

**Metro Regional Parks
And Greenspaces**



METRO

Request for Proposals
(RFP #02-1015-PKS)

Design Services

For

Recreation Facilities & Public Art

**SMITH & BYBEE LAKES
WILDLIFE AREA**

Proposals Due:
Project Manager:

May 17, 2002
Lora Price (503) 797-1846

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SECTION I - GENERAL INFORMATION

Request For Proposals

Metro's Regional Parks and Greenspaces Department is requesting proposals for design and engineering services to implement trail head and canoe launch recreation facilities, and public art at Smith & Bybee Lakes Wildlife Area. The services requested will include:

- feasibility assessment of two potential canoe launch locations
- refinement of a 1999 facility concept plan to address additional water front areas,
- design of incorporated public art features,
- design development and preparation of construction documents,
- permitting assistance, and
- construction assistance.

Qualifications

Metro is seeking a multi-disciplinary consulting team that possesses a combination of creative and technical expertise, including landscape architecture, engineering, restoration, permitting, and public art design, with professional experience on projects of a similar nature, and verifiable references from previous projects. Artists being sought to work within the design team should be on Portland's Regional Arts and Culture Council's (RACC) Design Team Roster of prequalified artists and they should ideally possess the following qualifications for this project:

- Collaboration within a multi-disciplinary team
- Producing art that reflects natural and cultural history of a place
- Integration of art into site design features
- Experience and familiarity with vandalism and maintenance constraints in public natural resource settings;
- Public involvement

RACC will provide times to view slides of Design Team Roster artists' work on April 29, 2002 and May 6, 2002, from Noon to 2:00 P.M. Please contact Kristin Calhoun at 503-823-5401 or Kcalhoun@RACC.org to make a reservation. Artists who are not on the RACC Design Team Roster may be submitted for Qualification to RACC no later than May 3, 2002. Artists will be notified of acceptance or rejection by May 7, 2002. See Attachment B for submittal requirements and for Roster of Design Team Artists.

Project and Contract Size

A preliminary cost estimate developed in 1999 for the proposed recreation facility improvements (adjusted for inflation) is \$400,000. This project and solicitation process envisions consulting services costing no more than \$65,000. A breakout of the estimated available funding for this project follows:

	Metro	RACC	Port of Portland	Approx.Totals
Planning, Design & Engineering	\$41,000 \$4,000**	\$10,000**	\$10,000	\$65,000
Construction	\$400,000*	\$190,000***	---	\$590,000
Approx. Totals	\$445,000*	\$200,000	\$10,000	\$655,000

*Contingent on receipt of matching Federal and/or State grants in amount of approx. \$220,000.

**Designated solely for Artist's design services.

***Designated solely for construction of public art features.

Whom to Contact

Correspondence pertaining to the content of this RFP should be directed to:

Lora Price, 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, a non-mandatory pre-proposal conference will be held on May 2, 2002. To assist in productivity of the pre-proposal conference, it is requested that proposers submit their RFP questions in writing to Lora Price at pricel@metro.dst.or.us as soon as possible.

A project background information file (which includes but is not limited to: the 1990 Natural Resources Management Plan, the 1992 Recreation Master Plan, a Biota Report, an Environmental Study, the 1999 Recreation Facility Plan and North Marine Drive Construction Documents) 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, Monday-Friday at (503) 797-1870 to schedule an appointment to review the file.

Proposal Submittal

Proposals must be received within a sealed envelope at the reception desk of the Regional Parks and Greenspaces office, attention Lora Price, 600 NE Grand Avenue, Portland, Oregon 97232, until 4:00 p.m., on Friday, May 17, 2002. 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 Park's Department office.

All proposals must be clearly marked "**Proposal #02-1015– Recreation Facility and Public Art Design for Smith & Bybee Lakes Wildlife Area**" and contain all information outlined herein.

Schedule Of Request For Proposal Process

Advertise RFP	April 15, 2002
Pre-Proposal Conference	May 2, 2002
Proposals due	May 17, 2002
*Oral Interviews & Final Selection	May 30, 2002
*Contract Execution/ Project Commenced	June 11, 2002

*These dates are approximate and subject to change.

Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held in Rooms 370 A and B at Metro, 600 NE Grand Ave., Portland, OR, on May 2, 2002 from 10:00 a.m.- noon. The objective of the pre-proposal conference is to discuss the contents of the RFP in detail and clarify any questions

proposers may have. In addition, this conference will give proposers an opportunity to meet with key Metro and RACC staff who will be working on the project.

Oral Interview

Consulting teams selected for final evaluation may 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. If interviews are deemed required, they are tentatively scheduled for May 30, 2002 and will be limited to 60 minutes in duration. At interviews, the design team should be represented by team members from the key disciplines involved in the project. Metro will confirm the time and location for these interviews.

SECTION II - PROJECT BACKGROUND AND CONTEXT

Site Location and Description

Smith and Bybee lakes and their associated sloughs and wetlands are remnants of formerly extensive river bottomlands located near the confluence of the Willamette and Columbia rivers. Part of the Columbia Slough watershed, these large shallow lakes and wetlands make up the 1,928-acre Smith and Bybee Lakes Wildlife Area which is one of the nation's largest urban freshwater wetlands.

The project area is located on the north side of Smith Lake along the former North Marine Drive. The project area is approximately one mile in length and its boundaries are: the west edge of the existing Smith and Bybee Lakes parking lot to the west, North Marine Drive to the north, Old Portland Road to the east, and Smith Lake to the South. This site has access to major roads, is contiguous to the 40-mile loop trail, and connects to trails in and near the wildlife area.

Planning and Management Background

The wildlife area is managed primarily for wildlife habitat protection and enhancement while providing passive recreational opportunities for the Portland metropolitan area. The Smith and Bybee Lakes Natural Resources Management Plan, developed in 1990, governs all management activity. The goal statement of this plan reads:

'The goal of the Management Plan is to protect and manage the Smith and Bybee Lakes area as an environmental and recreational resource for the Portland region. The lakes will be preserved as historical remnants of the Columbia River riparian and wetlands system. They will be maintained and enhanced, to the extent possible, in a manner that is faithful to their original natural condition. Only those recreational uses that are compatible with environmental objectives of the Management Plan will be encouraged.'

In 1992, a Recreation Master Plan was completed for Smith and Bybee Lakes. While, the master plan still serves as a guiding document, changing conditions around the lakes over the years, ownership transfers, floods, and droughts have all influenced revisions in the actual locations of facilities.

In 1999, a Recreation Facilities Plan was completed and approved by Metro Council, which provides a trailhead concept design for this project area. The plan addresses conflicts between wildlife and people and implements key components of the Natural Resources Management Plan and Recreation Master Plan for Smith and Bybee Lakes. The concept plan's proposed facilities will concentrate human activity at Smith Lake and will add to visitors' comfort and appreciation of the area. They include:

- A gateway entrance for better control of access
- A parking lot with space for 40 cars and bus parking and turnaround areas
- Canoe launch site into Smith Lake

- Double vault ADA restroom
- Kiosk for interpretive signage.
- Connections with 40-Mile Loop Trail and existing paved trail in the wildlife area.
- Demolition of existing parking lot and habitat restoration.

The focus of this RFP will be to first, revisit the 1999 Concept Plan, in order to reassess the feasibility of two canoe launch locations, to consider restoration options along the length of "Old" North Marine Drive, and to incorporate public art features. After a refined concept plan is established, construction documents will be developed for implementation. Construction is targeted for Summer 2003.

Current Activities and Context

The project area is inclusive of three ownerships. The largest extent of the project area is in Metro's ownership. However, a portion of Old Marine Drive (.53 miles) remains as part of the City of Portland's street right-of-way and the remaining portion of old Marine Drive (.7 miles) is vacated and is in the Port of Portland's ownership. Current zoning of the property where proposed facilities are slated is Heavy Industrial. This property is also located within the flood plain and will require balanced cut and fill. This property may have an environmental overlay by the time construction documents would be prepared. The EC zone is proposed for this site under the City of Portland's draft comprehensive plan goal 8 amendments.

The property that will include the canoe launch lies within a Natural Resources Management Plan (NRMP) boundary and is zoned open space with an environmental zone overlay. The environmental review process for sites located within the NRMP boundary requires no alternatives analysis and uses two criteria that are listed in the NRMP, rather than the four criteria typically required in an environmental review.

Currently, North Marine Drive is undergoing construction improvements, which includes street widening and development of the 40-mile loop trail parallel to it. Access and trail connections contained in this project must be coordinated with the North Marine Drive project.

In addition, several habitat restoration projects are under way at the wildlife area. Most significantly, Metro is working with Ducks Unlimited to replace a dam that impounds the lakes with a new water control structure. The new structure will reconnect the lakes with the Columbia Slough, thereby reestablishing wetland hydrology (which will result in greater seasonal variation in water levels), provide for salmonid fish passage, and providing enhanced habitat for shorebirds, waterfowl and other wildlife. Construction of the structure is slated for Summer 2002.

The Port of Portland has also recently completed a habitat assessment and restoration plan for the land along its portion of Old Marine Drive. Facility design work in this project will need to coordinate with the restoration plan.

A half-time naturalist at Smith and Bybee lakes provides educational programs on an ongoing basis, for children during the school year and year-round nature programs for people of all ages. This project area is the primary access and staging area for all of the education programs that take place at Smith & Bybee Lakes.

Regional Arts and Culture Council

Since 1980, the Regional Arts & Culture Council (formerly the Metropolitan Arts Commission) has managed percent for art projects for the City of Portland and Multnomah County. The percent for art money for this project comes from Multnomah County's construction of the new Wapato Correctional Facility at a site adjacent to Smith & Bybee Lakes. In an attempt to broaden the reach of the public art dollars into the community, RACC's Wapato Art Panel has earmarked up to \$10,000 for an artist to be involved in the design team process for Smith and Bybee Lakes improvements and \$190,000 for the fabrication of art within the wildlife area. The panel is especially interested in the intersection of art and environmental/habitat restoration.

Some possible scenarios for the artist's role within the design team include:

- Artist collaborates only during the early planning phase and is paid hourly rate as a consultant.
- Artist collaborates in planning and early design and finds ways to make artworks with project materials. Artist is paid hourly as a designer. Artwork falls within project's materials budget; the contractor is responsible for fabrication; and the artist provides oversight during fabrication and installation.
- Artist collaborates on early design; is paid hourly, and then is given a budget to create independent artworks.
- Artist collaborates on early design; is paid hourly, and identifies opportunities for other artists to affect materials or create artwork with the construction budget or with public funds.

SECTION III - SCOPE OF SERVICES

Metro is requesting site analysis and assessment, art and facility schematic design, construction design & engineering services, and permitting technical assistance for the implementation of recreation facility improvements and public art at Smith & Bybee Lakes Wildlife Area.

PROJECT TASKS AND PRODUCTS TO BE DELIVERED BY CONSULTANT

The proposer selected to produce the Smith & Bybee Lakes Facilities Design will be required to perform the specific tasks and deliver the products described in this section:

Task I - Review Existing Information & Finalize Work Scope

- A. Review existing information relating to the Smith & Bybee Lakes Area and its context; including but not limited to the Natural Resources Management Plan, 1992 Master Plan, 1999 Facilities Concept Plan, Regional Trails Plan, recreational activities and educational programs.
- B. Attend initial meeting to clarify and/or revise work scope plan and schedule.

Product:

- A. Revised final work plan and schedule.

Task II – Site Analysis and Feasibility Assessment for Canoe Launch Site

- A. Prepare existing conditions base map and conduct site analysis for the project area. Project information will be generated from existing plans, maps and electronic files provided by Metro as well as field observations and analysis.
- B. Identify zoning constraints and permitting parameters to site design.
- C. Conduct feasibility analysis of two potential canoe launch locations. Feasibility analysis shall consider and compare: number of months of function, ADA access feasibility, initial design and construction costs and long term maintenance costs.
- D. Identify opportunities and constraints for combining restoration and facility design along Old Marine Drive.

Products:

- A. Provide illustrated map/s (11x17 format) of existing conditions and site analysis for project area from GIS map files provided by Metro. Maps will show, but not be limited to topography; property boundaries; zoning, adjacent lot ownership; stormwater features; habitat areas and other natural features; existing structures and utilities.
- B. Provide findings of canoe launch feasibility analysis in the form of a report that includes text, tables and illustrations as necessary to illustrate design, maintenance and cost comparisons.

Task III – Art Concept Generation

- A. Prepare for and facilitate, with RACC, an initial brainstorm workshop with key stakeholders to identify priorities and generate ideas for public art.
- B. Develop alternative concepts for integration of art features into site design based on input from workshop. Prepare concepts for presentation and review.

Products:

- A. Workshop notes
- B. Illustrated preliminary public art concepts prepared on 11"x17" format for distribution and on larger presentation format for meeting presentations.

Task IV - Develop Refined Facilities and Public Art Concept Plan

- A. Attend meeting/s with the Project Advisory Committee (PAC), which will include representatives of the Smith and Bybee Lakes Management Committee and the Public Art Advisory Committee, to present and solicit input on conceptual art proposals, canoe launch feasibility findings and general water front concept. (1-2 meetings anticipated).
- B. Based on analysis and input from review committees and Metro staff, prepare refined concept plan incorporating final canoe launch design and public art.
- C. Identify infrastructure improvements (i.e. water, electrical, stormwater) required to support facility concept design.
- D. Prepare preliminary cost estimate and recommended Phased Implementation Plan based on priorities, funding and logistics of implementation to determine what can be developed in first phase.
- E. Present the Refined Concept Plan to the Project Advisory Committee and Metro staff for approval and determination of first phase implementation.

Products:

- A. Produce a Refined Concept Plan for facilities incorporating public art. The plan should be a color illustration in format suitable for public presentation.
- B. Produce cost estimate and recommended phasing plan for construction based on available budget.

Task V - Design Development and Construction Document Preparation:

Contractor will develop design and construction documents (autoCAD plans and technical specifications) from the Refined Concept, for implementation. The design services will include:

- A. Attend initial design meeting with Metro and RACC to establish Phase I project scope and design parameters. Attend design progress meetings with Metro design team as necessary but no less than monthly.
- B. Conduct on-site supplemental surveying as required to develop construction documents.

- C. Develop design and engineering construction documents for facility improvements and art features (in AutoCAD 2000 format or version that can be translated to it); 50%, 90% and Final documents. The following design parameters must be incorporated in the design:
1. Final construction documents must meet all applicable current city, state and federal development codes.
 2. 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.
 3. Design specifications will require the Construction Contractor to make submittals for all materials to be used in the installation.
 4. Design will include guidance for the construction contractor to minimize disruption to the operation of the facilities during construction.
 5. Design will take into consideration long term operation and maintenance efficiencies.
 6. Design to take advantage of any reuse and salvage materials during construction.
 7. Erosion Control/Resource Protection Plan shall be included in construction documents
- C. Prepare construction cost estimates at 50% and 90% and final submittal phases.

Products:

- A. Provide 2 hard copies of construction document plan sets (11x17 reduced) for facility and public art improvements at 50%, 90% completions and one full size and one 11x17 reduced set of final documents.
- B. Provide specifications at 90% and final document submittal.
- C. Provide construction cost estimates at 50%, 90% and final document submittal.
- D. Provide one complete final set on CD in AutoCAD 2000 format.

Task VI - Permitting Support

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

- A. Attend coordination meetings as needed with Metro staff and/or permitting agencies.
- B. Provide required design documents for Environmental Review permit and Removal/Fill permit.
- C. Submit 90% construction documents to permitting agencies for building permits and revise documents as required to obtain final building permits.

Task VII- Construction Phase Assistance

- A. Attend the pre-bid conference and be prepared to spend up to 4 hours in addressing technical questions related to bidding.
- B. Attend the pre-construction conference and be prepared to expend up to 6 hours in addressing technical details.

- C. Provide assistance during the construction (e.g., review of submittals and change order requests, and periodic site visits) to ensure adherence to drawings and specifications.
- D. Compile as-built information for all site features and revise construction plans accordingly.

Products:

- A. Provide to Metro, two hard copies and one electronic copy of as-builts drawings in AutoCAD 2000 format.

PROJECT TASKS TO BE PERFORMED BY METRO

1. Provide background reference materials and mapping materials, including: Metro GIS maps of coverage for property; July2001 aerial photography (1' pixel accuracy) with information layers for ownership, zoning, topography (5' contour accuracy), water features and roads.
2. Provide list of stakeholders and review committees.
3. Assist in coordination and facilitation of all public involvement/committee meetings and presentations.
4. Provide timely feedback on review material.
5. Reproduce draft and final copies of the construction documents.
6. Write narratives for environmental review and removal/fill permit applications and take lead as applicant submitting permits.
7. Prepare Federal Land & Water and State Parks grant applications for submittal January 2003.
8. Perform other tasks as negotiated with consultant.

TENTATIVE PROJECT TIMELINE

- | | |
|--|--------------------|
| 1. Initial Project Meeting | June 13, 2002 |
| 2. Facilitate Art Workshop | July 2 ,2002 |
| 3. Complete Site Analysis and
Canoe launch feasibility findings | July 18, 2002 |
| 4. Present Public Art Preliminary Concepts | July 23, 2002 |
| 5. Present Revised Concept Plan | August 27, 2002 |
| 6. 50% Design Completion | September 30, 2002 |
| 7. Develop and submit land use permits | October 15, 2002 |
| 8. 90% Design Completion | December 7, 2002 |

9. Grant applications submitted by Metro	January 15, 2003
10. Building permits submitted	January 15, 2003
11. Construction Documents complete and permits obtained	April 15, 2003
12. Advertise for Contractor	April 20, 2003
13. Bid Opening	May 20, 2003
14. Notice to Proceed	June 15, 2003
15. Construction complete	September 15, 2003

SECTION IV - PROPOSAL FORMAT AND CONTENT

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. Submit 8 proposals.

1. Introductory Letter

A maximum two-page letter that identifies the name, title, address, telephone number, 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. State the firm's interest in the project. 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 Emerging Small Business (ESB), Minority Business Enterprise (MBE) or Women-Owned Business (WBE).

Provide information about the experience of the firm, particularly experience of individual team members and their experience in public art and site design collaboration in projects similar to the work described in this RFP. Please include detailed information about three recent projects the firm and team members had a lead role in. Include dates, client's name, client's project manager and phone number.

In particular, describe the specific scope and role in those projects for the staff members who will be committed to this project. Include a resume describing their relevant experience to this project and three references. A brief synopsis of additional projects, including dates and references may be added if desired.

3. Proposed Approach to the Scope of Work

A description of the team's approach for carrying out the work tasks described in this RFP. Proposer should include a statement of understanding of the project. Proposers may include suggested revisions to the scope of work, associated impact on project budget and completion time frames and rationale for suggestions.

4. Work Plan and Schedule

Provide an outline of primary work tasks that reflects the approach above, and the scope of work described in this RFP. Submit a project schedule with timeline and critical milestones to accomplish the major items of the scope of work prior to construction.

5. Project Staffing Summary

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. The primary

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

6. Fee Schedule/Budget Summary

Prepare a budget summary table that includes personnel by level, associated hourly rates, the amount of person hours and labor cost associated with each project task, and direct expense categories and amounts. The budget summary table should include the following summaries: hours per person, hours per task, direct expense totals and total hours and costs for the project.

7. Examples of Work

Enclosed with each proposal, provide examples of public art and recreation facility design in natural resource areas of at least two past projects, which the firm had the lead role and are relevant to this project.

Proposers submitting a proposal may 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.

SECTION V - EVALUATION OF PROPOSALS

Evaluation Process

An evaluation team consisting of representatives for Metro, the Smith & Bybee Management Committee and RACC 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 following criteria and points:

	<u>Points</u>
1. Firm's and design team's experience with design of similar work in similar applications. Comprehensive skills and expertise of the proposed team.	30
2. Project approach demonstrates a thorough understanding of issues and commitment to collaboration.	15
3. Scope of work and schedule conveys a thorough and realistic understanding of the tasks required to complete the project.	25
4. Cost proposal	20
5. Overall quality, completeness and presentation of proposal.	10
TOTAL	<u>100</u>

Consultant selection will be based upon the proposal submitted and oral interviews, if conducted. Upon completion of the evaluations and the oral interviews, the Committee will notify 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.

Metro will enter into negotiations with the highest ranked firm to finalize a contract. If Metro is unsuccessful in negotiating a contract with the highest ranking firm, Metro will select the second ranked firm and this process will continue until a contract is recommended to the Metro Executive Officer for award. 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.

Information & Questions

This Request For Proposals 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, all questions relating to this RFP should be addressed in writing to Lora Price at Metro at pricel@metro.dst.or.us or may be faxed to (503) 797-1849. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this.

References

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

VI. GENERAL PROPOSAL/CONTRACT CONDITIONS

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 the requested design services.

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).

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. Please contact the Contract Services Division at (503) 797-1816 with any detailed questions.

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.

Validity Period and Authority

The proposal shall be considered valid for a period of Sixty (60) 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.

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.

SECTION VII - 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. 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. No response will be interpreted as acceptance of the standard terms and conditions of the contract and subsequent changes will not be considered.

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.

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 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 September 30, 2003 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 shall be a minimum of \$1,000,000 per occurrence.
 - 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 SMITH & BYBEE LAKES WILDLIFE AREA. (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.

Appendix A

Smith & Bybee Lakes Wildlife Refuge Information

Figure 1 Vicinity Map

Figure 2 Project Area

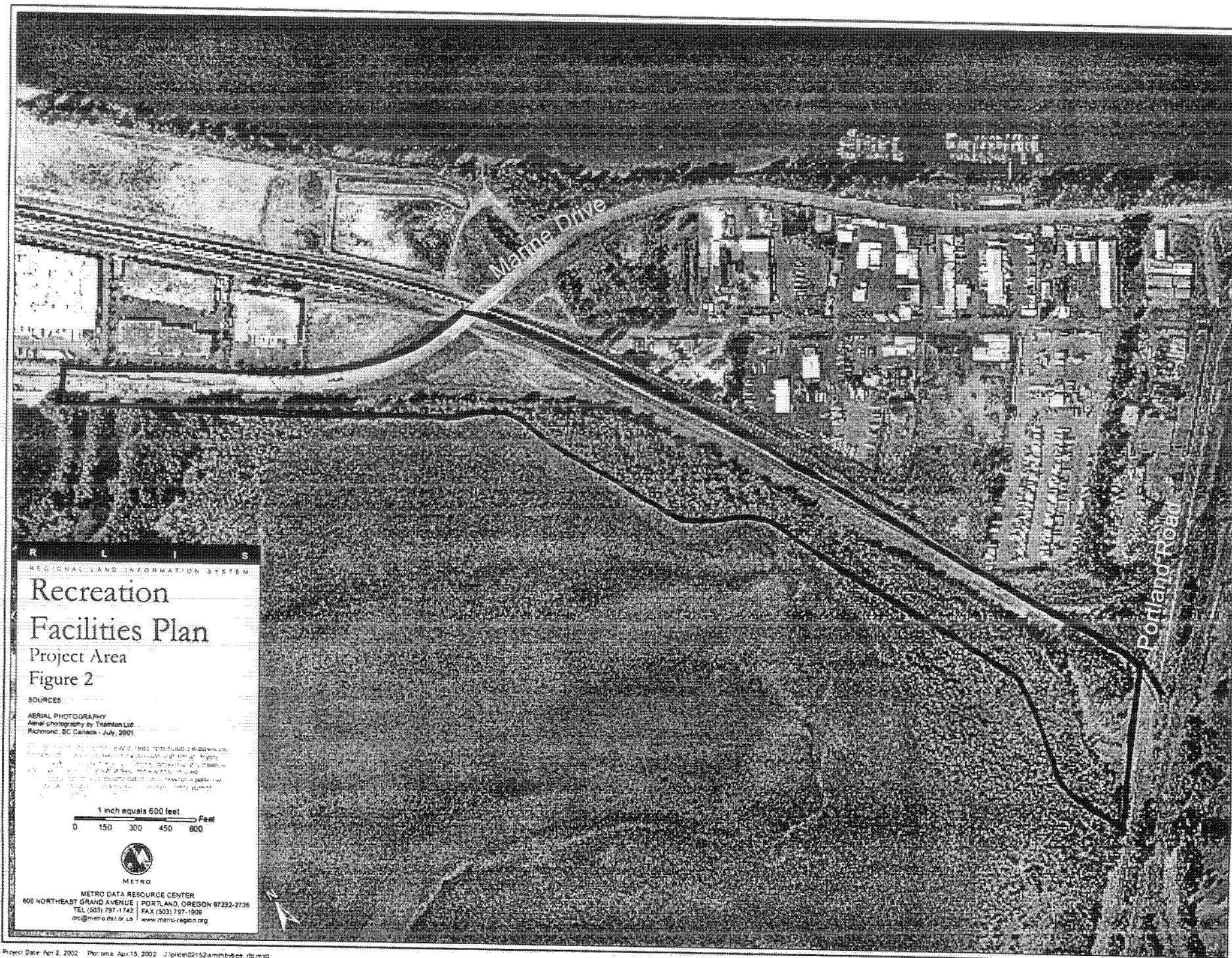
Figure 3 1999 Facilities Concept Plan

Figure 4 Detail - Facilities Concept Plan

Smith & Bybee Lakes Materials Available for Review:

- 1999 Recreation Facilities Plan
- 1994 Biota Report
- 1992 Recreation Master Plan
- 1990 Natural Resource Management Plan
- 1987 Environmental Study
- 2001 PDOT North Marine Drive Construction Documents
- 2002 North Marine Drive Restoration Plan
- Aerial photo zoning map

Call Patricia Sullivan at Metro Regional Parks Office at 503-797-1850 to arrange review time.



Project Date: Apr 2, 2002 Plot Date: Apr 15, 2002 J:\p\c\02152\mainbyore_rfp.mxd

Figure 3
1999 Facilities
Concept Plan

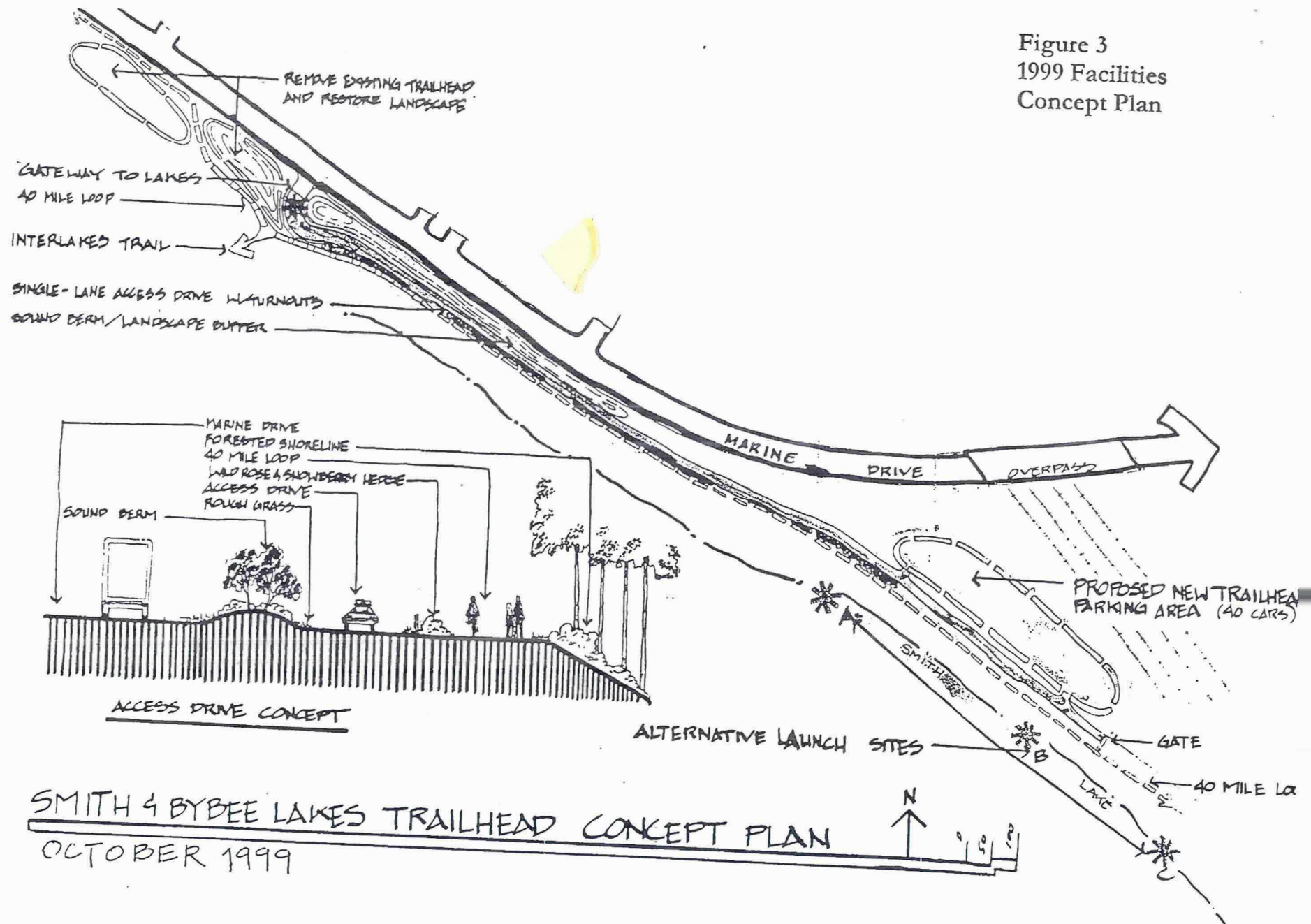
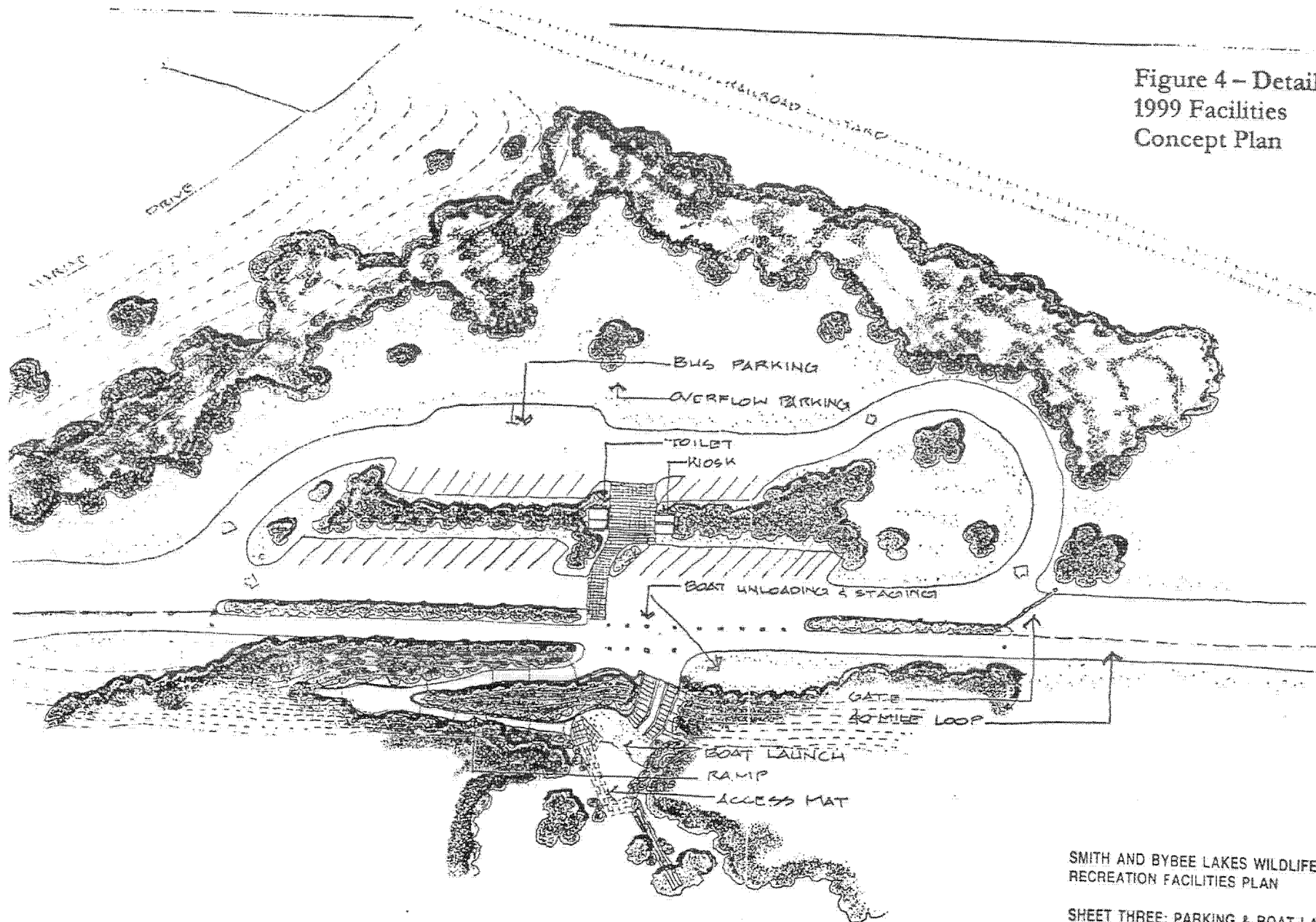


Figure 4 - Detail
1999 Facilities
Concept Plan



SMITH AND BYBEE LAKES WILDLIFE AREA
RECREATION FACILITIES PLAN

SHEET THREE: PARKING & BOAT LAUNCH AREA

OCTOBER 1999



Appendix B

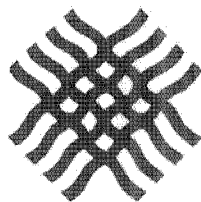
Regional Arts and Culture Council Information

Figure 5 - RACC Design Team Roster Artists

Contact Kristin Calhoun at RACC at 503-823-5401 or Kcalhoun@RACC.org to reserve a time to review slides of roster artists.

Submittal Requirements for RACC Qualification:

- Letter of Interest addressing:
 - Qualifications listed above (slides will reflect strength of past work)
 - Interest/experience in design team work
 - List of relevant last projects
- No more than 14 slides of recent work. All slides must be labeled with an arrow indicating top of slide, artist's named, date completed, number corresponding to number on slide list. (Slides will be projected two at a time and should be arranged accordingly.)
- Annotated slide list, including title, dimensions, media, description, budget, location and client.
- Current resume' (not to exceed two pages)
- Self addressed stamped envelope for return of slides.



Regional
Arts &
Culture
Council

roster

2001/2002 Design Team Roster

1. Katherine Ace
2. M.J. Anderson
3. Lynn Basa
4. Linda Beaumont
5. Gloria Bornstein
6. Frank Boyden
7. Beliz Brother
8. Ed Carpenter
9. Wayne Chabre
10. Dan Corson
11. Fernanda D'Agostino
12. Garth Edwards
13. Barbara Eiswerth
14. Dick Elliott
15. Brian Goldbloom
16. James Harrison
17. Deborah Horrell
18. Lorna Jordan
19. Dana Lynn Louis
20. Jerry Mayer
21. Don Merkt
22. Carol Minchin
23. Whitney Nye
24. Valerie Otani
25. Erin Shie Palmer
26. Henk Pander
27. Virginia Paquette
28. Lucinda Parker
29. Trude Parkinson
30. Norie Sato
31. Tad Savinar
32. Vicki Scuri
33. Naomi Shigeta
34. Ellen Sollod
35. Anne Storrs
36. Paul Sutinen
37. Margot Thompson
38. Bill Will
39. Sherrie Wolf

RACC's Role

The Regional Arts & Culture Council is a publicly funded, non-profit organization with a mission to provide leadership, funding and advocacy for arts and culture throughout the tri-county Portland region. RACC's four primary services are Grants and Technical Assistance, Public Art, Arts Education, and Arts and Culture in communities. RACC is funded by the City of Portland, Metro, and Multnomah, Clackamas and Washington Counties.