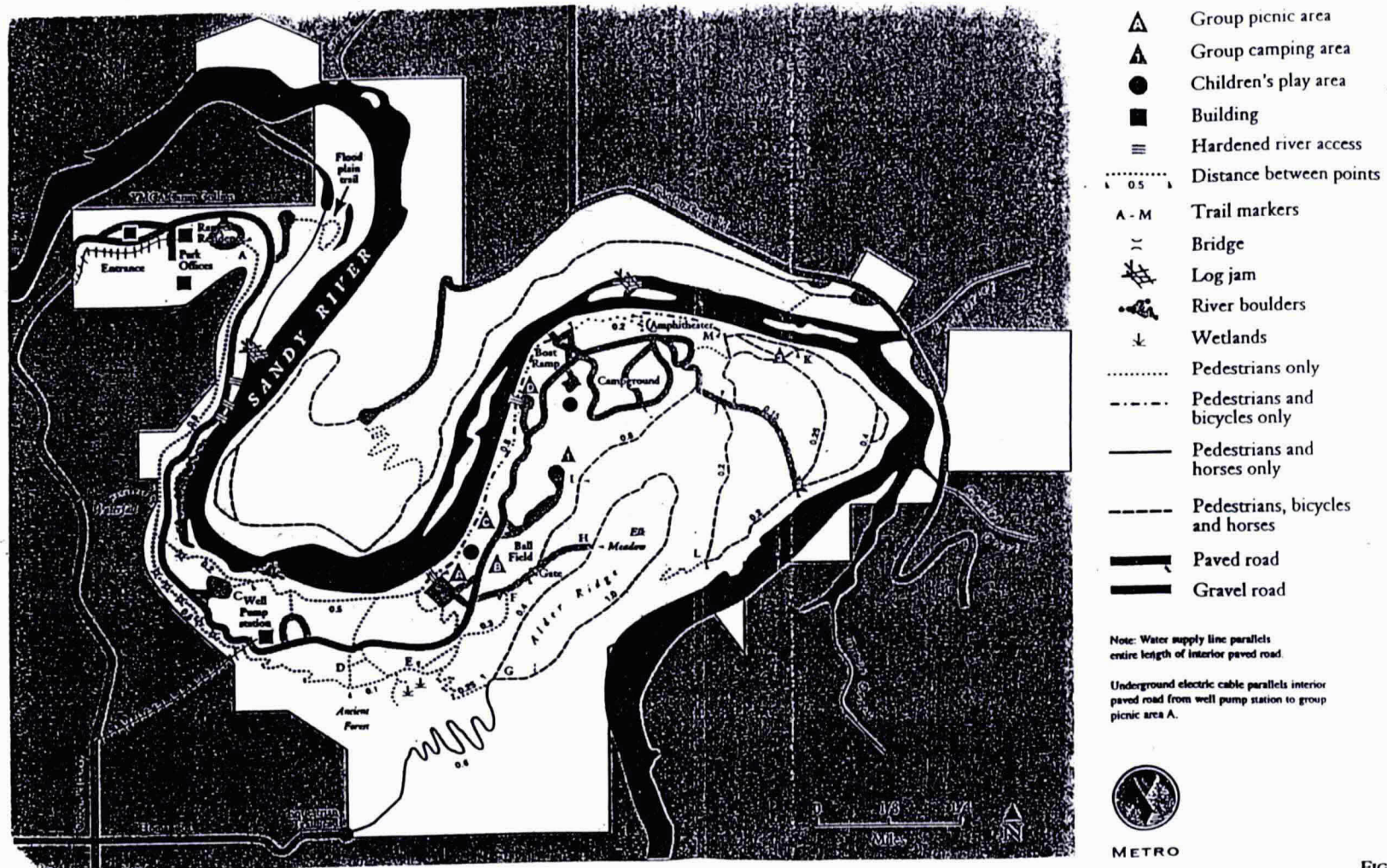
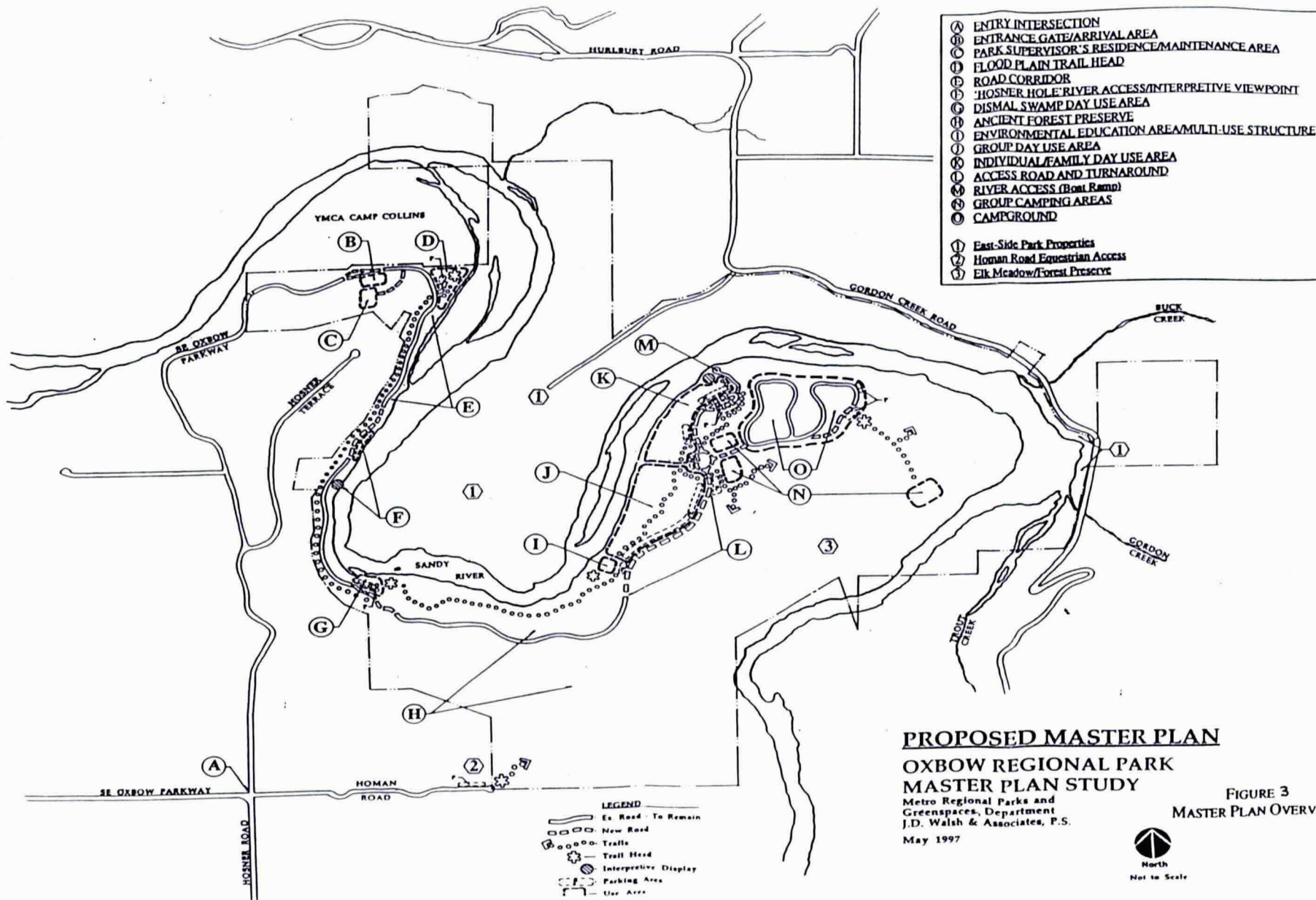


FIGURE 2
EXISTING SITE IMPROVEMENT



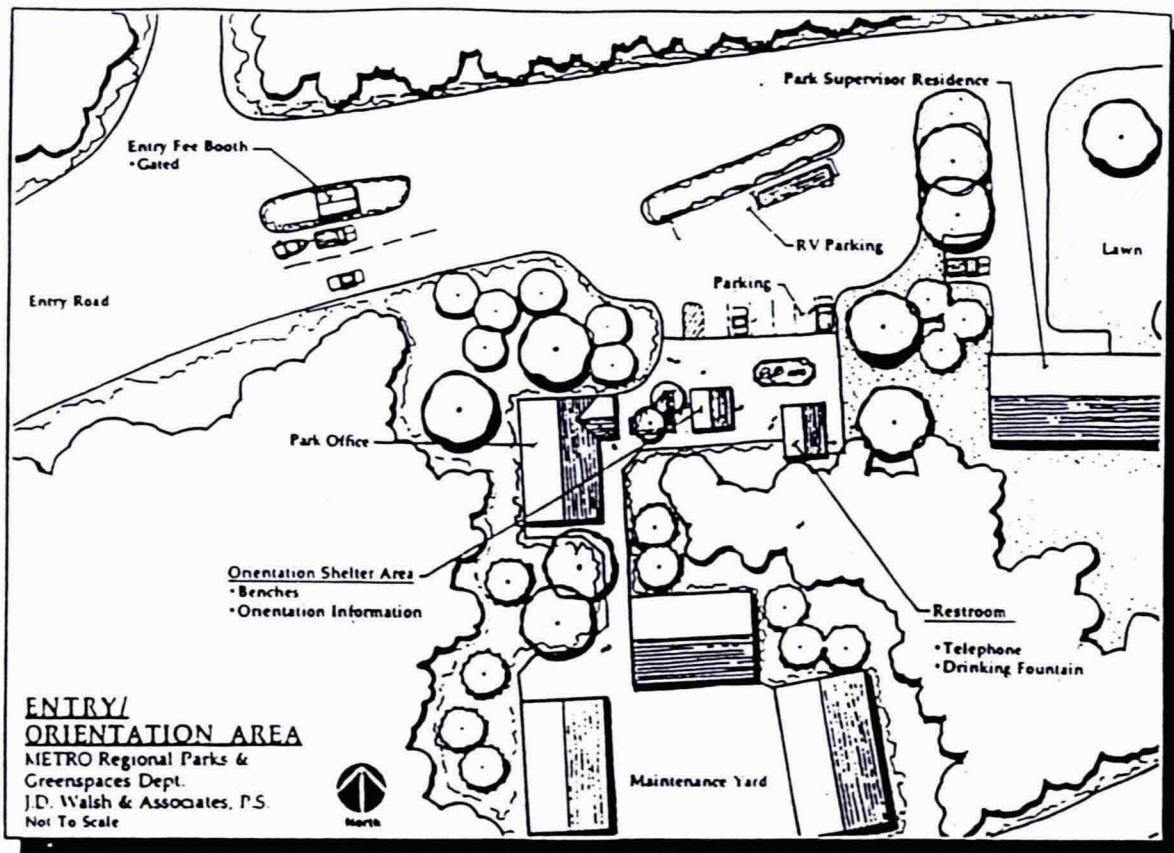
PROPOSED MASTER PLAN

OXBOW REGIONAL PARK MASTER PLAN STUDY

Metro Regional Parks and
Greenspaces, Department
J.D. Walsh & Associates, P.S.
May 1997

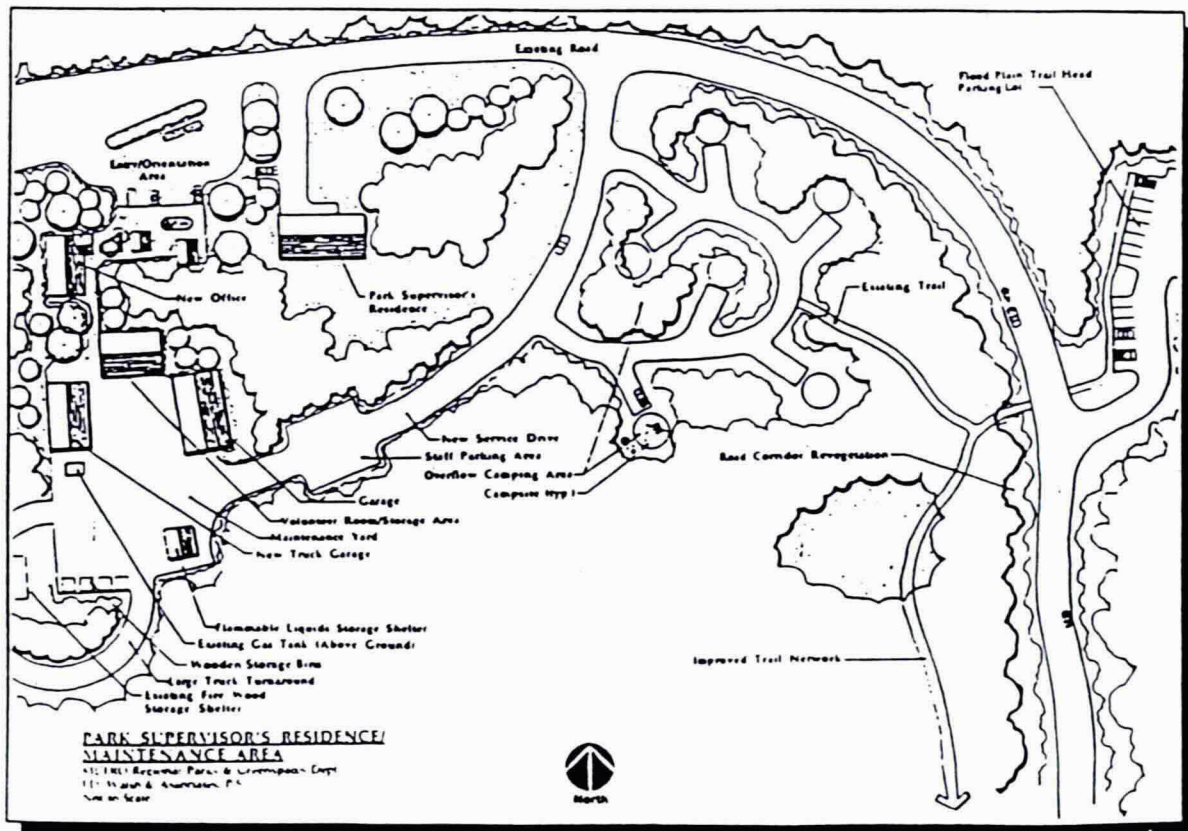
FIGURE 3
MASTER PLAN OVERVIEW



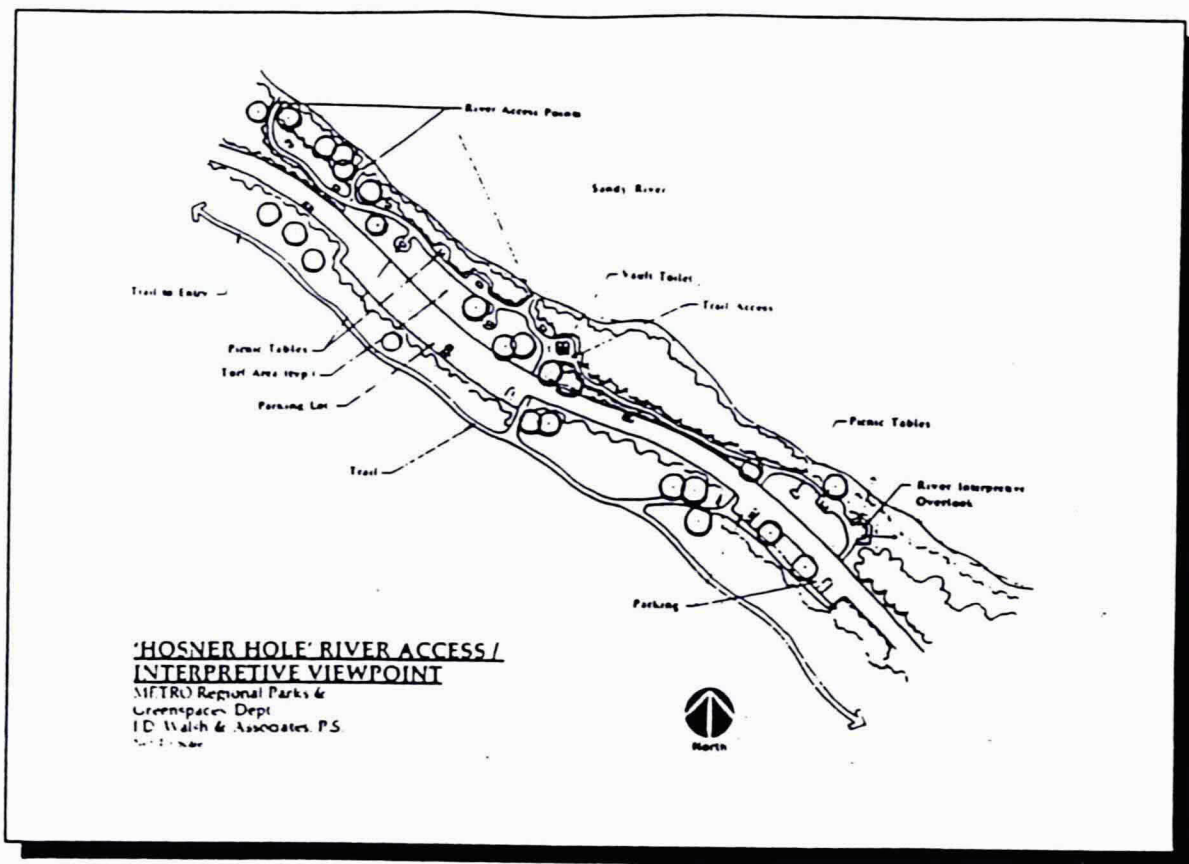


(B) Orientation Area

© Metro

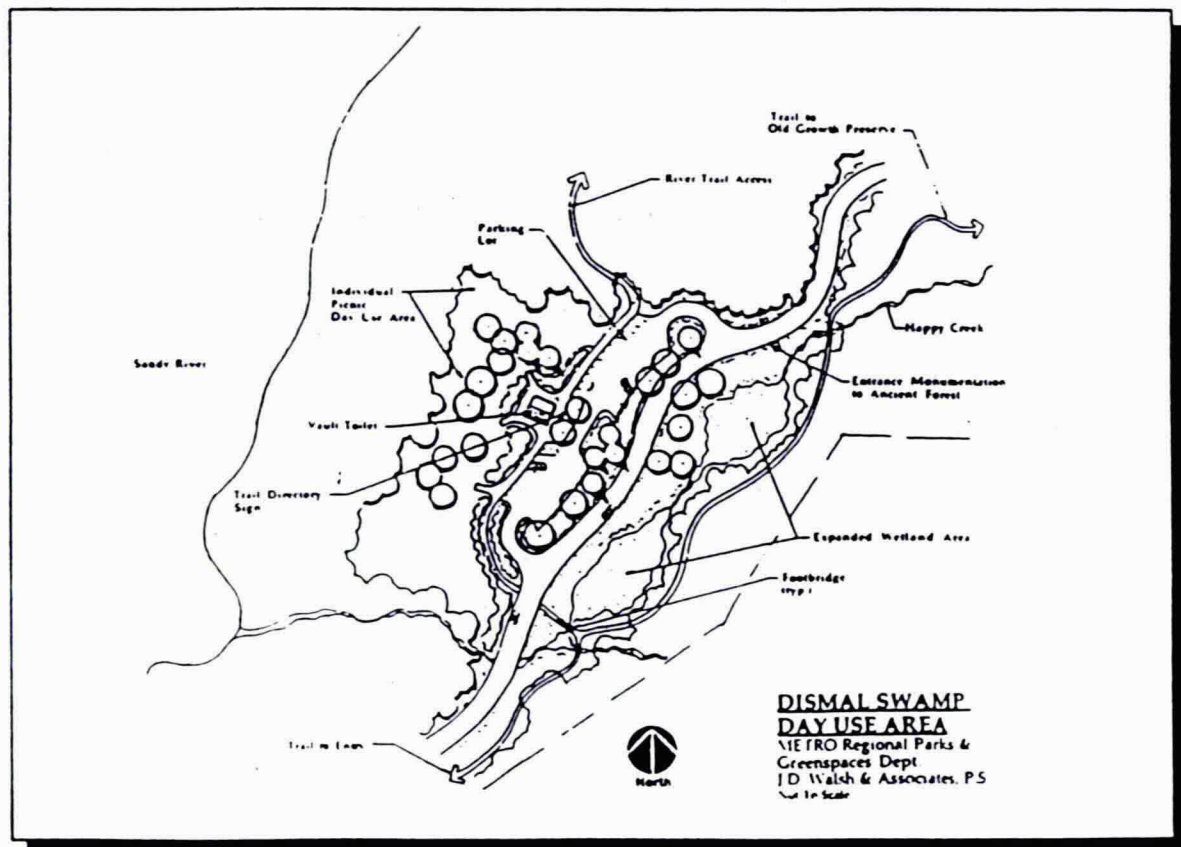


(C) Park Supervisor's Residence / Maintenance Area



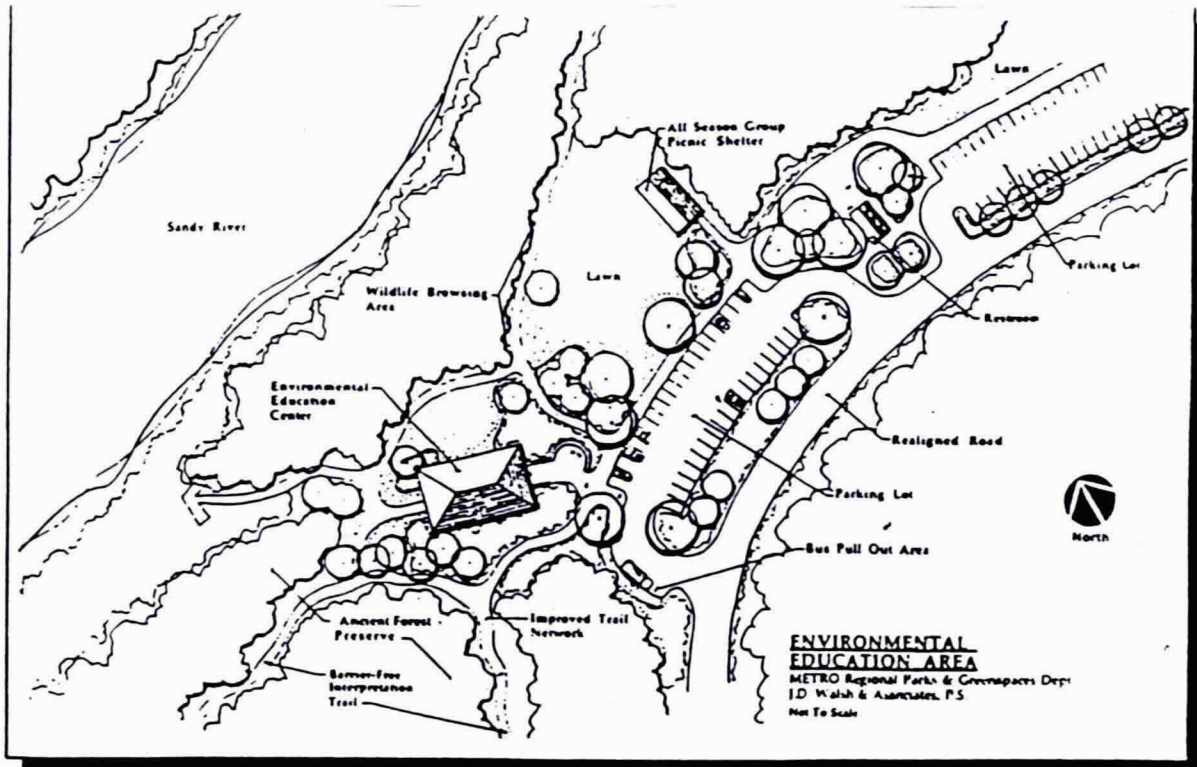
F 'Hosner Hole' River Access / Interpretive Viewpoint

© Metro



G Dismal Swamp Day Use Area

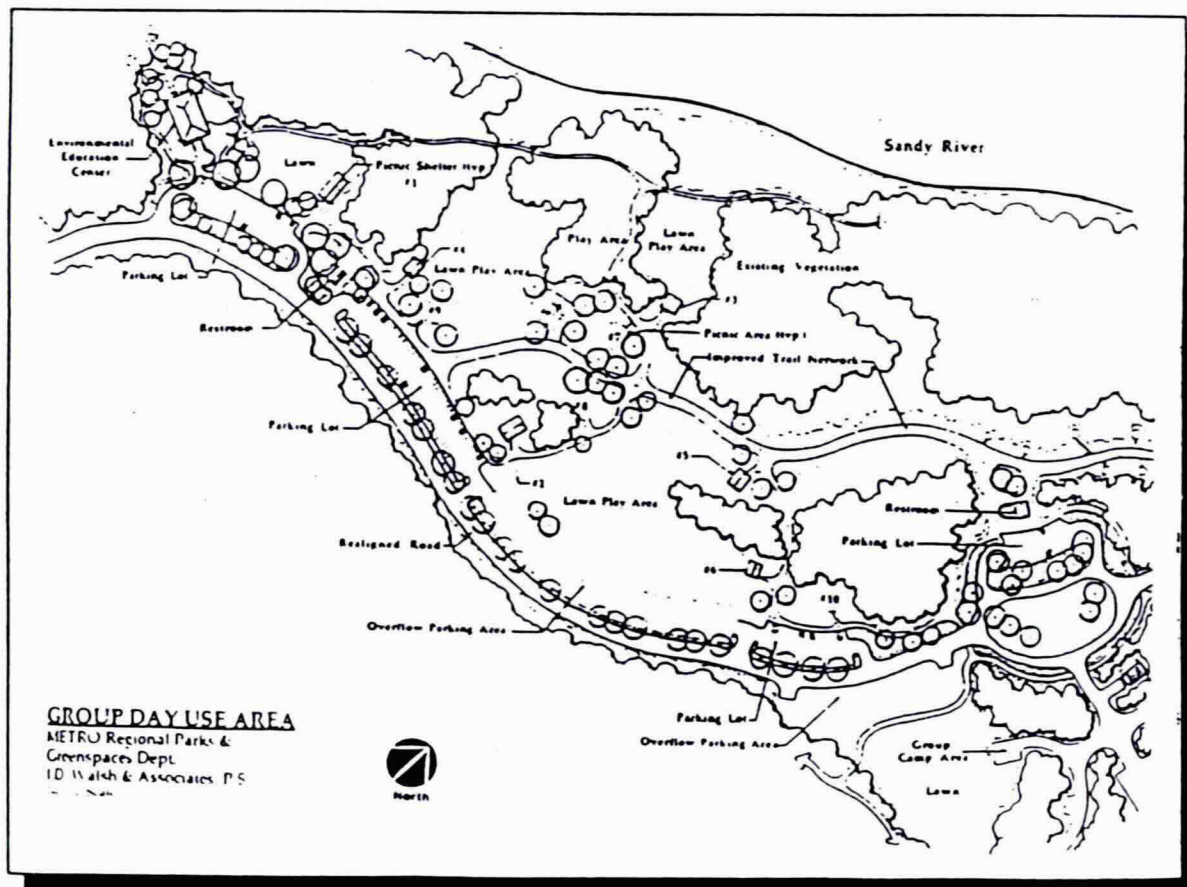
© Metro



①

Environmental Education Area

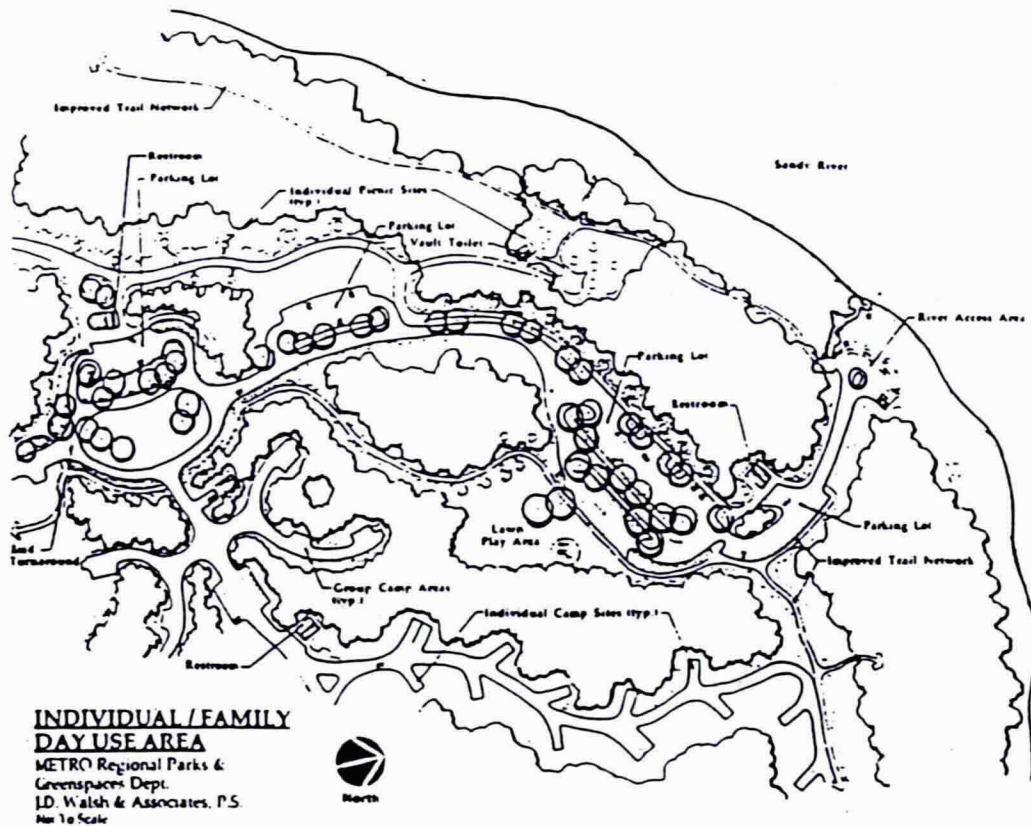
© Metro



②

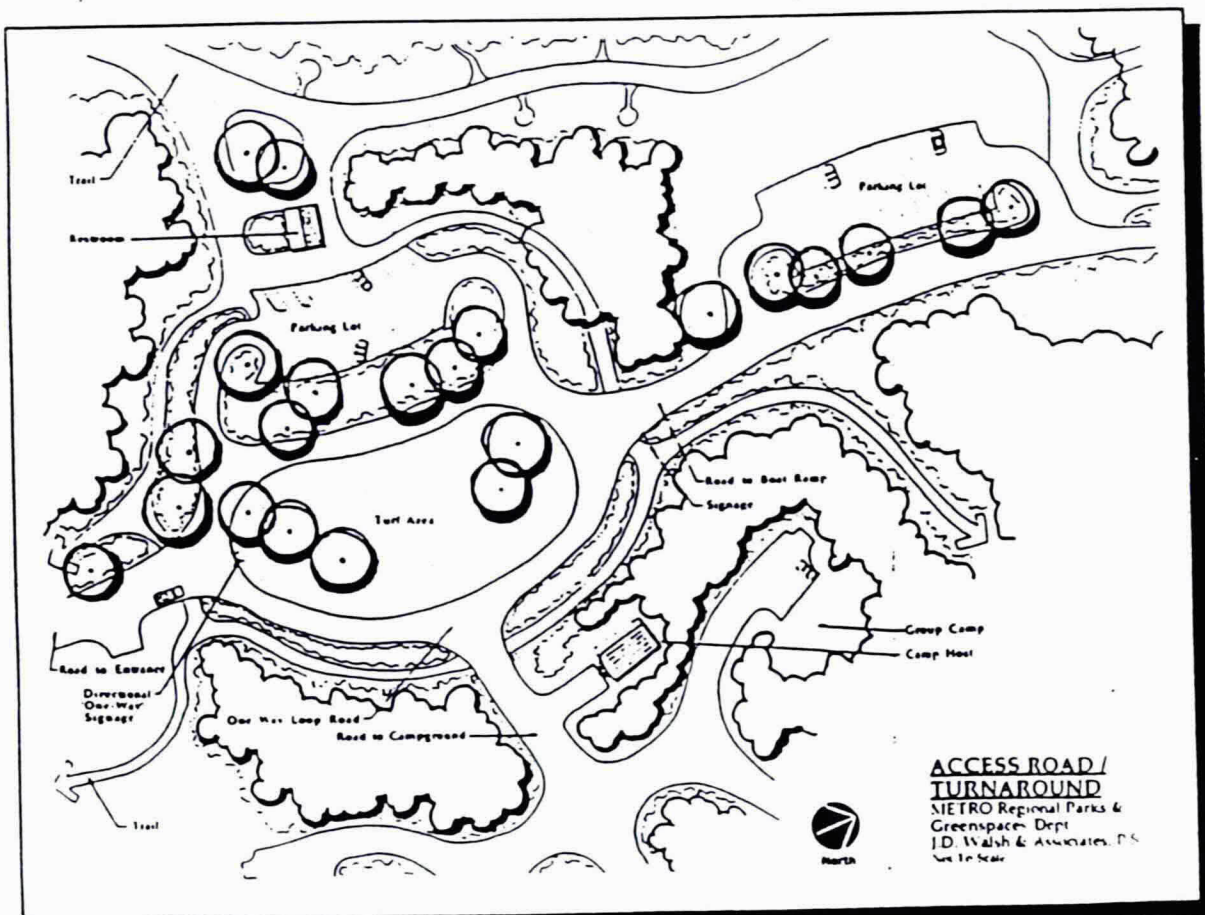
Group Day Use Area - Plan View

© Metro



(K) Individual/Family Day Use Area - Plan View

© Metro



(L) Access Road & Turnaround

© Metro

Attachment B

Howell Territorial Park Information

Figure 1	Vicinity Map
Figure 2	Existing Site Improvements
Figure 3	Utilities
Figure 4	Master Plan
Figure 5	Project Locations

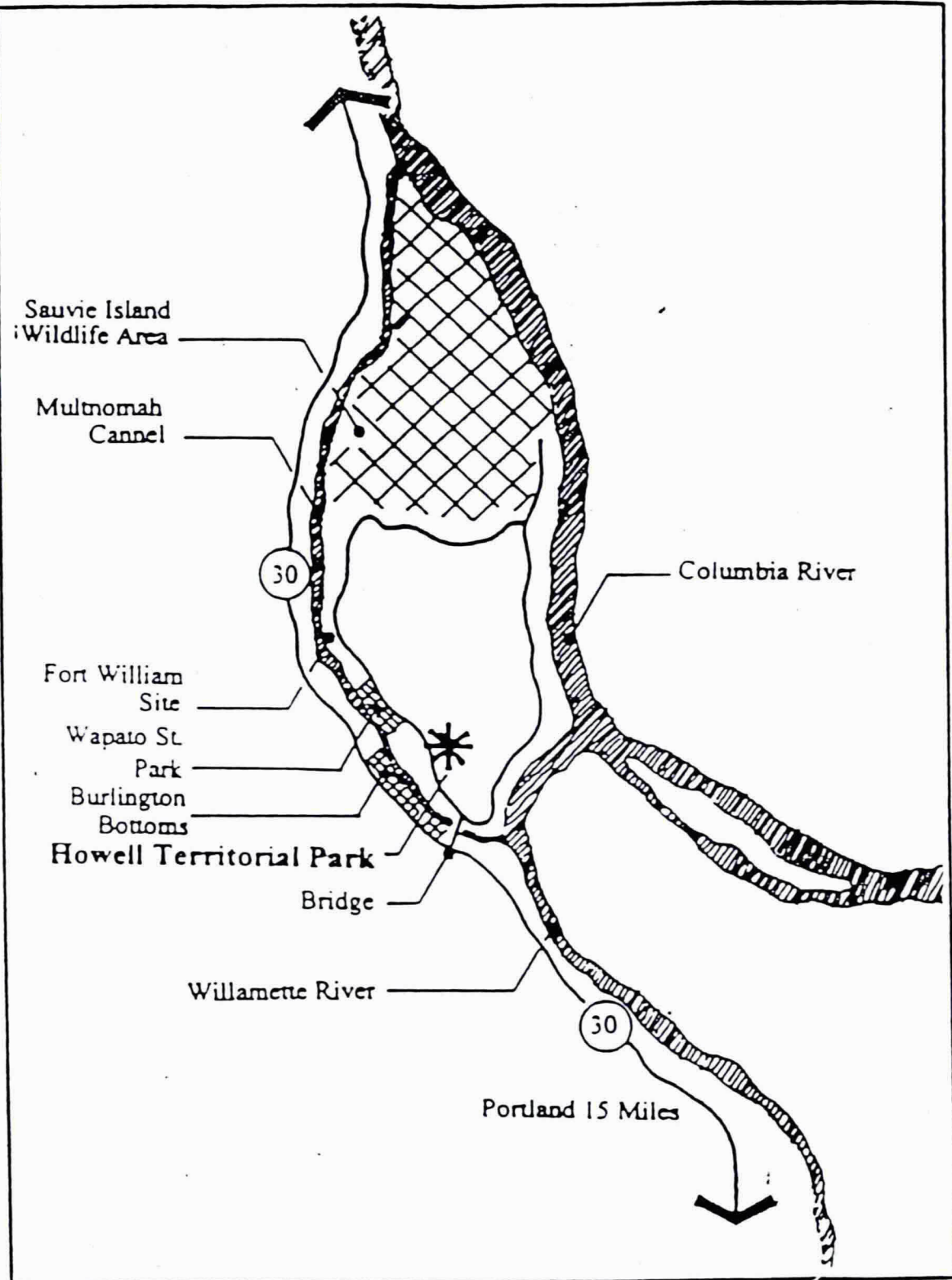
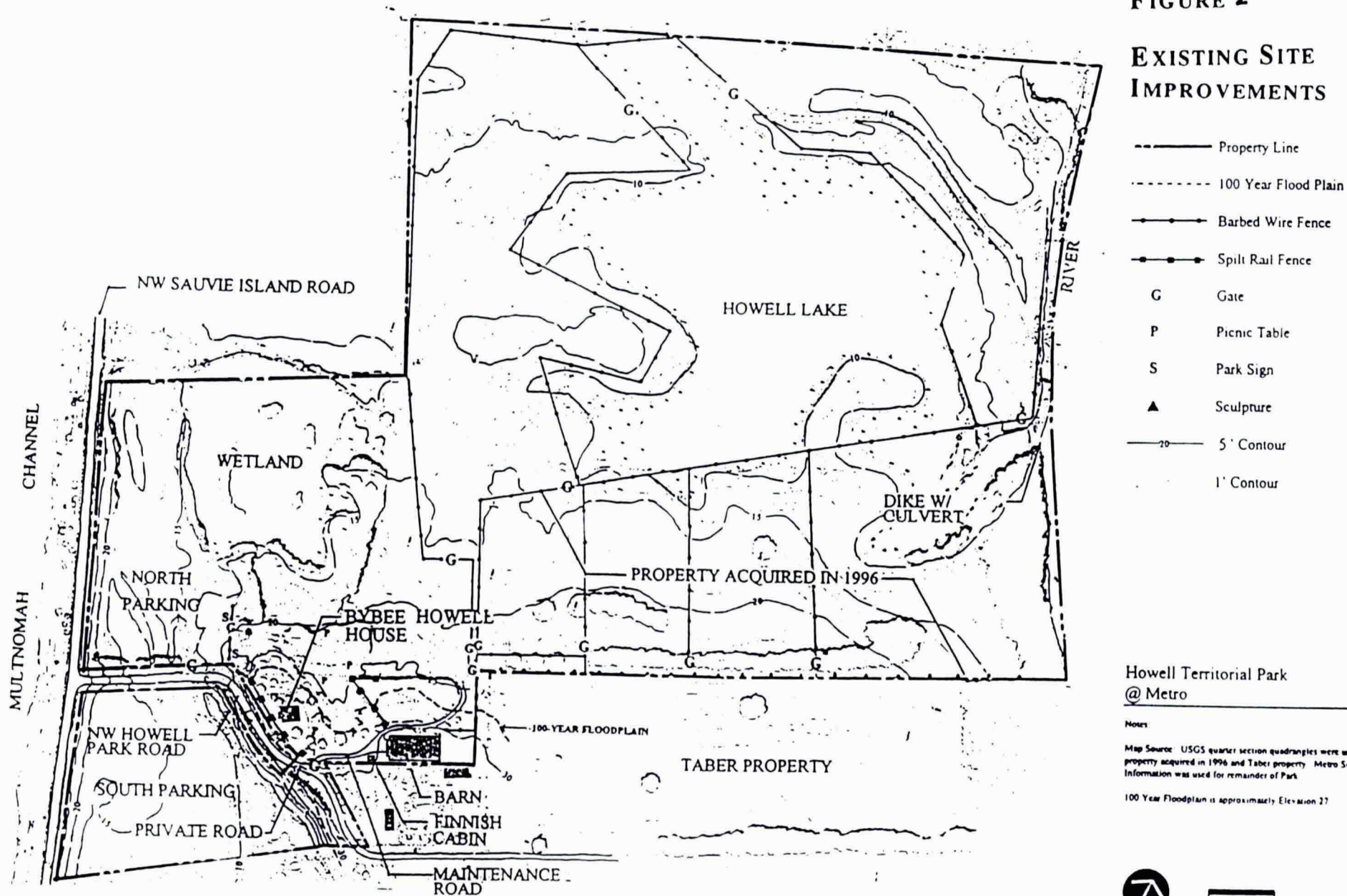


FIGURE 1
VICINITY MAP

FIGURE 2

EXISTING SITE IMPROVEMENTS



Howell Territorial Park
@ Metro

Notes

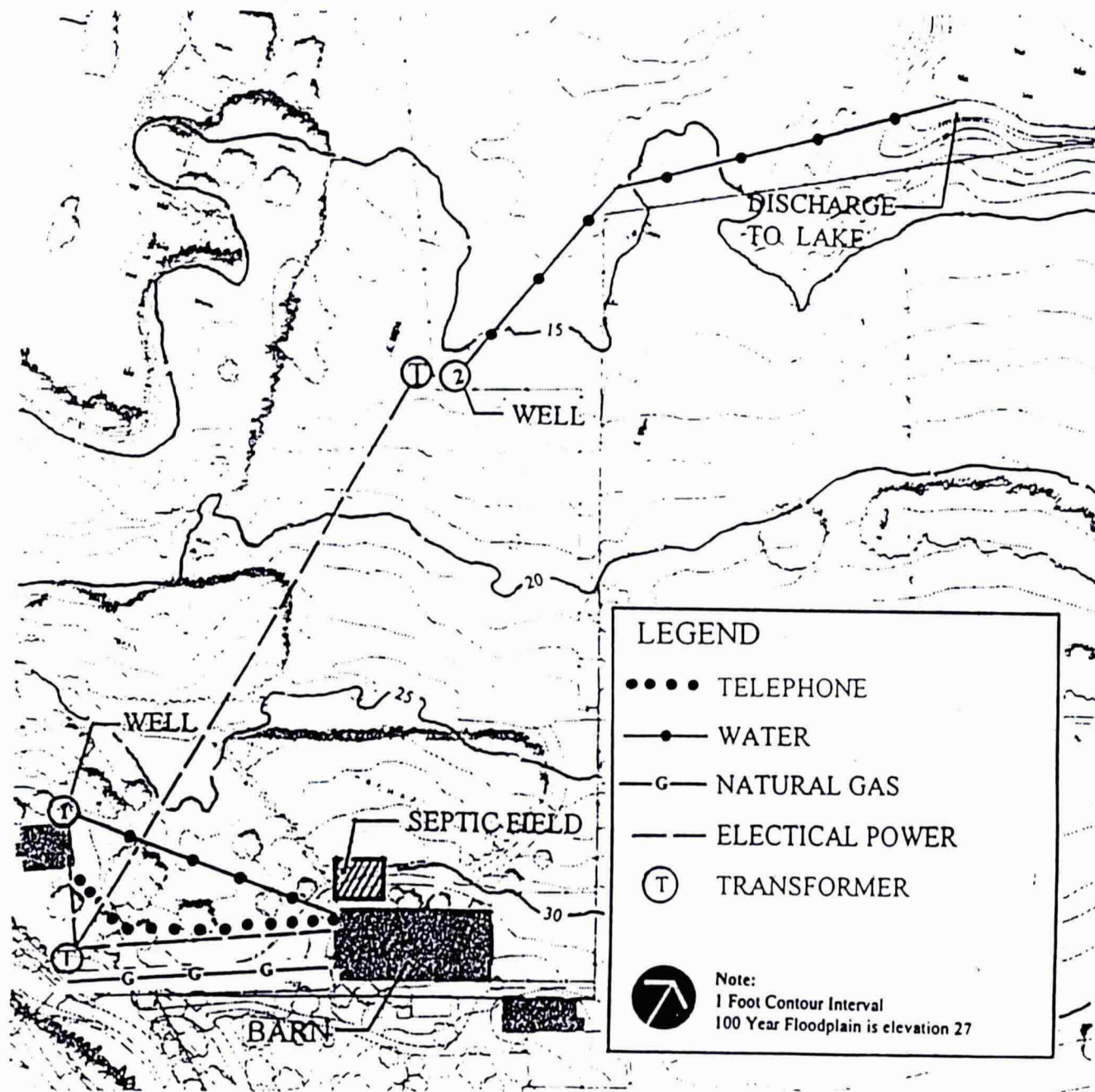
Map Source: USGS quarter section quadrangles were used for property acquired in 1996 and Taber property. Metro Survey Information was used for remainder of Park.

100 Year Floodplain is approximately Elevation 27



0 200 FEET

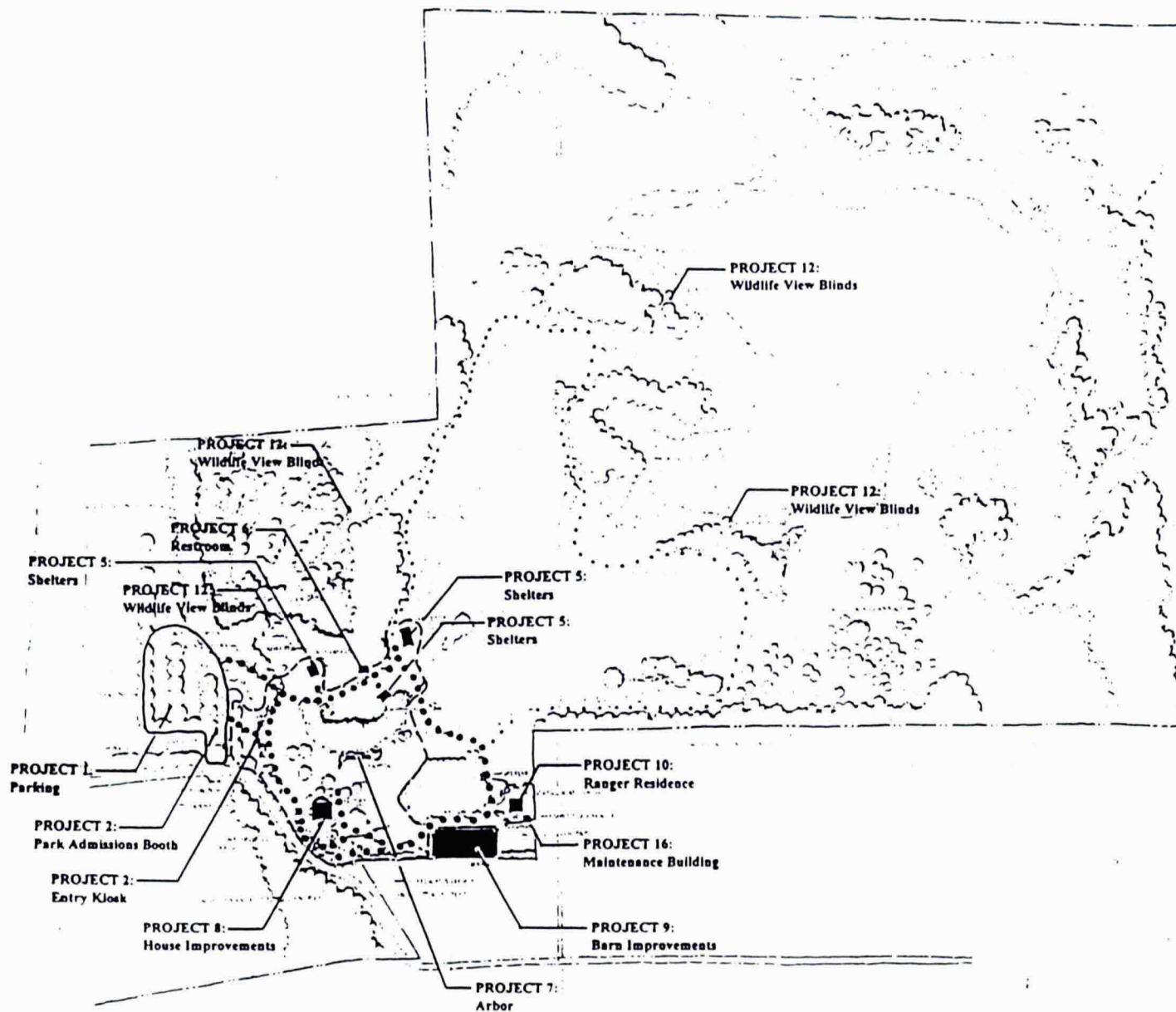
FIGURE 3
UTILITIES



[illegible]

FIGURE 5

PROJECT LOCATIONS



Project 4:

- Service Roads
- Hard Surface Trails
- Soft Surface Trails

Project 15: Irrigation

Projects not shown on this Figure

Project 11: Utilities

Project 13: Scenic Mitigation / Habitat
Restoration

Project 14: Signage

Howell Territorial Park
@ Metro



0 200 FEET

Attachment C

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, 1999, 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. 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 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

Exhibit A

Scope of Work

1. Statement of Work.

PER REQUEST FOR PROPOSAL FOR DESIGN OF IMPROVEMENTS TO OXBOW REGIONAL PARK AND HOWELL TERRITORIAL PARK. (Enclosed)

2. Payment, Billing and Term.

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

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

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

REGIONAL FACILITIES COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 98-2635, FOR THE PURPOSE OF AUTHORIZING THE RELEASE OF REQUEST FOR PROPOSAL #98R-25-PKS FOR DESIGN AND ENGINEERING SERVICES IMPROVEMENTS TO HOWELL TERRITORIAL PARK AND OXBOW REGIONAL PARK.

Date: April 27, 1998

Presented by: Councilor McCaig

Committee Action: At its April 22, 1998 meeting, the Regional Facilities Committee unanimously recommended Council adoption of Resolution No. 98-2635. Voting in favor: Councilors McCaig, Naito and McFarland.

Council Issues/Discussion: This RFP encompasses design and engineering for two parks; Howell Territorial and Oxbow Regional Park. The work is consistent with Metro Council adopted master plans. It is felt that awarding the work to one contractor will reduce time and cost, and provide consistent quality.

The RFP will result in a 5 year contract with one contractor, with services to be provided in a phased manner, subject to availability of funds. Funds are available for phase 1 design work at both parks. Phase 1 design work is expected to be completed by September 1998, with construction (phase 1) starting in November 1998, and ending June 1999.

The source of funds is G. O. bond Local Share, and a recent \$245,300 state grant. Total funds budgeted and expected to be expended in the 1998-99 fiscal year, are \$356,760.

STAFF REPORT

RESOLUTION NO. 98-2635 FOR THE PURPOSE OF AUTHORIZING THE RELEASE OF REQUEST FOR PROPOSAL # 98R-25-PKS FOR DESIGN AND ENGINEERING SERVICES FOR IMPROVEMENTS TO HOWELL TERRITORIAL PARK AND OXBOW REGIONAL PARK.

Date: April 10, 1998

Presented by: Charles Ciecko

BACKGROUND

Metro Council adopted park master plans for Metro's Howell Territorial Park on April 17, 1997, and for Oxbow Regional Park on October 23, 1997. The Metro Regional Parks and Greenspaces Department intends to release a Request for Proposal for design and engineering services for improvements described in the above mentioned master plans. The design and engineering work will be phased and will require the Department to enter into a 5 year contract with the selected contractor, to perform services on an as needed basis, subject to Metro's discretion and funding availability. Funds are available to begin Phase I improvements at both parks. Future improvements will occur as funds become available and annual budgets are approved by Metro Council. Working with one contractor throughout the entire design will greatly reduce time and cost factors, provide consistent quality and insure seamless delivery of services.

Phase I design work is expected to be completed by September 1998 with construction starting in November and completing by June 1999. Metro Council's approved FY 1997-98 Capital Improvement Projects (CIP) budget included \$55,000 for design of Phase I components in the Howell Territorial Park Master Plan and \$192,300 for design of Phase I components in the Oxbow Regional Park Master Plan. The Department plans to carryover the balance of the CIP design budget into FY 1998-99. Metro Council's FY 1998-99 CIP budget includes \$232,000 for construction of Phase I components at Howell Territorial Park and \$992,700 for construction of Phase I components at Oxbow Regional Park. Using the approved CIP budget (for master plan improvements to Oxbow Regional Park) as leverage, the Department successfully competed in the State Parks and Recreation Department County Opportunity Grant Program which resulted in a recent award of \$245,300 for additional capital improvements at Oxbow Regional Park. The grant was awarded contingent on the Department's commitment to complete the work by December 1999 and to spend no more than 20% (\$49,060) of the overall grant on design and engineering.

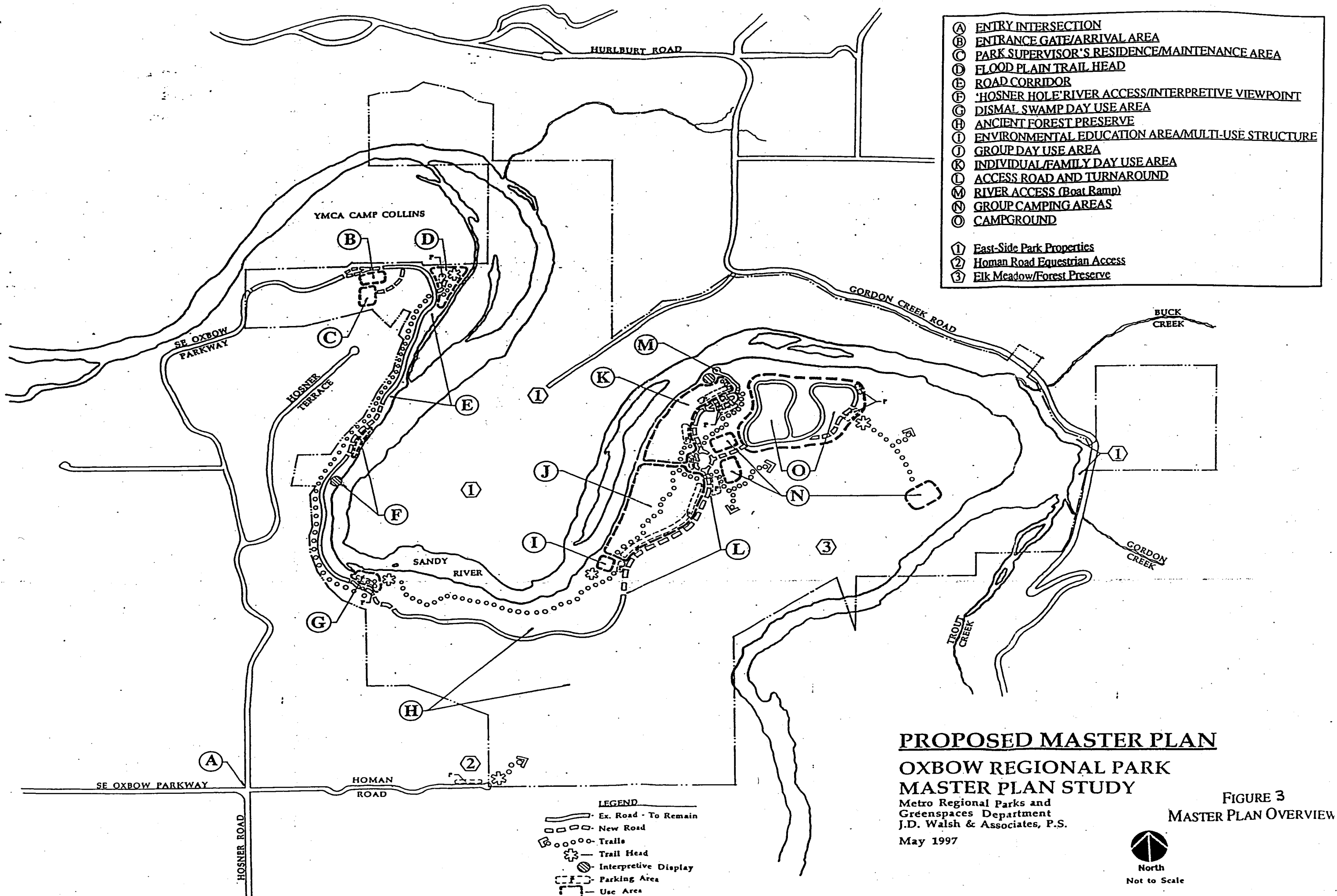
Phase I improvements at both parks will be primarily infrastructure improvements such as underground water and electric utilities. The remaining phases will be completed as funds become available and will include new entrance booths, ranger residence (in Howell Park only), picnic shelters, public restrooms, parking, ADA improvements, and trails at both parks. Oxbow Park improvements will also include renovating and reconfiguring campground spaces, adding public shower facilities, realigning portions of the road system, replacing the old office building, and upgrading the existing boat ramp to provide ADA compliant fishing and boating opportunities.

BUDGET IMPACT

A multi-year contract to expire no later than June 30, 2003 is required to complete design for both of the master plans as envisioned. The multi-year contract gives the Department the ability to maintain consistency in delivery of services and reduce costs throughout the entire design process, assuming the services are satisfactory. The anticipated budget impact is \$296,360; \$247,300 was approved by the Metro Council in its FY 1997-98 budget and \$49,060 is available in the Oregon Parks and Recreation Department grant for design and engineering work. The anticipated budget impact could increase if more funds become available for master plan improvements at Oxbow Regional Park and Howell Territorial Park.

RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 98-2635.



- (A) ENTRY INTERSECTION
- (B) ENTRANCE GATE/ARRIVAL AREA
- (C) PARK SUPERVISOR'S RESIDENCE/MAINTENANCE AREA
- (D) FLOOD PLAIN TRAIL HEAD
- (E) ROAD CORRIDOR
- (F) 'HOSNER HOLE' RIVER ACCESS/INTERPRETIVE VIEWPOINT
- (G) DISMAL SWAMP DAY USE AREA
- (H) ANCIENT FOREST PRESERVE
- (I) ENVIRONMENTAL EDUCATION AREA/MULTI-USE STRUCTURE
- (J) GROUP DAY USE AREA
- (K) INDIVIDUAL/FAMILY DAY USE AREA
- (L) ACCESS ROAD AND TURNAROUND
- (M) RIVER ACCESS (Boat Ramp)
- (N) GROUP CAMPING AREAS
- (O) CAMPGROUND
- ① East-Side Park Properties
- ② Homan Road Equestrian Access
- ③ Elk Meadow/Forest Preserve

Existing Facilities at Oxbow Regional Park

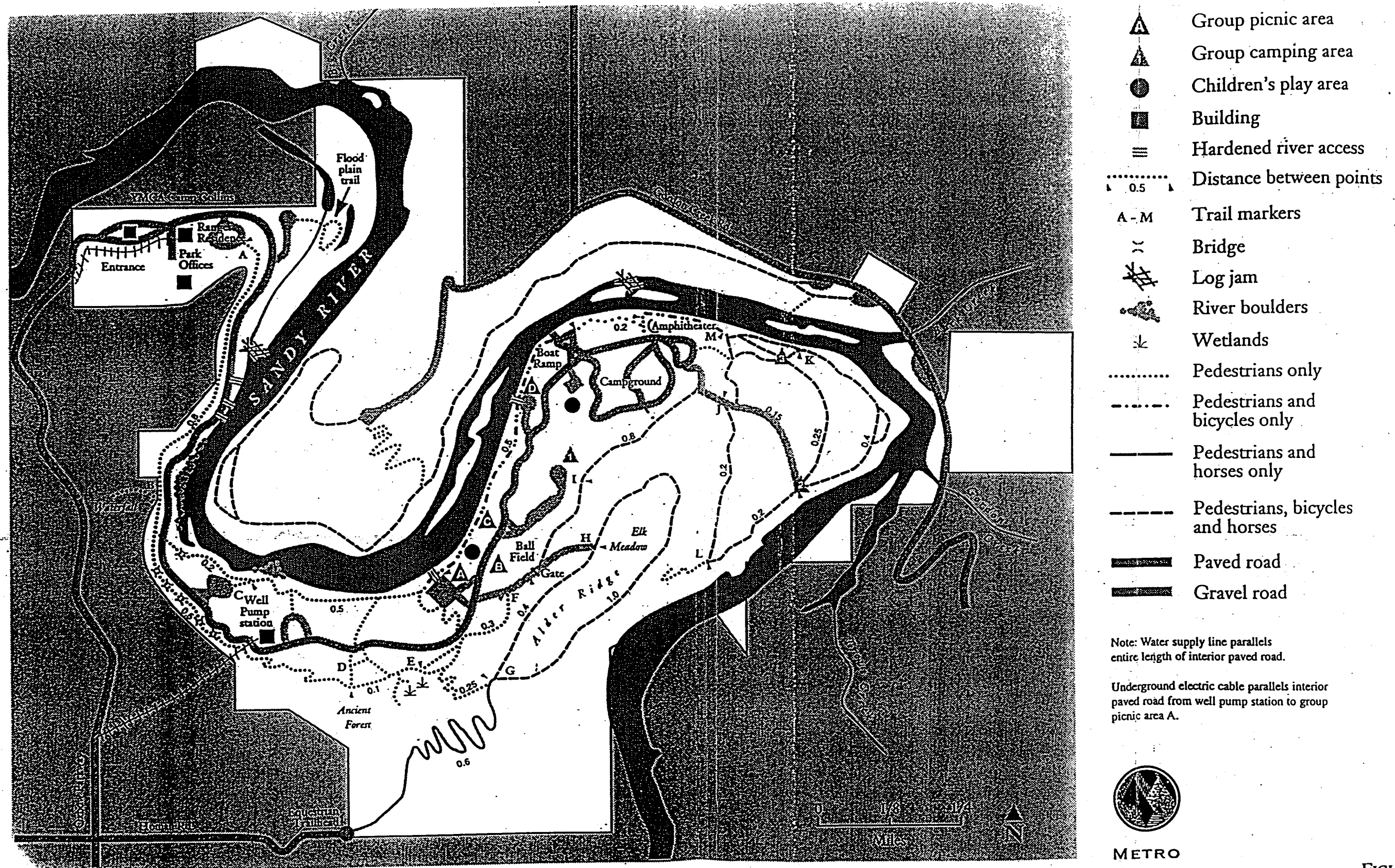


FIGURE 2
EXISTING SITE IMPROVEMENT