

A G E N D A

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1538 | FAX 503 797 1793



METRO

MEETING: METRO COUNCIL REGULAR MEETING
DATE: November 14, 1996
DAY: Thursday
TIME: 2:00 PM
PLACE: Council Chamber

Approx.
Time*

Presenter

- | | | | |
|----------------------|-----|---|--------|
| 2:00 PM | | CALL TO ORDER AND ROLL CALL | |
| (5 min.) | 1. | INTRODUCTIONS | |
| (5 min.) | 2. | CITIZEN COMMUNICATIONS | |
| (5 min.) | 3. | EXECUTIVE OFFICER COMMUNICATIONS | |
| (20 min.) | 4. | METRO CENTRAL STATION COMMUNITY
ENHANCEMENT PRESENTATION | |
| | 5. | CONSENT AGENDA | |
| 2:35 PM
(5 min) | 5.1 | Consideration of Minutes for the November 7, 1996
Metro Council Regular Meetings. | |
| | 6. | ORDINANCES - FIRST READING | |
| 2:40 PM
(5 min.) | 6.1 | Ordinance No. 96-662 , An Ordinance Amending the
FY 1996-97 Budget and Appropriations Schedule for
the Purpose of Transferring \$20,000 from the Building
Management Fund contingency to interfund transfers
to provide sufficient funding for the Metro Regional
Center Debt Service Payments for FY 1996-97; and
Declaring an Emergency. | |
| | 7. | ORDINANCES - SECOND READING | |
| 2:45 PM
(45 min.) | 7.1 | Ordinance No. 96-647B , For the purpose of Adopting
a Functional Plan for Early Implementation of the 2040
Growth Concept. | McLain |

8. RESOLUTIONS

- | | | | |
|---------------------|-----|--|------------|
| 3:30 PM
(5 min.) | 8.1 | Resolution No. 96-2402 , For the Purpose of Providing an Exemption from the Sealed Bidding Requirement for the Request for Proposals for the Construction Manager/General Contractor services for the Zoo Oregon Project. | Monroe |
| 3:35 PM
(5 min.) | 8.2 | Resolution No. 96-2337 , For the Purpose of Requesting Transfer and Acceptance of Title to Foreclosed Properties from Multnomah County. | McFarland |
| 3:40 PM
(5 min.) | 8.3 | Resolution No. 96-2422 , For the Purpose of Authorizing the Release of a Request for Proposals for an Exhibit Fabrication Consultant and Authorizing the Executive Officer to Enter into a Multi-Year Contract. | Monroe |
| 3:45 PM
(5 min.) | 8.4 | Resolution No. 96-2413 , For the Purpose of Approving an Intergovernmental Agreement (IGA) with the City of Portland to Design, Construct and Maintain the Peninsula Crossing Trail. | Washington |
| 3:50 PM
(5 min.) | 8.5 | Resolution No. 96-2419A , For the Purpose of Authorizing Signature of the Intergovernmental Agreement Forming the Regional Water Providers Consortium. | McLain |
| 3:55 PM
(5 min.) | 8.6 | Resolution No. 96-2418A , For the Purpose of Appointing Members to the Water Resources Policy Advisory Committee. | McCaig |

9. EXECUTIVE SESSION HELD PURSUANT TO ORS 192.660(1)(e). DELIBERATIONS WITH PERSONS DESIGNATED TO NEGOTIATE REAL PROPERTY TRANSACTIONS.

- | | | | |
|---------------------|-----|---|--|
| 4:00 PM
(5 min.) | 9.1 | Resolution No. 96-2425 , For the Purpose of Authorizing the Executive Officer to Purchase Properties as Identified in the Whitaker Ponds Master Plan Area. | |
|---------------------|-----|---|--|

10. COUNCILOR COMMUNICATION

4:05 PM
(10 min)

ADJOURN

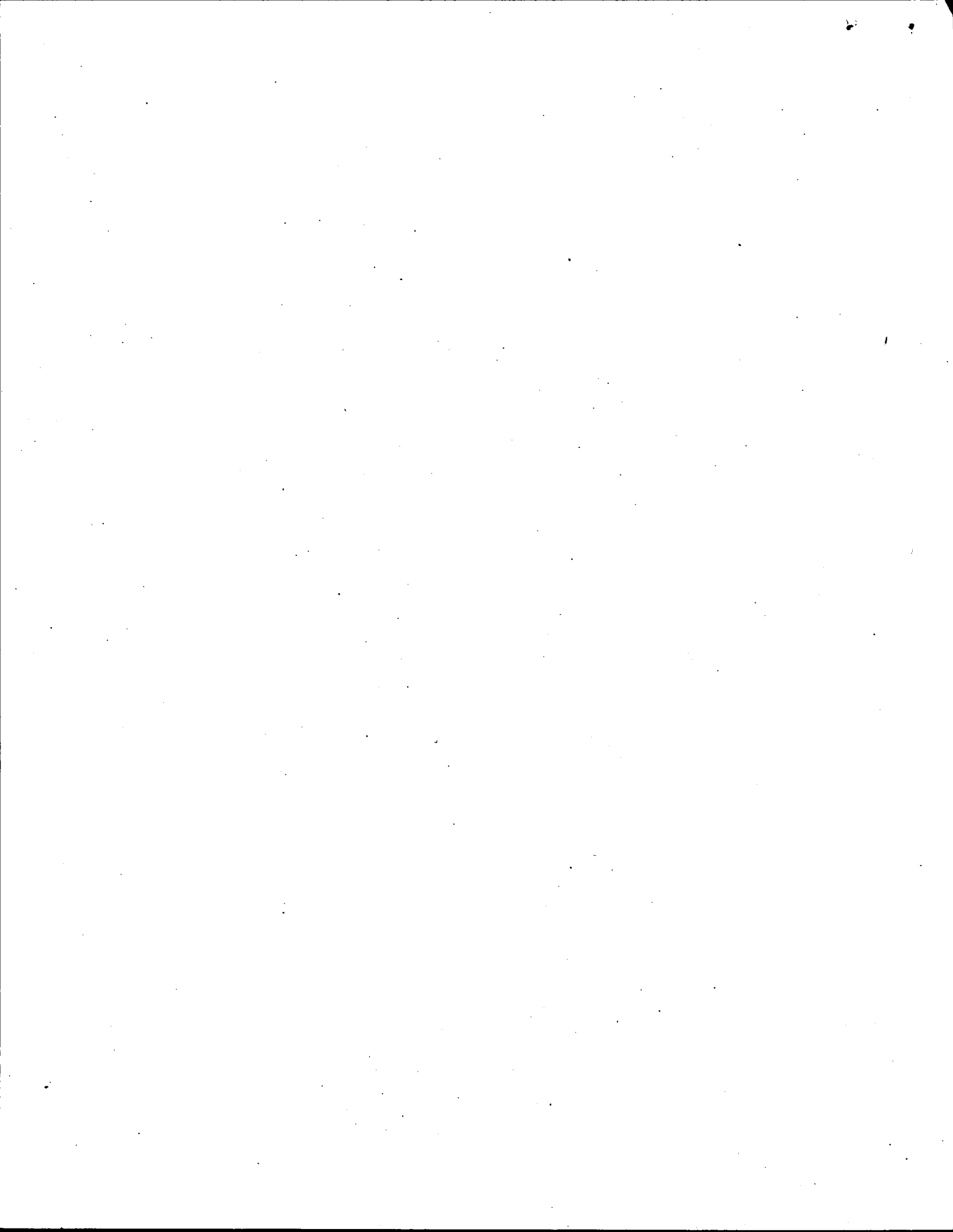
CABLE VIEWERS: This meeting is shown on Channel 30 the first Sunday after the meeting at 8:30 pm. The entire meeting is also shown again on the second Monday after the meeting at 2:00 pm on Channel 30.

All times listed on the agenda are approximate; items may not be considered in the exact order.
For questions about the agenda, call Clerk of the Council, Chris Billington, 797-1542.
For assistance per the American with Disabilities Act (ADA), dial TDD 797-1804 or 797-1540 (Council Office)

Agenda Item Number 4

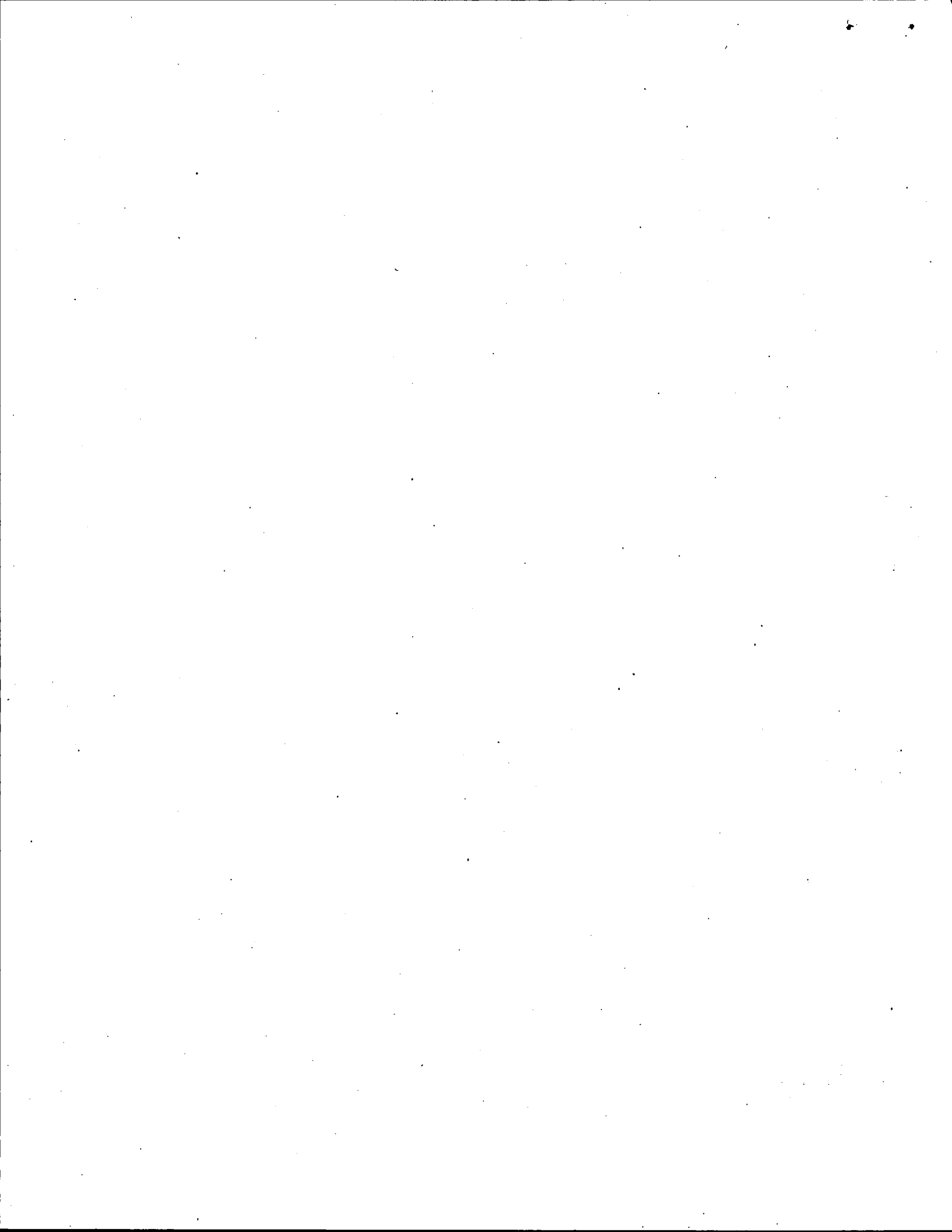
METRO CENTRAL STATION COMMUNITY ENHANCEMENT PRESENTATION

**Metro Council
Thursday, November 14, 1996**



CONSIDERATION OF THE MINUTES OF THE NOVEMBER 7, 1996 METRO COUNCIL MEETING

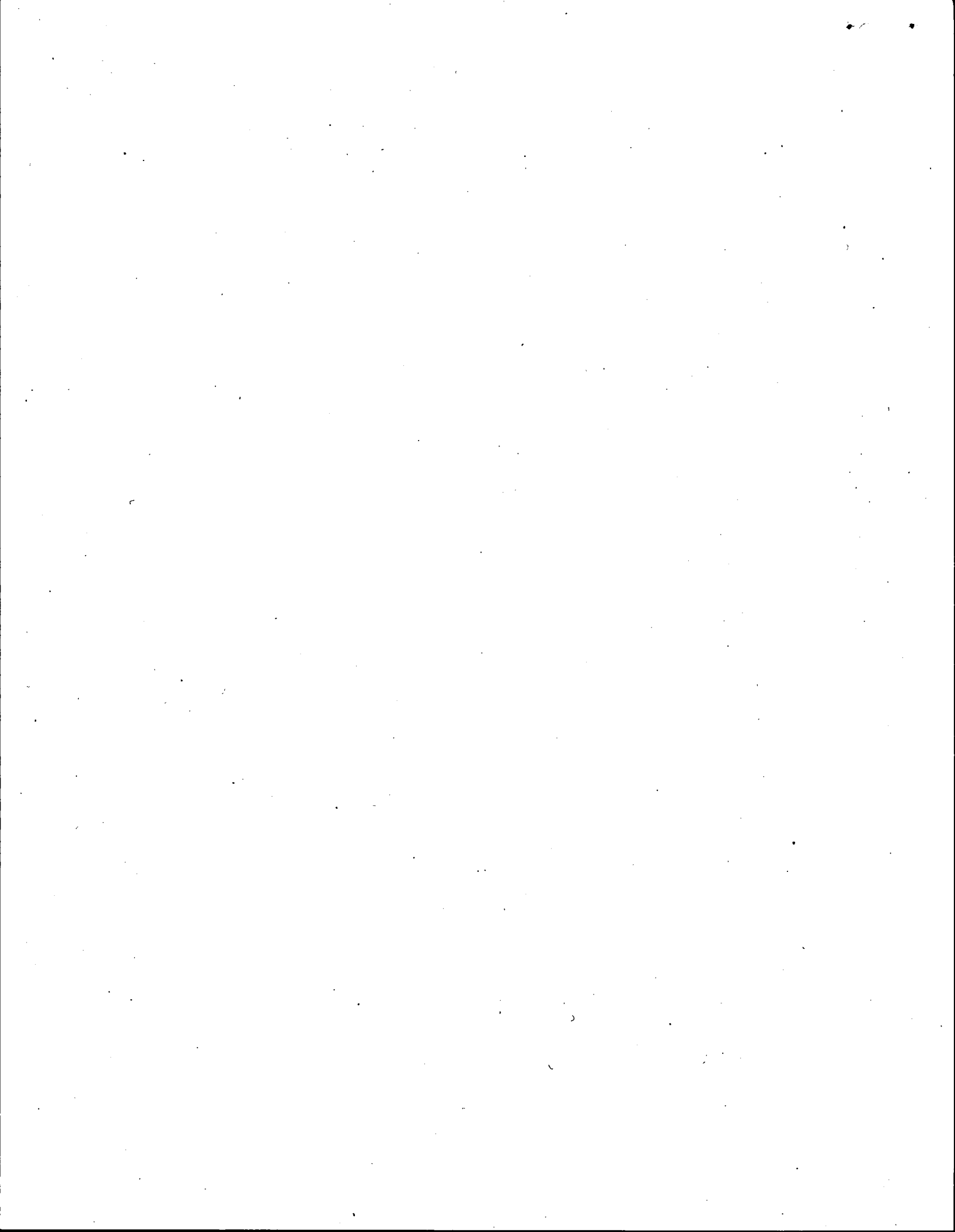
**Metro Council
Thursday, November 14, 1996**



ORDINANCE NO. 96-662, An Ordinance Amending the FY 1996-97 Budget and Appropriations Schedule for the Purpose of Transferring \$20,000 from the Building Management Fund Contingency to Interfund Transfers to Provide Sufficient Funding for the Metro Regional Center Debt Service Payments for FY 1996-97; and Declaring An Emergency.

First Reading

**Metro Council
Thursday, November 14, 1996**



BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING THE FY 1996-97)
BUDGET AND APPROPRIATIONS)
SCHEDULE FOR THE PURPOSE OF)
TRANSFERRING \$20,000 FROM THE)
BUILDING MANAGEMENT FUND)
CONTINGENCY TO INTERFUND)
TRANSFERS TO PROVIDE SUFFICIENT)
FUNDING FOR THE METRO REGIONAL)
CENTER DEBT SERVICE PAYMENTS IN FY)
1996-97; AND DECLARING AN EMERGENCY)

ORDINANCE NO. 96-662

Introduced by Mike Burton
Executive Officer

WHEREAS, The debt service payments on Metro Regional Center are funded primarily through assessments on Metro departments; and

WHEREAS, Prior year interest earnings on the Metro Regional Center debt reserve are used to offset current year department assessments for debt service; and

WHEREAS, The FY 1996-97 Adopted Budget assumed interest earnings on the debt reserve during FY 1995-96 of \$125,000; and

WHEREAS, Actual interest earnings on the debt reserve in FY 1995-96 were \$105,000; and

WHEREAS, Without additional transfer from the Building Management Fund to the General Revenue Bond Fund insufficient funds will be available for debt service payments in FY 1996-97; and

WHEREAS, The Financial Planning division has determined that the additional transfer from the Building Management Fund to the General Revenue Bond Fund will not increase overall department central service transfers above the budgeted amount; and

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations with the FY 1996-97 Budget; and

WHEREAS, The need for a transfer of appropriation has been justified; and

WHEREAS, Adequate funds exist for other identified needs; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS;

1. That the FY 1996-97 Budget and Schedule of Appropriations are hereby amended as shown in the column titled "Revision" of Exhibits A and B to this Ordinance for the purposes of transferring \$20,000 from the Building Management Fund contingency to interfund transfers for the purpose of providing sufficient funding for debt service payments in the General Revenue Bond Fund.

2. This Ordinance being necessary for the immediate preservation of the public health, safety or welfare of the Metro area in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this ____ day of _____, 1996.

Jon Kvistad, Presiding Officer

ATTEST:

Approved as to Form:

Recording Secretary

Daniel B. Cooper, General Counsel

**Exhibit A
Ordinance No. 96-662**

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
Building Management Fund							
Expenditures							
Total Personal Services		5.20	209,092	0.00	0	5.20	209,092
Total Materials & Services			574,938		0		574,938
Total Capital Outlay			20,000		0		20,000
Interfund Transfers							
582413	Trans. Resources to Gen'l Revenue Fund						
	Metro Regional Center-Debt Service		1,159,036		20,000		1,179,036
	Parking Structure-Debt Service		302,957		0		302,957
Total Interfund Transfers			1,461,993		20,000		1,481,993
Contingency and Unappropriated Balance							
599999	Contingency						
	* Metro Regional Center Operations		37,834		(20,000)		17,834
	* Parking Structure Operations		4,710		0		4,710
599990	Unappropriated Balance						
	* Metro Regional Center Operations		128,404		0		128,404
	* Depreciation Reserve		308,000		0		308,000
	* Parking Structure Operations		223,255		0		223,255
Total Contingency and Unappropriated Balance			702,203		(20,000)		682,203
TOTAL EXPENDITURES		5.20	2,968,226	0.00	0	5.20	2,968,226

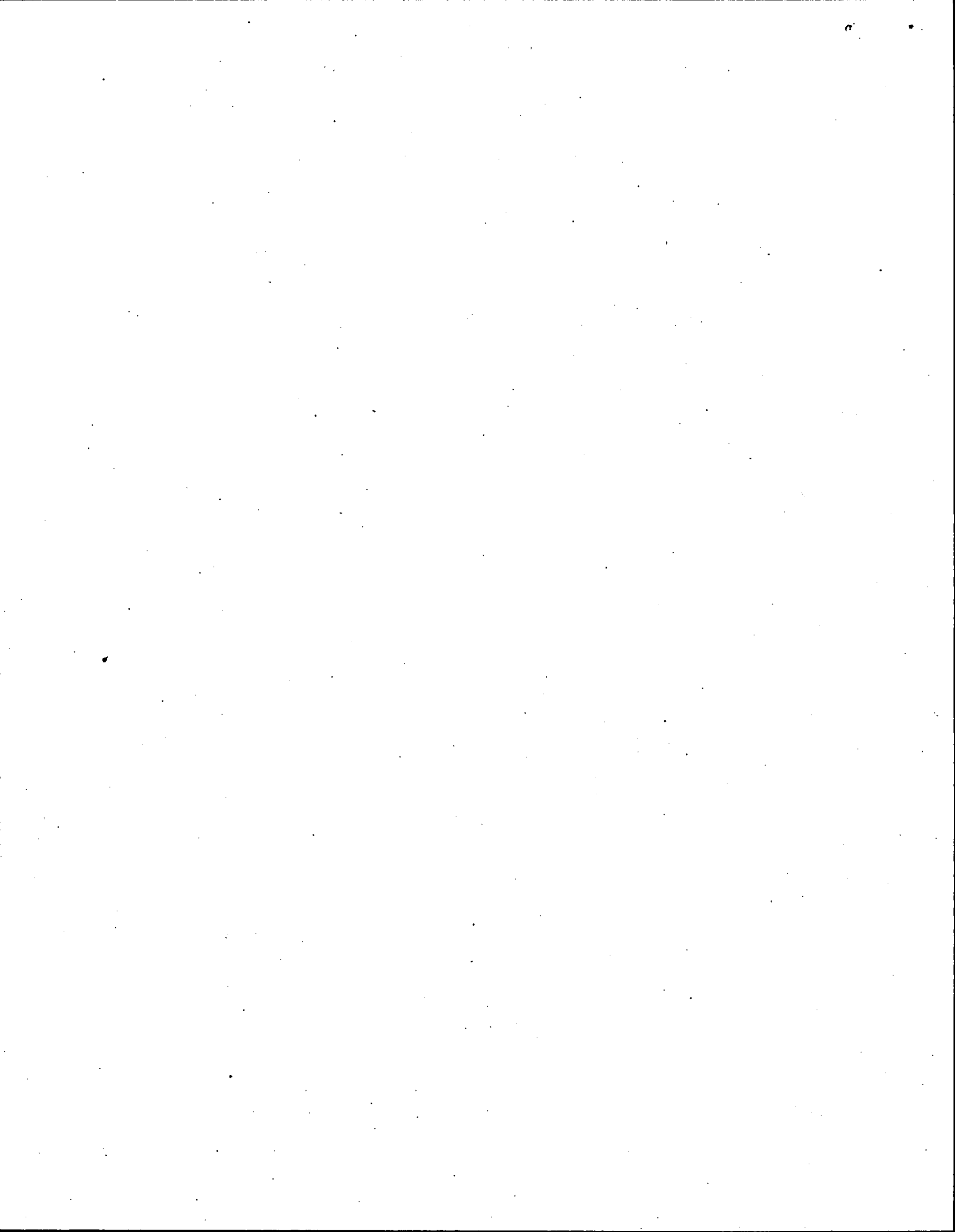
**Exhibit A
Ordinance No. 96-662**

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
General Revenue Bond Fund							
Resources							
<u>Resources</u>							
METRO REGIONAL CENTER							
305000	Fund Balance						
	* Construction Account		47,070		0		47,070
	* Debt Service Account		125,000		(20,000)		105,000
	* Debt Service Reserve Account		1,794,020		0		1,794,020
	* Renewal & Replacement Account		235,979		0		235,979
361100	Interest on Investments						
	* Construction Account		2,470		0		2,470
	* Debt Service Reserve Account		89,700		0		89,700
	* Renewal & Replacement Account		11,800		0		11,800
391513	Trans. Resources from Building Fund						
	* from Metro Regional Center Account		1,159,036		20,000		1,179,036
	* from Parking Garage Account		302,957		0		302,957
WASHINGTON PARK PARKING LOT							
385300	OEDD Loan		2,575,064		0		2,575,064
TOTAL RESOURCES			6,343,096		0		6,343,096
Construction Account							
TOTAL CONSTRUCTION ACCOUNT			49,540		0		49,540
Project Account							
TOTAL PROJECT ACCOUNT			2,375,000		0		2,375,000
Debt Service Account							
TOTAL DEBT SERVICE ACCOUNT			1,787,057		0		1,787,057
General Expenses							
Total Contingency and Unapp. Balance			2,131,499		0		2,131,499
TOTAL FUND REQUIREMENTS			6,343,096		0		6,343,096

Exhibit B
Ordinance No. 96-662
FY 1996-97 Schedule of Appropriation

	Current Appropriation	Revision	Proposed Appropriation
BUILDING MANAGEMENT FUND			
Personal Services	209,092	0	209,092
Materials & Services	574,938	0	574,938
Capital Outlay	20,000	0	20,000
Interfund Transfers	1,461,993	20,000	1,481,993
Contingency	42,544	(20,000)	22,544
Unappropriated Balance	659,659	0	659,659
Total Fund Requirements	\$2,968,226	\$0	\$2,968,226

All Other Appropriations Remain As Previously Adopted



STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 96-662 AMENDING THE FY 1996-97 BUDGET AND APPROPRIATIONS SCHEDULE FOR THE PURPOSE OF TRANSFERRING \$20,000 FROM THE BUILDING MANAGEMENT FUND CONTINGENCY TO INTERFUND TRANSFERS TO PROVIDE SUFFICIENT FUNDING FOR THE METRO REGIONAL CENTER DEBT SERVICE PAYMENTS FOR FY 1996-97; AND DECLARING AN EMERGENCY.

Date: November 14, 1996

Presented by: Jennifer Sims
Kathy Rutkowski

FACTUAL BACKGROUND AND ANALYSIS

The debt service payments on the general revenue bonds issued to renovate and construct Metro Regional Center are funded through annual assessments on departments. The department assessments for debt service are included as part of each department's annual interfund transfer for the Building Management Fund. The assessments are collected in the Building Management Fund and flow through (as an interfund transfer) to the General Revenue Bond Fund where the actual debt service payment is made.

A bond covenant of the Metro Regional Center general revenue bonds, requires that a debt reserve equal to the highest annual debt payment be maintained. The debt reserve resides in the General Revenue Bond Fund. Interest earnings on the debt reserve accrue to the reserve until they are released by an evaluation of the debt reserve level. This evaluation is performed annually on July 1st of each year. The interest earnings released by the annual evaluation must be used towards debt service payments. As a result of these requirements, the prior year's interest earnings on the debt reserve are used to reduce the total amount of the current year's department assessments for debt service.

In FY 1996-97, total annual debt service payments for Metro Regional Center (not including the Parking Structure) are \$1,284,336. The FY 1996-97 adopted budget assumed that interest earnings on the debt reserve in FY 1995-96 would be \$125,000. Department assessments for debt service payments transferred to the General Revenue Bond Fund are \$1,159,336 (total debt service less reserve interest earnings). Actual interest earnings on the debt reserve in FY 1995-96 were \$105,000, \$20,000 less than projected. If additional transfer from the Building Management Fund is not made, there will be insufficient revenue in the General Revenue Bond Fund to pay for required debt service payments.

This action requests that \$20,000 be moved from the Building Management Fund contingency to interfund transfers to the General Revenue Bond Fund, to provide sufficient funding for required debt service payments. Since the Building Management Fund contingency is already included as an allocated cost in the FY 1996-97 adopted budget, this action does not increase overall department transfers to the Building Management Fund.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends the adoption of Ordinance No. 96-662

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Agenda Item Number 7.1

**ORDINANCE NO. 96-647B, For the Purpose of Adopting a Functional Plan for Early Implementation
of the 2040 Growth Concept.**

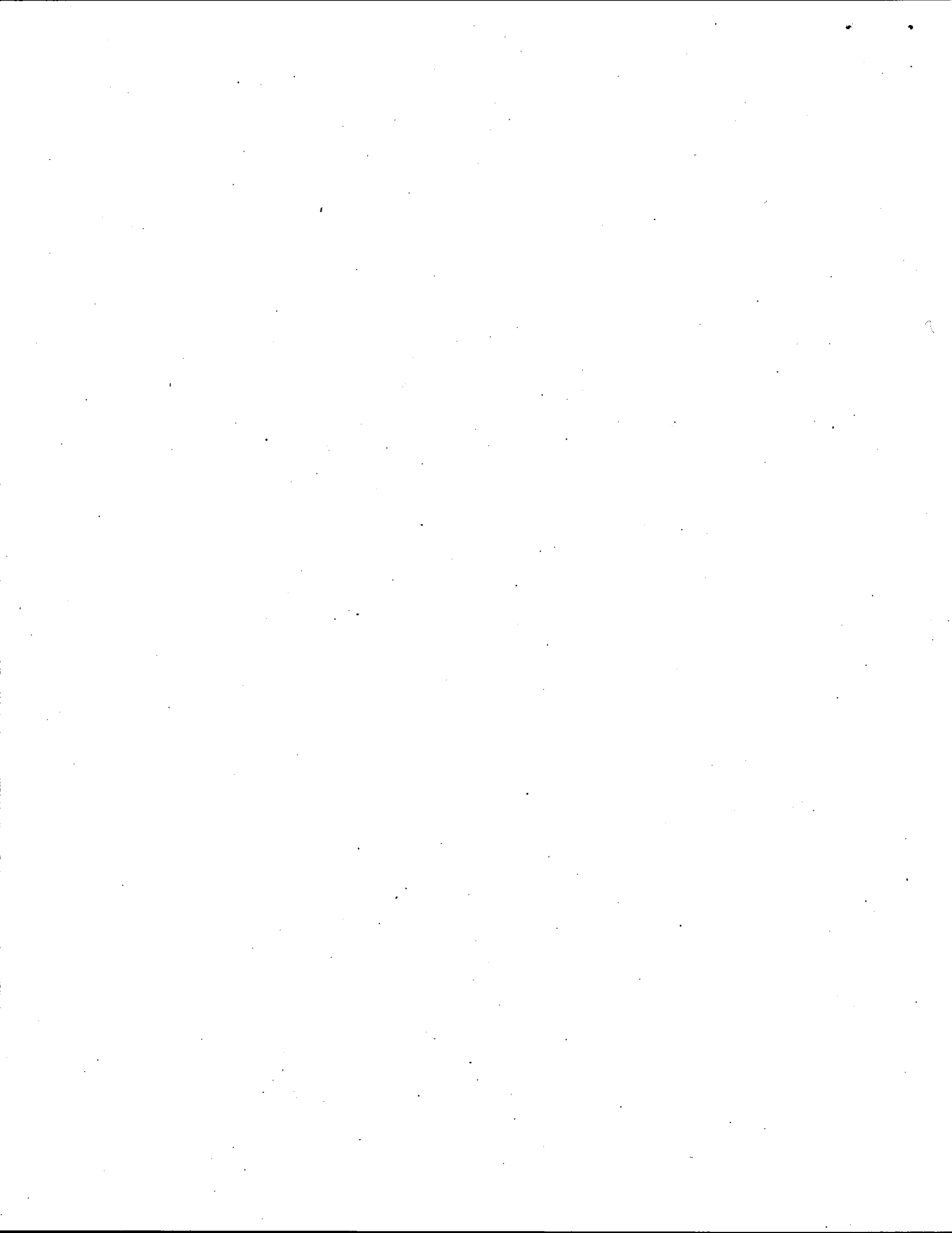
Second Reading

**Metro Council
Thursday, November 14, 1996**



RESOLUTION NO. 96-2402, For the Purpose of Providing an Exemption from the Sealed Bidding Requirement for the Request for Proposals for the Construction Manager/General Contractor Services for the Zoo Oregon Project.

Metro Council
Thursday, November 14, 1996



BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF PROVIDING AN) RESOLUTION NO. 96-2402
EXEMPTION FROM THE SEALED BIDDING)
REQUIREMENT FOR THE REQUEST FOR)
PROPOSALS FOR CONSTRUCTION MANAGER/) Introduced by
GENERAL CONTRACTOR SERVICES FOR THE) Regional Facilities Committee
ZOO OREGON PROJECT)

WHEREAS, Metro staff have prepared the Request for Proposals (RFP) for Construction Manager/General Contractor (CM/GC) Services for the Zoo Oregon Project which is attached as Exhibit A; and

WHEREAS, the RFP is designed to select a qualified contractor to perform the required pre-construction and construction services under a multi-year contract; and

WHEREAS, the criteria which will be evaluated during the selection process include project approach and management plan, key personnel qualifications and organization of project staff and resources, fee proposal and past experience with M/WBE participation; and

WHEREAS, the Metro Code requires that the sealed bid process be utilized for the procurement of such construction services unless exempted by the Metro Contract Review Board; and

WHEREAS, waiver of the sealed bid requirement is unlikely to encourage favoritism or substantially diminish competition and will result in substantial cost savings; and

WHEREAS, Metro staff shall take steps to ensure that the use of an RFP process shall further the spirit and objectives of Metro's Minority and Women-owned Business Program; now, therefore,

BE IT RESOLVED,

1. That the Metro Contract Review Board adopts the findings attached as Exhibit B.
2. That the Metro Contract Review Board exempts the Zoo Oregon Project construction manager/general contractor contract from the sealed bid process and authorizes Metro staff to employ an RFP process that will meet the goal of encouraging competition through alternative contracting and purchasing practices.
3. That the Metro Contract Review Board authorizes the Executive Officer to execute a contract for construction manager/general contractor services with the selected proposer which is substantially similar to the one contained in the RFP.

4. That the Metro Contract Review Board authorizes Metro staff, in consultation with Metro's Office of General Counsel, to devise alternative methods to ensure that the spirit and objectives of Metro's Minority and Women-owned Businesses Program are furthered through the RFP process.

ADOPTED by the Metro Council this ____ day of _____, 1996.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

Staff Report

CONSIDERATION OF RESOLUTION NO. 96-2402 FOR THE PURPOSE OF PROVIDING AN EXEMPTION FROM THE SEALED BIDDING REQUIREMENT FOR THE REQUEST FOR PROPOSALS FOR THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES FOR THE ZOO OREGON PROJECT

Meeting Date: November 4, 1996

Presented by: Berit Stevenson

Factual Background and Analysis

Metro and Zoo staff are preparing a final draft of a Request for Proposals (RFP) for Construction Manager/General Contractor (CM/GC) services for the Zoo project. The RFP contemplates the utilization of an alternative construction method known as CM/GC. Metro and Zoo staff recommend that the CM/GC approach be utilized for this project. Metro Code requires that a construction project such as this utilize the more typical sealed bid process unless an exemption is authorized by the Metro Contract Review Board. To exempt a contract, the Review Board must find that allowing the proposal rather than the sealed bid process will not encourage favoritism or substantially diminish competition and will result in substantial cost savings.

The CM/GC method is recognized by both private and public owners as an innovative and superior contracting method. It has been widely utilized by several local and state agencies over the past several years. Metro is employing this method currently on the Expo Expansion Project which is proceeding both within budget and schedule. Metro staff involved in the Expo project believe that because of the extremely aggressive schedule which was dictated by the upcoming Smithsonian Exhibit, it would have been unlikely to successfully complete the project on time without utilizing the CM/GC method.

The process is best suited for projects which combine one or more of the following attributes: accelerated schedule, technical program complexity, construction complexity, and the need for budget certainty and early commitment to construction costs. The Zoo's Oregon Project involves all four of these attributes, primarily technical program and construction complexity.

The project's schedule is quite complicated and based on several milestones and a desire to avoid costly arbitrage payments. The milestones include the opening of the Tri-Met Westside light rail station and the opening of the primary exhibits (*Forests* and *Waters*) consecutively. This phasing of exhibit openings is designed to maximize Zoo attendance by timing the major exhibit openings for the Zoo's optimal operating season.

The scope of the Oregon Project includes several major exhibits including *Lions*, *Mountain Goats*, *Forest* and *Waters* exhibits. The *Waters* exhibit will feature sea otters and stellar sea lions and includes a sophisticated filtration system necessary for its animal and fish inhabitants. The *Forest* area will include an "Underground Exhibit", "Pond and Wetland" and an "Eagle Aviary". Other exhibits will include specialized robotics equipment which adds significantly to the project's technical complexity.

The project's unique construction complexity can be ascertained by reviewing the preliminary schedule. The Oregon Project is comprised of a series of major improvements which will occur over a three year period. In all, nine separate project elements have been identified. Because the project includes the demolition of several existing animal habitats and the construction of new

homes for these animals, an intricate phasing schedule is required to ensure the well being of the animals and the timely completion of the project.

In addition to the required phasing, two other elements add to the project's construction complexity. First, the work will be occurring during on-going operations of the Zoo. With over one million visitors per year, the project requires a contractor with proven ability to work around the public and on-going operations. Lastly, much of the project area is included within an "environmental" zone which requires heightened review and regulations by the City. This "environmental" designation increases the construction complexity significantly.

The budget for this project has been established by the successful general obligation bond. The process of designing to meet the budget is best accomplished when both the design team and the contractor are working together during the early phases of the project. Constructability review and value engineering are key elements of the CM/GC process which lead to early commitment to budget. In addition, an active constructability review and value engineering phase typically result in a higher quality product and the avoidance of additional cost due to faulty design.

It is anticipated that several contracting firms with CM/GC experience will respond to the RFP providing adequate competition at the general contracting level. In addition, the RFP will provide that the CM/GC solicit and receive at least three bids for all elements of the work, thus maintaining the usual competition at the sub-contractor level.

The criteria which will be utilized to select the CM/GC will include performance-based criteria in addition to cost. One of the criteria which will be evaluated is the proposer's ability to successfully implement a minority and women-owned businesses program. Other factors which will be evaluated include past experience with CM/GC projects, specific Zoo or other exhibit-related construction experience and value engineering experience. This criteria will be objective and will be included in the RFP. The selection committee will include representatives from Metro, the Zoo and outside experts in the construction field.

Budget Impact

The Zoo Oregon Project is funded by the successful \$28.8 million general obligation bond which the voters of the region approved in September 1996.

Executive Officer's Recommendation

The Executive Officer recommends adoption of Resolution 96-2402.

Exhibit B

FINDINGS

CONSTRUCTION MANAGER/GENERAL CONTRACTOR RFP PROCESS

ZOO OREGON PROJECT

As required by ORS 279.015(2)(a), Metro Contract Review Board finds that exempting the Zoo Oregon Project Construction Manager/General Contractor (CM/GC) RFP process from sealed bidding process is unlikely to encourage favoritism or substantially diminish competition because:

1. It is anticipated that several general contracting firms from around the region will respond to the RFP which will be advertised in the same manner as if the usual bid process was utilized. Many of these firms have worked under the CM/GC contracting approach which has been used by many state and local jurisdictions in the past several years. Use of this contracting method is not expected to diminish competition among general contracting firms.
2. The criteria which will be utilized to select the contractor include performance-based criteria in addition to cost. The team which will select the contractor will include members from Metro's Property Services Division and Zoo staff and outside experts in the construction field. The decision will be based on objective criteria cited in the RFP and will not result in favoritism.
3. The RFP will require the successful CM/GC to solicit and receive at least three bids for all elements of the work; to conduct bid openings with a Metro representatives present; to award subcontracts to the bidder whose bid reflects the best value at the lowest cost, thus maintaining the usual competition for construction work. Because price will be a significant evaluation criteria, it is expected that each proposer will aggressively solicit and receive subbids from the local contracting community, thereby maintaining the usual degree of competition at the subcontractor level.

As required by ORS 279.015 (2)(a), Metro Contract Review Board finds that exempting the RFP for the Zoo Oregon Project Construction Manager/General Contractor from the sealed bidding process will result in substantial cost savings because:

1. The project encompasses nine separate project elements. The CM/GC process will result in significant cost savings due to the single contractor scenario. Under the alternative approach, nine separate contractors could be involved; each with mobilization costs, trailers, temporary facilities, and project staff to include superintendent, engineer, etc. The duplication of these items would result in significant additional costs. The single contractor scenario will result in cost savings by virtue of economies of scale.
2. In addition to the above, the single CM/GC contractor will likely result in reduced costs due to the avoidance of claims resulting from multiple contractors. Multiple contractors working simultaneously on related projects on a limited site such as the Zoo will likely result in claims alleging hindrance, delay or interference among the contractors.

The amount of such claims is difficult to estimate, however, the complexity and interrelated phasing of the project indicate that these claims could have a significant impact.

3. The CM/GC approach will result in cost savings due to high quality value engineering and design and constructability review early on in the design phases and minimal fee layering on change orders. The amount of cost savings is difficult to quantify, however, Metro staff have estimated that cost savings due to high quality value engineering and change order savings in a complicated project such as the Zoo Oregon Project could be as high as \$500,000.

3. The CM/GC process typically results in far less change orders related to faulty design because the designer and the builder are on the same team and work together on creative solutions for completing the project within budget rather than the adversarial role which is typical in the design/bid approach. Cost savings will result when design driven change orders are reduced or eliminated.

REQUEST FOR PROPOSALS

for

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR
SERVICES**

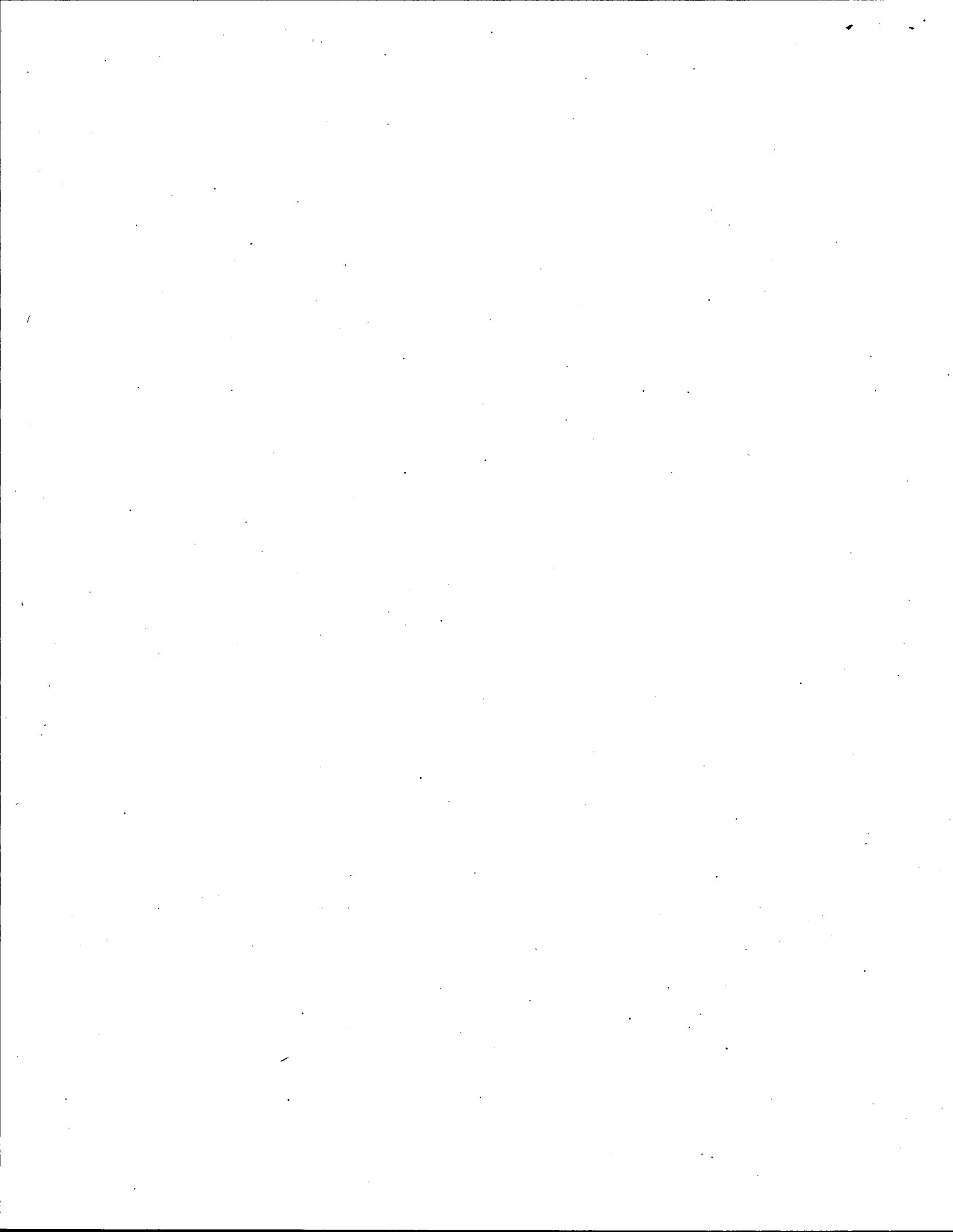
for the

METRO WASHINGTON PARK ZOO

OREGON PROJECT

Metro
600 Northeast Grand Avenue
Portland, Oregon 97232

Issued November 8, 1996



REQUEST FOR PROPOSALS
for
CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES
for the
METRO WASHINGTON PARK ZOO PROJECT

1.0 INTRODUCTION

1.1 The Metro Washington Park Zoo, a department of Metro (Owner), a metropolitan service district organized under the laws of the state of Oregon and the 1992 Metro Charter, is soliciting written proposals from qualified general contractors to provide Construction Manager/General Contractor (CM/GC) services for the Zoo's Oregon Project. It is the intent of Owner to select a CM/GC who will become a member of a team composed of , the Owner, the CM/GC and the Project's consultant team in the design process and the construction phase. It is anticipated that as pre-construction services are concluded for the various elements of the Project, four separate Guaranteed Maximum Prices (GMP) will be developed for the four phases of the work identified herein.

1.2 The CM/GC is being selected early in the Project to provide Owner and the design team with expertise and experience that will assist in Project decision making, and ensure that procedures are implemented to aggressively manage the construction costs and schedule. The design must allow for economical and efficient methods of construction and construction must occur to allow for the ongoing operations of the Zoo, minimum disruption to Zoo visitors, Zoo animals and the Zoo environment. Owner seeks the CM/GC who can best provide the services needed to achieve these goals.

2.0 PROJECT BACKGROUND

2.1 The Zoo developed a long-range master plan which was adopted by the Metro Council in 1992. The plan calls for gradual improvement of the Zoo during a 25 year period. In addition to physical improvements, including construction of new exhibits and a new entry, the plan identifies programmatic solutions which improve the Zoo for animals and visitors. Many of the improvements identified in the master plan are included within the Oregon Project, which is intended to emphasize the state's natural environment, including Oregon's threatened animal species. The project is designed to educate visitors to the Zoo about significant issues surrounding the state of Oregon so that they may play a more direct role as these issues are discussed, debated and resolved.

2.2 Voters of the Metro region approved a ballot measure in September, 1996, authorizing Owner to issue \$28.8 million in bonds for the Oregon Project. A qualified CM/GC is being sought early on to assist with project

planning and development. Of critical importance to Owner is a CM/GC with experienced capability to work within the ongoing operations of the Zoo. More than one million persons a year visit the Zoo. The selected CM/GC will be required to conduct construction activity in a manner which minimizes disruption to the Zoo visitors. In addition, the CM/GC must be responsive to working around the Zoo's resident animals and its environmentally sensitive site.

2.3 While the Oregon Project is underway, the Owner will also carry out other construction and capital improvement projects which are funded by sources other than the bond measure. These projects will be outside the scope of the CM/GC's responsibility but will require some level of coordination and cooperation to ensure the success of all projects.

3.0 GENERAL PROPOSAL INFORMATION

3.1 Proposals will be received at the Metro offices located at 600 Northeast Grand Avenue, Portland, Oregon, 97232, to the attention of Berit Stevenson, until 5:00 p.m., December 3, 1996. Submittals should be clearly marked "Proposal - Construction Manager/General Contractor Services - Zoo Oregon Project". Each submittal must be submitted in the format described in this RFP.

3.2 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 to the extent permitted by Oregon law.

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

3.4 During the performance of the contract, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

3.5 A mandatory pre-proposal conference and site visit has been scheduled for November 13, 1996 at 1:00 p.m. Those attending should check-in at the Zoo's administrative offices located at 4001 Southwest Canyon Road, Portland, Oregon 97225.

4.0 RFP TIME-TABLE

4.1 The following schedule has been developed for the course of the RFP process. All dates are subject to change.

November 8, 1996

Issue RFP

November 13, 1996 - 1:00 p.m. Mandatory Pre-Proposal Conference at Zoo

December 3, 1996 - 5:00 p.m.	Proposals due to Owner
Week of December 15, 1996	Interview of finalist and tabulation of scores
Week of December 22, 1996	CM/GC selection/ notification
January 2, 1997	CM/GC Contract commencement

5.0 PROJECT ADMINISTRATION

5.1 The Owner's contact for this project is the project manager to be appointed in writing by the Metro Executive Officer.

5.2 The CM/GC and exhibit fabrication consultant, hired under a separate contract, will report to the project manager.

5.3 The CM/GC will work in a partnership with the exhibit fabrication consultant (EFC) in delivery of new exhibits for the zoo. The role of the CM/GC is to ensure timely, cost effective construction and development of the zoo's Oregon exhibit by working in partnership with the EFC. They will develop timelines and allow for specialized suppliers to install such elements as simulated rocks and trees, electronic interpretive equipment, graphic panels, and other fabrication necessary for the successful completion of the project.

6.0 PROJECT OVERVIEW

6.1. PROJECT PHASING AND SCOPE

6.1.1 The Oregon Project is a series of major improvements at the Zoo, with construction beginning in March of 1997 and continuing through approximately November of 1999. A preliminary project schedule has been prepared which tentatively indicates the project phasing. This schedule, titled "Metro Washington Park Zoo - Master Schedule" is attached as Appendix C. It is anticipated that the construction activity will occur in four separate phases labeled Phase 1, 2, 3 and 4 respectively. Separate GMPs will be developed for each phase. This preliminary phasing plan may be modified based on input received from the selected CM/GC.

6.1.2 Phase 1 includes the *Return Loop Pathway, Classrooms, and Lions Exhibit & Bobcat and Cougar Holding*. It is anticipated that the GMP encompassing this phase would be developed mid February 1997, approximately 6 weeks after execution of the CM/GC contract. Phase 2 includes the *Entry Plaza, Mountain Goat Exhibit, Train Station and Main Pathway*. The GMP covering this work would be developed

around May 1, 1997 which is approximately 4 months after the CM/GC commences work. Phase 3, includes the (*Lower Plaza, Waters Exhibit and Picnic Area*) GMP for this phase of work would be developed in September 1997. Phase 4, which is the last phase includes the *Upper and Lower Forest Exhibits*. The GMP for this fourth phase of work would be developed in October of 1997. The separate elements making up the scope of work are more fully described below and in the Conceptual Drawings included in Appendix E.

.1 **Return Loop Pathway.** This will be the first bond financed project to be opened to the public. The new path will connect the existing "Africa" area of the Zoo to the main Zoo pathway adjacent to the existing felines building. A small amphitheater and public restrooms may also be included in this project.

Approximate Cost: \$350,000

.2 **Classrooms.** The east bear grottos (4 concrete enclosures) will be demolished as part of this project, the site prepared and two modular classroom buildings will be installed. The modular classrooms will be procured directly by Owner, with the balance of the work performed by the CM/GC. The timing of this work is not critical and can wait until the Zoo relocates the bears to their new homes.

Approximate Cost: \$200,000

.3 **Lions Exhibit, Bobcat and Cougar Holding.** Both the lions and the bobcats and cougars need to have replacement homes constructed prior to the demolishing of their current home in the felines building. The existing lemurs outdoor yard will be demolished to make way for the new Lions Exhibit. Demolition of the felines building is necessary to make way for the Waters exhibit.

Approximate Cost: \$2.5 million

.4 **Entry Plaza, Mountain Goats, Train Station and Main Pathway.** Owner desires to coordinate the opening of the Zoo's new entry with that of the new Westside light rail station which is scheduled for September 1998. The major components of this element of the work are:

- Two level Restaurant and Banquet Building (approx. 38,000 s.f.)
- Single level Gift Shop Building (approx. 7,000 s.f.)
- Main Entry Plaza of the Zoo to include covered areas, ticket booths, special kiosks and designed for a variety of outdoor activities (approx. 10,000 s.f.)

- Mountain Goat Exhibit, including Goat Holding
- Train Station, with track changes, located adjacent to the Lower Plaza
- Main Zoo Pathway, connecting the Entry Plaza to the Train Station, including bridges over existing tracks

Approximate Cost: \$8 million

.5 **Waters, Lower Plaza.** After completion of (3) above, approximately 60% of the existing feline building will be demolished and the new Waters exhibit will be built in its place. Sea Otters and Stellar Sea Lions are the main elements, with Tide Pools, a Blow Hole Fountain and the Lower Plaza being part of this project. The remaining portions of the felines building must be made operational. New filtration and keeper spaces will be constructed. All animals will be vacated from the building during demolition and Waters construction.

Approximate Cost: \$4 million

.6 **Upper Forest Exhibits.** The series of exhibits labeled "Forest Canopy Exhibits", "Bobcat Exhibit", "Cougar Exhibit" and "Wolverines Exhibit" are called the Upper Forest Exhibits, and may have separate staging/access and time frame from the Lower Forest Exhibits. Construction of Forest Exhibits is currently scheduled to begin in Spring of 1998.

Approximate Cost: \$3.25 million

.7 **Lower Forest Exhibits.** The existing building in the current "Cascades" exhibit will be remodeled and expanded for a variety of new exhibits, including "Underground Exhibits", "Wetland" and "River Otter" exhibits. The major exhibit groups of "Pond and Wetlands", "Eagle Aviary", "American Black Bear" and "Family Farm" will be a part of the Lower Forest Exhibits.

Approximate Cost: \$4 million

.8 **Picnic Area.** After the new Entry Plaza is opened, the existing entry area will be demolished and a new picnic area constructed.

Approximate Cost: \$475,000

6.2. CONSTRUCTION BUDGET

6.2.1 The Project's construction budget is approximately \$23 million. In addition to this amount, the Project includes a budget of \$3,000,000 for interpretive elements. Some portion of the interpretive budget may be included in the selected CM/GC's scope of work.

6.3 SCOPE OF PRE-CONSTRUCTION SERVICES

6.3.1 Pre-construction services will be provided under the terms of the sample CM/GC Agreement contained in Appendix B. It is anticipated that the specific scope of pre-construction services will be negotiated prior to signing the Pre-construction Services Agreement, based on the Proposer's input as well as Owner's requirements. In general, services are anticipated to include:

.1 Consult with, advise, assist and provide recommendations to Owner and consultant team on all aspects of the planning and design of the separate phases of the work.

.2 Provide information, estimates, schemes, and participate in decisions regarding construction phasing, temporary facilities, temporary access routes/detours which will create the minimum disruption to the public, animals and Zoo operations. Write a Course of Construction Plan, outlining the four phases of work and the above items to ensure minimal disruptions to Zoo visitors, animals and environment.

.3 Develop information and participate in decisions regarding value engineering. Provide information on construction materials, methods, systems, phasing, and costs to assist in determinations which are aimed at providing Owner with the highest quality building within the budget and schedule.

.4 Provide input to Owner and the design team regarding current construction industry practices, labor market, and materials availability.

.5 Review in-progress design documents with the EFC and provide input and advice with respect to construction feasibility, alternative materials/methods, and long-lead material procurements.

.6 Review completed design budget, documents and suggest modifications to improve completeness or clarity to the Owner and consultant team with the EFC.

.7 Recommend division of the work to facilitate bidding and award of trade contracts, considering such factors as minimizing disruption of existing operations, improving or accelerating construction completion, minimizing trade jurisdiction disputes, and other related issues. This work shall be developed with the EFC to coordinate installation of interpretive elements.

.8 Work with Owner to develop a plan for maximizing minority and women-owned business and opportunities in compliance with the goals and intent of Owner's Minority and Women-owned Businesses Program.

.9 Continuously monitor and update the project schedule and recommend adjustments in the design documents or construction bid packaging to ensure completion of the project in the most expeditious manner possible. This will include pre-purchasing and expediting recommendations for long-lead materials in order to meet necessary delivery dates and avoid construction delays.

.10 Write comprehensive Commissioning Plans to be implemented during the course of construction. The Plan shall identify major tasks and the individuals or firms responsible for completing each task.

.11 Work with Owner and the consultant team to maximize energy efficiency, the use of recyclable products to the maximum extent economically feasible and water conservation in the Project. Provide estimating and value engineering support to the Owner's analysis and application for energy related incentive programs offered by local utilities. Participate with Owner and the design team to analyze utility options for the service of the buildings.

.12. Prepare construction cost estimates for the Project at appropriate times throughout the design phases of the work. Owner and the consultant team will participate fully in the preparation of these cost estimates.

Furnish a Guaranteed Maximum Price (GMP) in accordance with the Standard General Conditions for each Phase of the Project for Owner's review and approval. It is anticipated that GMPs will be called for at 50% of the Construction Document for each phase in the project. The CM/GC will notify Owner and the design team immediately if their construction cost estimates

appear to be exceeding the construction budget or the GMP, once it is established.

6.4. CONSTRUCTION SERVICES

6.4.1 Construction services will generally be provided under the terms of the Standard General Conditions provided herein. Duties of the CM/GC will include:

- .1 Solicit and publicly conduct sub-contractor bidding for all construction work except that which is specifically exempted by Owner.
- .2 Maintain a qualified, full time Superintendent with the needed staff at the job-site to coordinate and provide direction of the work.
- .3 Prepare and maintain a detailed Critical Path Schedule for monitoring project progress and managing the work. Keep Owner and the design team fully advised of the work progress status.
- .4 Make available all cost and budget estimates, including supporting materials and records, to Owner and the design team. Provide monthly reports of actual costs and work progress as compared to estimated cost projections and scheduled work progress. Explain significant variations and provide information as requested by Owner or the consultant team.
- .5 Establish an effective quality control plan for all construction and inspect the work as it is being performed to assure that materials furnished and quality of work performed are in accordance with the plan and construction documents.
- .6 Work with Owner and the consultant team to establish and implement procedures for tracking, expediting and processing all shop drawings, catalogs, requests for information and other drawings.
- .7 Establish effective programs for job-site safety, for maintaining current job-site records, labor relations as a minimum.
- .8 Implement the previously established Minority and Women-Owned Business. Report as requested the status and results of such Program.

.9 Implement the previously prepared Course of Construction Plans. Make adjustments to the Plans as requested by Owner.

.10 Prepare and distribute weekly and monthly progress and status reports.

.11 Review and process all applications for payment by sub-contractors and material suppliers in accordance with the terms of their contract. Review, resolve, with Owner's approval, all sub-contractors' and/or material suppliers' request for additional costs. Owner shall approve all changes to the work.

.12 Schedule and conduct at least weekly job meetings to ensure orderly progress of the work. Prepare and distribute record of the meetings to meetings attendees, Owner and the design team.

.13 Resolve, on behalf of Owner, all disputes that may arise between sub-contractors and/or suppliers as a result of construction and report resolutions to the Owner.

.14 As construction is completed, the CM/GC shall provide the following close-out services:

Coordinate and expedite the submittal of record documents.

Organize and index operations and maintenance manuals.

Assist in securing occupancy permits.

Provide continuing change order review and processing services.

Prepare a project completion report for assistance in turnover of new buildings and exhibits to Zoo operating department.

Prepare a final report of all construction costs. Assist Owner with audit of final cost report and supply all supporting documentation.

Provide lien waivers from all sub-contractors and material suppliers.

Implement the previously written Commissioning Plan.

Coordinate production, delivery and archiving of as-built drawings with the Owner.

6.5 SPECIAL REQUIREMENTS

6.5.1 The CM/GC will publicly conduct the sub-bidding of all construction work in excess of \$2,500 which is not specifically exempted by Owner. This will include:

.1 The bid opening process will be observed and reviewed by an Owner's project representative. Upon review of bids received, the CM/GC will make written recommendations for Owner's approval of the low qualified bidder.

.2 The CM/GC will contact Metro prior to embarking on solicitations for bids to receive a list of M/WBE subcontractors for each element of the work. The CM/GC will contact all such subcontractors during the course of solicitation.

.3 Solicitations for bids will be advertised at least ten days in advance of the bid opening. Solicitations will be advertised in the Daily Journal of Commerce and at least one other newspaper specifically targeted to reach MBE and WBE audiences and owner identified journals common to some specialty construction trades.

.4 If the CM/GC or its subsidiary desires to submit a bid on any portion of the work, the CM/GC shall publicly advertise the work at least twenty-one days in advance of the bid opening.

.5 The CM/GC should attempt to obtain a minimum of three bids for each package of work bid.

6.5.2 The award of sub-contracts by the CM/GC will be subject to the following:

Owner concurrence in the award of sub-contracts is required

Advance approval by Owner is required for sole-source contract awards

6.5.3 At a minimum, all workers on this project shall be paid in accordance with the provisions of the Prevailing Wage Rates for Public Work Projects in the State of Oregon. See Appendix D.

6.5.4 CM/GC shall work with Owner and the design team to incorporate work(s) of art from the Projects 1% for Art Program into the design and construction of the project. Some art installation may be integrated into the building's construction. Costs for art and installation are not the responsibility of the CM/GC.

6.5.5 Owner has a staff person responsible for media relations and contact. Any questions regarding the project must be directed to that staff person.

7.0 PROPOSAL INSTRUCTIONS

7.1 Deadline and Submission of Proposals

10 copies of the submittal shall be furnished to Owner addressed to:

Metro
600 NE Grand Ave.
Portland, OR 97232
Attention: Berit Stevenson

and clearly marked "Proposal - Construction Manager/General Contractor Services - Zoo Oregon Project" Submittals will be returned and not considered if received after 5:00 p.m., December 3, 1996. Postmarks are not acceptable.

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

7.2 Basis for Proposals

This RFP represents the most definitive statement Owner will make concerning the information upon which the submittals are to be based. Any information which is not addressed in this RFP will not be considered by Owner in evaluating the submittals. All questions relating to the RFP should be addressed to Berit Stevenson. Any questions which in the opinion of Owner warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Owner will not respond to questions received after 5:00 p.m., November 29, 1996.

7.3 Selection Committee

Owner will appoint a Selection Committee to review the submittals received and conduct interviews. The Selection Committee will evaluate information provided in the written proposals and interviews and rank the candidates in order of suitability to meet Owner's needs. Criteria to be used for evaluation are listed in Section entitled Evaluation of Proposals.

7.4 Award of Contract

Owner intends to award a contract to the Proposer who, after considering the recommendation of the Selection Committee, Owner finds best fits the needs

of Owner to perform the work in accordance with the requirements set out in this RFP.

8.0 PROPOSAL CONTENTS

8.1 The submittal should contain not more than forty single sided pages of written material (excluding resumes which should be included in an appendix), describing the ability of the Proposer to perform the work requested. Proposals should be concise and direct. They should be submitted on 8-1/2 x 11 inch paper, with basic text information no smaller than 12-point type. The only exception to this page-size limit is a single 11 x 17 inch sheet for the proposed project schedule and organization chart. They 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. The submittal should include the following information:

.1 Firm Description

For each firm participating in the proposal, provide a brief narrative description of the firm's history and capabilities. Include relevant construction and CM/GC experience, annual volume figures for the last five years, current firm commitments and current bonding capacity.

.2 Staffing

a. Provide a project organization chart showing your proposed staff for each element of the project (pre-construction, construction and commissioning), including all professional or contracted staff involved in project management, corporate administration, engineering and estimating, construction management, commissioning and supervision. Clearly identify field staff versus off-site staff and indicate the approximate percentage each individual will work on the project. Include resumes and references for all individuals on the chart, listing their relevant past experience with similar projects and the CM/GC method.

b. Describe the duties and responsibilities for all key staff positions.

.3 Project Approach and Management of the Work

In detail, describe your firms' overall plan to complete the project. At a minimum, include the following:

- a. Discuss your plan for providing services in the pre-construction, construction and commissioning phases. Include information on management of project costs and schedule, work quality and safety.
- b. Explain your preliminary approach/ideas on work phasing. Address the viability of the current construction schedule. Proposer may suggest potential modifications which would improve the project.
- c. Explain how you will approach the cost estimating and value engineering work. Comment on the balance between the Project's scope and estimated budget (\$23.0 million), identifying areas of concern and opportunity. Explain your approach to addressing these issues with Owner and the design team given the status of the project development.
- d. Discuss your experience with promoting participation on the part of minority and women-owned businesses as contractors, subcontractors and suppliers. Explain your approach to obtain maximum participation on this project.
- e. Explain how you intend to establish and maintain good relations and foster open and productive communications with Owner, their Project Manager, the consultant team, Owner's staff and sub-contractors.
- f. Identify key issues and constraints you foresee in the project. Propose means of resolution of such.
- g. Describe what your experience has been and what your expectations are for labor and materials availability for this project.

.4 Fee Proposal

- a. Submit a fee proposal for the CM/GC services in three parts.
 - i. *Pre-Construction Services:* Identify a not-to-exceed cost for services to be provided during the planning and design phases of each of the major project phases. Identify labor hours and cost per hour. Identify an estimate of expenses included in the not-to-exceed cost.
 - ii. *Construction Services:* Identify the fee for construction services in two parts:

Fixed Fee - State the Fixed Fee, as a percentage of the direct construction costs, for which your firm would contract to perform the required construction services. Identify what costs you would propose are included in the Fixed Fee. Note if proposed cost items are different than what is stated in the

Standard General Conditions included as Appendix A. Identify all proposed project staff that would be included as a part of the Fixed Fee.

Reimbursables - Based on the staffing shown on the project organization chart and the individuals identified above, provide a detailed estimate of the staffing costs which are not in the Fixed Fee, but will be included within the GMP as a cost of the work for performing construction services. Identify and estimate the cost expenses, other than sub-contract labor and materials cost, which will be included in the General Conditions costs. A cost range may be used, describing the parameters which would effect the high and low ends of the range. Note if proposed cost items are different from the Standard General Conditions which is attached as Appendix A.

- b. Describe your proposed method of documenting the line item components of the GMP and the method of determining whether project changes are inside or outside the scope of the GMP.

9.0 GENERAL PROPOSAL AND CONTRACT CONDITIONS

9.1 Limitation and Award

This RFP does not commit Owner to the award of a contract, nor to pay any costs incurred in the preparation and submission of Proposals in anticipation of a contract. Owner reserves the right to reject or accept any or all Proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this RFP.

9.2. Contract Type

9.2.1 Owner will use the Construction Manager/General Contractor Agreement for Pre-Construction Services and the Standard General Conditions enclosed herein as a basis for this Contract. Any concerns or recommendations for changes should be included in the Proposal submittal, including an explanation why it is in the best interests of Owner to accept recommended changes. Proposed modifications will not be scored separately, but will be considered in the Selection Committee's scoring of each Proposal. Requests for changes in contract language submitted after selection of the successful Proposer may be treated as a withdrawal of the Proposal. In the event Owner and the successful Proposer do not agree on the terms of a contract, Owner may, at its option, begin negotiations with the Proposer ranked next highest by the Selection Committee.

9.2.2 It is the intent of Owner to enter into a contract with the selected CM/GC for pre-construction services only. These activities will include design, scheduling, and estimating for each Phase of the Project. Upon completion of the pre-construction activities for each phase, the CM/GC will submit a GMP for that phase for Owner's review and approval. Acceptance of the GMP will constitute completion of pre-construction services by phase. Change Orders to the CM/GC agreement will be issued for each construction phase of the project. At the time of the execution of the construction phase Change Orders, the CM/GC will be required to submit a 100% Performance Bond for the completion of each phase.

9.3 Validity Period and Authority

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

9.4 Conflict of Interest

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

9.5 Appeals

Appeals of the award of the Contracts should be addressed to the Owner 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.

9.6 Performance and Payment Bonds

Performance and Payment Bonds will be required from the successful Proposer. Such bonds shall be issued by a company currently licensed to do business in the State of Oregon, on a form acceptable to Owner, and drawn in favor of Owner in an amount not less than the GMP.

10.0 EVALUATION OF PROPOSALS

10.1 Evaluation Procedure

Only submittals received that conform to the requirements of this RFP will be evaluated. The evaluation will be based on the criteria identified in the following section and performed by a Selection Committee appointed by Owner. After review of the written submittals, the Selection Committee will rank the proposers. The three highest ranking proposers will be interviewed. Upon completion of the interviews, the Selection Committee will rank the three candidates based both on their written proposal and their interview. The Selection Committee may request clarifying information of any Proposer during the evaluation process which should be provided in a timely manner.

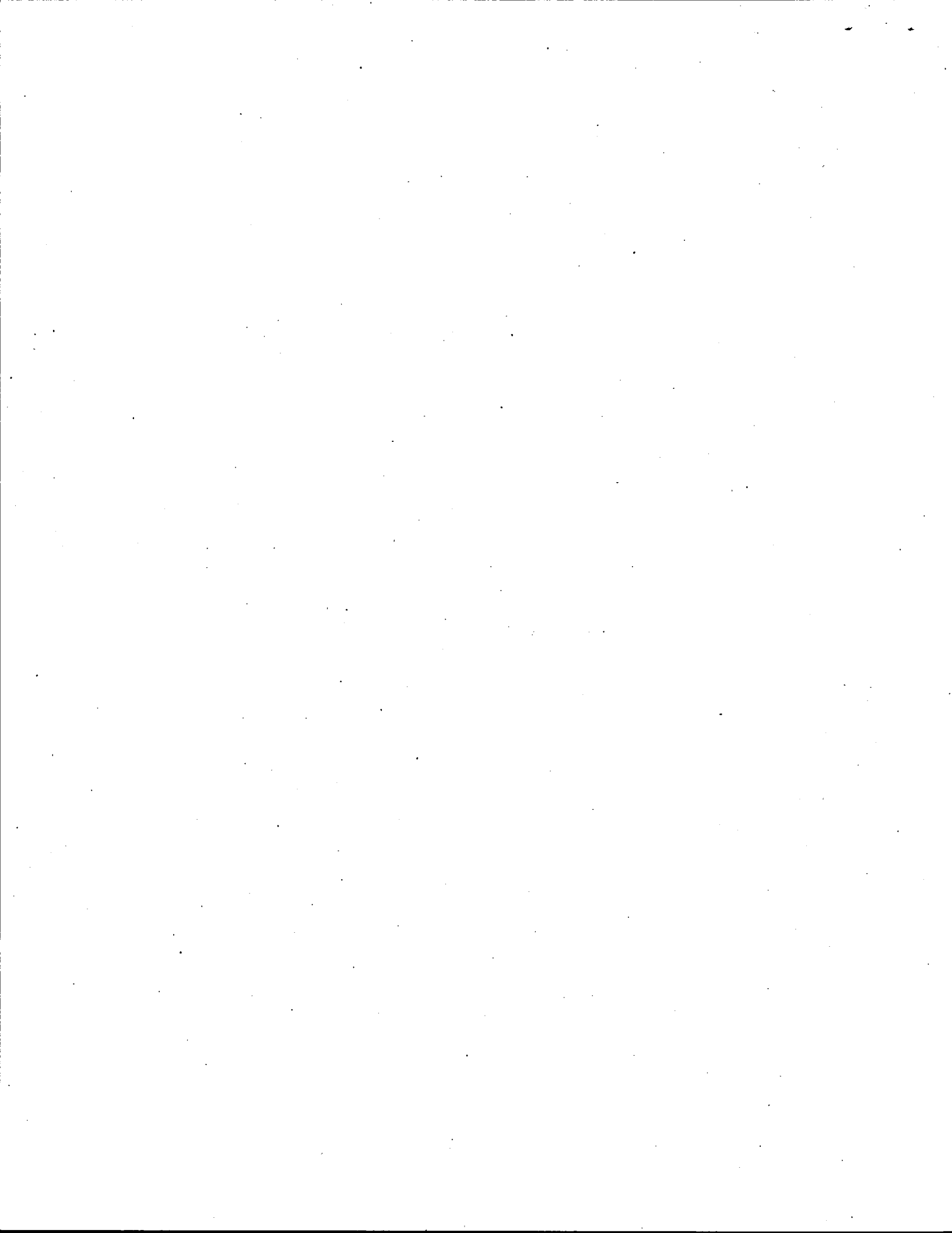
10.2 Evaluation Criteria

The Selection Committee will evaluate information provided in the written Proposals and the interviews to rank the candidates in order of suitability to meet Owner's needs. Criteria to be used for evaluation are

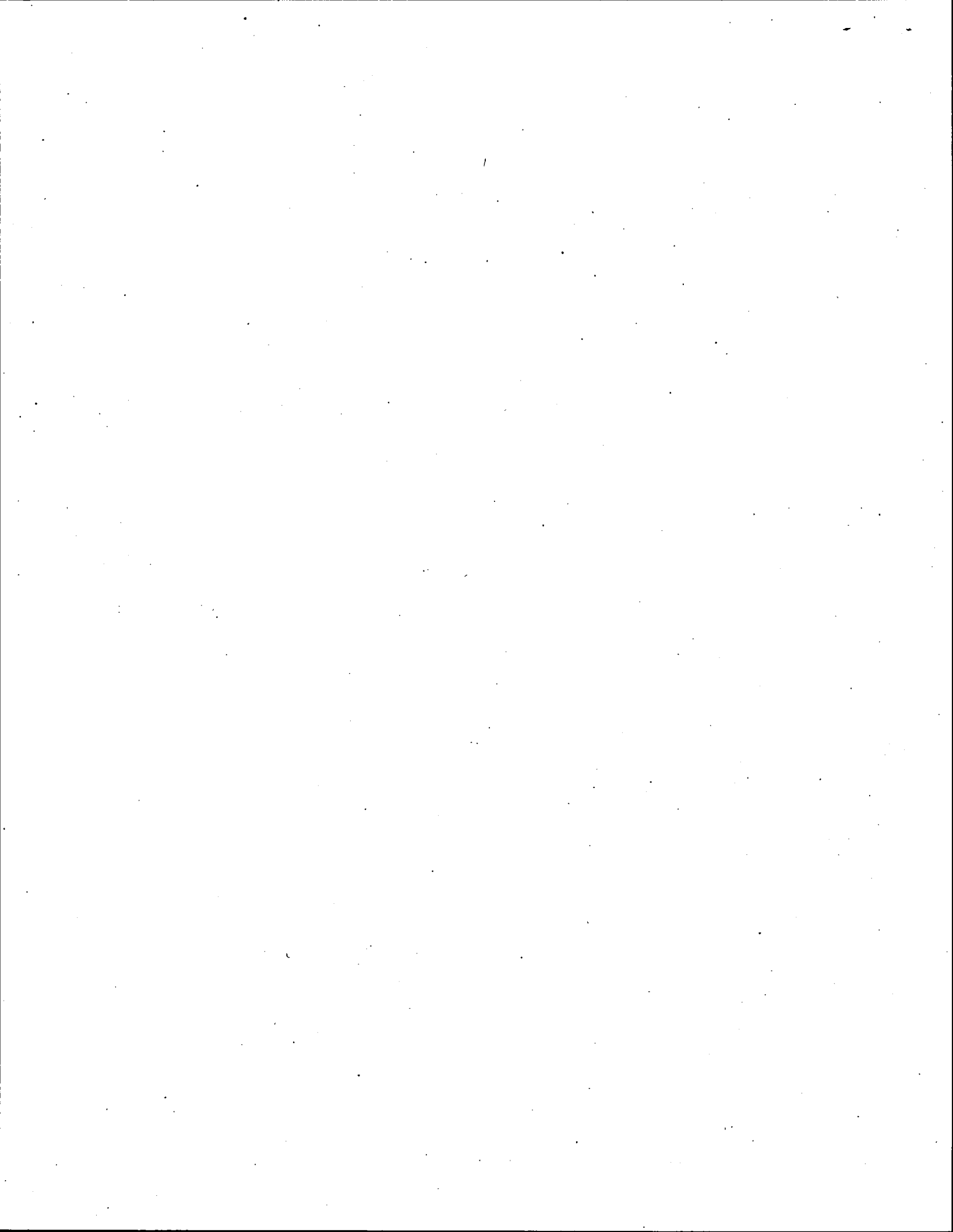
as follows, listed in order of importance with the most important criteria listed first.:

- A. Project Approach and Management Plan
- B. CM/GC Project Team
- C. Past Experience of the Firm
- D. Fee Proposal
- E. Project Cost, Schedule and Quality Controls
- F. Past Utilization of M/WBE subcontractors

End of Request for Proposals



APPENDIX A
STANDARD GENERAL CONDITIONS



METRO
STANDARD GENERAL CONDITIONS FOR
CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENTS

TABLE OF SECTIONS

SECTION A

GENERAL PROVISIONS

- A.1 | DEFINITION OF TERMS
- A.2 | SCOPE OF WORK
- A.3 | CONTRACT DOCUMENTS
- A.4 | INTERPRETATION OF DOCUMENTS
- A.5 | EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE
- A.6 | INDEPENDENT CONTRACTOR STATUS

SECTION B

ADMINISTRATION OF THE CONTRACT

- B.1 | CONTRACTOR'S MITIGATION OF IMPACTS
- B.2 | MATERIALS AND WORKMANSHIP
- B.3 | PERMITS
- B.4 | COMPLIANCE WITH GOVERNMENT REGULATIONS
- B.5 | SUPERINTENDENCE
- B.6 | INSPECTION
- B.7 | SEVERABILITY
- B.8 | ACCESS TO RECORDS
- B.9 | WAIVER
- B.10 | ASSIGNMENT/SUBCONTRACT
- B.11 | SUCCESSORS IN INTEREST
- B.12 | OWNER'S RIGHT TO DO WORK
- B.13 | OTHER CONTRACTS

SECTION C

WAGES AND LABOR

- C.1 | MINIMUM WAGES RATES ON PUBLIC WORKS
- C.2 | PAYROLL CERTIFICATION REQUIREMENT
- C.3 | PROMPT PAYMENT AND LIABILITY FOR CLAIMS
- C.4 | PAYMENT FOR MEDICAL CARE
- C.5 | HOURS OF LABOR

SECTION D
CHANGES IN THE WORK

- D.1 | CHANGES IN THE WORK
- D.2 | DELAYS
- D.3 | CLAIMS REVIEW PROCESS

SECTION E
PAYMENTS

- E.1 | SCHEDULE OF VALUES
- E.2 | APPLICATIONS FOR PAYMENT
- E.3 | PAYROLL CERTIFICATION REQUIREMENT
- E.4 | DUAL PAYMENT
- E.5 | RETAINAGE
- E.6 | FINAL PAYMENT

SECTION F
JOB SITE CONDITIONS

- F.1 | USE OF PREMISES
- F.2 | PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC
- F.3 | CUTTING AND PATCHING
- F.4 | CLEANING UP
- F.5 | ENVIRONMENTAL CONTAMINATION
- F.6 | ENVIRONMENTAL CLEAN-UP
- F.7 | FORCE MAJEURE

SECTION G
BONDING AND INSURANCE

- G.1 | PERFORMANCE AND PAYMENT BONDS
- G.2 | INSURANCE

SECTION H
SCHEDULE OF WORK

- H.1 | CONTRACT PERIOD
- H.2 | SCHEDULE

SECTION I

CORRECTION OF WORK

- I.1 | CORRECTION OF WORK BEFORE FINAL PAYMENT
- I.2 | WARRANTY WORK

SECTION J

SUSPENSION / TERMINATION OF THE WORK

- J.1 | OWNER'S RIGHT TO SUSPEND THE WORK
- J.2 | CONTRACTOR'S RESPONSIBILITIES
- J.3 | COMPENSATION FOR SUSPENSION
- J.4 | OWNER'S RIGHT TO TERMINATE CONTRACT
- J.5 | TERMINATION FOR CONVENIENCE
- J.6 | ACTION UPON TERMINATION

SECTION K

CONTRACT CLOSE-OUT

- K.1 | RECORD DRAWINGS
- K.2 | OPERATION AND MAINTENANCE MANUALS
- K.3 | RELEASE OF LIENS AND CLAIMS
- K.4 | NOTICES
- K.5 | TRAINING
- K.6 | EXTRA MATERIALS
- K.7 | ENVIRONMENTAL CLEAN-UP
- K.8 | CERTIFICATE OF OCCUPANCY
- K.9 | OTHER CONTRACTOR RESPONSIBILITIES

SECTION L

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- L.1 | LAWS TO BE OBSERVED
- L.2 | FEDERAL AGENCIES
- L.3 | STATE AGENCIES
- L.4 | LOCAL AGENCIES

METRO
STANDARD GENERAL CONDITIONS FOR
CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENTS

SECTION A
DEFINITION OF TERMS

A.1 DEFINITION OF TERMS

In the Contract Documents the following terms shall be as defined below:

ARCHITECT/ENGINEER means the person, firm, or corporation, so identified, appointed by the Owner to make drawings and specifications and to provide contract administration of the Work contemplated by the Contract.

BID means a competitive offer, which is binding on the offerer, in which price, delivery (or project completion), and conformance to specification and the requirements of the Invitation to Bid shall be the predominant award criteria.

BIDDER is an individual, firm, or corporation who submits a Bid in response to a public contracting agency's Invitation to Bid or the Construction Manager/General Contractor Invitation to Bid.

CLAIM is a resubmitted change request which has been previously denied by the Owner's Authorized Representative.

CONSTRUCTION MANAGER/GENERAL CONTRACTOR, means the individual, firm, or corporation awarded the Contract for the Work contemplated. The Construction Manager/General Contractor will be referred to as **CONTRACTOR** throughout the Standard General Conditions.

CONTRACT is the written agreement between the Owner and the Construction Manager/General Contractor describing the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS consist of the Advertisement Document, Invitation to Bid including any bid addenda, Instructions to Bidders, General Conditions, Special Conditions, if any, accepted Bid, the Contract and Amendments thereto, if any, Performance Bond, Plans, Specifications, approved shop drawings, and approved change orders.

CONTRACTOR'S FEE shall mean the sum payable to the Construction Manager/General Contractor by the Owner for the performance of the Contract

determined as a percentage of the cost of the Work, as stated in the Agreement. The Contractor's Fee shall be included in the Guaranteed Maximum Price (GMP).

CONTRACT PERIOD, as set forth in these Contract Documents, shall begin with the issuance of the Notice to Proceed and conclude upon Final Completion.

CONTRACTOR SELECTION PROCESS is the means used to select the Construction Manager/General Contractor for the Work. Includes the issuance of a Request for Proposal (RFP), the review of the RFP's received from contractors, the selection of the contractors to be interviewed, the interviewing of the contractors and the selection of the contractor to be the Construction Manager/General Contractor for the Work.

COSTS OF THE WORK and COSTS TO BE REIMBURSED shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Work except with the prior consent of the Owner or as otherwise required by any other provisions of the Standard General Conditions. Costs are further defined as follows:

1. Labor Costs shall mean the wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's agreement, at off-site workshops; wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Owner's agreement; wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops, or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work; costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by laws or collective bargaining agreements. For personnel not covered by such agreements, payment for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions will be paid at an agreed upon percent of employee direct salary.
2. Subcontract Costs shall mean payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.
3. Materials and Equipment Costs, shall mean those incorporated or to be incorporated in the completed construction, including transportation costs and materials in excess of those actually installed, but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work, or at the Owner's option shall be sold by the Contractor. Amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

4. Other Materials and Equipment Costs, including transportatio costs, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site and fully consumed in the performance of the Work, and costs less salvage value on such items if not fully consumed, whether sold to others or retained by the Contractor; cost for items previously used by the Contractor (cost for items previously used by the Contractor shall mean fair market value); rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site, whether rented by the Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof; rates and quantities of equipment rented shall be subject to the Owner's prior approval .
5. Miscellaneous Costs shall include the portion of premiums and bonds directly attributable to the Work; sales, use or similar taxes imposed by a government authority which are related to the Work and for which the Contractor is liable; fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay; fees of testing laboratories for tests required by the Contract Documents, except those specifically stated to be paid for by the Owner and those related to defective or nonconforming work for which reimbursement is excluded; the cost of defending suits or claims for infringement of patent rights arising from such requirements by the Contract Documents; payments made in accordance with legal judgements against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent, provided however, that such costs of legal defenses, judgements and settlements shall not be included in the calculation of the Contractor's Fee of a Guaranteed Maximum Price, and provided that such royalties, fees, and costs are not excluded by other provisions of the Contract Documents; and deposits lost for other than the Contractor's fault or negligence.
6. Costs Not To Be Reimbursed shall include salaries and other compensation of the Contractor's personnel stationed at the Contractors principal office other than the site office, except as specifically provided in Labor Costs; expenses of the Contractor's principal office; overhead and general expenses except as may be permitted elsewhere in these General Conditions; rental costs of machinery and equipment except as may be permitted elsewhere in these General Conditions; any costs due to the fault or negligence of the Contractor, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable,

including but not limited to costs for the correction of damaged, defective or nonconforming work, disposal and replacement of materials and equipment incorrectly ordered or supplies, and making good damage to property not forming part of the Work .

DAYS are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

FINAL COMPLETION means the final completion of all requirements under the Contract, including Contract Closeout (Section K) and that the final payment may be made and all retainage, if any, released.

FORCE MAJEURE means an inevitable act, event, happening, or occurrence which results entirely from natural causes and is in no sense attributable to human agency.

GUARANTEED MAXIMUM PRICE (GMP) shall mean the cost of the Work plus Contractor's Fee. The GMP shall be prepared by the Contractor in consultation with the Owner and Architect and shall incorporate such value engineering modifications to the drawings and specifications, to which the Owner, architect, and Contractor mutually agree. The establishment of the GMP shall be accomplished by Change Order. In the event that the actual and final cost of the Work plus the Contractor's Fee is less than the final GMP, as adjusted by Change Order, the difference will be given to the Owner.

Following preparation of the GMP, the Contractor shall provide to the Owner and Architect a complete copy of the GMP estimate, including all details which comprise the cost of the Work and the Contractor's Fee.

MINORITY OR WOMEN BUSINESS ENTERPRISE, as defined in ORS 200.005, means a small business concern which is at least 51 percent (51%) owned by one or more minorities or women, or in the case of a corporation, at least 51 percent (51%) of the stock of which is owned by one or more minorities or women, and whose management and daily business operations are controlled by one or more such individuals. For projects of Metro, a minority or women's business enterprise must be registered and certified by the Office of Minority, Women and Emerging Small Business.

MINORITY INDIVIDUAL, as defined in ORS 200.005, means a person who is a citizen or lawful permanent resident of the United States.

NOTICE TO PROCEED is official written notice from the Owner indicating that all initial contract requirements, including the Contract, performance bond, and certificates of insurance, have been fully executed and submitted in a suitable form

and that the Contractor may proceed with the Work defined in the Contract Documents.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense, overhead and profit) and shall not be charged as direct cost of the Work; personnel above the level of foreman (i.e., superintendents and project managers); equipment owned or leased by the Contractor (i.e., job trailers, small tools); expenses of the Contractor's offices including personnel; and overhead and general administrative expenses.

OWNER means Metro.

OWNER'S AUTHORIZED REPRESENTATIVE means those individuals identified in writing by the Owner to act on behalf of the Owner for the Work.

PLANS are the drawings which show the location, type, dimensions, and details of the Work to be done under the contract.

PROJECT means the specific Work to be performed as described in the Contract Documents.

PUNCH LIST is the list of work yet to be completed or deficiencies which need to be corrected in order to achieve final completion of the contract.

PURCHASING AGENT means agent of the issuing agency as identified in the Contract Documents.

SOLICITATION DOCUMENTS include the Request for Proposal (RFP).

SPECIFICATIONS are this publication and all publications to which are referred in this publication as well as supplemental specifications, special provisions, and documents referred to and/ or bound with the Contract Documents; together with all signed, written agreements pertaining to the method and manner of doing the Work, or to the quantities or qualities of materials to be furnished under the Contract.

SUBCONTRACTOR means the individual, firm, or corporation having a direct contract with the Contractor, or another subcontractor, to perform a portion of one or more items of the Work.

SUBSTANTIAL COMPLETION means the date when the Owner accepts in writing the construction, alteration or repair of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. (Refer also to Section K.4.)

SUBSTITUTIONS are items that are the same or better in function, performance, reliability, quality, and general configuration as that product(s) specified. Approval of the substitute item shall be solely determined by the Owner's Authorized Representative. The decision of the Owners Authorized Representative is final.

WOMAN, as defined in ORS 200.005, means a person of the female sex who is a citizen or lawful permanent resident of the United States.

WORK means the furnishing of all materials, equipment, labor, and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

A.2 SCOPE OF WORK

The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction work in connection with the Project described in the Contract Documents. The Contractor shall perform other work necessary to render the Project complete and usable.

A.3 CONTRACT DOCUMENTS

The Contract Documents consist of the Solicitation Documents, General Conditions, Special Conditions, if any, Guaranteed Maximum Price (GMP) the Contract and Amendments thereto, if any, Performance Bond, Plans, Specifications, approved shop drawings, and approved change orders.

A.4 INTERPRETATION OF DOCUMENTS

A.4.1 The Contract Documents are intended to be complementary. Whatever is called for or in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations shall be based on the following priorities:

1. The Contract, and Amendments to same, with those of later date having precedence over those of an earlier date;
2. The Special Conditions;
3. The General Conditions of the Contract;
4. Specifications and Plans and notes on Plans.

A.4.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's Authorized Representative's interpretation in writing.

A.4.3 If the Contractor finds discrepancies in, or omissions from, the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner's Authorized Representative. Contractor shall not proceed without direction in writing from the Owner's Authorized Representative.

A.4.4 Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference is specific or by implication shall mean the latest standard specification, manual, code or laws or regulations in effect in the jurisdiction where the project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.5 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

It is understood that the Contractor, when responding to the Solicitation Documents, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner shall in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/ Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

A.6 INDEPENDENT CONTRACTOR STATUS

The service or services to be rendered under this Contract are those of an independent contractor. Contractor is not an officer, employee or agent of the Owner as those terms are used in ORS.30.265.

SECTION B
ADMINISTRATION OF THE CONTRACT

B.1 CONTRACTOR'S MITIGATION OF IMPACTS

B.1.1 The Contractor is responsible for mitigating any impacts to the Project, including authorized changes, which may affect cost, schedule or quality.

B.1.2 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and subcontractors to the Project.

B.2 **MATERIALS AND WORKMANSHIP**

B.2.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents. Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.

B.2.2 The Contractor is responsible for performing the Work as required by the Contract Documents. Defective work shall be corrected at the Contractor's expense.

B.2.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the Owner's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Owner's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

B.2.4 Contractor shall furnish adequate facilities, as required, for the Owner's Authorized Representative to have safe access to the Work (walkways, railings, ladders, tunnels, platforms, etc.). Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.

B.2.5 The Contractor shall furnish samples of materials for testing by the Owner's Authorized Representative and include the cost of the samples in the Contract Price.

B.3 **PERMITS**

Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Special Conditions, for the construction of the work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental, etc., as required for the Project. Contractor shall be responsible for all violations of the law in connection with the construction, or caused by obstructing streets, sidewalks, or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The contractor shall defend all suits or claims for infringement of any patent rights and save harmless and blameless from loss, on account thereof, Metro, and its departments, Councilors, members and employees.

B.4 **COMPLIANCE WITH GOVERNMENT REGULATIONS**

- B.4.1** Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Damages or costs resulting from noncompliance shall be the responsibility of Contractor.
- B.4.2** Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and Contractor shall not discriminate against minority, women or
- (a) emerging small business enterprises in the awarding of subcontracts.
 - (b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.
 - (c) failure to comply with any or all of the requirements of B.4.1 through B.4.3 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.
- B.4.3** Unless contrary to federal law, Contractor shall certify that it shall not accept a bid or proposal from subcontractors to perform work as described in ORS 701.005 under this Contract unless such subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids or proposals to the Contractor.
- B.4.4** Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing work under this Contract holds a valid landscape contractor's license issued pursuant to ORS.671.560.

B.5 **SUPERINTENDENCE**

Contractor shall keep on the site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner, and who shall represent the Contractor on the site. Directions given to the superintendent by the Owner's Authorized Representative shall be confirmed in writing to the Contractor.

B.6 **INSPECTION**

B.6.1 Owner's Authorized Representative shall have access to the Work at all times.

B.6.2 Inspection of the Work shall be made by the Owner's Authorized Representative at its discretion. Any work found to be not in conformance with the Contract Documents, in the sole discretion of the Owner's Authorized Representative, shall be removed and replaced at the Contractor's expense.

B.6.3 As required by the Contract Documents, work done or material used without inspection or testing by the Owner's Authorized Representative may be ordered removed at the Contractor's expense.

B.6.4 If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the Owner's Authorized Representative, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner's Authorized representative, the uncovering and restoration shall be paid for as a change order.

B.7 **SEVERABILITY**

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B.8 **ACCESS TO RECORDS**

B.8.1 Contractor shall keep, at all times on the Work site, a copy of the complete Contract Documents and current as-builts, and shall at all times give the Owner's Authorized Representative access thereto.

B.8.2 The Owner and its duly authorized representatives shall have access, for a period not less than three (3) years, to books, documents, papers and records of Contractor which are pertinent to the Contract including records pertaining to overhead and indirect cost pools, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all pertinent records until all litigation is resolved. The Owner and/or its agents shall continue to be provided full access to the records during litigation.

B.9 **WAIVER**

Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

B.10 **ASSIGNMENT/ SUBCONTRACT**

Contractor shall not assign, sell, or transfer rights, or delegate responsibilities under this Contract, in whole or in part, without the prior consent of the Owner. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred .

B.11 SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective successors and assigns.

B.12 OWNER'S RIGHT TO DO WORK

At any time and without prejudicing this Contract, the Owner may perform work with its own personnel or separate contractor. The Contractor shall fully cooperate with any and all Owner forces without additional cost to the Owner.

B.13 OTHER CONTRACTS

In all cases and at any time, the Owner has the right to execute other contracts related to, or unrelated to, the Work of this Contract. The Contractor of this Contract shall fully cooperate with any and all other contractors without additional cost to the Owner

SECTION C
WAGES AND LABOR

C.1 MINIMUM WAGE RATES ON PUBLIC WORKS

The contractor, and all subcontractors and suppliers, shall be required to comply with ORS 279.350 through 279.354 and ensure that all workers are paid not less than, and in accordance with, the Prevailing Wages published by the Oregon Bureau of Labor and Industries

The contractor is required to pay a fee equal to one-tenth of one percent (.1 percent) of the price of the contract, but not less than \$100 nor more than \$5,000, under ORS 279.352 (2) and section 5 (1), ch 594, 1995 Oregon Laws. The fee shall be paid on or before the first progress payment or 60 days from the date work first began on the contract, whichever comes first. The fee is payable to the Bureau of Labor and Industries at the following address:

Bureau of Labor and Industries
Wage and Hour Division
Prevailing Wage Unit
800 NE Oregon Street, #32
Portland, OR 97232

C.2 PAYROLL CERTIFICATION REQUIREMENT

- C.2.1** The Contractor and its subcontractors shall submit complete weekly certified statements of payrolls for the week immediately preceding each submission as follows:
- C.2.2** For projects of less than 90 days, the weekly certified statements of payroll shall be submitted:
- (a) once before the first payment is made to the Contractor by the public agency; and
 - (b) once before the final payment (covering the last full week of work on the project) is made to the Contractor by the public agency.
- C.2.3** For projects exceeding 90 days, the weekly certified statements of payroll shall be submitted:
- (a) once before the first payment is made to the Contractor by the public agency;
 - (b) at 90 day intervals thereafter; and
 - (c) once before the final payment (covering the last full week of work on the project) is made to the Contractor by the Owner.
- C.2.4** Payroll and Certified Wage Statement forms are available at any BOLI office. The forms must be submitted to the public agency at the times indicated in C.2.2 and C.2.3. Payroll and certified statement records must be kept by the Contractor for three (3) years from the date of Final Completion of the Contract.

C.3 PROMPT PAYMENT AND LIABILITY FOR CLAIMS

- C.3.1** The Contractor shall:
- C.3.1** Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract. Further, Contractor shall include the following provisions in each subcontract for property, materials, or services:
- (a) a payment clause that obligates the Contractor to pay the subcontractor or material supplier for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to Contractor by Owner:

- (b) a clause requiring the Contractor to pay the subcontractor an interest penalty on amounts due and unpaid under C.3.1.2(a) at the rate of one and one-half percent (1.5%) per month from the day after the required payment date until the day of actual payment and;
- (c) a clause which requires each of Contractor's subcontractors to include, in each of their contracts with lower-tier subcontractors or suppliers, provisions to the effect that the subcontractor shall pay its lower-tier subcontractors and suppliers in accordance with the provisions of subsections (a) and (b), above and requiring each of their subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from such Contractor or subcontractor incurred in the performance of the Contract .

C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.

C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

C.3.2 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

C.3.3 All employers working under this Contract are subject employers which must comply with ORS 656.017 relating to providing Workers' Compensation coverage.

C.4 **PAYMENT FOR MEDICAL CARE**

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury to the employees of such Contractor, all sums of which the Contractor agrees to pay for such services, and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 **HOURS OF LABOR**

No person shall be employed to perform work under this Contract for more than eight hours in any one day or forty hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay for all time in excess of eight hours a day or for work performed on Saturday and on any legal holiday. This section C.5 shall not apply to Contractor's work under this Contract if Contractor is currently a party to a collective bargaining agreement with any labor organization.

SECTION D **CHANGES IN THE WORK**

D.1 CHANGES IN WORK

- D.1.1** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of the Owner's Authorized Representative.
- D.1.2** It is mutually agreed that changes in plans, quantities, or details of construction are inherent to the nature of construction, and may be necessary or desirable during the course of construction. The Owner's Authorized Representative may, at any time, without notice to the sureties, either increase or decrease the amount of work to be performed under the Contract. Without impairing the Contract, the Owner reserves the right to require changes determined necessary or desirable to complete the proposed construction within the general scope of the Contract. These changes may include, but are not limited to:
- (a) specifications and design;
 - (b) increases or decreases in quantities;
 - (c) additional work;
 - (d) elimination of any Contract item;
 - (e) duration of project;
 - (f) acceleration or delay in performance of work.
- D.1.3** The Owner and Contractor agree that changes shall be administered and negotiated according to the following:

Any Contract Amendment including change orders, extra work, field orders, or other changes in the Contract Documents which modifies the original Contract, may be made with the Contractor without competitive bidding subject to the following conditions: the original Contract was let by competitive procurement, unit prices or solicitation alternates were provided that established the cost for additional work, and a binding obligation exists on the parties covering the terms and conditions of the

additional work. Where unit prices or solicitation alternates do not establish the cost for additional work, the limits of OAR 125-310-150 shall apply.

D.1.4 In the event there are any changes or extra work of a class not covered by the prices included in the Contract Documents, the basis of payments shall be agreed upon in writing between the Parties to the Contract before the Work is done. If basis for payment cannot be agreed upon prior to the beginning of the Work, and if so directed by the Owner's Authorized Representative, then work shall be performed on the basis of furnishing direct labor, equipment, and material costs on all work performed. In either case, in addition to direct costs, up to the following amounts may be added to the Contractor's or subcontractors direct costs to cover overhead expenses for work performed with their own forces:

Labor	15%
Equipment	10%
Materials	10%

When work is performed by an authorized subcontractor, the Contractor shall be allowed a supplemental mark up on each piece of subcontract work covered by the change order up to the following:

\$0.00 - \$2,000.00	10%
Over \$2,000.00	5%

These payments made to the Contractor shall be complete compensation for overhead, profit, and all other costs that were incurred by the Contractor or by other forces furnished by the Contractor, including subcontractors. These payments apply to all change order work. No other reimbursement, compensation, or payment shall be made.

D.1.5 If any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the Work under this Contract, the Contractor must submit a written statement setting forth the nature and specific extent of the claim, including all time and cost impacts against the Contract as soon as possible, but no later than 30 days after receipt of any written notice of modification of the Contract. (Refer also to Section H. 1.4 for notification.)

D.1.6 No claim by the Contractor for additional costs shall be allowed if made after receipt of final payment application under this Contract.

D.1.7 All change order work shall be executed under the conditions of the Contract Documents except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

D.1.8 Deductive changes are those which reduce the scope of the Work. All deductive changes shall be negotiated using the percentages for labor, equipment, material and subcontractor markups in D.1.4.

D.1.9 It is understood that changes in the Work are inherent to construction of this type. The number of changes, the scope of those changes, and the impact they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes are anticipated and that there shall be no compensation made to Contractor directly related to number of changes. Each change shall be evaluated for extension of Contract time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

D.2.1 If the Contractor is delayed by any actions of the Owner, Owner's Authorized Representative, or any other employee or agent of the Owner, or by separate contractor employed by the Owner, or by Force Majeure, the Contractor shall submit a written notification of the delay to the Owner's Authorized Representative within two working days of the delay. This notice shall state the cause of the potential delay, the project components impacted by the delay, and the anticipated time extension necessary to compensate for the delay. Within seven days after the cause of the delay has been mitigated, or in no case more than 30 days after the initial notice, the Contractor shall submit to the Owner's Authorized Representative, a complete and detailed request for additional time resulting from the delay. The request shall be reviewed as described in Section D.3 Claims Review Process.

D.2.2 Avoidable delays include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, including, but not limited to, the following:

- (a) delays which may in themselves be unavoidable, but which affect only a portion of the Work, and do not necessarily prevent or delay the prosecution of other parts of the Work, nor the completion of the whole Work within the contract time;
- (b) delays which do not impact activities on the accepted critical path schedule;
- (c) time associated with the reasonable interference of other contractors employed by the Owner, which do not necessarily prevent the completion of the whole Work within the contract time.

D.2.3 Unavoidable delays include those which result from causes beyond the control of the Contractor, and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors. Delays caused by Force Majeure, war, public enemy, freight embargoes, and strikes which occur despite the Contractor's reasonable efforts to avoid them, shall be considered as unavoidable.

D.2.4 The Owner may grant a time extension for avoidable delay, if the Owner deems it is in its best interest. Time extensions for avoidable or unavoidable delays shall not be compensable. Only delays within the reasonable control of the Owner shall be compensable.

D.2.5 Claims by the Contractor based on adverse weather conditions must be substantiated by documentation that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the Project. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the work, which might reasonably have been anticipated from the previous ten (10) years historical records of the general locality of the work, shall not be construed as abnormal. It is hereby agreed that rainfall greater than the following cannot be reasonably anticipated:

- (a) daily rainfall equal to, or greater than 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25%) or more;
- (b) daily rainfall equal to, or greater than, 0.75 inch at any time.

The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce nearest the project site shall be considered the official agency of record for weather information.

D.2.6 If the Contractor discovers site conditions which differ materially from what was represented in the Contract Documents, or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents, the Contractor shall notify the Owner's Authorized Representative immediately and before the area has been disturbed. The Owner's Authorized Representative shall investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents, or those which could reasonably be expected in execution of this particular Contract. If it is determined that some differing site conditions exist, any compensation or credit shall be determined based on Section D.1., Changes. If the Contractor does not concur with the decision of the Owner's Authorized Representative and/or believes that it is entitled to additional compensation, the Contractor may proceed to file a claim.

D.3 CLAIMS REVIEW PROCESS

D.3.1 All Contractor claims shall be referred to the Owner's Authorized Representative for review. All claims shall be made in writing to the Owner's Authorized Representative not more than ten days from the date of the occurrence of the event which gives rise to the claim or not more than ten days from the date that the Contractor knew, or

should have known, of the problem. Unless the claim is made in accordance with these time requirements, it shall be waived.

- D.3.2** All claims shall be submitted in writing and shall include a detailed, factual statement of the basis of the claim, pertinent dates. Contract provisions which support or allow the claim, reference to, or copies of, any documents which support the claim, the exact dollar value of the claim, and specific time extension requested for the claim. If the claim involves work to be completed by subcontractors, the Contractor shall analyze and evaluate the merits of the subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner's Authorized Representative. The Owner's Authorized Representative and the Owner shall not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this Contract .
- D.3.3** The Owner's Authorized Representative shall review all claims and take one or more of the following preliminary actions within ten days of receipt of a claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the claim in whole or in part and identify the reasons for rejection; (4) recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D.3.4** The Owner's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen days of receipt of the decision. The Contractor must present written documentation supporting the claim within fifteen days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within 30 days after receiving the appeal documents.
- D.3.5** The decision of the Owner shall be final and binding unless the Contractor requests mediation within fifteen days of receipt of the Owner's decision. Both the Owner and the Contractor are obligated to participate in the mediation process prior to either or both proceeding to litigation. The mediation process is nonbinding .
- D.3.6** Should the parties arrive at an impasse regarding any claims or disputed claims, it is agreed that the parties shall submit to mediation prior to the commencement of litigation. The mediator shall be an individual mutually acceptable to both parties. Should the parties lack specific recommendations for a mediator, the parties shall look to the local circuit court or the Oregon Dispute Resolution Commission. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement on both the Owner and the Contractor. The schedule and time allowed for mediation shall be mutually acceptable.

D.3.7 Regardless of the review period or the final decision of the Owner's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease work without a written stop work order from the Owner or Owner's Authorized Representative.

SECTION E **PAYMENTS**

E.1 SCHEDULE OF VALUES

The Contractor shall submit, at least ten days prior to submission of its first application for progress payment, a schedule of values for the contracted Work. This schedule shall provide a breakdown of values for the contracted Work and shall be the basis for progress payments. The breakdown shall demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment .

E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner shall make progress payments on the Contract monthly as work progresses. Payments shall be based upon estimates of work completed and schedule of values. All payments shall be approved by the Owner's Authorized Representative. A progress payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

E.2.2 Contractor shall submit to the Owner's Authorized Representative an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to Subcontractors. Contractor shall include in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: _____ "

E.2.3 Generally, request for payment shall be accepted only for materials which have been installed. Under special conditions, payment requests for stored materials shall be accepted. Such a payment shall be subject to the following conditions:

- (a) the request for stored material shall be submitted at least 30 days in advance of the Application for Payment on which it appears; requests for payment shall be entertained for major equipment, components or expenditures only;
- (b) the Contractor shall submit invoices showing the quantity and cost of the material stored;
- (c) the material shall be stored in a bonded warehouse and Owner's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract period;
- (d) the Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed; a certificate noting this coverage shall be issued to the Owner;
- (e) payments shall be made for material only; the submitted invoice amount shall be reduced by the cost of transportation for an inspector to check the delivery at out of town storage sites;
- (f) within 60 days of the request for payment, the Contractor shall submit evidence of payment covering the material stored;
- (g) payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents;
- (h) all required documentation must be submitted with the respective Application for Payment.

E.2.4 The Owner reserves the right to withhold payment for Work which has been demonstrated or identified as failing to conform with the Contract Documents.

E.3 PAYROLL CERTIFICATION REQUIREMENT

E.3.1 Reference Section C.2 for this information

E.4 DUAL PAYMENT

Contractor shall not be compensated for work performed under this Contract from any agency other than the agency which is a party to this Contract.

E.5 RETAINAGE

E.5.1 Retainage shall be in accordance with OAR 580.50.032(10).

E.5.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed 5 percent (5%) of the payment. As work progresses, Owner may reduce the amount of the retainage and may eliminate retainage on any remaining monthly contract payments after 50 percent (50%) of the work under the Contract is completed. If, in the Owner's opinion, such work is progressing satisfactorily, elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the work is 97 1/2 percent (97.5%) completed, the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent (100%) of the value of the work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 In accordance with the provisions of OAR 580.40.0007 or OAR 580.50.032(10), Contractor may request in writing:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with Owner or in an escrow account, satisfactory to Owner, with an approved bank or trust company;
- (b) that retainage is deposited in an interest-bearing account, established through the State Treasurer, in a bank, savings bank, trust company or savings association for the benefit of the public agency, with earnings from such account accruing to the Contractor; or

Where the Owner has agreed to the Contractor's election of option (a) or (b), Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment.

E.5.1.3 The retainage held by Owner shall be included in, and paid to the Contractor as part of, the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of one and one-half percent (1.5%) per month on the final payment due Contractor, interest to commence 30 days after the Work under the Contract has been completed and accepted, and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and Owner shall, within 15 days after receiving the written notice, either accept the Work or notify the Contractor of work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15 day period.

E.5.1.4 The Owner shall reduce the amount of the retainage if the Contractor notifies of the Owner that the Contractor has deposited in a bank or trust company, in a manner

authorized by the Owner's Authorized Representative, bonds and securities of equal value of a kind approved by the Owner's Authorized Representative.

E.6 FINAL PAYMENT

Upon completion of all the work under this Contract, the Contractor shall notify the Owner's Authorized Representative in writing that he has completed his part of the Contract, and shall request final payment. Upon receipt of such notice the Owner's Authorized Representative shall inspect, and if acceptable, submit to the Owner his recommendation as to acceptance of the completed Work, and as to the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner shall notify Contractor within 15 days of Contractor's request for final payment. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Section K.3 RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due him under the provisions of these Contract Documents.

SECTION F JOB SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the Owner's Authorized Representative. Contractor shall follow the Owner's Authorized Representative's instructions regarding use of premises.

F.2 PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC

F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the Owner's Authorized Representative, Owner's workers, and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Owner, any damage, injury, or loss. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Contract Documents, and all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner's Authorized Representative. The Owner's Authorized

Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

- F.2.3** Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall report immediately in writing to the Owner's Authorized Representative all pertinent facts relating to such property damage, and the ultimate disposition of the claim for damage.
- F.2.4** Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.
- F.2.5** Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials shall be conducted so no release shall occur that may pollute or become hazardous.
- F.2.6** In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be equitably determined.

F.3 CUTTING AND PATCHING

- F.3.1** Contractor shall be responsible for coordinating all cutting, fitting, or patching of the work to make its several parts come together properly and fit to receive or be received by work of other contractors or subcontractors shown upon, or reasonably implied by the Contract Documents.
- F.3.2** Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

From time to time as may be ordered by the Owner and, in any event, immediately after completion of the Work, the Contractor shall, at his own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If

Contractor fails to do so within twenty-four hours after notification by the Owner the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 Contractor shall be held responsible for any and all releases of environmental pollution during performance of the Contract which occur as a result of, or are contributed by, actions of its agent, personnel, or subcontractors. Contractor agrees to promptly dispose of such spills or leaks to satisfaction of the Owner and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner and be performed by properly qualified personnel.

F.5.1.1 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;
- (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and;
- (c) promptly clean up, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all applicable federal, state or local statutes, rules or ordinances.

F.5.1.2 Contractor shall be liable for any and all costs, expenses, damages, claims, and causes of action, or any of them, related to or arising out of a spill, release, discharge, or leak of (or from) any environmental pollutant or hazardous substance or material, to the extent such spill, release, discharge, or leak was caused or contributed to by Contractor's (i) negligence or (ii) failure to perform in accordance with the Contract Documents. Nothing in this section F.5.1.2 shall limit Contractor's liability or responsibility under Sections G.2.1.1 and G.2.1.2 of this Contract.

F.5.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR, Part 302, Table 302.4 for hazardous substances and in OAR 340-108 for petroleum products. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) description of items released (identity, quantity, manifest no., and all other documentation required by law);
- (b) whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported;
- (c) exact time and location of release, including a description of the area involved;
- (d) containment procedures initiated;
- (e) summary of communications about the release Contractor has had with members of the press or State officials other than Owner;
- (f) description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue;
- (g) personnel injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. Hazardous substance(s) are those substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the Project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a bona fide risk or danger to the health or well being of Contractor's or any subcontractor's work force.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the project site, Owner shall arrange for the proper disposition of such hazardous substance(s) .

F.7 FORCE MAJEURE

F.7.1 Neither party of this contract shall be held responsible for delay or default caused by fire, riot, acts of God, Sovereign, public enemy, and/or war which is beyond that party's control. The Owner may terminate this contract upon written notice after determining such delay or default shall reasonably prevent successful performance of the contract.

F.7.2 In the event force majeure impacts this project, the Owner may grant a reasonable extension of time, there shall be no additional compensation paid to the Contractor.

SECTION G BONDING AND INSURANCE

G.1 PERFORMANCE AND PAYMENT BONDS

G.1.1 The Contractor shall furnish and maintain in effect at all times during the Contract Period, bonds to cover performance and payment in a sum equal to the Contract Price.

G.1.2 A surety bond furnished by a surety company authorized to do business in Oregon is the only acceptable form of performance security unless otherwise specified in the Contract Documents.

G.2 INSURANCE

G.2.1 Responsibility for Damages/ Hold Harmless:

G.2.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, his subcontractors, personnel or agents and the Contractor shall indemnify and hold harmless the Owner against any claims arising from said damage, injury, loss or expense.

G.2.1.2 Contractor shall save, defend, indemnify and hold Metro, its elected officials, departments, employees and agents (including Architect/Engineer) from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor, or its subcontractors, agents, or employees under this Contract .

G.2.2 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. The coverage indicated are minimums unless otherwise indicated by the Contract Documents.

G.2.3 Workers Compensation: The Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers Compensation coverage that satisfies Oregon Law for all their subject workers. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 each accident. Contractors who perform the work without the assistance or labor of any employee need not obtain such coverage, but shall provide an independent contractor certification statement. The Contractor shall require proof of such Workers Compensation by receiving and keeping on file a Certificate of Insurance from each subcontractor, or anyone else directly employed by either the Contractor or its subcontractors.

G.2.4 Builder's Risk Insurance

G.2.4.1 Builder's Risk: During the term of this contract, the Contractor shall maintain in force, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the contract. Any deductible shall not exceed \$50,000 each loss, except the earthquake and flood deductible shall not exceed 2 percent (2%) of each loss, or \$50,000, whichever is more.

G.2.4.2 Builder's Risk Installation Floater: The Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the work performed under this contract. The minimum amount of coverage to be carried shall be equal to the full amount of the contract. This insurance shall include as loss payees Metro, the Contractor, and its subcontractors as their interests may appear.

G.2.5 Liability Insurance

G.2.5.1 Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided for under this Contract and products/completed operations liability. Combined single limit per occurrence shall not be less than \$5 million, or the equivalent. Each annual aggregate limit shall not be less than \$5 million, when applicable. Coverage must be on an "occurrence" basis.

G.2.5.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance. This coverage may be written in combination with the Comprehensive or Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$5 million, or the equivalent.

G.2.6 Additional Insured: The liability insurance coverage, except Professional Liability, if included, required for performance of this Contract shall include Metro, its elected officials, departments, employees and agents as Additional Insureds, but only with respect to the Contractor's activities to be performed under this Contract.

G.2.7 Notice of Cancellation or Change: There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to the Owner. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the Owner.

G.2.8 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Owner prior to its issuance of a Notice to Proceed. The Certificate(s) shall specify all of the parties who are Additional Insureds (or Loss Payees). Insurance coverage required under this Contract shall be obtained from insurance companies or entities licensed to do business in the State of Oregon. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

SECTION H **SCHEDULE OF WORK**

H.1 CONTRACT PERIOD

H.1.1 Time is of the essence on this Contract. The Contractor shall at all times carry on the work diligently, without delay, and punctually fulfill all requirements herein. Contractor shall commence work on the site within 15 calendar days of Notice to Proceed, unless directed otherwise.

H.1.2 Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents.

H.1.3 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete the Work, or any part of it, after the date described in H.1.2 above.

H.1.4 Any claim for additional time shall be based on written notice stating the general nature of the request, delivered to the Owner's Authorized Representative, in accordance with D.2.1. As a part of this notice, the Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work and Final Completion of the project. Failure to submit a suitable notice within the specified time period shall result in the Contractor waiving this right to request additional time for that delay cause. This does not abrogate Section D.1.5.

H.2 SCHEDULE

H.2.1 Contractor shall provide, by or before the pre-construction conference, a detailed schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by significant project components, significant labor trades, long lead items broken down by building and/or exhibit, where applicable. Each schedule item shall account for no greater than 5% of the monetary value of the project or 5% of the available time. Schedules with activities of less than one day or valued at less than 1% of the Contract shall be considered too detailed and shall not be accepted. Schedules lacking adequate detail, or unreasonably detailed, shall be rejected.

Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules shall be updated monthly and submitted with the monthly payment application. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner, as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the contract completion date is float owned by the Project. Use of the float shall be negotiated. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract time but after Contractor's scheduled completion.

H.2.2 The Contractor warrants that it has the expertise, forces, and equipment to complete the work within the Contract Period. It further stipulates that its bid or Guaranteed Maximum Price includes all overhead and profit for the entire Contract Period.

SECTION I CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

I.2 WARRANTY WORK

Work failing to conform to the Contract Documents shall be deemed defective Contractor shall promptly remove from the premises and replace, all defective materials as determined by the Owner's Authorized Representative as failing to conform to the Contract Documents, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement.

I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless otherwise specified, Contractor shall correct any defects that appear in the Work within a period of one year from the date of acceptance by the Owner of the completed Project, except for latent defects which shall be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness.

I.2.2 This provision does not negate guarantees for periods longer than one year such guarantees required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures .

I.2.3 In addition to Contractor's warranty, manufacturers' warranties shall pass to the Owner, and shall not take effect until affected Work has been accepted in writing by the Owner's Authorized Representative.

SECTION J
SUSPENSION AND/OR TERMINATION OF
THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

J.1.1 The Owner and/or the Owner's Authorized Representative has the authority to suspend portions or all of the Work due to causes including, but not limited to:

- (a) failure of the Contractor to correct unsafe conditions;
- (b) failure of the Contractor to carry out any provision of the Contract;
- (c) failure of the Contractor to carry out orders;
- (d) conditions, in the opinion of the Owner's Authorized Representative, which are unsuitable for performing the Work;
- (e) time required to investigate differing site conditions;
- (f) any reason considered to be in the public interest.

J.1.2 Contractor and the Contractor's Surety shall be notified in writing of the effective date and time of the suspension and shall be notified in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the Project, just as if the Work were in progress. This includes, but is not limited to, protection of completed work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.

J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Project in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

J.3.1 Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If it was a Contractor caused suspension, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by the

Owner, the Contractor shall be due compensation which shall be defined using Section D, Changes. If the suspension was required through no fault of the Contractor or the Owner, neither party owes the other for the impact.

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

J.4.1 The Owner, after providing Contractor opportunity for remedy, may, without prejudice to any other right or remedy and after giving Contractor seven (7) days written notice, terminate the Contract under the conditions including, but not limited to, those listed below:

- (a) if Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and its Debtor in Possession or Trustee for the estate fail to assume the Contract within a reasonable time;
- (b) if Contractor should make a general assignment for the benefit of Contractor's creditors;
- (c) if a receiver should be appointed on account of Contractor's insolvency;
- (d) if Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to pursue the work in a timely manner;
- (e) if Contractor should repeatedly fail to make prompt payment to subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner or its representative; or
- (f) if Contractor is otherwise in material breach of any part of the Contract.

J.4.2 At any time that the above occurs, the Owner may take possession of the premises and of all materials and appliances, and finish the Work by whatever method it may deem expedient.

J.4.3 In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the unpaid balance of the Contract Price shall exceed the Owner's cost of finishing the Work (with compensation for added managerial and administrative services), such excess shall be paid to Contractor. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

J.5 TERMINATION FOR CONVENIENCE

J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of the public.

J.5.2 The Owner shall provide the Contractor and the Contractor's surety seven (7) days prior written notice of a termination for public convenience. After such notice the Contractor and the Contractor's surety shall provide the Owner with immediate and peaceful possession of the premises; materials located on and off the premises for

which the Contractor received progress payment under Section E; compensation for work terminated by the Owner under this provision shall be according to Section E. In no circumstances shall Contractor be entitled to lost profits due to termination .

J.6 ACTION UPON TERMINATION

J.6.1 Upon receiving a Notice of Termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

J.6.2 As directed by the Owner, Contractor shall upon termination transfer title and deliver to the Owner all project documents, information, and other property that, if the Contract had been completed, would be required to be furnished to the Owner.

SECTION K CONTRACT CLOSE OUT

K.1 RECORD DRAWINGS

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide to Owner's Authorized Representative record drawings of the entire Project. Record drawings shall depict the Project as constructed, and shall reflect each and every change modification and deletion made during the construction. Record drawings are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record drawings include all modifications to the contract documents as defined in Section A.3 unless otherwise directed.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed Operation and Maintenance (O & M) manuals for review by the Owner's Authorized Representative prior to submission of any pay request for more than 75% of the work. No payments beyond 75% shall be made by the Owner until the O & M Manual has been received. The O & M Manual shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturers printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds, etc. The Owner's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final

pay request, five (5) complete and approved sets of O & M Manuals shall be delivered to the Owner's Authorized Representative by the Contractor.

K.3 RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the Contractor shall submit to the Owner's Authorized Representative a notarized Release of Liens and Claims Form, which states that all subcontractors and suppliers have been paid in full, all disputes with property owners have been resolved, all obligations on the Project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the Project. The Contractor shall indemnify and hold harmless the Owner from all claims for labor and materials furnished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work.

K.4 NOTICES

K.4.1 Contractor shall provide Owner a written notice of both Substantial and Final Completion.

K.4.2 Substantial Completion of a building or exhibit shall be that degree of completion that has provided a minimum of 30 continuous days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner's Authorized Representative. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. Both completion notices must be signed by the Owner's Authorized Representative to be valid. The Owner shall be the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

K.4.3 Final Completion shall be when all work is complete in accordance with the Contract Documents. The Contractor may request a punch list be prepared by the Owner's Authorized Representative with submission of the Substantial Completion.

K.5 TRAINING

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

K.6 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications, prior to final payment. Delivery point for extra materials shall be designated by the Owner's Authorized Representative.

K.7 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion Notice, or as a separate written notice submitted with or before the Notice of Final Completion, the Contractor shall notify the Owner that all environmental pollution clean-up which was performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdictions over such environmental pollution. The notice shall indemnify and hold harmless the Owner from any claims resulting from the disposal of the environmental pollution including removal, encapsulation, transportation, handling, and disposal.

K.8 CERTIFICATE OF OCCUPANCY

The Contractor shall not be granted Final Completion or receive final payment, if the Owner has not received an unconditioned Certificate of Occupancy from the appropriate state and/or local building officials.

K.9 OTHER CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for returning to the Owner all items issued during construction such as keys, security passes, site admittance badges, and all other pertinent items. The Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion, and may not be until Final Completion, if the Owner does not take beneficial use of the buildings or exhibits and the Contractor's forces continue with their work.

SECTION L
LEGAL RELATIONS AND RESPONSIBILITY
TO THE PUBLIC

L.1 LAWS TO BE OBSERVED

The following is a list of federal, state and local agencies of which the Owner has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

L.2 FEDERAL AGENCIES

Agriculture, Department of

Forest Service

Soil Conservation Service

Coast Guard

Defense, Department of
Army Corps of Engineers

Energy, Department of
Federal Energy Regulatory Commission

Environmental Protection Agency

Health and Human Services, Department of

Housing and Urban Development, Department of
Solar Energy and Energy Conservation Bank

Interior, Department of
Bureau of Land Management
Bureau of Indian Affairs
Bureau of Mines
Bureau of Reclamation
Geological Survey
Minerals Management Service
U.S. Fish and Wildlife Service

Labor, Department of

Mine Safety and Health Administration

Occupation Safety and Health Administration

Transportation, Department of
Federal Highway Administration

Water Resources Council

L.3 STATE AGENCIES

Administrative Services, Department of

Agriculture, Department of
Soil and Water Conservation Commission

Columbia River Gorge Commission

Energy, Department of

Environmental Quality, Department of

Fish and Wildlife, Department of

Forestry, Department of

Geology and Mineral Industries, Department of

Human Resources, Department of

Insurance and Finance, Department of

Land Conservation and Development Commission

Parks and Recreation, Department of

State Lands, Division of

Water Resources Department

L.3 LOCAL AGENCIES

City Councils

County Courts

County Commissioner, Board of

Design Commissions

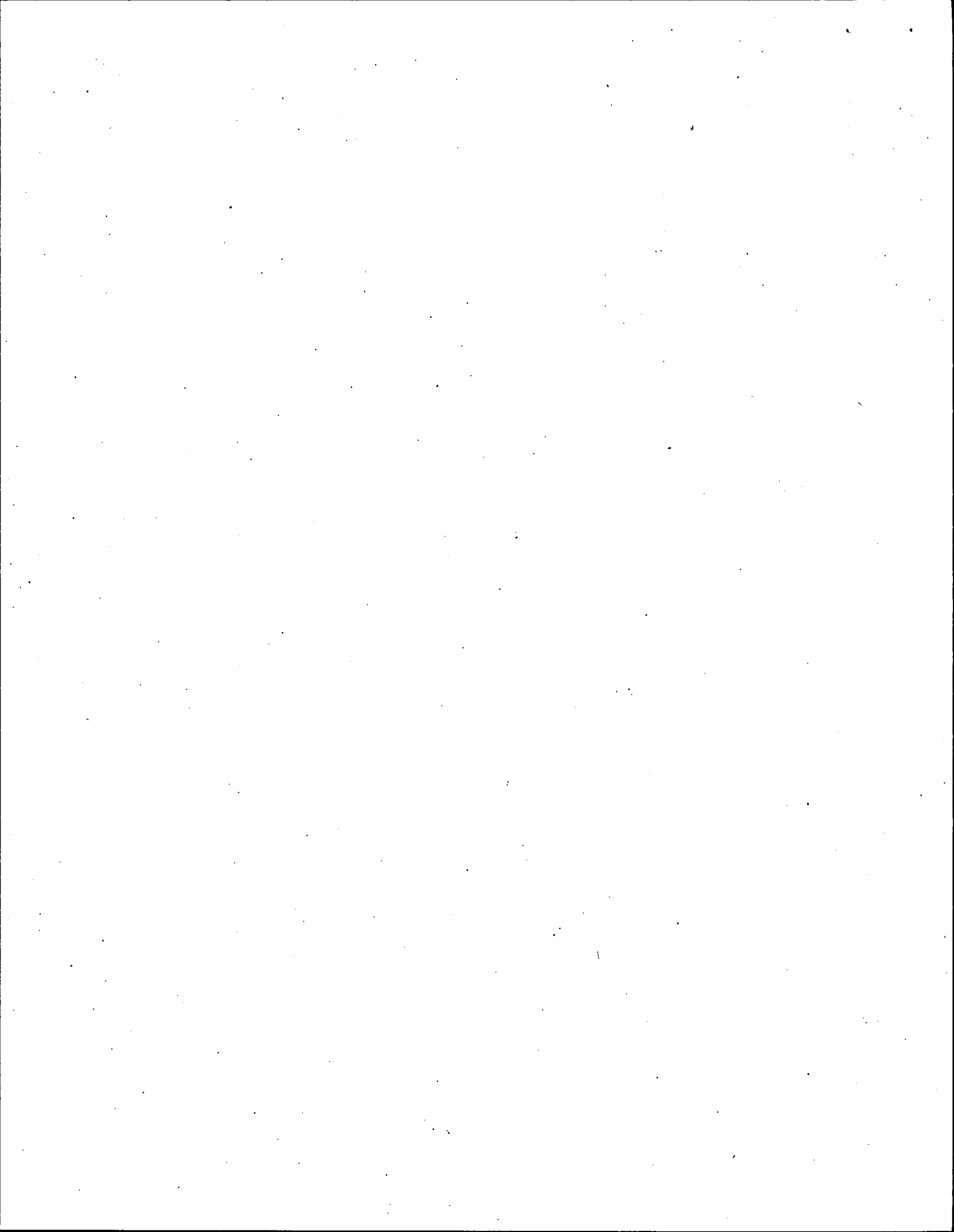
Historical Preservation Commission

Planning Commissions

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APPENDIX B

SAMPLE CM /GC AGREEMENT



**CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENT
FOR PRECONSTRUCTION SERVICES
METRO WASHINGTON PARK ZOO
OREGON PROJECT**

THIS AGREEMENT is made as of _____ between
the CONSTRUCTION MANAGER/GENERAL CONTRACTOR:

the OWNER: METRO
600 N.E. Grand Avenue
Portland, OR 97232 (503) 797-1722
FAX (503) 797-1796

WHEREAS, the OWNER desires to have the services of the CONSTRUCTION MANAGER/GENERAL CONTRACTOR to provide professional preconstruction services for the project identified as the METRO WASHINGTON PARK ZOO OREGON PROJECT; and

WHEREAS, the CONSTRUCTION MANAGER/GENERAL CONTRACTOR, is willing and able to perform professional services in connection with such work;

NOW, THEREFORE, the parties, for the considerations hereinafter named, agree as follows:

1. SERVICES

The CONSTRUCTION MANAGER/GENERAL CONTRACTOR agrees to provide Preconstruction Services as described in the Request for Proposals (RFP) and as amended herein, for the METRO WASHINGTON PARK ZOO OREGON PROJECT.

The CONSTRUCTION MANAGER/GENERAL CONTRACTOR further agrees that the following key personnel shall be assigned to this project for the life of the project and will not be reassigned without the written consent of the Owner.

The Request for Proposals (RFP), and the Owner's Standard General Conditions are incorporated by reference and shall become part of this agreement.

The CONSTRUCTION MANAGER/GENERAL CONTRACTOR shall deliver to the OWNER an acceptable Guaranteed Maximum Price prepared and submitted in accordance with the RFP.

2. COMPENSATION

The OWNER agrees to compensate the CONSTRUCTION MANAGER/GENERAL CONTRACTOR for Basic Services on a fixed fee basis.

A. Basic Services include all structural, mechanical, electrical and cost estimating/value engineering services \$_____.

3. TIME OF PERFORMANCE

This Agreement shall take effect when signed by both parties and shall continue in force, unless canceled, through December, 31, 1999.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

METRO

By_____

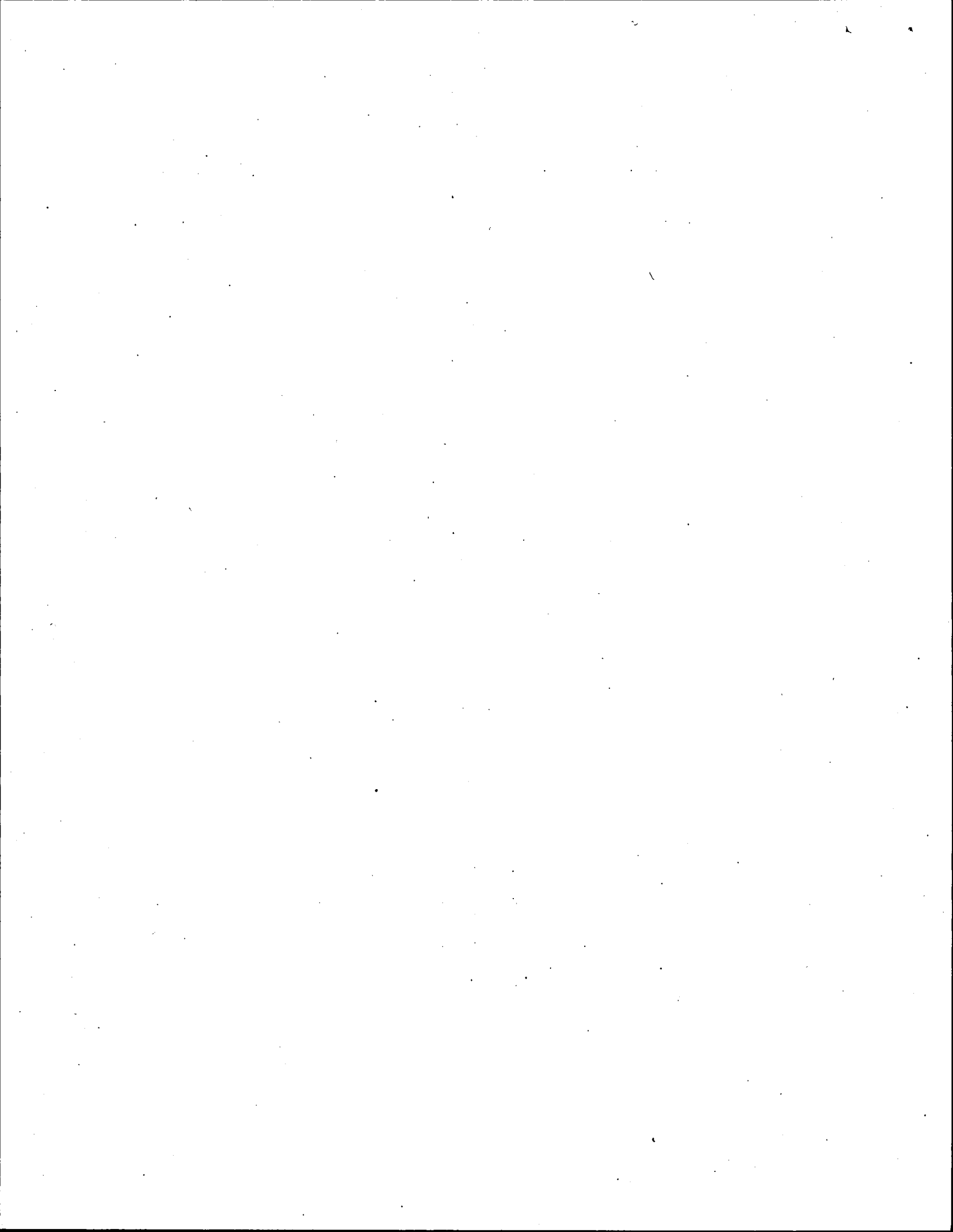
By_____

Date

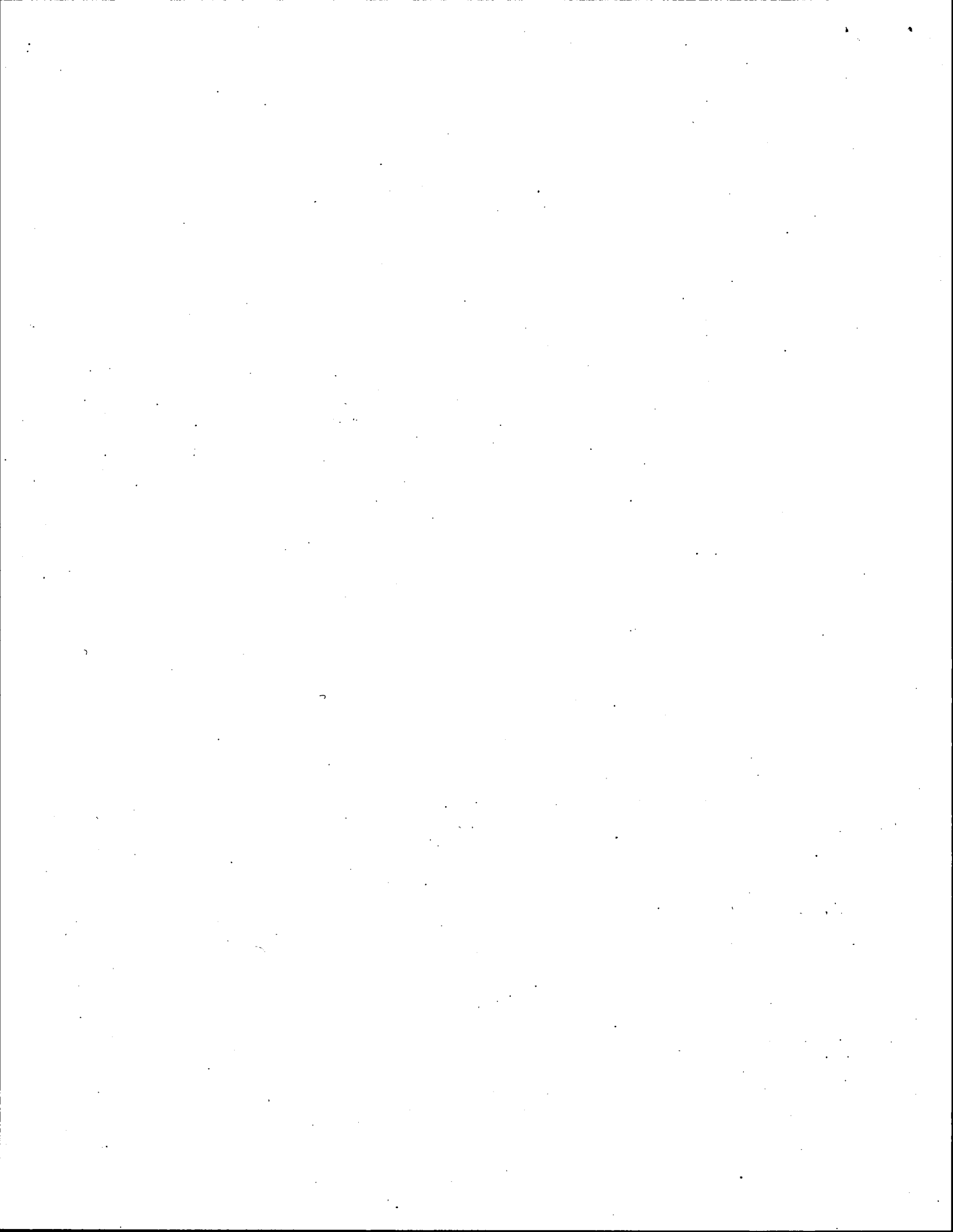
Date

APPENDIX C

MASTER SCHEDULE

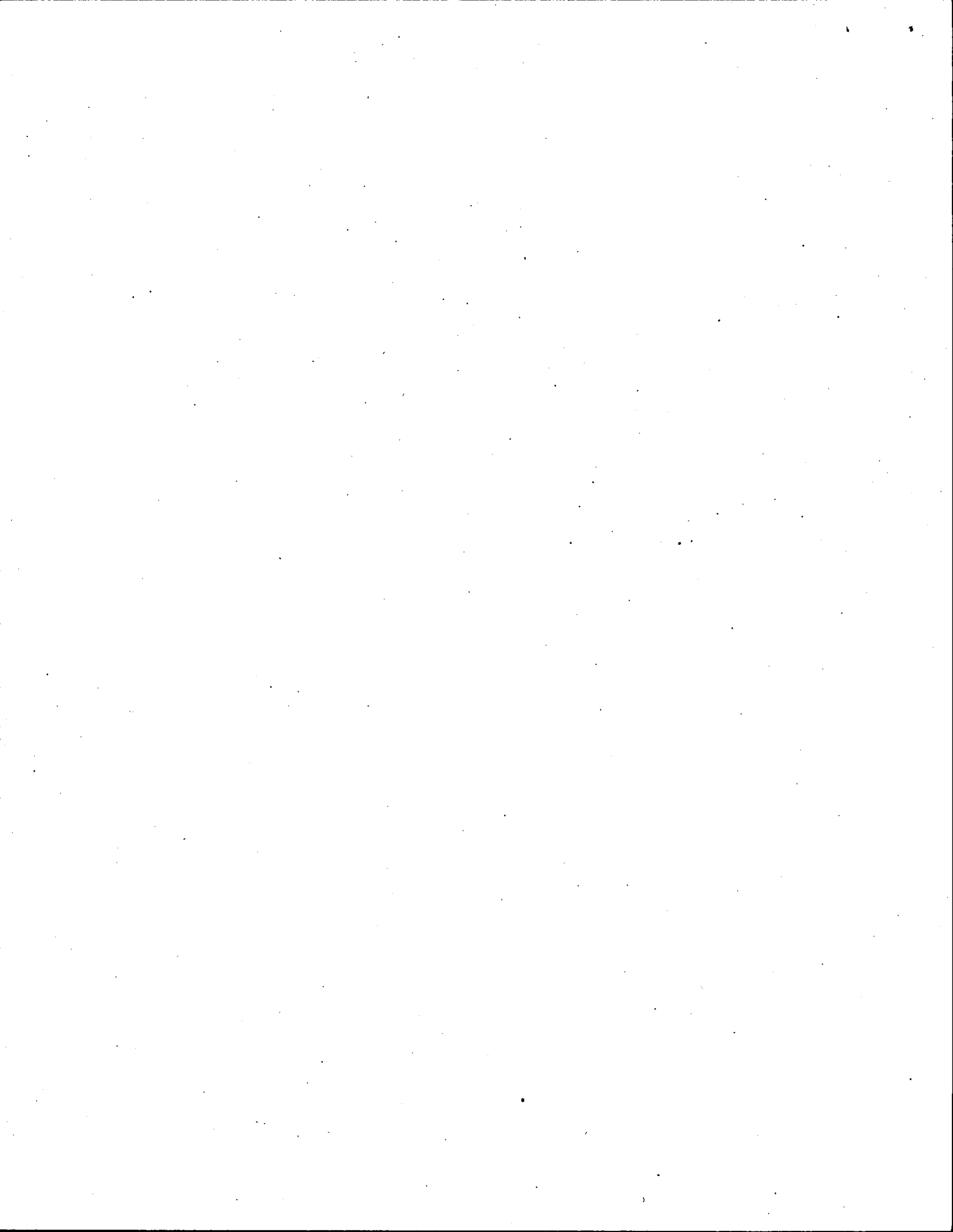


APPENDIX D
PREVAILING WAGE
for
PUBLIC WORKS
in the
STATE OF OREGON



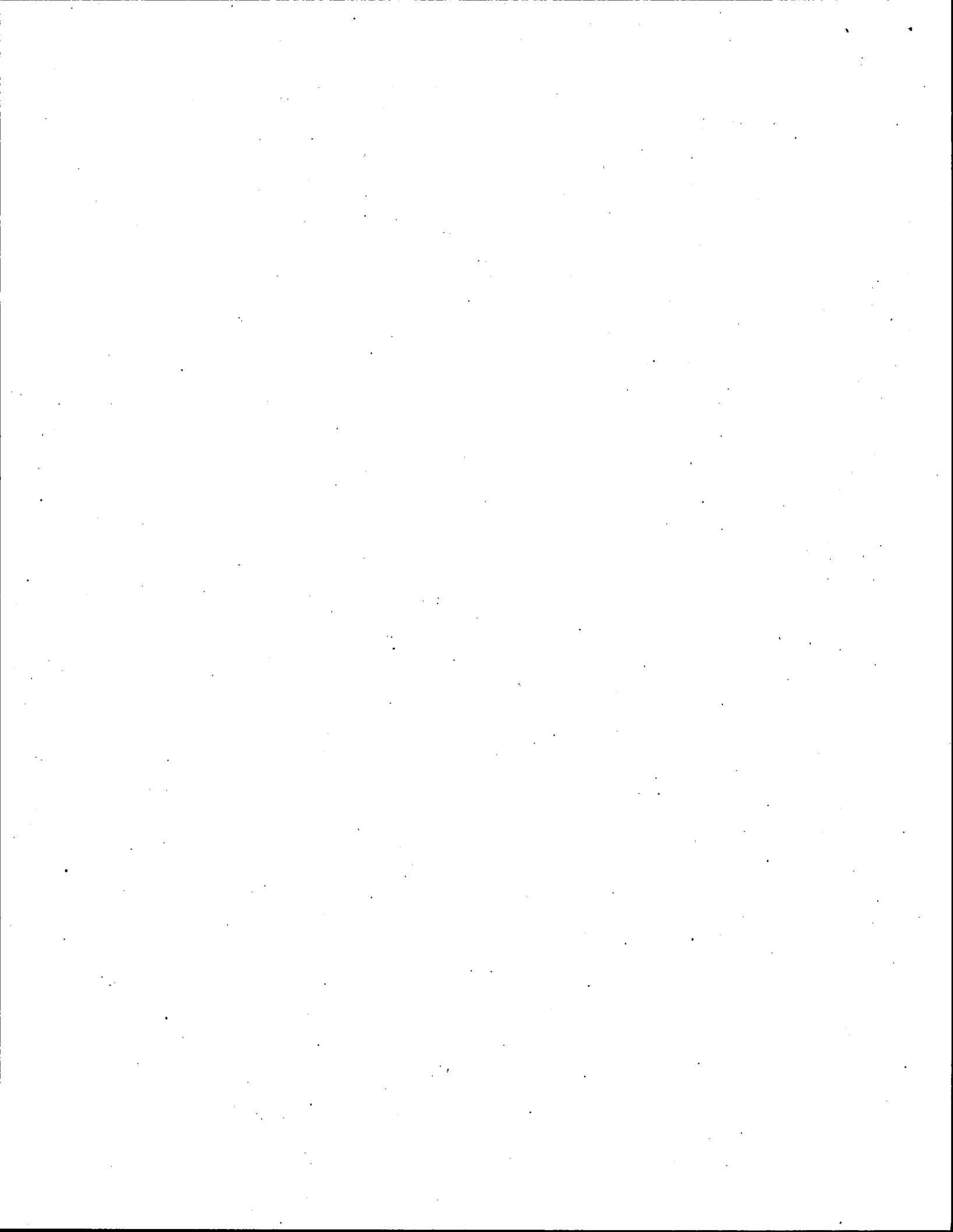
APPENDIX E

CONCEPTUAL DRAWINGS



RESOLUTION NO. 96-2337, For the Purpose of Requesting Transfer and Acceptance of Title to Foreclosed Properties from Multnomah County.

Metro Council
Thursday, November 14, 1996



BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF REQUESTING)
TRANSFER AND ACCEPTANCE OF)
TITLE TO FORECLOSED PROPERTIES)
FROM MULTNOMAH COUNTY)

RESOLUTION NO. 96-2337
Introduced by Mike Burton
Executive Officer

WHEREAS, Multnomah County offers foreclosed properties at no charge to public agencies within the county for open space and park uses;

WHEREAS, Metro must formally request transfer of title to the properties it wishes to acquire and agree to accept them prior to a public hearing at which the Multnomah County Board of Commissioners must make final resolution of the tax foreclosed properties;

WHEREAS, Metro Regional Parks and Greenspaces staff has reviewed lists of available tax foreclosed properties from Multnomah County and determined that six parcels are suitable to be landbanked under the Open Spaces system it is establishing; and

WHEREAS, there is no monetary consideration for the parcels;

WHEREAS, if the parcels are used for any purposes other than parks and open spaces uses, they will revert to the County;

BE IT RESOLVED,

That the Metro Council requests transfer and acceptance of title to the foreclosed properties listed on "Exhibit A" attached hereto to be landbanked under the Open Spaces Program; and that the Open Spaces Program is authorized to apply to Multnomah County to accept the properties.

ADOPTED by the Metro Council this _____ day of _____, 1996.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

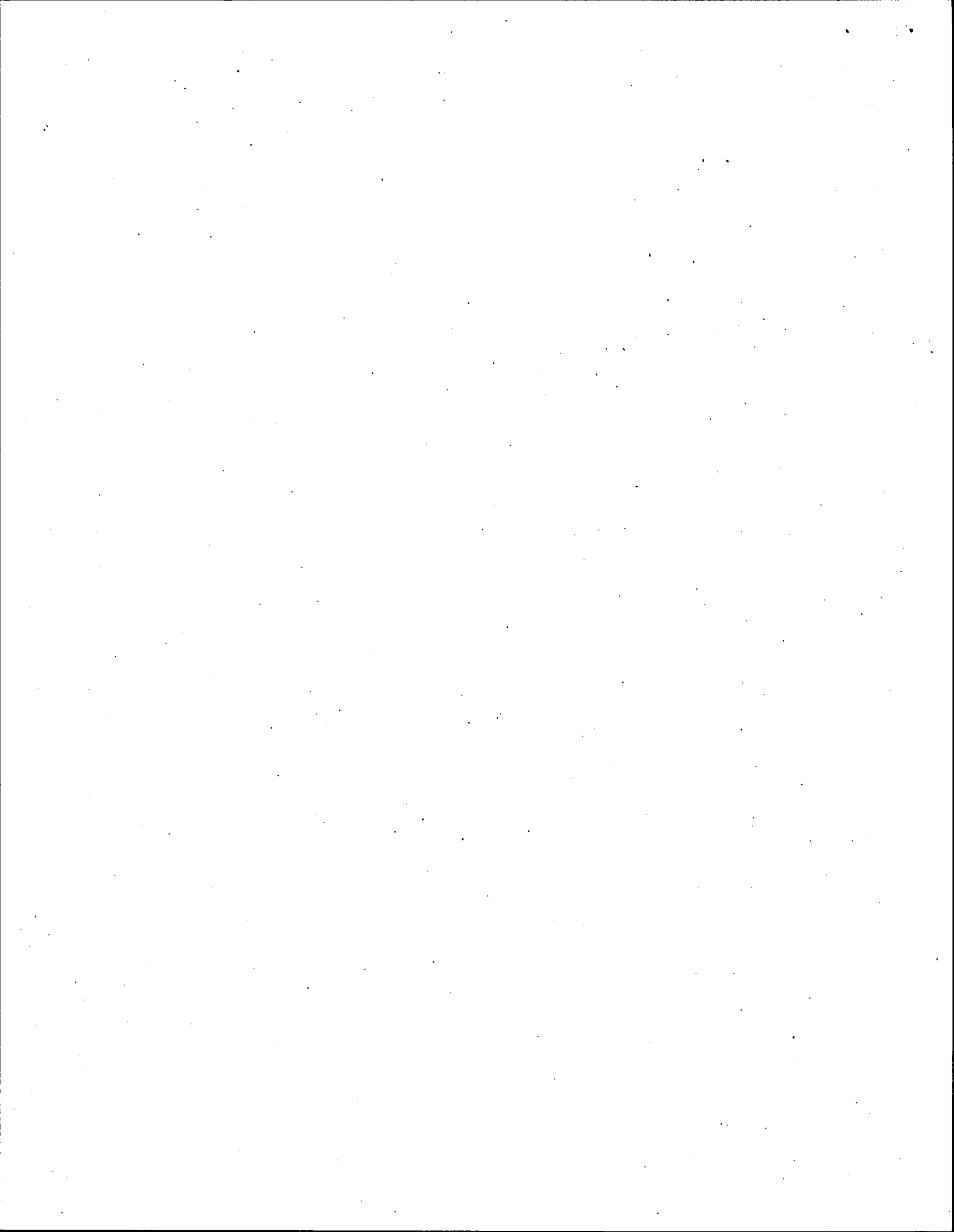


EXHIBIT A

- **Willamette Cove Addition: 1 Parcel**

Property Tax No. 96112-0860

This 0.06 acre (2,610 sq. ft.) site is located at the bottom of N. Edgewater Rd. and is contiguous to the recently acquired Willamette Cove natural area. It would allow for future site improvements and entrance to Willamette Cove.

- **Burlington Northern Rails To Trails Adjacent Properties: 4 Parcels**

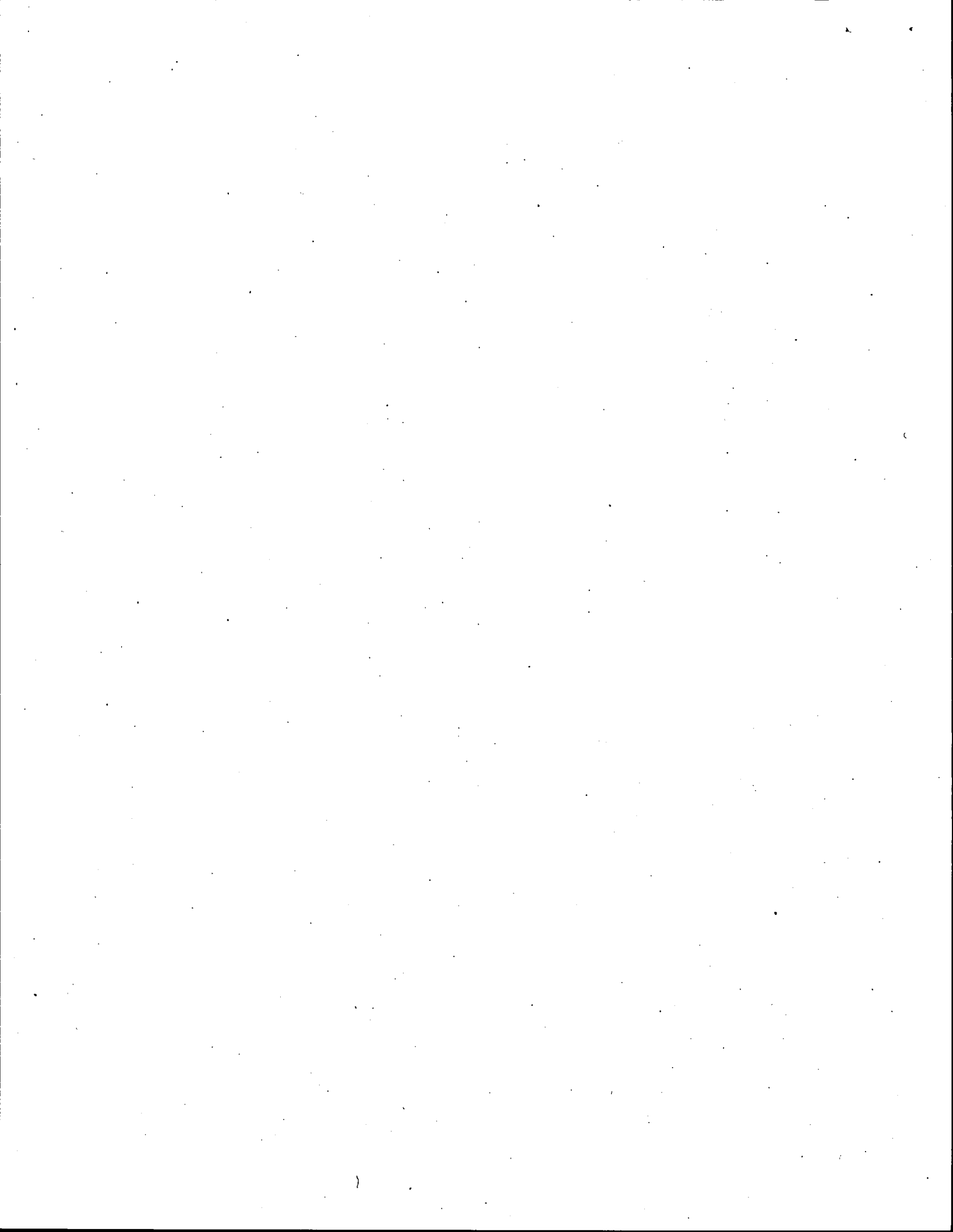
Property Tax Nos. R914000270 / R914000010 / R914000290 / R914000210

These four properties totaling 1.96 acres (67,517 sq. ft.) are located adjacent to the Burlington Northern Rail Line and in the Folkenberg area. These properties would be used to provide trail amenities to the proposed Burlington Northern Rails to Trails project.

- **Burlington Northern Rails to Trails Adjacent Properties: 1 Parcel**

Property Tax No. 119903100

This .07 acre parcel is located on the Burlington Northern Railroad Line. This property would serve as a trail amenity and allow access to the potential Rails to Trails project near N.W. Multnomah St. If the Burlington Northern Rails to Trails project becomes a reality this site could provide pedestrian access to the Ancient Forest Preserve.



STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 96-2337 FOR THE PURPOSE OF REQUESTING TRANSFER OF AND ACCEPTING TITLE TO FORECLOSED PROPERTIES FROM MULTNOMAH COUNTY

Date: November 4, 1996

Presented by: Charles Ciecko and Jim Desmond

PROPOSED ACTION

Passage of Resolution No. 96-2337 would authorize the Open Spaces Program to request transfer and acceptance of title to six parcels from Multnomah County's foreclosed property inventory. The properties would be transferred to Metro at no cost and become part of Metro's Parks and Open Spaces land inventory.

FACTUAL BACKGROUND and ANALYSIS

The properties are in two regional target areas: Willamette Cove; and Burlington Northern Rails to Trails project which stretches from just west of Sauvie Island to Hillsboro via Cornelius Pass.

- **Willamette Cove Addition: 1 Parcel**

- **Property Tax No. 96112-0860**

- This 0.06 acre (2,610 sq. ft.) parcel is located at the bottom of N. Edgewater Rd. and is contiguous to the recently acquired Willamette Cove natural area. It would allow for future site improvements and entrance to Willamette Cove.

- Acquisition of the property adjacent to Willamette Cove is consistent with the objectives of the refinement plan.

- **Burlington Northern Rails To Trails Adjacent Properties: 4 Parcels**

- **Property Tax Nos. R914000270 / R914000010 / R914000290 / R914000210**

- These four properties totaling 1.96 acres (67,517 sq. ft.) are located adjacent to the Burlington Northern Rail Line and in the Folkenberg area. These properties would be used to provide trail amenities to the proposed Burlington Northern Rails to Trails project.

- **Burlington Northern Rails to Trails Adjacent Property: 1 Parcel**

- **Property Tax No. 119903100**

- This .07 acre parcel is located on the Burlington Northern Railroad Line. This property would serve as a trail amenity and allow access to the potential Rails to Trails project near N.W. Multnomah St. If the Burlington Northern Rails to Trails project becomes a reality, this site could provide pedestrian access to the Ancient Forest Preserve.

The properties along the Burlington Northern Rail corridor would provide open space along the potential future rail to trail.

DUE DILIGENCE: ENVIRONMENTAL REVIEW AND TITLE RESEARCH

Properties will be transferred to Metro without representation as to hazardous or any other conditions. Thus, Metro Open Spaces' Due Diligence staff conducted an environmental investigation of the six parcels. The investigation revealed no signs of environmental contamination on any of the parcels. See Appendix A which is attached.

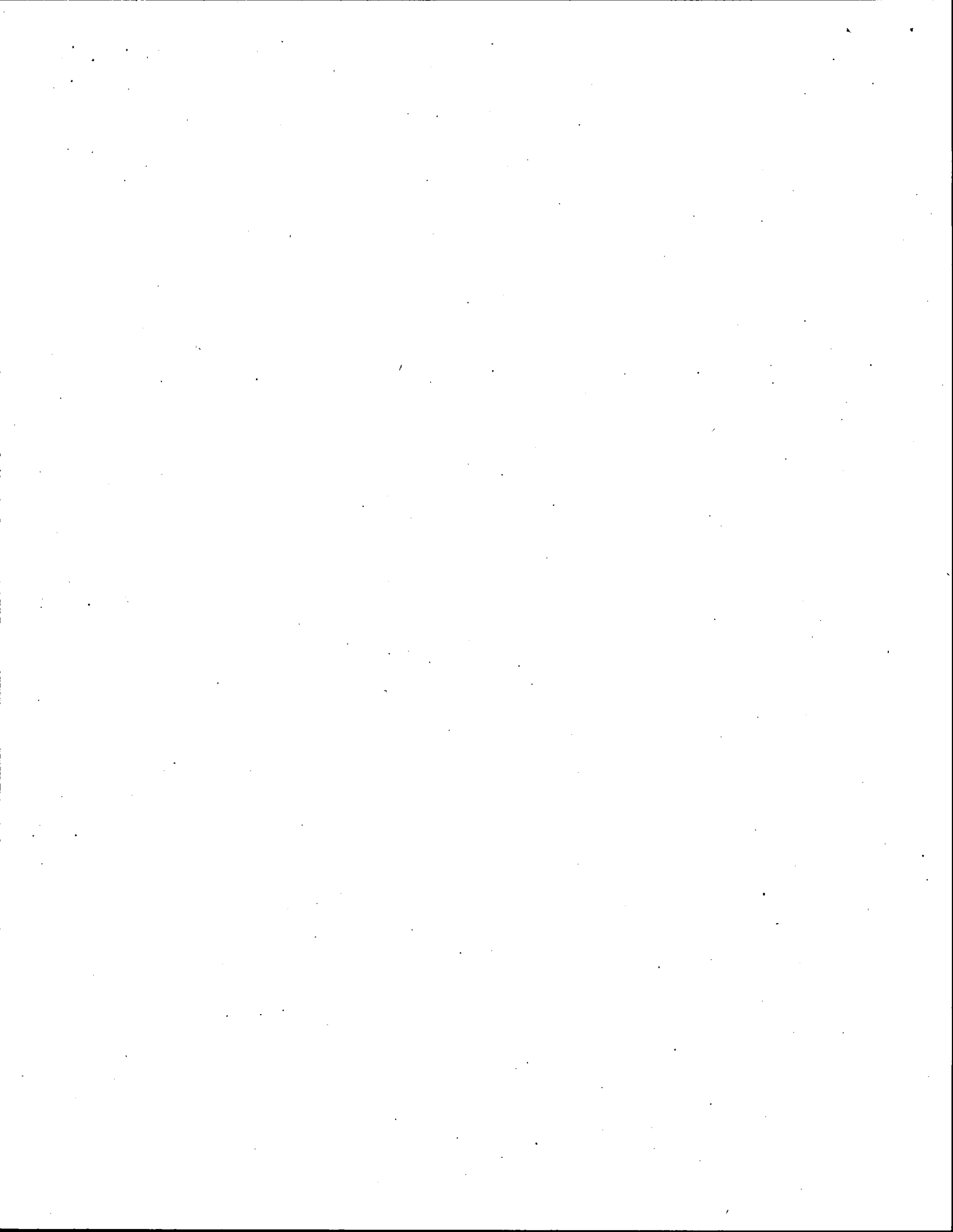
Title research was also conducted. The investigation revealed no unresolvable encumbrances that would prevent Metro from receiving fee title to the six parcels.

BUDGET IMPACT

Minimal costs; the properties will be landbanked by Regional Parks and Greenspaces.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 96-2337.



APPENDIX A

Memo

To: Joel Morton
From: Paul Ehinger, P.E.
Date: August 9, 1996
Subject: Environmental Review of Various Foreclosed Properties in Multnomah County

Introduction

The above referenced parcels were inspected by Paul Ehinger, P.E. and Joel Morton of Metro on July 23, 1996. The purpose of the inspection was to determine if there was evidence of any significant environmental hazards which might affect the acquisition of these parcels by Metro.. The following is a report on observations made at each parcel during this visit. This site review does not meet all of the requirements of a Phase 1 Environmental Site Assessment as described by ASTM.

A total of seven parcels were visited on July 23. Multnomah County has foreclosed on these parcels due to the failure of the owners to pay property taxes. Three of the seven parcels which were inspected are isolated small parcels. Four of them, located along the Burlington Northern Rail line near Folkenberg are adjacent to each other and represent almost two acres in the aggregate.

Willamette Cove-Tax Lot No.96112-0860

This small parcel(2,600 square feet) is located in the northwest quadrant of the intersection of the access road to the recently acquired Willamette Cove property and the railroad. The triangular shaped piece is generally covered with blackberries and other brush and there is one large tree on the parcel. There were no indications of any development on the site. There were small quantities of litter on the parcel, but nothing to indicate that there are any significant environmental hazards associated with the parcel. In fact, this small parcel could be considered a part of the Willamette Cove property already acquired by Metro. This piece appears to represent less risk than the parcel which was already acquired.

Forest Park Refinement Area- Tax Lot No. 119904730

This parcel of about a quarter of an acre is located in the Forest Park target area. It is located on a moderately steep hillside south and uphill of NW McNamee Road and downhill of a power transmission line right-of-way. The site has no frontage on developed roadways. There is no evidence of any environmental hazards on the property. It is heavily overgrown with brush and trees. Since there is no road access and the site is surrounded by undeveloped property is generally free of any litter or debris. The lack of access and steepness of the site will limit future activities on the property.

Parcel in Burlington - Tax Lot 119903100

This small rectangular parcel is located north of the Burlington Northern Rail line and South of NW Wapato Street in the community of Burlington. An undeveloped section of street, which

now provides foot or dirt bike access to the railroad, is to the west of the property. The parcel is located on a moderately steep slope behind a single family residence which fronts on Wapato. There are remnants of a fence along the western portion of the property. The property is wooded and covered with low vegetation between the trees. There was some evidence of some very limited brush cutting on the parcel, typical of children at play or an adjacent landowner trying to keep a rough pathway open. There was no evidence of any dumping or other environmental concern on the property.

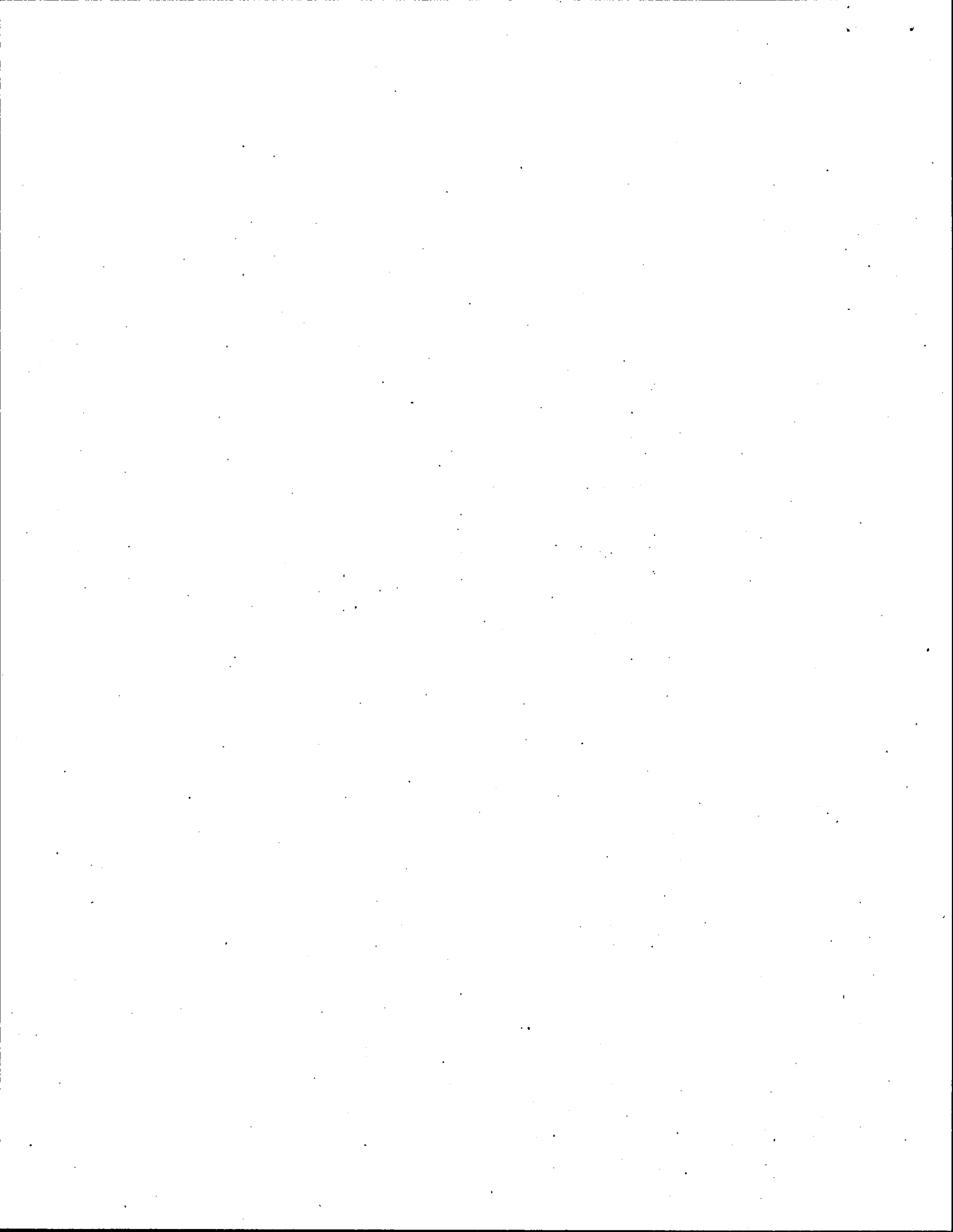
Four Parcels Northeast of Folkenberg - Tax Lot Nos. R914000270, R914000010, R914000290, R914000210

These four parcels are located on the east side of the Burlington Northern Line about 0.75 miles northeast of the community of Folkenberg. These four parcels comprise a total of slightly less than two acres. They are located on a wooded hillside between the railroad and McNamee Road. The parcels are land locked with the railroad providing the only access. These properties were logged at sometime in the past. Other than logging, there has been little if any human activity on the parcels. No indication of any environmental hazards were observed during the site visit.

CC:, Alison Kean Campbell, Jim Watkins

**RESOLUTION NO. 96-2422, For the Purpose of Authorizing the Release of a Request for Proposals
for an Exhibit Fabrication Consultant and Authorizing the Executive Officer to Enter Into a Multi-
Year Contract.**

**Metro Council
Thursday, November 14, 1996**



BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE)	RESOLUTION NO. 96-2422
RELEASE OF A REQUEST FOR PROPOSALS)	
FOR AN EXHIBIT FABRICATION)	Introduced by
CONSULTANT AND AUTHORIZING THE)	Mike Burton
EXECUTIVE OFFICER TO ENTER INTO A)	Executive Officer
MULTI-YEAR CONTRACT)	

WHEREAS, voters of the region approved an Oregon project at the Metro Washington Park Zoo; and

WHEREAS, exhibit fabrication is a specialty field which requires additional expertise than general construction; and

WHEREAS, the FY96-97 Metro Washington Park Zoo Capital Budget allocates funds to begin development of the Oregon project; and

WHEREAS, this Request for Proposals will solicit the services of a consultant to assist with the design and development of the Oregon project to ensure quality and cost effectiveness in exhibits and interpretives;

BE IT RESOLVED,

1. That the Metro Council hereby approves issuance of the Request for Proposals for an exhibit fabrication consultant attached to this Resolution as Exhibit A.
2. That the Council authorizes the Executive Officer to enter into a multi-year contract with the successful proposer.

ADOPTED by the Metro Council this _____ day of _____, 1996.

Jon Kvistad, Presiding Officer

Approved as to form:

Daniel B. Cooper, General Counsel

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 96-2422 FOR THE PURPOSE OF ISSUING A REQUEST FOR PROPOSALS FOR AN EXHIBIT FABRICATION CONSULTANT ASSOCIATED WITH THE DEVELOPMENT OF THE OREGON PROJECT AT METRO WASHINGTON PARK ZOO

Date: November 4, 1996

Presented by: Y. Sherry Sheng

PROPOSED ACTION

Approval to issue a Request for Proposals to obtain the services of an exhibit fabrication consultant associated with the development the Oregon project at Metro Washington Park Zoo. This resolution would allow the zoo to proceed with issuing the Request for Proposals.

An exhibit fabrication consultant is being sought to assist with the construction of the Oregon project at the zoo. The new exhibit and entry are part of the zoo's long-range master plan.

Zoo design is a unique area of specialization beyond the realm of a traditional general contractor. The intent of the Metro Washington Park Zoo is to hire a specialist with experience in construction of simulated environments, visual illusions, electronic interactive equipment, and technical knowledge of artists materials for fabrication of high quality, animal resilient habitats.

Under the direction of the zoo project manager, the exhibit construction/fabrication consultant needs to perform the following services:

- Review design and specifications to insure constructibility of exhibit specialties for quality, budget and schedule.
- Analyze and recommend sequence of exhibit fabrication and construction specialties.
- Work with CM/GC to identify appropriate places for interface between the work of general construction trades and exhibit specialty work, in budget and schedule.
- Work with CM/GC to identify appropriate bid packages for exhibit and interpretive elements of the project.

- Prepare Request for Proposals for exhibit and interpretive bid packages to be issued by CM/GC or the zoo.
- Participate in review and selection of exhibit and interpretive contractor bid proposals with CM/GC. Participate in negotiations with fabrication contractors to maintain project budgets.
- Review exhibit and interpretive construction and fabrication submittals, samples, and on-site construction techniques to assure design quality, schedule, and compliance with the contract documents.
- Review and participate in evaluation of change proposals and change orders which occur during construction and fabrication of exhibits and interpretive elements.
- Interface with zoo design team and consultants.

Funding for the exhibit fabrication consultant will come from the project budget.

Metro Council, acting as Contract Review Board, is hereby requested to authorize the issue of the Request for Proposals.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 96-2422.

REQUEST FOR PROPOSALS FOR EXHIBIT FABRICATION CONSULTANT

I. INTRODUCTION

The Metro Washington Park Zoo, a department of Metro, a metropolitan service district organized under the laws of the state of Oregon and the 1992 Metro Charter is requesting proposals for an exhibit fabrication consultant. Proposals will be due no later than 3:00 p.m., Tuesday, December 3, 1996 at the Metro Washington Park Zoo, 4001 S.W. Canyon Road, Portland, Oregon 97221-2799. Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

An exhibit fabrication consultant is being sought to assist with the construction of the Oregon project at the zoo. The new exhibit and entry are part of the zoo's long-range master plan. The plan, adopted in 1992, calls for gradual improvement of the zoo during a 25-year period. In addition to calling for physical changes, including construction of new exhibits and a new entry, the plan identifies other ways to improve the zoo for animals and visitors.

The Oregon project fulfills one focus in the long-range plan which is to put an emphasis on what we have in our region and help citizens know and understand more about our natural environment, including Oregon's threatened animal species, so they can help make decisions on relevant issues.

New exhibit

Plans for the new exhibit include the following natural Oregon habitats and features:

- The trail begins in an alpine area with mountain goats, marmots and other animals from the rocky slopes.
- A tree house looks out into aviaries with a variety of forest birds.
- A canopy experience allows vistas of the zoo's forest and the surrounding open spaces and natural areas.
- A mountain stream is home to native trout and salmon, which can be viewed from above and below water.
- An underground forest of fungi leads to views of river otters swimming underwater and a wetland with marsh plants, fish, great blue heron and bald eagle.
- A clearing in the forest is home to American black bears.
- At the edge of the forest, a family farm provides opportunities for visitors to pet farm animals, opossum and other creatures. Near the farm, a herd of elk graze in a spacious meadow.

- The path continues along a series of tide pools where sea stars, sea anemone and other creatures live among pounding action of simulated waves.
- A herd of sea lions and harbor seals reside on rocky cliffs.
- A colony of sea otters swim in a kelp forest. Visitors have both above and underwater views.

New Entry

The new entry will be centrally located in the parking lot, only 200 feet from a new light-rail station. It includes a restaurant and a gift shop, which will contain educational souvenirs. These facilities will help generate revenue to support the zoo. The entrance is scheduled to be completed by fall of 1998, when light-rail services begin. Relocation of the entrance will yield two benefits: zoo property can be used more effectively on a long-term basis and the convenience of the light-rail station at the zoo entrance will encourage people to use an environmentally sound transportation alternative.

Other Improvements

The project includes completion of the main pathway linking the Africa Rain Forest exhibit with Penguin Plaza. This will allow visitors a short cut to return to the main part of the zoo. New classrooms for educational use will be added. As new homes are created for many species, some of the oldest parts of the zoo will be removed.

Project Budget

The project will cost approximately \$30.5 million. Exhibit components include:

- \$13.75 million -- Oregon forest and water exhibits; African lion exhibit
- \$ 9.02 million -- new entrance plaza, restaurant, gift shop, picnic area, pathways, train station, and classrooms

Other costs include design and approximately \$3 million for interpretive elements.

Timeline

Final design of the project began immediately after voter approval of the bond measure. Design should take approximately one year. The project is planned to open in phases, with the return loop and classrooms opening in the summer of 1997, and the lion exhibit in the spring of 1998. The entry should open in the fall of 1998; the farm and waters, spring and summer of 1999; and the forest exhibit in 2000

III. PROPOSED SCOPE OF WORK/SCHEDULE

Zoo design is a unique area of specialization beyond the realm of a traditional general contractor. The intent of the Metro Washington Park Zoo is to hire a specialist with experience in construction of simulated environments, visual illusions, electronic

interactive equipment, and technical knowledge of artists materials for fabrication of high quality, animal resilient habitats. Appointment as exhibit fabrication consultant precludes bidding on any other portion of the work.

Under the direction of the zoo project manager, the exhibit construction/fabrication consultant needs to perform the following services:

- Review design and specifications to insure constructibility of exhibit specialties for quality, budget and schedule.
- Analyze and recommend sequence of exhibit fabrication and construction specialties.
- Work with CM/GC to identify appropriate places for interface between the work of general construction trades and exhibit specialty work, in budget and schedule.
- Work with CM/GC to identify appropriate bid packages for exhibit and interpretive elements of the project.
- Prepare Request for Proposals for exhibit and interpretive bid packages to be issued by CM/GC or the zoo.
- Participate in review and selection of exhibit and interpretive contractor bid proposals with CM/GC. Participate in negotiations with fabrication contractors to maintain project budgets.
- Review exhibit and interpretive construction and fabrication submittals, samples, and on-site construction techniques to assure design quality, schedule, and compliance with the contract documents.
- Review and participate in evaluation of change proposals and change orders which occur during construction and fabrication of exhibits and interpretive elements.
- Interface with zoo design team and consultants.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following qualifications/experience:

- Licensed as an independent business with experience of at least five years as an enterprise in the zoo and museum exhibit industry.
- Experience in the management of all phases of zoo and museum exhibit fabrication.
- Minimum of ten years demonstrated experience in estimating, bidding, and contract negotiation of zoo and museum exhibits.
- Minimum of ten years demonstrated experience on projects with exterior and interior shotcrete or gunite artificial rockwork and trees, including cast forms, carved forms, latex molding techniques, and fiberglass.
- Ability to demonstrate responsiveness to budget restrictions and ability to produce exhibit specialties within restricted budgets.
- Proven ability to create and procure specialty fabrications on predetermined schedules.
- Ability to contractually commit to at least one experienced full-time project coordinator for three years to the Metro Washington Park Zoo project and provide

additional office support to the project coordinator as required based on the stage of the project.

- Proof of current and future projects and financial statements of solvency.
- Interview with proposed staff (including technical test).
- Portfolio evaluation.

V. PROJECT ADMINISTRATION

The zoo's contact for this project is the zoo project manager.

The exhibit fabrication consultant and the CM/GC, hired under a separate contract, will report to the zoo project manager.

The CM/GC will work in a partnership with the exhibit fabrication consultant in delivery of new exhibits for the zoo. The role of the CM/GC is to insure timely, cost effective construction and development of the full infrastructure for the built elements, including landscaping, for the zoo's Oregon exhibit by working in partnership with the EFC. They will develop timelines and allow for specialized suppliers to install such elements as simulated rocks and trees, electronic interpretive equipment, graphic panels, and other fabrication necessary for the successful completion of the project.

VI. PROPOSAL INSTRUCTIONS

A. **Pre-proposal meeting:** This pre-proposal meeting/site visit is mandatory. Proposers are required to visit the site at 1:00 p.m., Thursday, November 14, 1996. Meet in the main zoo lobby (front reception area). No proposal shall be accepted from any person or firm not represented.

B. **Submission of Proposals**
Five copies of the proposal shall be furnished to Metro, addressed to:
Metro Washington Park Zoo
Attn: John Fraser, Project Manager
4001 S.W. Canyon Road
Portland, Oregon 97221-2799

Deadline

Proposals will not be considered if received after 3:00 p.m. PST, December 3.

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 which 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 to John Fraser at (503) 220-5704. 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 November 27, 1996.

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 & 200.

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

VII. PROPOSAL CONTENTS

The proposal should contain not more than 30 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, as 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: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.
- C. Staffing/Project Manager Designation: Identify the project coordinator and specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

- D. Experience: Indicate how your firm meets the experience requirements listed in section IV of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- E. Cost/Budget: Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and subconsultant fees (if any). Requested expenses should also be listed.
- F. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria 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. 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. EVALUATION OF PROPOSALS

- A. **Evaluation Procedure:** Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews will be requested prior to final selection of one firm.
- B. **Evaluation Criteria:** This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

Project Work Plan/Approach

1. Demonstration of understanding of the project objectives.
2. Performance methodology.

Project Staffing Experience

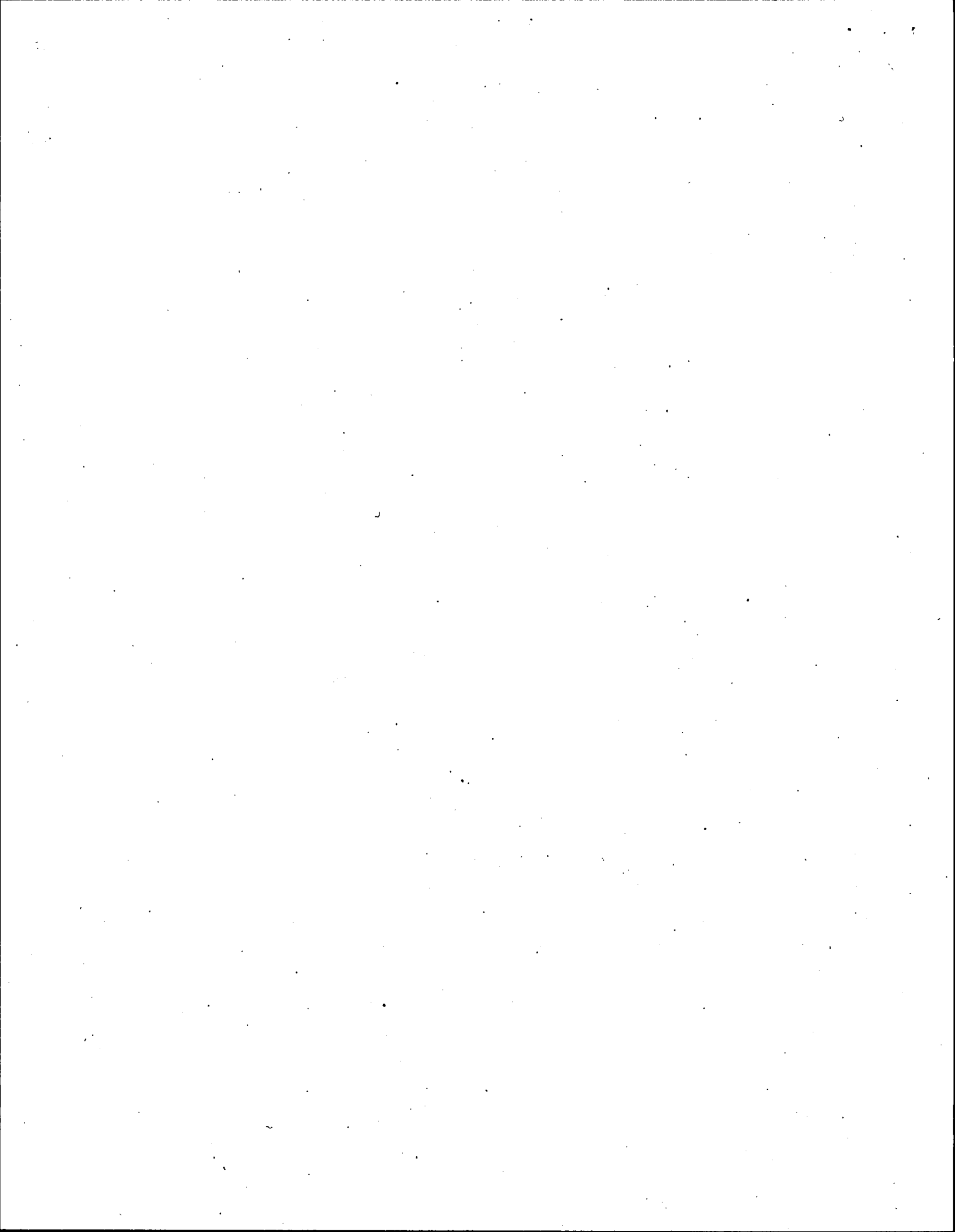
1. Project consultant
2. Commitment to project

Budget/Cost Proposal

1. Projected cost/benefit of proposed work plan/approach.
2. Commitment to budget and schedule parameters.

X. 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.



Project _____
Contract No. _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and _____, referred to herein as "Contractor," located at _____.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. **Duration.** This personal services agreement shall be effective _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed _____ AND _____/100THS DOLLARS (\$_____).
4. **Insurance.**
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
 - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status

and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

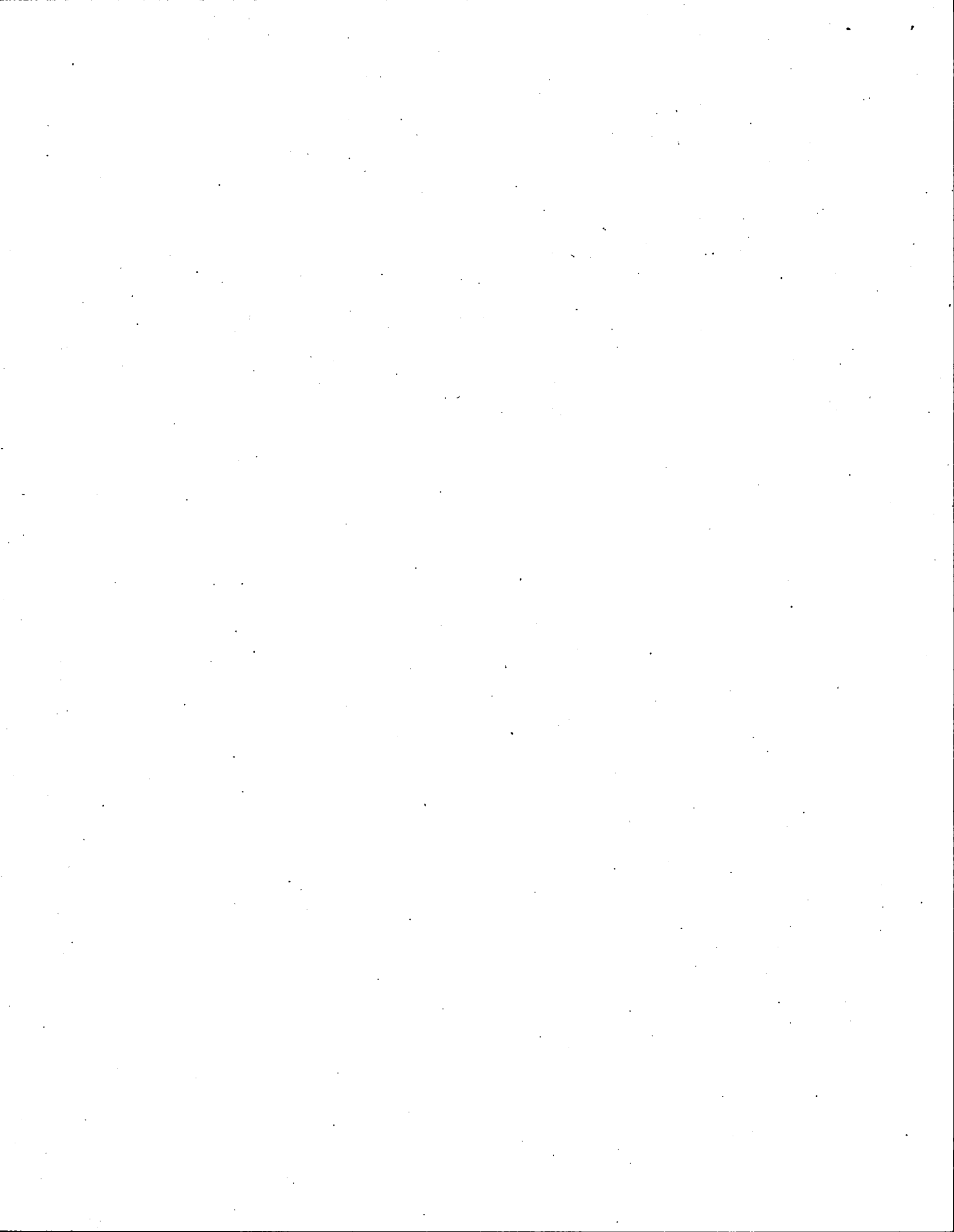
13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

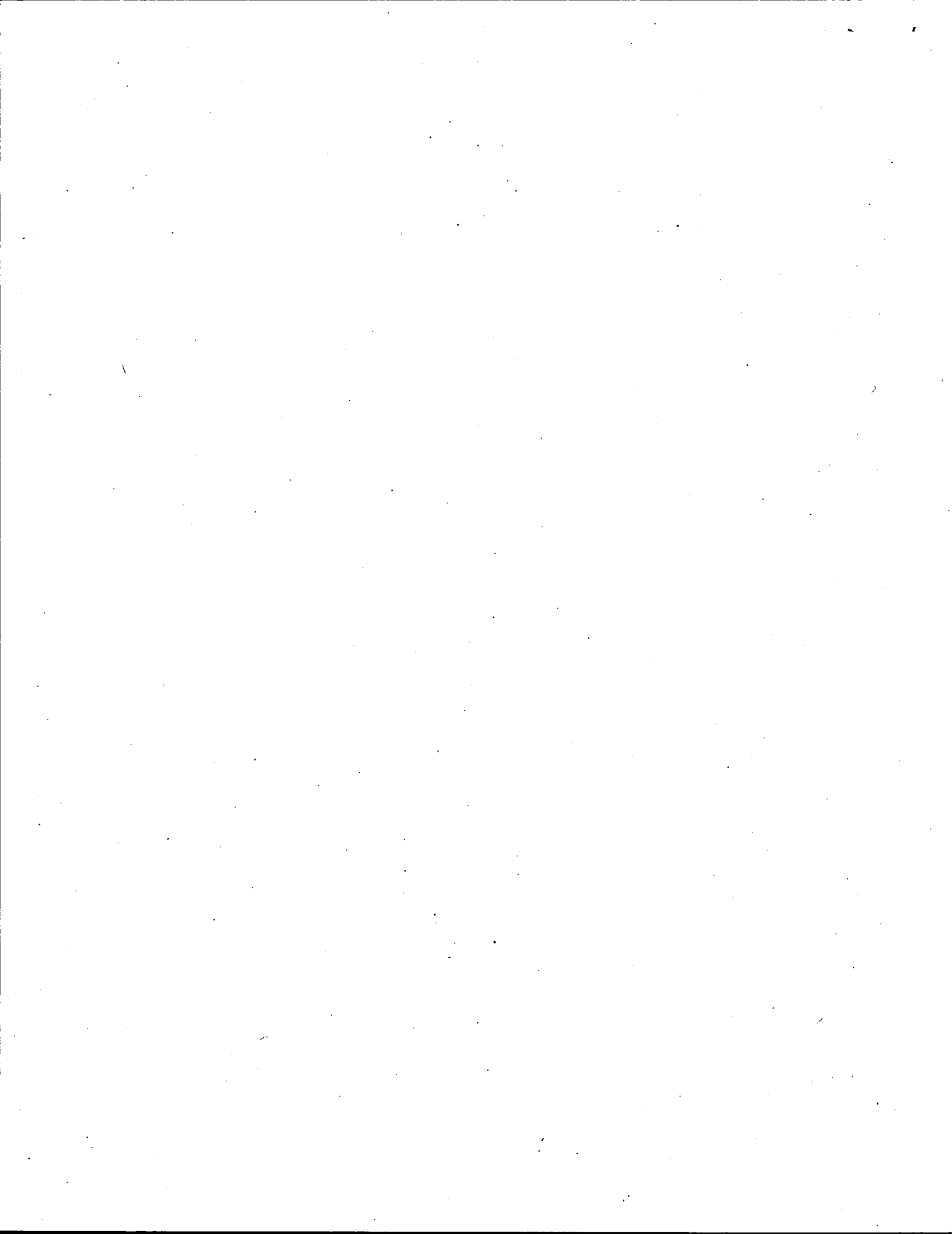
16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

_____	METRO
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____



RESOLUTION NO. 96-2413, For the Purpose of Approving an Intergovernmental Agreement With the City of Portland to Design, Construct and Maintain the Peninsula Crossing Trail.

**Metro Council
Thursday, November 14, 1996**



BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING)
AN INTERGOVERNMENTAL AGREEMENT)
WITH THE CITY OF PORTLAND TO DESIGN,)
CONSTRUCT AND MAINTAIN THE)
PENINSULA CROSSING TRAIL)

RESOLUTION NO. 96-2413

Introduced by Mike Burton
Executive Officer

WHEREAS, funding for the construction of the Peninsula Crossing Trail comes from Metro's Bond Measure 26-26 for Open Spaces, Trails and Streams which was approved by the voters of the region in May 1995; and

WHEREAS, the Metro Council has approved the Open Spaces Program's work plan and budget which includes \$1.6 million to design and build the Peninsula Crossing Trail; and

WHEREAS, the Portland City Council passed Resolution No. 35388 in April 1995 which endorsed the Peninsula Crossing Trail project, and directed the city's Parks, Transportation, and Environmental Services departments to support and develop the trail; and

WHEREAS, the Portland City Council has authorized \$1.6 million to the Bureau of Environmental Services (BES) to design and construct the segment of the Peninsula Crossing Trail on the City's sewage treatment plant site; and

WHEREAS, the IGA will enable Metro to design and construct the trail; and

WHEREAS, the IGA requires Metro to pay for the required street improvement permit which includes design review and construction inspection by city staff; and

WHEREAS, the IGA provides that the city of Portland will maintain the trail which is within city right-of-way and on city owned land; now therefore,

BE IT RESOLVED,

That the Metro Council approves the Intergovernmental Agreement attached hereto as Exhibit A.

ADOPTED by the Metro Council this _____ day of November, 1996.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

METRO
AND
CITY OF PORTLAND:
BUREAU OF ENVIRONMENTAL SERVICES
DEPARTMENT OF TRANSPORTATION
BUREAU OF PARKS AND RECREATION

Peninsula Crossing Trail

This Intergovernmental Agreement ("Agreement") dated this _____ day of _____ 1996, is by and between Metro, located at 600 Northeast Grand Avenue, Portland, Oregon 97232-2736, and the City of Portland Bureau of Environmental Services ("BES"), the City of Portland Department of Transportation ("PDOT") and the City of Portland Bureau of Parks and Recreation ("Parks"), located at the Portland Building, 1120 Southwest Fifth Avenue, Portland, Oregon 97204, (hereinafter collectively referred to as "City"), for the purpose of providing responsibilities and obligations of the parties as they relate to the design, construction, operation, and maintenance of the Peninsula Crossing Trail ("Trail").

RECITALS:

A. Metro is a metropolitan service district organized under the laws of the state of Oregon and the 1992 Metro Charter.

B. BES, PDOT and Parks are bureaus of the City which is a unit of local government authorized to enter into this Agreement pursuant to the provisions of ORS 190.010 et seq.

C. The Peninsula Crossing Trail is a multi-use, urban trail of approximately three miles in length in total, located in North Portland. The southern terminus is located at N. Willamette Boulevard; the northern terminus is located at N. Marine Drive.

D. The Metro Council forwarded to the voters of the region a ballot measure which was approved by the electors on May 16 1995, authorizing Metro to issue \$135.6 million in bonds for Open Spaces, Parks, Trails and Streams. In accordance with that ballot measure, Metro has budgeted and will contribute up to \$1.6 million for the design and construction of certain portions of the Trail.

E. Metro is also entering into an Intergovernmental Agreement with the Oregon Department of Transportation (ODOT) regarding design, permitting, construction, maintenance and operation of the section of the Trail on the south section of North Portland Road ("Metro-ODOT IGA").

F. Portland City Council authorized BES funds to design and construct the Inverness Force Main project which includes a segment of the Trail. An estimated \$1.6 million will be spent by BES on the Trail segment which includes a bridge over the

Columbia Slough and the construction of the Trail along the perimeter of the Columbia Boulevard Wastewater Treatment Plant. A segment of the "40-Mile Loop" trail is located within BES's project.

G. Portland City Council passed Resolution No. 35388 in April 1995 which endorsed the Trail project and directed BES, PDOT and Parks to support and develop the Trail.

H. Both Metro and the City have participated in an extensive planning phase, which included a substantial public involvement component and a feasibility study for the Trail.

AGREEMENT

The parties agree as follows:

Section 1. Design

- A. The proposed trail corridor is indicated on the aerial map which is attached hereto as Exhibit A. Metro shall design the segments of the Trail corridor which are generally located along the unimproved N. Carey Boulevard right-of-way, and also on N. Columbia Boulevard, N. Fessenden Street, N. Portsmouth Avenue, Columbia Court and the south section of N. Portland Road as indicated in red on the aerial map which is attached hereto and incorporated by reference. BES shall design the segment through the Treatment Plant property and across the Columbia Slough as indicated in pink on the aerial map. The Trail corridor section highlighted in orange is already in existence and is located on ODOT right-of-way and is currently managed under a separate agreement between ODOT and the City.
- B. To provide continuity throughout the Trail, design elements shall be similar through all segments of the Trail. Metro and the City shall cooperate during their design, permitting and construction processes to ensure a well coordinated and fully functional Trail.

Section 2. Permits.

A. Permit Application/Estimate of Permit Fees. Metro and BES shall obtain all required City permits necessary for the construction of their respective segments of the Trail. Metro and the City agree to use their best efforts to assist each other in obtaining all permits required for the design, construction and operation of the Trail in accordance with applicable permitting process. PDOT's current estimate for the Carey Blvd. permit fee is Eighty Eight Thousand and Two Hundred dollars (\$88,200.00).

B. Street Improvement Permitting Process. PDOT shall carefully manage the City's Street Improvement permitting process, shall provide a full accounting of permit costs at reasonable times as requested by Metro and shall immediately inform Metro of any permit cost overruns or potential for permit cost overruns.

Section 3. Construction.

- A. Metro and BES shall each construct their respective trail segments in accordance with all required permits and the associated approved design plans and specifications.

Section 4. Maintenance, Operation and Management

A. Construction Phase. During the construction phase, each party, through its construction contractor, shall be responsible for maintaining the construction site associated with its segment of the Trail in a clean and orderly condition.

B. Post Construction Phase.

1. Regardless of ownership and upon completion of construction, the City shall be responsible for maintenance, operation and management of all sections of the Trail located upon City property or City right-of-way. Maintenance, operation and management of the Trail segment on the south section of N. Portland Road, to be constructed by Metro, is set forth in the Metro-ODOT IGA.

2. The City will allocate its responsibility among its bureaus and departments as follows:

- PDOT will be responsible for the street maintenance associated with the Carey Boulevard section bike routes located along Fessenden Street and Portsmouth Avenue;
- BES, in cooperation with Parks, will be responsible for the Treatment Plant property segment; and
- Parks will be responsible for the Carey Boulevard segment exclusive of the bike routes.

The City will notify Metro if the City, in the City's discretion, changes this allocation of responsibility.

3. Metro shall instruct its construction contractor(s) that all warranties or quality assurances made in connection with Metro's Trail construction are to be made for the benefit of both Metro and the City. The City agrees that to the extent any maintenance, repair or defect is covered by such warranty or quality assurance, that the City will be responsible for pursuing this remedy. Metro agrees to provide any documentation or information within its control necessary to assist the City in this regard.

Section 5. Trail Consistency. Metro and the City will cooperate during their respective design, permitting and construction efforts to ensure a well-coordinated and fully functional Trail. All sections of the Trail shall be consistent in terms of design, construction and operation. The parties agree to cooperate to the fullest extent possible to achieve a uniform design in accordance with City standards.

Section 6. Right of Entry. The City grants to Metro, its agents and contractors, the right to enter upon City-owned property and City-managed public right-of-way in the trail corridor for the purpose of performing all activities reasonably necessary for design of the Trail. Metro and its contractors will coordinate these efforts by pre-arranging access and by complying with all reasonable and routine security procedures.

Section 7. Schedule. A preliminary project schedule has been developed and attached as Exhibit B and hereby incorporated herein. The dates on this schedule are subject to change. However, the City and Metro intend to use their best efforts to meet these dates and to proceed with their respective obligations at a pace necessary to maintain these dates and complete the entire project by January 1, 1999.

Section 8. Future Displacement. If the completed Trail, or any portion thereof, is ever displaced for any reason, including but not limited to future development or road placement, the City shall replace the Trail, or any portion thereof, in a site to be mutually agreed on by Metro and the City. The nature of any replacement shall meet or exceed the standards of the original trail design and construction. Metro shall bear no financial responsibility related to the replacement of displaced Trail segment(s).

Section 9. Funding Limitation. Metro shall fund all elements associated with design and construction of Metro's segments of the Trail as indicated in red on the aerial map (on both the PDOT and ODOT right-of-ways) to a maximum amount of One Million Six Hundred Thousand Dollars (\$1,600,000.00). In the event costs exceed \$1,600,000.00, Metro shall prioritize elements under its responsibility of the project and shall determine which elements shall be funded.

Section 10. Project Manager. Metro's Project Manager shall be Mel Huie of the Metro Regional Parks and Greenspaces Department, Open Spaces Acquisition Division. The City's Project Manager shall be John Sewell of the City's Parks and Recreation Department. The City and Metro may change their respective Project Managers and shall provide written notice to the other upon such change.

Section 11. Indemnification. The City shall defend, indemnify and hold harmless Metro and its officers, agents and employees, against all loss, damage, expenses, judgments, claims and liability, whether arising in tort, contract or by operation of any statute or common law, arising out of or in any way connected to the wrongful acts of the City's officers, agents and employees acting within the scope of employment or duties in performance of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act ORS Chapter 30.

Metro shall defend, indemnify and hold harmless the City and its officers, agents and employees; against all loss, damage, expenses, judgments, claims and liability, whether arising in tort, contract or by operation of any statute or common law, arising out of or in any way connected to the wrongful acts of Metro's officers, agents and employees acting within the scope of employment or duties in performance of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act ORS Chapter 30.

Section 12. Limitations on Use All property on which the Trail is constructed shall be maintained for its intended trail activities. The City commits to operate and maintain the Trail in a manner consistent with standards for other City operated trails and parks facilities. The City will not construct or allow construction of improvements to the Trail property which are inconsistent with the use of the trail by pedestrians, bicyclists and other non-motorized modes of transportation.

Section 13. Oregon Constitution and Tax Exempt Bond Covenants. The City acknowledges that Metro's source of funds for this Project is from the sale of voter-approved general obligation bonds that are to be paid from ad valorem property taxes exempt from the limitations of Article XI, section 11(b), 11(c), 11(d), and 11(e) of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. The City covenants that it will take no actions that would cause Metro to be unable to maintain the current status of the real property taxes as exempt from Oregon's constitutional limitations or the income tax exempt status of the bond interest. In the event the City breaches this covenant, Metro shall be entitled to what ever remedies are available to either cure the default or to compensate Metro for any loss it may suffer as a result thereof.

Section 14. Funding Declaration. Metro and the City will document on-site and in any publication, media presentation or other presentations, that funding for certain portions of the Trail came from Metro and that the City is responsible for management, maintenance and operation of the Trail. The City shall maintain such on-site documentation at all times.

Section 15. Documents are Public Property. All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with the Project shall become public property.

Nothing in this section or in any other part of this Agreement shall be construed as limiting the ability to consider real property transactions in executive session pursuant to ORS 192.660 (1)(e) or as requiring disclosure of records that are otherwise exempt from disclosure pursuant to Public Records Law (ORS 192.410-505) or Public Meetings Law (ORS 192.610-690).

Section 16. Law of Oregon. This Agreement shall be governed by the laws of the state of Oregon, and the parties agree to submit to the jurisdiction of the court of the state of Oregon.

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement including but not limited to ORS 279.015 to 279.320.

Specifically, it is a condition of this Agreement that Metro, the City and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by Oregon Laws 1989, chapter 684.

Section 17. Assignment. Neither party shall assign any of its responsibilities under this Agreement without prior written consent from the other party, except that both Metro and the City may subcontract for performance of any of their respective responsibilities under this Agreement.

Section 18. Severability. If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.

Section 19. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersede any prior oral or written agreements or representations. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth above.

CITY OF PORTLAND

METRO

By: _____

By: _____

Title: _____

Title: _____

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 96-2413 TO APPROVE AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITY OF PORTLAND TO DESIGN, CONSTRUCT, AND MAINTAIN THE PENINSULA CROSSING TRAIL IN NORTH PORTLAND

Date: November 4, 1996

Presented By:

**Charles Ciecko
Jim Desmond**

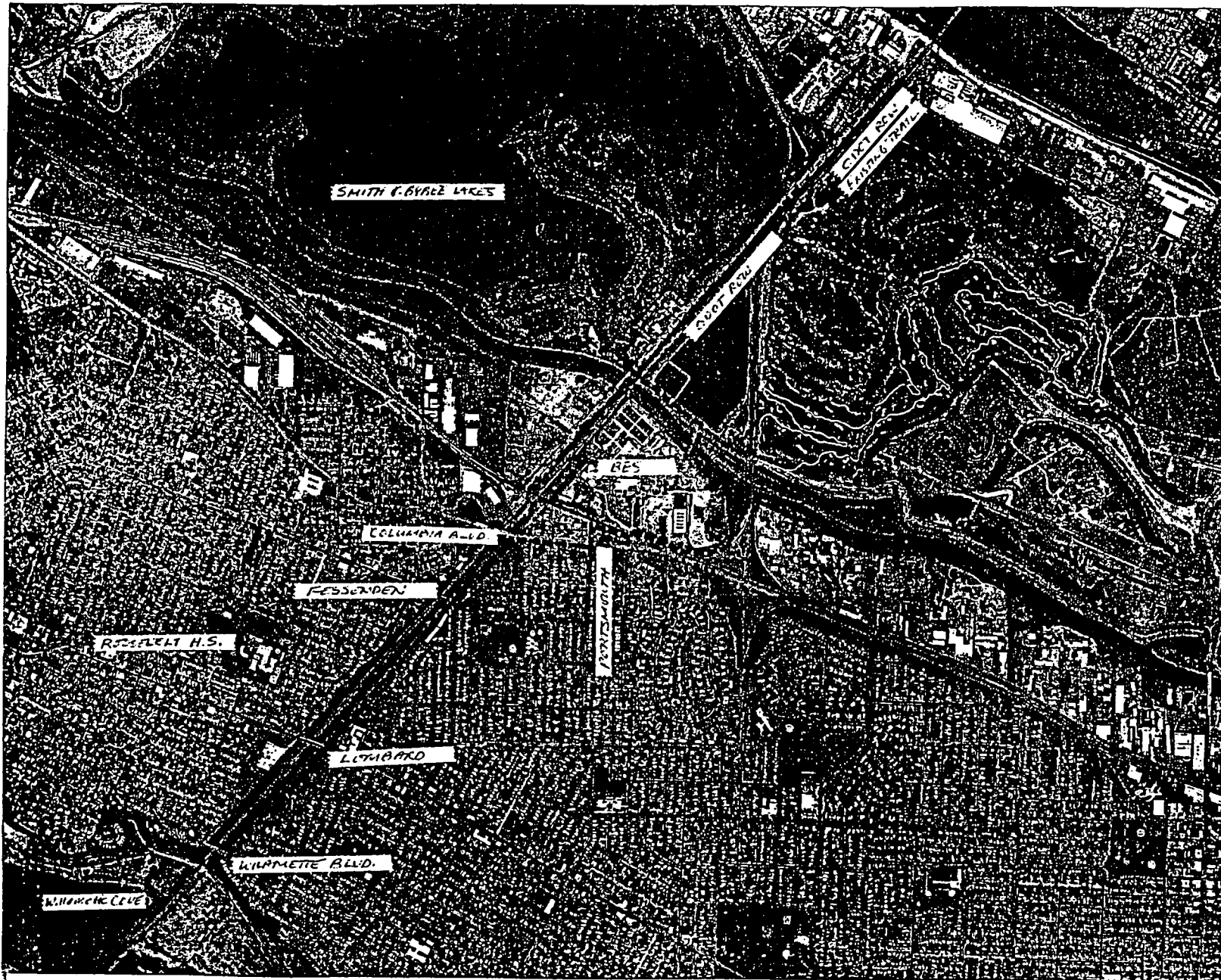
FACTUAL BACKGROUND and PROPOSED ACTION

- The Peninsula Crossing Trail is a three mile corridor in north Portland connecting the Willamette and Columbia rivers. The corridor is planned to be a multi-use urban trail. The southern terminus is at N. Willamette Blvd. (on the bluff above Willamette Cove). The northern terminus is located at N. Marine Drive (adjacent to Smith and Bybee Lakes Natural Area).
- Trail construction is funded under Metro's Open Spaces bond at \$1.6 million. The segment of the trail to be constructed on Portland Bureau of Environmental Services (BES) owned property is also \$1.6 million. BES trail construction costs include a bridge over the Columbia slough.
- Passage of this resolution would allow Metro to enter into an Intergovernmental Agreement (IGA) with the city of Portland. The IGA enables Metro to design and construct the trail; and provides that the city of Portland will maintain the trail within its right-of-way and on city owned property.
- The IGA requires Metro to pay for the required street improvement permit which includes design review, and construction inspection by city staff, primarily transportation (PDOT) staff. PDOT has estimated these costs at \$88,200. The IGA does not cap these costs. PDOT's director has assured Metro that the City will make every effort to stay within its estimate.
- Trail improvements built within the city's right-of-way and on city owned property will be transferred to the City, upon completion of trail construction. Trail improvements built within state of Oregon right-of-way will be transferred to the state of Oregon Department of Transportation (ODOT).
- Operations and maintenance of the trail will be the responsibility of the city and state upon completion of construction.
- Metro has made an offer to purchase a parcel (1.47 acres) of land at N. Carey Blvd. and Columbia Blvd. which will become part of the trail. This parcel will allow for construction of a trail which meets slope and grade requirements of the Americans' with Disabilities Act (ADA) as well as save on trail construction costs. The site would also create an open space amenity along the trail.

- The trail will be entirely within city right-of-way (undeveloped Carey Blvd., bike lanes and sidewalks on Portsmouth, Fessenden and Columbia Blvd.); on city owned property (BES sewage treatment plant); state right-of-way (N. Portland Rd.); and on a parcel that Metro has made an offer to purchase at N. Carey Blvd. and Columbia Blvd.
- Metro Parks and Greenspaces staff have coordinated the trail project with neighborhood residents and property owners; City Parks, Transportation (PDOT), and BES staff; ODOT staff; and the appropriate private utility companies since the inception of the trail concept three years ago.
- Metro Parks and Greenspaces staff have met with city staff over the past few months to coordinate project implementation and to draft the IGA. The IGA will also be discussed and reviewed by the Portland City Council for approval.
- Pending Metro and City approval of the IGA, design workshops for the public and other citizen involvement activities will commence. Final design approval, permits and construction would follow. Trail construction is scheduled to be completed in 1999.

EXECUTIVE OFFICER'S RECOMMENDATION




The Executive Officer recommends approval of Resolution No. 96-2413.

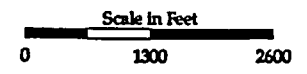


R L I S

Regional Land Information System

Peninsula Crossing

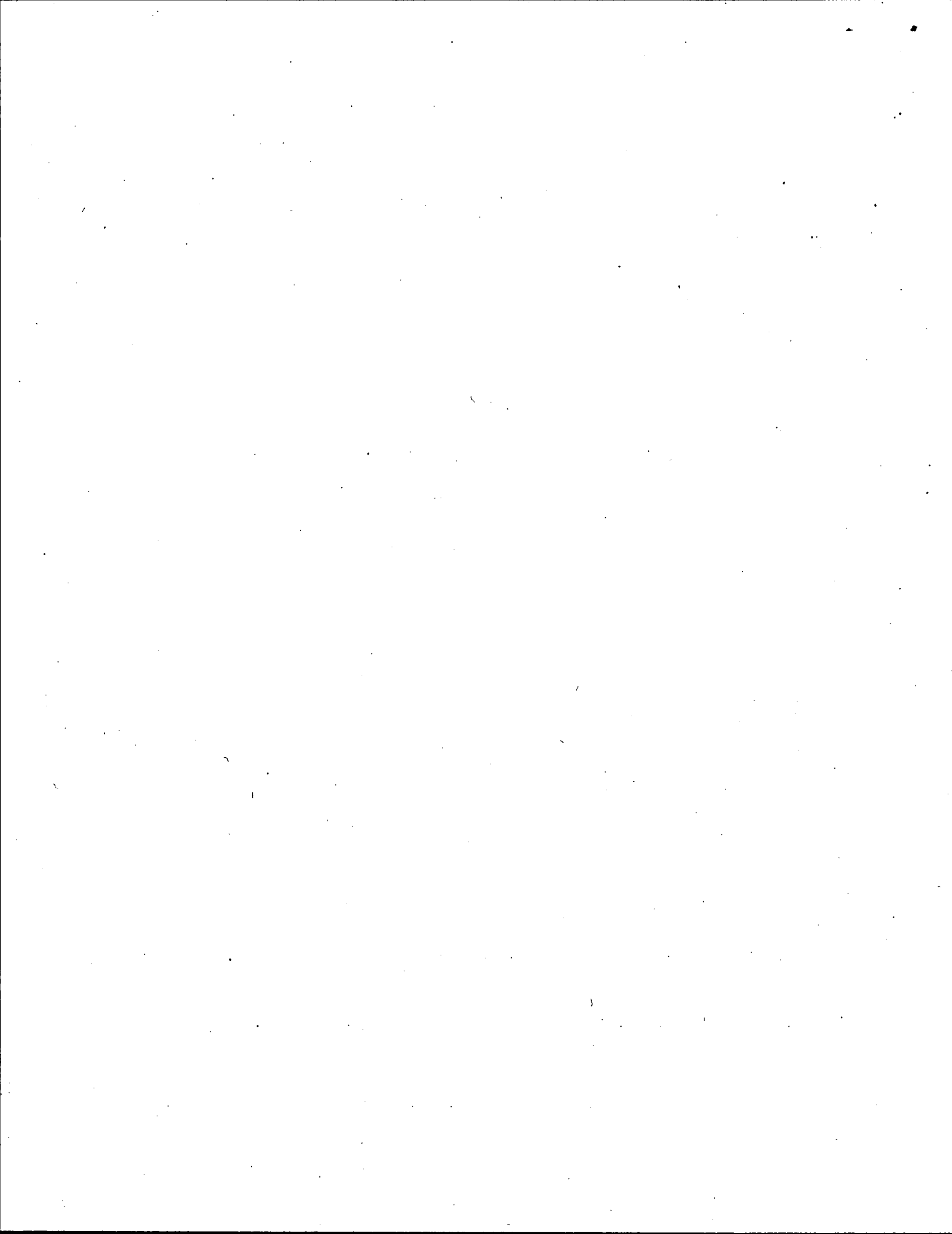
-  Metro
-  Portland
-  Existing Trail



600 NE Grand Ave
Portland, OR 97232-2736
(503) 757-1742

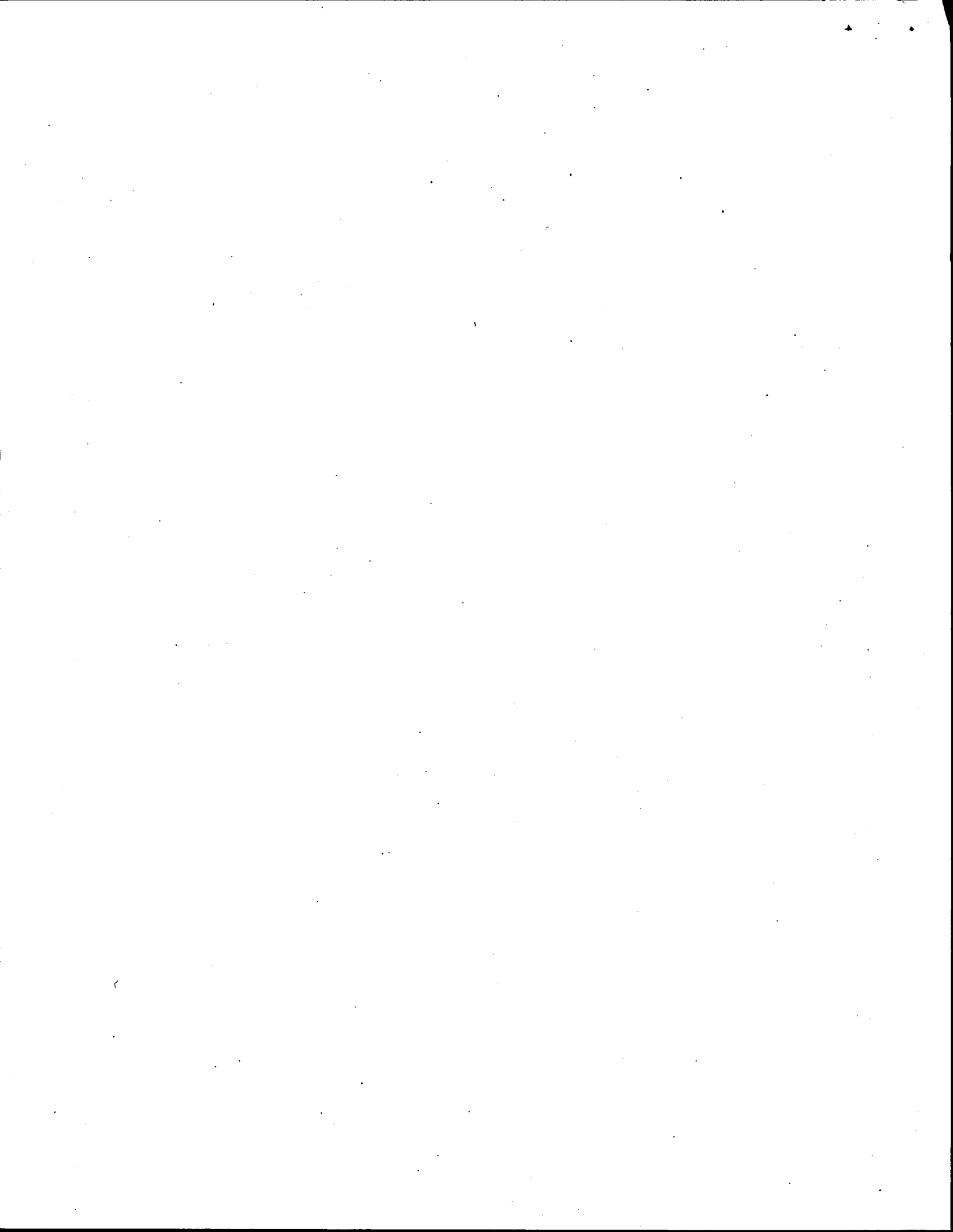


METRO



RESOLUTION NO. 96-2419A, For the Purpose of Authorizing Signature of the Intergovernmental Agreement Forming the Regional Water Providers Consortium.

Metro Council
Thursday, November 14, 1996



BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING)
SIGNATURE OF THE)
INTERGOVERNMENTAL AGREEMENT)
FORMING THE REGIONAL WATER)
PROVIDERS CONSORTIUM)

RESOLUTION NO. 96-2419A

Councilor Susan McLain

WHEREAS, Metro is mandated by its Charter to address Regional Water Supply and Storage in its Regional Framework Plan; and

WHEREAS, Metro joined the Regional Water Supply Planning Study on July 28, 1994, with adoption of Resolution No. 94-2010A; and

WHEREAS, Metro provided Region 2040 project population projections to the Regional Water Supply Planning Study and other map and analytic services as its contribution to the study as agreed by Council Resolution No. 94-1962A; and

WHEREAS, Metro coordinates regional growth management planning through its Region 2040 program and the resulting urban form will affect water consumption demands and future water supply infrastructure needs in the region; and

WHEREAS, Metro has actively participated in the Regional Water Supply Planning Study, has sought and received public testimony on the draft preliminary *Regional Water Supply Plan* and provided comments on the preliminary plan in Council Resolution No. 95-2233A; and

WHEREAS, Metro Council has supported the formation of a regional consortium

to implement and monitor the *Regional Water Supply Plan* in Council Resolution No. 95-2233, and provided final review and comments on the final draft of the Regional Water Supply Plan in a letter dated July 11, 1996; and

WHEREAS, Metro Office of General Counsel participated in the inter-agency team that drafted the language for the Intergovernmental Agreement forming the Regional Water Providers Consortium; ~~now, therefore~~

WHEREAS, Metro reaffirms its commitment to the following three key issues in the Regional Water Supply Plan: public participation, water conservation and the link between land use and water supply planning; now, therefore

BE IT RESOLVED,

1. That the Metro Council hereby authorizes the Metro Executive Officer to sign the Intergovernmental Agreement (IGA) attached and incorporated herein as Exhibit A to join the Regional Water Providers Consortium as a full voting member.
2. That the Metro Council, consistent with the IGA, hereby endorses the *Regional Water Supply Plan Final Report* attached and incorporated herein as Exhibit B.
3. That the Metro Council intends to allocate approximately \$ 10,000 in Metro's FY 1996-97 budget for payment of its first annual dues for Metro's share to operate the Consortium, subject to approval of the first Annual Work Plan Budget.
4. That the Metro Council hereby appoints Councilor Susan McLain as Metro representative to the Consortium Board. Executive Officer Mike Burton is hereby appointed as alternate. John Fregonese, Director of the Growth Management Department is hereby appointed as Metro representative to the Technical Committee.

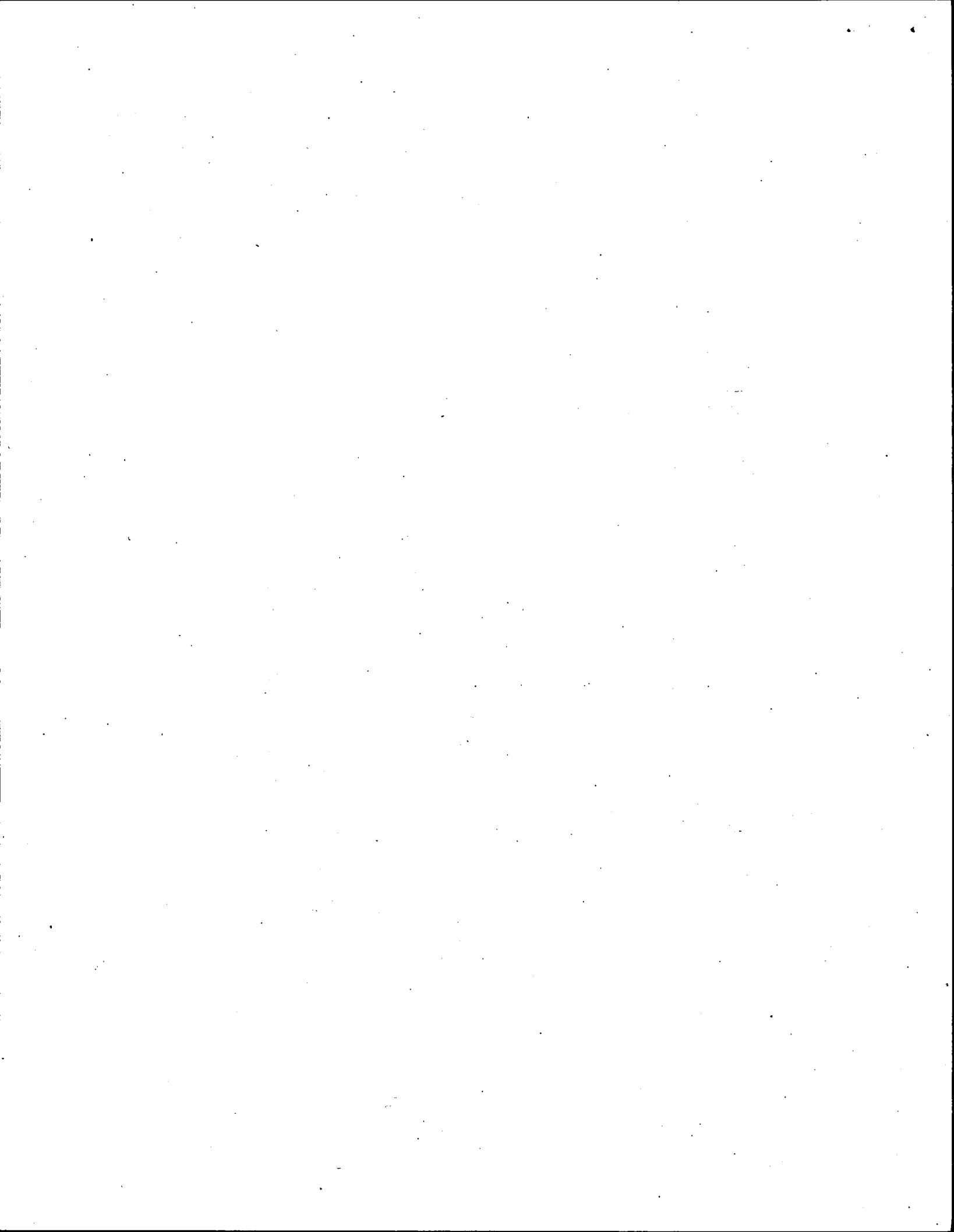
Rosemary Furfey Senior Regional Planner is hereby appointed as alternate.

ADOPTED by the Metro Council this ___ day of ___, 1996.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel



STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 96-2419A FOR THE PURPOSE OF AUTHORIZING SIGNATURE OF THE INTERGOVERNMENTAL AGREEMENT FORMING THE REGIONAL WATER PROVIDERS CONSORTIUM

Date: October 23, 1996

Presented By: Rosemary Furfey

PROPOSED ACTION

This resolution provides that the Metro Council sign the Intergovernmental Agreement (IGA) (Exhibit A) to form the Regional Water Providers Consortium and endorse the *Regional Water Supply Plan* (Exhibit B) as the region's water supply strategy for the future. It also identifies the proposed funding amount that Metro will pay as its first annual dues to the Consortium, as well as appointing Metro representatives to the Consortium Board and Technical Committee.

BACKGROUND

The Regional Water Supply Plan Final Report and IGA are the result of a five-year regional planning effort that has involved 27 municipal water providers (cities and districts), together with Metro, in the three-county metropolitan region. Metro has been a participant since July 28, 1994 after adoption of Council Resolution No. 94-2010A.

As part of Metro's contribution in the study, staff have provided technical information regarding the Region 2040 program and population growth projections for the study's water demand modeling as agreed upon in Council Resolution No. 94-1962A. In addition, Councilor Jon Kvistad and Executive Officer Mike Burton have participated in Commission Lindberg's Water Services Leadership Group which met periodically during the study. Metro staff have participated in the monthly participant's committee meetings and Metro's Water Resources Policy Advisory Committee (WRPAC) has been briefed on the status of the project on a monthly basis.

Since joining the study, the Metro Council and Growth Management Committee have been briefed periodically about the status and results of the project. The Council was briefed about the draft *Regional Water Supply Plan* and held public hearings in October, 1995. As a result of the hearing and staff analysis, the Council passed Resolution No. 95-2233A in November, 1995 which evaluated the study's results and made Council recommendations for changes in the draft version. As part of the Council's recommendations to the study's management team, the Council strongly supported the formation of a regional water providers consortium to implement the water supply plan.

The Metro Growth Management Committee was briefed by staff in May, 1996 that the draft plan had been revised to specifically address the Council's recommended revisions. As a result of this briefing, Councilor Susan McLain wrote to the study's management team in July, 1996 to express the Council's acknowledgment that the draft plan had been revised sufficiently to address Council comments. Again, Councilor McLain expressed support for formation of the consortium.

The *Regional Water Supply Plan* was revised during the last eight months based on public comment and comments from participants, including those proposed by Metro. The final report for the *Regional Water Supply Plan* is now ready for adoption.

The IGA was developed by a team of legal staff from selected study participants, including Metro. Metro staff have worked with Metro Legal Counsel to ensure that Metro's interests and authority are protected and represented in the IGA. The Executive Officer and several Councilors were briefed about the development of the IGA at Commissioner Lindberg's Water Services Leadership Group meetings. In addition, all Councilors received a copy of the draft IGA with a staff analysis report in August, 1996.

FACTUAL ANALYSIS

The actions authorized by this resolution represent the culmination of over five years of research, planning and public involvement. This study is based on Metro's population projections and direct participation from the region's 27 water providers. This study is nationally significant not only because of its regional scope, but also because it is technically rigorous and has made important strides to involve the public at all stages.

Final Report: Regional Water Supply Plan

The Metro Council and staff have participated in all aspects of this regional study. They have provided valuable technical contributions to ensure future water supply actions are linked to Metro and local land use decisions, as well as taking environmental impacts into consideration. The Metro Council has provided a uniquely regional perspective in its evaluation of the draft plan. The final report addresses the outstanding issues raised by the Metro Council and it should be adopted by the Council as an attachment to the IGA.

Regional Water Providers Consortium

This resolution enables Metro to join the Regional Water Providers Consortium which will be created when 15 or more participants (listed in Exhibit C to the IGA) from the *Inter-Governmental Agreement to Fund Phase Two of the Plan* sign the IGA. The Metro Council has been a strong proponent of forming a Consortium to implement the *Regional Water Supply Plan*. The responsibilities of the Consortium are similar to the ones the Metro Council identified in Resolution No. 95-2233A. Metro's authority and responsibilities are protected in this IGA. Metro Legal Counsel assisted in development of the Consortium's enabling language and has not identified any legal concerns that would prevent the Council from signing the IGA.

There are many advantages to Metro in joining the Consortium. First, it is Charter mandated that Metro address regional water supply and storage in its Regional Framework Plan. The Metro Council has stated that it will use relevant portions of the *Regional Water Supply Plan* as a basis for its Framework Plan element. Therefore, joining the Consortium will allow Metro to adopt the plan and participate in the active implementation of the plan. This will ensure the important coordination between Metro's growth management activities and provision of municipal water supply to the growing region. Second, the Metro Council has identified land use and water conservation as the two key water supply issues it is interested in and membership in the Consortium will ensure Metro's full involvement in these areas. Finally, the Consortium allows for direct involvement of both elected officials, as well as technical staff. This will ensure that all aspects of plan implementation are fully reviewed, fiscally accountable and technically sound.

Organization of the Consortium

The organization and functions of the Consortium are outlined in Exhibit D. Summarizing briefly, the Consortium has a *Consortium Board* made up of officials from the governing bodies of the participants. The Board adopts the work plan, budget and sets major policy. The *Consortium Technical Committee* makes recommendations to the Board on work plan, budget and plan amendments. A *Technical Subcommittee*, which will include a Metro staff member, develops and recommends budgets, work plans and policy.

Consortium Dues and Metro Budget Implications

Each participant of the consortium will pay annual dues no later than September 1 of each year sufficient to fund the approved annual budget of the Consortium, as established by the Board. The dues are determined by a method based on retail customer accounts, proportional share of total average daily retail water use, and a proportional share of projected incremental growth in average daily summer peak season use of all participants. Metro, however, is not a water provider, and therefore this formula cannot apply.

In discussions about how Metro's dues should be calculated, it was discussed with the study's management team that because some water districts are experiencing rapid near term growth that gives them higher proportional dues which are beyond their current capacity to pay, it has been decided to cap their dues amount. This results in a short fall of approximately \$ 10,000 in estimated costs to fund the first year of the Consortium. It has been proposed that Metro's dues make up this short fall (see Exhibit E), with first year annual dues of approximately \$ 10,000. The total budget for the first year of the Consortium is \$ 175,000. Exhibit E summarizes the proposed amount for each participant.

Metro's Consortium Representatives

As a member of the Consortium, the Metro Council must appoint representatives and alternates to the Consortium Board and Technical Committee. Staff recommends that Councilor Susan McLain, Chair of Metro's Water Resources Policy Advisory Committee, be selected as the Board representative and Executive Officer Mike Burton as Board alternate; and John Fregonese, Director, Growth Management Services

Department as Technical Committee representative and Senior Regional Planner
Rosemary Furfey as alternate.

Conclusion

It is essential that the Metro Council authorize signing of the IGA and join the Regional Water Providers Consortium. This will partially fulfill Metro's Charter obligations regarding regional water supply planning through adoption of the *Regional Water Supply Plan*. It will also ensure continued regional coordination and participation of the region's water providers to cooperatively address the region's growing water supply needs and cooperatively implement the *Regional Water Supply Plan*.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 96-2419.

EXHIBIT A

INTER-GOVERNMENTAL AGREEMENT

OF

REGIONAL WATER PROVIDERS CONSORTIUM

TABLE OF CONTENTS

Section 1.	Definitions	2
Section 2.	Purposes	3
Section 3.	Endorsement of Regional Water Supply Plan	4
Section 4.	Cooperation and Participants' Retained Powers	4
Section 5.	Consortium Authority	4
Section 6.	Participants	6
Section 7.	Dues	7
Section 8.	Work Plan and Budgeting	9
Section 9.	Consortium Board	10
Section 10.	Consortium Technical Committee	11
Section 11.	Consortium Technical Subcommittee	12
Section 12.	Dispute Resolution	13
Section 13.	Duration and Dissolution	13
Section 14.	Legal Liability	14
Section 15.	Oregon Law and Forum	14
Section 16.	Public Notification	14

REGIONAL WATER PROVIDERS CONSORTIUM

This Inter-Governmental Agreement is entered into by and among the undersigned municipalities and districts, hereinafter called "Participants," to establish and operate the Water Providers Consortium for the Portland Metropolitan Region.

RECITALS

WHEREAS, ORS Chapter 190 authorizes units of local government to enter into written agreements with any other unit or units of local government for the performance of any or all functions and activities that any of them has authority to provide; and

WHEREAS, all the Participants of this Agreement are thus authorized to enter into an inter-governmental agreement; and

WHEREAS, many of the water providers of the Portland metropolitan area have been meeting together since 1989 through an informal group called the Regional Providers Advisory Group to coordinate water supply planning efforts; and

WHEREAS, twenty seven of the area's water providers agreed in May, 1993, through the *Inter-Governmental Agreement to Fund Phase Two of the Regional Water Supply Plan* jointly to fund an integrated Regional Water Supply Plan and have been meeting monthly since then as the Phase Two Participants Committee to manage the development of that Regional Water Supply Plan; and

WHEREAS, a draft of the resulting Regional Water Supply Plan has been circulated for public review since September, 1995; and

WHEREAS, a final Regional Water Supply Plan has now been completed; and

WHEREAS, that Regional Water Supply Plan contains specific recommendations for future cooperation and coordination between the water providers in this region through the formation of a regional water providers consortium; and

WHEREAS, as the Regional land use agency under state law and Regional charter, the Metropolitan Service District ("METRO") has responsibilities to plan and coordinate the provision of public facilities in the region, including responsibilities created by the Metro Charter requiring that Metro's Regional framework plan address water sources and water storage; and

WHEREAS, Metro has adopted Regional goals and objectives to encourage coordinated planning and management of water resources to ensure a sufficient water supply for the region; and

WHEREAS, Metro's participation in preparation of the Regional Water Supply Plan and this Agreement is consistent with its regional coordination functions and its Charter responsibilities; and

WHEREAS, Metro's adoption of the Regional Water Supply Plan and execution of this Agreement are important parts of Metro studies preliminary to adoption of a water supply component of its regional framework plan; and

WHEREAS, the Participants desire to enter into an inter-governmental agreement in order to endorse the Regional Water Supply Plan and coordinate and cooperate in its implementation;

NOW, THEREFORE, the Participants agree as follows:

Section 1. Definitions

For purposes of this Agreement the following terms shall be defined as follows:

"Agreement" - This document and any authorized amendments thereto.

"Consortium" - Shall mean all Participants to this Agreement acting pursuant to and under the terms of the Agreement.

"Consortium Board" - Shall mean the Board of Directors established by Section 9 of this Agreement, consisting of one representative from the governing board, commission or council of each Consortium Participant.

"Consortium Funds" - Consortium funds shall consist of all dues, voluntary contributions, grant monies and funding from any other source provided to the Consortium to conduct the activities and business of the Consortium.

"Consortium Technical Subcommittee" - Shall mean the Committee established by Section 11 of this Agreement consisting of ten of the Technical Committee members.

"Consortium Technical Committee" - Shall mean the Committee established by Section 10 of this Agreement, consisting of one staff representative appointed by the governing board, commission, or council of each Participant.

"Plan" - That document dated October, 1996, entitled Regional Water Supply Plan for the Portland Metropolitan Area, referred to herein as the "Plan."

Section 2. Purposes

The general purposes of the Consortium are as follows:

- A. To promote the voluntary coordination of individual and collective actions of Participants implementing the Plan;
- B. To serve as the central custodian for Plan documents, including computer models;
- C. To review and recommend revisions to the Plan, as appropriate;
- D. To provide a forum for the study and discussion of water supply issues of mutual interest to Participants and to coordinate the responses of Participants to such issues;
- E. To provide a forum for review and discussion of water resource related issues preliminary to any final actions by individual Participants, regarding issues which could be considered to relate to application of the statewide land use goals, comprehensive plans, regional plans, or land use regulations;
- F. To establish an avenue for public participation in water supply issues in addition to public participation activities of the individual Participants.

Section 3. Endorsement of Plan

A. By entering into this Agreement, the individual Participants endorse the Plan, attached hereto as Exhibit A, and agree to cooperate among themselves in its implementation.

B. The Participants have endorsed the Plan in order to provide guidance for individual water supply decisions and to provide an outline for Regional water supply cooperation. Endorsement of the Plan and coordination of its implementation by the Consortium are part of the ongoing commitment of the Participants jointly to study and coordinate means to meet the water supply needs for the region. The Plan does not, however, require any mandatory action by any Participant. Each Participant jurisdiction remains responsible for determining and adopting appropriate comprehensive and functional plan provisions, including city and county public facility plans and special district capital improvement plans. The Plan is not any part of any Participant's comprehensive land use plan or framework plan or implementing regulations unless an individual participant takes such action. No part of the Plan or any coordinated activity of the Consortium constitutes a final land use decision by any Participant applying statewide or regional land use goals, comprehensive plans, functional plans, and/or land use regulations. For any part of the Plan to be applied to a Participant's land use actions, direct action to that effect is required by that Participant.

Section 4. Cooperation and Participants' Retained Powers

The Participants intend that the Consortium shall act through the processes laid out herein in the spirit of cooperation. Unless specifically provided for herein, by entering into this Agreement, no Participant has assigned or granted to any other or to the Consortium its water rights or the power to plan, construct, and operate its water system or perform any other obligation or duty assigned to it under law.

Section 5. Consortium Authority

In accomplishing its purposes, and utilizing the organizational structure and decision-making processes contained herein, the Consortium is authorized to:

A. Adopt by-laws and other operating procedures consistent with the terms of this Agreement to govern Consortium operation and administration, including such things as meeting arrangements, voting procedures, election of officers of Consortium

component boards or committees, notice procedures, procedures for execution of legal documents such as contracts, budgeting, and financial operations.

B. Adopt and implement an annual work plan and issue annual reports and such supplementary reports as the Consortium may determine appropriate;

C. Collect regular dues from Participants to support the routine business of the Consortium in amounts established as provided herein;

D. Accept voluntary contributions from Participants in amounts higher than the regular dues for the purpose of conducting studies or engaging in other activities consistent with the Consortium purposes;

E. Apply for and receive grants and accept other funds from any person or entity to carry on Consortium activities;

F. Expend Consortium funds, however obtained, and establish accounts and accounting processes to manage Consortium funds or utilize the accounts and processes of Participants for such purposes under appropriate agreements;

G. Execute contracts to obtain goods and services and to enter into arrangements whereby Participants may contract on behalf of the Consortium to obtain goods and services;

H. Execute intergovernmental agreements;

I. Establish procedures for the hiring and firing of its own staff;

J. Accept assignment of staff from individual Participants to conduct Consortium work and to reimburse the Participants for the salary and other costs associated with the assigned staff;

K. Establish procedures and criteria whereby other units of government may enter into this Agreement subsequent to its initial creation by the execution of the Agreement by fifteen or more Participants, subject to the provisions herein enabling any Participant in the *Inter-Governmental Agreement to Fund Phase Two of the Plan* to join as a Participant of the Consortium at any time after the Consortium's creation;

L. Establish a process to coordinate Participant response to water policy issues of mutual concern;

M. Establish procedures to solicit the views of the public on water supply and water resource issues within the Consortium's purview;

N. Establish a process whereby water policy and water supply disputes or disagreements among Participants may be resolved;

O. Protect Consortium rights and enforce obligations owed to the Consortium by third parties to the extent permitted by law;

P. Take other action within the powers specifically granted the Consortium herein by the Participants to exercise the authority granted in subsections A. through O. above and to carry out the purposes stated in Section 2 above.

Section 6. Participants

A. **Participants in General.** Any Participant in the *Inter-Governmental Agreement to Fund Phase Two of the Plan*, as listed in Exhibit B to this Agreement, may initially join the Consortium at any time. Any Participant which, having once joined, withdraws or is expelled from the Consortium for non-payment of dues, may only re-join as provided in Section 7F. Participants in *Phase Two* may join in their own name or in the name of a separate inter-governmental entity, but not both. (For example, the Cities of West Linn and Oregon City may join as two separate Participants or as one, in the name of the South Fork Water Board.)

B. **Initial Creation By Fifteen Participants.** The Consortium shall be created and this Agreement shall become effective upon its execution by fifteen or more Participants in the *Inter-Governmental Agreement to Fund Phase Two of the Plan*. This Agreement may be signed in counterparts.

C. **Additional Participants.** The Consortium Board may accept additional governmental entities as Participants into the Consortium under terms and financial arrangements that the Board determines just and appropriate. The Board may establish standards for membership in its by-laws or may allow new members to join on a case by case basis. Provided, however, that in all cases, no new member may join the Consortium without the affirmative vote of a majority of the Board.

D. **Withdrawal.** Any Participant may withdraw from the Consortium at any time by giving written notice to the Chair of the Consortium Board. Consortium dues already paid shall not be refunded to the withdrawing Participant. To the extent it is able to do so, any Participant intending to withdraw from the Consortium shall endeavor to advise the Chair of that fact prior to February 1 and the approval of the Consortium's next fiscal year's budget.

Section 7. Dues

A. Each Participant of the Consortium shall pay annual dues no later than September 1 of each year sufficient to fund the approved annual budget of the Consortium, as established by the Board, provided, however, that the Board may establish a different payment amount and/or schedule for a Participant upon request from that Participant or upon the Board's own motion.

B. The dues of each water provider Participant shall be determined annually as follows:

1. Total annual dues for all members shall be set to equal the annual budget for the Consortium, not counting budget items to be funded by fewer than all the Participants as provided in Section 8.C., and taking into account any grants or non-dues monies available to fund the annual budget.

2. The total annual dues of Participants that are not water providers shall then be subtracted from the total annual dues-based budget, described in subsection 7.B.1. above, leaving a budget number to be funded by provider dues. Dues shall be set so that the dues of each water provider reflects its proportional share of that sum based on the following formula:

(a) 25% of the total provider dues shall be allocated proportionally based on the individual provider's proportional share of the total number of all Participants' retail customer accounts for the prior year;

(b) 25% of the total provider dues shall be allocated proportionally based on the individual provider's proportional share of total average daily retail water use (in million gallons a day) in the prior year of all Participants;

(c) 50% of the total provider dues shall be allocated proportionally based on the individual provider's share of the projected incremental growth in average daily summer peak season use (in million gallons a day) of all Participants. The projected incremental growth in use shall be based on the total incremental growth of all Participants projected from the first to the last year of the regional water demand forecast contained in the Plan or any more recent regional forecast approved as a Plan Amendment by the Consortium Board or the Participants' governing boards, commissions, or councils.

C. The amount of Metro's dues shall be established each year in the Annual Work Plan and budget. Metro's dues may include in-kind contributions.

D. The dues obligation of any additional Participant that is not a water provider shall be established by the Consortium Board at the time it approves an entity's membership.

E. A Participant that fails to pay its assigned dues by September 1 or a time otherwise established by the Board pursuant to Section 7A. shall be automatically removed as a Consortium Participant.

F. Upon a majority vote of the Board, a defaulting Participant (or a Participant that has previously withdrawn from membership) may be reinstated in the Consortium upon its agreement to pay its dues for the year during which it wishes to rejoin (calculated as if the entity had been a Participant at the time the budget was approved). Upon receipt of such dues by a rejoining member, the Board shall re-calculate the dues owed by other entities and provide a credit on the next year's dues to Participants who paid more than their total dues as recalculated.

G. If a new entity joins the Consortium as a Participant during an annual dues cycle, its dues and those of the existing Participants shall be calculated as follows:

1. If a new Participant is a water provider, its dues requirement will be calculated pursuant to Section 7.B. above.
2. If a new member is not a water provider, its dues will be determined as provided in Section 7.D. above.
3. The initial year dues for a new Participant joining part way through a budget cycle will be pro-rated to reflect partial year membership.

4. Upon addition of a new Participant part way through a budget cycle, the current year dues for existing Participants will be re-calculated and re-assigned as follows:

(a) The new Participant's initial year dues will be deducted from the total current dues-based budget.

(b) The remaining budget amount will be allocated to existing members in accordance with the percentage of the budget each Participant was assigned in the current annual budget.

(c) Existing members shall receive a credit on their next year's dues payment for any amounts they paid as dues that are greater than their revised dues obligation as determined herein.

5. New Participants joining at any time after September 1 shall pay their initial year dues by the following September or at a time otherwise established by the Board upon admission of the new Participant.

Section 8. Work Plan and Budgeting

A. By February 1 of each year, the Board shall adopt an annual work plan of Consortium activities for the upcoming fiscal year beginning on July 1.

B. At the same time, the Board shall adopt a budget sufficient to conduct the Consortium's Annual Work Plan. The budget shall also include a calculation of the dues owed by each Participant to fund the budget as provided in Section 7, taking into account any grants or non-dues funds available to the Consortium, and a table apportioning the dues to each Participant.

C. The budget may include special studies that will be funded by fewer than all of the Participants on a voluntary basis.

D. The Board may amend the budget and the work plan at any time during the year as it deems appropriate except that dues may only be increased annually as provided for in Section 7. Additional expenditures may be permitted so long as there are identified sources of revenue, other than increased dues, for such expenditure(s).

E. Participants are expected to provide to Consortium staff the data necessary to calculate the annual dues for budgeting and planning.

Section 9. Consortium Board

A. The Consortium Board shall be made up of one representative from the governing board, commission, or council of each Participant. Each Participant shall also name an alternate Board representative from its governing board, commission, or council to serve in case the primary representative cannot. Provided, however, that if the Board Chair does not attend a meeting, the Vice-Chair shall assume the Chair's duties rather than the Chair's alternate.

B. Multnomah, Clackamas, and Washington Counties may each also name a representative (and alternate) to serve on the Board as non-voting *ex officio* members of the Board.

C. The Board is authorized to: (1) approve the Consortium's annual work plan and budget; (2) set Consortium policy; (3) approve new Consortium Participants; (4) recommend water supply, water planning, and regional cooperation actions to Participant governing boards, commissions, or councils, especially, but not limited to, actions to implement the Plan; (5) approve minor amendments to the Plan; (6) recommend to the governing boards, commissions, or councils of the Consortium Participants major amendments to the Plan; (7) periodically review the Plan comprehensively, on a schedule providing for review at least every five years, commencing with the date upon which the Consortium is formed, or on a shorter schedule determined by the Board; (8) recommend to the governing boards, commissions, or councils of the Consortium Participants amendments to this Agreement; (9) adopt by-laws; (10) exercise any other powers and authority granted to the Consortium by this Agreement necessary to accomplish the Consortium's purposes.

D. The Board shall have the authority to designate which Plan Amendments are major and which are minor for purposes of determining the process for amendment consideration. Generally, major amendment to the Plan should include revisions to the Plan's policy objectives, resource strategies, or implementation actions which significantly alter Plan direction or would significantly change the implementation strategies. Minor amendments are all other changes to the Plan.

E. Upon its first meeting, the Board shall elect a temporary Chair and Vice-Chair and shall proceed within three months thereafter to adopt such by-laws as it deems advisable, consistent with this Agreement. Consistent with the terms of this Agreement, the by-laws shall, at least, (1) establish the offices of Chair and Vice-Chair and determine their terms, their general duties, and the method for their election; (2) establish how the Participants' governing boards, commissions, or councils shall notify the Consortium of their appointment of Board members and alternates; (3) establish a method to allow additional entities to join the Consortium; (4) establish a method to determine timing of meetings, provided that the Board must meet at least once a year; (5) establish a process for resolution of disputes among Participants; and (6) establish a method whereby the Board can create subcommittees of itself and other advisory committees or bodies to assist the Board in conducting its business, including a standing "Executive Committee." In creating a Board Executive Committee, the Board shall endeavor to achieve geographic representation and representation from municipalities, districts, and other types of entities that form the Participants' group.

F. Each year in the annual work plan or its amendments, the Board may assign such duties or delegate such Board authority as the Board deems advisable to any Board committee or to the Technical Committee, except that the Board may not delegate the authority (1) to execute inter-governmental agreements, (2) to designate Plan amendments as minor or major, (3) to recommend major Plan Amendments or amendments to this Agreement, (4) to approve the annual work plan and the budget, (5) to approve minor Plan amendments, (6) to approve the admission of Participants to the Consortium, or (7) to dissolve the Consortium.

G. To be effective, Board actions must be approved by a vote of a majority of the Board at a meeting at which a quorum of two-thirds of the Board is present.

Section 10. Consortium Technical Committee

A. The Consortium Technical Committee shall be made up of one staff representative appointed by the governing board, commission, or council of each Participant. Each governing board, commission, or council shall also name a Technical Committee representative alternate to serve when the primary representative cannot. Provided, however, that if the Technical Committee Chair does not attend a meeting, the Vice-Chair shall assume the Chair's duties rather than the Chair's alternate.

B. The Technical Committee shall advise and provide assistance to the Board on any matters falling within the Consortium's purview under this Agreement, shall direct the work of the Technical Subcommittee, and may act upon Board delegation of authority as provided in Section 9F.

C. The Technical Committee shall, upon its first meeting, elect a temporary Chair and Vice-Chair and shall proceed within three months thereafter to adopt such by-laws for its operation as it deems advisable, consistent with this Agreement. The by-laws shall, at least, (a) establish the offices of Chair and Vice-Chair and determine their terms, their general duties, and the method for their election; (b) establish how the Participants' governing boards, commissions, or councils shall notify the Consortium of their appointment of Technical Committee members and alternates; (c) establish a method to determine timing of meetings, provided that the Technical Committee must meet at least three times a year; and (d) establish a method whereby the Technical Committee can create subcommittees of itself and other advisory committees or bodies to assist the Technical Committee in conducting its business.

D. The Technical Committee shall, at its discretion, assign duties and tasks to and direct the work of the Technical Subcommittee.

E. To be effective, Technical Committee actions must be approved by a vote of a majority of the Committee at a meeting at which a quorum of two-thirds of the Committee is present.

Section 11. Consortium Technical Subcommittee

A. The Consortium Technical Subcommittee shall be made up of ten of the Technical Committee members (or, as required, their alternates) as follows:

1. Three of the Technical Subcommittee representatives must come from Participants in Clackamas County, three from Washington County, and three from Multnomah County, and one from Metro. Further, in each County, if possible given the Consortium membership, there must be at least one representative from a city and one from a special district.

2. The Technical Subcommittee representatives for each county shall be selected by the vote of the Technical Committee representatives for each county, provided, however, that in any case the Chair of the Technical Committee shall, without requiring election, be automatically named to the Technical Subcommittee as one of the

County representatives or as the Metro representative, as appropriate, and shall be Chair of the Technical Subcommittee, as well. If the relevant Technical Committee members are unable to select the required three Technical Subcommittee members from a county, then the Board representatives for the relevant county or counties shall select Technical Subcommittee members.

B. The Technical Subcommittee shall operate under the supervision of and advise the Technical Committee on any matters within the Consortium's purview. It is anticipated that the Technical Subcommittee shall, under the direction of the Technical Committee, or as provided for in any agreement or contract to provide staffing, supervise Consortium staff (including employees of Participants assigned to the Consortium) and assume the responsibility to draft proposed work plans, budgets, annual and other reports, plan amendments, and implementation proposals for submission to the Technical Committee for review and submission to the Board.

C. To be effective, actions or recommendations for action by the Technical Subcommittee must be approved by a majority vote of those members present and voting at a meeting at which a quorum of a majority of the Technical Subcommittee is present.

Section 12. Dispute Resolution

The Participants intend to work cooperatively to accomplish the water resource strategies of the Plan and the purposes of this Agreement. It is understood, however, that there may be disagreements among the Participants on issues within the purview of the Consortium. The Consortium will also, therefore, provide a forum whereby such disagreements may be aired and, if possible, resolved. The Board shall establish a mandatory, but non-binding dispute resolution mechanism through its by-laws.

Section 13. Duration and Dissolution

This Agreement shall remain in effect, subject to the following: (1) any Participant may withdraw at any time as provided in this Agreement; (2) should all but one Participant withdraw, the Agreement shall end and the Consortium shall be dissolved; (3) the Agreement may be ended and the Consortium dissolved by a vote of the Board.

Section 14. Legal Liability

Participants agree to share any costs or damages, including reasonable attorney's fees, from third party actions against the Consortium. The obligation shall apply to any entity that was a Participant in the Consortium at the time the liability arose or the cause of action accrued. Payment obligations shall be proportional to the dues of each entity. Participants agree to assist and cooperate in the defense of such an action. Settlement of any action that would impose an obligation to pay upon the Participants under this provision must be approved by a majority of the Board.

Section 15. Oregon Law and Forum

A. This Agreement shall be construed according to the law of the State of Oregon.

B. Any litigation between the Participants under this Agreement or arising out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

Section 16. Public Notification

Meetings of the Consortium Board, the Consortium Technical Committee, and any subcommittees of those bodies shall be considered open meetings as provided by law.

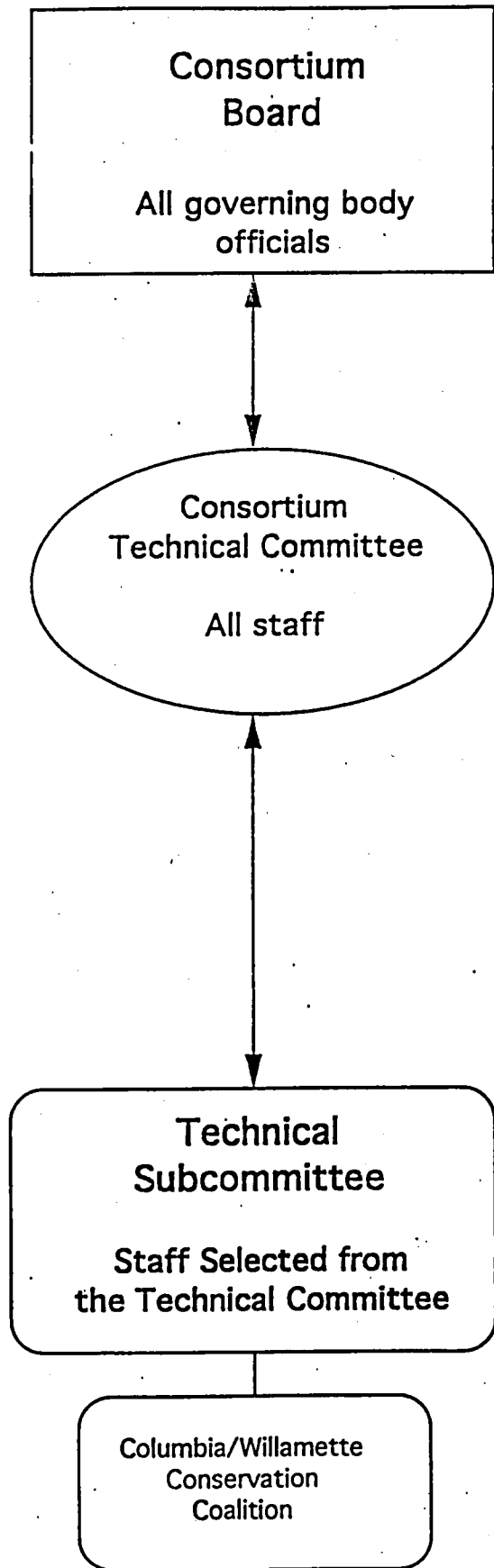
DATED this _____ day of _____, 1996.

**PHASE 2
of the
REGIONAL WATER SUPPLY PLAN**

PARTICIPANTS:

City of Beaverton
Canby Utility Board
Clackamas River Water
City of Gladstone
Damascus Water District
City of Fairview
City of Gresham
City of Hillsboro Utilities Commission
City of Forest Grove
City of Lake Oswego
Metro
City of Milwaukie
Mt. Scott Water District
Oak Lodge Water District
City of Portland
Raleigh Hills Water District
Rockwood Water
City of Sandy
City of Sherwood
South Fork Water Board: City of Oregon City/City of West Linn
City of Tigard Water Department
City of Troutdale
City of Tualatin
Tualatin Valley Water District
West Slope Water District
City of Wilsonville
City of Wood Village

Organization & Functions for a Regional Water Providers Consortium



- Meets once or a few times a year
- Adopts the work plan, budget, sets major policy, approves new members, and minor plan amendments
- Recommends IGA Amendments and Major Plan revisions to governing bodies
- One official from each member entity
- May create a smaller representative group of officials which meets more often to advise the Board

- Reviews and makes recommendations to the Consortium Board on work plan, budget, plan amendments, IGA review and amendments and revisions, new members, etc.
- Provides advise to the steering committee on implementation actions and other work program activities
- Presents annual report or other special reports to the Consortium Board
- Meets every or every other month as needed

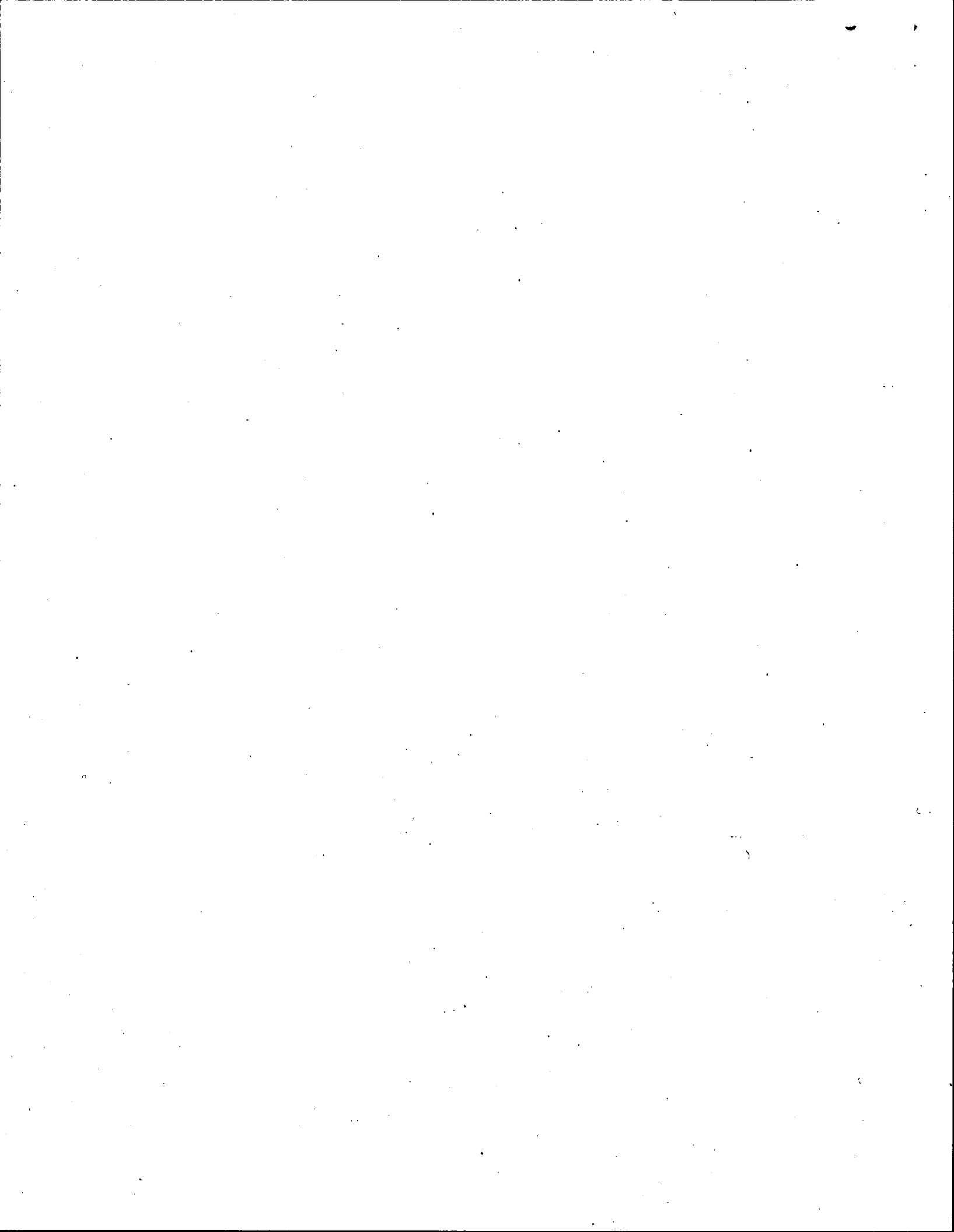
- Includes representative staff from the technical committee based on county representation (3 from each county and one metro staff)
- Meets every month or more frequently as needed
- Develops and recommends budget, work plan, policy recommendations, plan amendments, IGA amendments, and plan revisions to the Technical Committee
- Conducts the coordination activities of the consortium and the implementation actions under the RWSP
- Prepares annual or special reports to the Technical Committee

Water Providers Consortium Preliminary Dues Share Table 1997-98

Exhibit E

Participants	1998 Customer Accounts **	% of Total	Dues Funding Share	1998 Avg. Wtr Dmd **	% of Total	Dues Funding Share	Peak Season MGD Growth ***	% Wtr Dmd Growth	Dues Funding Share	Total Funding Share
JWC Beaverton	6,620	1.90%	\$810	4.64	2.77%	\$1,181	1.96	1.24%	\$935	\$2,826
Canby	2,878	0.83%	\$352	1.33	0.79%	\$338	2.16	1.37%	\$1,030	\$1,721
Clackamas RW	11,407	3.27%	\$1,396	6.71	4.01%	\$1,707	11.78	7.47%	\$5,619	\$8,722
Gladstone	3,265	0.94%	\$400	1.6	0.95%	\$407	0.17	0.11%	\$81	\$888
Damascus										\$2,589
Fairview										\$663
Gresham	18,640	5.35%	\$2,281	4.72	2.82%	\$1,201	11.65	7.38%	\$5,557	\$9,039
JWC Hillsboro	13,446	3.86%	\$1,646	6.43	3.84%	\$1,636	21.06	13.35%	\$10,045	\$13,328
JWC Forest Grove	3,965	1.14%	\$485	2.27	1.35%	\$578	2.49	1.58%	\$1,188	\$2,250
Lake Oswego	11,997	3.44%	\$1,468	6.04	3.61%	\$1,537	2.29	1.45%	\$1,092	\$4,097
Milwaukie	6,183	1.78%	\$757	3.11	1.86%	\$791	1.34	0.85%	\$639	\$2,187
Mt. Scott	3,878	1.11%	\$475	1.26	0.75%	\$321	4.09	2.59%	\$1,951	\$2,746
Oak Lodge	8,032	2.31%	\$983	3.39	2.02%	\$863	1.10	0.70%	\$525	\$2,370
Portland	159,257	45.72%	\$19,490	79.03	47.17%	\$20,108	29.37	18.61%	\$14,008	\$53,605
Raleigh WD	1,000	0.29%	\$122	0.59	0.35%	\$150	0.11	0.07%	\$52	\$325
Rockwood	12,424	3.57%	\$1,520	6.25	3.73%	\$1,590	6.27	3.97%	\$2,991	\$6,101
Sandy										\$0
Sherwood										\$1,240
South Fork WB	8,462	2.43%	\$1,036	4.69	2.92%	\$1,244	3.35	2.12%	\$1,598	\$3,678
Tigard	12,386	3.56%	\$1,516	5.37	3.21%	\$1,366	5.69	3.61%	\$2,714	\$5,596
Troutdale	2,850	0.82%	\$349	1.05	0.63%	\$267	4.02	2.55%	\$1,917	\$2,533
Tualatin	4,477	1.29%	\$548	2.14	1.28%	\$544	2.73	1.73%	\$1,302	\$2,394
Tualatin Valley WD	38,923	11.17%	\$4,763	19.47	11.62%	\$4,954	38.10	24.15%	\$18,172	\$27,889
West Slope WD	3,401	0.98%	\$416	1.19	0.71%	\$303	0.98	0.62%	\$467	\$1,188
Wilsonville	3,488	1.00%	\$427	2.49	1.49%	\$634	4.82	3.05%	\$2,299	\$3,359
Wood Village	1,247	0.36%	\$153	0.49	0.29%	\$125	0.50	0.32%	\$238	\$516
Powell Valley WD	10,091	2.90%	\$1,235	3.08	1.84%	\$784	1.75	1.11%	\$835	\$2,853
SUB TOTAL	348,318	100.00%	\$42,627	167.54	100.00%	\$42,627	157.78	100.00%	\$75,254	\$165,000
Metro									\$10,000	\$10,000
Grand Total	348,318		42,627	167.54		\$42,627	157.78		\$85,254	\$175,000

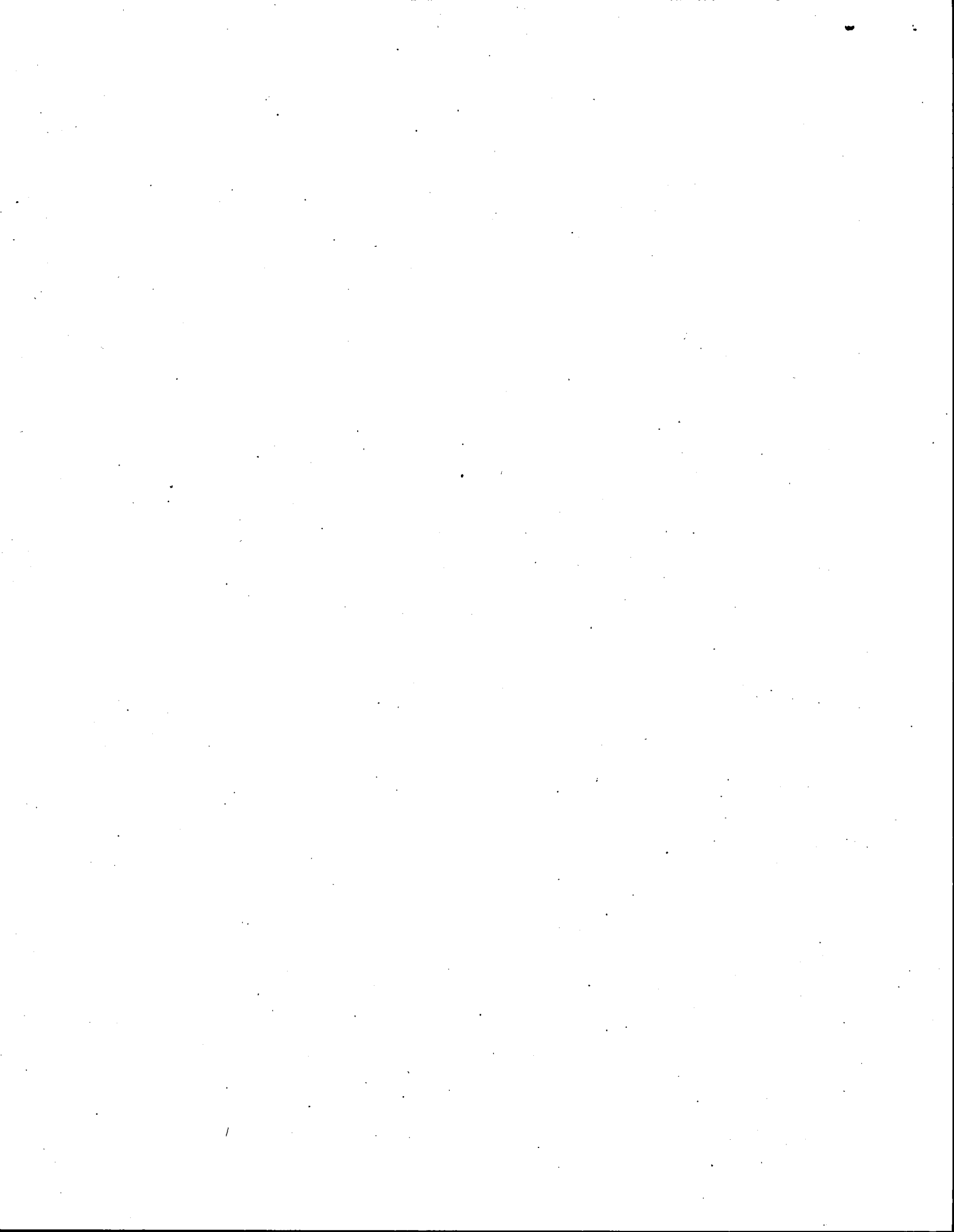
** MGD & Accounts From the RWSP Demand Forecast, based on h *** Growth in peak season demand based on RWSP Demand Forecast High PMGD 1996-2050



Agenda Item Number 8.6

**RESOLUTION NO. 96-2418A, For the Purpose of Appointing Members to the Water Resources
Policy Advisory Committee.**

**Metro Council
Thursday, November 14, 1996**



BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPOINTING) RESOLUTION NO. 96-2418A
MEMBERS TO THE WATER)
RESOURCES POLICY ADVISORY)
COMMITTEE) Introduced by: Councilor
Susan McLain

WHEREAS, the Metro Council established a Water Resources Policy Advisory Committee in the 1980s to provide technical advise on development of Metro's functional plans for Areawide Wastewater Management and Areawide Stormwater Management;

WHEREAS, the Metro Charter requires Metro to address water resource issues within the context of its growth management planning program and Regional Framework Plan;

WHEREAS, the Water Resources Policy Advisory Committee unanimously approved proposed revisions to its By-Laws at its March 27, 1996 meeting;

WHEREAS, the Metro Council approved the revisions to the By-Laws of the Water Resources Policy Advisory Committee as adopted in Council Resolution No. 96-2321B and directed the Committee to seek nominations to the voting and non-voting positions; ~~now, therefore,~~

WHEREAS, the Homebuilders Association declined membership on the committee, a new category of "citizen" with expertise in development issues is being

added to fill this need on the committee; now therefore.

BE IT RESOLVED

That the Metro Council appoints the following members to the Water Resources Policy Advisory Committee as described in Exhibit A attached hereto.

ADOPTED by the Metro Council this ___ day of _____, 1996.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Council

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 96-2418 FOR THE PURPOSE OF APPOINTING MEMBERS TO THE METRO WATER RESOURCES POLICY ADVISORY COMMITTEE

Date: October 23, 1996.

Presented by: Rosemary Furfey

FACTUAL BACKGROUND AND INFORMATION

The Metro Water Resources Policy Advisory Committee (WRPAC) was formed in the early 1980s to advise the Metro Council on technical matters related to Metro's Areawide Wastewater and Areawide Stormwater Management Plans. The committee's by-laws were last revised in 1990.

WRPAC has met on a quarterly basis for the last six years and has traditionally advised the Metro Council on technical issues regarding annual updates to wastewater functional plans. During the last two years, however, WRPAC has taken an active role in providing technical expertise and advise to the Metro Council and Executive Officer regarding water issues in the Region 2040 planning program, Regional Urban Growth Goals and Objectives (RUGGOs), early implementation of the Urban Growth Management Functional Plan Title 3 and model ordinance for Title 3.

Based on WRPAC's increasingly active advisory role, the committee has reviewed its mission statement and membership composition to ensure its by-laws reflect and support its growing role for Metro's growth management activities. WRPAC met in January and March, 1996 to discuss its by laws and forwarded its recommended revised by-laws to the Council.

The Metro Council reviewed and made several minor changes to the recommended by-laws. It adopted Resolution No. 96-2321B and directed Metro staff to solicit nominations to the different membership categories.

Staff contacted each agency or organization in the WRPAC membership list and solicited nominations for representative and alternate in each membership category. Representatives and alternates were nominated for each category. The only organization which declined membership was the Home Builders Association of Metropolitan Portland (see Exhibit B). WRPAC recommended the nominees listed in Exhibit A at its most recent meeting on October 21, 1996.

For several positions, however, there are more than one nominee. The Metro Council will make the final appointment of membership based on the choice of nominees. Staff recommendations for categories with more than one nominee are as follows:

Fishery Interest:

- Representative: Jeffery Gottfried
- Alternate: Guy Orcutt

Clackamas River Watershed:

- Clackamas River Basin Council: Representative and alternate to be selected as soon as possible.

Lower Willamette River Watershed:

- Representative: Bob Roth, Johnson Creek Watershed Council
- Alternate: Skip Haak, Tryon Resource Management Partnership

Homebuilder Association:

Even though the Homebuilder Association has declined membership on WRPAC, it is still important to have development interests represented on the committee. At its most recent meeting, WRPAC recommended that a private developer be invited to become a member. One name that has been recommended is Tony Bonforte and he has expressed interest in serving on the committee. Staff recommends that the position be filled with a developer and seeks the decision of the Council in filling this appointment.

PROPOSED ACTION

This resolution seeks appointment by the Metro Council of the proposed members to the Council's Water Resources Policy Advisory Committee (Exhibit A) based on the revised by-laws adopted by the Council in Resolution No. 96-2321B. In some cases there are more than one nominee for an individual category and the Council will select its preferred nominee.

There are no implications to the Metro budget as a result of this resolution.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 96-2418 .

EXHIBIT A
Water Resources Policy Advisory Committee Membership
Based on WRPAC Membership Approved in Metro Resolution No. 96-2418A
November 1996

Voting Members (one vote each):

Organization	Representative	Alternate
Metro Council	Councilor Susan McLain	None at this time
Tualatin Valley Water Dist.	Jesse Lowman	Kevin Hanway
Clackamas River Water	Dale Jutila	Alan Fletcher
Portland Water Bureau	Lorna Stickel	Michael Rosenberger
Unified Sewerage Agency (sewerage)	Bill Gaffi	John Jackson
Oak Lodge Sanitary Dist.	Tom Sandwick	Kent Squires
Gresham Envir. Services	Garry Ott	Greg DiLoreto
Unified Sewerage Agency (surface water)	Bill Gaffi	John Jackson
Clackamas County Utilities	David Benfield	Kurt Hohn
Portland Bur.Environmental Services	Cathryn Collis	Steve Kenworthy
Wash. Co. SWCD	Gary Clark	Dick Kover
Clackamas Co. SWCD	Don Guthridge	
E. Mult. SWCD	Patt Opdyke	None at this time
Oregon Envir. Council	Gail Killam	None at this time
Portland Audubon Society	Mike Houck	None at this time
Environmental Member at Large	<u>Fans of Fanno Creek</u> Kendra Smith	<u>Fans of Fanno Creek</u> John LeCavalier
Fishery Interest:	<u>Native Fish Society</u> Jeffery Gottfried	<u>Native Fish Society</u> Guy Orcutt
Cities of Clackamas County	Mark Schoenig, Lake Oswego	Henry Mackenroth, Oregon City
Cities of Wash. County	David Winship, Beaverton	Mike McKillip, Tualatin
Metro Greenspaces Advis. Committee	Seth Tane	Rick Charriere
Natural Resources Conservation Service	Steve Fedji	None at this time
Homebuilders Association	Declined Membership	
High Tech Business	Bill Calder, Intel	Dave Schrott, Fujitsu
Nursery Operator	Brad Bloese, Panzer Nurs.	None at this time.

	Representative	Alternate
Citizen: Tualatin River Watershed	Tualatin Basin Watershed Council: Jacqueline Dingfelder	Tualatin Basin Watershed Council: April Olbrich
Citizen: Clackamas River Watershed	Clackamas River Basin Council: specific name to be announced.	Friends of the Clackamas River: Bruce Hamilton
Citizen: Developer	<u>To be selected.</u>	<u>To be selected.</u>
Citizen: Lower Willamette River Watershed	Johnson Creek Watershed Council: Bob Roth	Tryon Resource Management Partnership: Liz Callison
Non-Voting Members:		
Organization	Representative	Alternate
Dept. of Land Conservation and Development	Jim Sitzman	None at this time
Corps of Engineers	Carie Fox	None at this time
Port of Portland	Mary Hopkins	Preston Beck
Environmental Protection Agency	Ralph Rogers	None at this time
Portland General Electric	Dave Heintzman	Gary Hackett
Lower Columbia National Estuary Program	Bill Young	Debrah Marriott
Oregon Dept. of Environmental Quality	Kevin Downing	Bob Baumgartner
Oregon Water Resources Department	Tom Paul	Rebecca Geisen
Oregon Department of Agriculture	Marc Peters	None at this time
Oregon Department of Forestry	Ken Kushman, Mollala Field Office	None at this time
Oregon Department of Fish and Wildlife	Jay Massey or other, District Fish Biologist	None at this time
U.S. Fish and Wildlife Service	Jennifer Thompson	John Marshall



Home Builders Association of Metropolitan Portland

503/684-1880

Fax # 503/684-0588

15555 S.W. Bangy Rd., Suite 301 • Lake Oswego, OR 97035

RECEIVED

SEP 13 1996

EXECUTIVE OFFICER

September 11, 1996

Mike Burton, Exec. Director &
Jon Kvistad, Presiding Officer
Metro
600 NE Grand Ave.
Portland, OR 97232

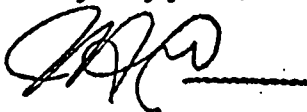
Dear Mike & Jon:

Recently, the Home Builders Association of Metro Portland was invited to join the Water Resources Policy Advisory Committee (WRPAC) as a voting member. This invitation, while appreciated, highlighted an issue that I believe Metro needs to address: the absence of any sustained, meaningful opportunity for the business community to participate in policy discussions. We are therefore requesting that Metro form a permanent, ongoing policy advisory committee made up of business and private sector members, similar to what was done with 2040 Means Business.

I have been a member of MTAC for the last five or six years. Other private sector representatives have served on other Metro committees, but our input is in almost every case lost in the background noise. With regard to the invitation to join WRPAC, while I appreciate Metro's interest in hearing our position on important policy issues, I have absolutely no interest in serving on another committee where nothing substantive will come of my participation. If Metro is truly concerned with the view of the private sector, which I hope it is, then we need our own committee; we do not need another opportunity to be outvoted.

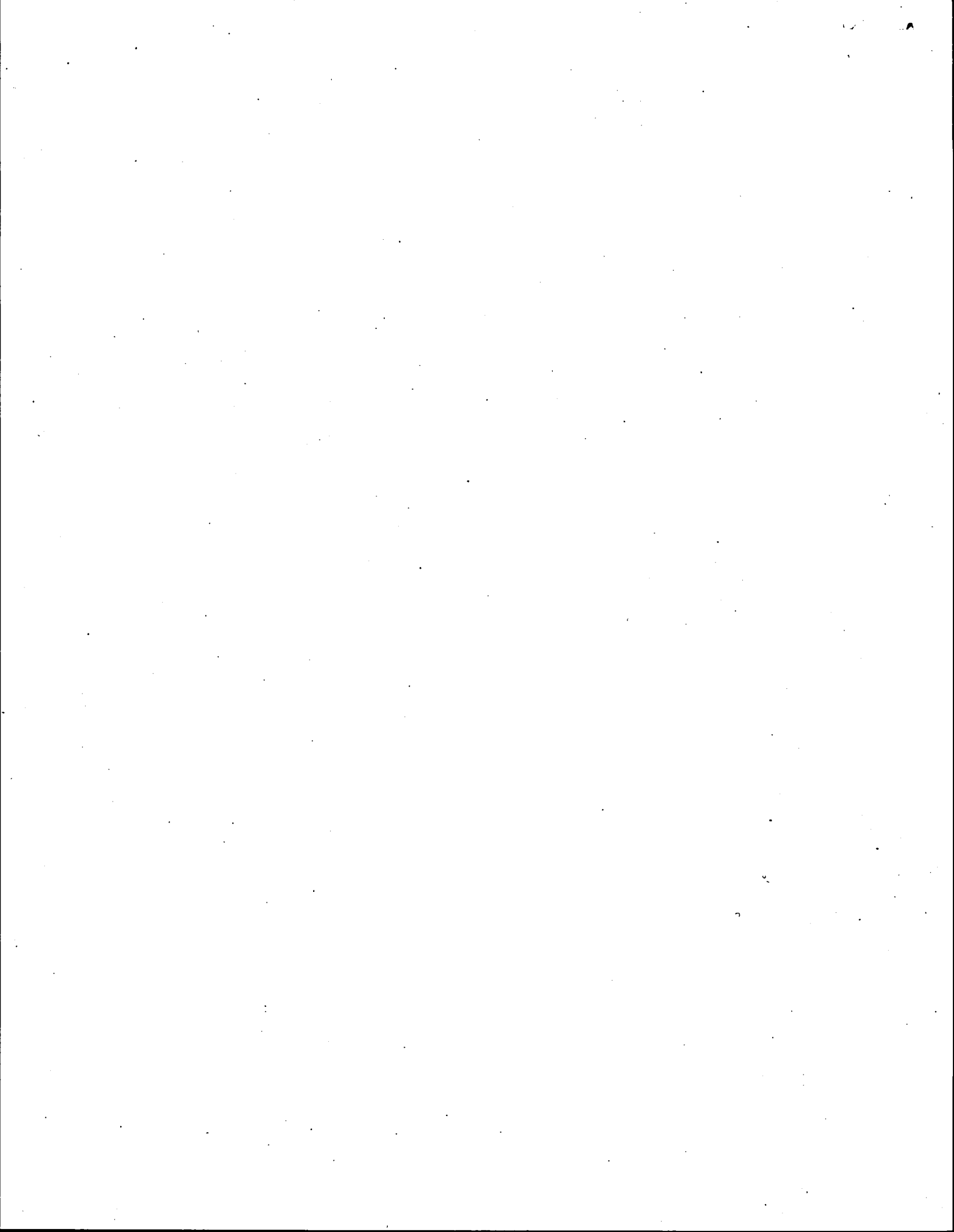
Please let me know when this request can be acted upon. If you have any questions, please do not hesitate to call me.

Very truly yours,



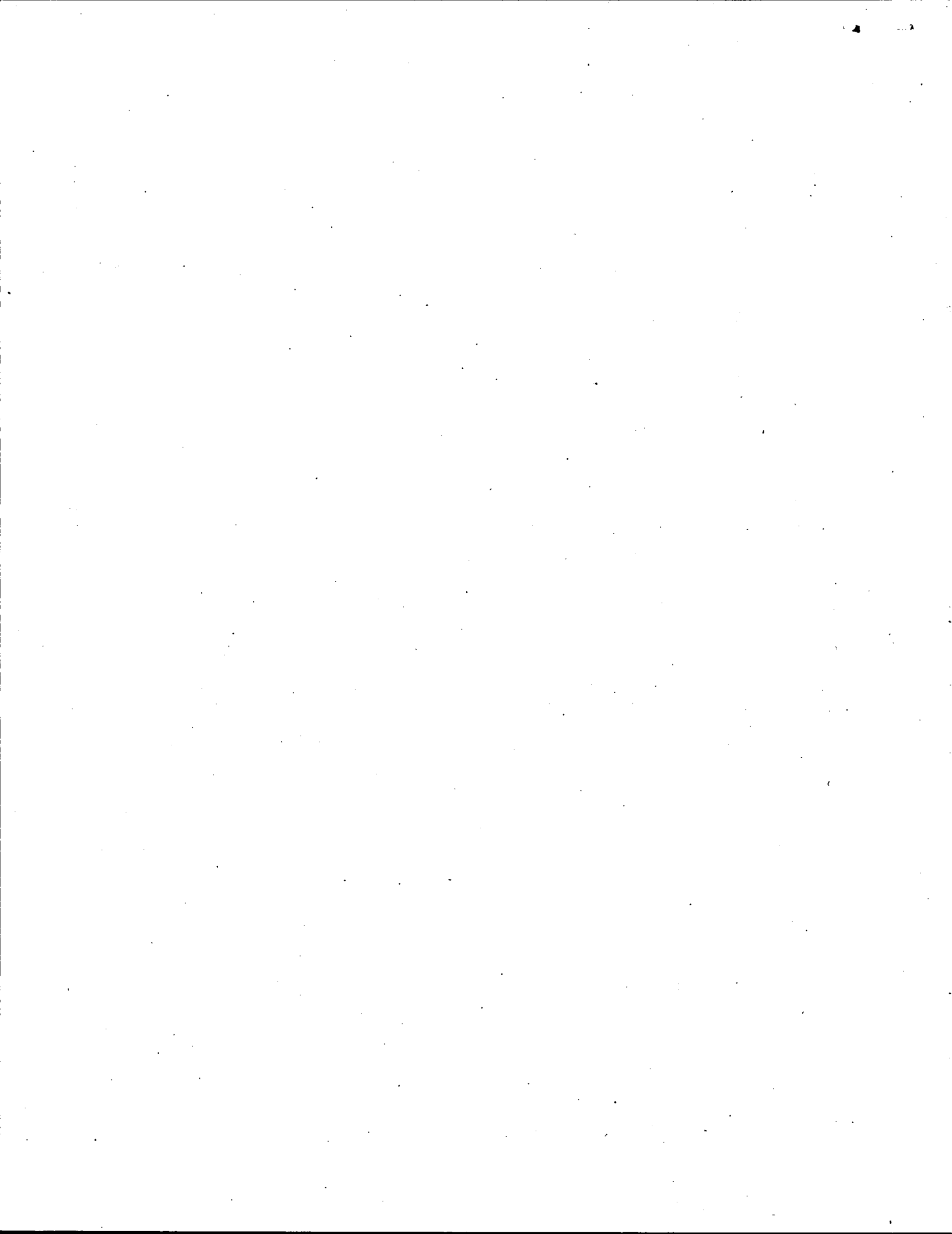
Jon A. Chandler

cc: Dan Cooper, Metro General Counsel
HBA Board



RESOLUTION NO. 96-2425, For the Purpose of Authorizing the Executive Officer to Purchase Properties as Identified in the Whitaker Ponds Master Plan Area.

**Metro Council
Thursday, November 14, 1996**



BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 96 -2425
THE EXECUTIVE OFFICER TO PURCHASE) Introduced by Mike Burton
PROPERTIES AS IDENTIFIED IN THE) Executive Officer
WHITAKER PONDS MASTER PLAN)

WHEREAS, In July 1992, Metro completed the Metropolitan Greenspaces Master Plan which identified a desired system of natural areas interconnected with greenways and trails; and

WHEREAS, Acquisition of natural areas from willing sellers is a primary strategy for preservation of natural areas; and

WHEREAS, Whitaker Pond has been identified as a local share project by Multnomah County because of its natural area value; and

WHEREAS, Metro has agreed to administer Multnomah County local share projects; and

WHEREAS, the properties to be purchased has been identified, through a public planning process, to be Priority Lands for Plan Implementation in the Whitaker Ponds Concept Master Plan as adopted by Resolution No. 95- 2159; now therefore,

BE IT RESOLVED,

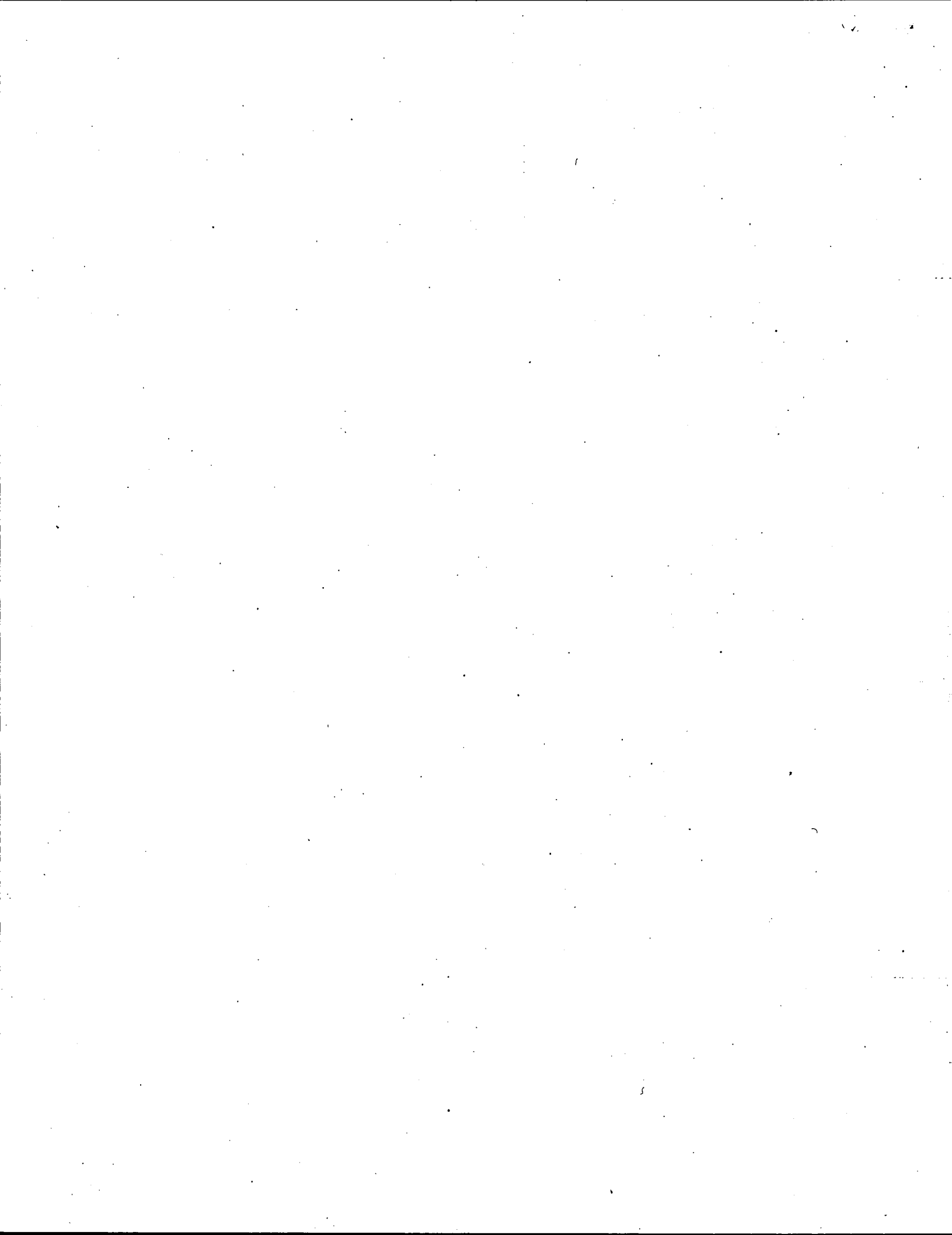
That the Metro Council authorizes the Executive Officer to purchase the Espedal and Hayes properties, identified in Exhibit A, based on the values set by the independent appraisals commissioned by the City of Portland, and further all other properties identified in Exhibit B, Priority Lands for Plan Implementation if the acquisitions meet the criteria set out in the Open Spaces Implementation Work Plan.

ADOPTED by Metro Council this _____ day of _____, 1996.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel



Staff Report

CONSIDERATION OF RESOLUTION NO. 96 -2425 , FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO PURCHASE PROPERTIES IDENTIFIED AS PRIORITY LANDS IN THE WHITAKER PONDS MASTER PLAN

Date: 6 November, 1996

Presented by: Nancy Chase

PROPOSED ACTION

Resolution No. 96-2425 requests the approval of a resolution to authorize the Executive Officer to purchase properties identified as Priority Lands for Plan Implementation on page 47 of the Whitaker Ponds Concept Master Plan.

BACKGROUND AND ANALYSIS

The Whitaker Ponds site is located in NE Portland at approximately NE 47th St. and Columbia Blvd. This site was designated as a Multnomah County local share project. Metro has agreed to be responsible for implementing the county's local share projects. A master plan for this site was adopted by Metro Resolution No. 92-1637 in July of 1992. The master plan pointed out the need for the acquisition of all or part of the 10 properties bordering Whitaker Ponds. Four of these properties have already been purchased in partnership with the City of Portland and the Multnomah County Natural Area Fund. Two additional property owners, Clarence Espedal and Ned Hayes, have recently agreed to sell to Metro, however the purchase price was set using independent appraisals that were authorized by the City of Portland.

Because this is local share money, the adopted Open spaces Implementation Work Plan criteria does not apply. Therefore, Council approval is needed in order to proceed with these acquisitions.

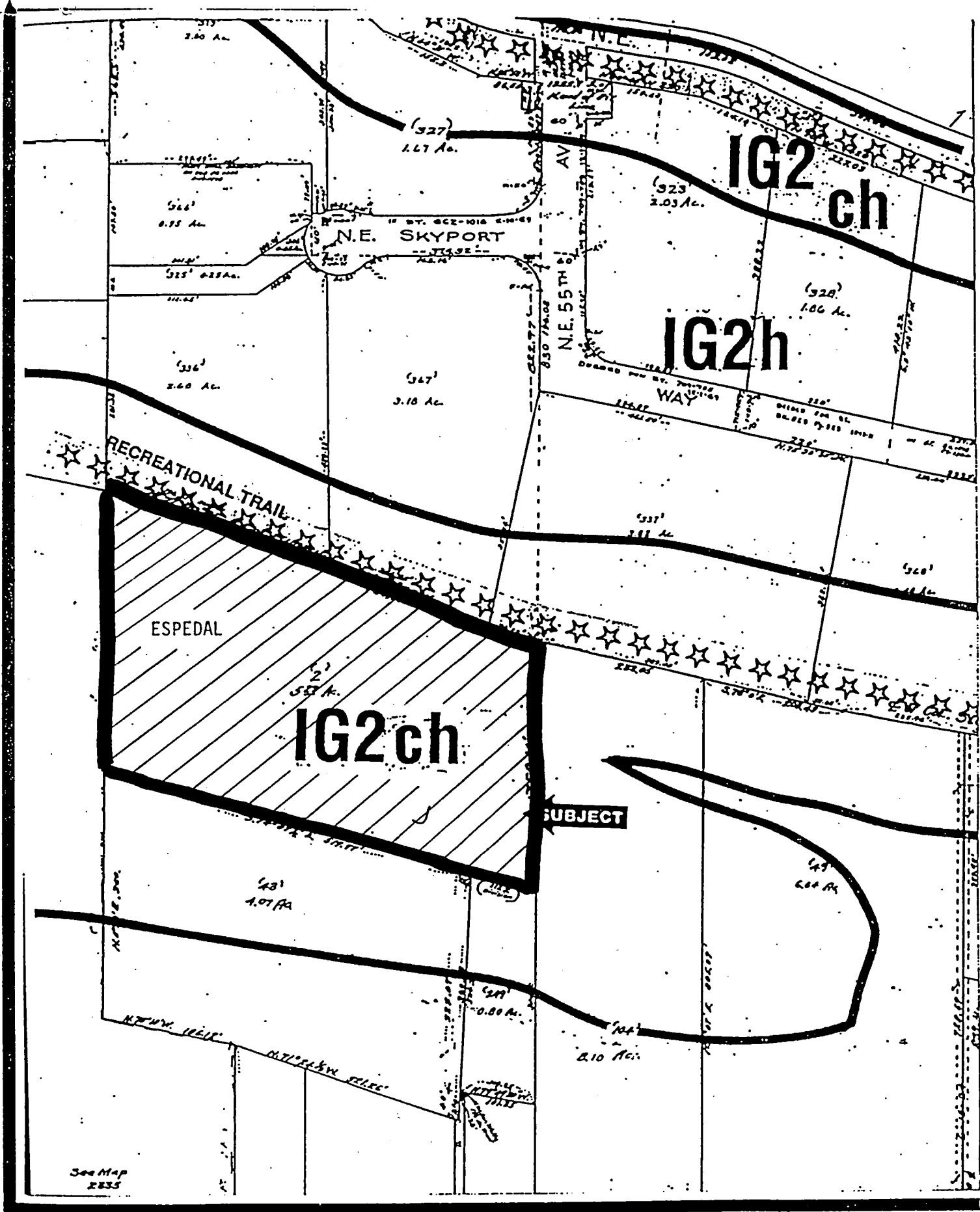
The attached resolution requests that the Executive Officer be authorized to purchase the Espedal and Hayes properties based on the values set in the City of Portland's appraisals. In addition the resolution authorizes the Executive Officer to purchase the other properties identified in the Master Plan if they meet the criteria set out in the Metro Open Spaces Implementation Work Plan.

BUDGET IMPACT

\$315,000 remain in the Whitaker Ponds budget. \$280,000 is from the Multnomah County Local Share, \$35,000 is from the City of Portland. The approximate cost of these two properties should not exceed \$102,000. The Espedal property is valued at \$62,000, this property is 5.29 acres in size. Of the Hayes property, less than 1.5 acres will be purchased. The land will be used to construct a wetland (bio-swale) for the cleansing of stormwater that now flows directly into the pond. This construction will be funded from

a federal grant which will be managed by the City of Portland. The appraisal sets a square foot price for the Hayes property based on whether the land was zoned industrial, environmental overlay or open water. Until a survey has been completed, an estimate of \$50,000 will be used.

Except for the construction of the bio-swale on the Hayes property, it is intended that the properties will be land banked until restoration and maintenance dollars for the Whitaker Ponds project are available.



See Map
2835

SPORT FIELD

PROPOSED TRUNK
SEWER ROUTE

WHITAKER
POND

WHITAKER
POND

METRO

24+00

BUNN

HAYES

E-ZONE

28+00

30+00

26+00

20

32+00

34+00

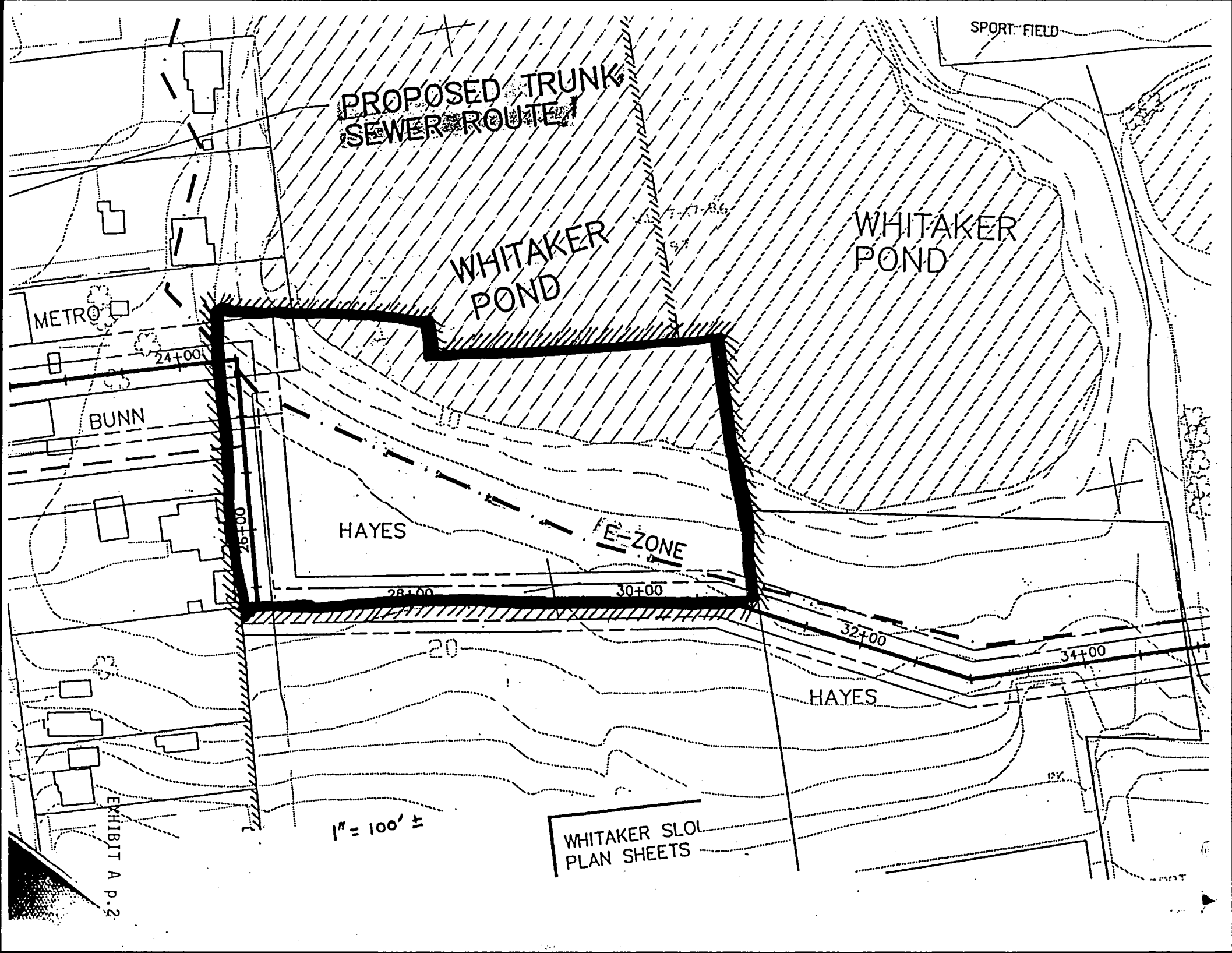
HAYES

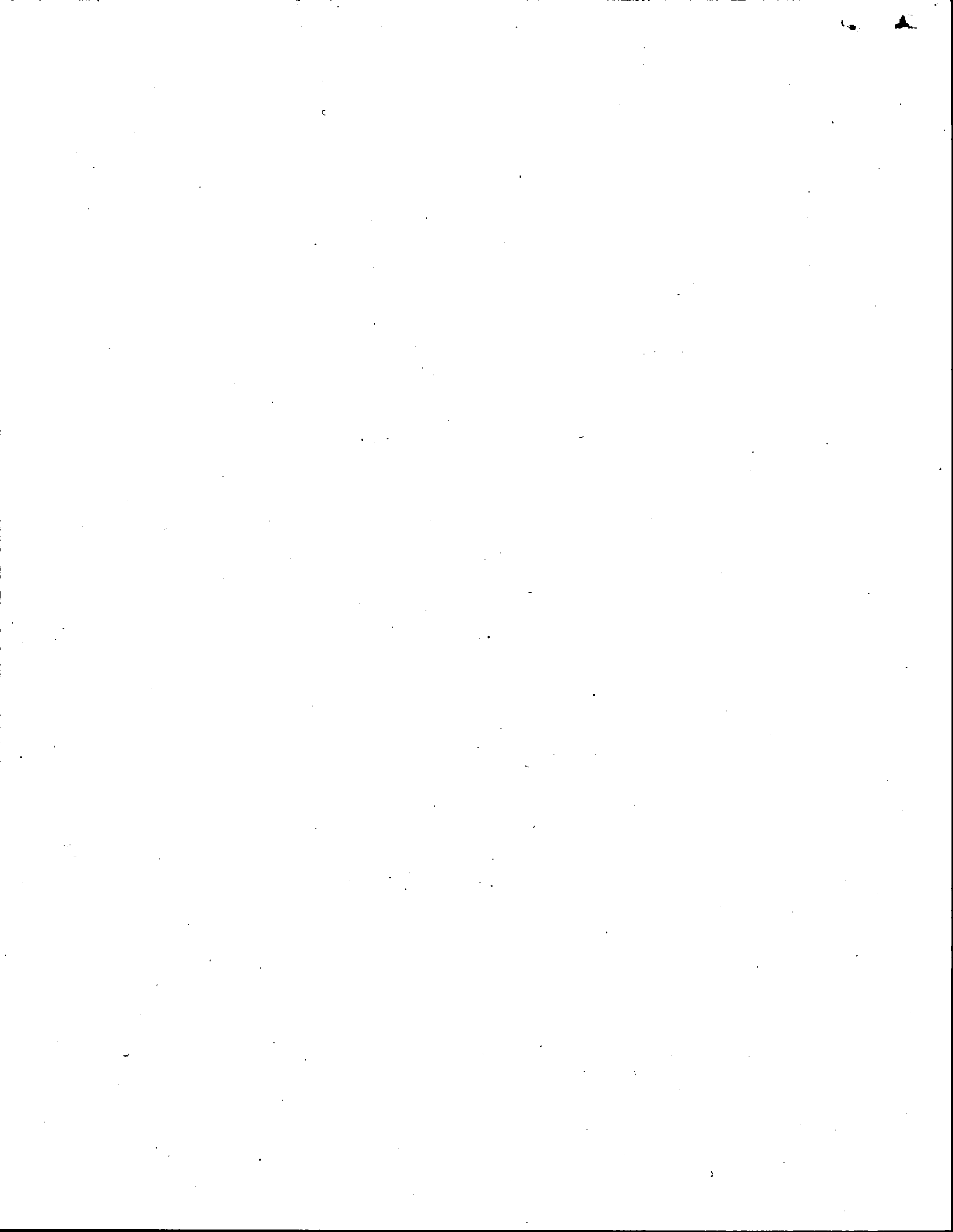
BY

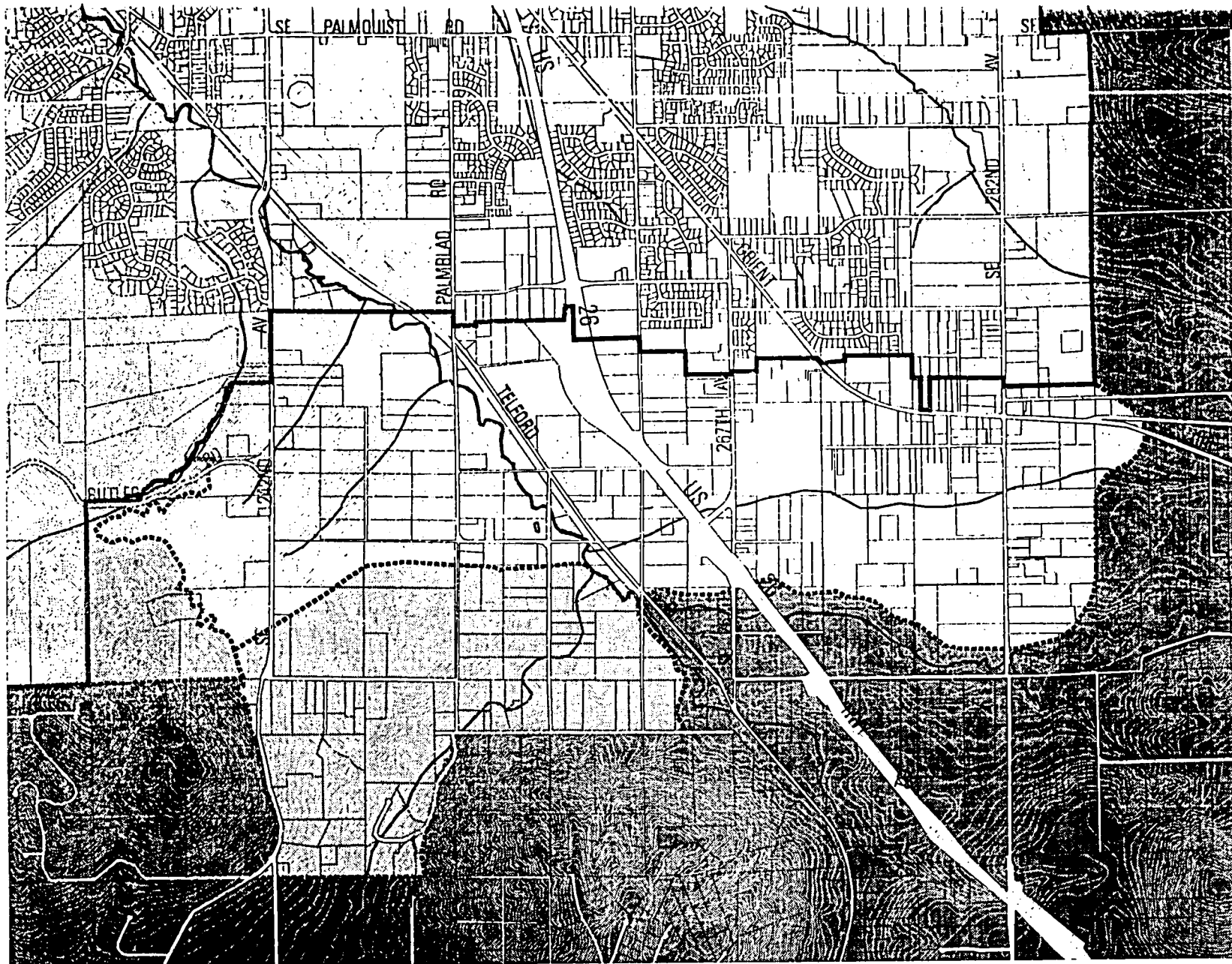
1" = 100' ±

WHITAKER SLO
PLAN SHEETS

EXHIBIT A P. 2













Regional Land
Information System

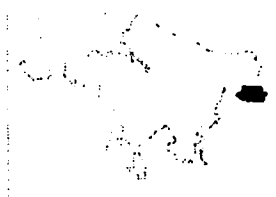
Urban Reserve Study Areas

Adopted By
Metro Council 2-8-96

-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #1

Acres EFU Acres
1084.89 218.577









600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1742



95418/plamatescov, plot date: February 28, 1996

Urban Reserve Study Areas

Adopted By
Metro Council 2-8-96

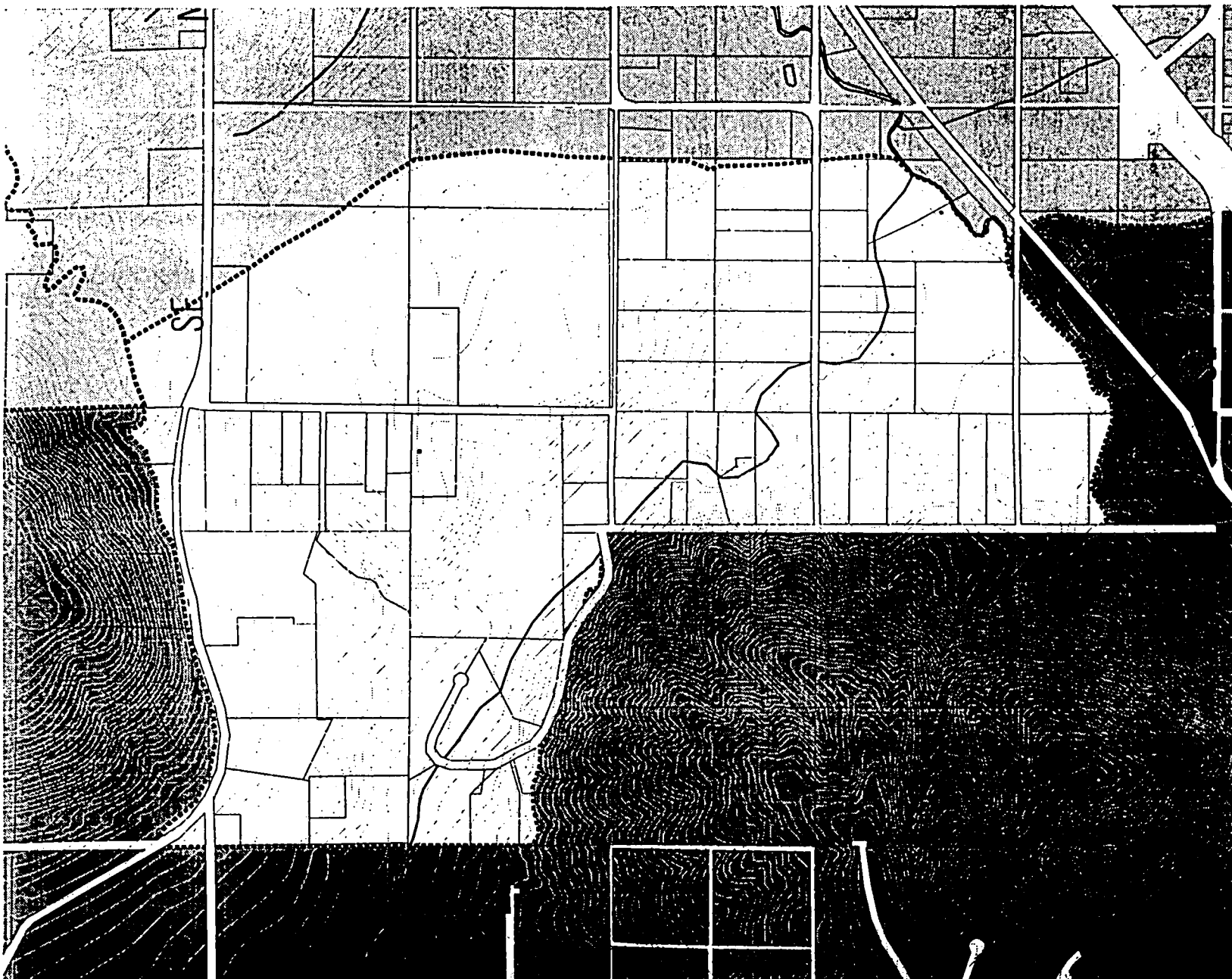
-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #2

Acres	EFU Acres
41770	121,591









600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1262



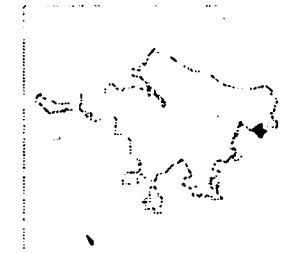
Urban Reserve Study Areas

Adopted By
Metro Council 2-8-96

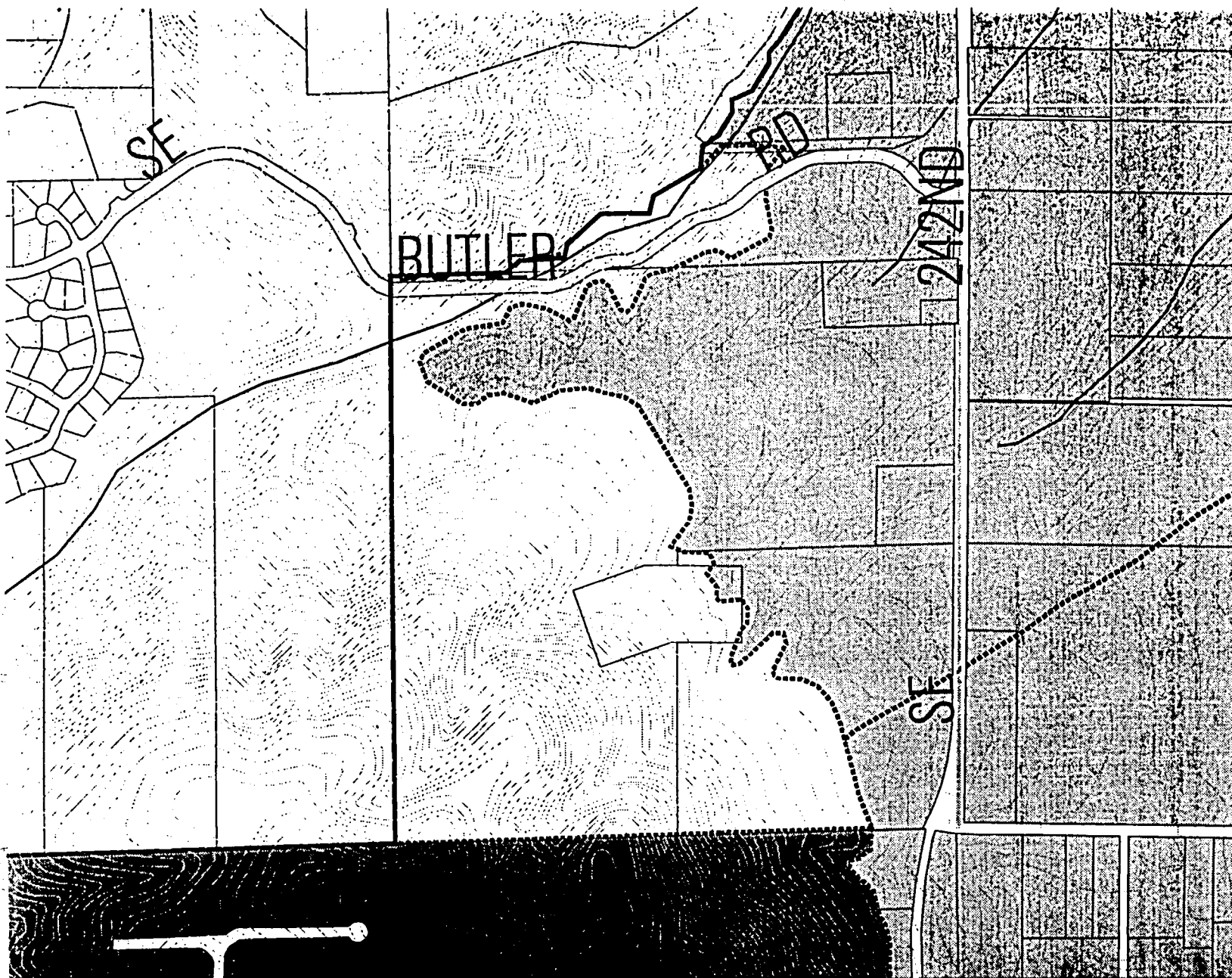
-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #3

Acres	EFU Acres
93.55	85.182









600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-1242



Urban Reserve Study Areas

Adopted By
Metro Council 2-8-96

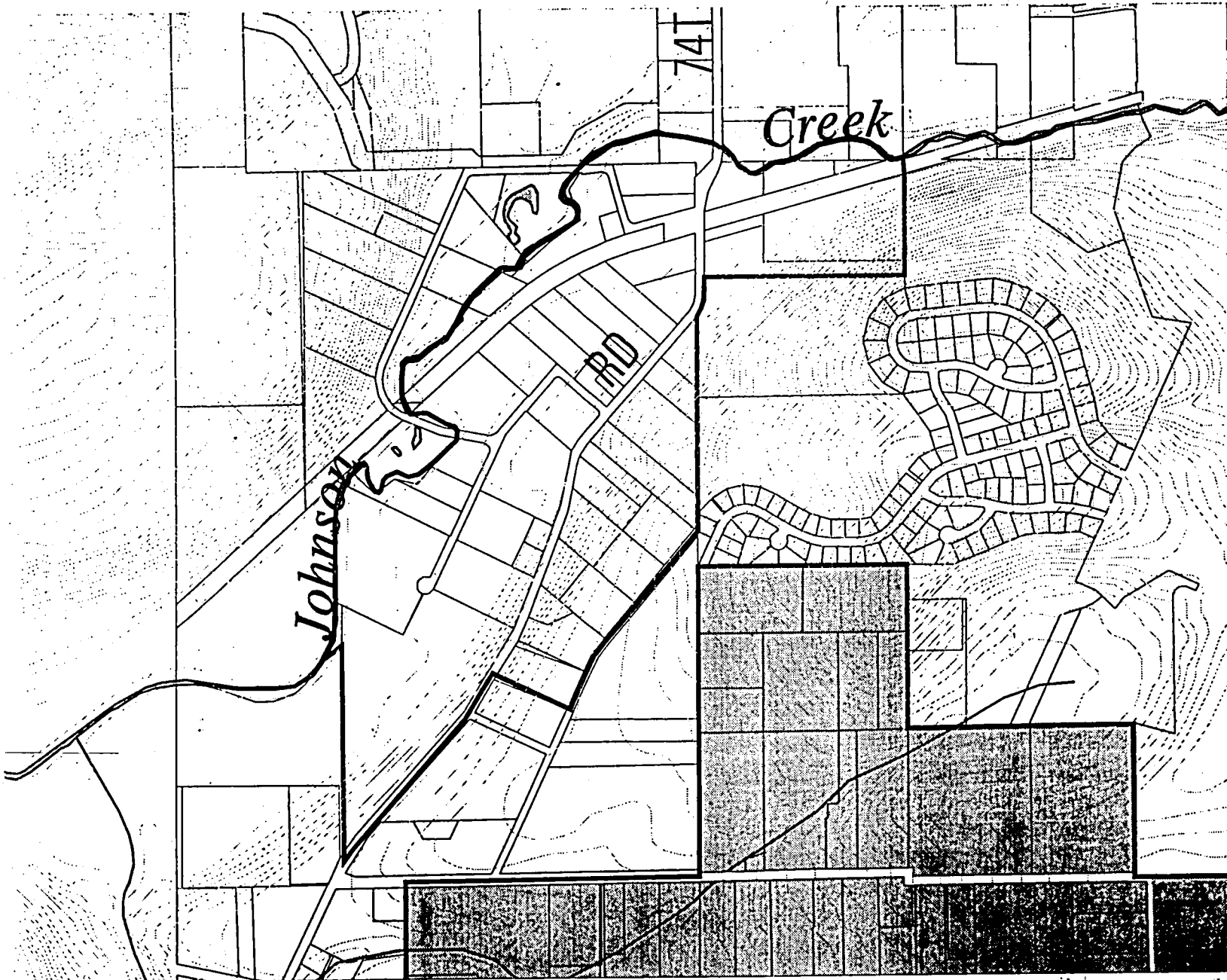
-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #4

Acres EFU Acres
123.90 0.000









600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1242



Urban Reserve Study Areas

Adopted By
Metro Council 2-8-96

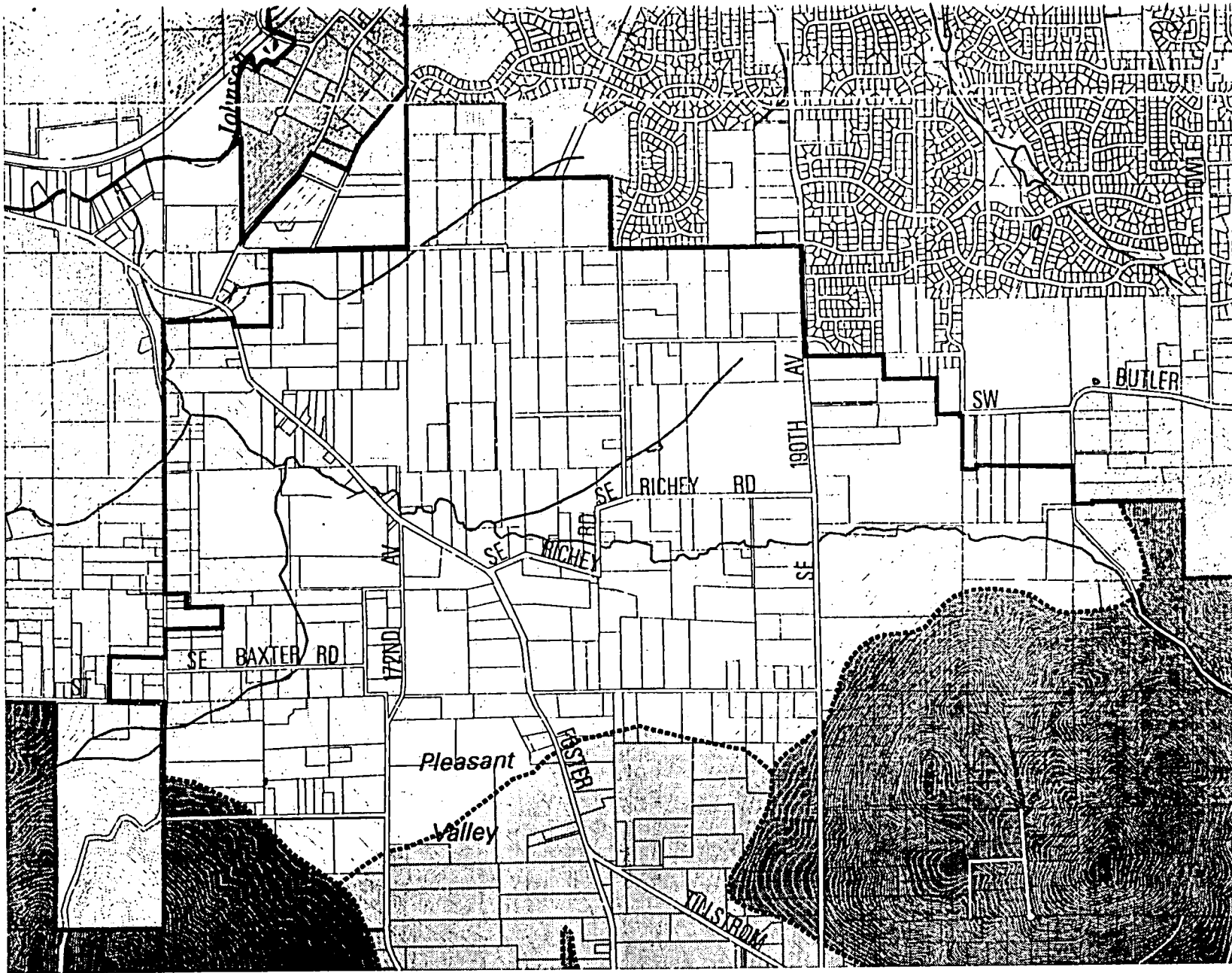
-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #5

Acres	EFU Acres
1371.37	48.276









600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1742



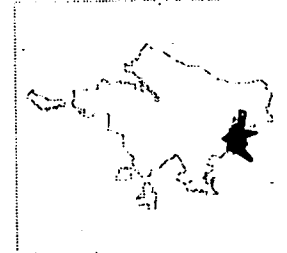
Urban Reserve Study Areas

Adopted By
Metro Council 2-8-96

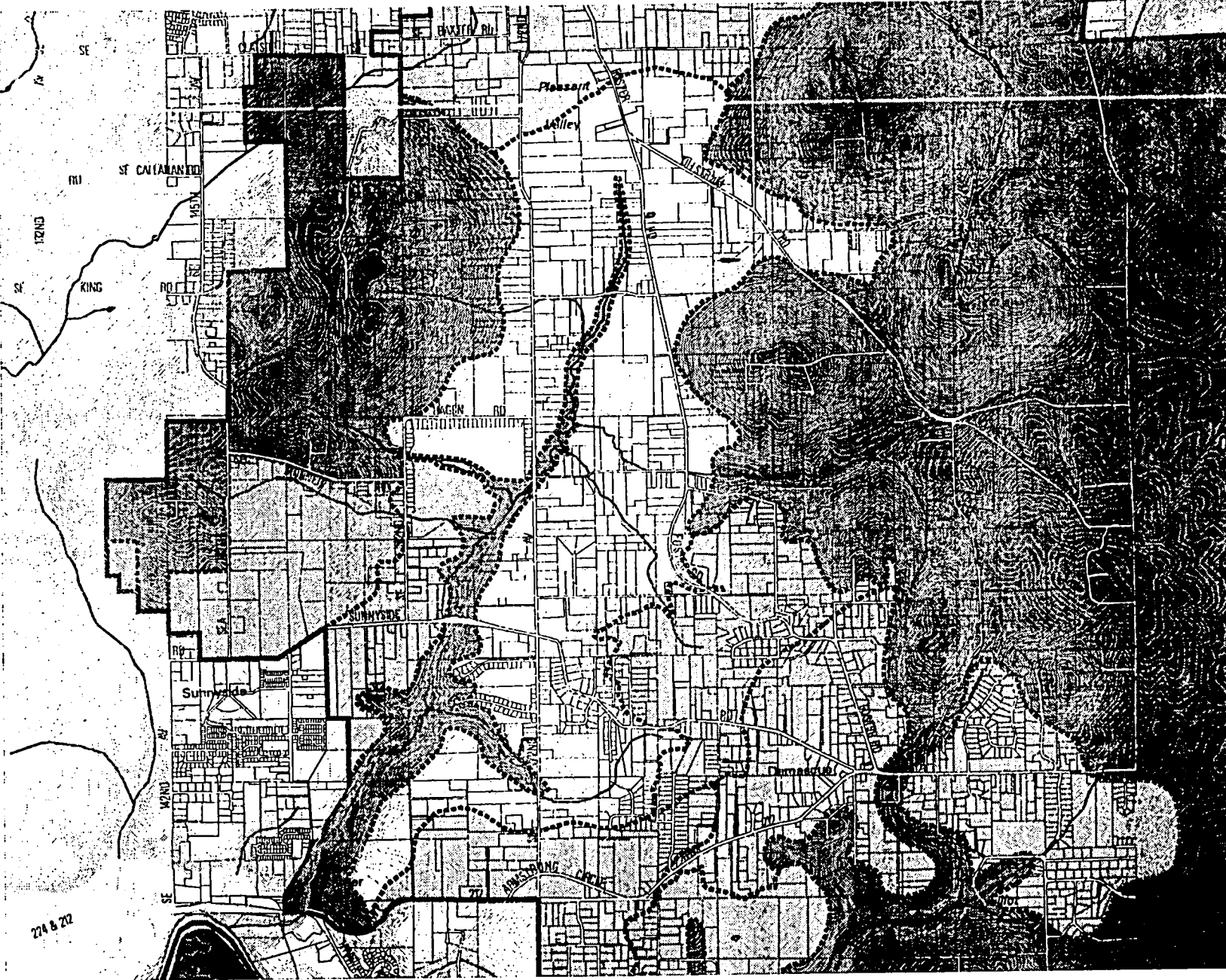
-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #6

Acres	EFU Acres
1797.20	221.249









600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1942



Regional Land Information System

Urban Reserve Study Areas

Adopted By
Metro Council 2-8-96

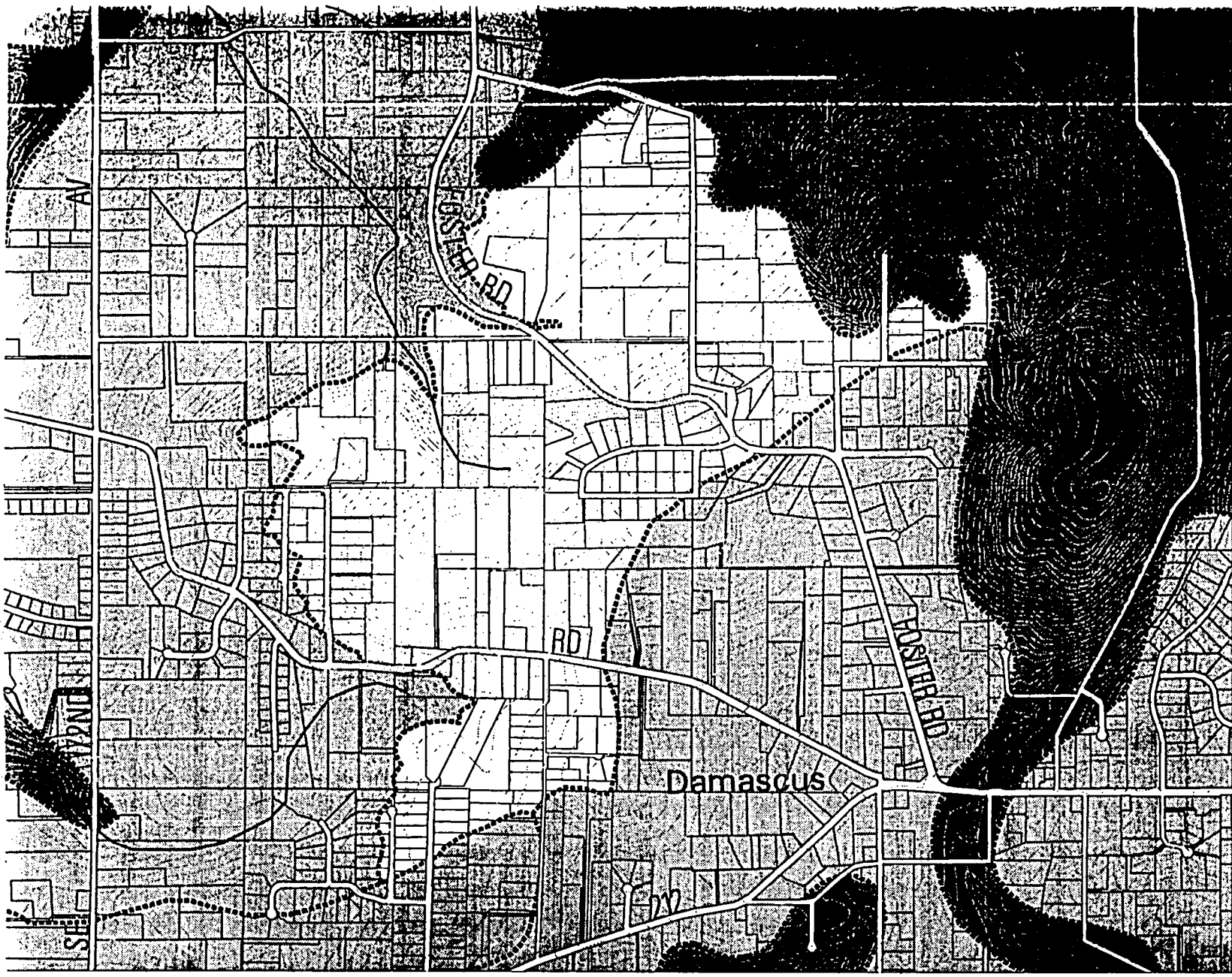
-  This Map's URSA
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MAP #7

Acres	EFU Acres
411.62	0.435









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95-418/p/bun/sitacov, plot date: February 28, 1996

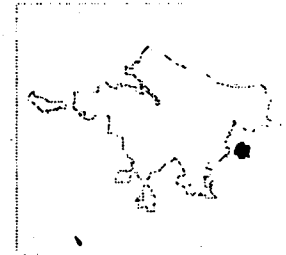
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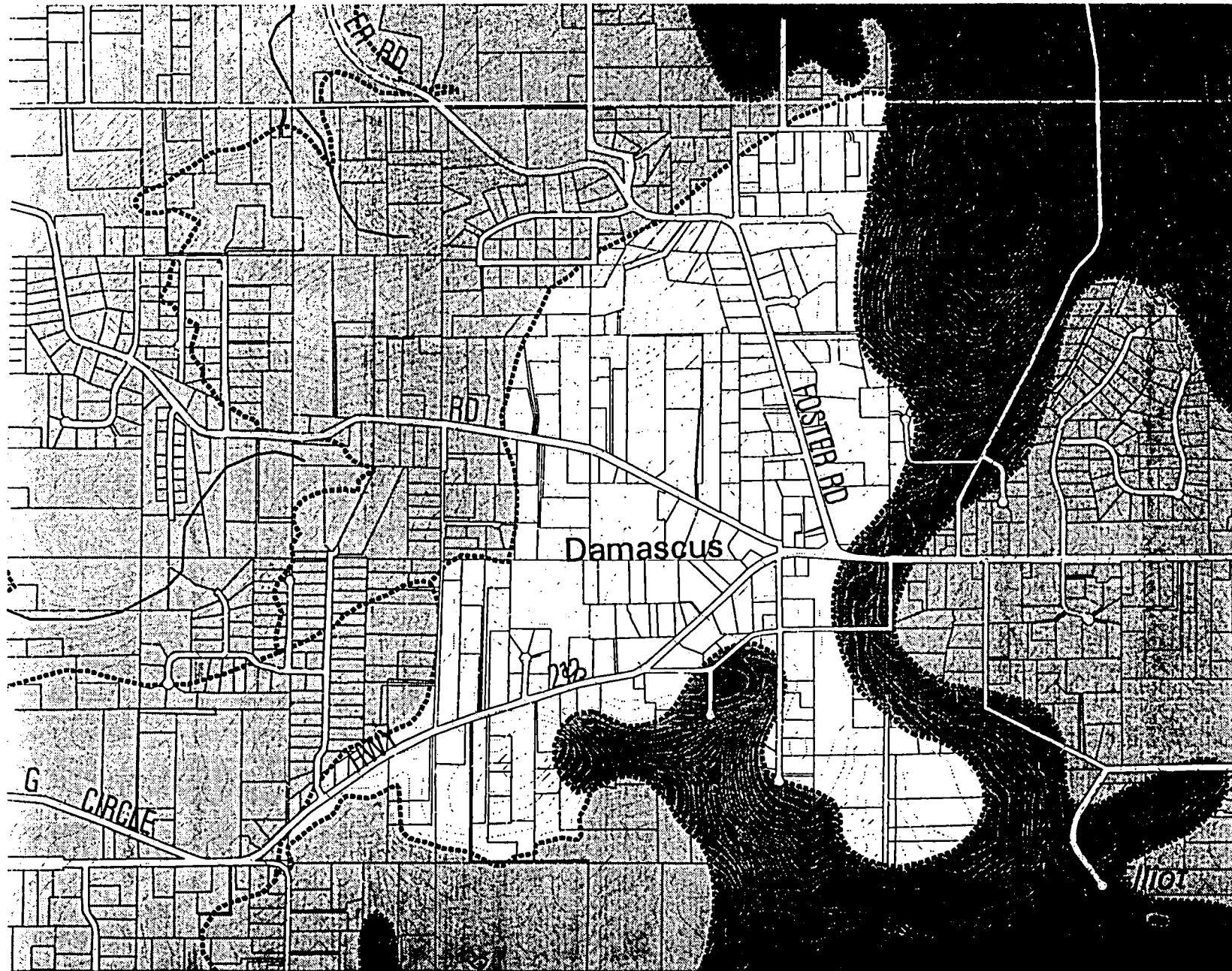
-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #8

Acres	EFU Acres
430.18	0.124









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MAP #9

Acres	EFU Acres
435.52	2.920









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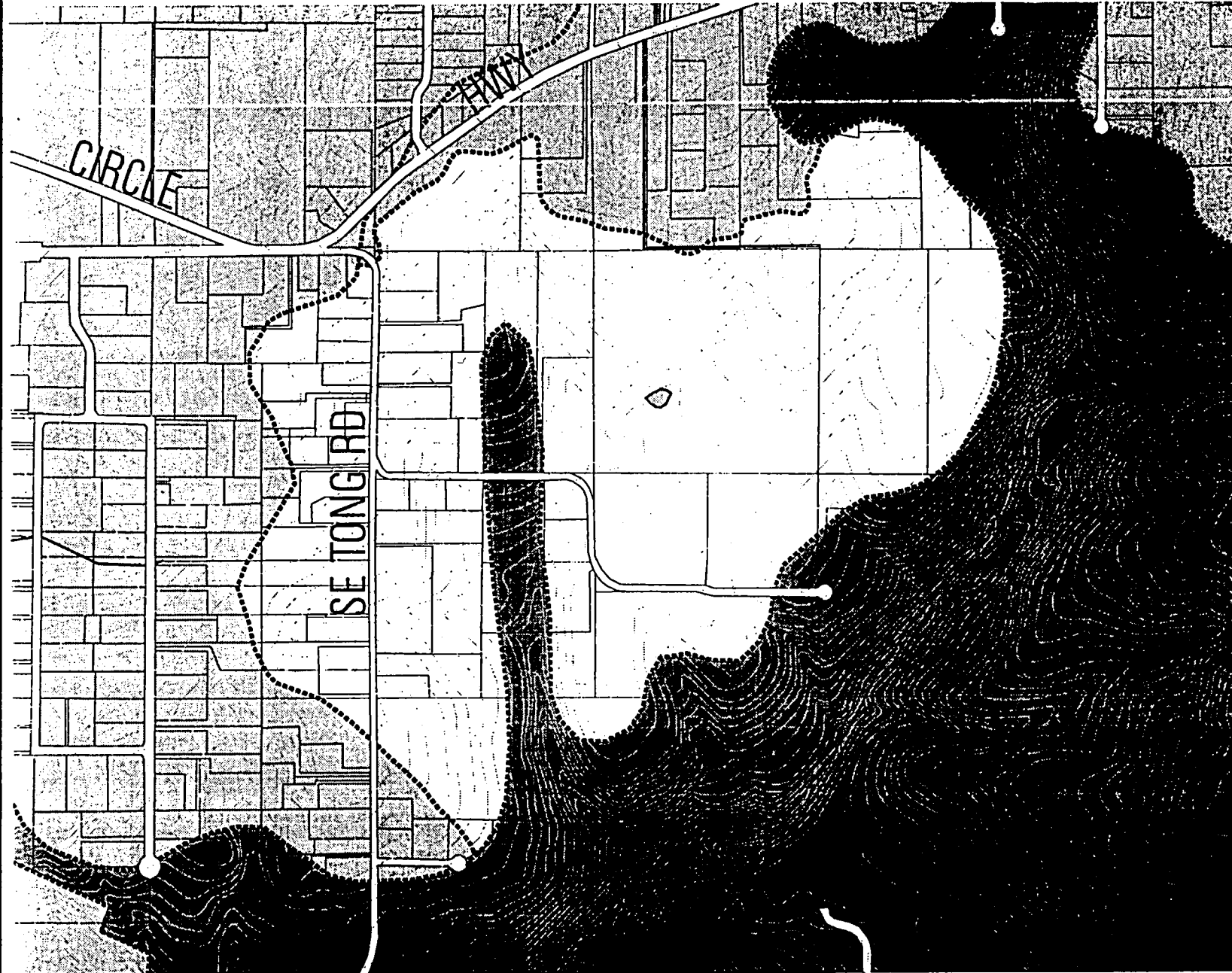
-  This Map's URSA
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MAP #10

Acres	EFU Acres
248.36	112.954









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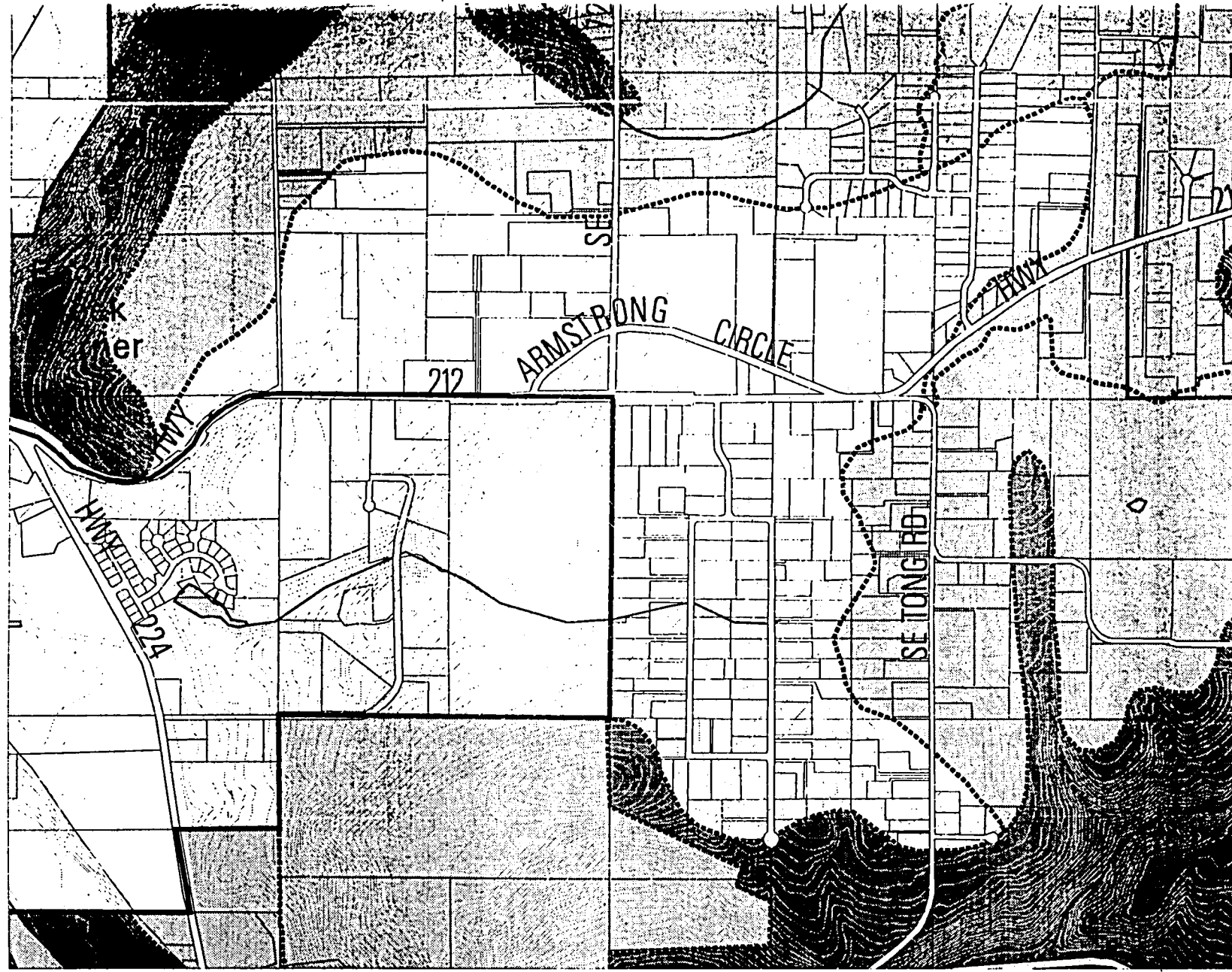
-  This Map's URSA
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MAP #11

Acres	EFU Acres
435.58	48.524









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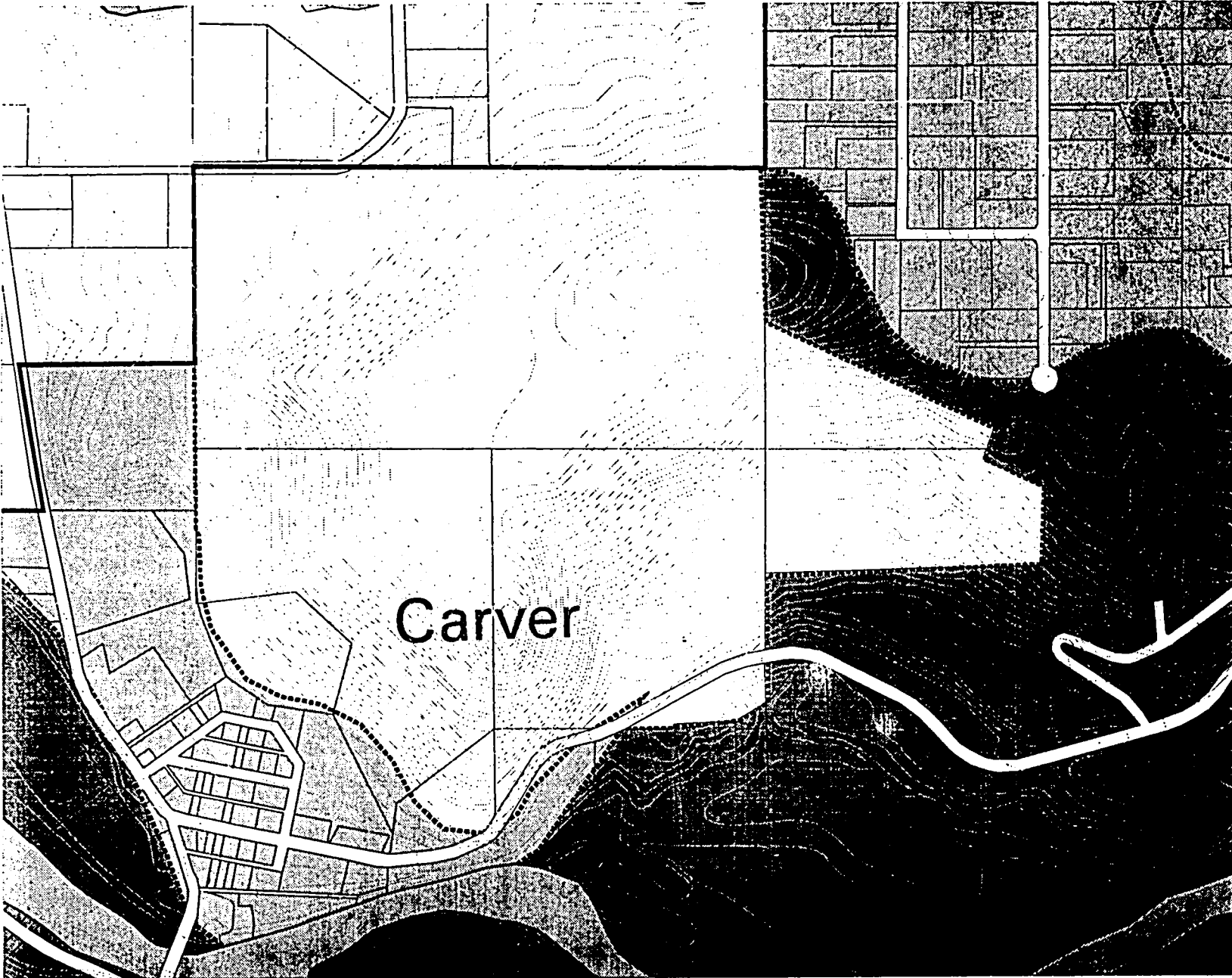
-  This Map's URSA
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MAP #12

Acres	EFU Acres
194.92	0.000









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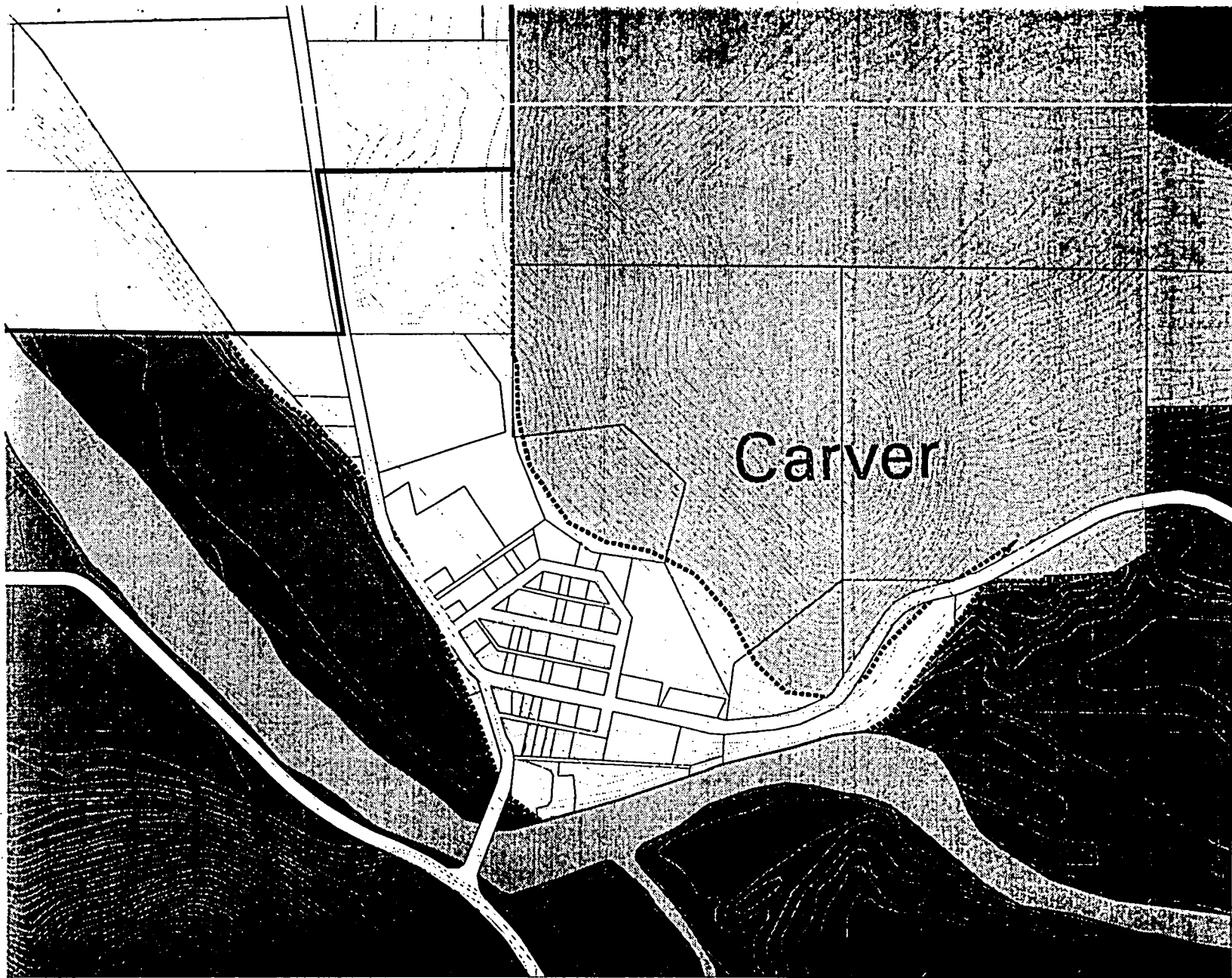
-  This Map's URSA
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MAP #13

Acres	EFU Acres
66.54	0.000









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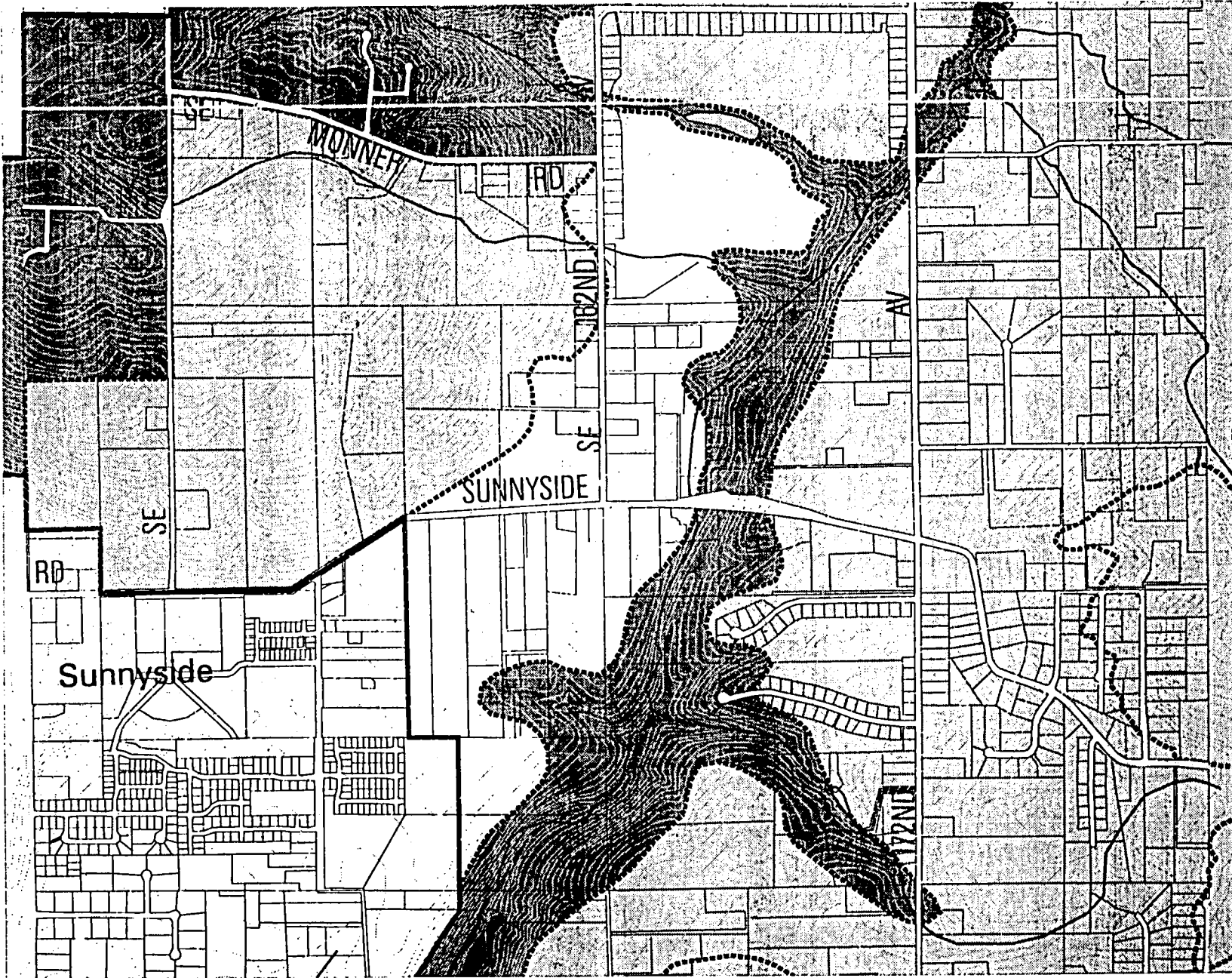
-  This Map's URSA
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-  Other URSA's
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MAP #14

Acres	EFU Acres
233.22	0.000









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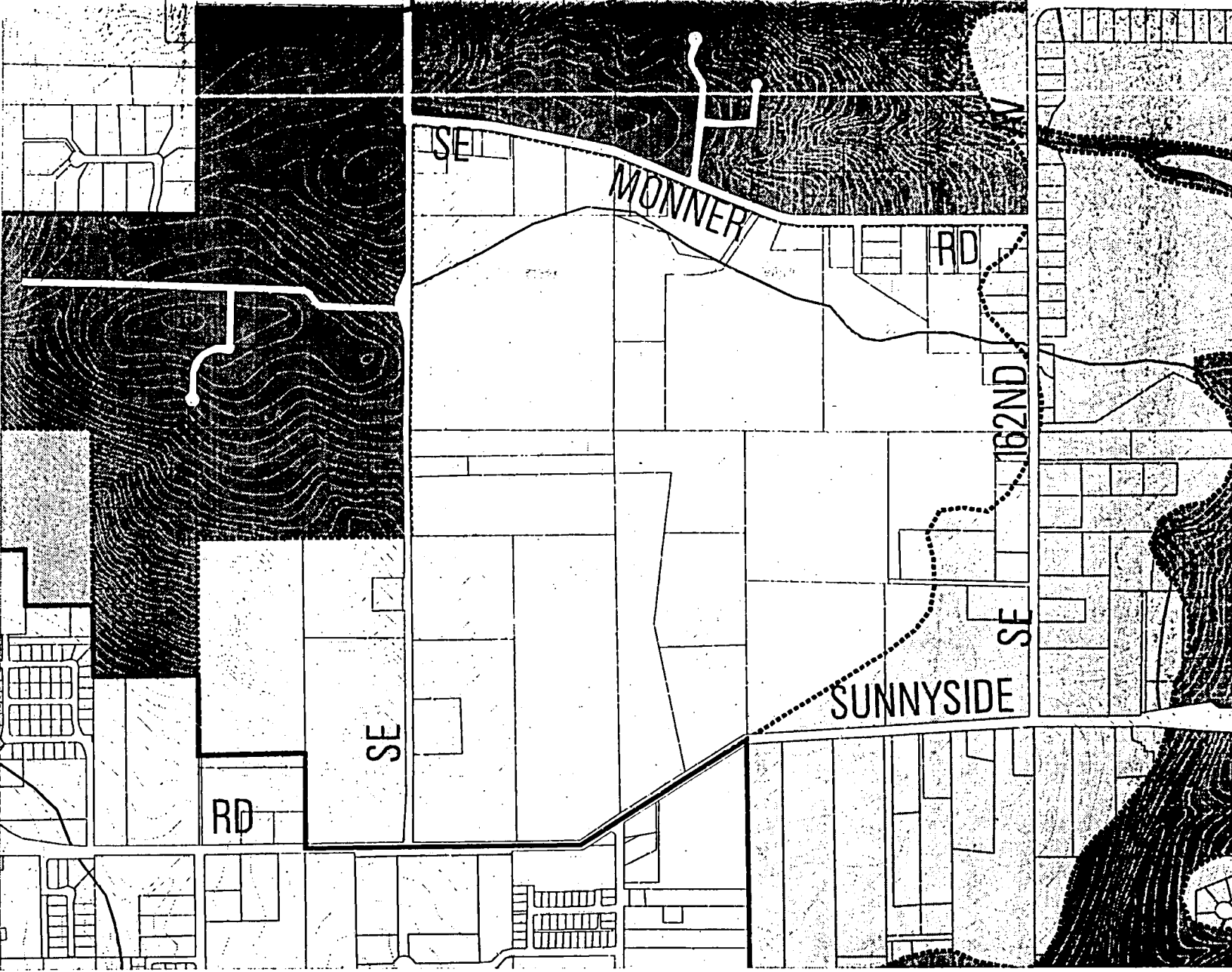
-  This Map's URSA
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MAP #15

Acres	EFU Acres
347.25	0.000









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95418/ptam/sitescov, plot date: February 28, 1996

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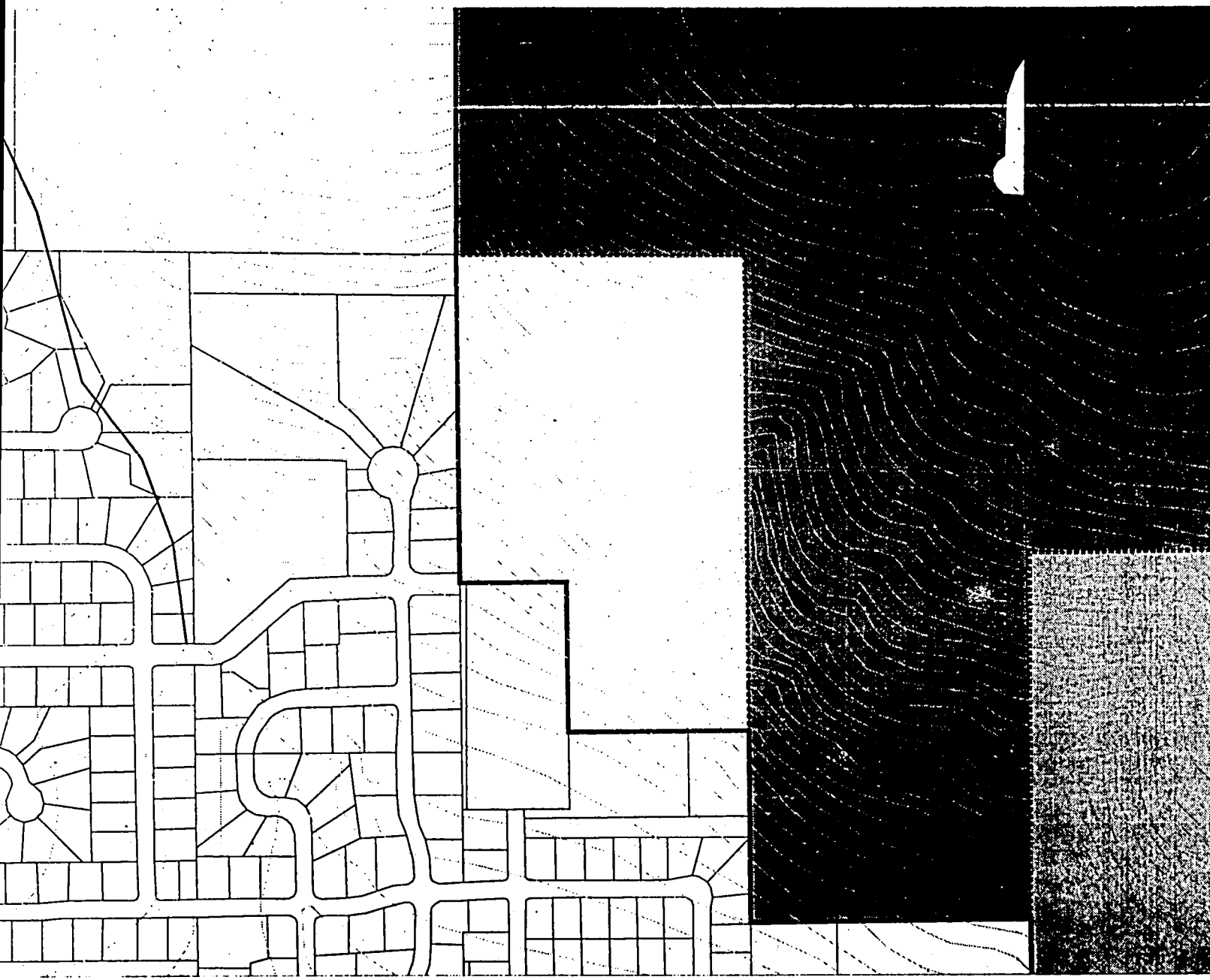
-  This Map's URSA
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-  Other URSA's
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MAP #16

Acres	EFU Acres
15.15	0.000









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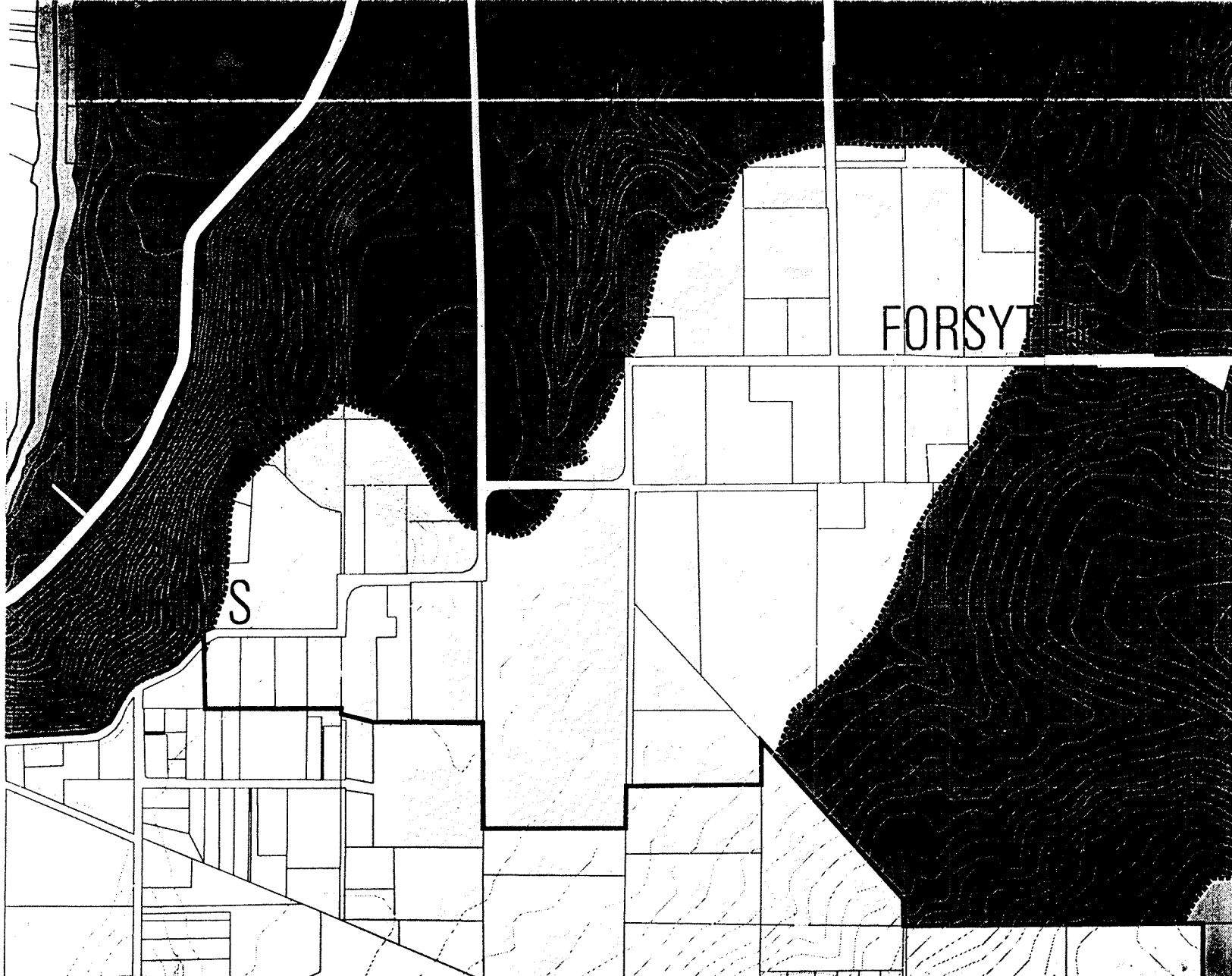
-  This Map's URSA
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MAP #17

Acres	EFU Acres
153.45	0.000









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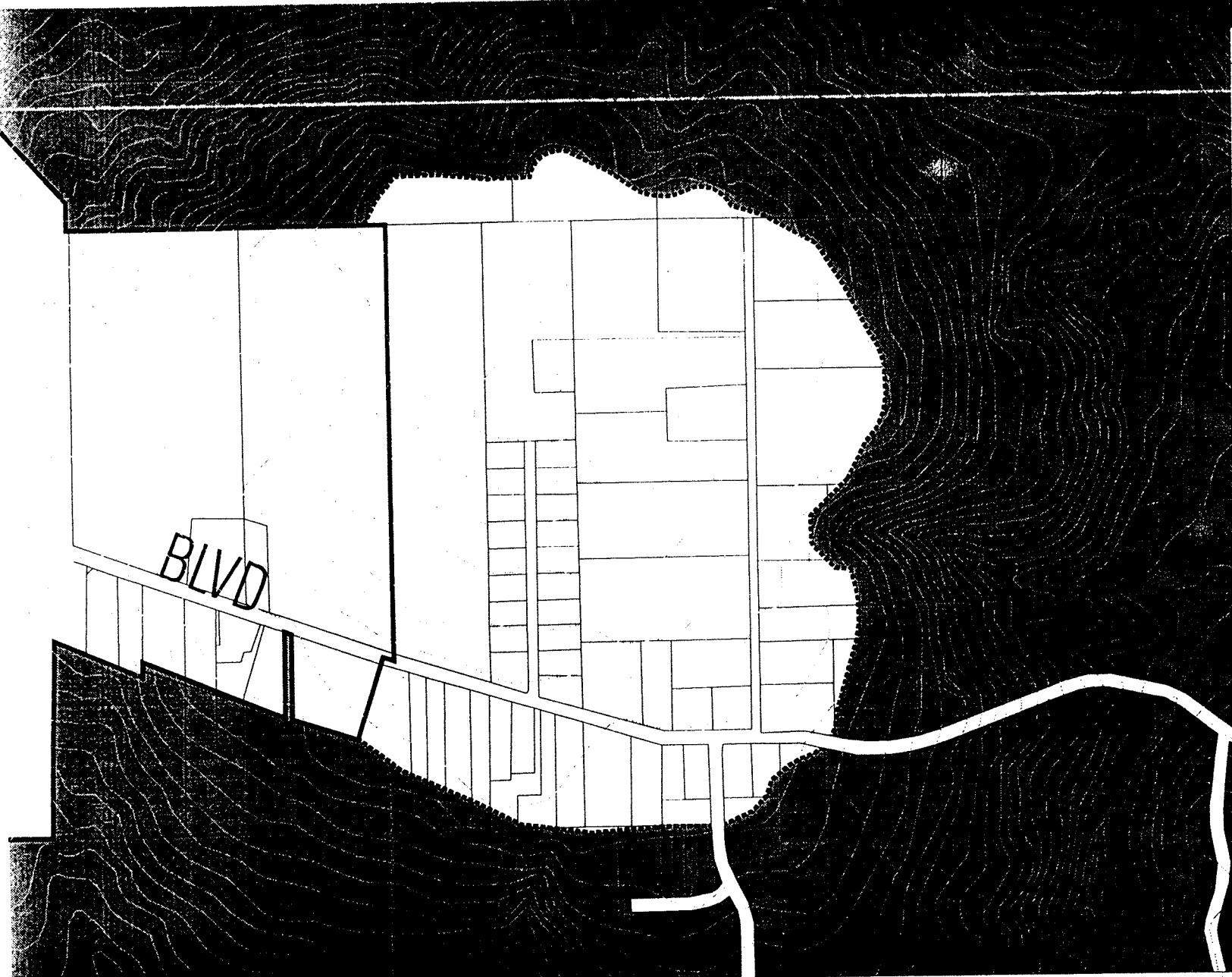
-  This Map's URSA
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-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
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MAP #18

Acres	EFU Acres
128.06	6.772









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-  This Map's URSA
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MAP #19

Acres	EFU Acres
9.31	0.000









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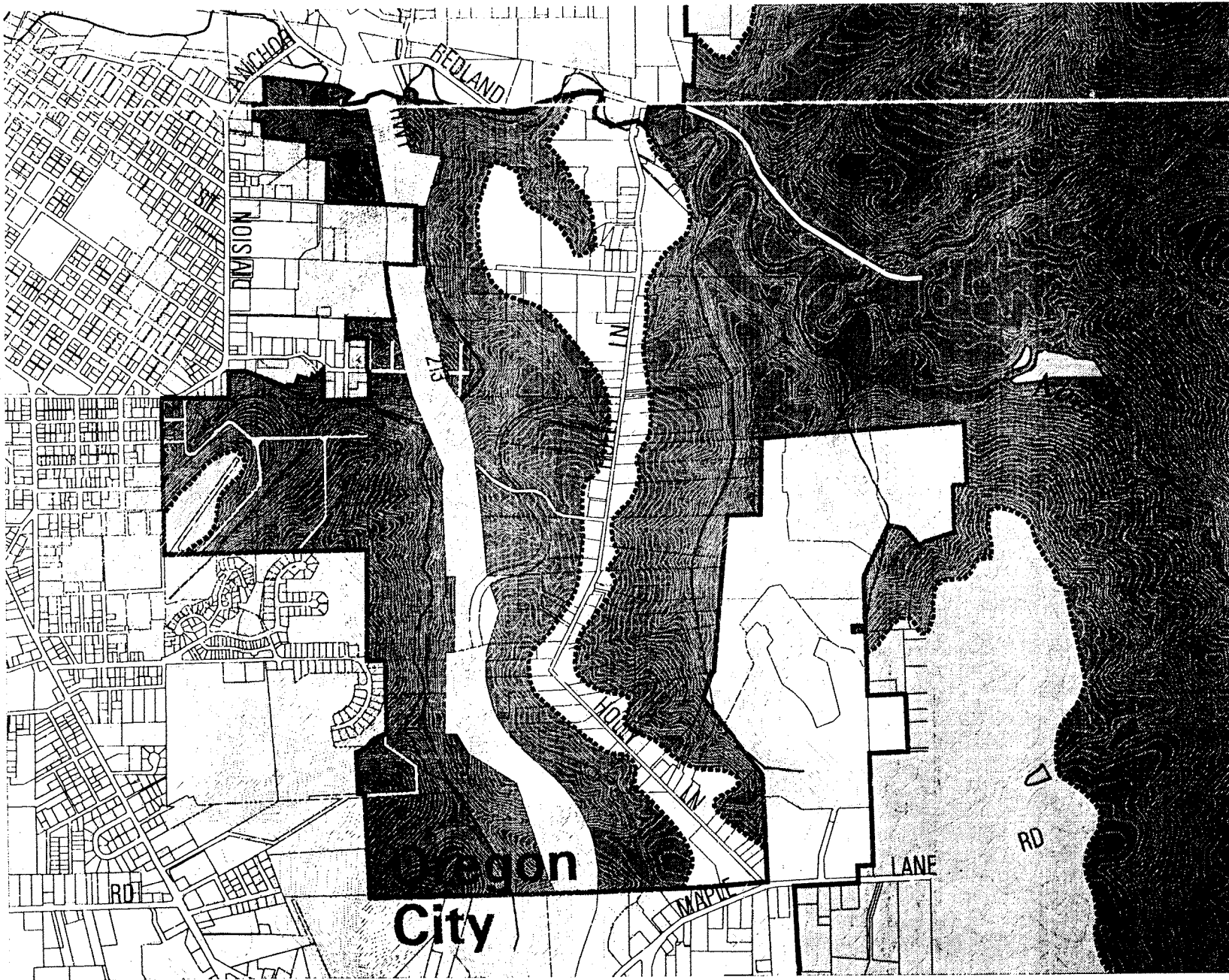
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MAP #20

Acres	EFU Acres
159.60	3.293









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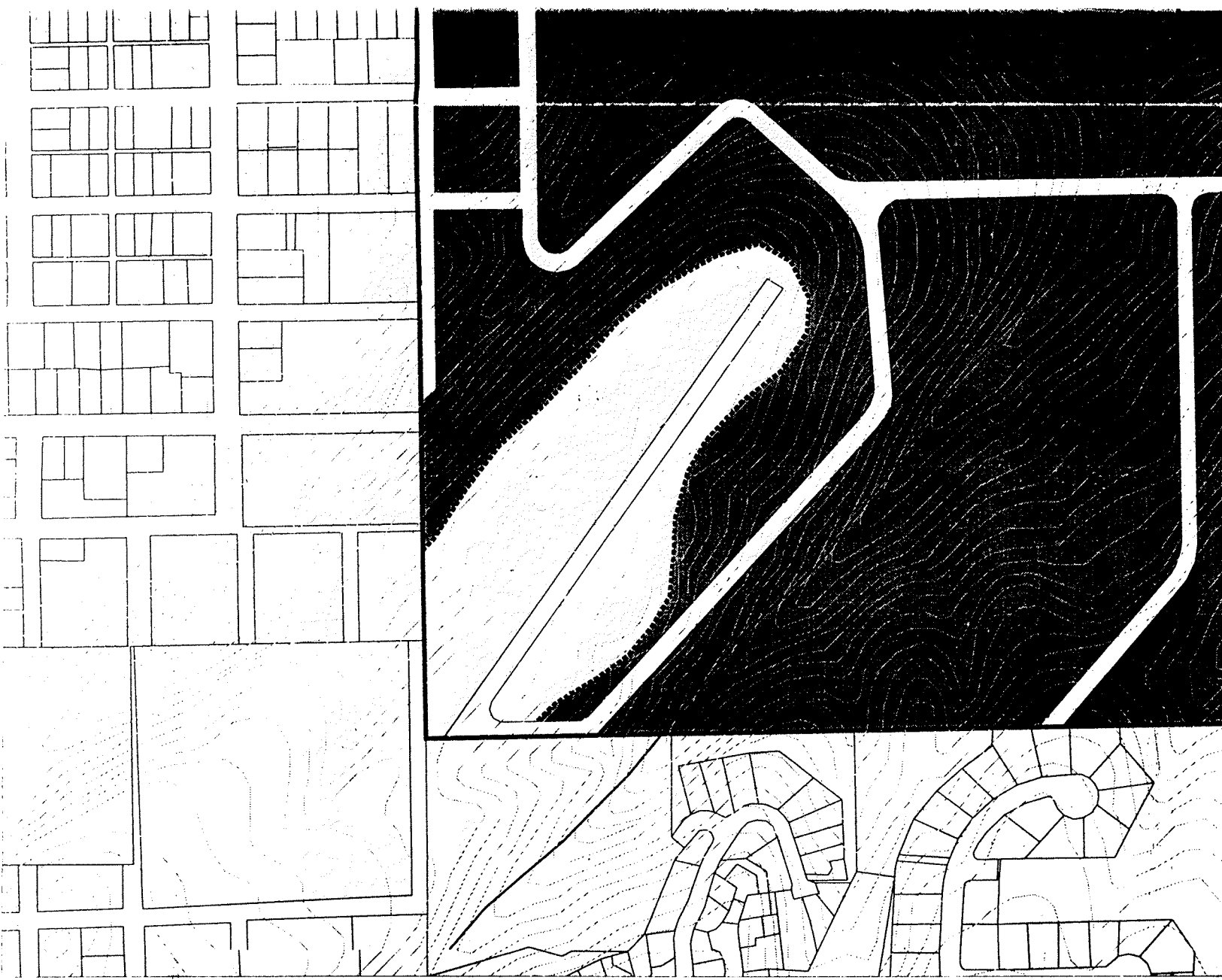
-  This Map's URSA
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MAP #21

Acres	EFU Acres
11.67	10.189









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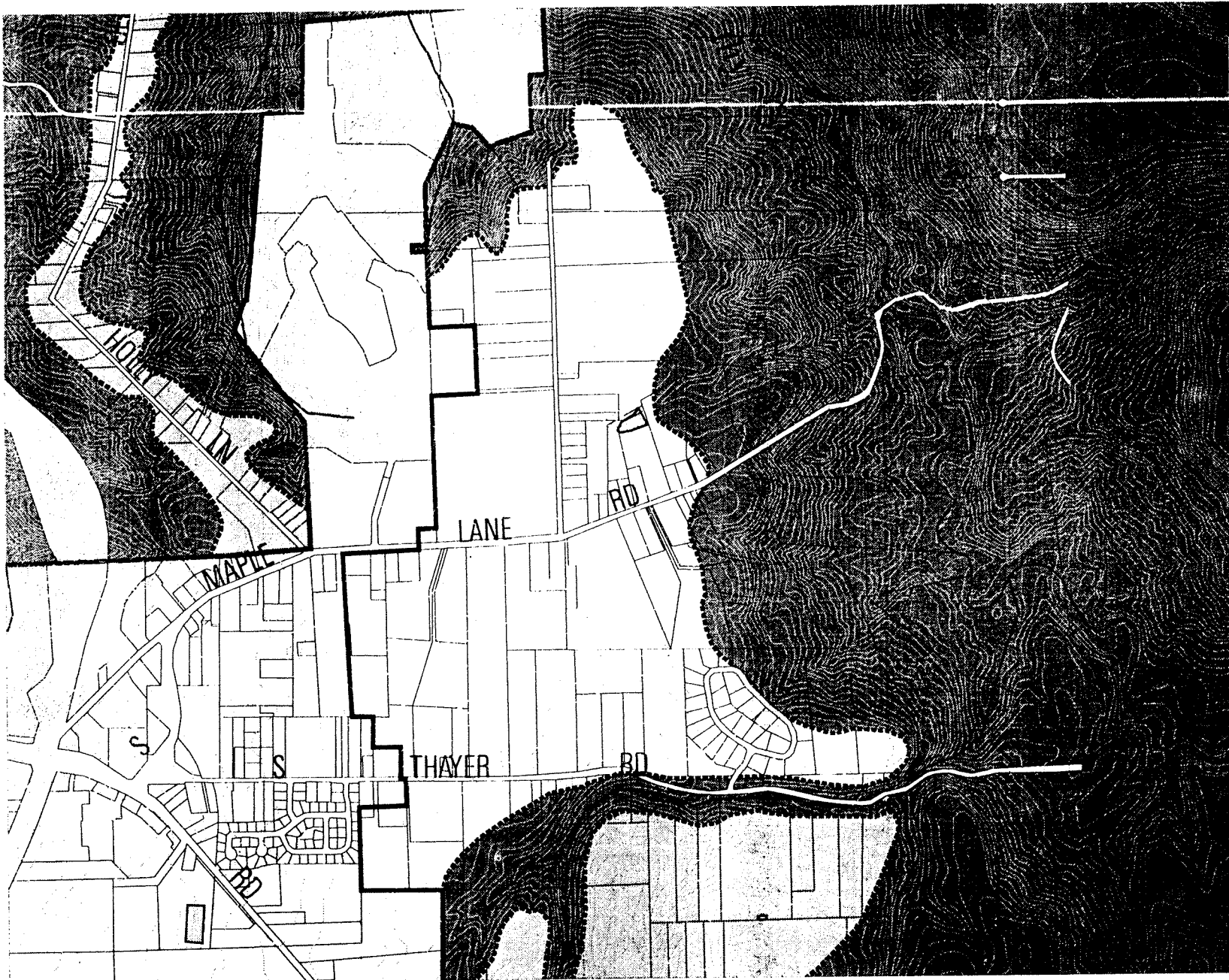
-  This Map's URSA
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-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
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MAP #22

Acres	EFU Acres
375.12	51.010









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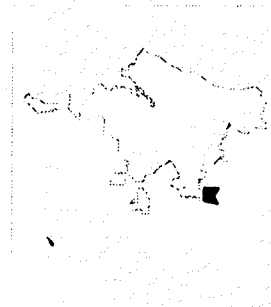
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MAP #24

Acres	EFU Acres
243.71	31.252



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







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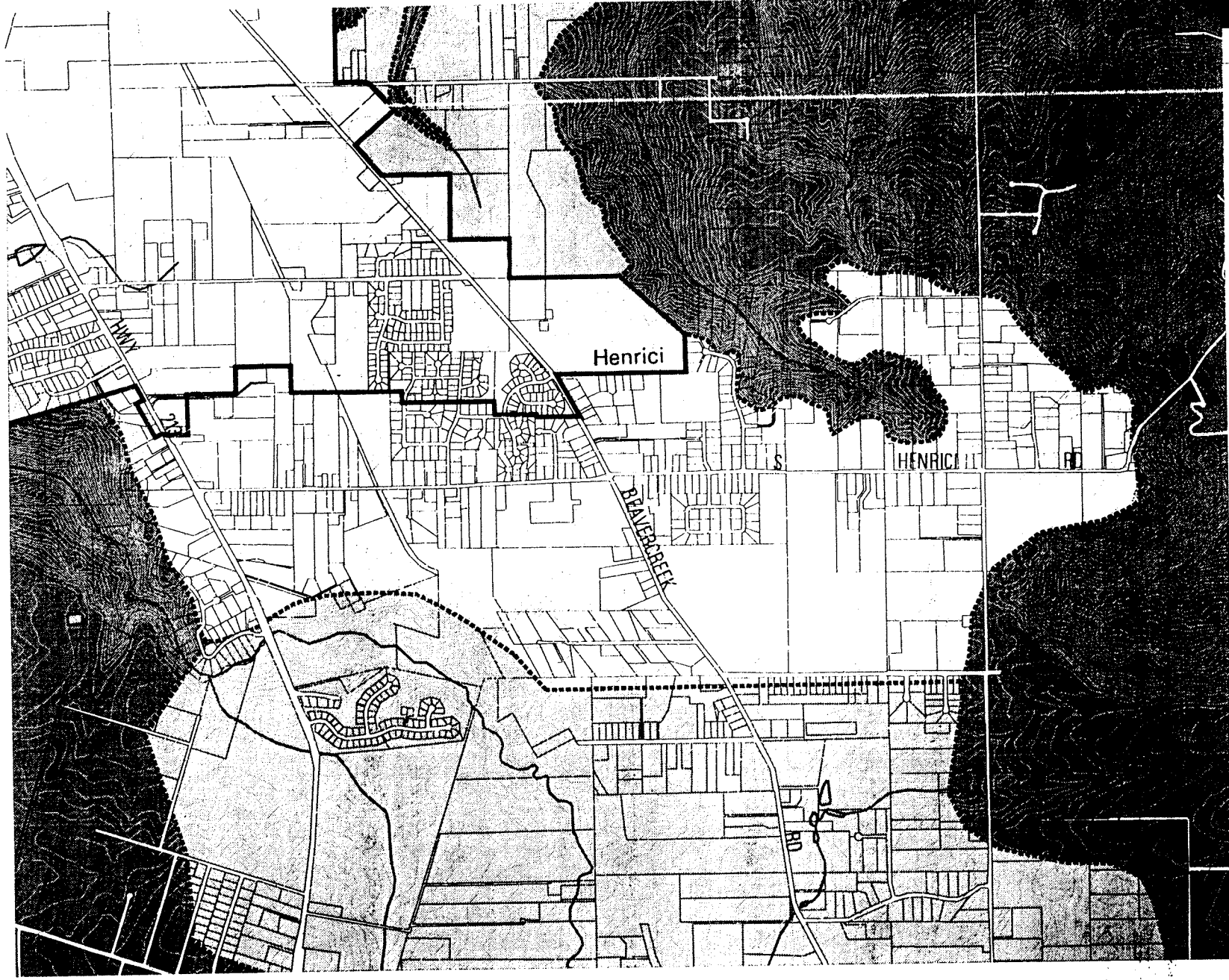
-  This Map's URSA
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MAP #25

Acres	EFU Acres
1027.10	38.211









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Regional Land Information System

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MAP #26

Acres	EFU Acres
194749	0.186









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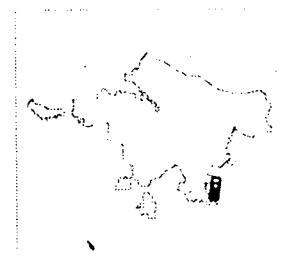
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-  This Map's URSA
-  UGB
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-  Outside UGB and URSA's
-  Specific Study Area
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MAP #23

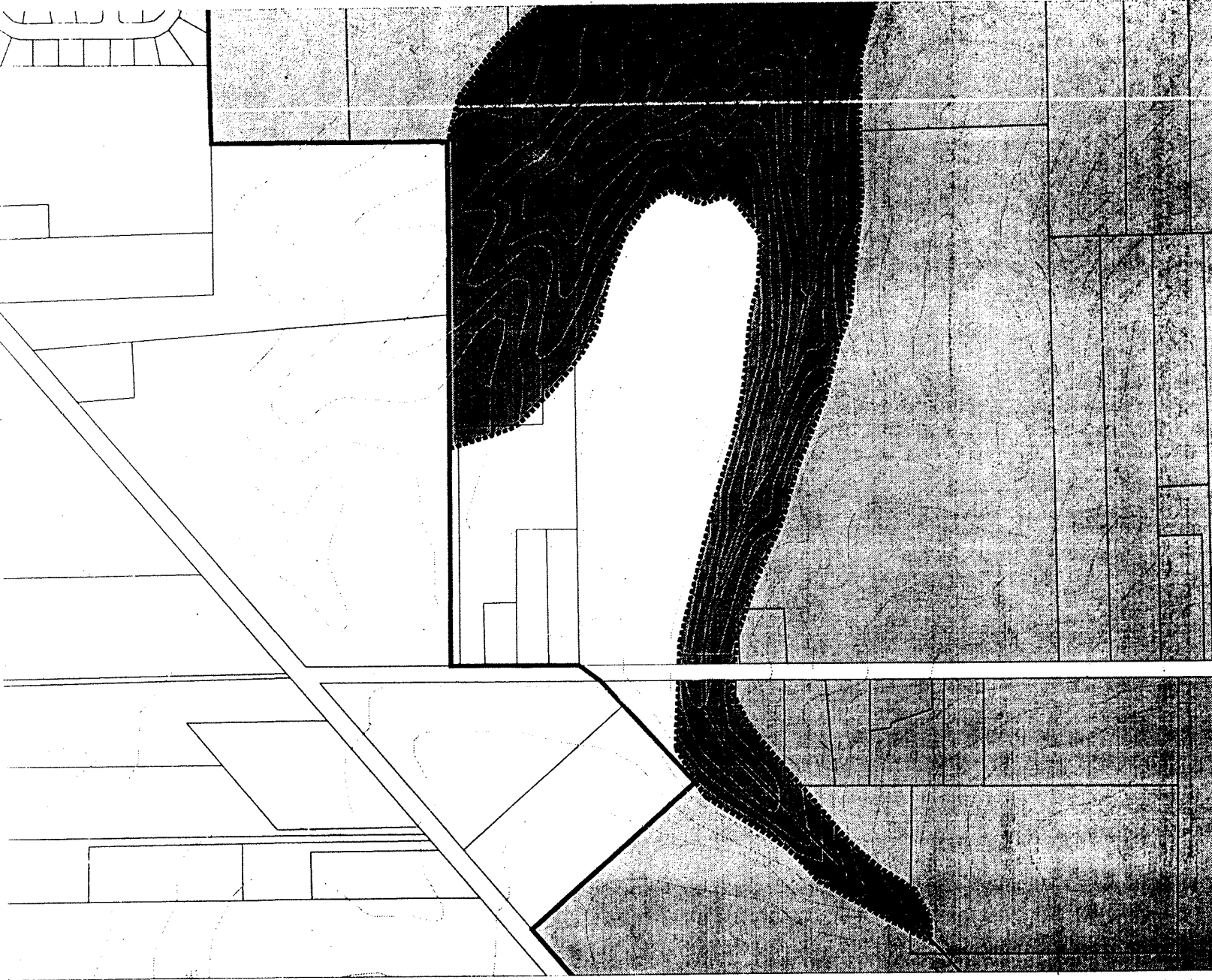
Acres	EFU Acres
22.66	0.000



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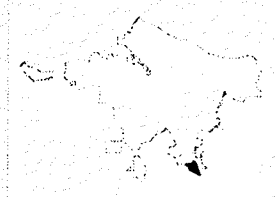
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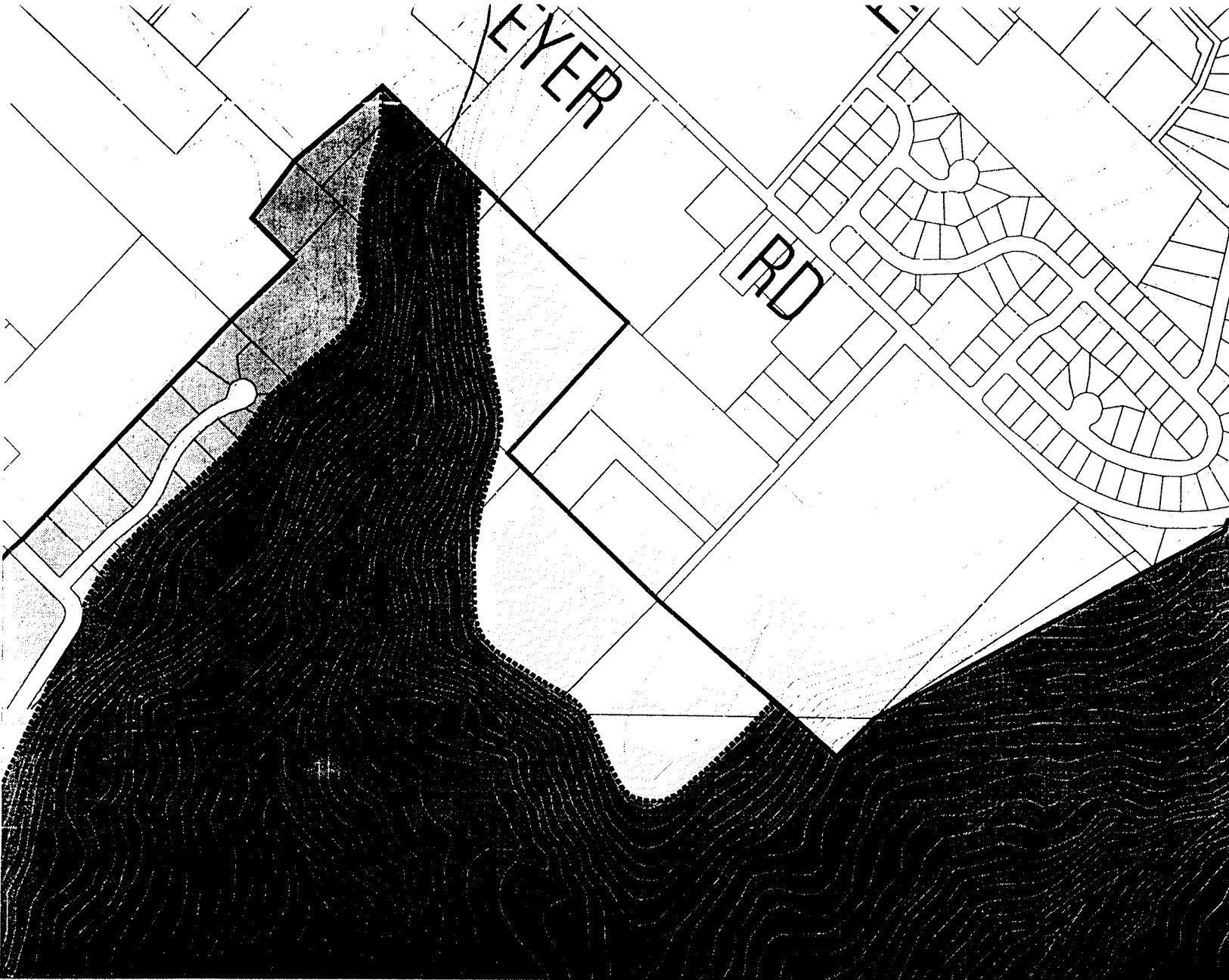
-  This Map's URSAs
-  UGB
-  Other URSAs
-  Outside UGB and URSAs
-  Specific Study Area
-  Urban Growth Boundary

MAP #27

Acres	EFU Acres
18.75	13.110









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-  This Map's URSA
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-  Outside UGB and URSA's
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-  Urban Growth Boundary

MAP #28

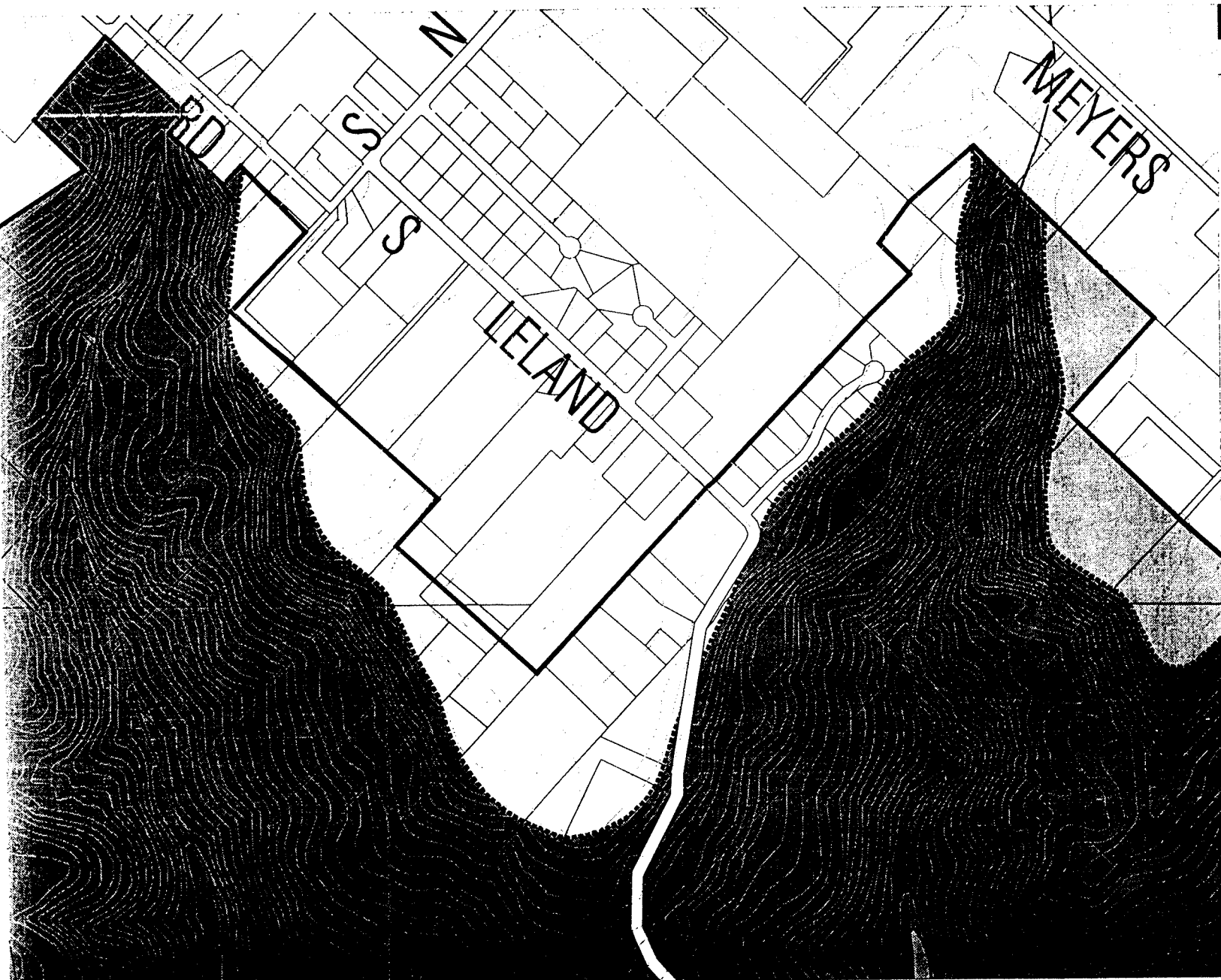
Acres	EFU Acres
55.06	50.823



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






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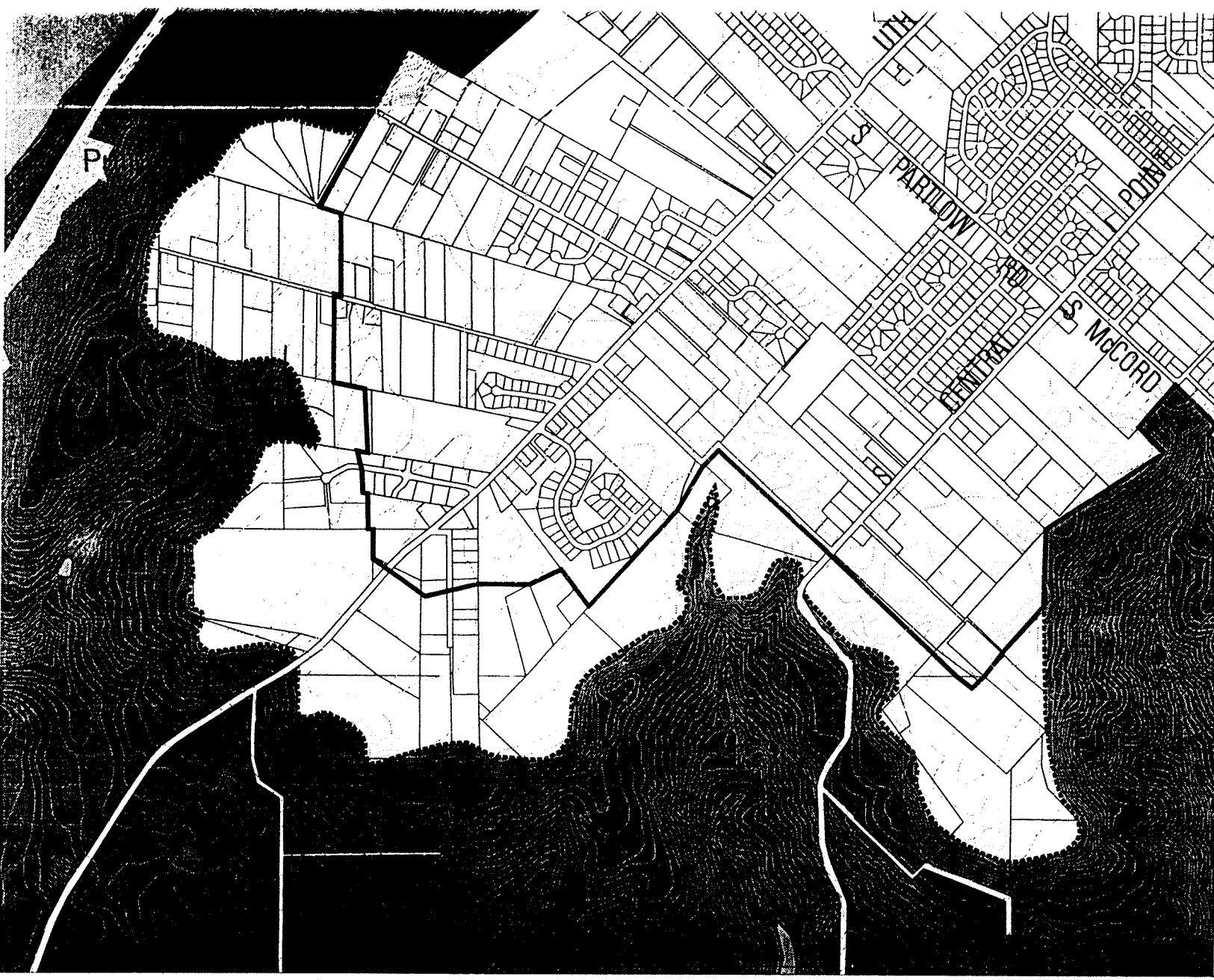
-  This Map's URSA
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-  Outside UGB and URSA's
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-  Urban Growth Boundary

MAP #29

Acres	EFU Acres
322.17	133.830









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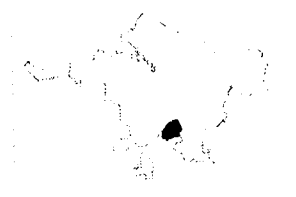
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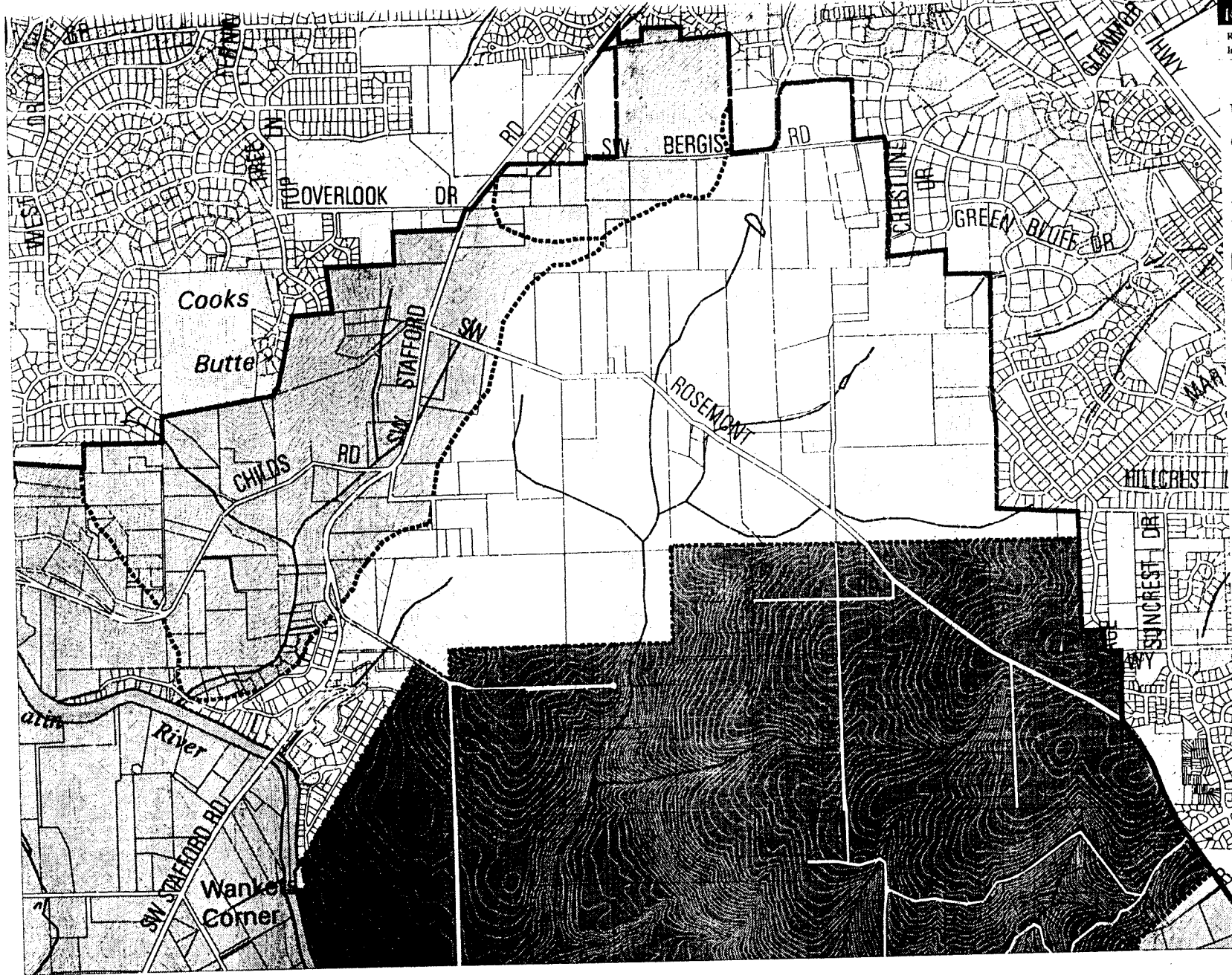
-  This Map's URSA
-  UCB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #31

Acres	EFU Acres
735.59	615.843









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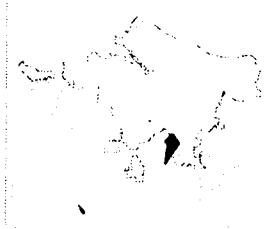
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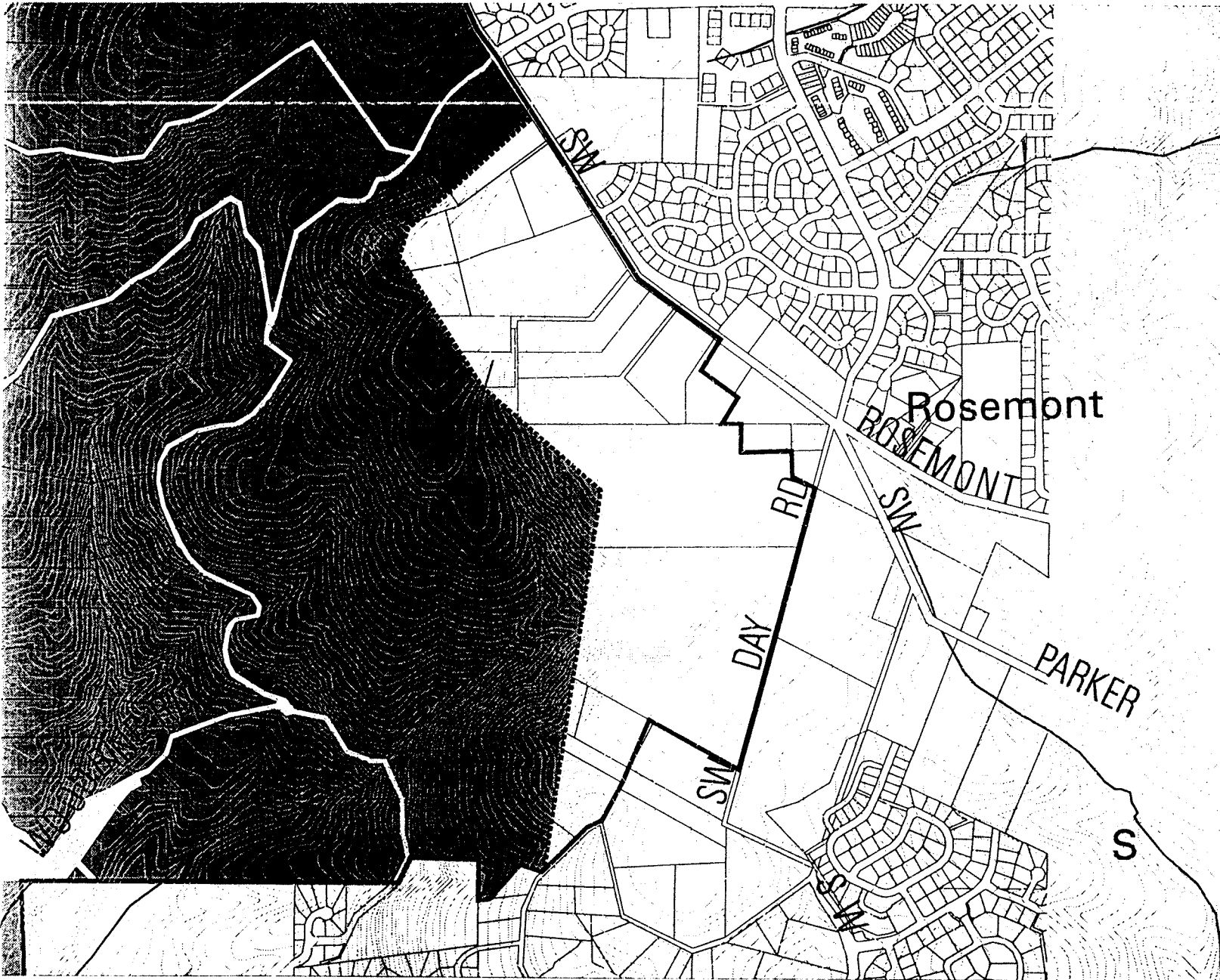
-  This Map's URSA
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-  Other URSA's
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-  Specific Study Area
-  Urban Growth Boundary

MAP #30

Acres	EFU Acres
138.74	0.000









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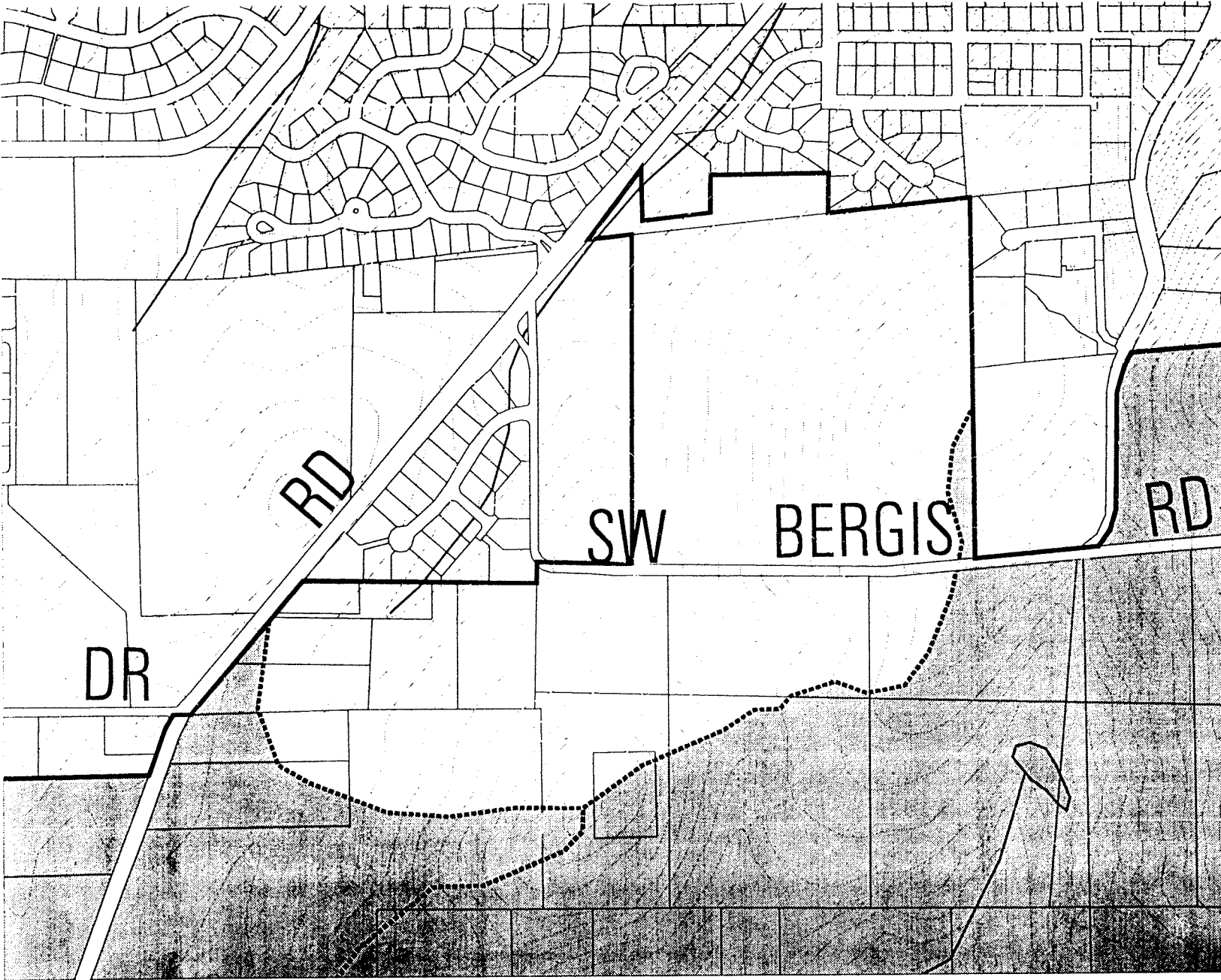
-  This Map's URSA
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-  Urban Growth Boundary

MAP #32

Acres	EFU Acres
8746	76.173









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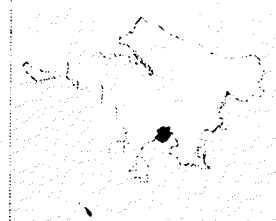
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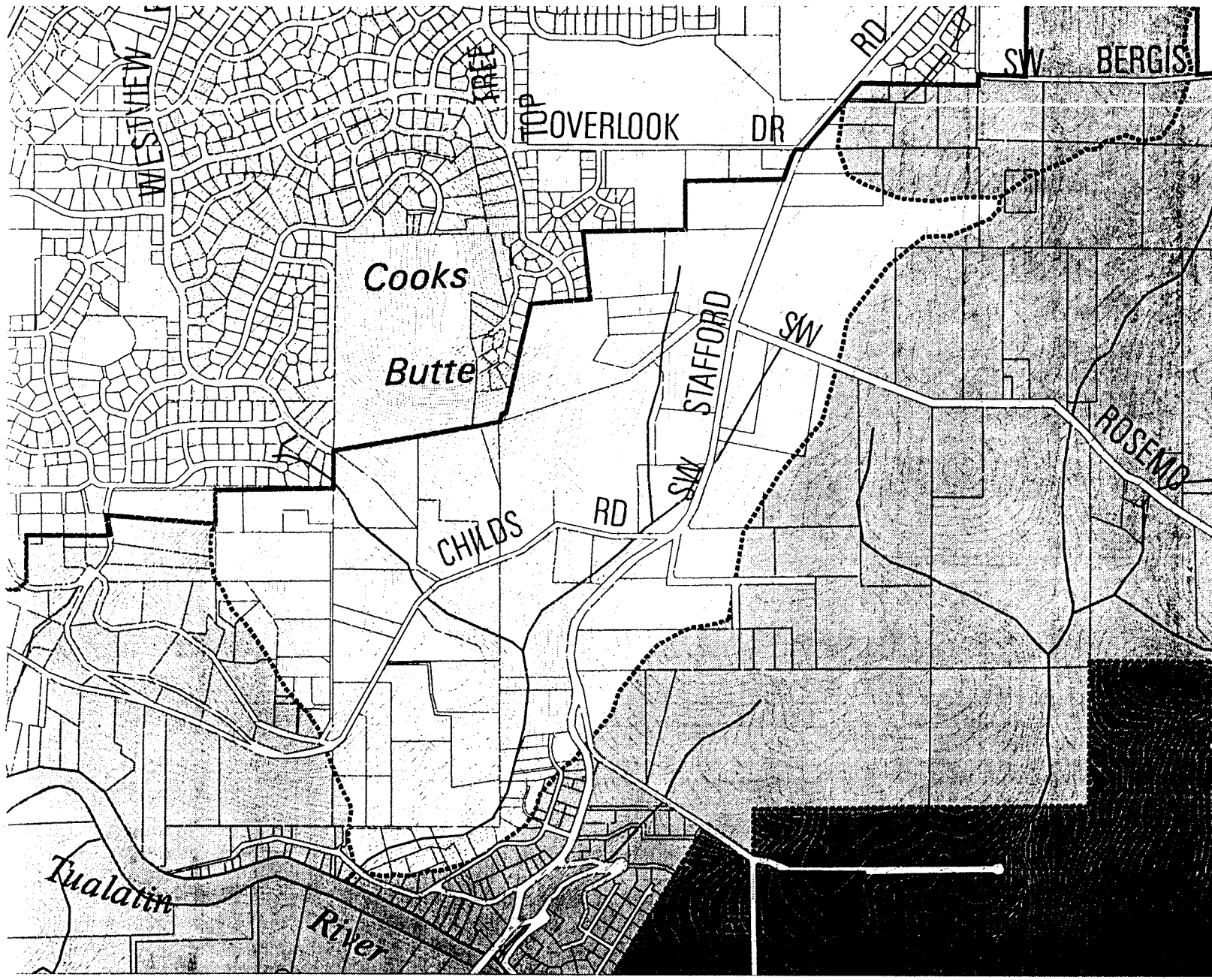
-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
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MAP #33

Acres	EFU Acres
338.25	71.761









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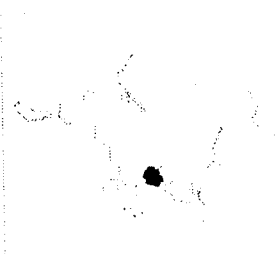
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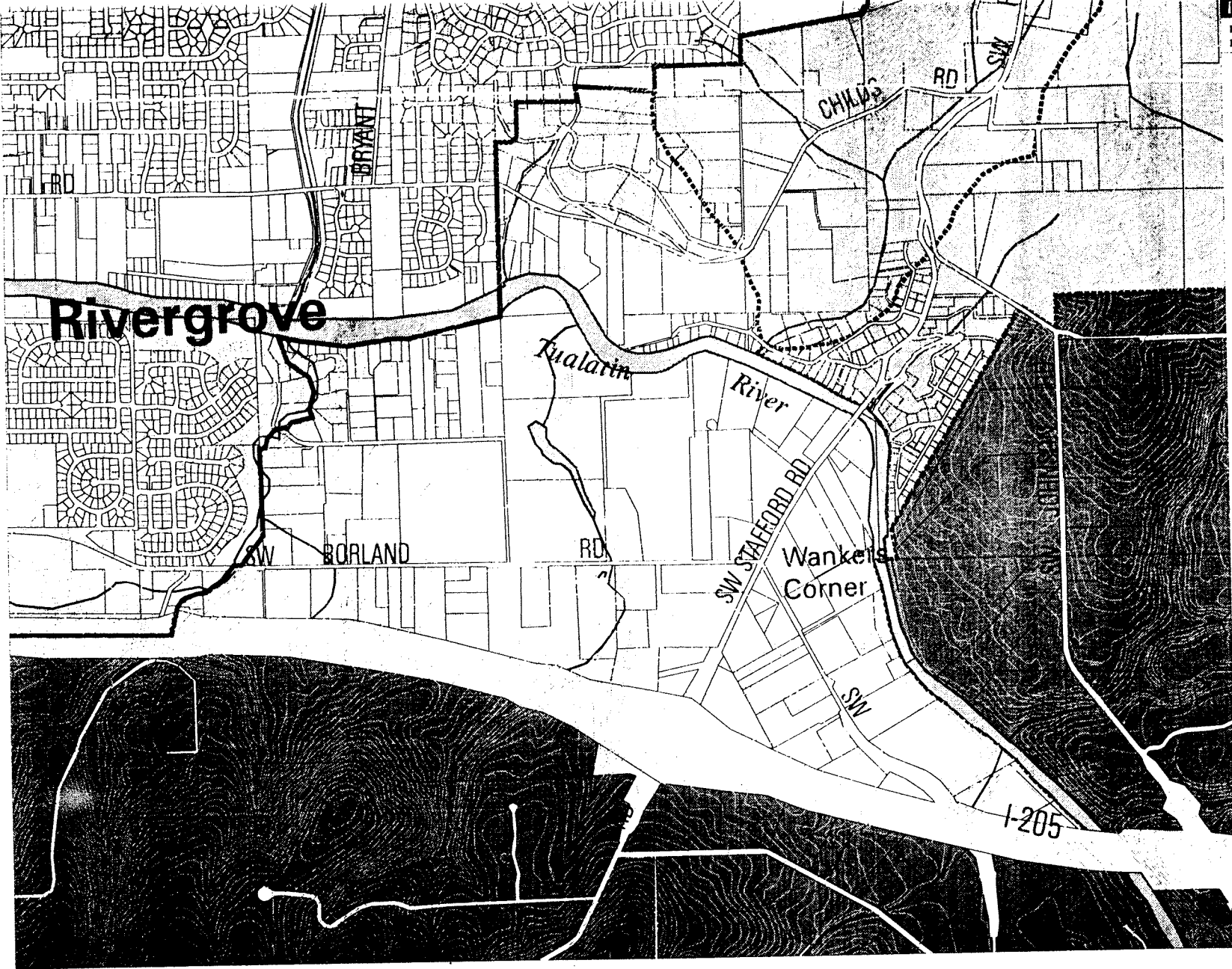
-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #34

Acres EFU Acres
756.45 0.311









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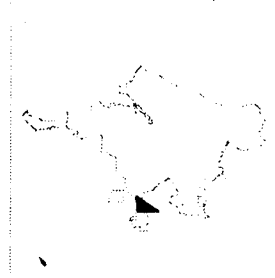
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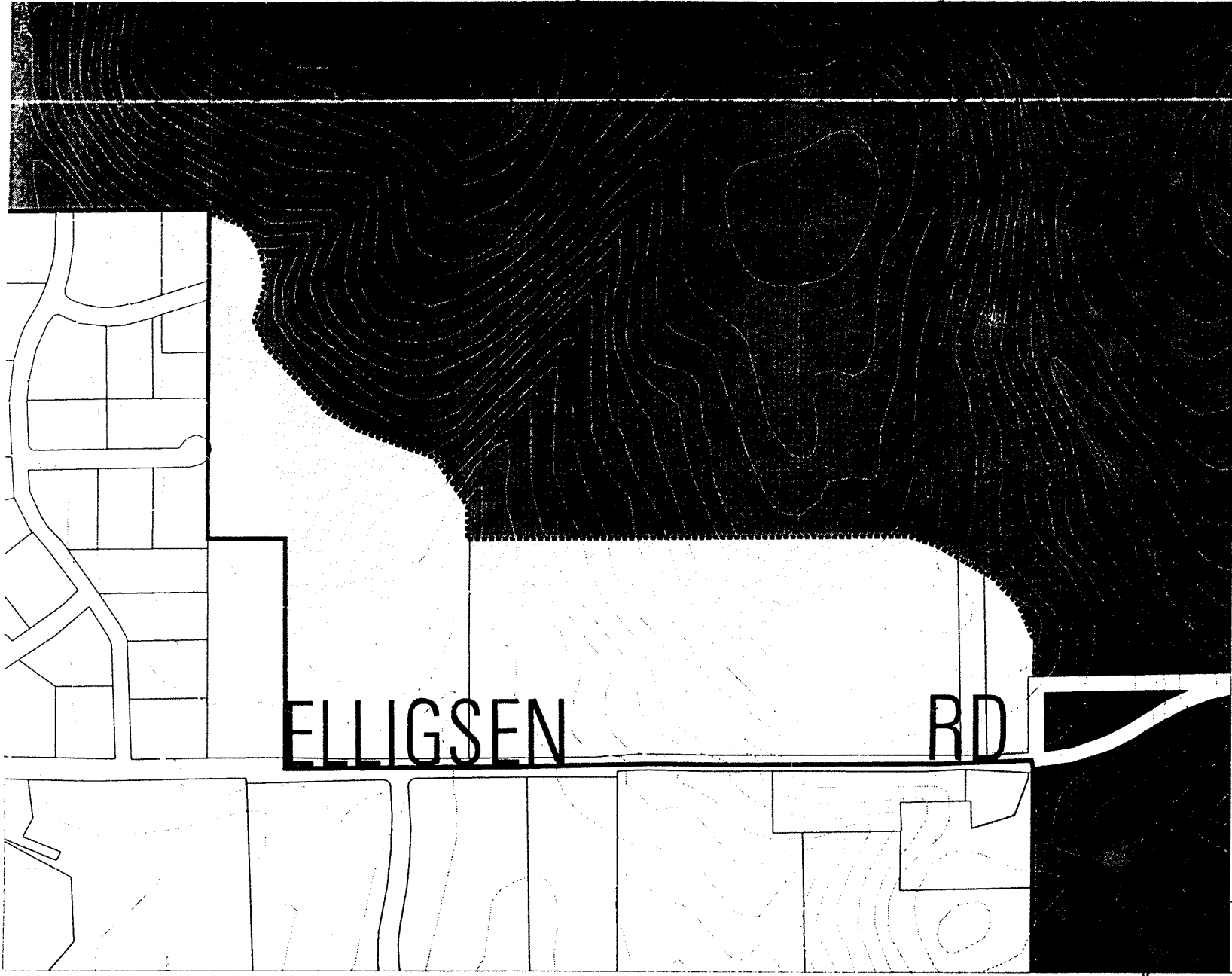
-  This Map's URSA
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-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #35

Acres	EFU Acres
47.98	1.491









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ELIGSEN RD

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-  Urban Growth Boundary

MAP #36

Acres	EFU Acres
33.21	0.000









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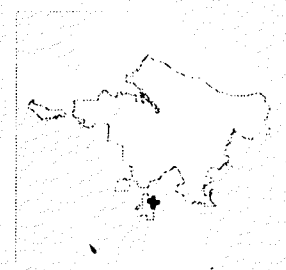
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MAP #37

Acres	EFU Acres
145.50	0.000



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





STAFFORD

SW

RD

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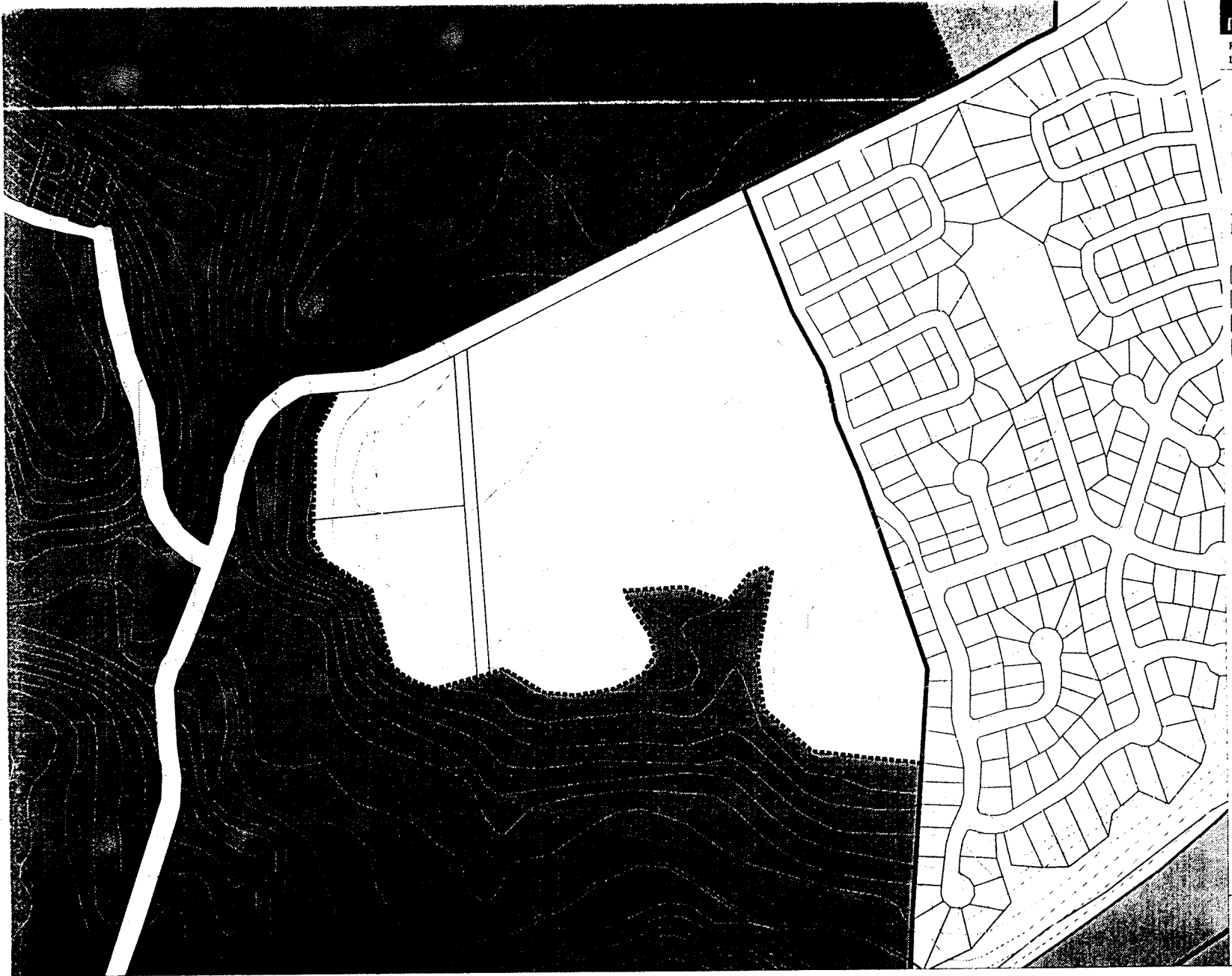
-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #38

Acres	EFU Acres
41.71	41.069









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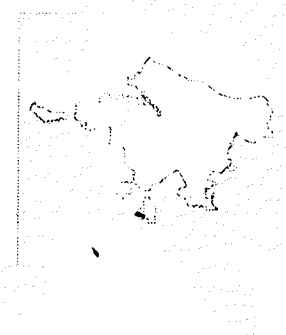
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-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #39

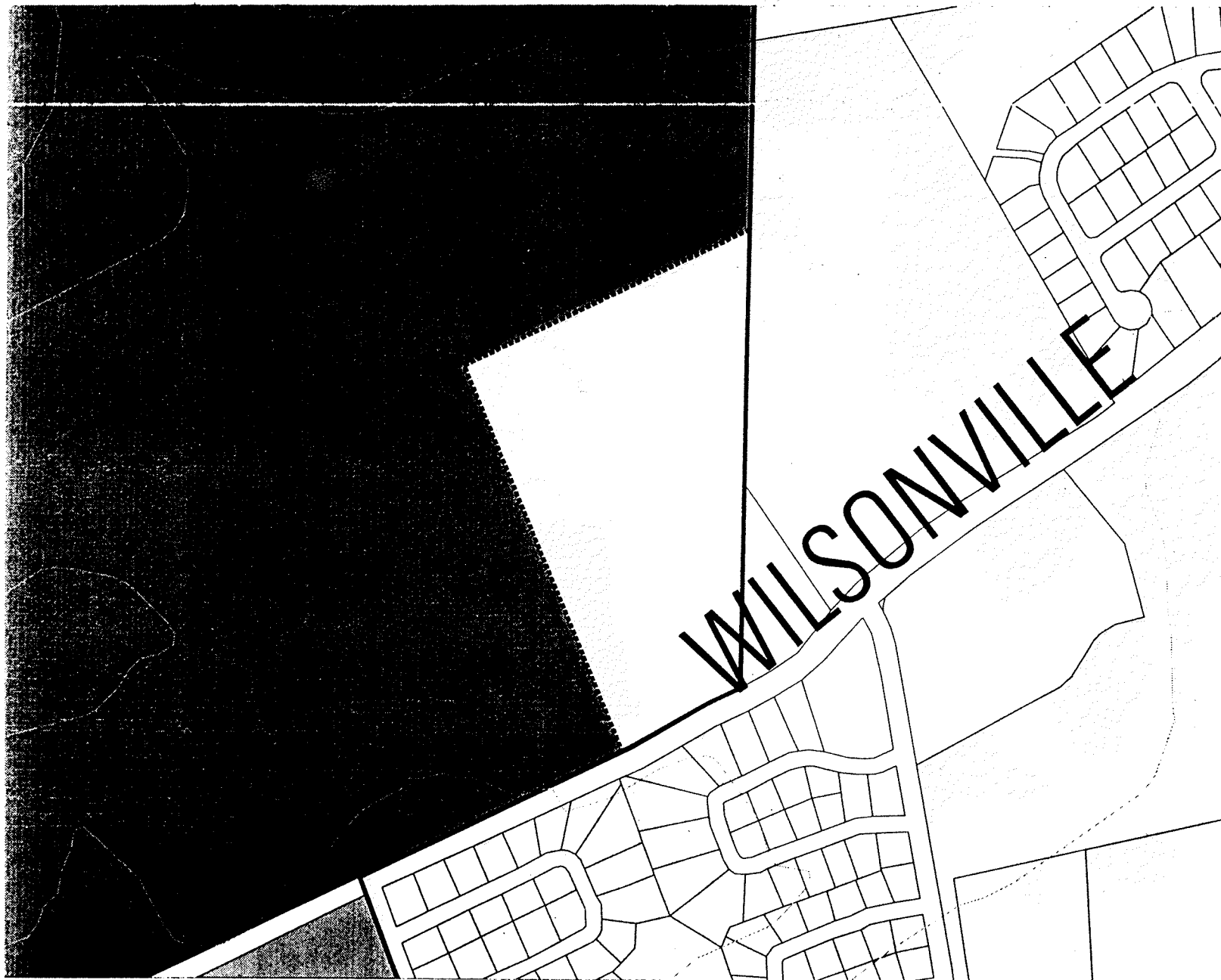
Acres	EFU Acres
13.22	10.624



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WILSONVILLE



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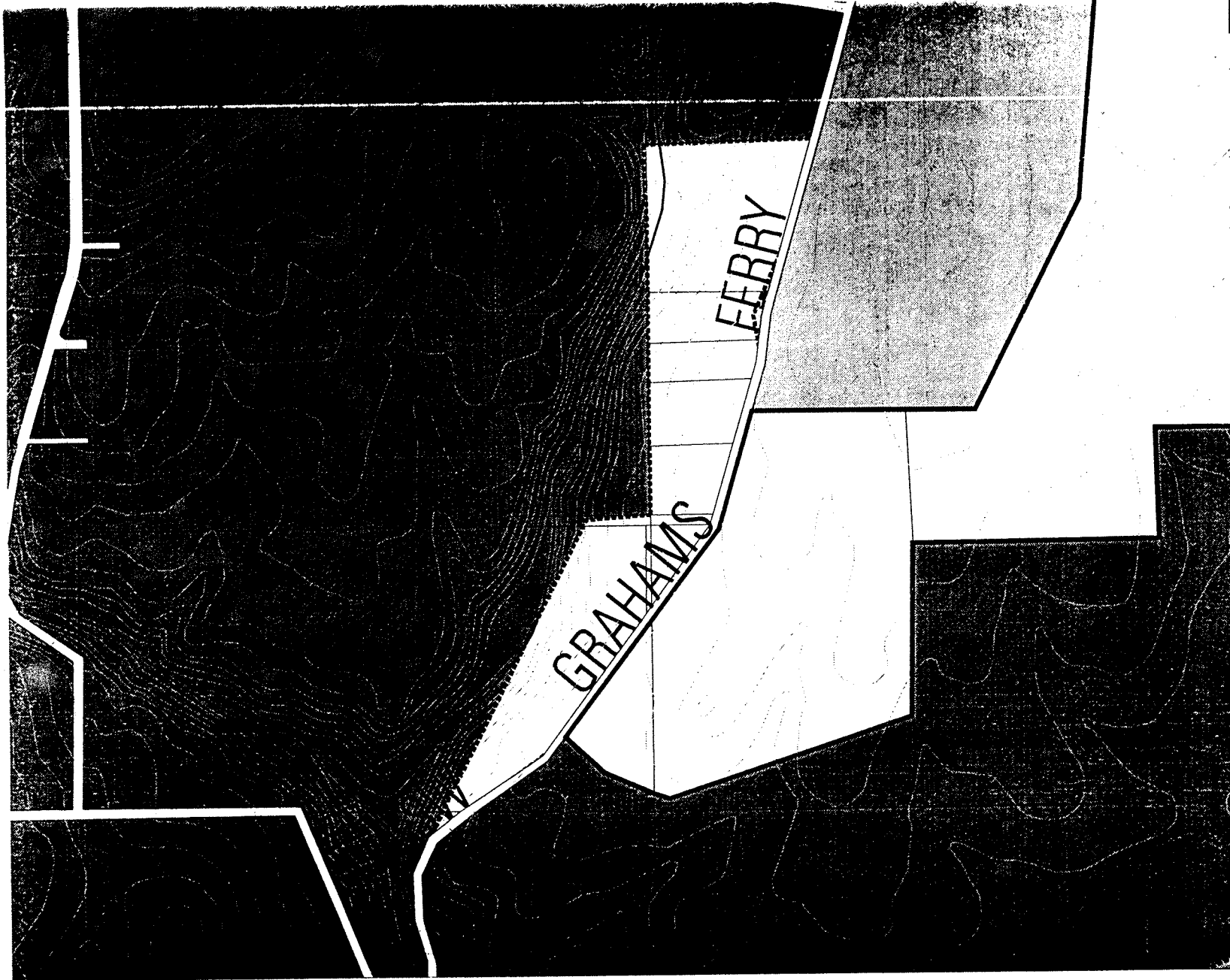
-  This Map's URSA
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MAP #40

Acres	EFU Acres
35.51	11.929









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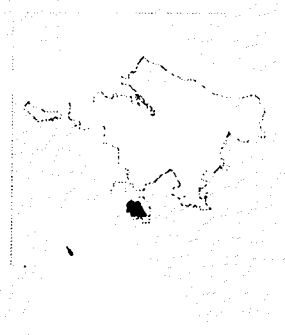
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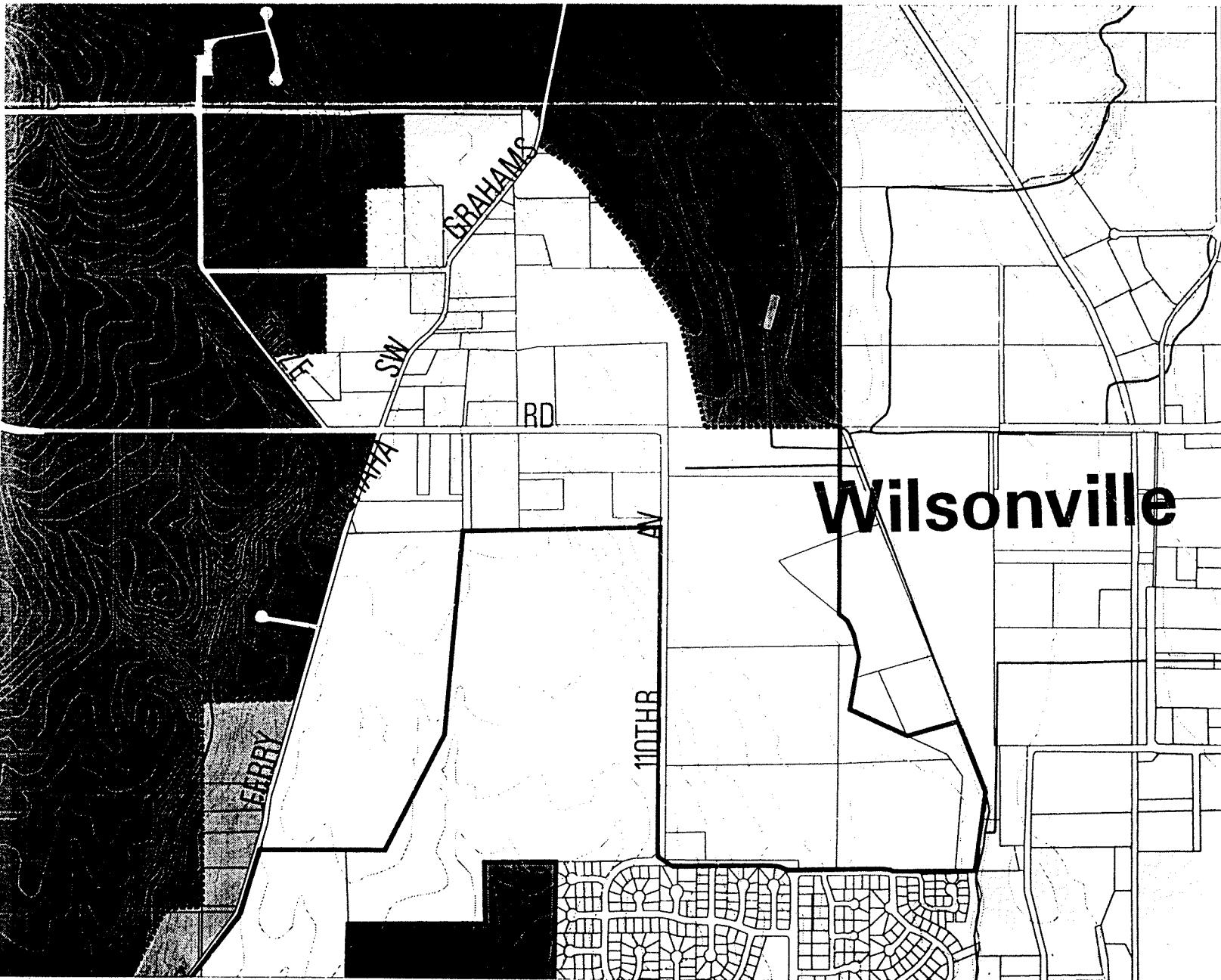
-  This Map's URSA
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MAP #41

Acres	EFU Acres
418.64	284.560









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Wilsonville

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-  UGB
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MAP #42

Acres	EFU Acres
243.21	0.000









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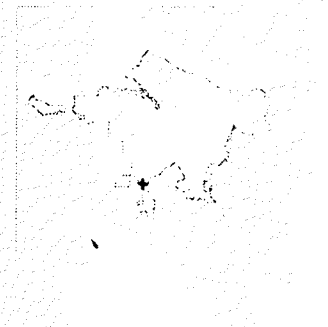
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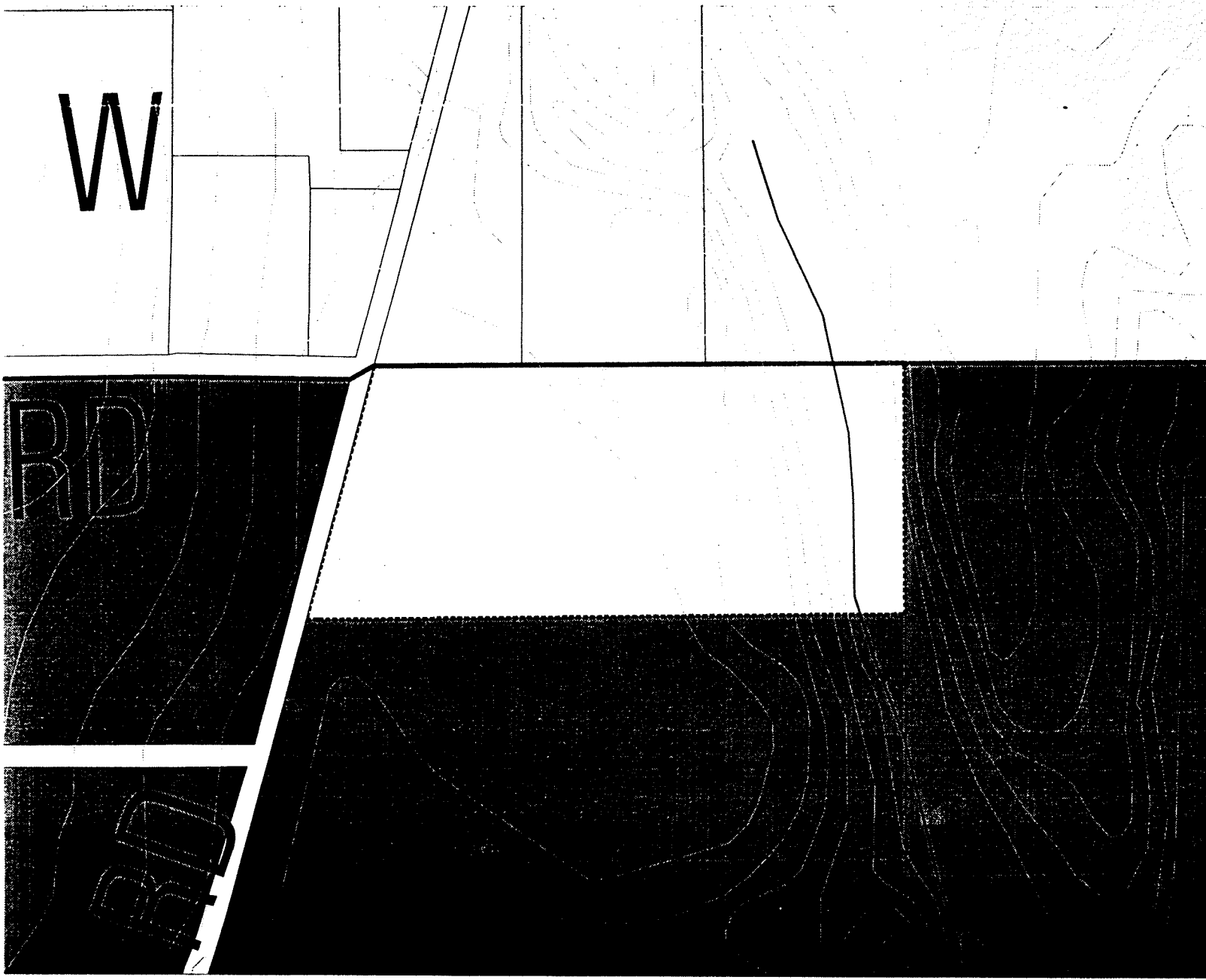
-  This Map's URSA
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-  Other URSA's
-  Outside UGB and URSA's
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MAP #43

Acres	EFU Acres
10.74	0.000









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MAP #44

Acres	EFU Acres
162.20	114.259









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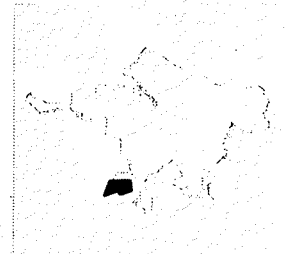
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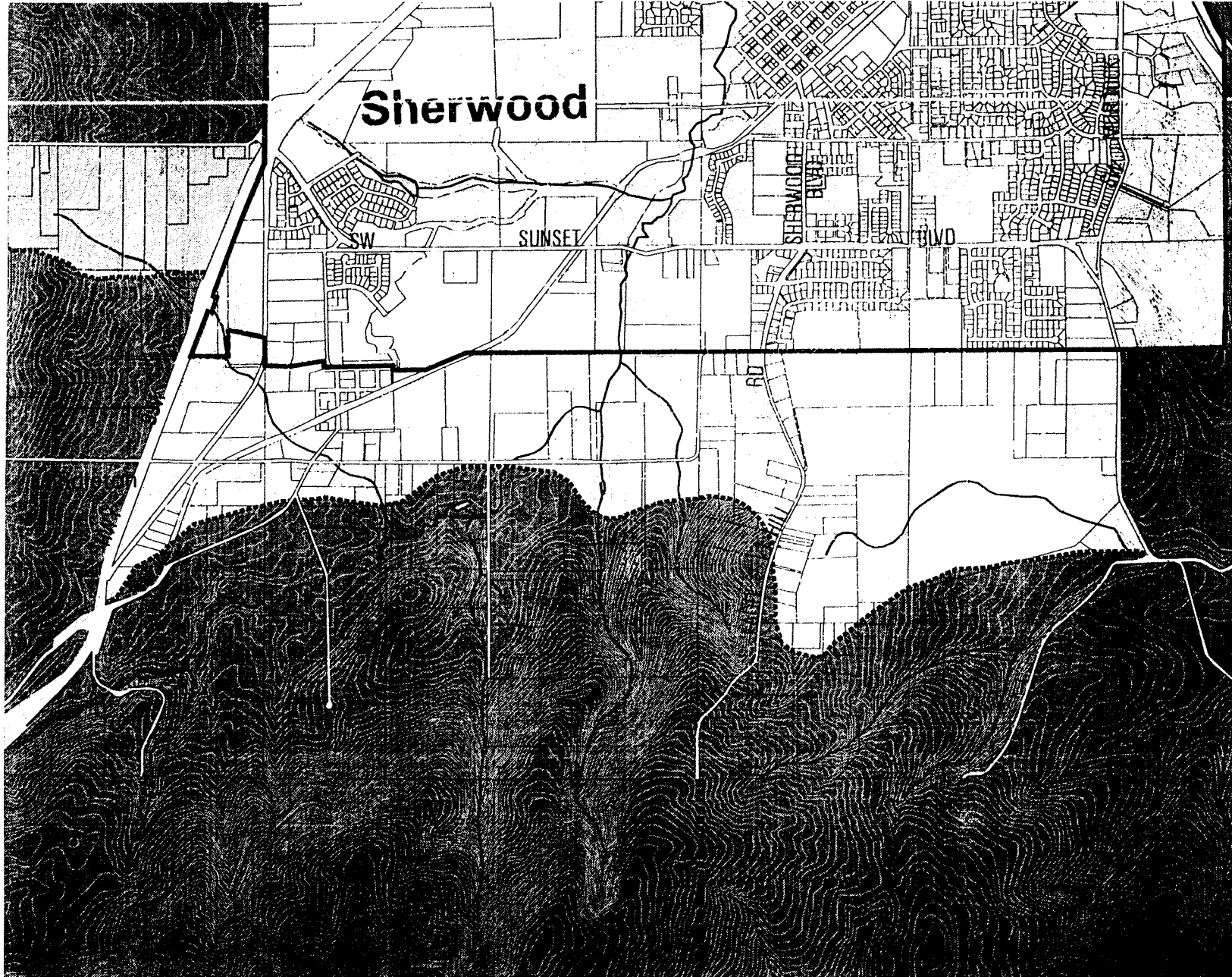
-  This Map's URSA
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-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #45

Acres	EFU Acres
631.80	197.204









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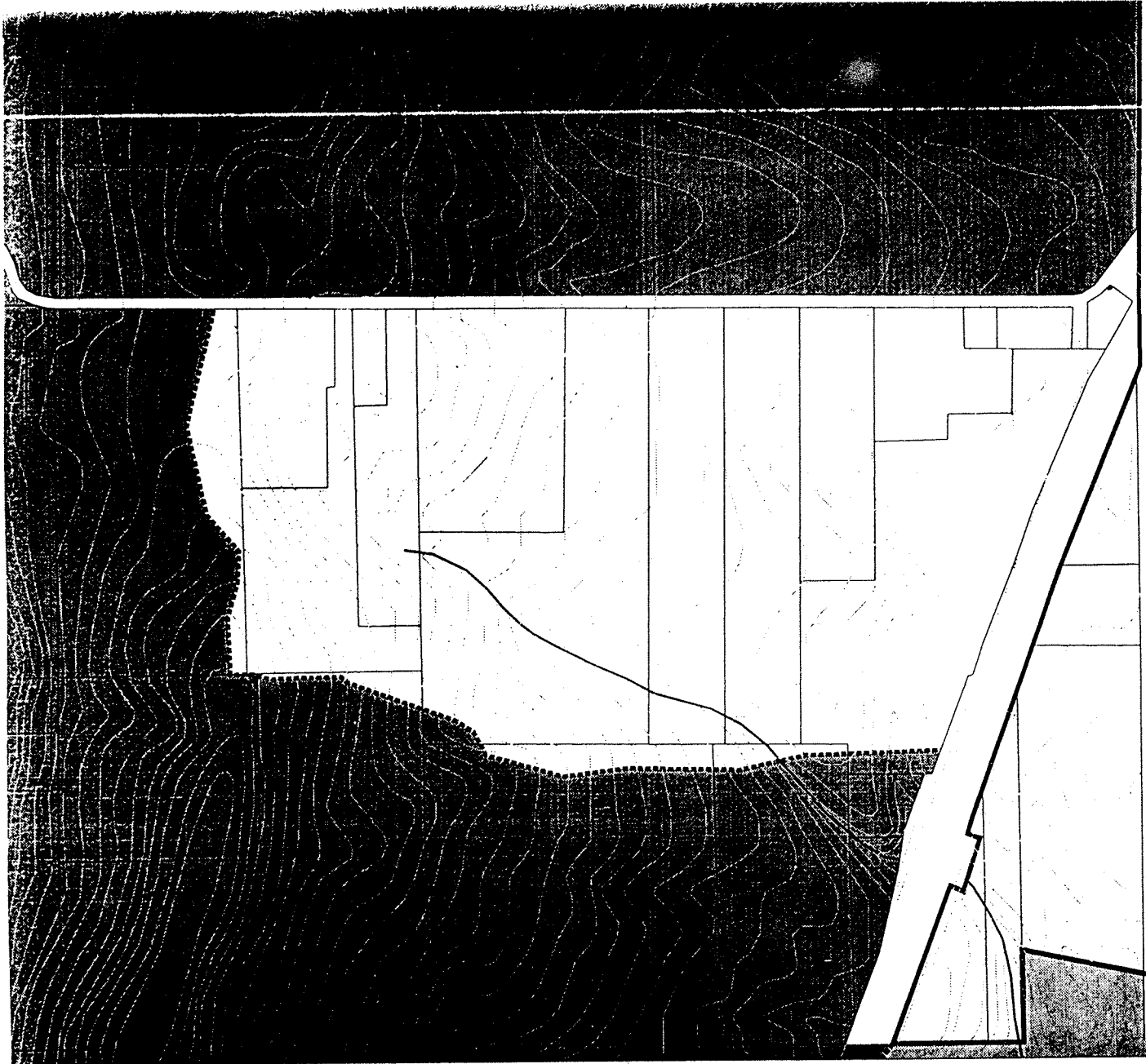
-  This Map's URSA
-  UCB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

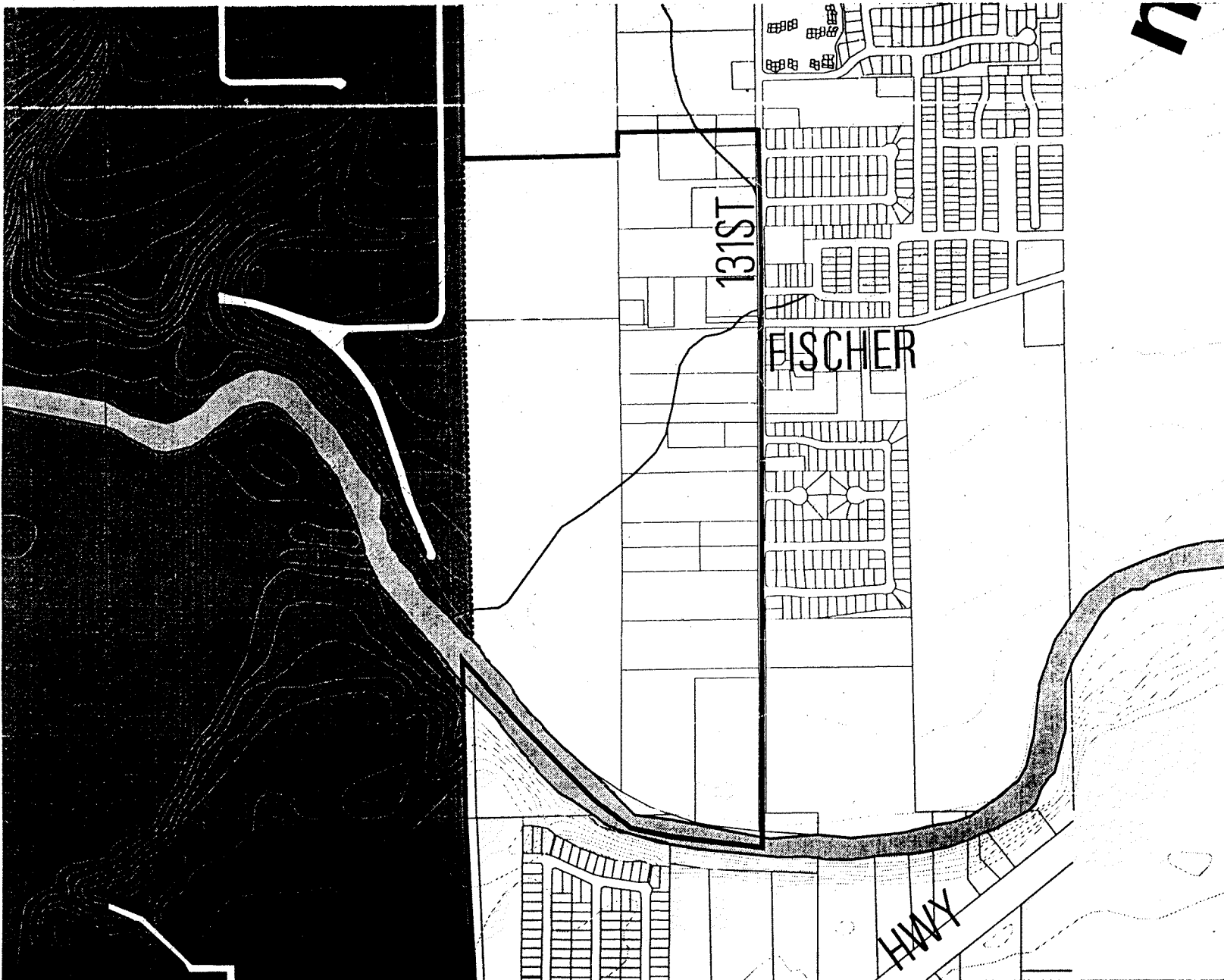
MAP #46

Acres	EFU Acres
111.55	5.716









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-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
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MAP #47

Acres	EFU Acres
127.44	0.000









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-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
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-  Urban Growth Boundary

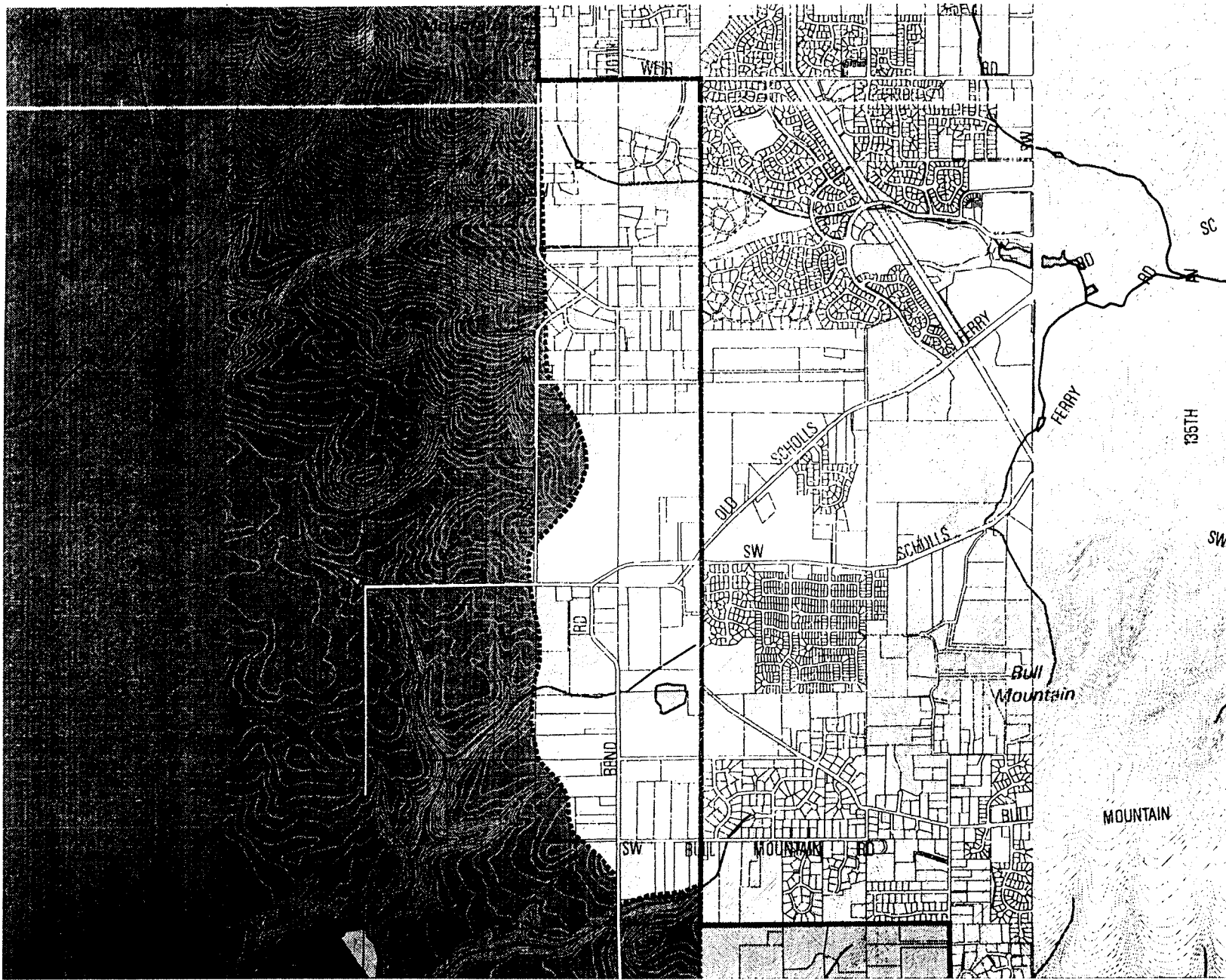
MAP #48

Acres	EFU Acres
218.44	0.000



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R L I S

Regional Land Information System

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- UCB
- Other URSA's
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- Specific Study Area
- Urban Growth Boundary







MAP #49

Acres	EFU Acres
694.50	138.242

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-  Outside UGB and URSA's
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MAP #50

Acres	EFU Acres
281.82	0.994









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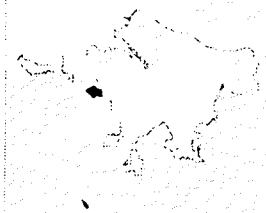
-  This Map's URSA
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-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #51

Acres	EFU Acres
116.58	44.548

Hazeldale

RD









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MAP #52

Acres	EFU Acres
102.80	11.370

Janik - yes









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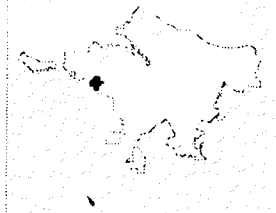
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-  This Map's URSA
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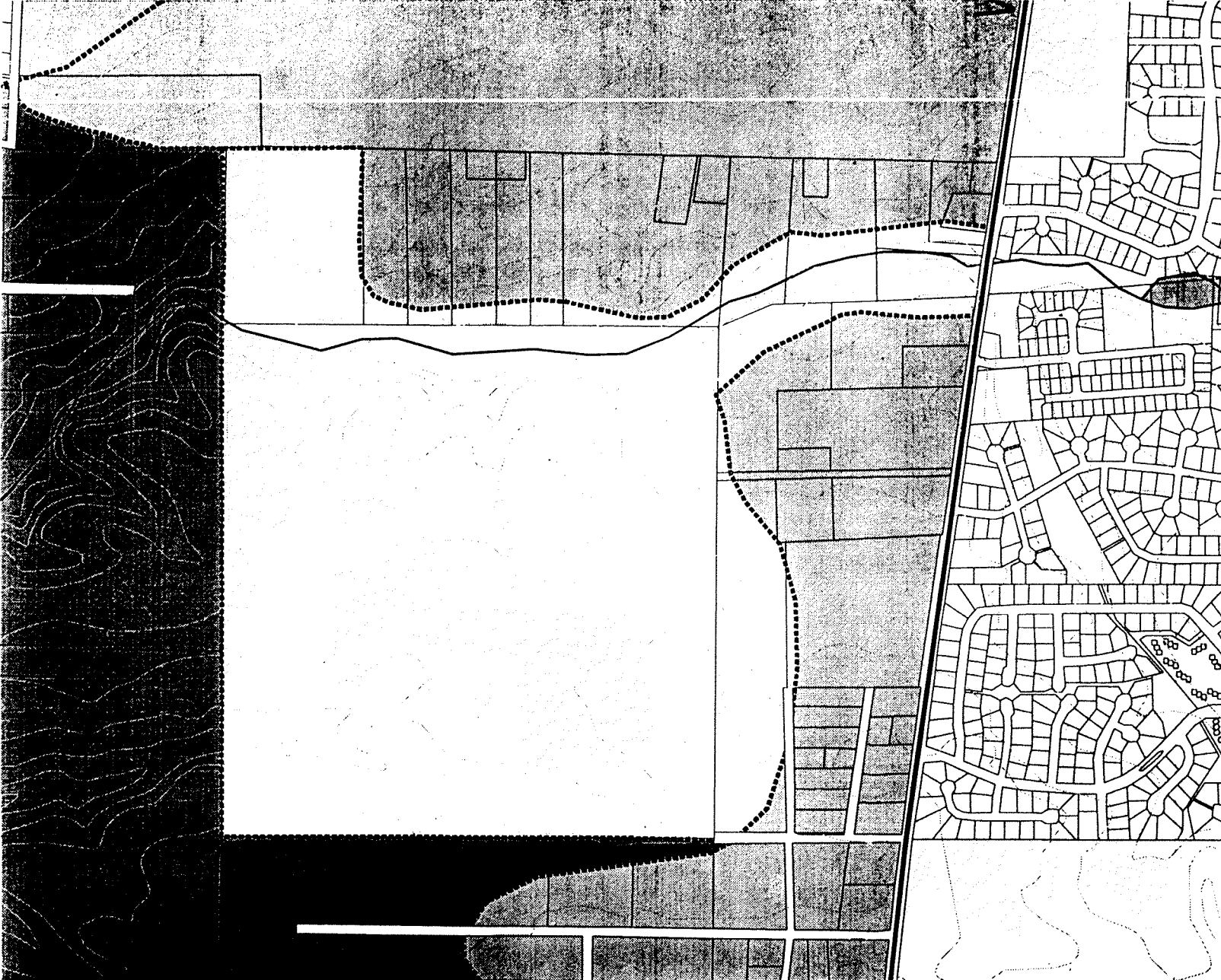
MAP #53

Acres	EFU Acres
204.29	183.038

Link - yes









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MAP #54

Acres	EFU Acres
189.02	142.529









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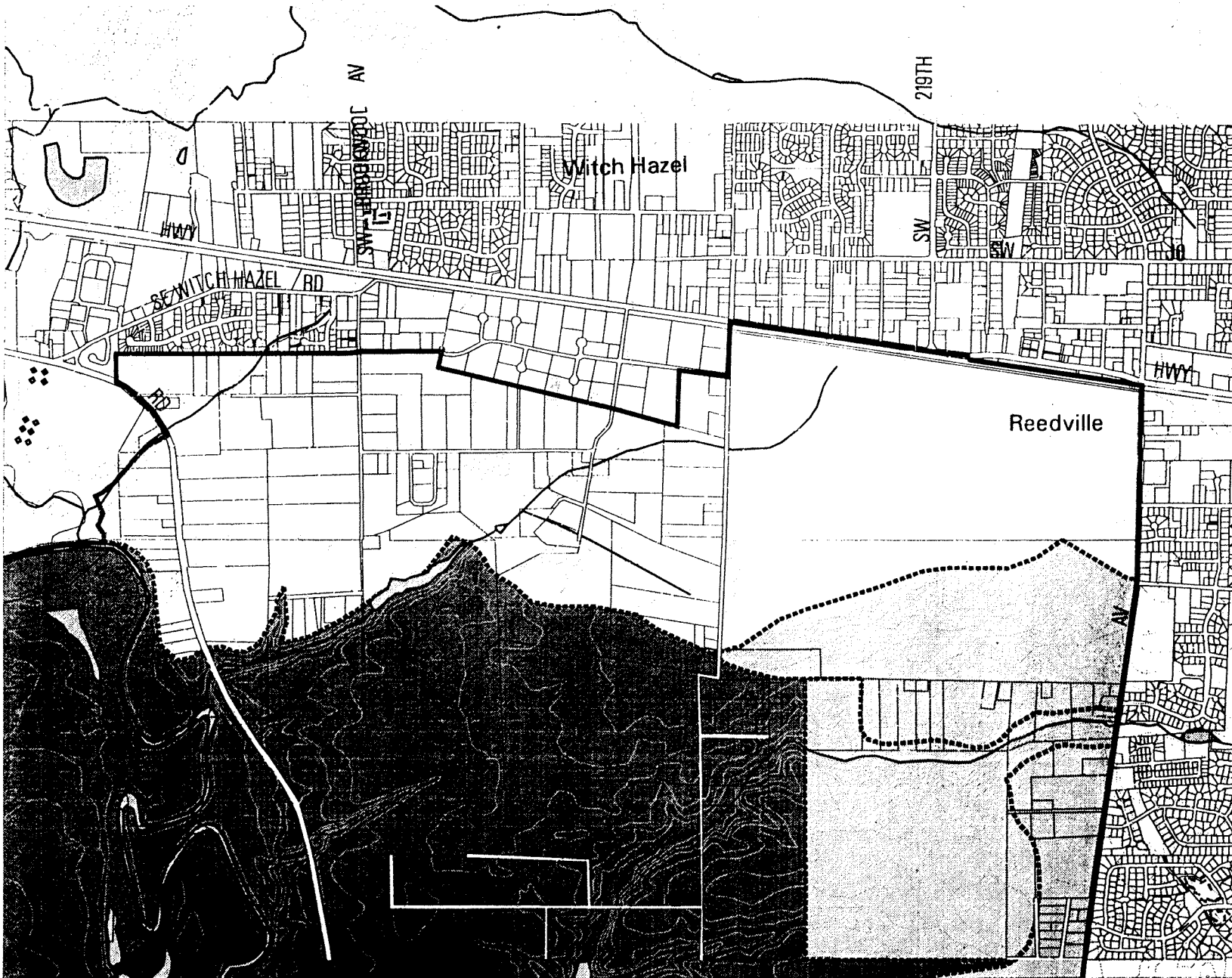
-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #55

Acres	EFU Acres
882.90	476.297









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-  UGB
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-  Urban Growth Boundary

MAP #56

Acres	EFU Acres
48.17	48.214

FG - yes









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Carnation

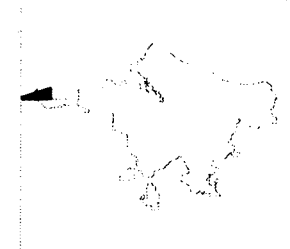
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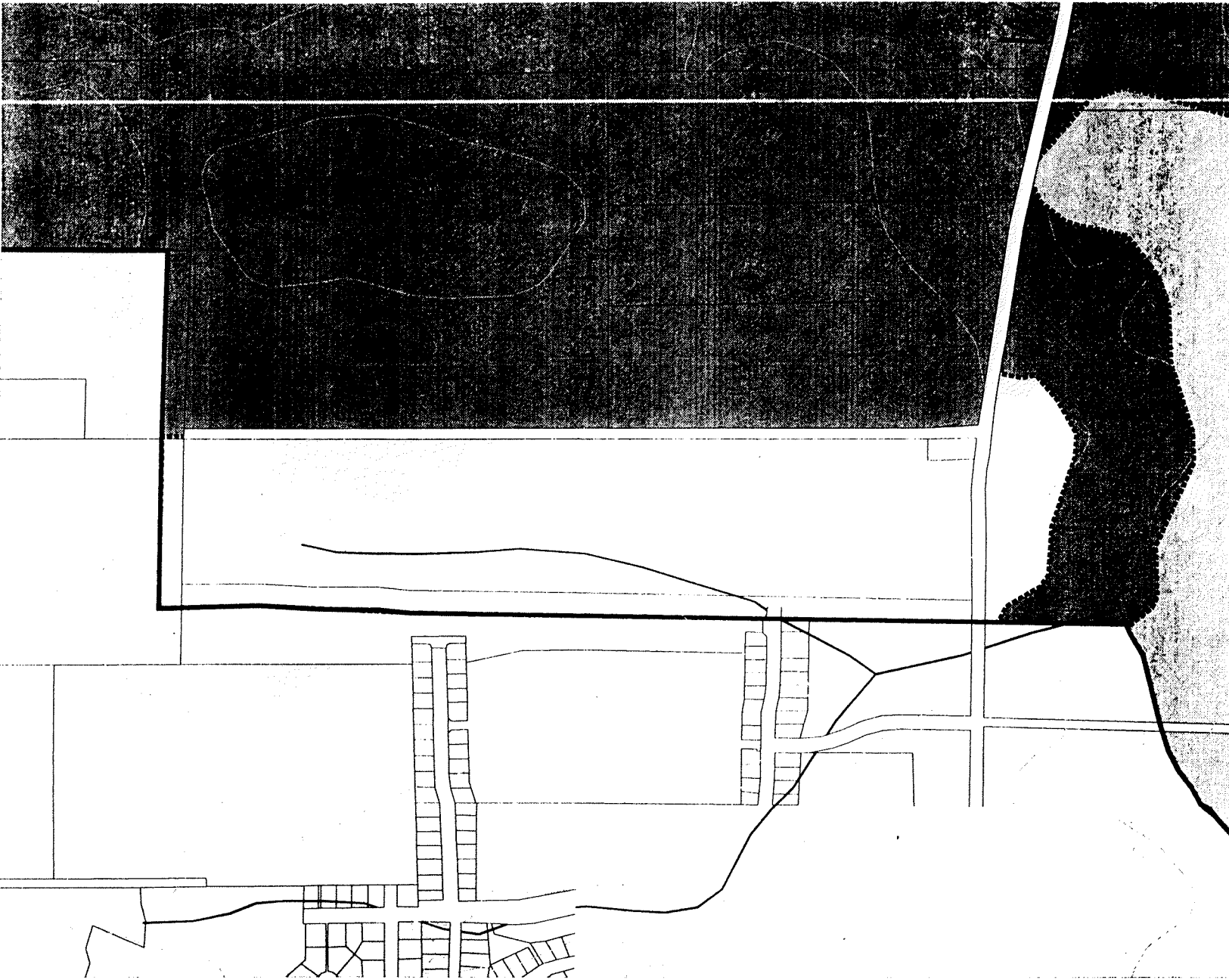
-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #57

Acres	EFU Acres
77.10	64.244









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-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #58

Acres	EFU Acres
526.71	516.309

*Some on 24th - NO
PG - yes*









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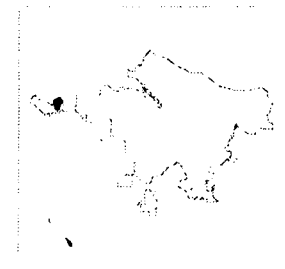
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-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #59

Acres	EFU Acres
65.80	64.492

Penne M. Dylke DO
Raip B. Wood - YES









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-  This Map's URSA
-  UGB
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-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #60

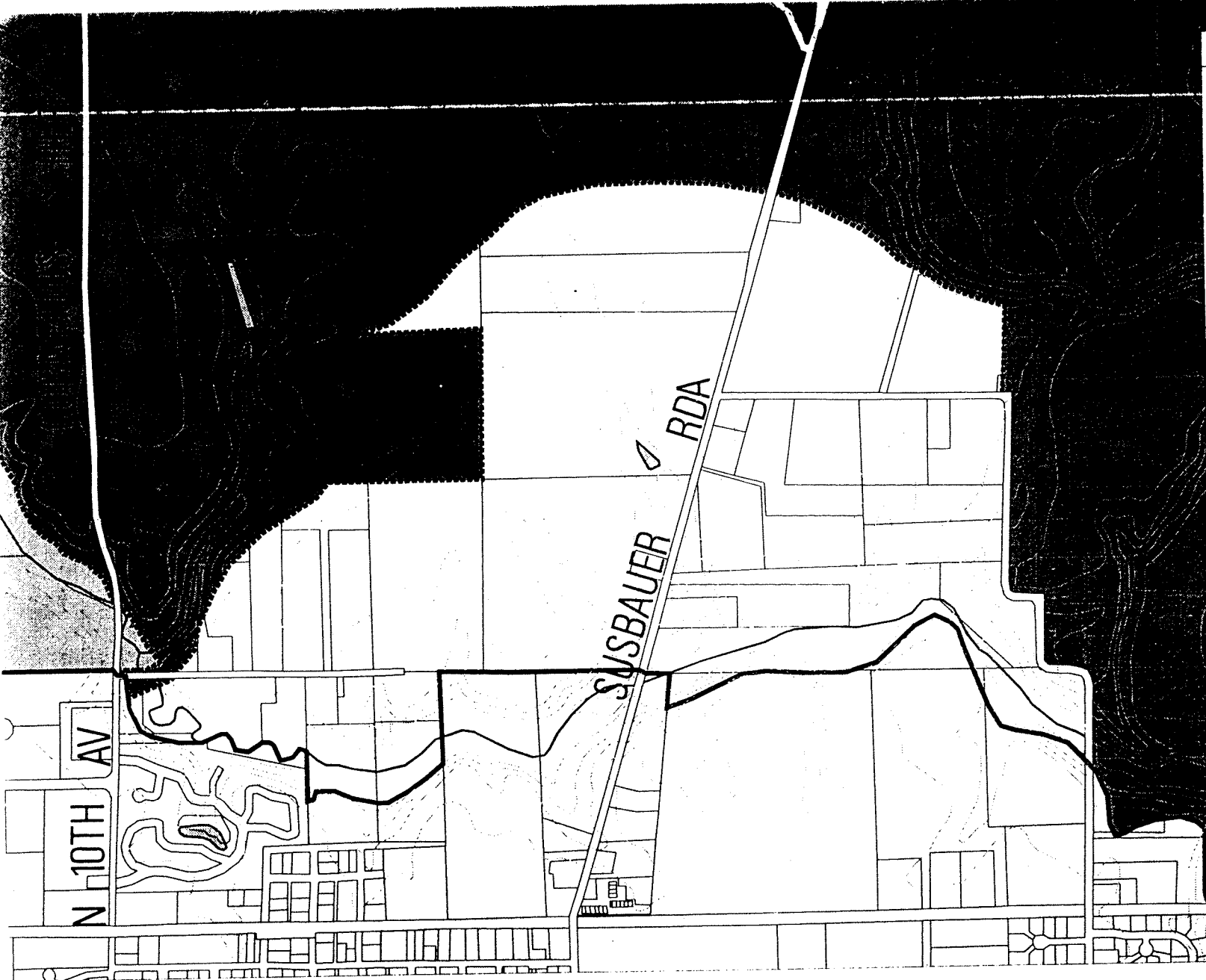
Acres	EFU Acres
279.77	140.230



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





METRO



15418/ptam sites cov, plot date: February 28, 1996

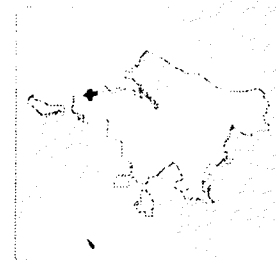
Urban Reserve Study Areas

Adopted By
Metro Council 2-8-96

-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #61

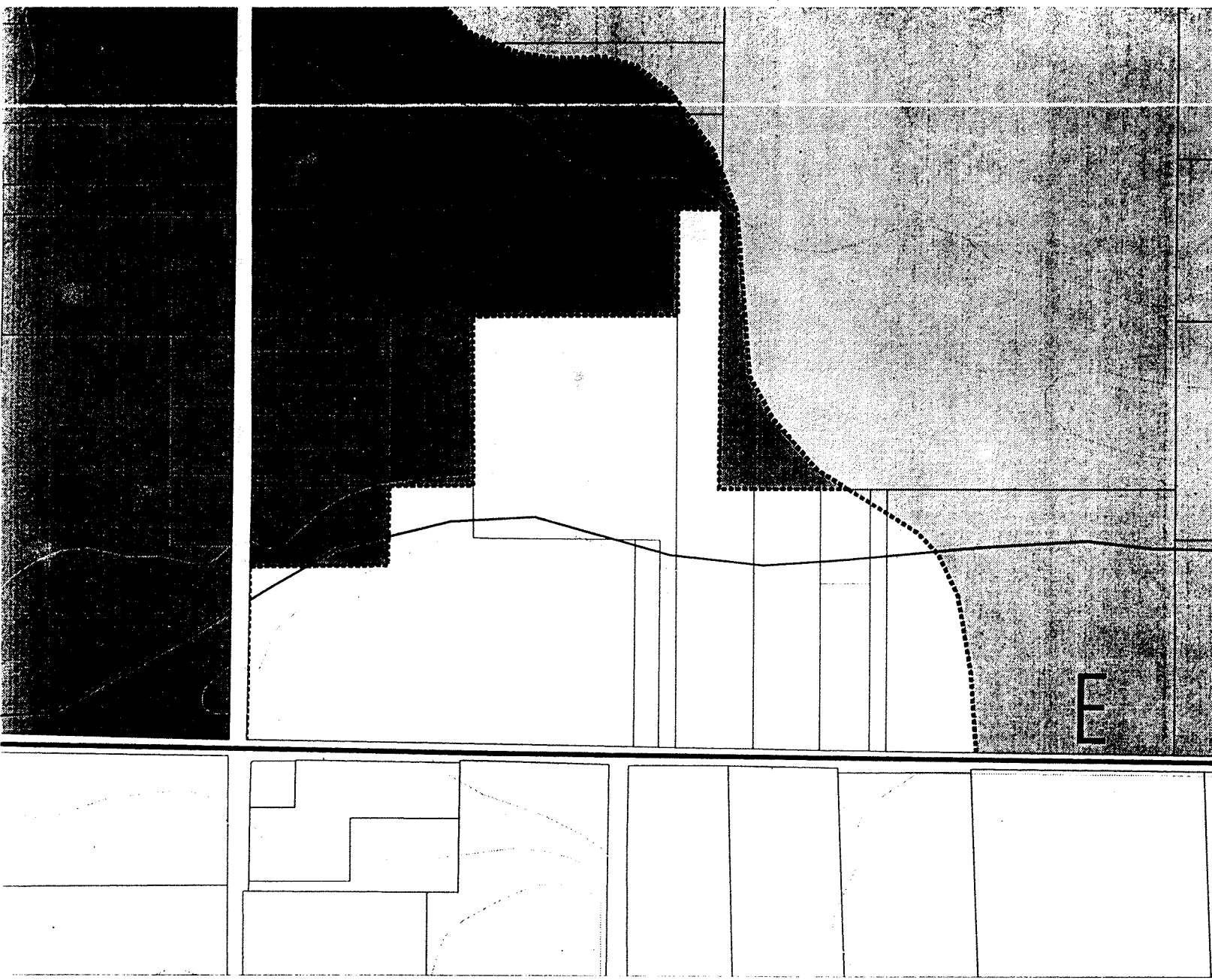
Acres	EFU Acres
45.69	17.210



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Urban Reserve Study Areas

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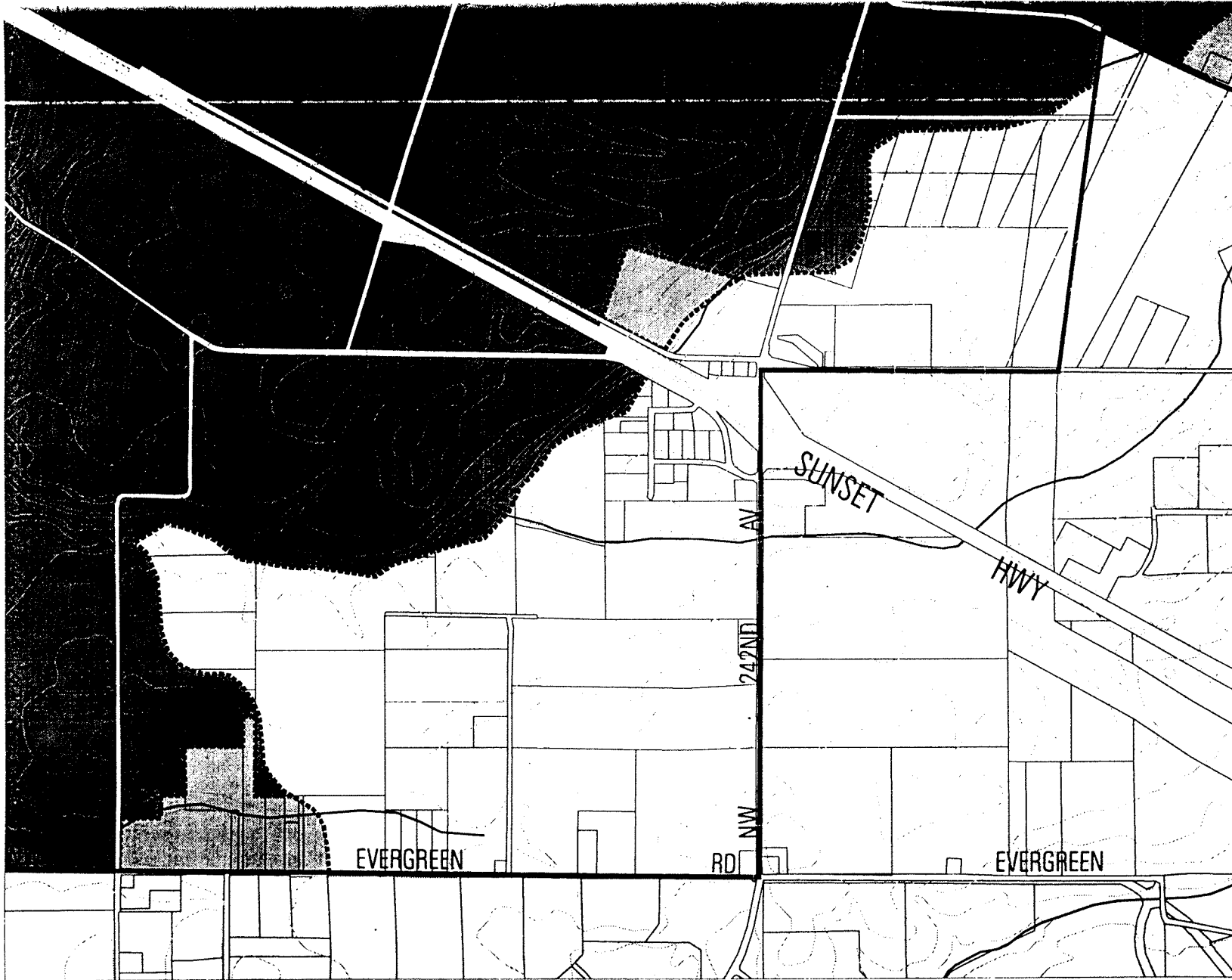
-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #62

Acres	EFU Acres
692.20	589.624









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-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #63

Acres	EFU Acres
18.56	18.577

Dave (standing) yes.









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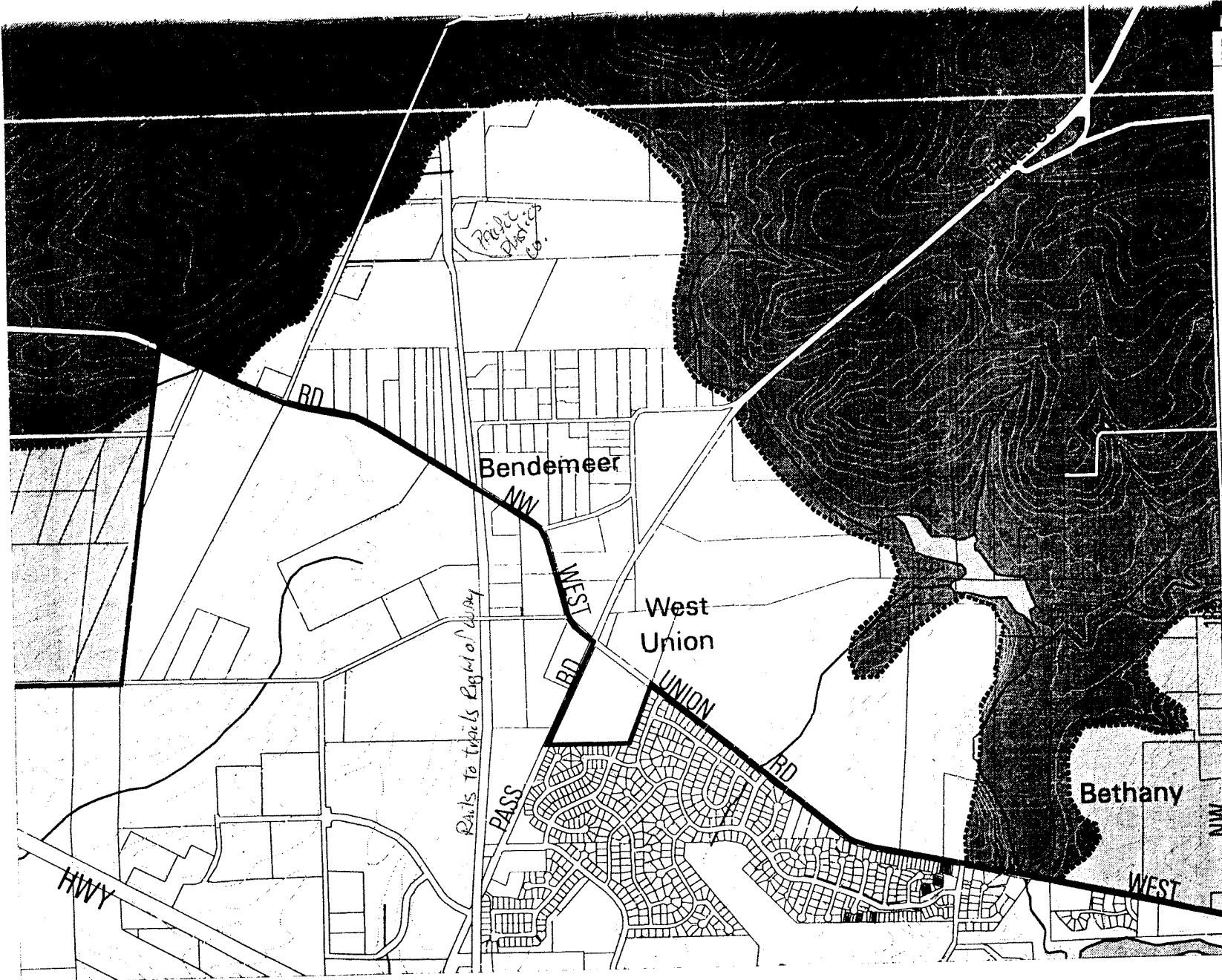
-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #64

Acres EFU Acres
615.91 400.000









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Urban Reserve Study Areas

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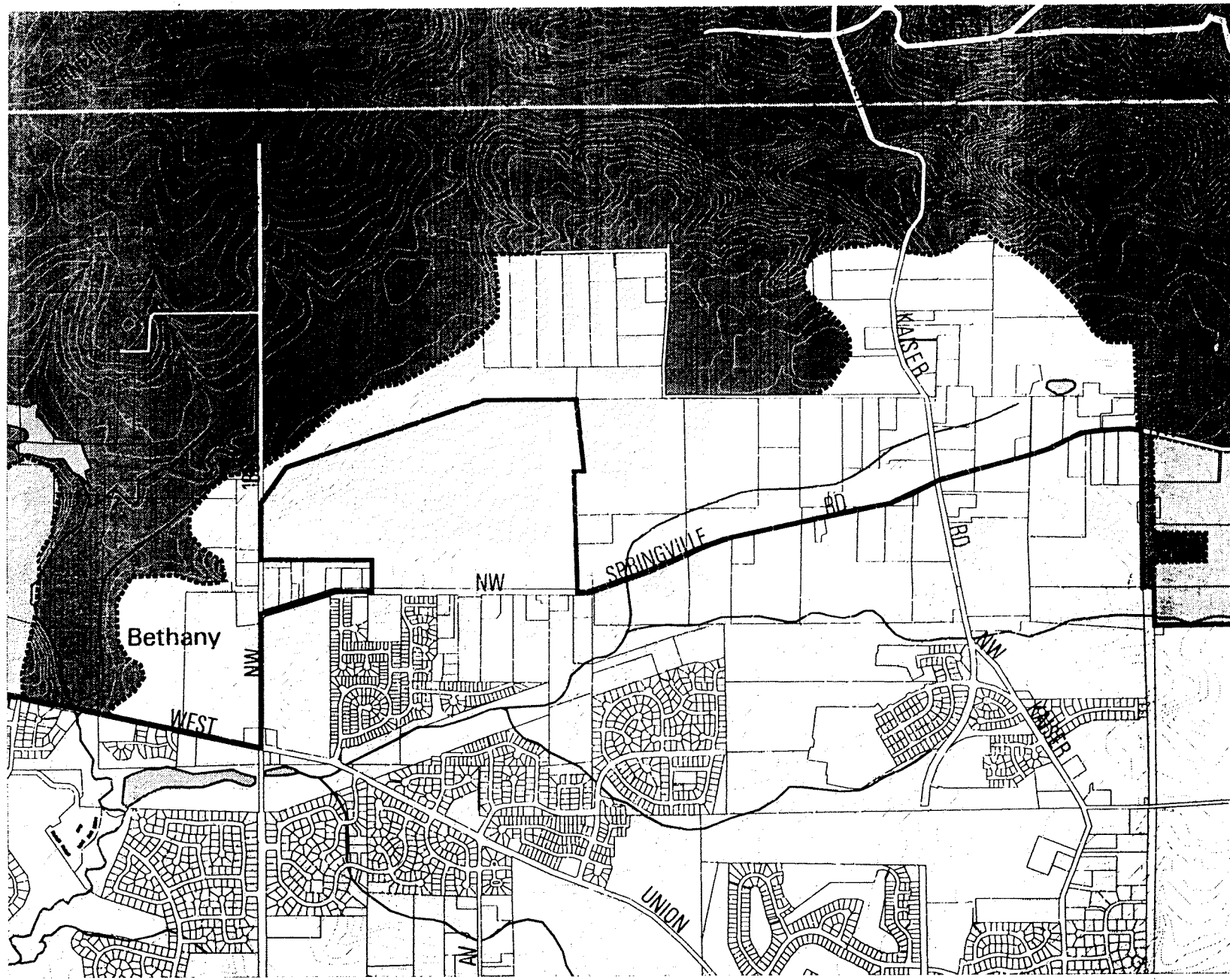
-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #65

Acres	EFU Acres
540.67	285.492









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Regional Land
Information System

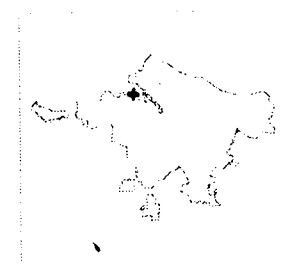
Urban Reserve Study Areas

Adopted By
Metro Council 2-8-96

-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #66

Acres	EFU Acres
62.01	61.572









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Urban Reserve Study Areas

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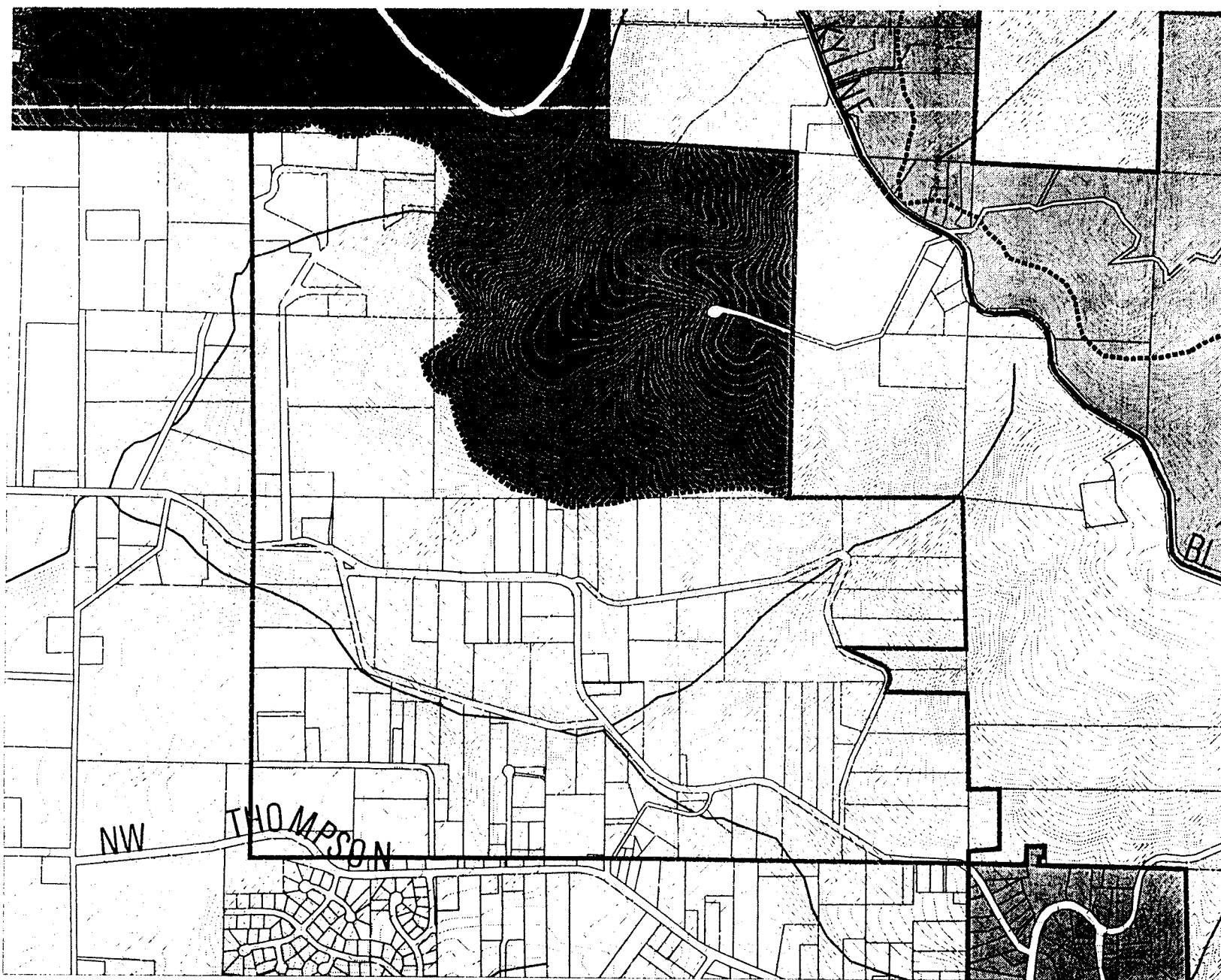
-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #67

Acres	EFU Acres
406.10	47.344









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Urban Reserve Study Areas

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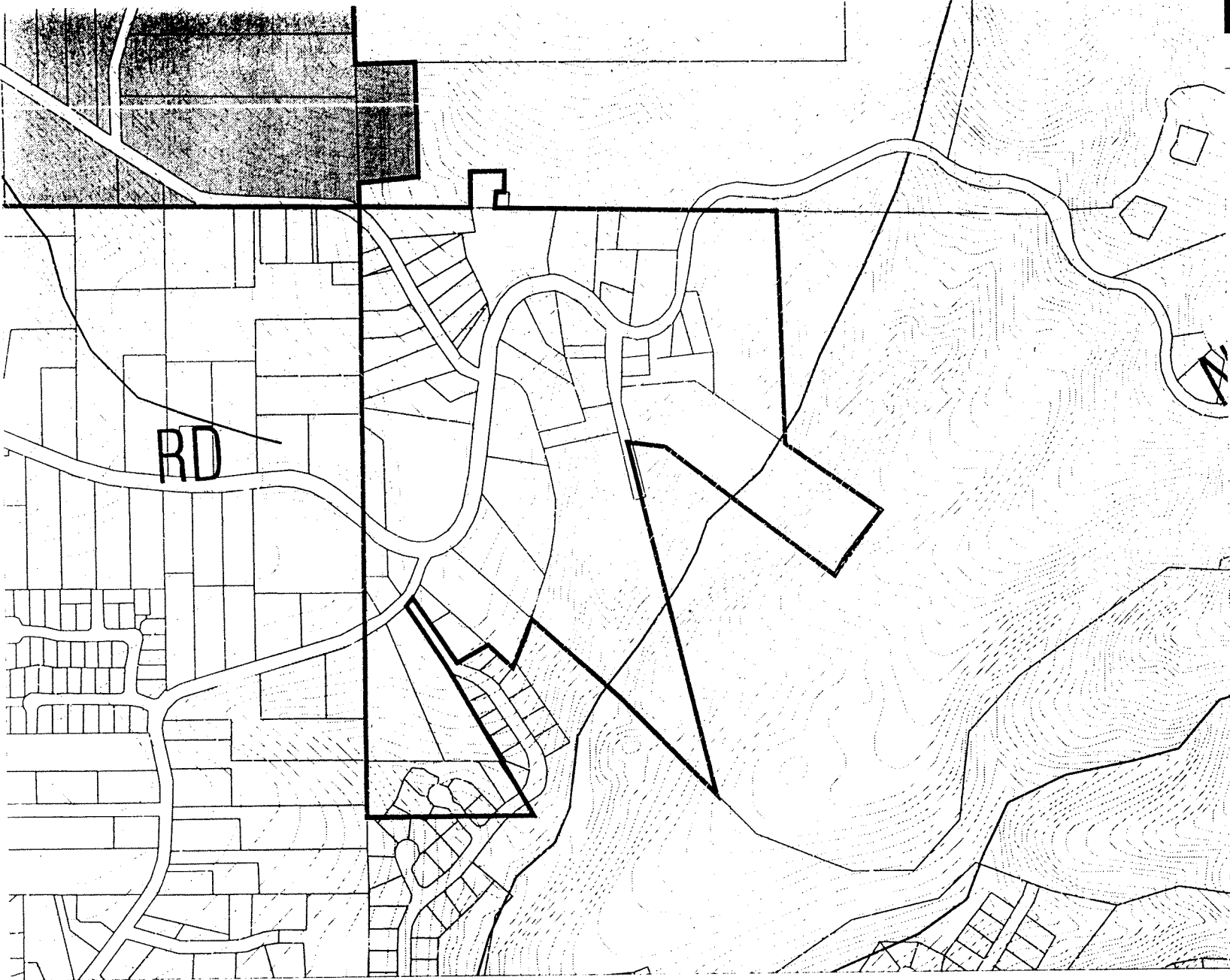
-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #68

Acres	EFU Acres
6748	0.000









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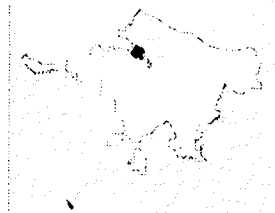
Urban Reserve Study Areas

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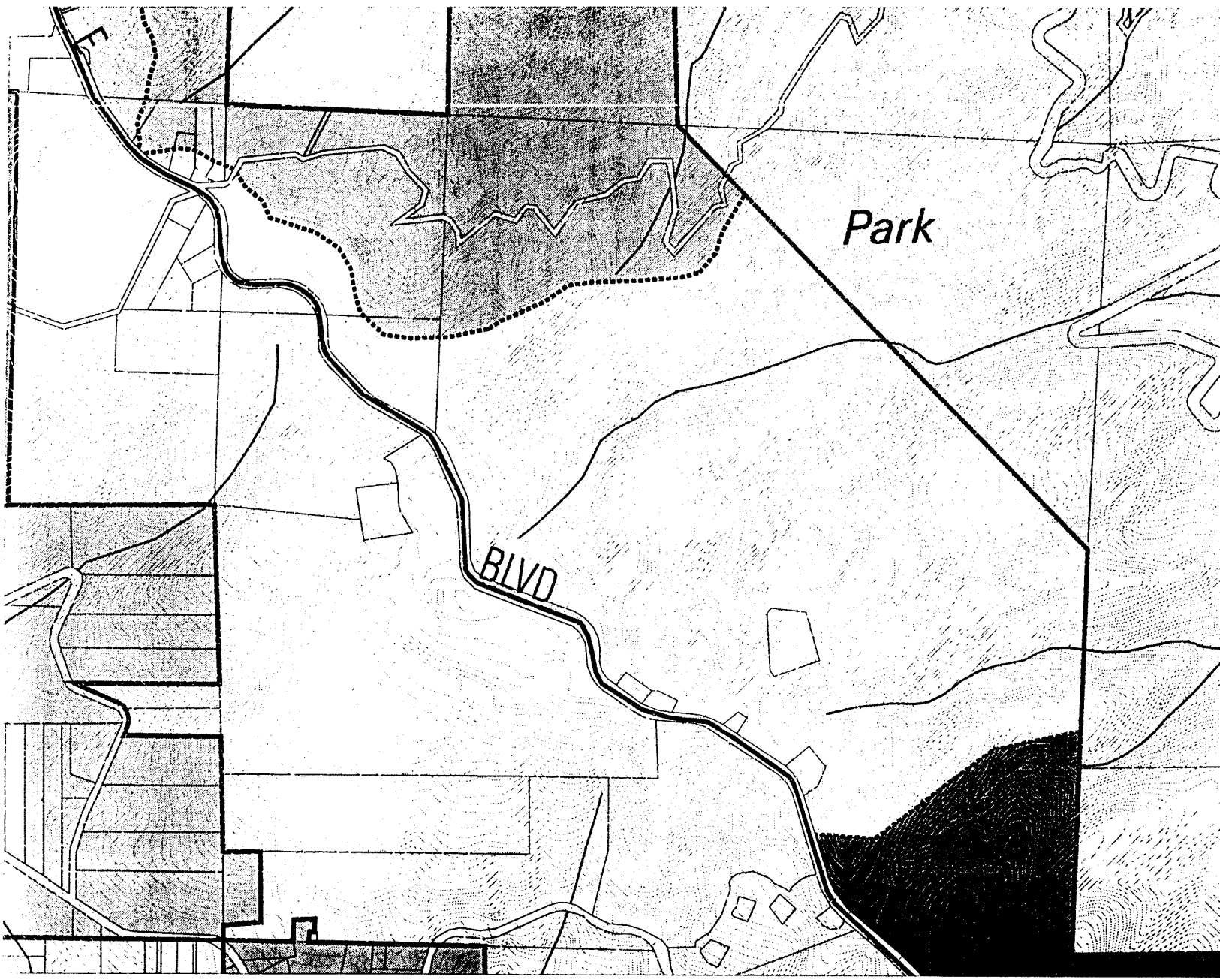
-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #69

Acres	EFU Acres
234.52	229.015









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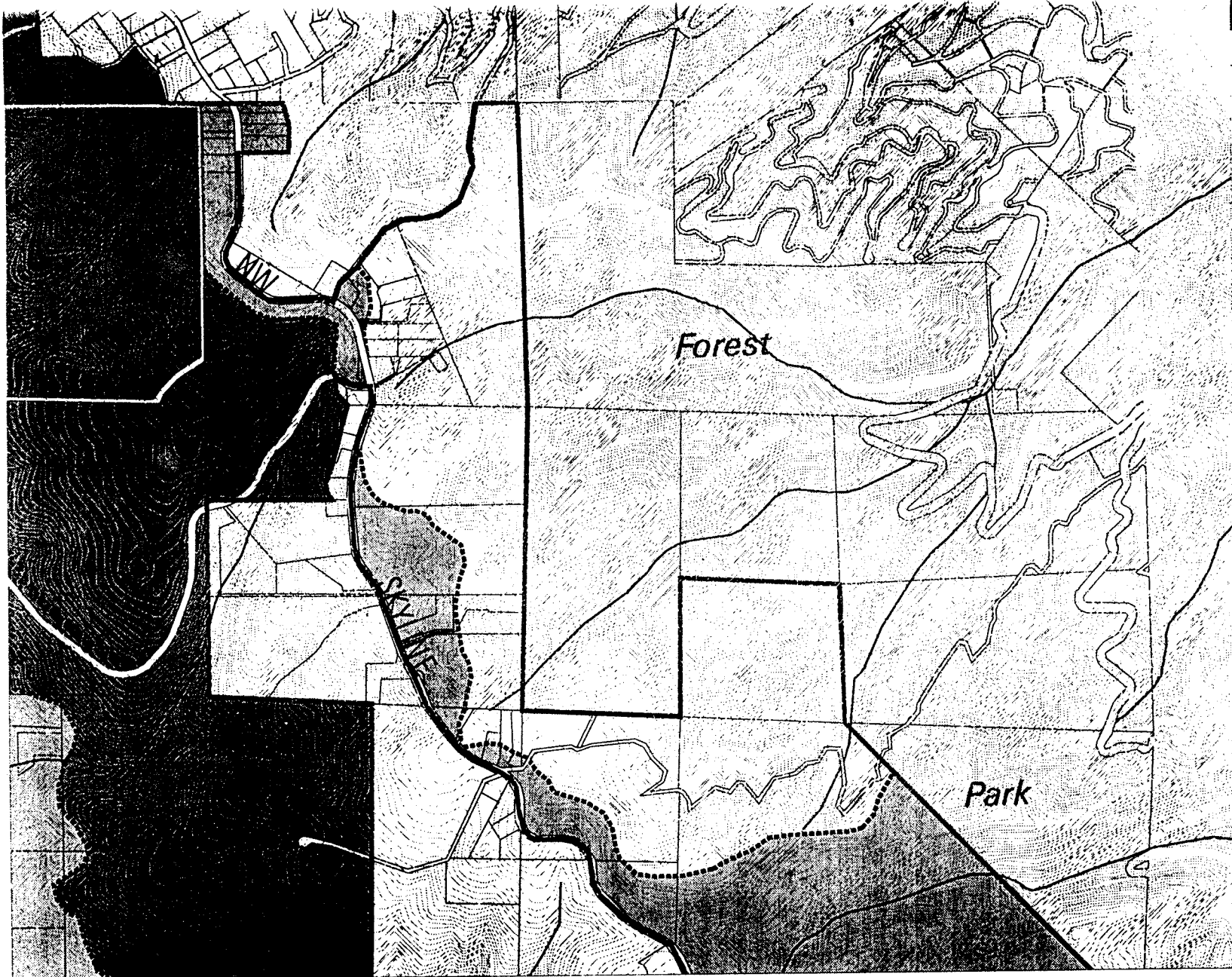
-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #70

Acres	EFU Acres
222.85	218.515









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Urban Reserve Study Areas

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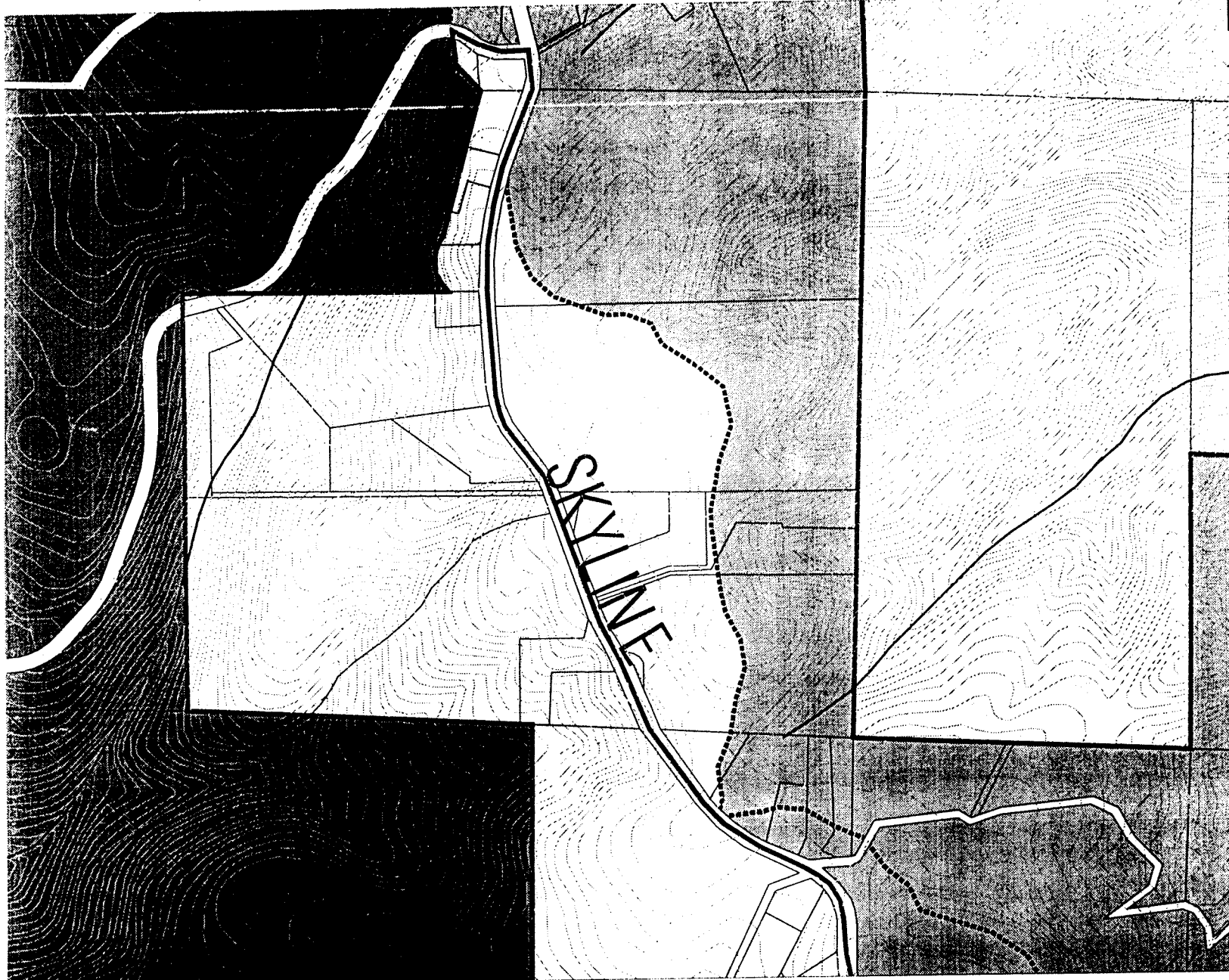
-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #71

Acres	EFU Acres
27.50	26.157









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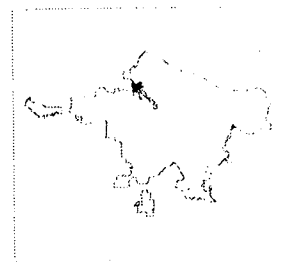
Urban Reserve Study Areas

Adopted By
Metro Council 2-8-96

-  This Map's URSA
-  UGB
-  Other URSA's
-  Outside UGB and URSA's
-  Specific Study Area
-  Urban Growth Boundary

MAP #72

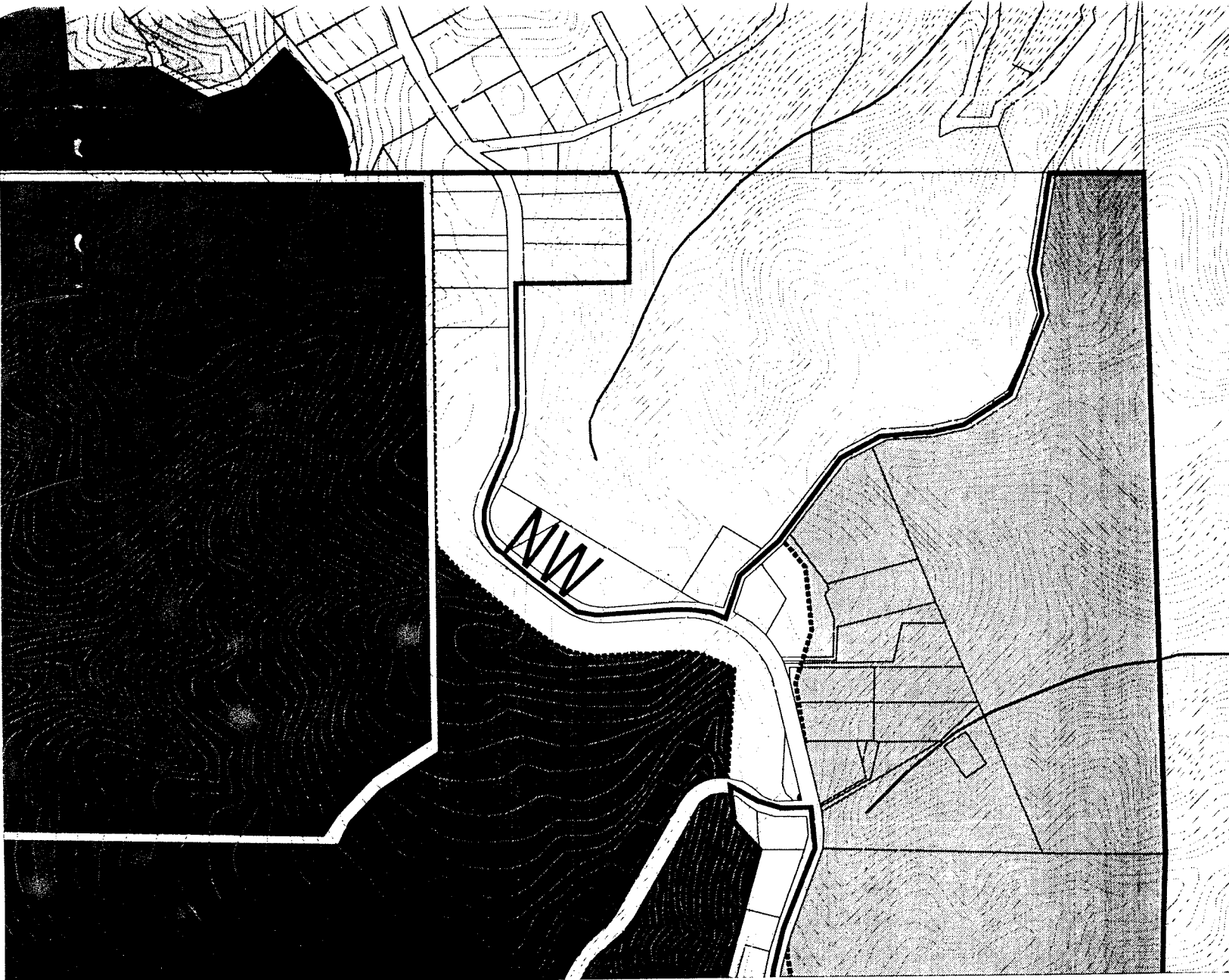
Acres	EFU Acres
23.34	20.255

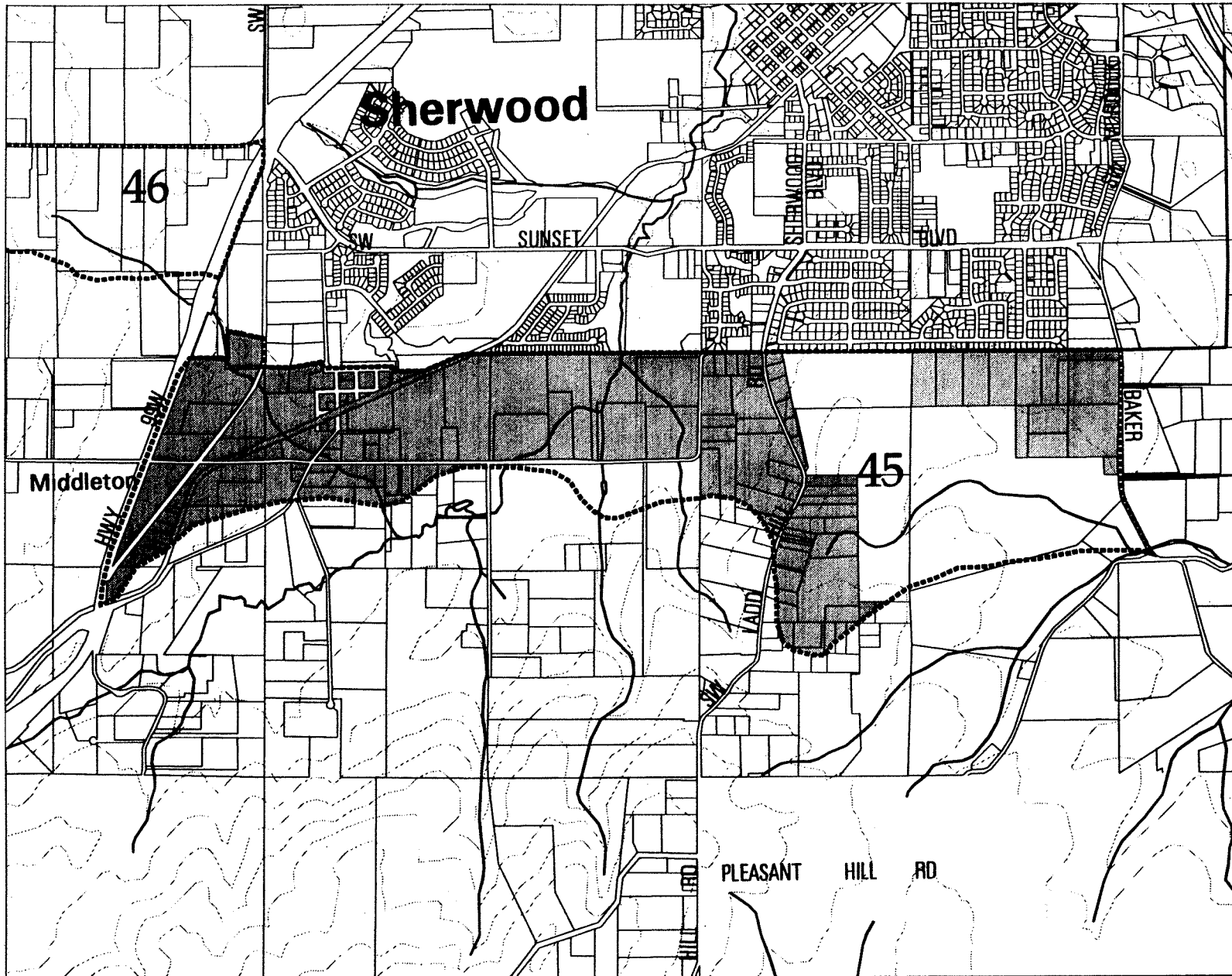


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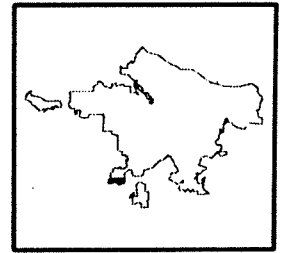


Urban Reserves

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Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #45







600 NE Grand Ave
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(503) 797-2902



111296-07
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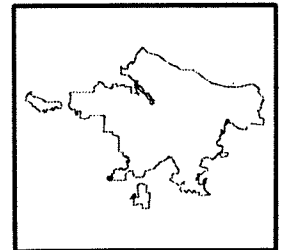
Urban Reserves

Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #46

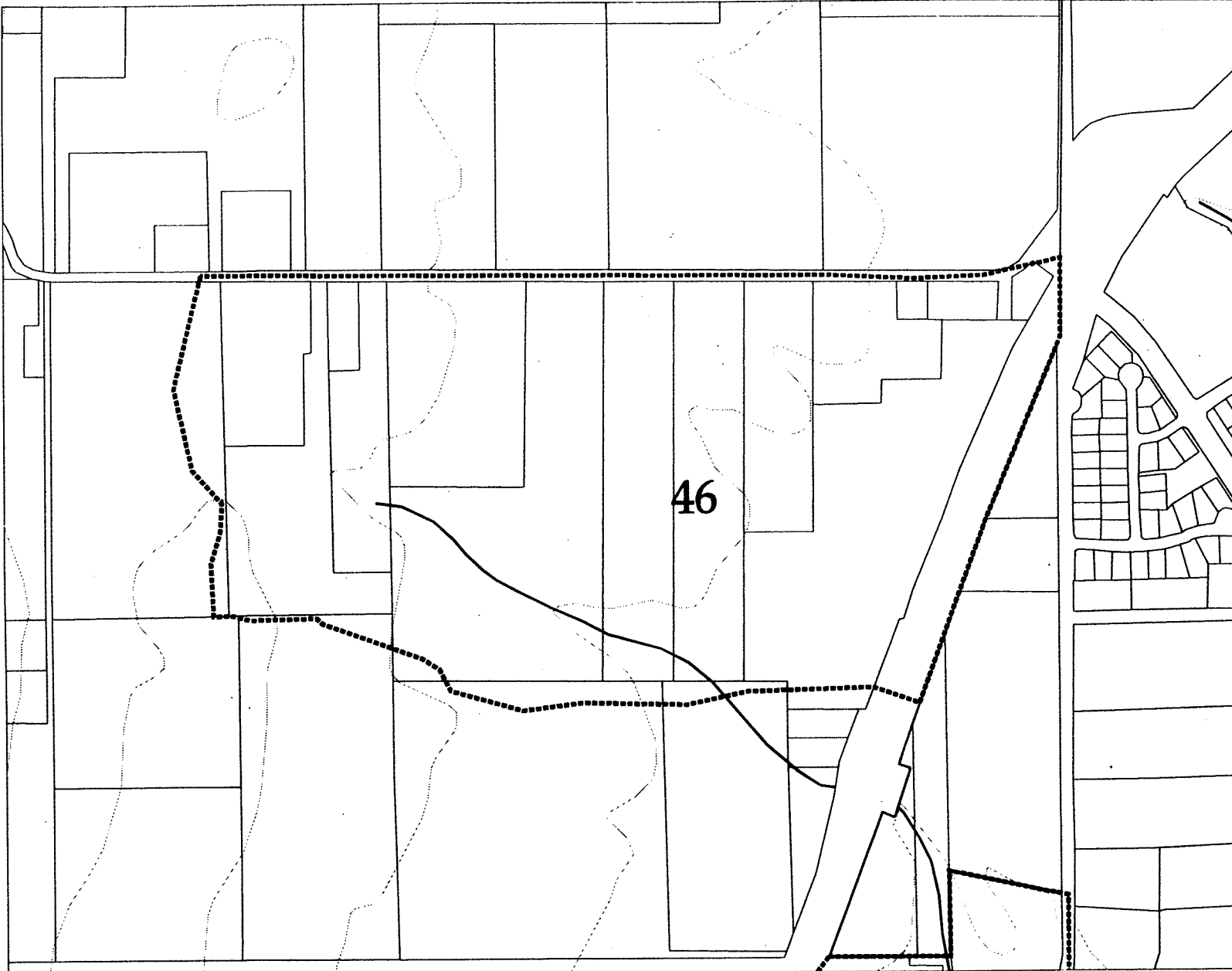
NONE INCLUDED



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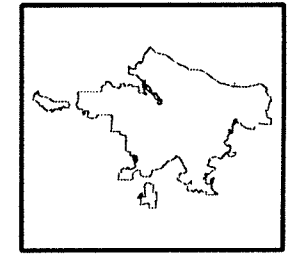


Urban Reserves

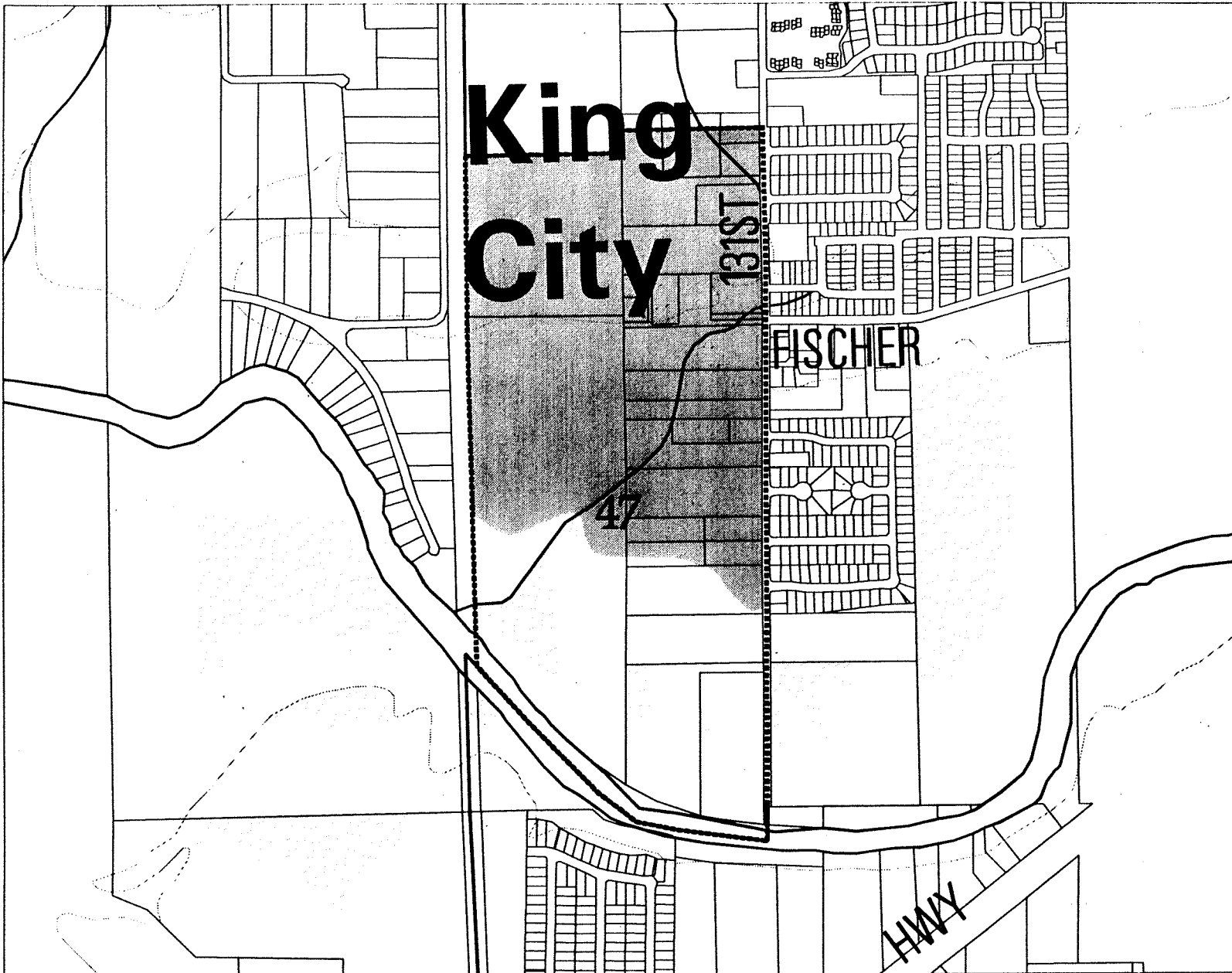
Designated By
Metro Council Vote 12-12-96

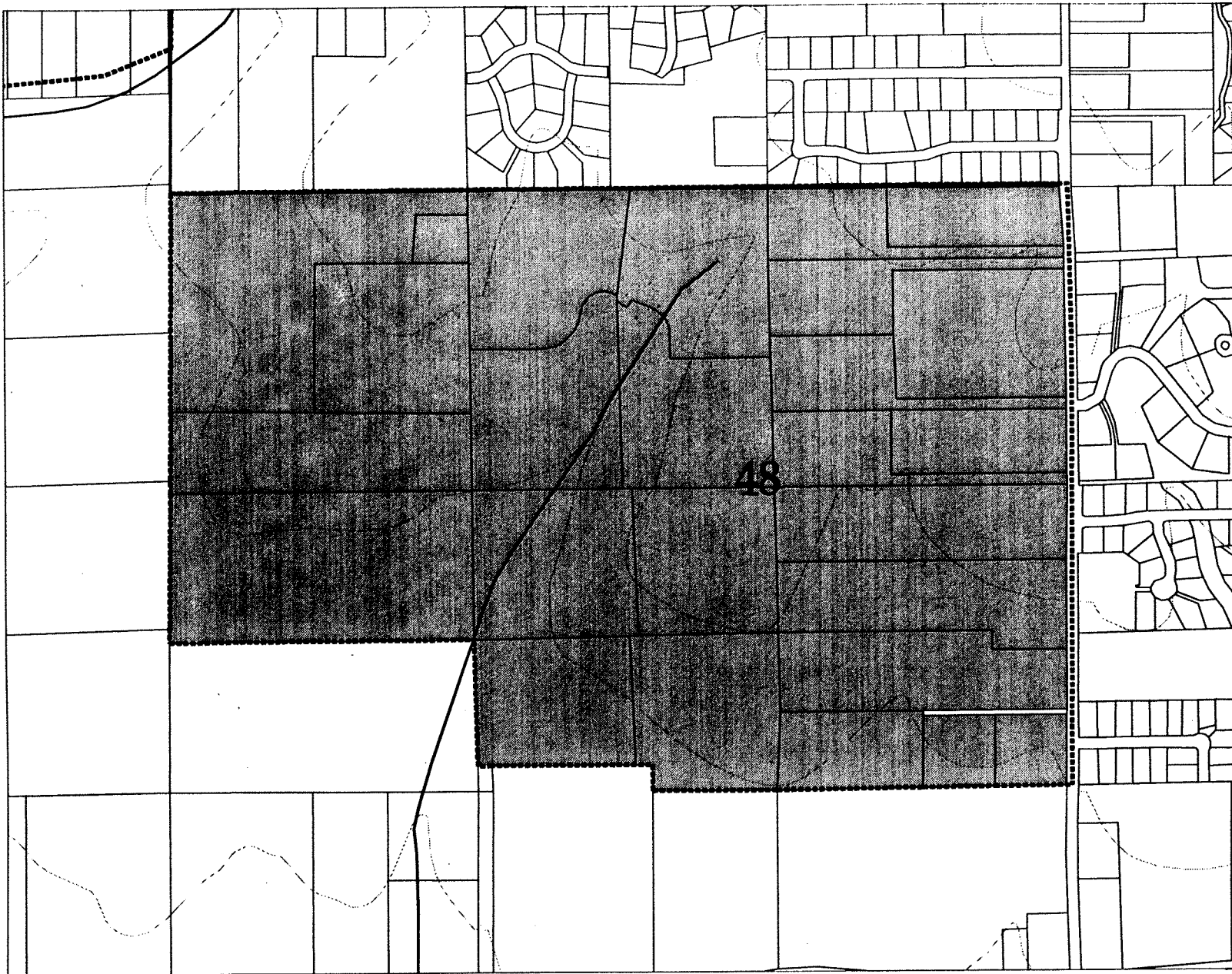
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #47







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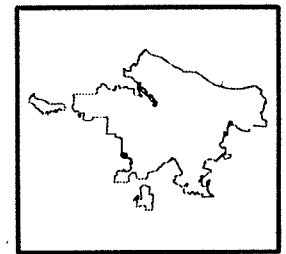


Urban Reserves

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Metro Council Vote 12-12-96

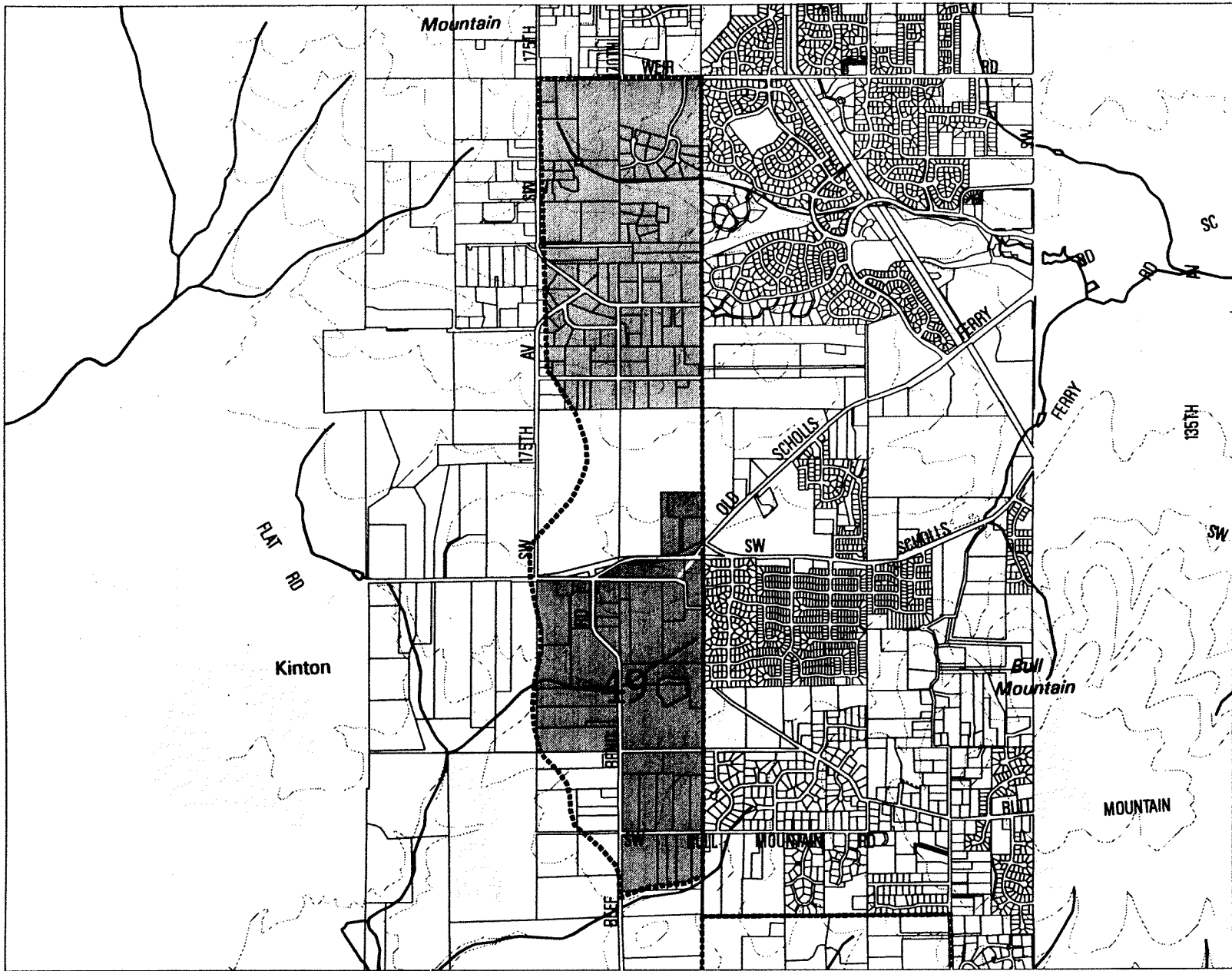
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #48







600 NE Grand Ave
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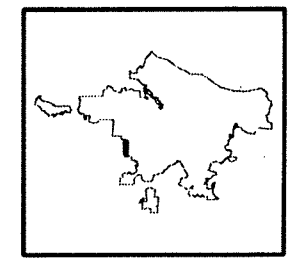


Urban Reserves

Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #49







600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1712

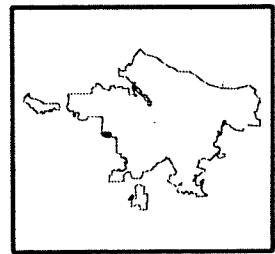


Urban Reserves

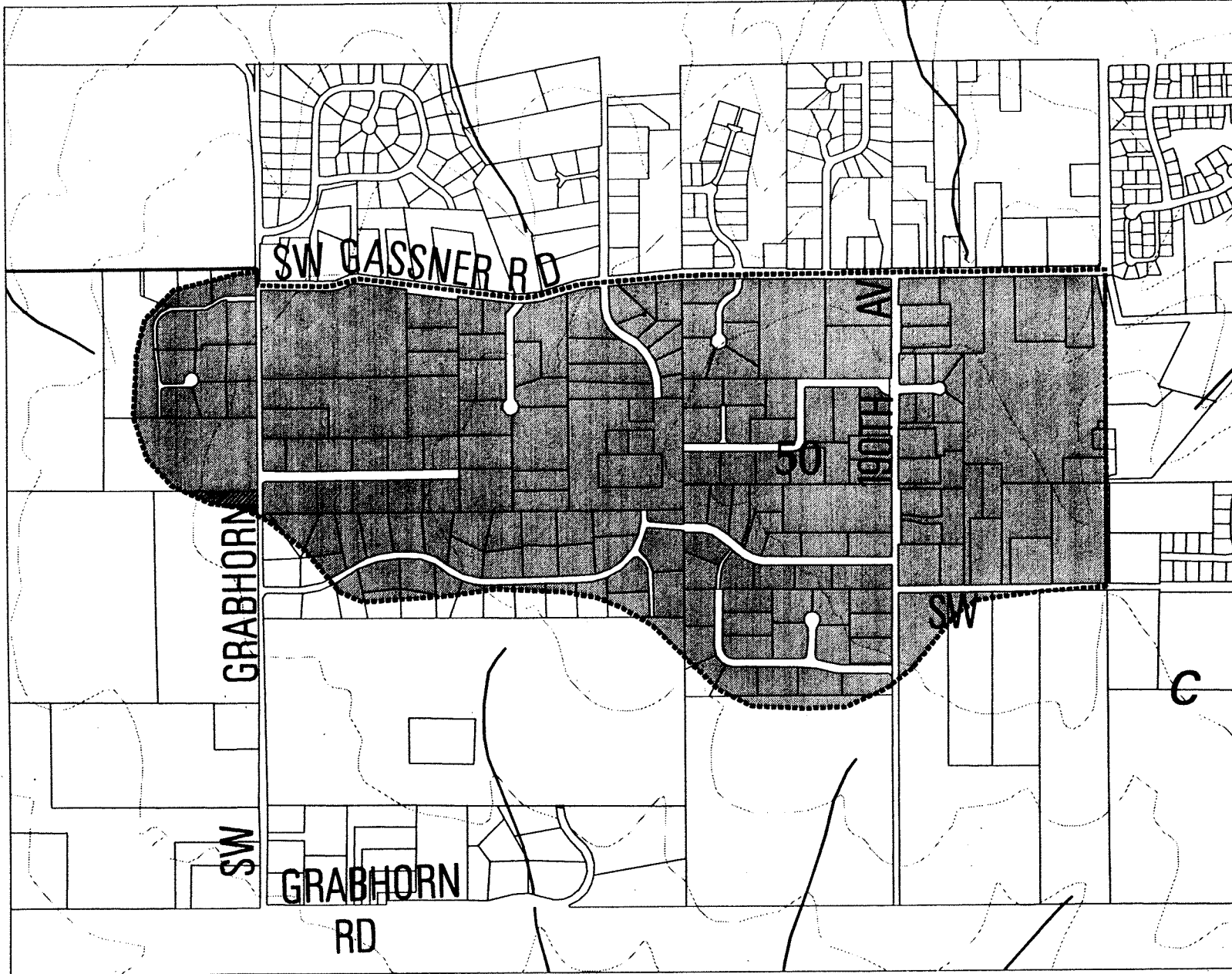
Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #50







600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-5942

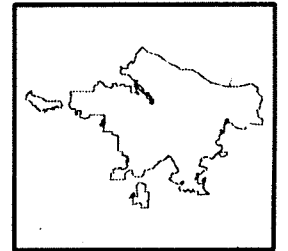


Urban Reserves

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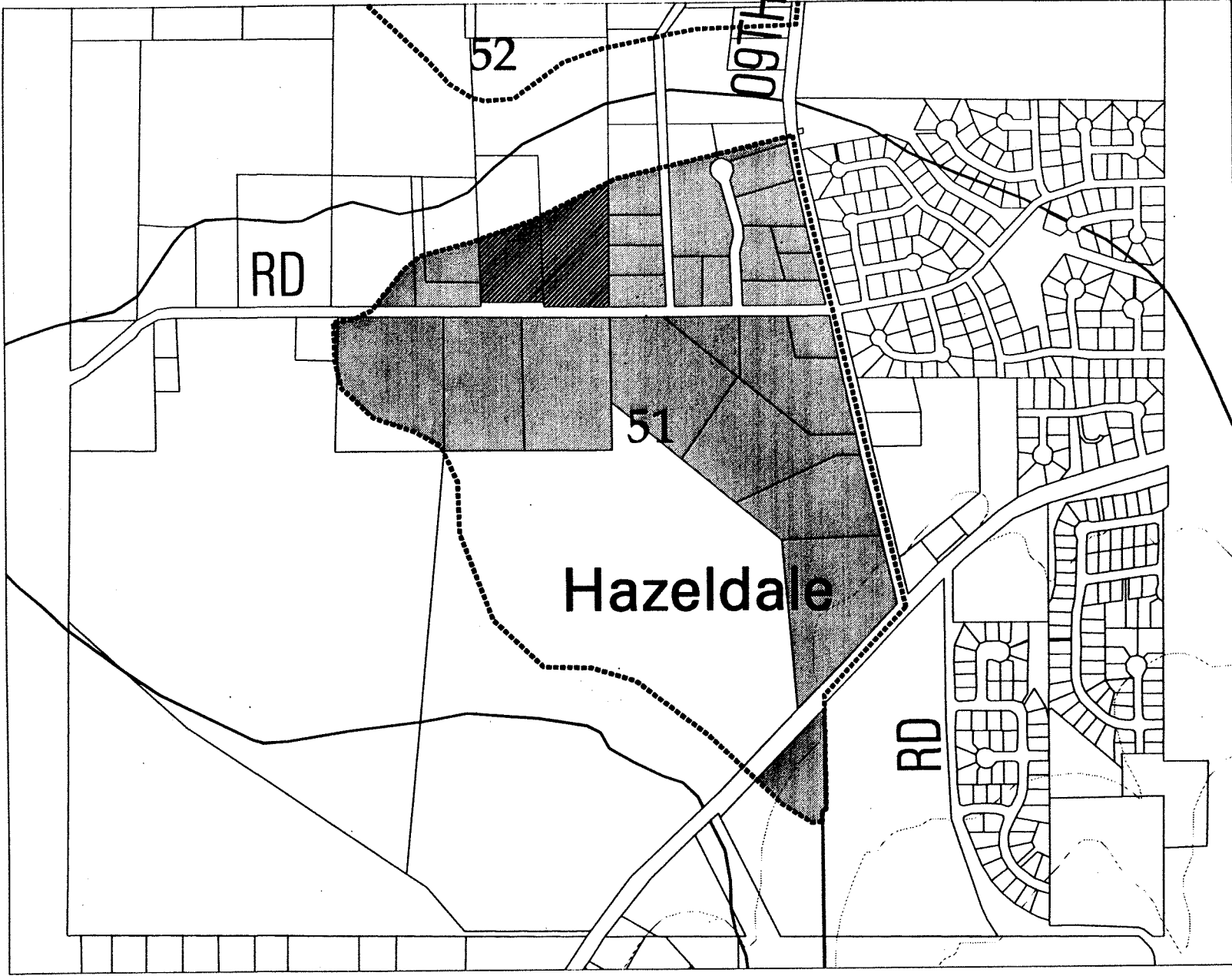
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #52



600 NE Grand Ave
Portland, OR 97232-2736
(503) 799-1762









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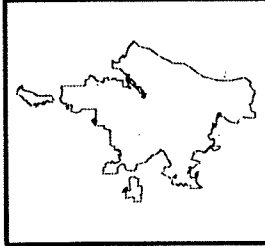
Regional Land Information System

Urban Reserves


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Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #51







600 NE Grand Ave
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(503) 797-1282



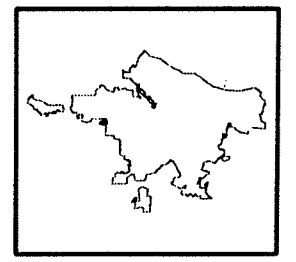
METRO

Urban Reserves

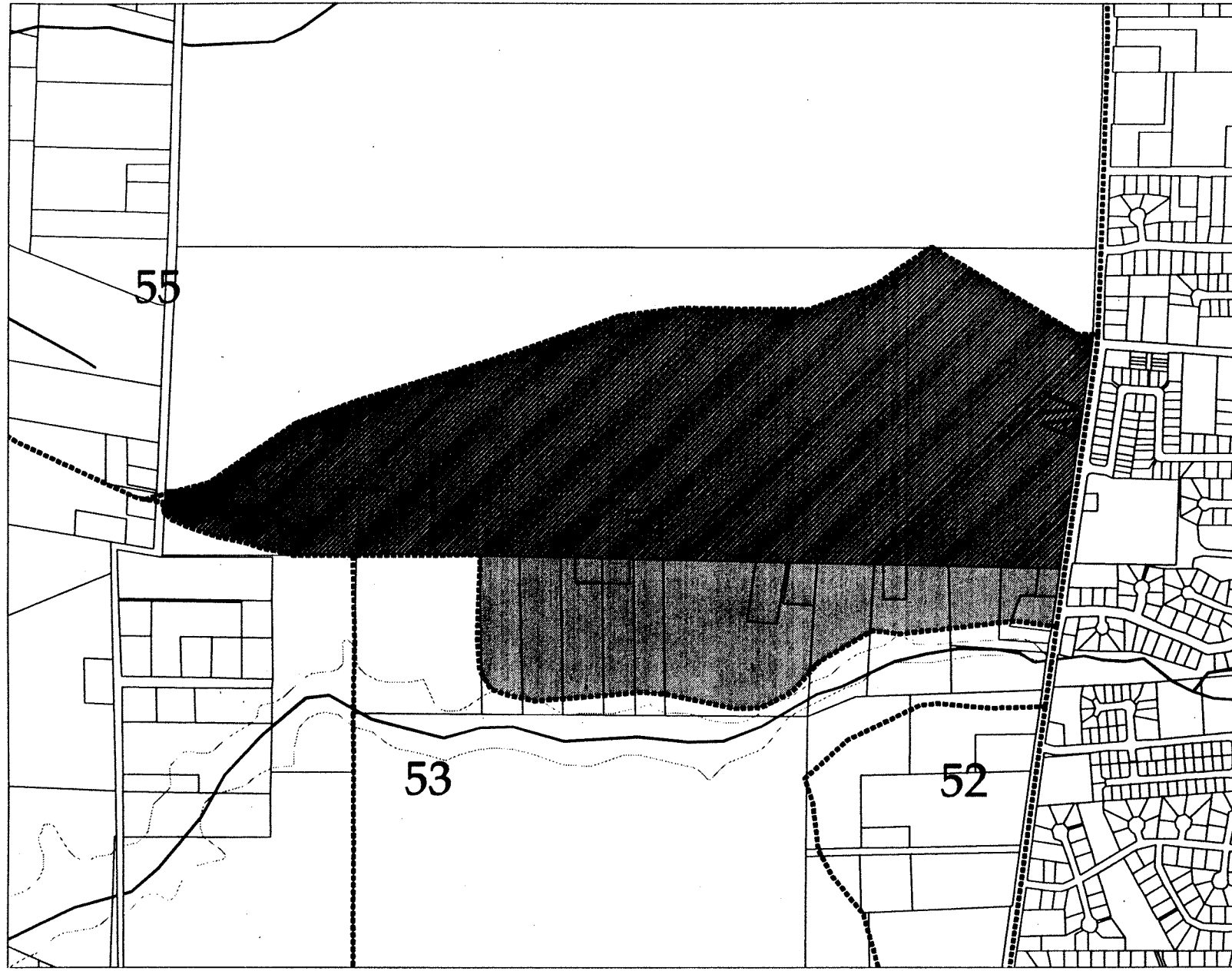
Designated By
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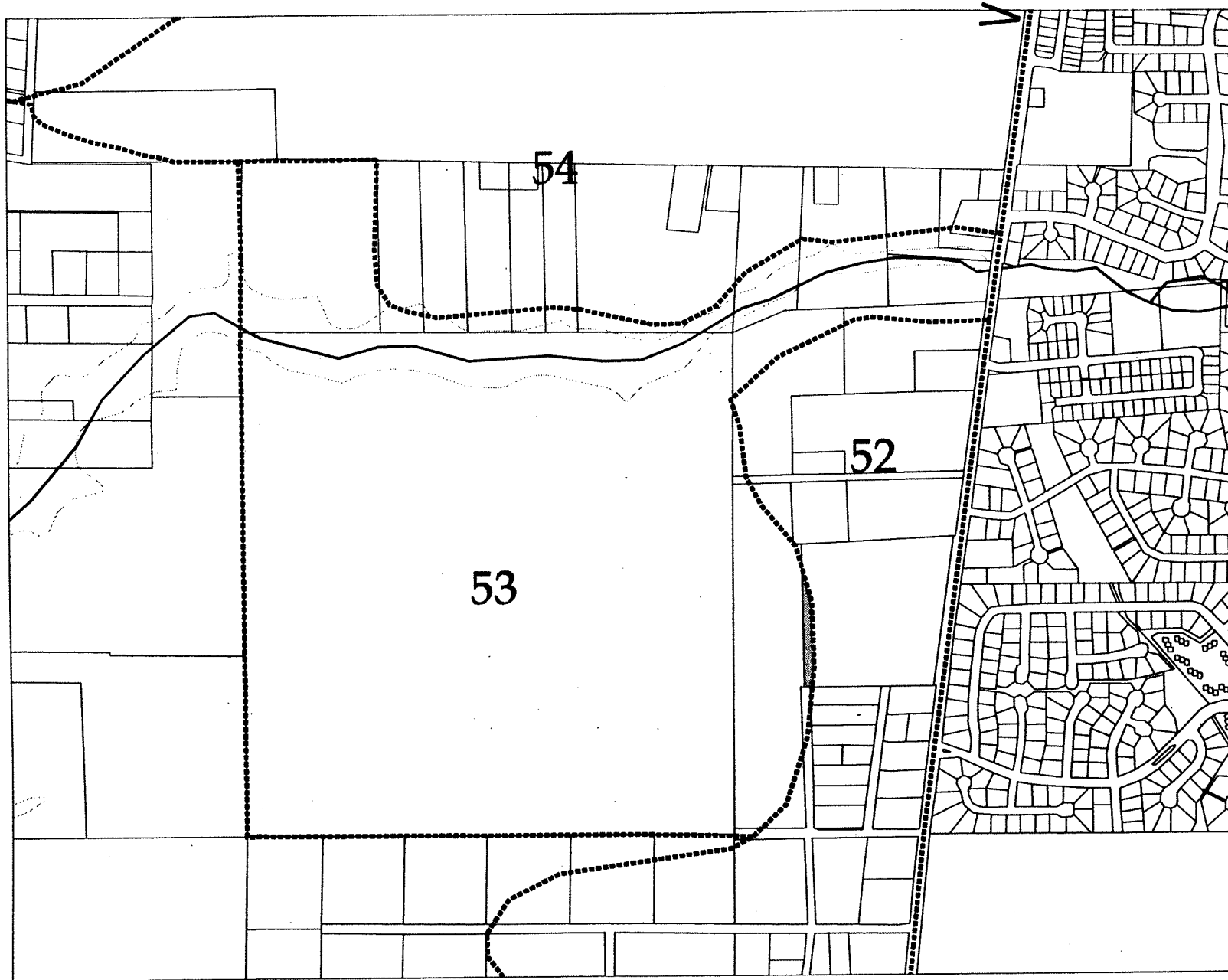
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #54



600 NE Grand Ave
Portland, OR 97232-5756
(503) 797-1962





R L I S

Regional Land Information System

Urban Reserves

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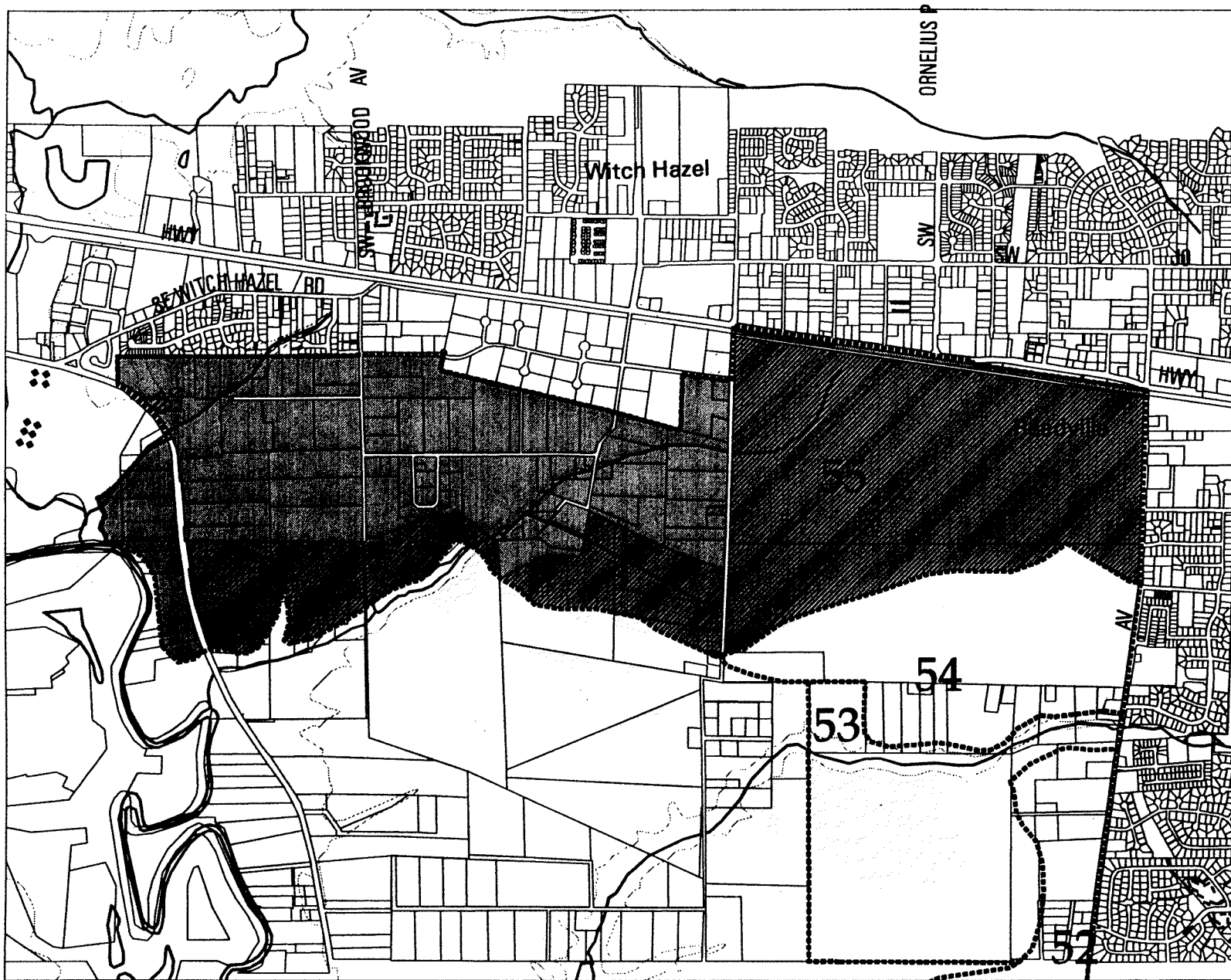
- Land in Reserves
- EFU Land in Reserves
- Original Study Area Boundary
- Urban Growth Boundary

MAP #53

NONE INCLUDED

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(503) 797-3702

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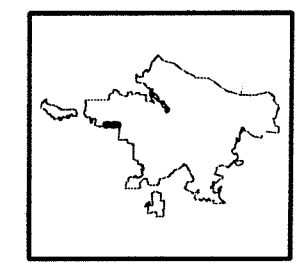


Urban Reserves

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Metro Council Vote 12-12-96

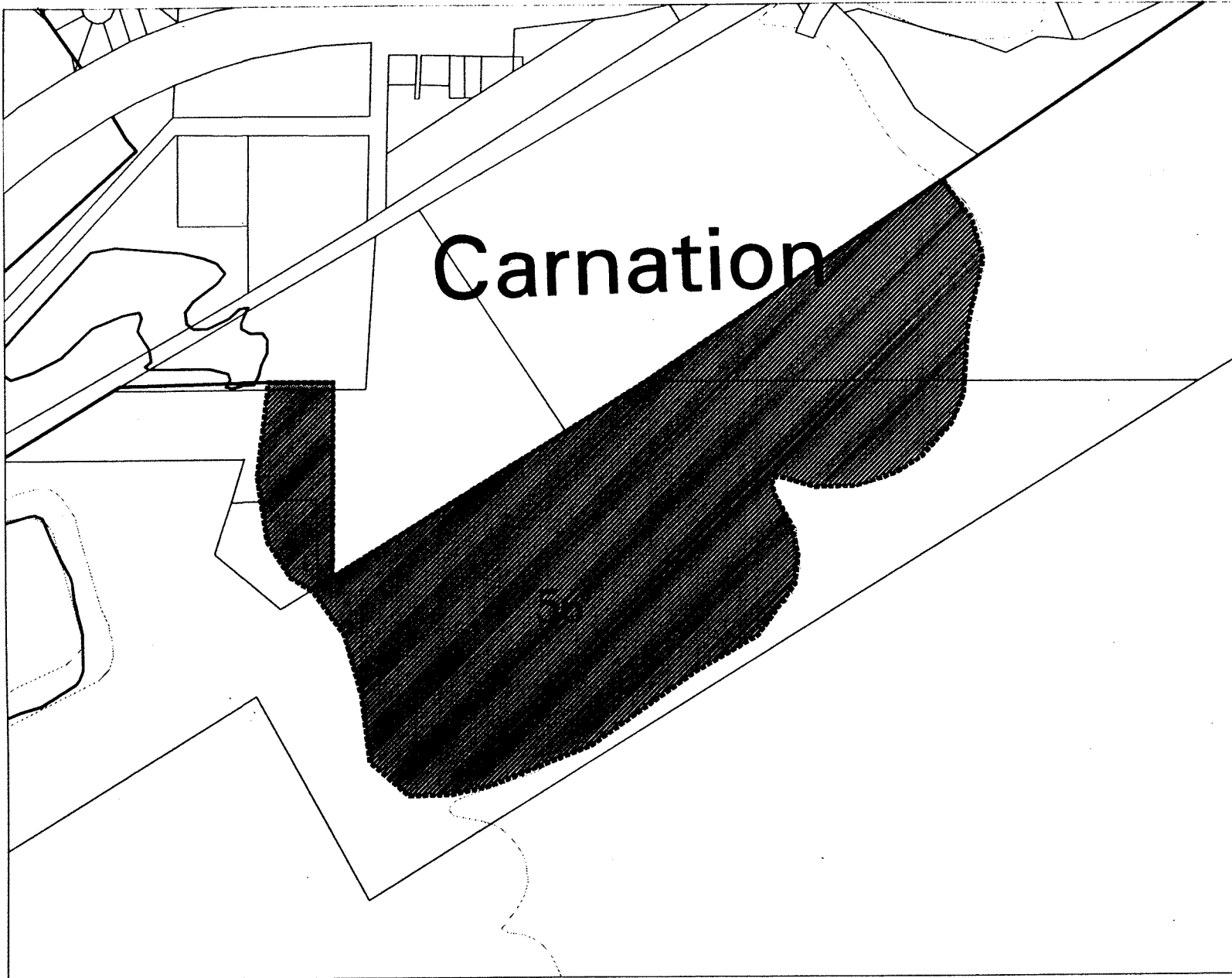
- Land in Reserves
- EFU Land in Reserves
- Original Study Area Boundary
- Urban Growth Boundary

MAP #55



600 NE Grand Ave
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R L I S

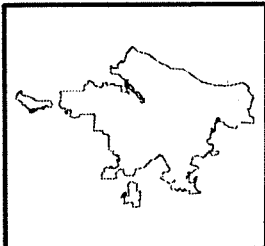
Regional Land Information System

Urban Reserves


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Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #56



600 NE Grand Ave
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(503) 797-3962



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Regional Land Information System

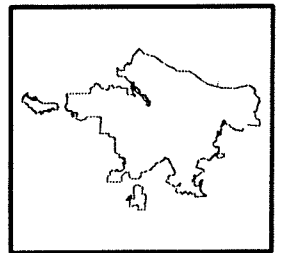
Urban Reserves

Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #57

NONE INCLUDED







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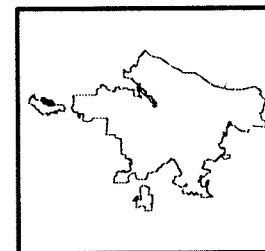
Urban Reserves

Designated By
Metro Council Vote 12-12-96

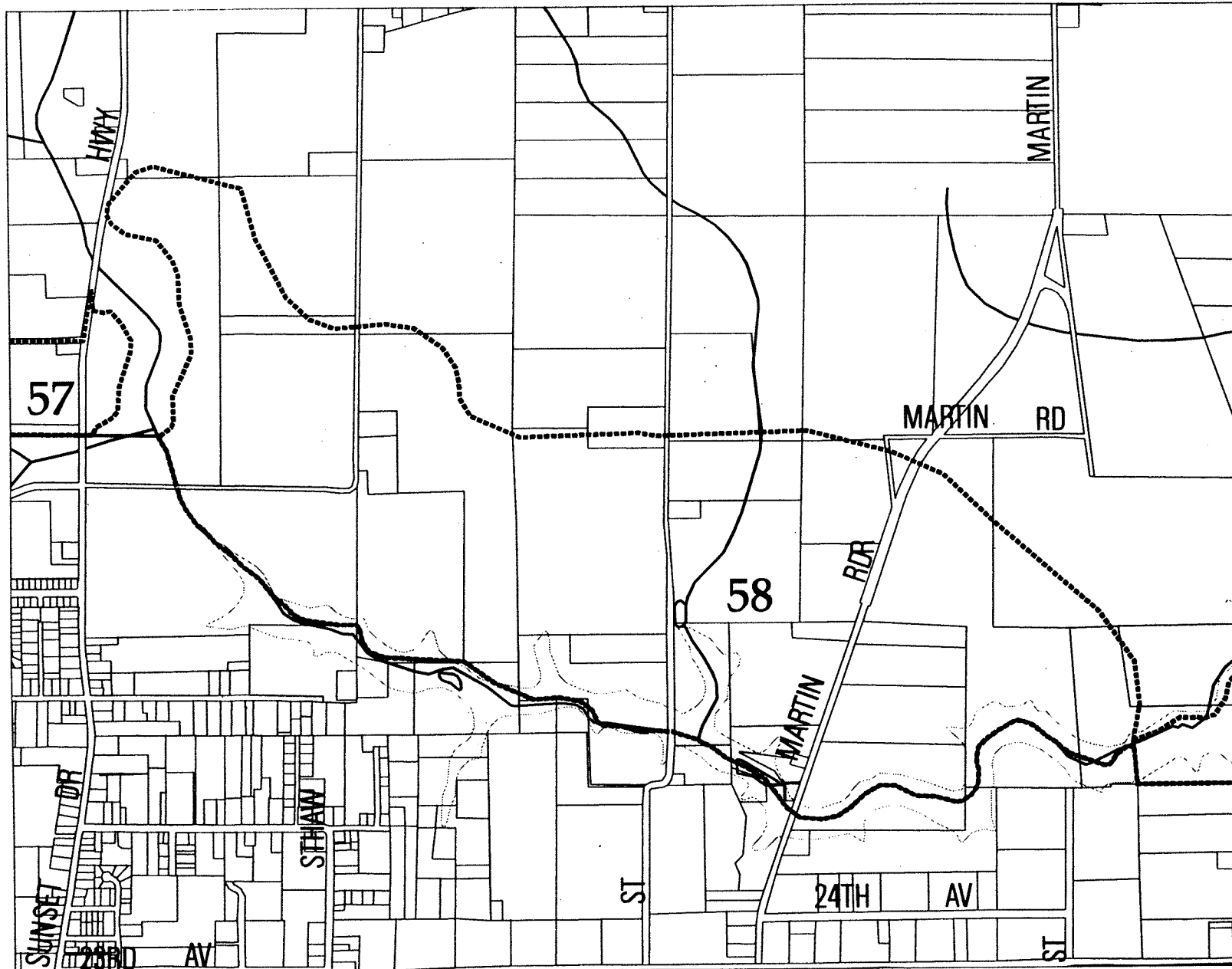
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

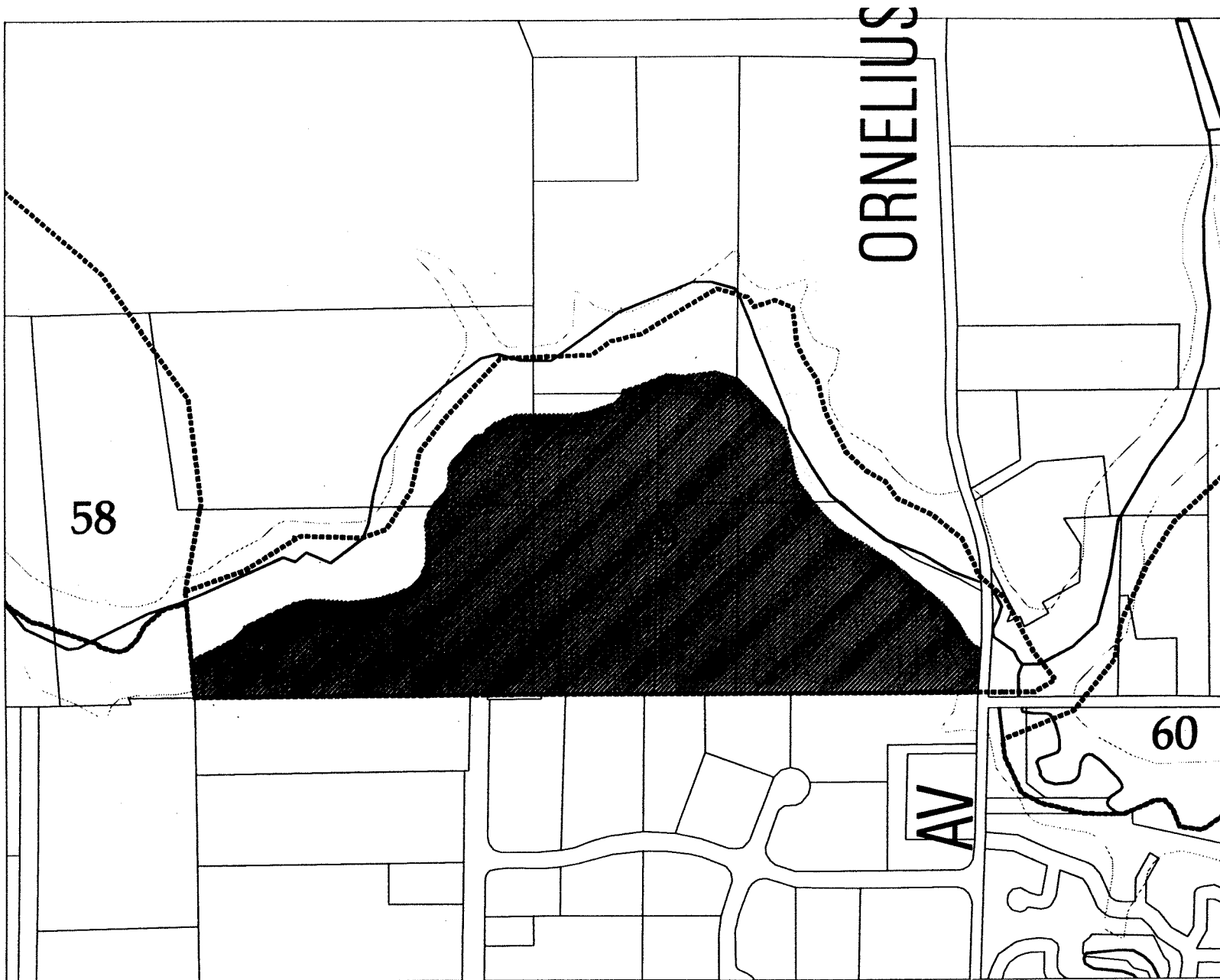
MAP #58

NONE INCLUDED







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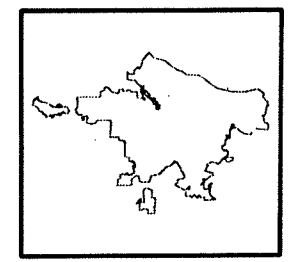


Urban Reserves

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Metro Council Vote 12-12-96

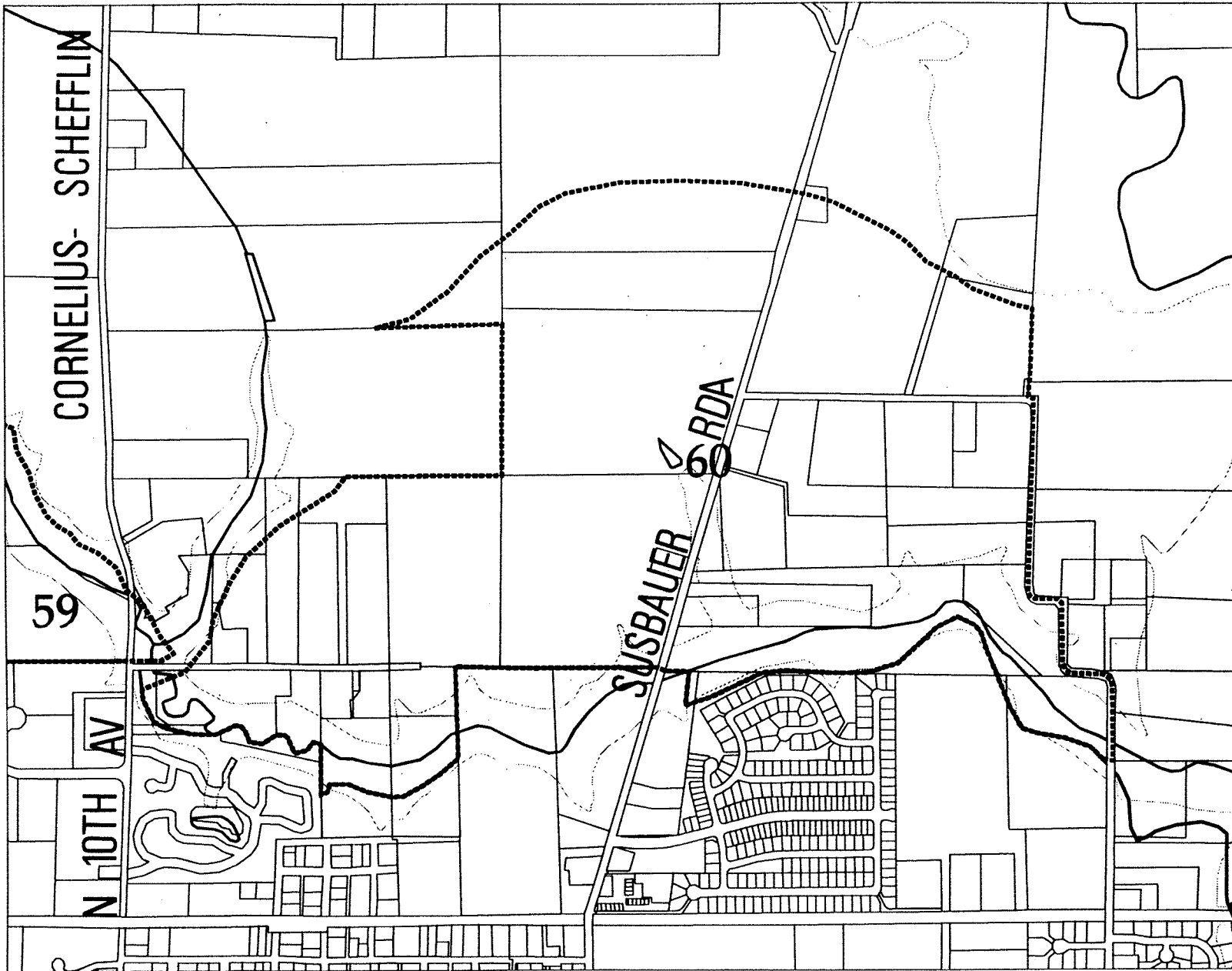
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #59



600 NE Grand Ave
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R L I S

Regional Land Information System

Urban Reserves


Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #60





NONE INCLUDED

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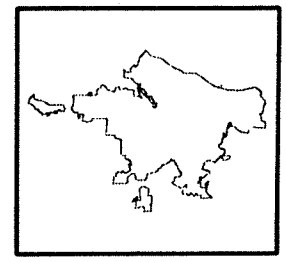


Urban Reserves

Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #61



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R L I S

Regional Land Information System

Urban Reserves

Designated By
Metro Council Vote 12-12-96

- Land in Reserves
- EFU Land in Reserves
- Original Study Area Boundary
- Urban Growth Boundary





MAP #62

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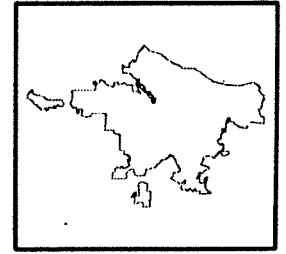
Urban Reserves

Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #63

NONE INCLUDED

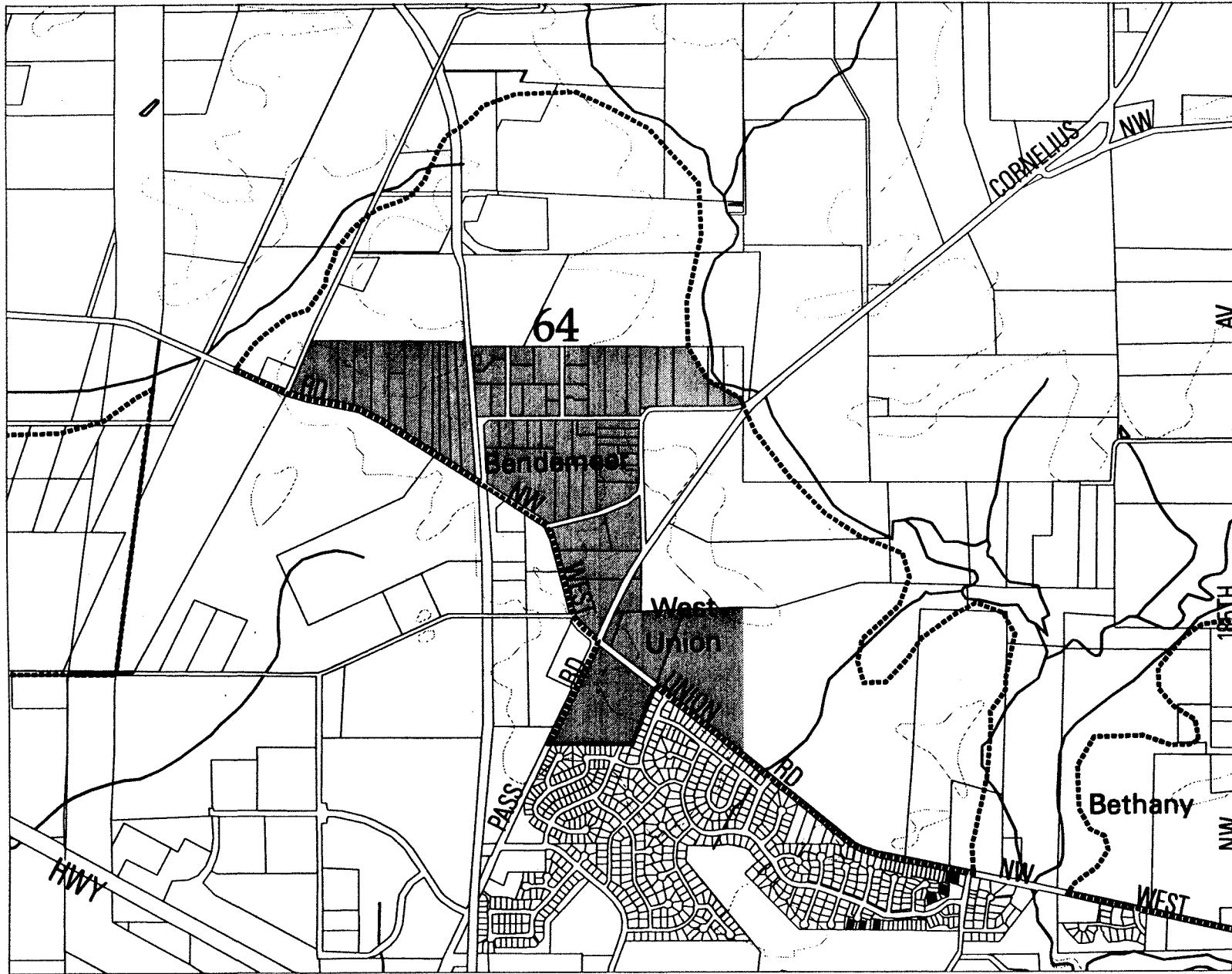


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63

62







R L I S

Regional Land Information System


Urban Reserves

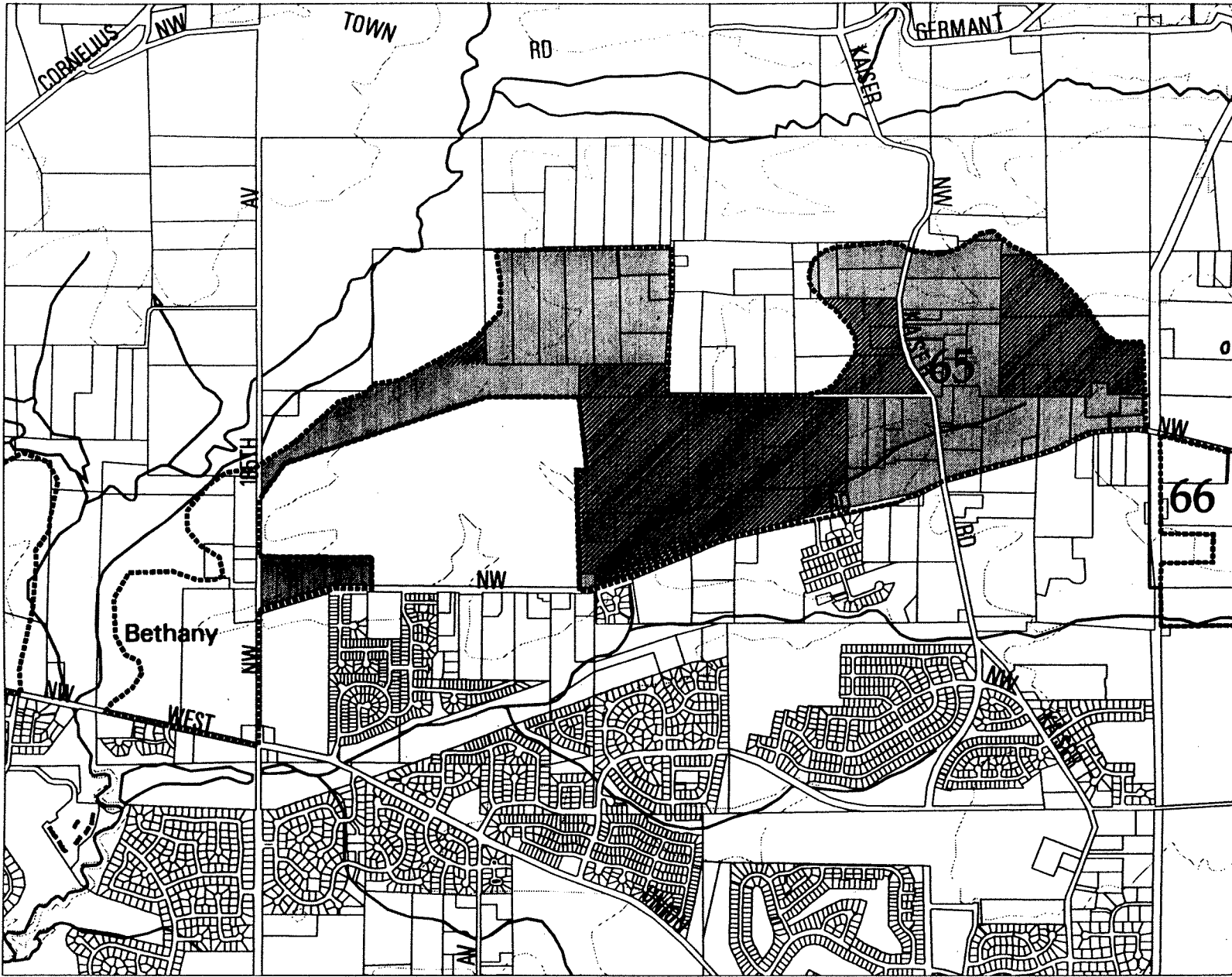
Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #64

630 NE Grand Ave
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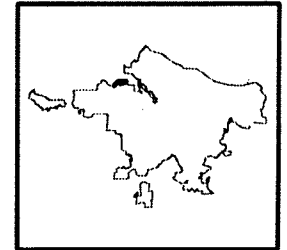
Regional Land Information System

Urban Reserves

Designated By
Metro Council Vote 12-12-96

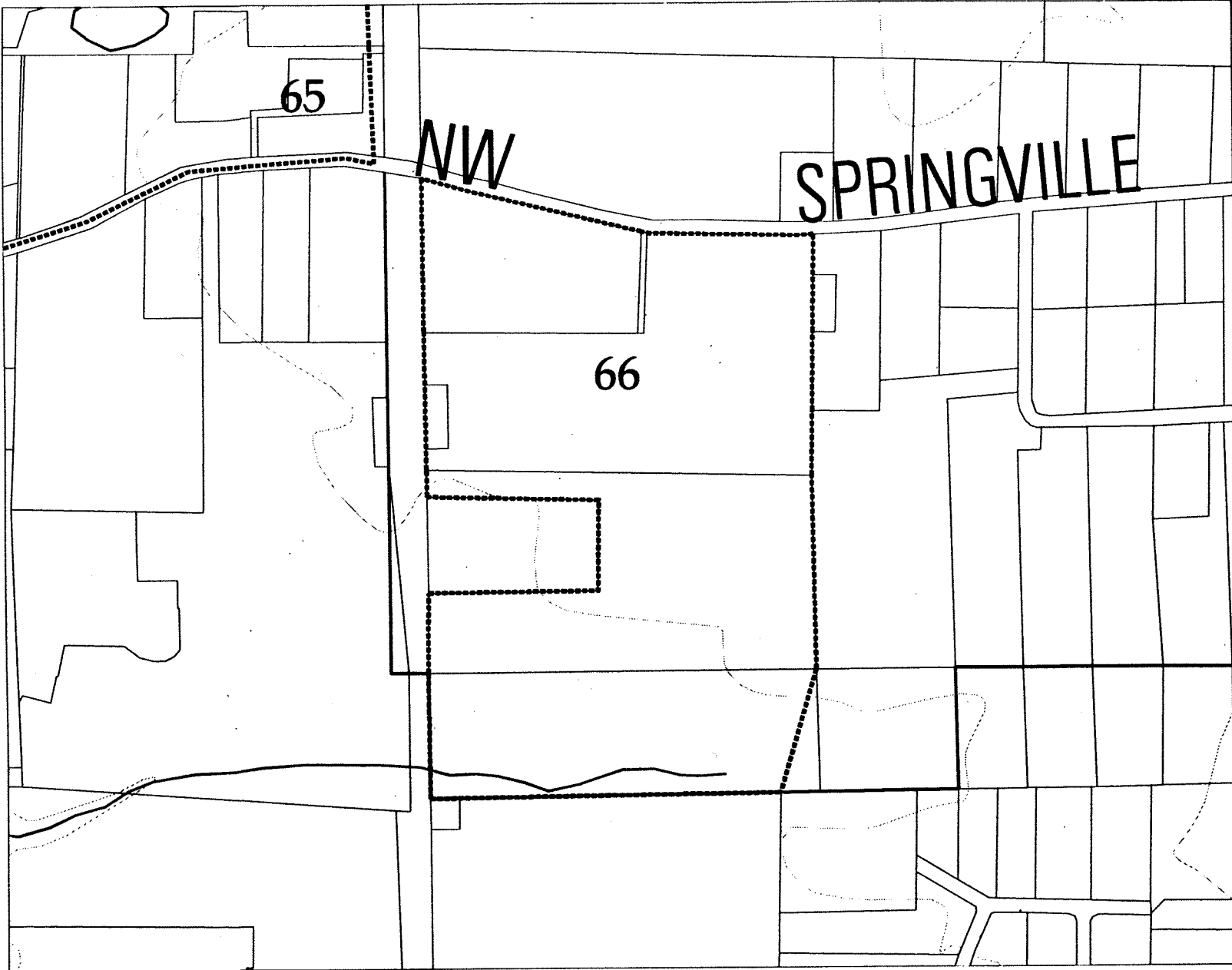
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #65







600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1712





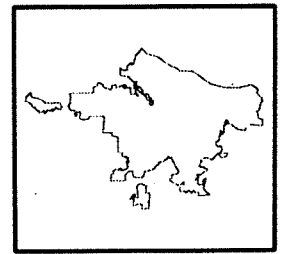
Urban Reserves

Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

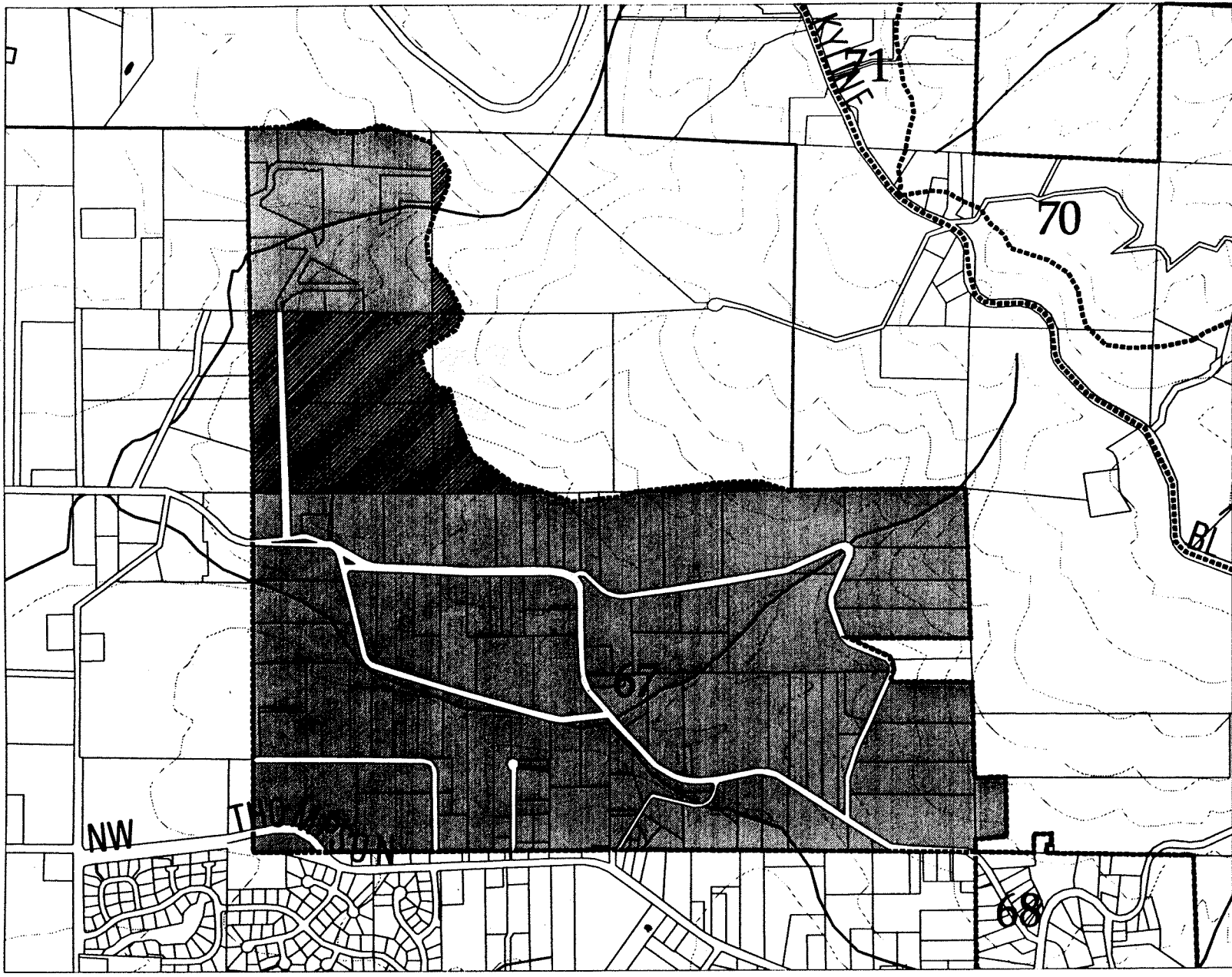
MAP #66

NONE INCLUDED







600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-1782



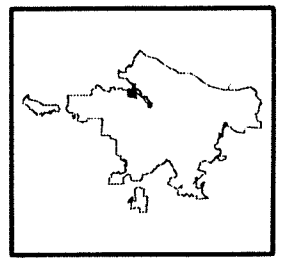


Urban Reserves

Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #67







600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1962

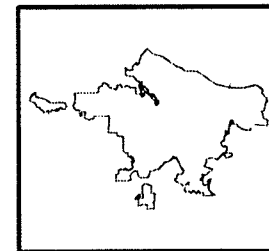


Urban Reserves

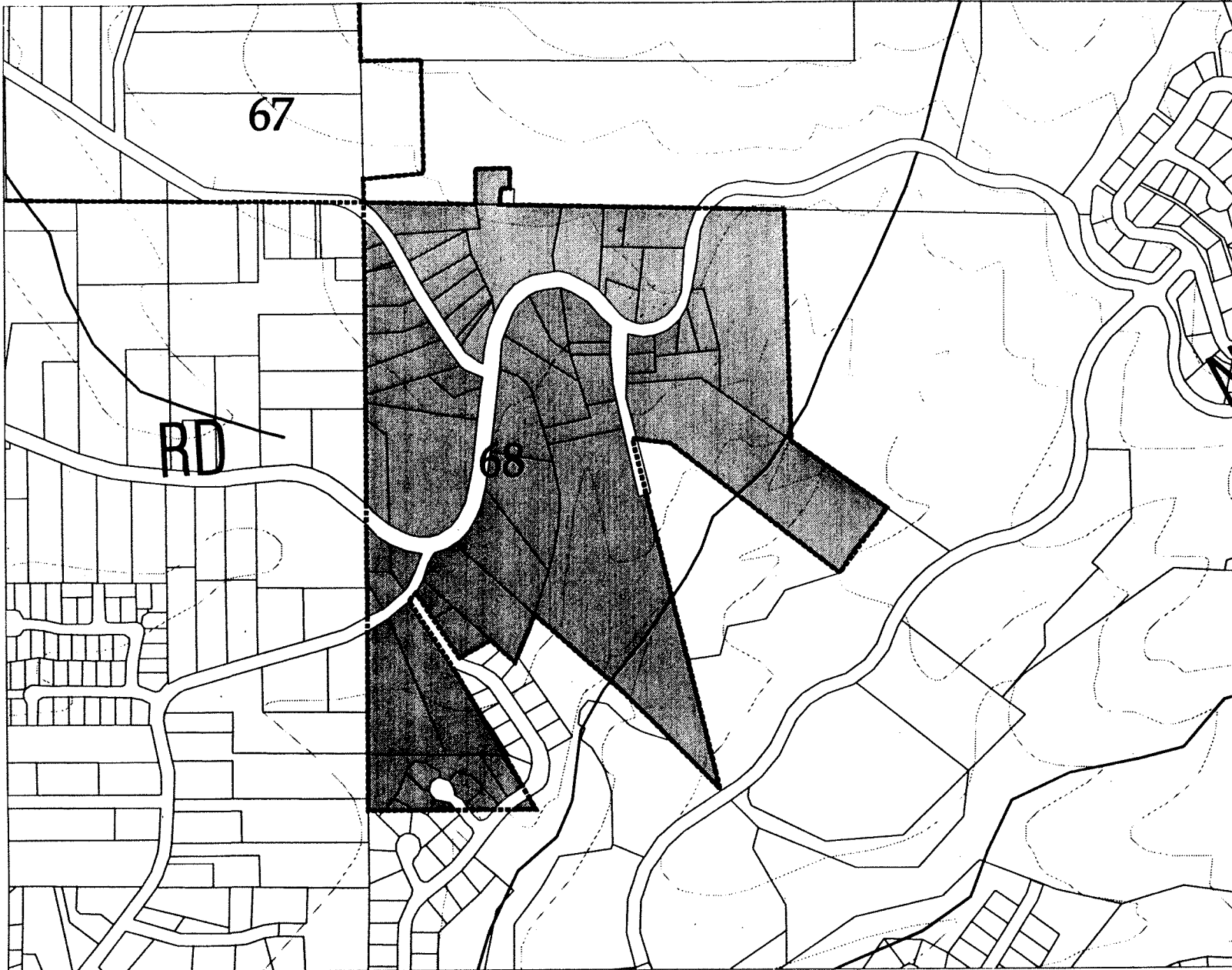
Designated By
Metro Council Vote 12-12-96

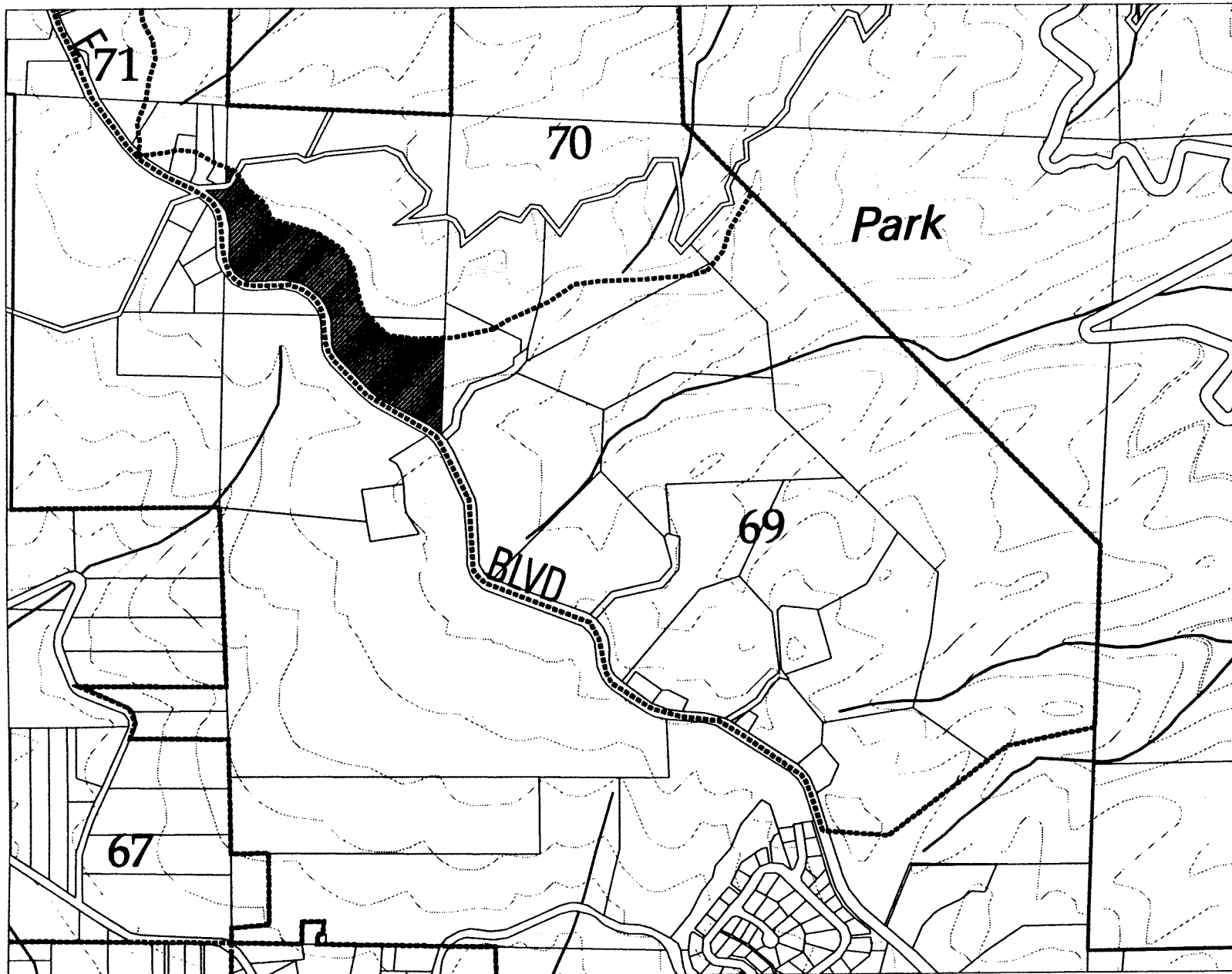
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #68



600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-1962





R L I S

Regional Land Information Systems

Urban Reserves

Designated By
Metro Council Vote 12-12-96

- Land in Reserves
- EFU Land in Reserves
- Original Study Area Boundary
- Urban Growth Boundary

MAP #69





NONE INCLUDED

600 NE Grand Ave
Portland, OR 97232-3756
(503) 797-1762

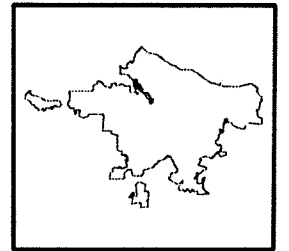
METRO

Urban Reserves

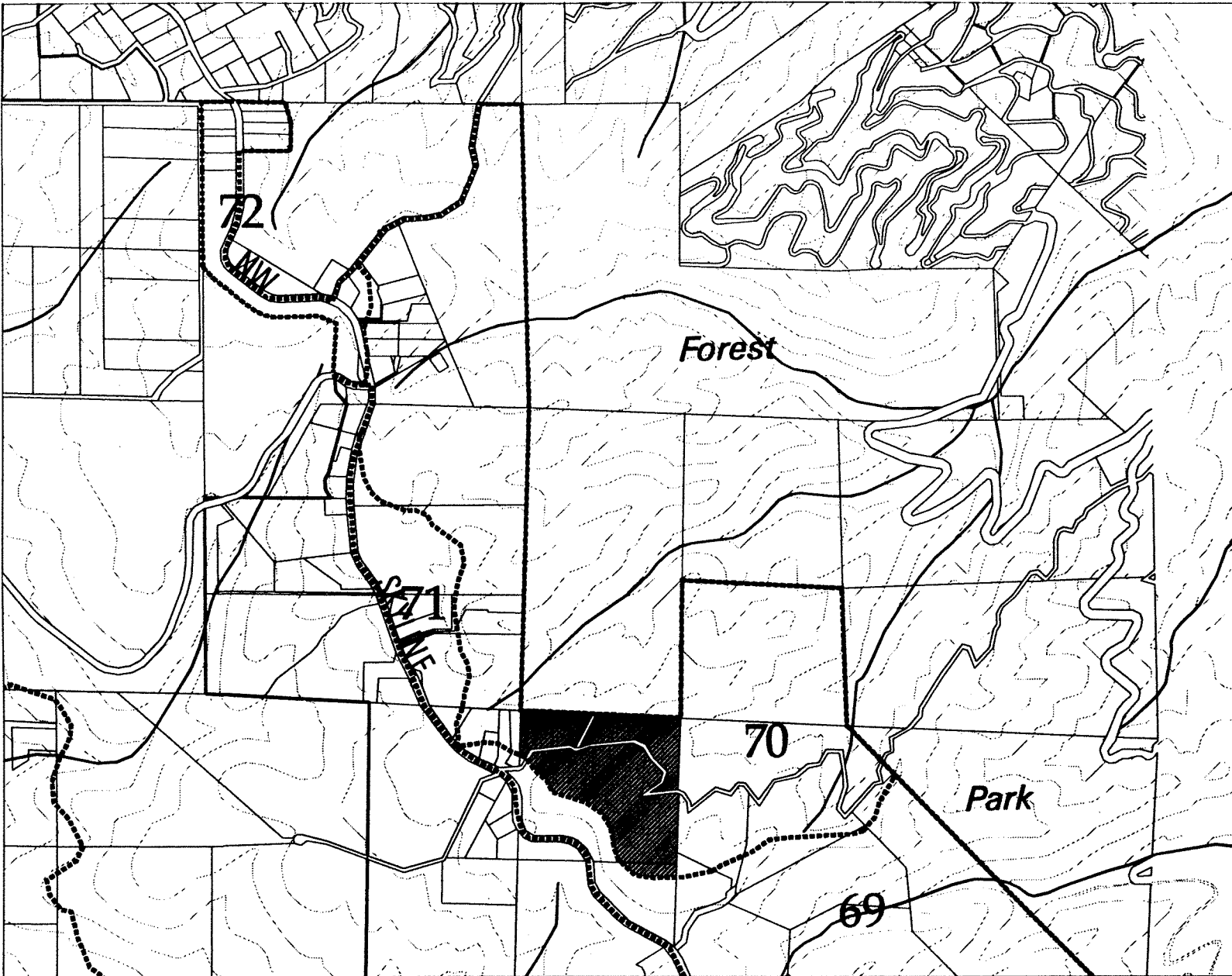
Designated By
Metro Council Vote 12-12-96

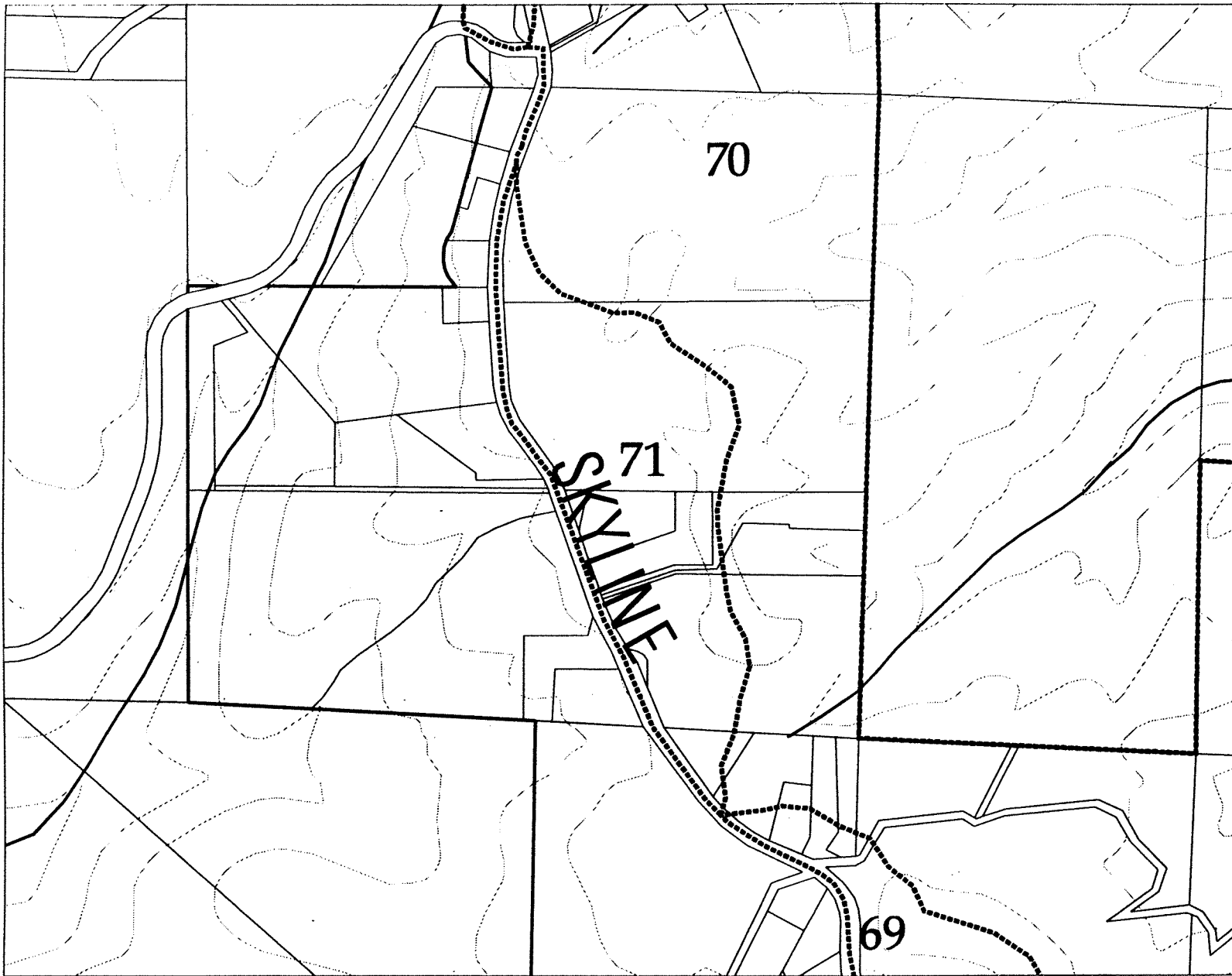
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #70







600 NE Grand Ave
Portland, OR 97232-3796
(503) 797-3742





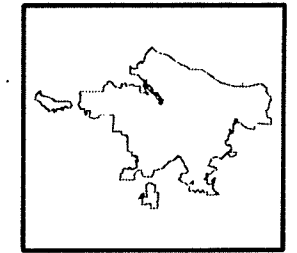
Urban Reserves

Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #71

NONE INCLUDED







600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-1242



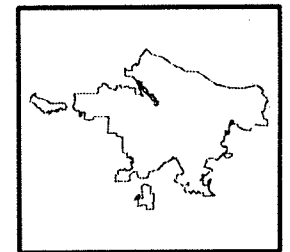
Urban Reserves

Designated By
Metro Council Vote 12-12-96

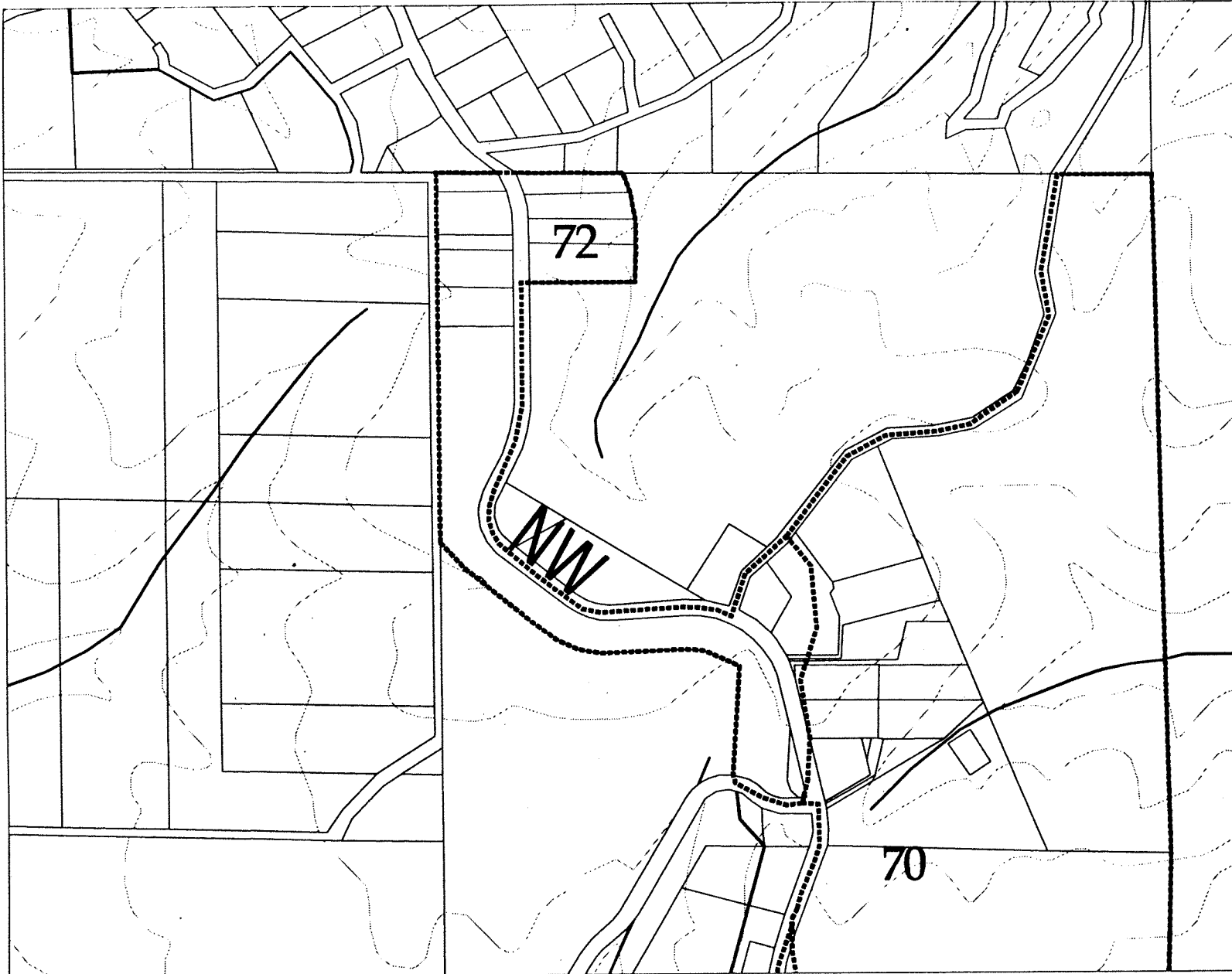
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

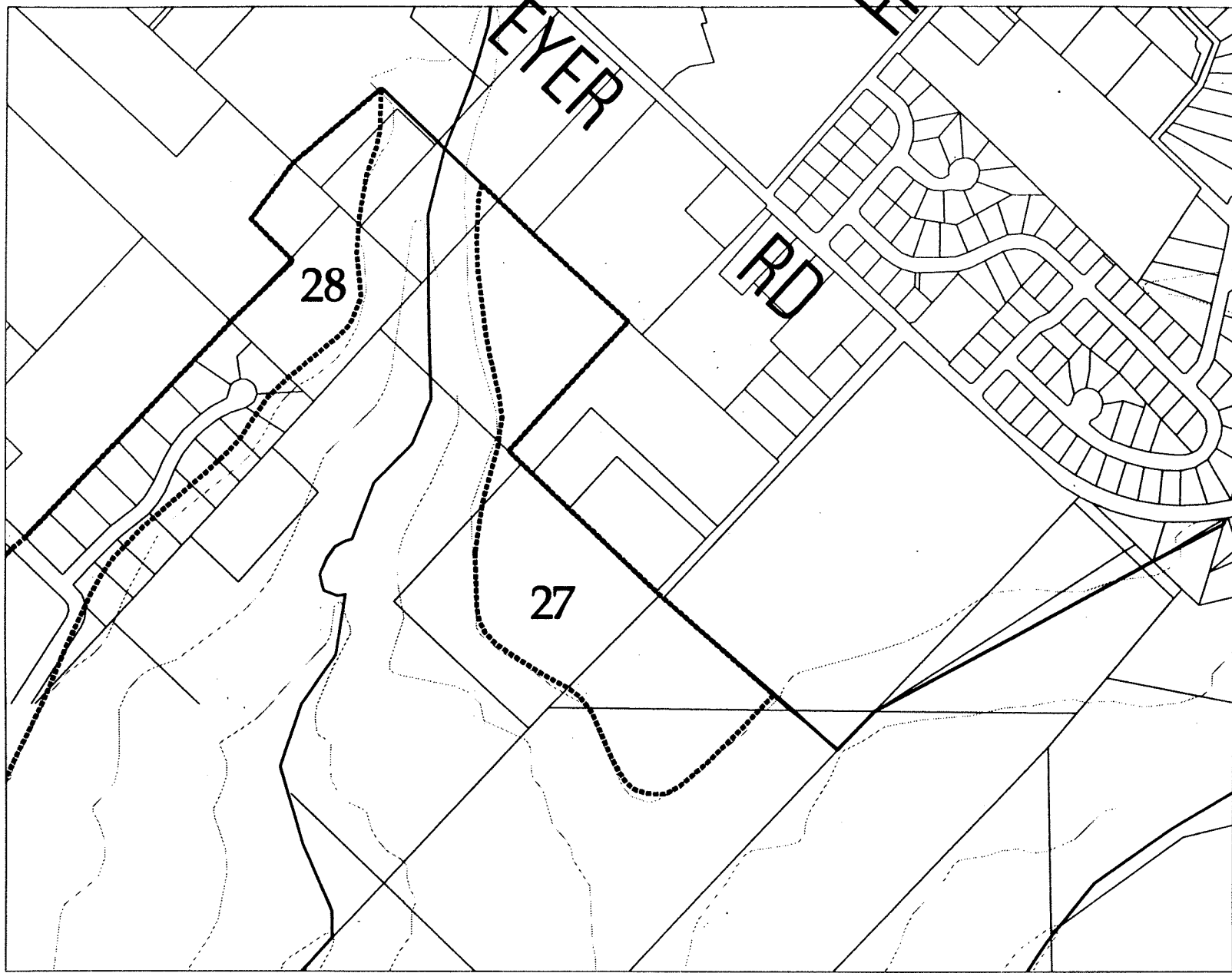
MAP #72

NONE INCLUDED







600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1762





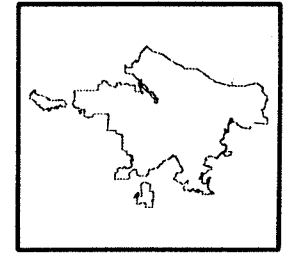
Urban Reserves

Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

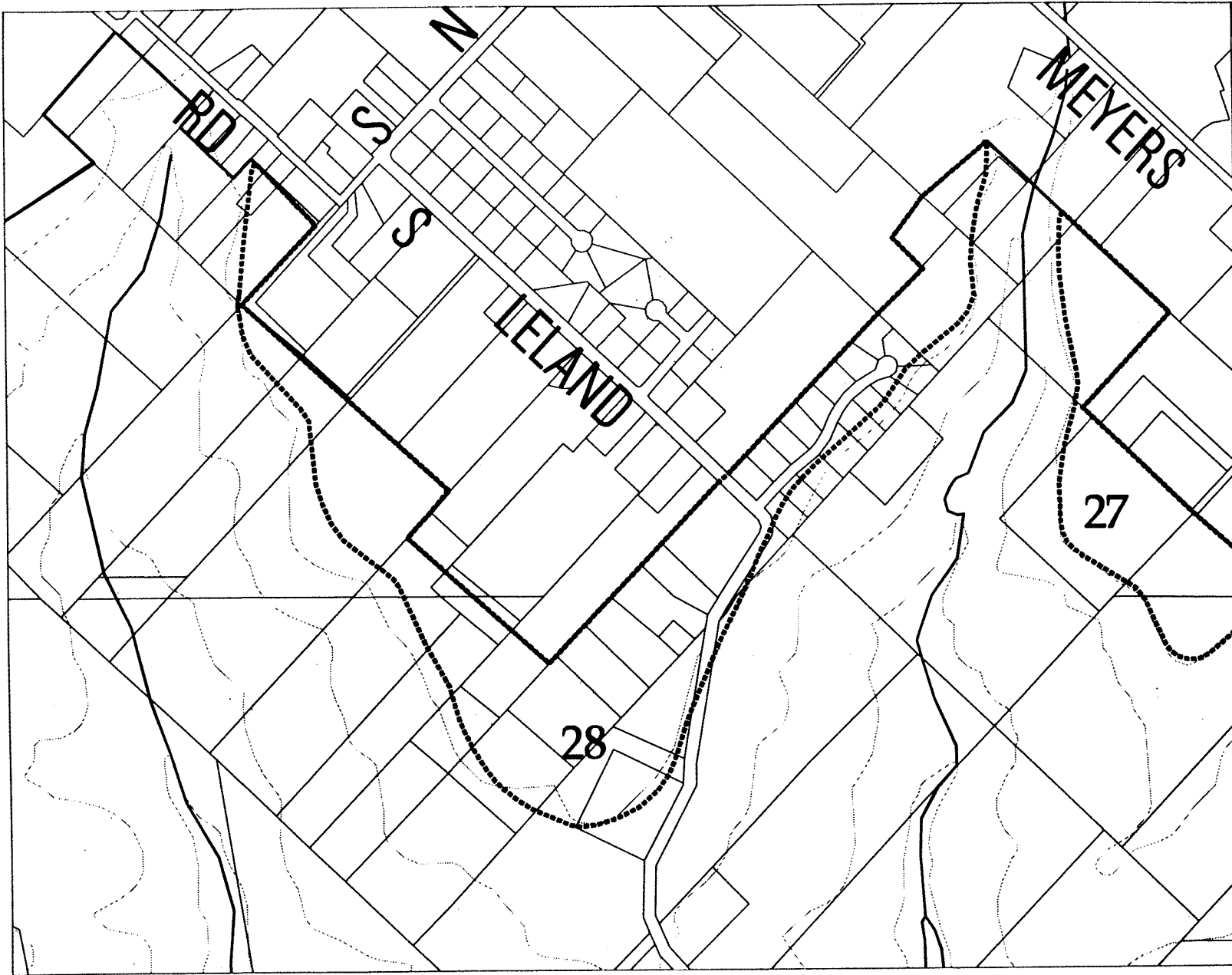
MAP #27

NONE INCLUDED



600 NB Grand Ave
Portland, OR 97232-2736
(503) 797-1962









Regional Land Information System

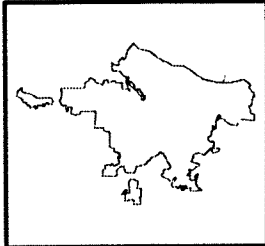
Urban Reserves

Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #28

NONE INCLUDED







600 NE Grand Ave
Portland, OR 97232-3756
(503) 797-1262

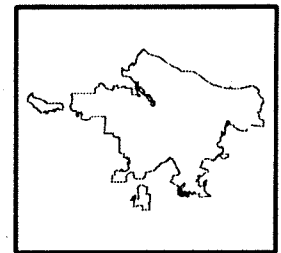


Urban Reserves

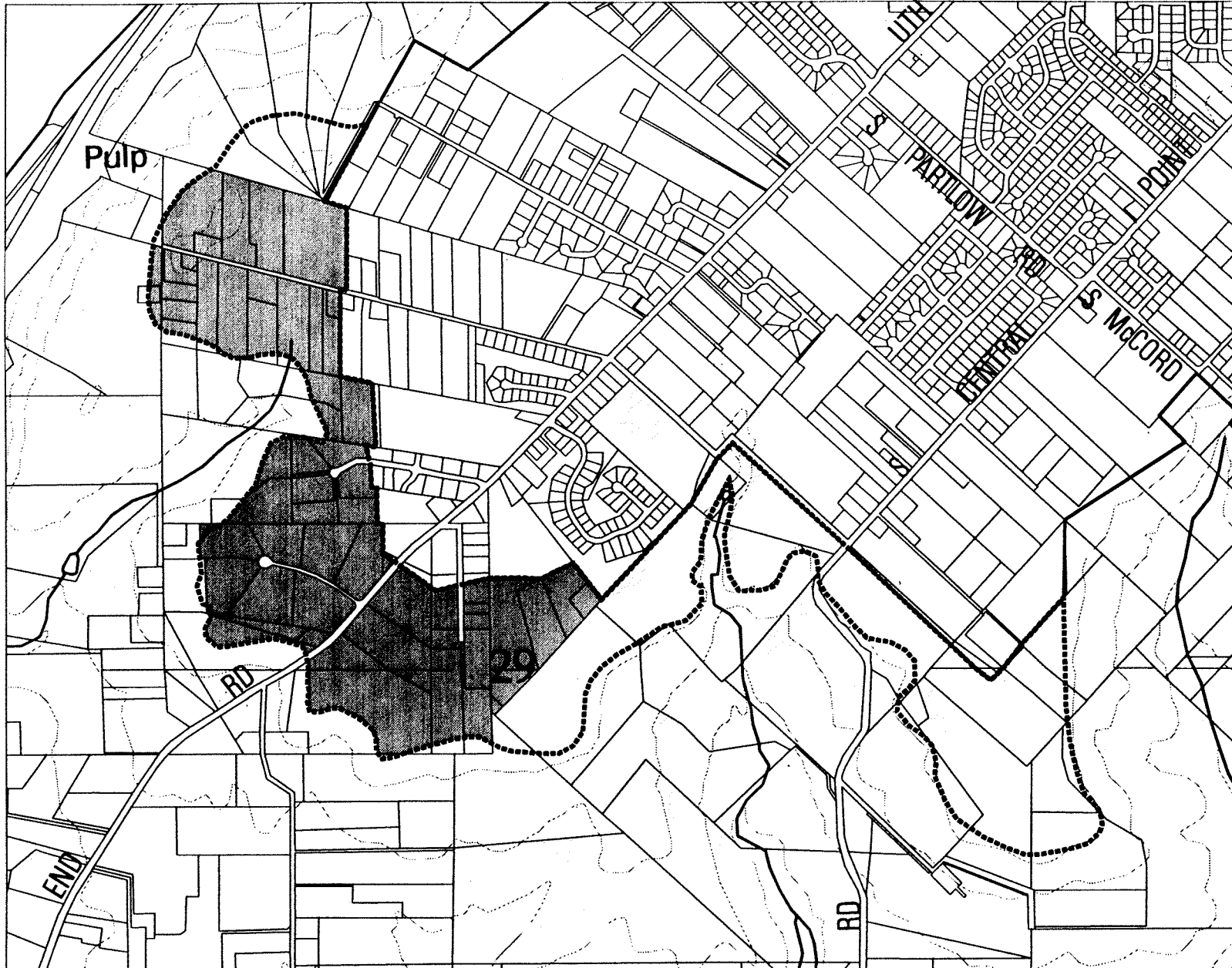
Designated By
Metro Council Vote 12-12-96

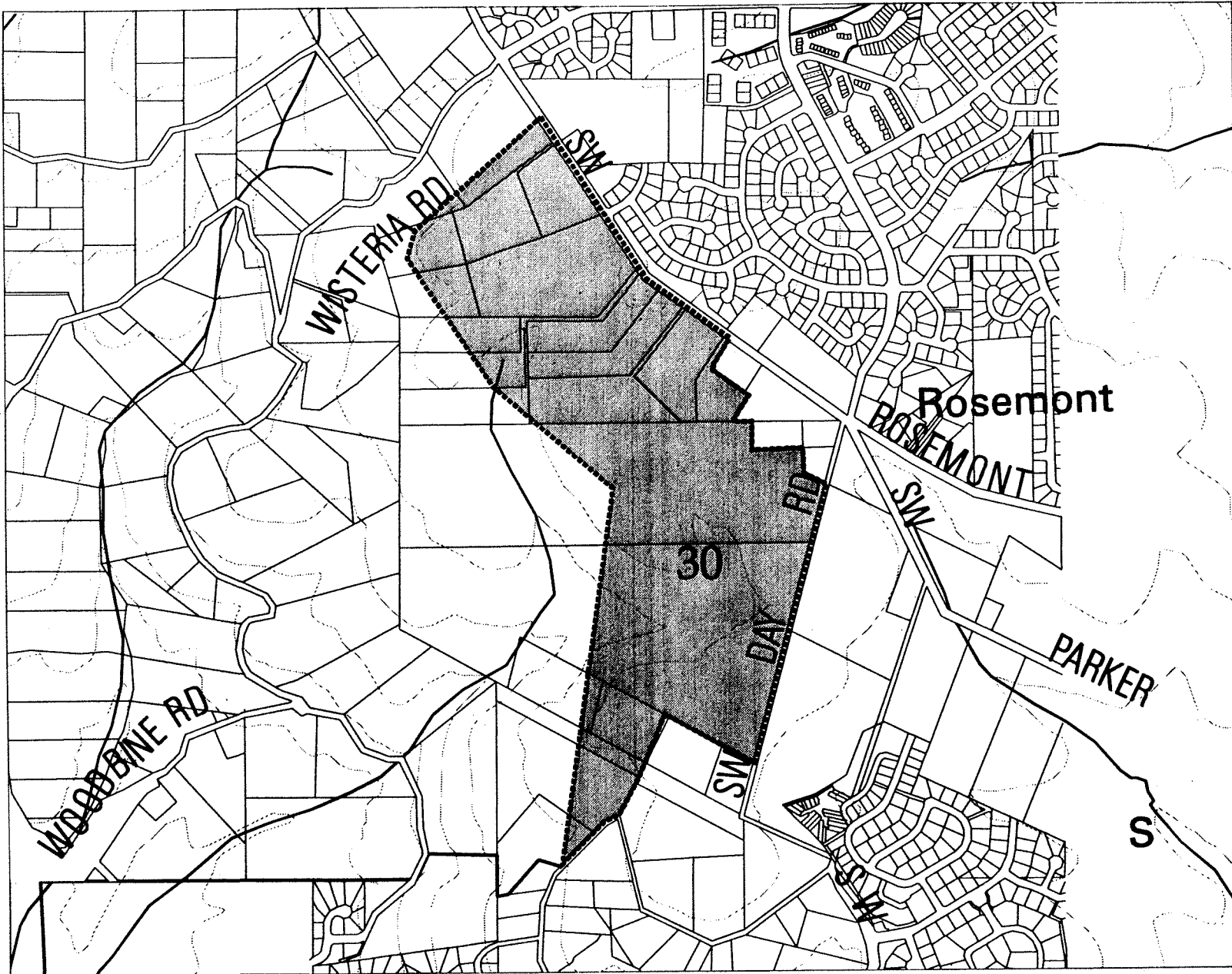
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #29







600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-1242



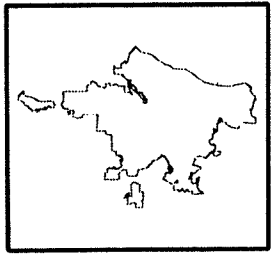


Urban Reserves

Designated By
Metro Council Vote 12-12-96

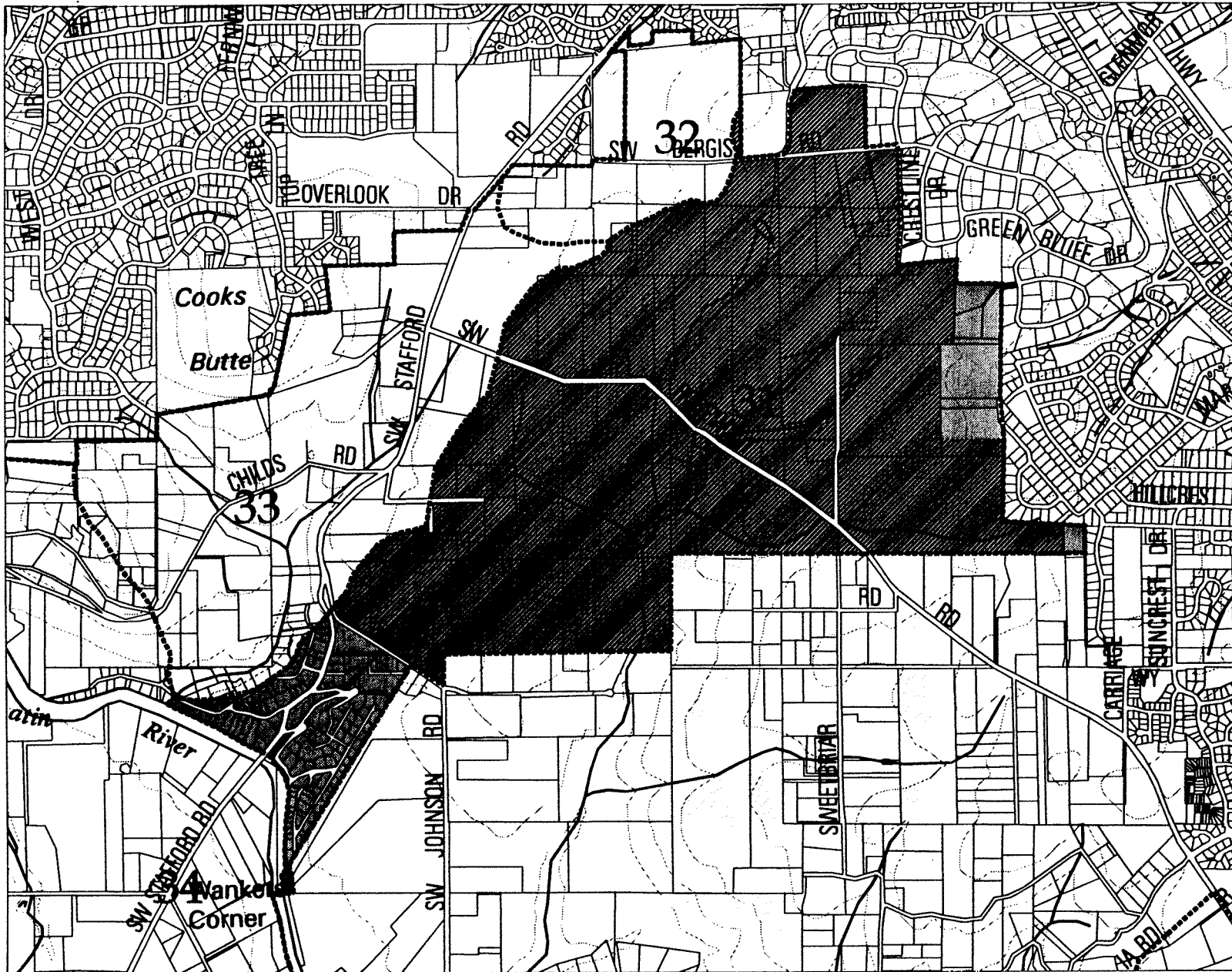
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #30







600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1762



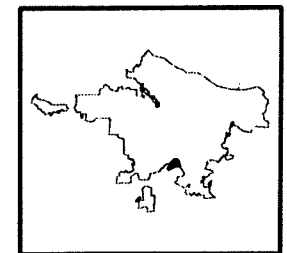


Urban Reserves

Designated By
Metro Council Vote 12-12-96

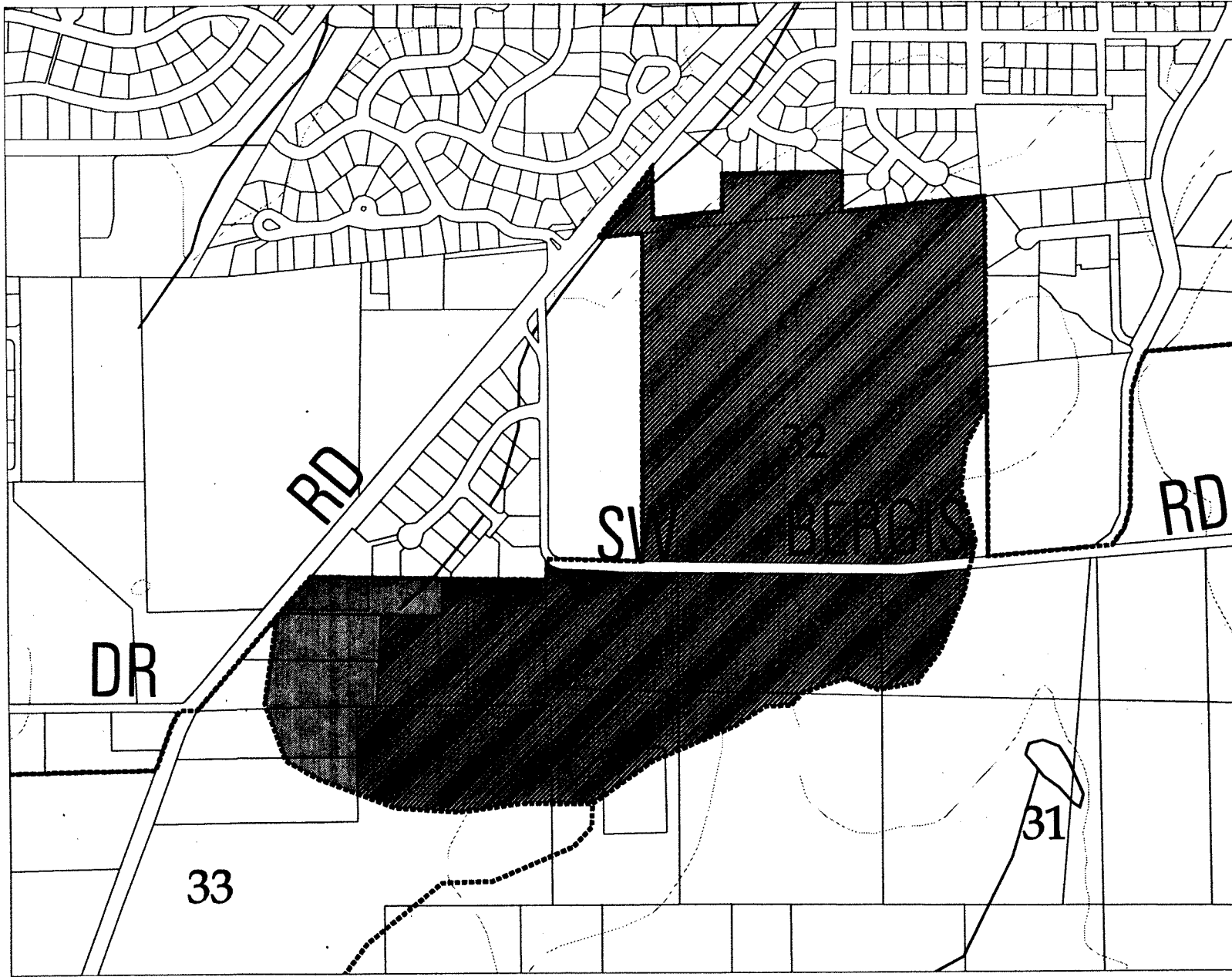
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #31



600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1782









R L I S

Regional Land Information System


Urban Reserves

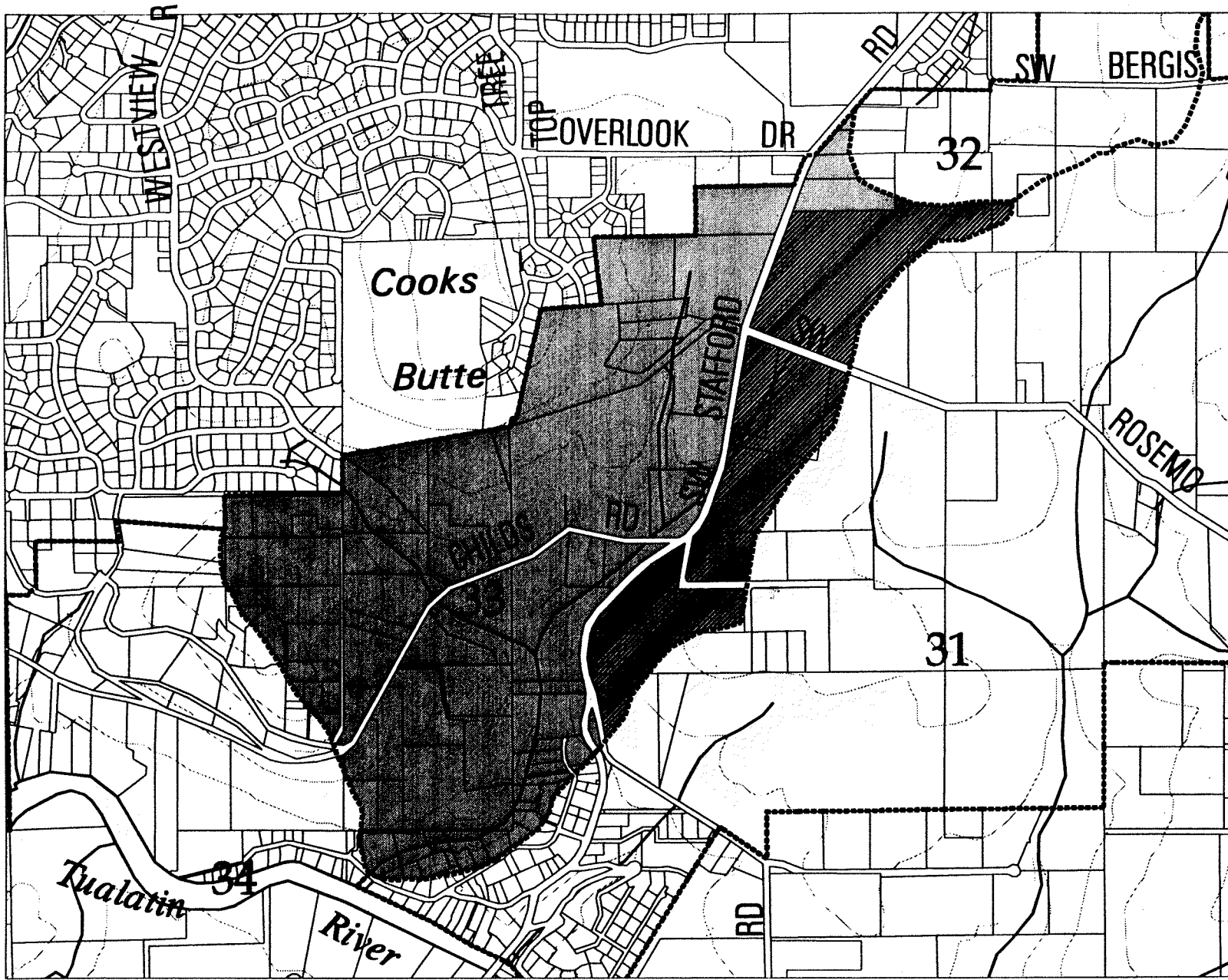
Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #32

600 NE Grand Ave
Portland, OR 97232-2794
(503) 797-1362





R L I S
Regional Land Information System

Urban Reserves

Designated By
Metro Council Vote 12-12-96





- Land in Reserves
- EFU Land in Reserves
- Original Study Area Boundary
- Urban Growth Boundary

MAP #33

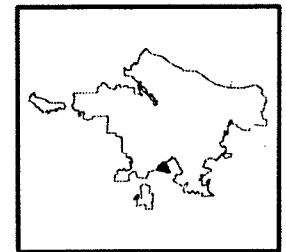
600 NE Grand Ave
Portland, OR 97232-2734
(503) 797-1242

Urban Reserves

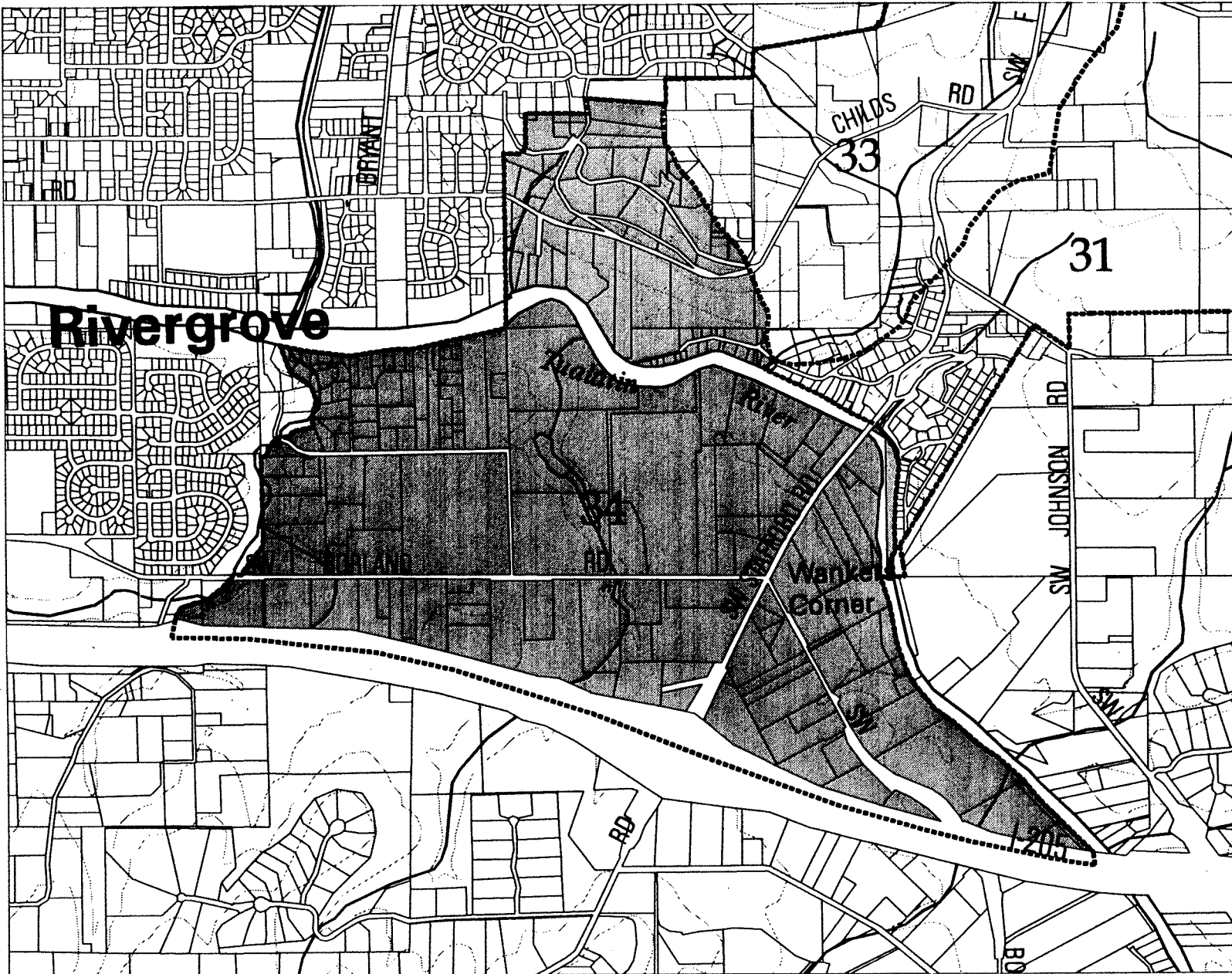
Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #34







600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-1762



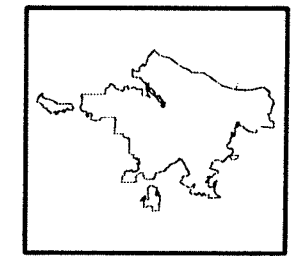
Urban Reserves

Designated By
Metro Council Vote 12-12-96

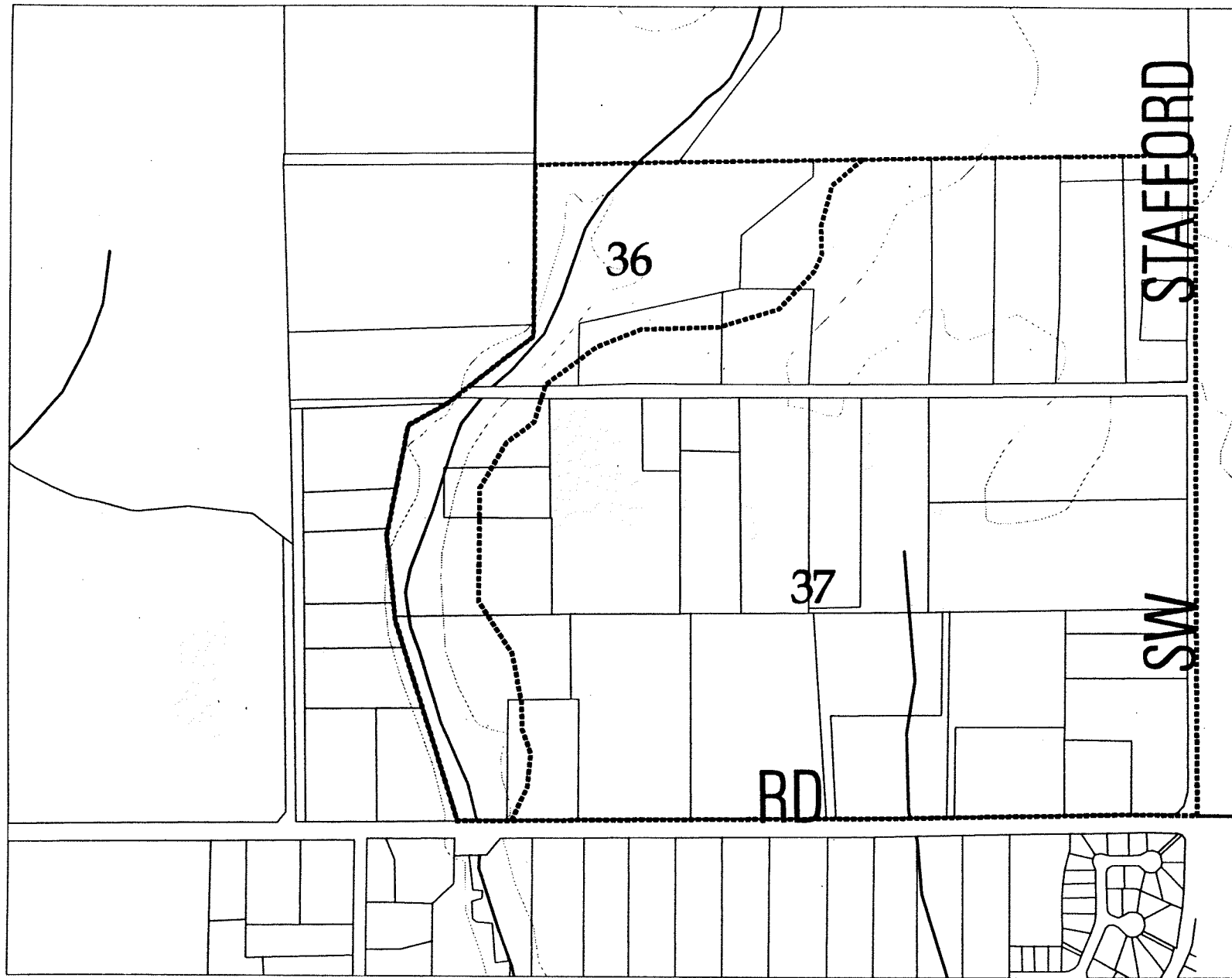
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #36

NONE INCLUDED







600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1212

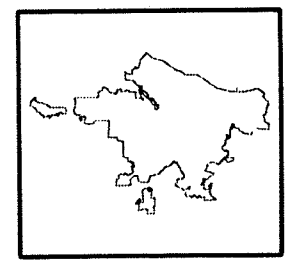


Urban Reserves

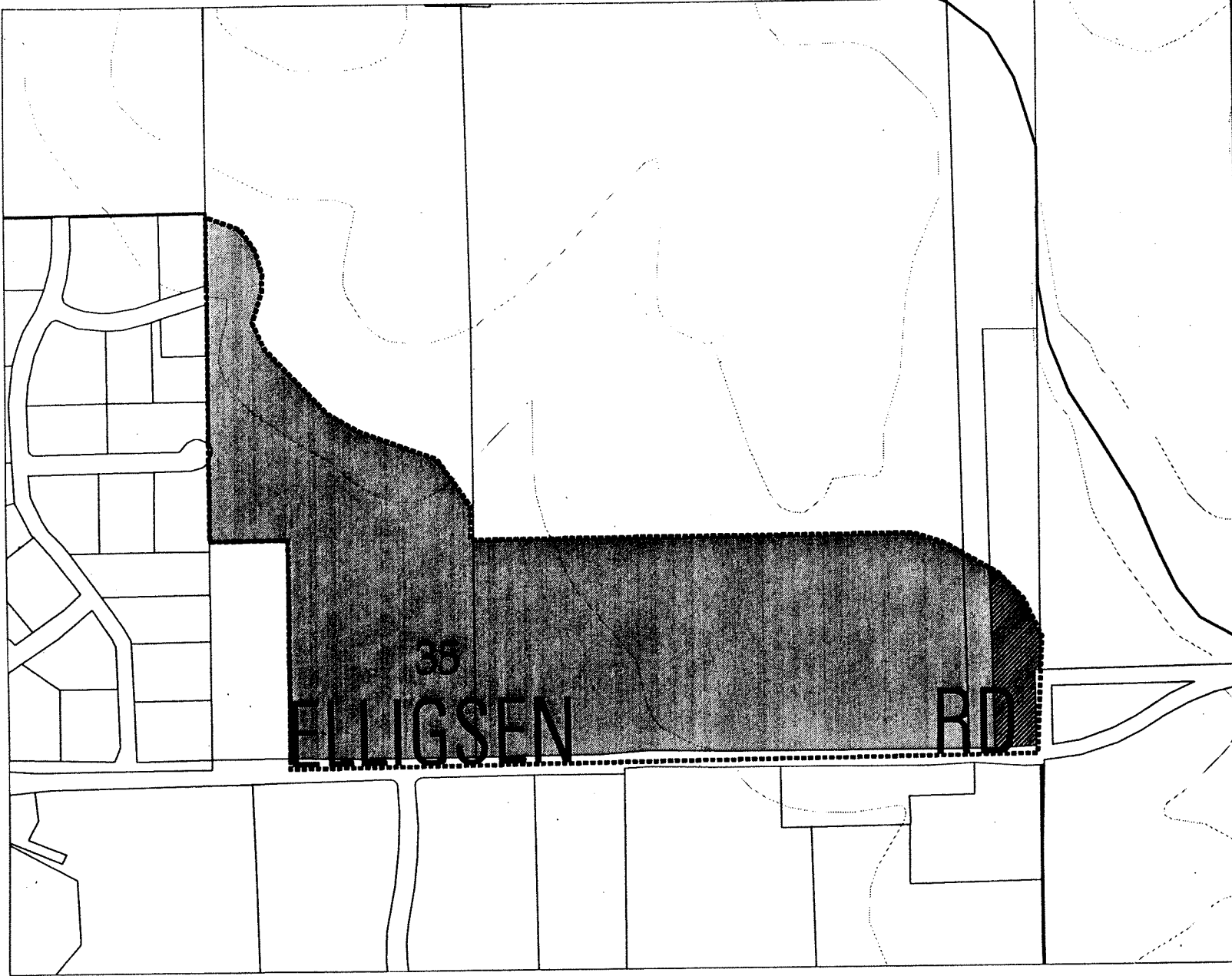
Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #35







609 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1762

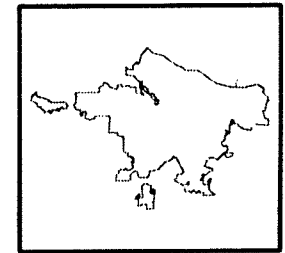


Urban Reserves

Designated By
Metro Council Vote 12-12-96

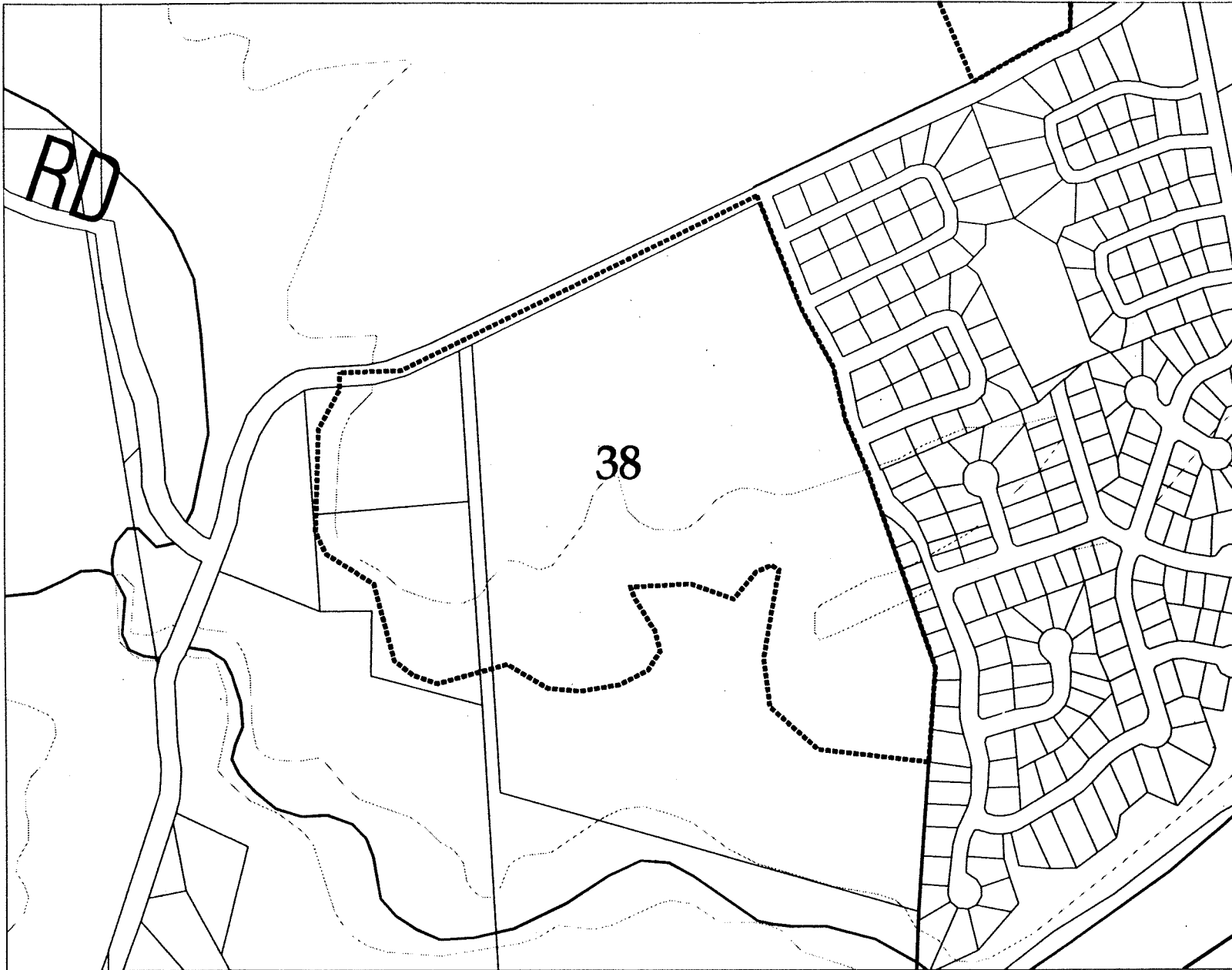
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #37







600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-1762





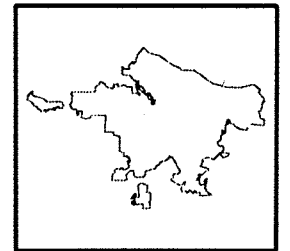
Urban Reserves

Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #38

NONE INCLUDED







600 NE Grand Ave
Portland, OR 97232-2796
(503) 797-1262

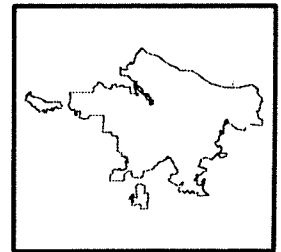


Urban Reserves

Designated By
Metro Council Vote 12-12-96

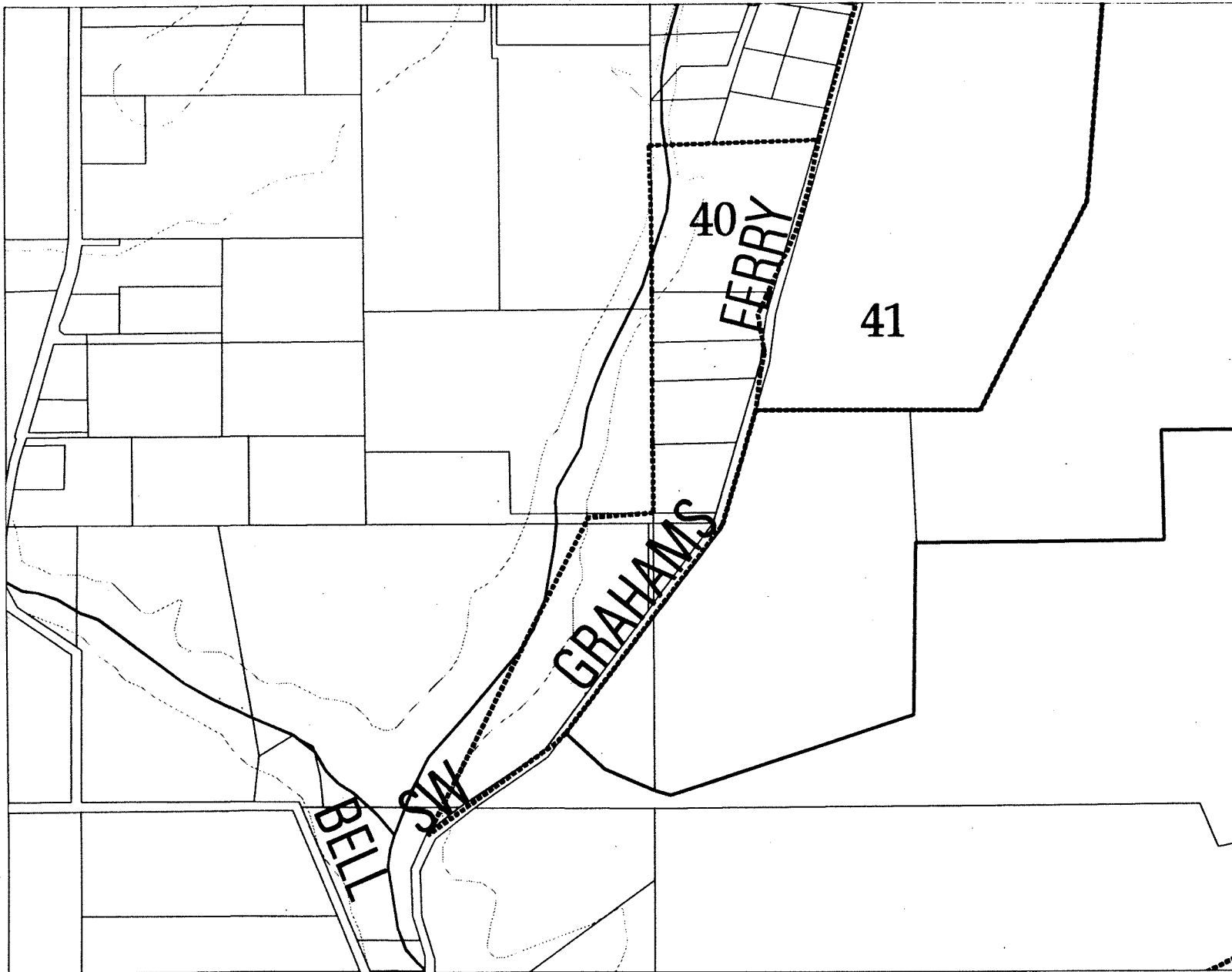
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #39



600 NE Grand Ave
 Portland, OR 97132-2734
 (503) 797-3922





R L I S

Regional Land Information System

Urban Reserves

Designated By
Metro Council Vote 12-12-96

- Land in Reserves
- EFU Land in Reserves
- Original Study Area Boundary
- Urban Growth Boundary

MAP #40

NONE INCLUDED





600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-3942

METRO



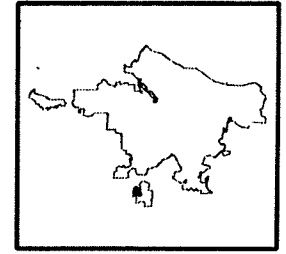
Urban Reserves

Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

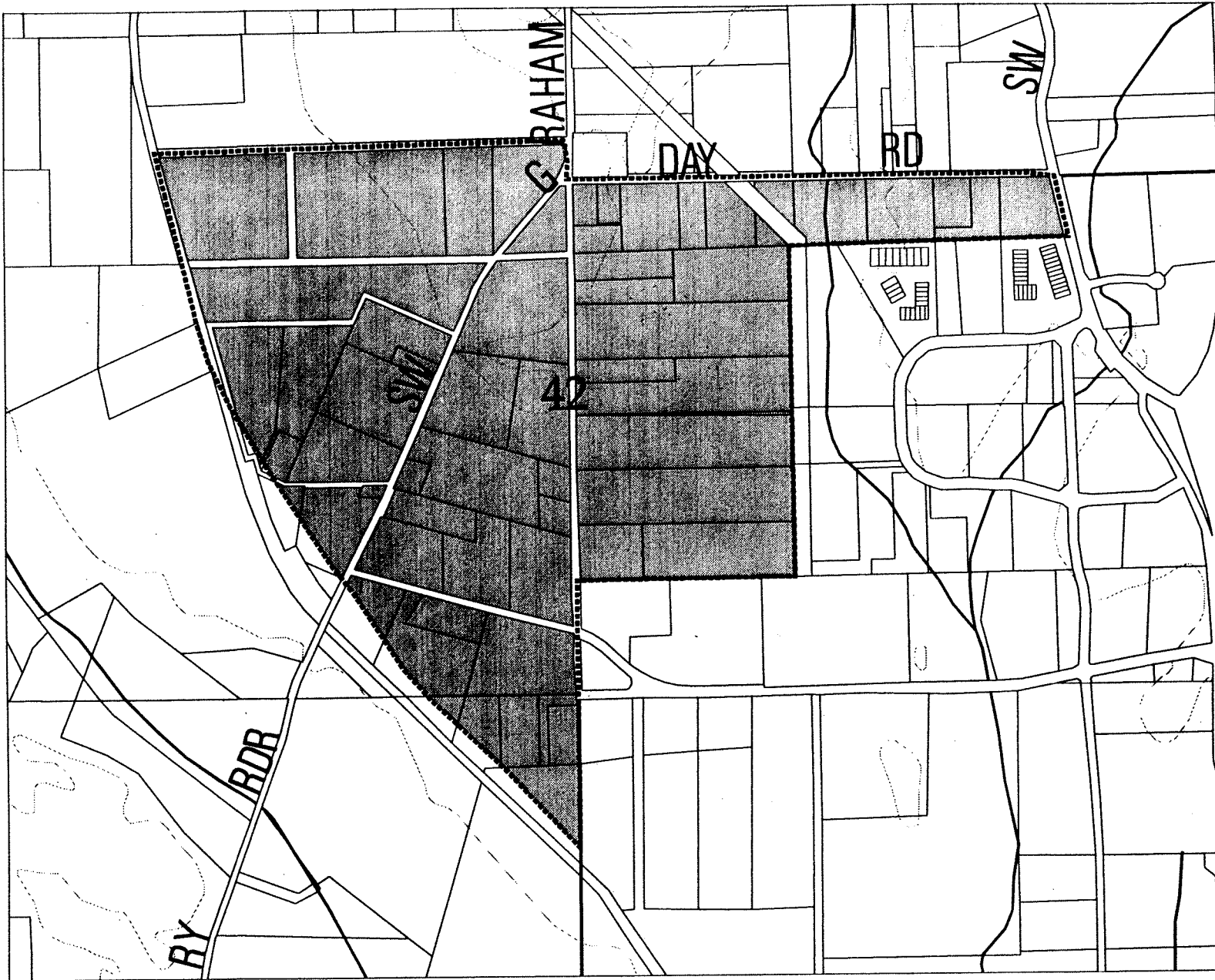
MAP #41

Wilsonville







600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1762



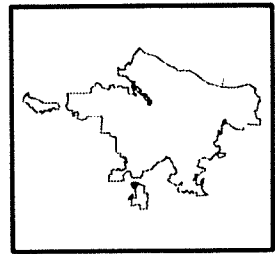


Urban Reserves

Designated By
Metro Council Vote 12-12-96

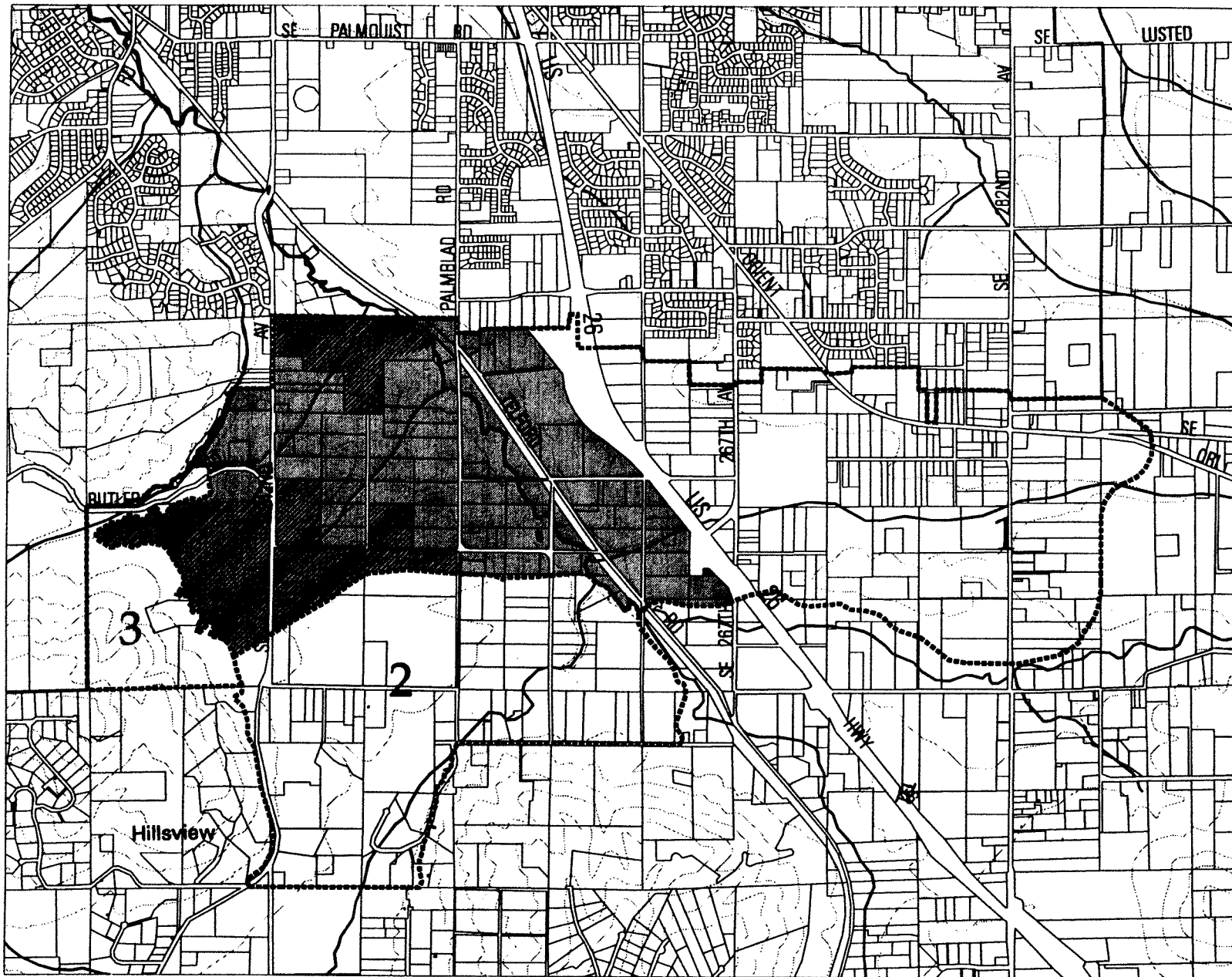
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #42



600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1242









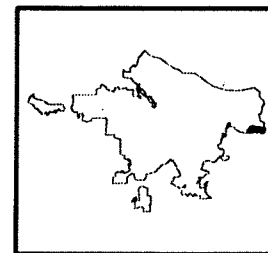
Regional Land
Information System

Urban Reserves

Designated By
Metro Council Vote 12-12-96

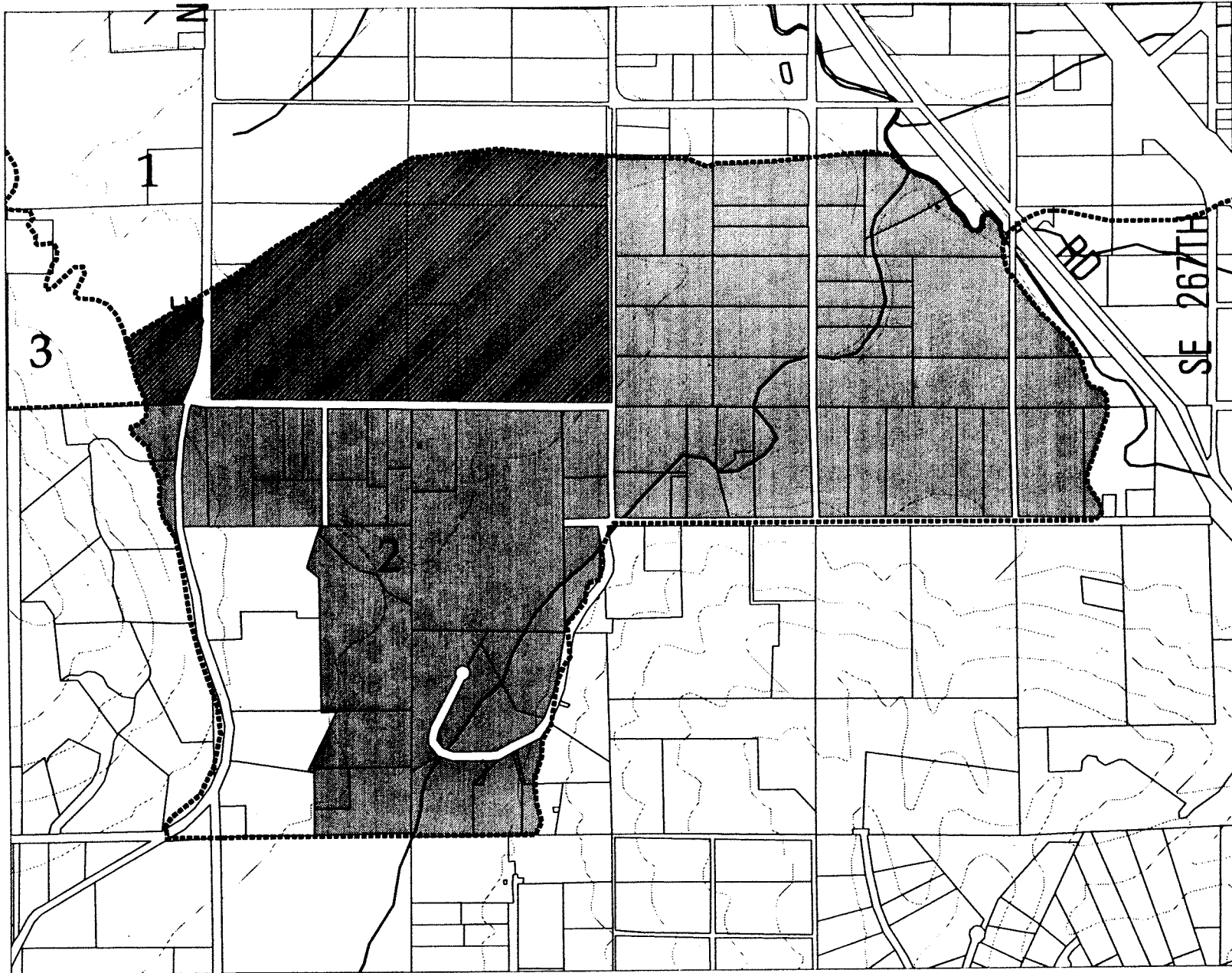
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #1







600 NE Grand Ave
Portland, OR 97232-2736
(503) 997-1942



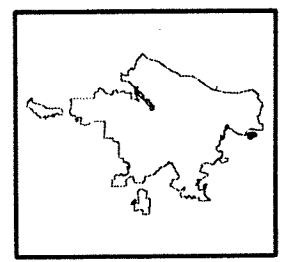


Urban Reserves

Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #2







600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-1902

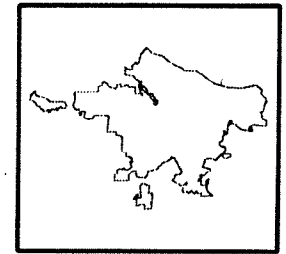


Urban Reserves

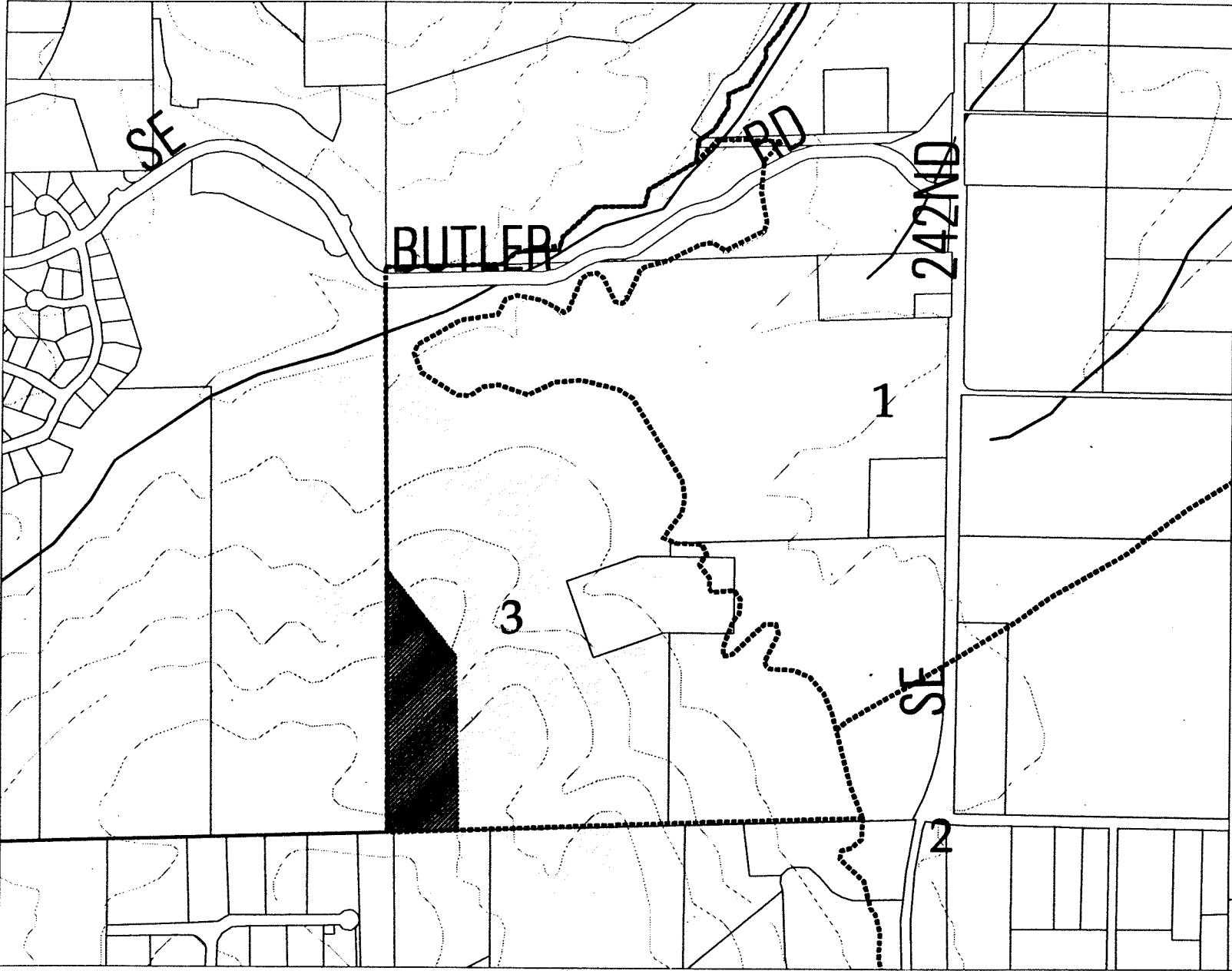
Designated By
Metro Council Vote 12-12-96

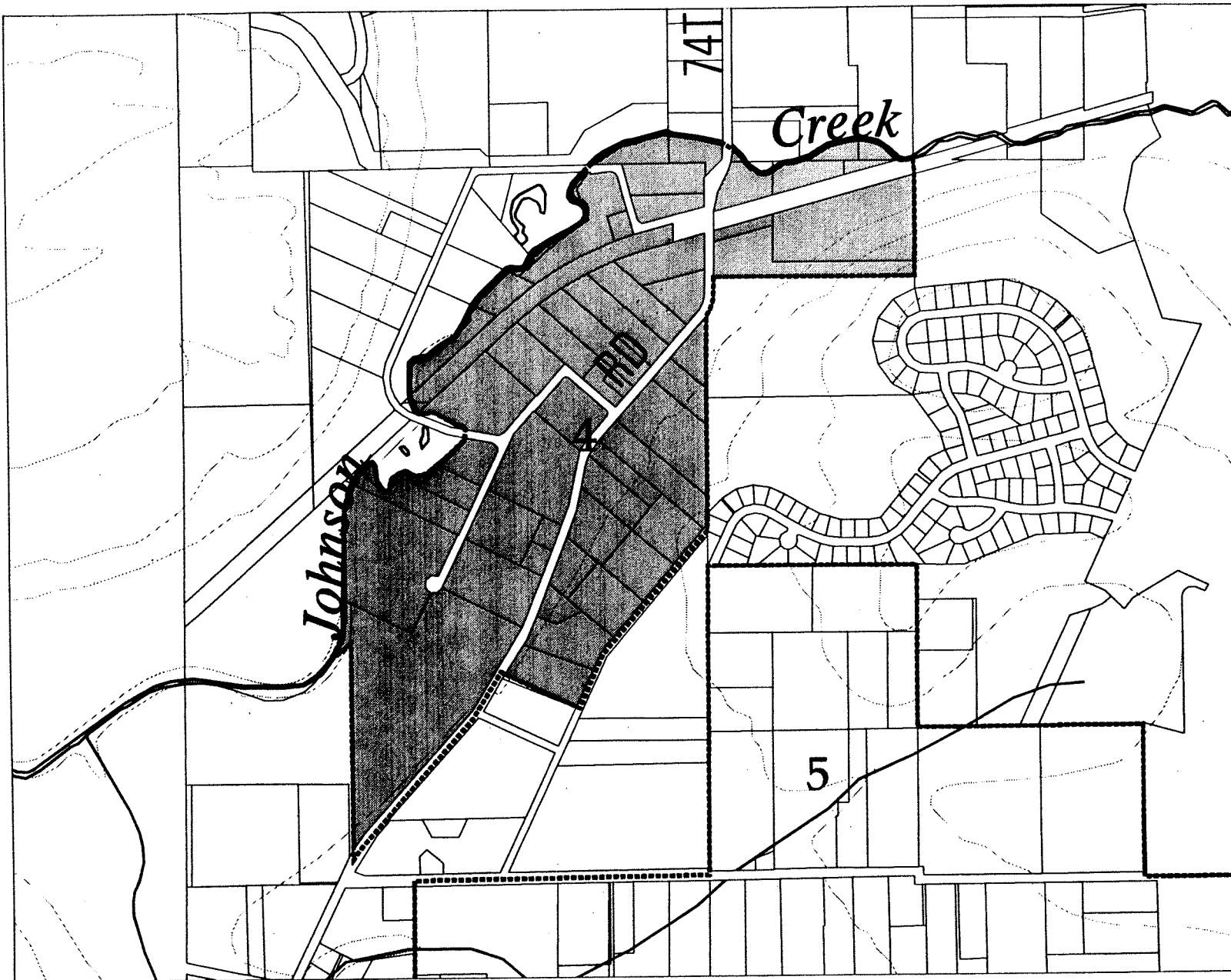
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #3







600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1742



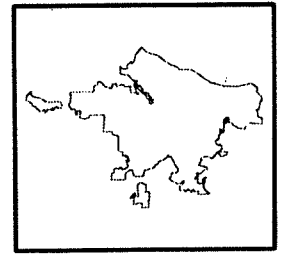


Urban Reserves

Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #4







600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-1742

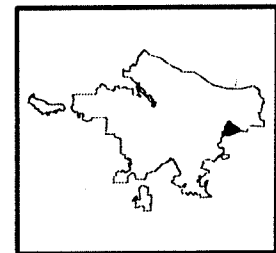


Urban Reserves

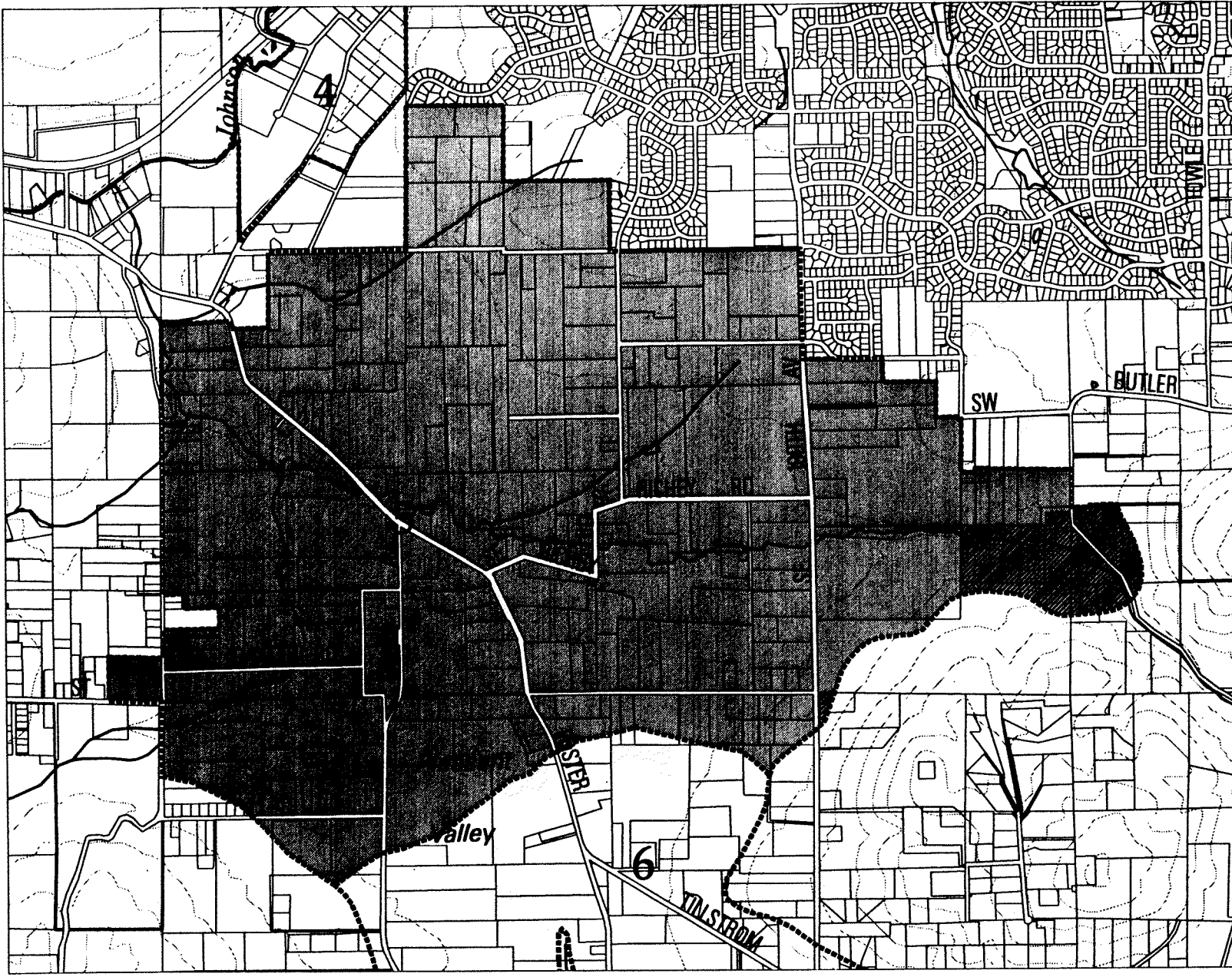
Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #5







600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-1912

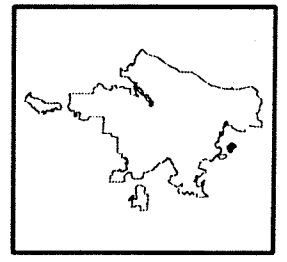


Urban Reserves

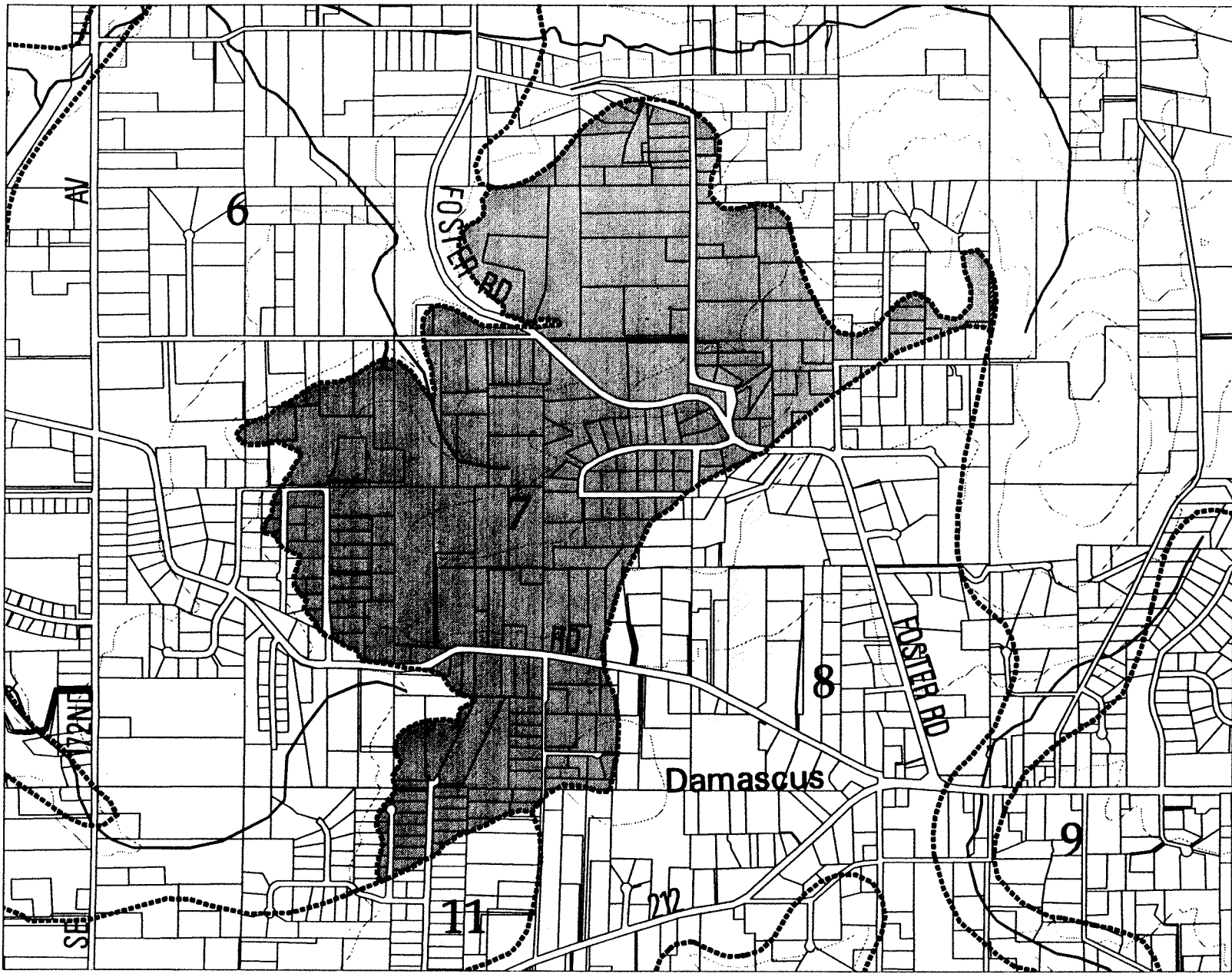
Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #7







600 NE Grand Ave
Portland, OR 97232-3756
(503) 997-1962

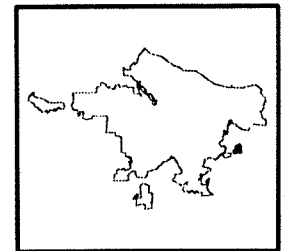


Urban Reserves

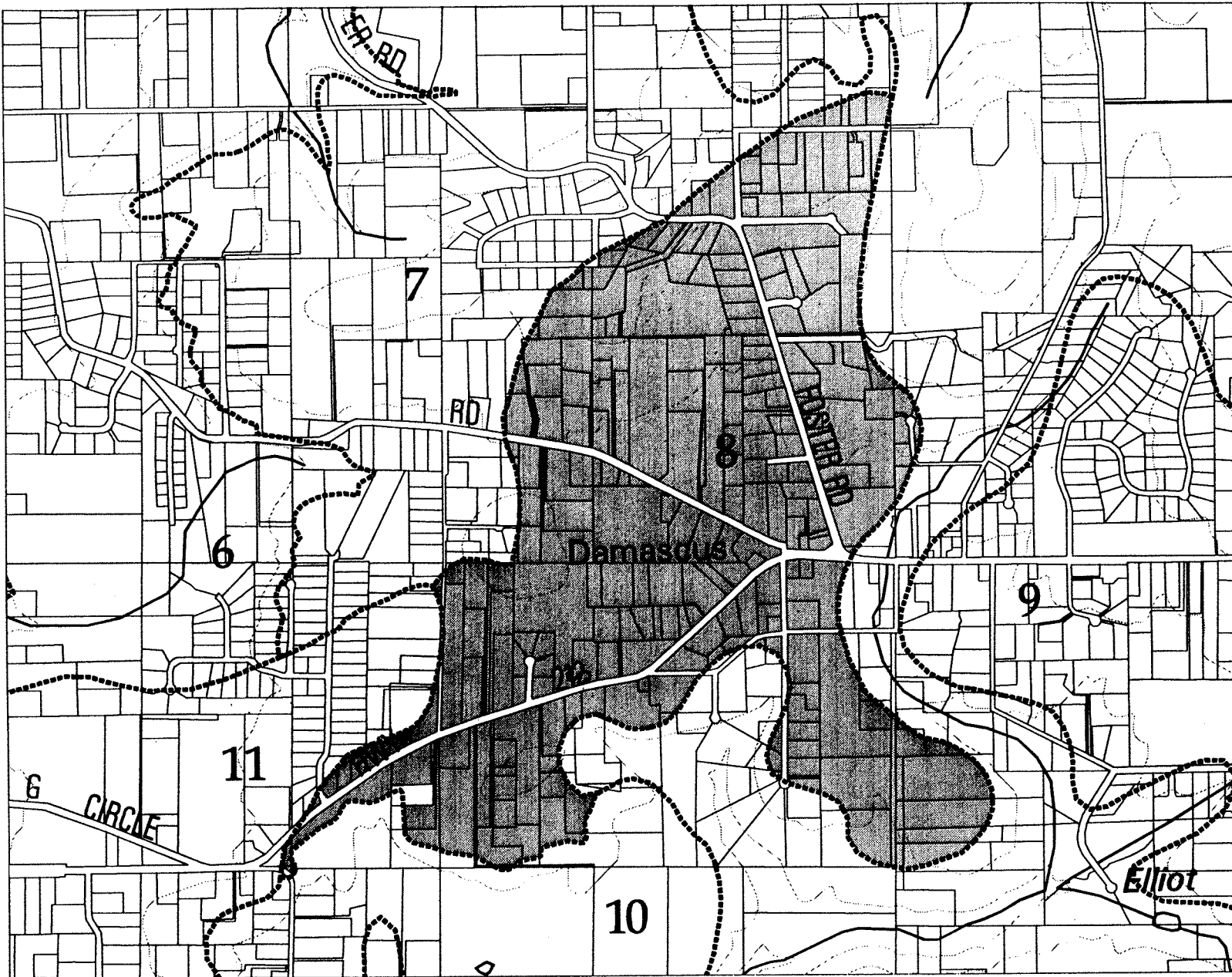
Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #8







600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-3762

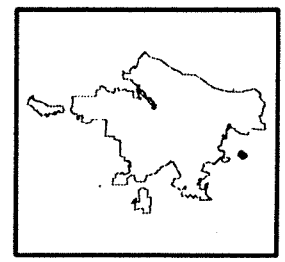


Urban Reserves

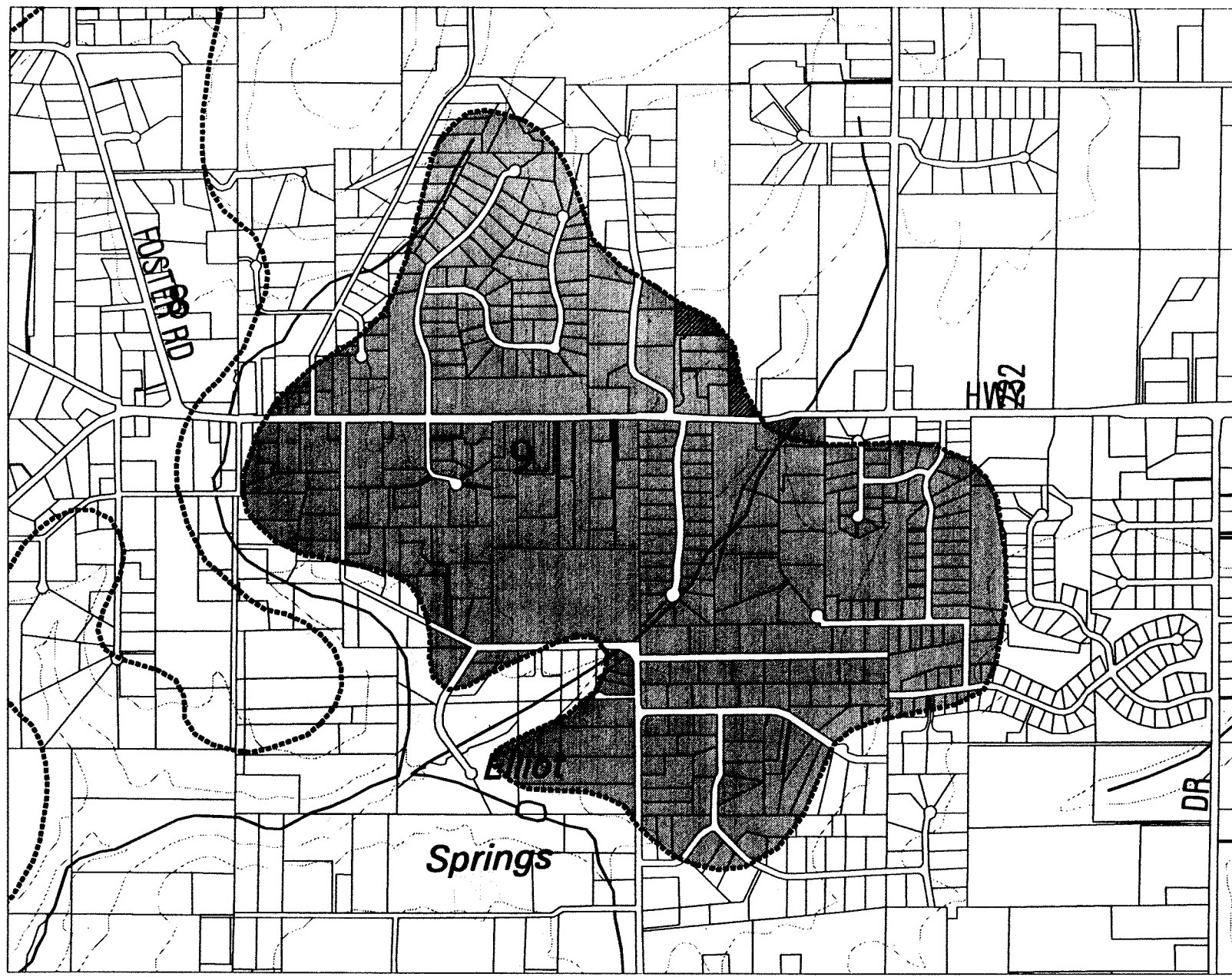
Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #9







600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-2762

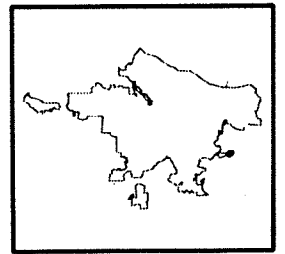


Urban Reserves

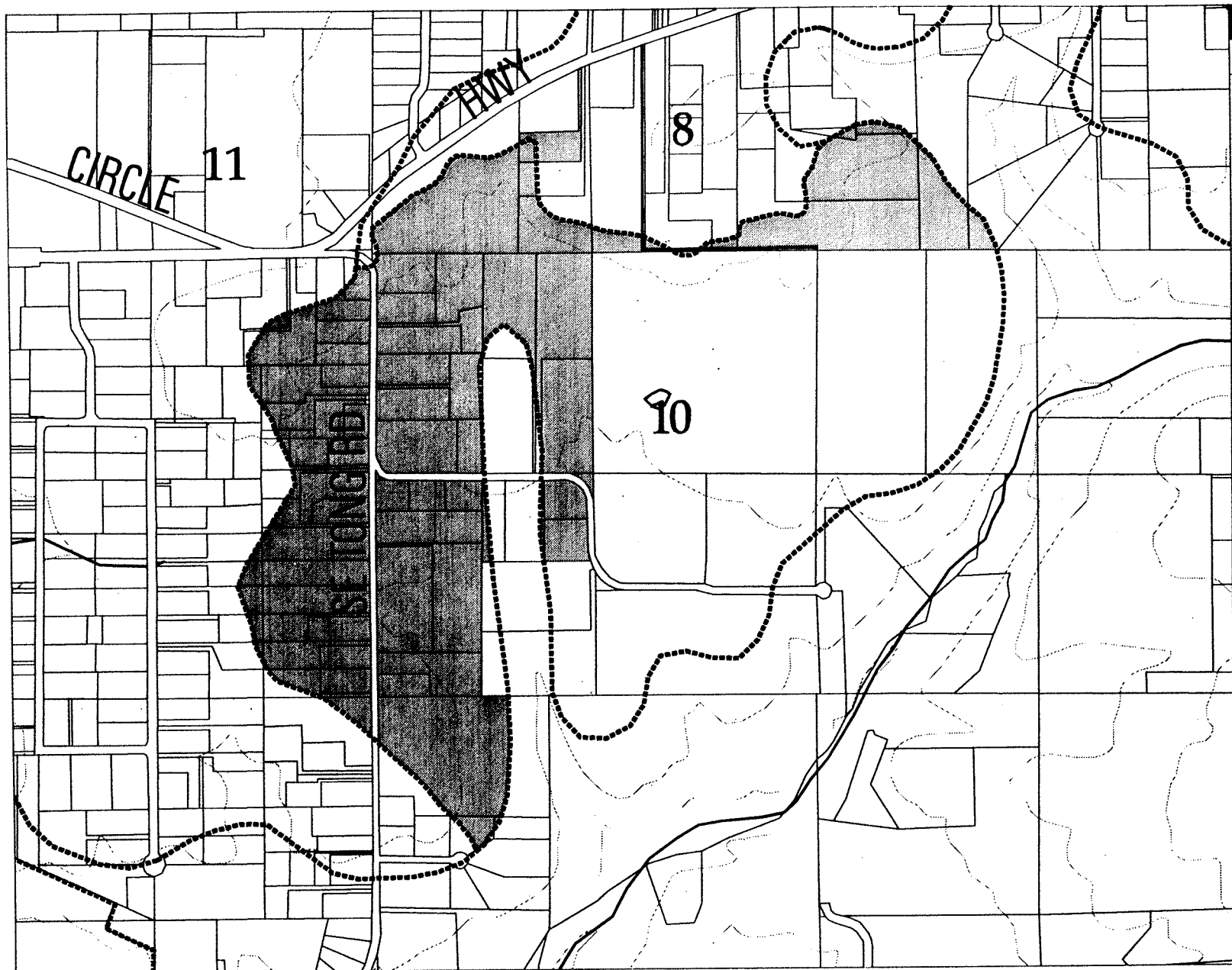
Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #10







600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-1982

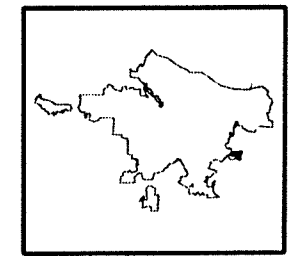


Urban Reserves

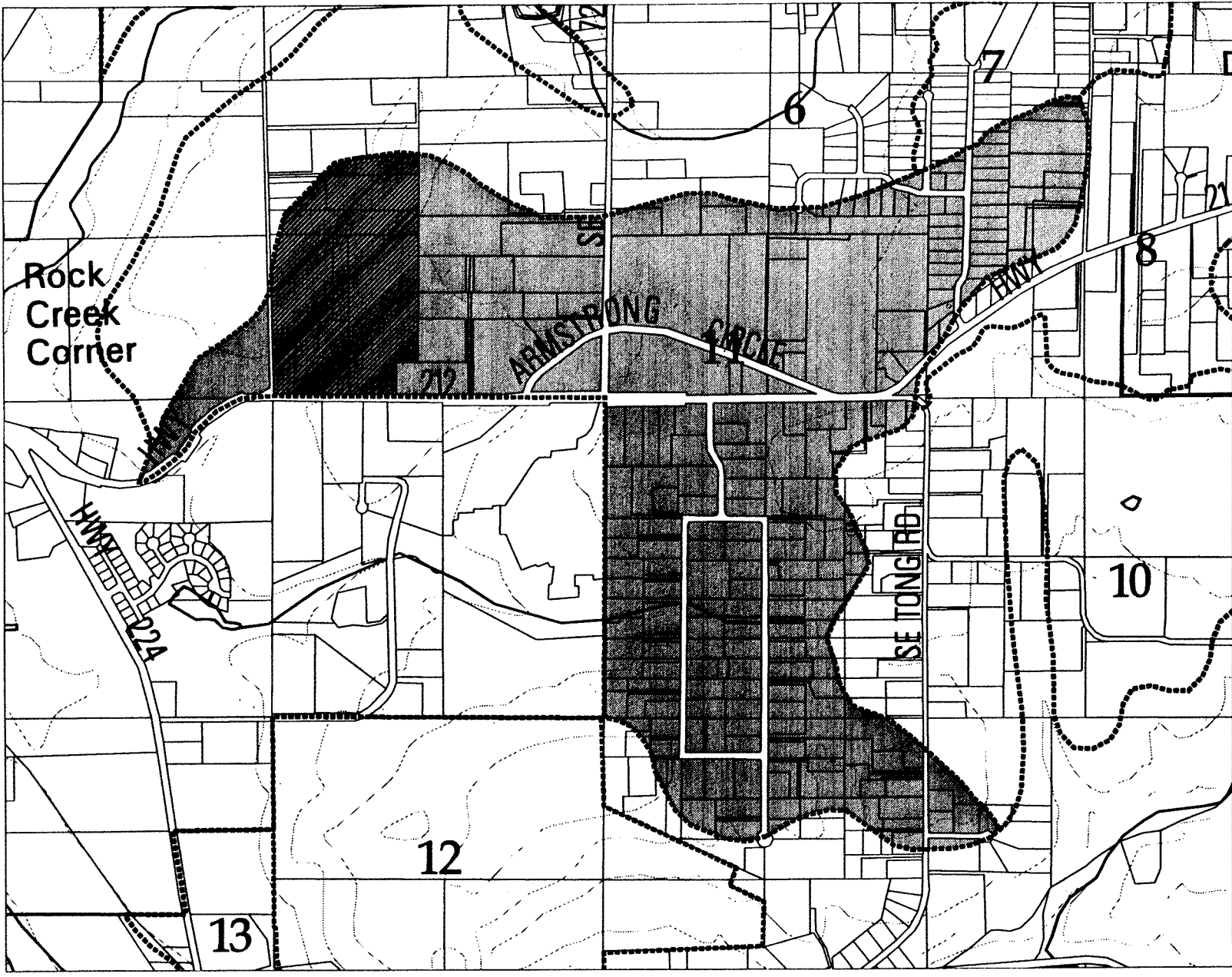
Designated By
Metro Council Vote 12-12-96

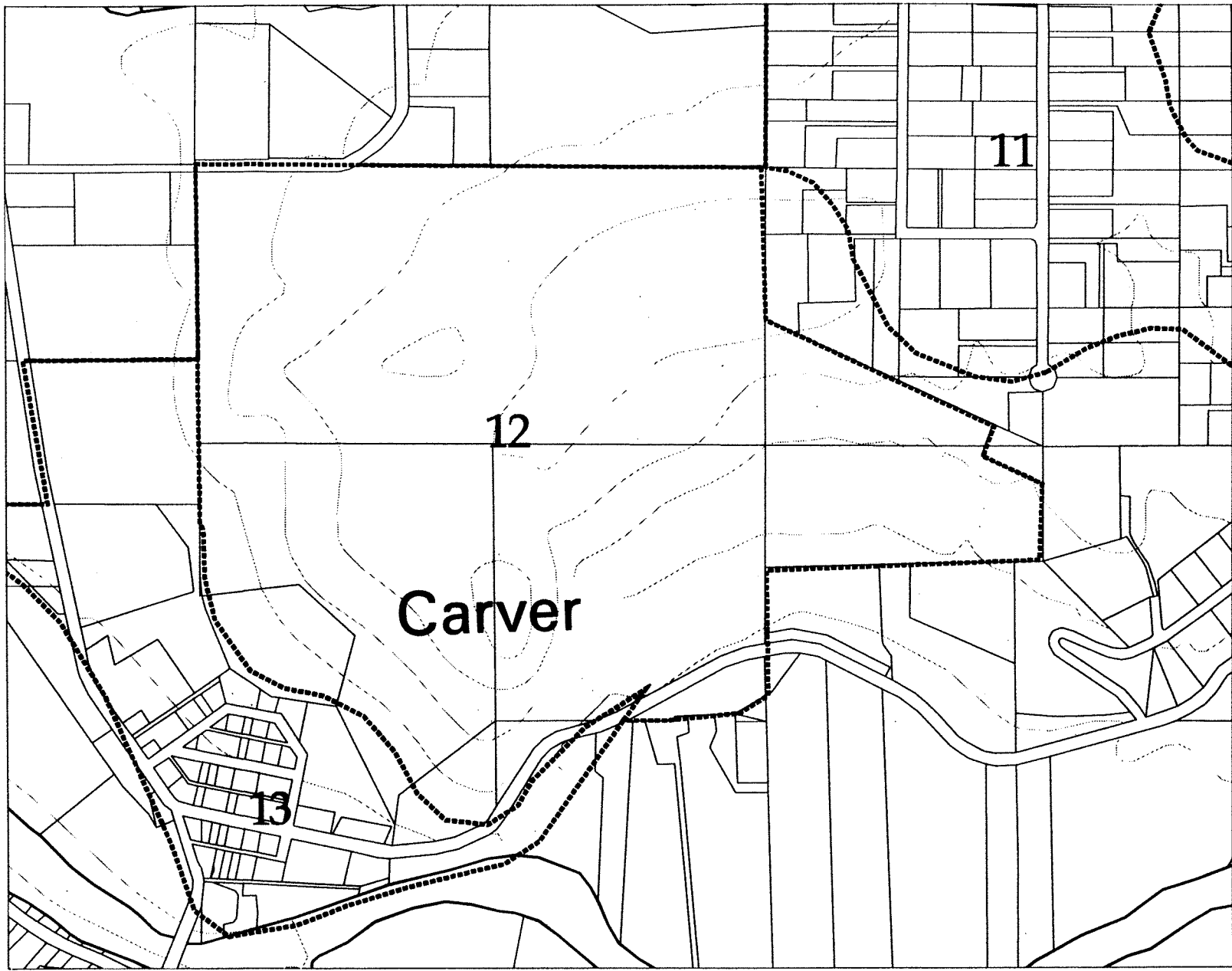
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #11



600 NE Grand Ave
Portland, OR 97132-2756
(503) 797-1262





R L I S

Regional Land Information System

Urban Reserves

Designated By
Metro Council Vote 12-12-96

- Land in Reserves
- EFU Land in Reserves
- Original Study Area Boundary
- Urban Growth Boundary

MAP #12





NONE INCLUDED

600 NE Grand Ave
Portland, OR 97232-3756
(503) 797-2902

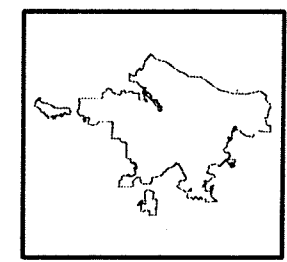
METRO

Urban Reserves

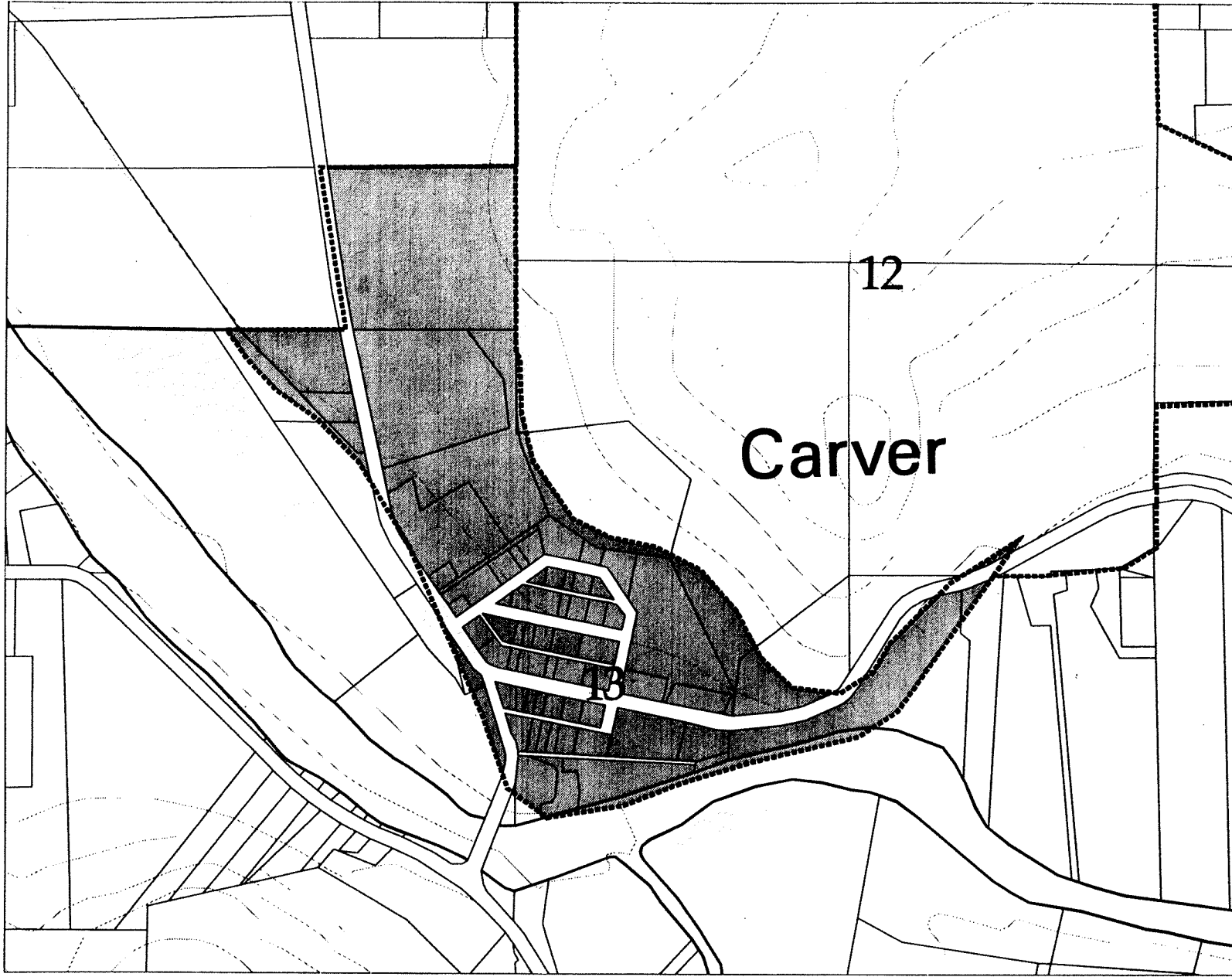
Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #13







600 NE Grand Ave
 Portland, OR 97232-2736
 (503) 797-1762

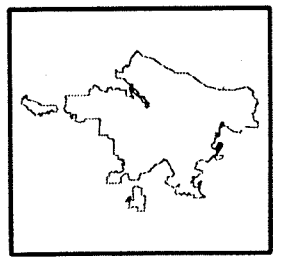


Urban Reserves

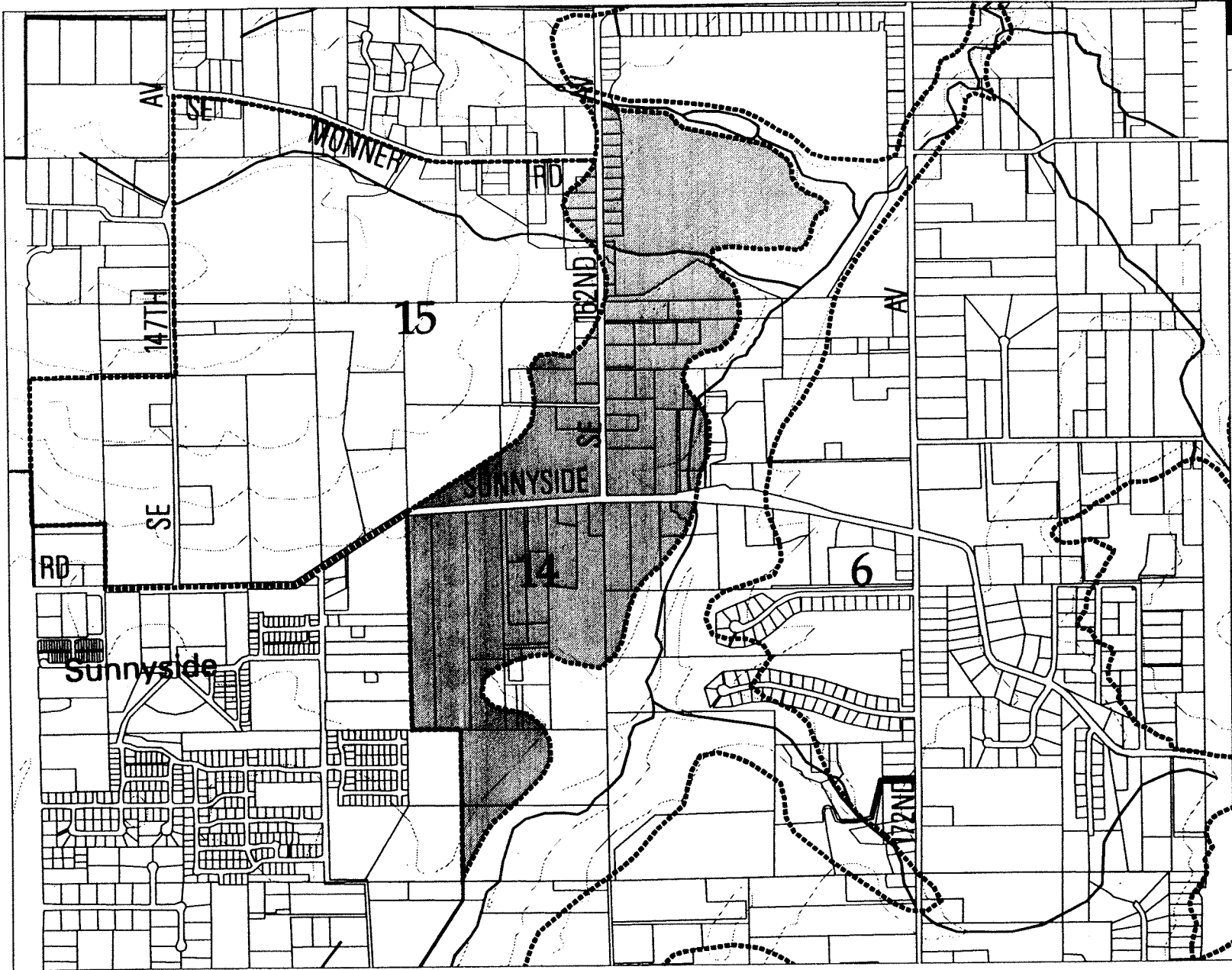
Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #14







600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1762

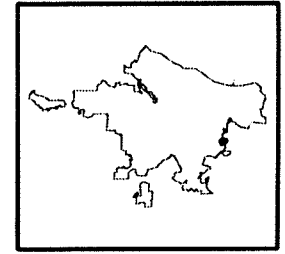


Urban Reserves

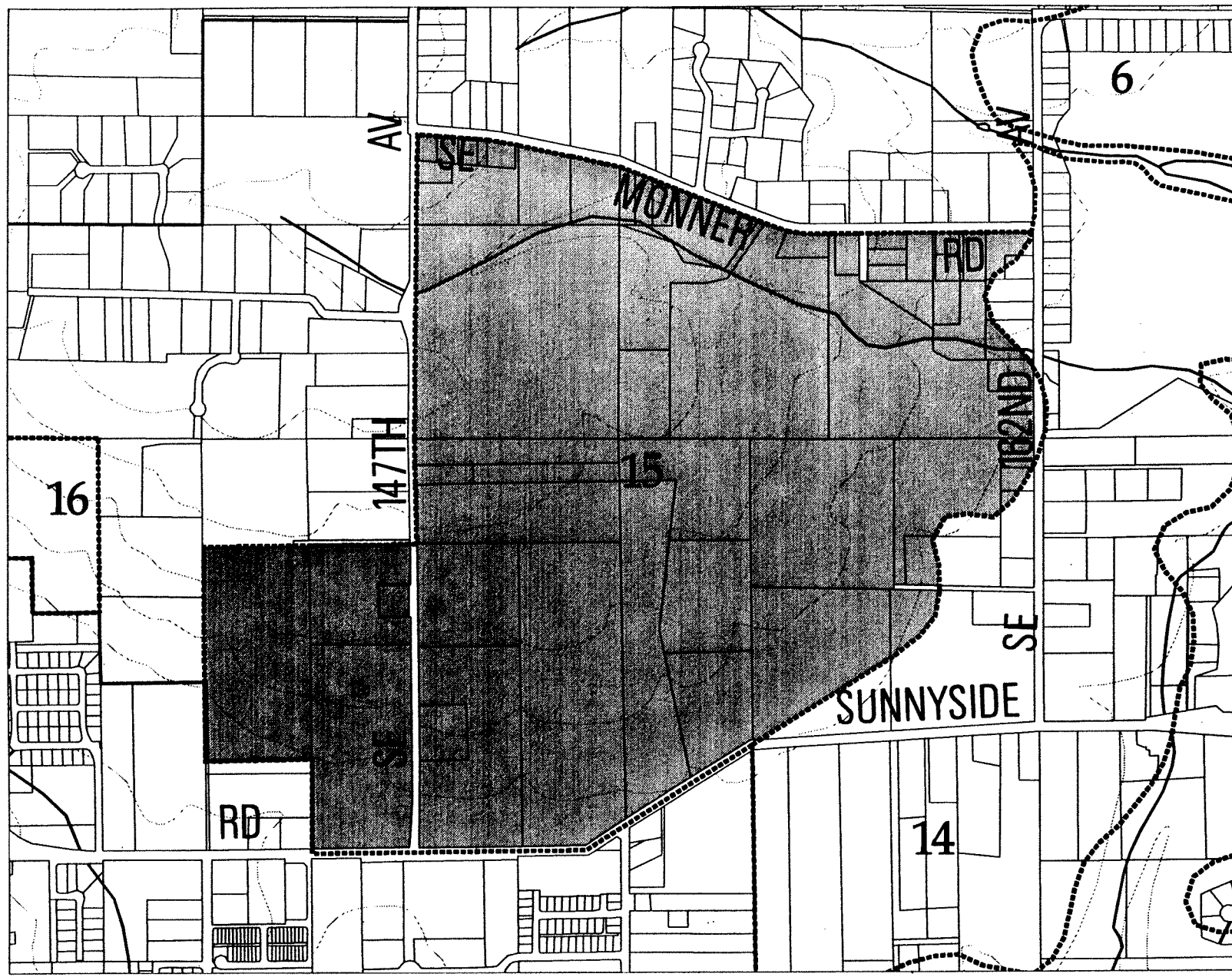
Designated By
Metro Council Vote 12-12-96

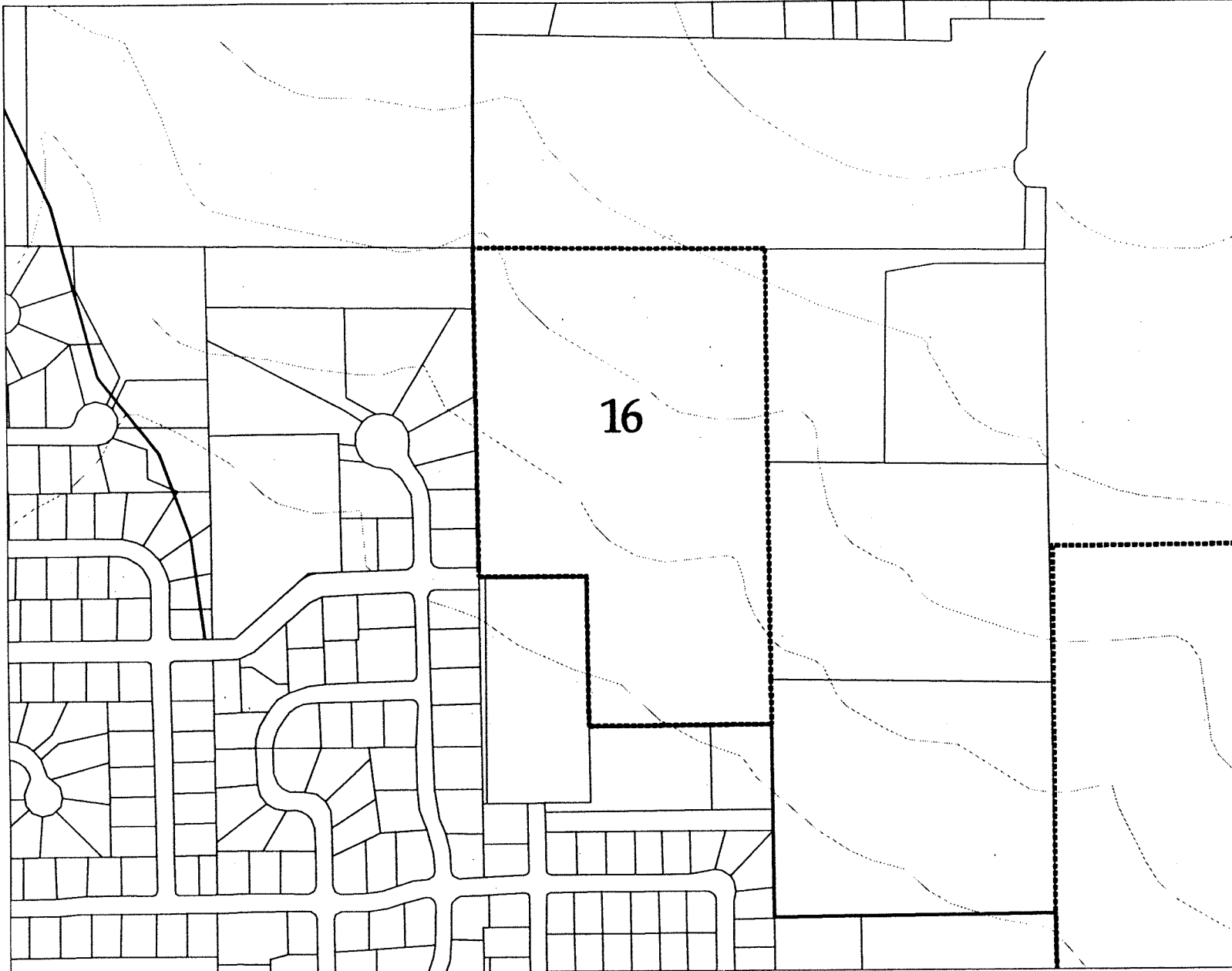
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #15



600 NE Grand Ave
Portland, OR 97232-2796
(503) 797-1292









R L I S

Regional Land Information System

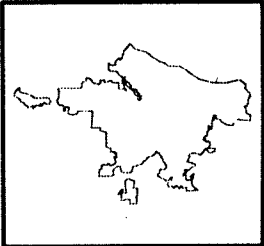
Urban Reserves

Designated By
Metro Council Vote 12-12-96


-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #16

NONE INCLUDED







600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1242



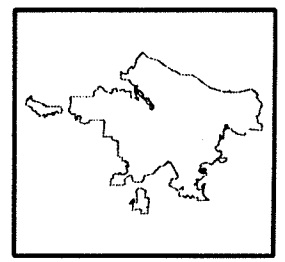
Regional Land Information System

Urban Reserves

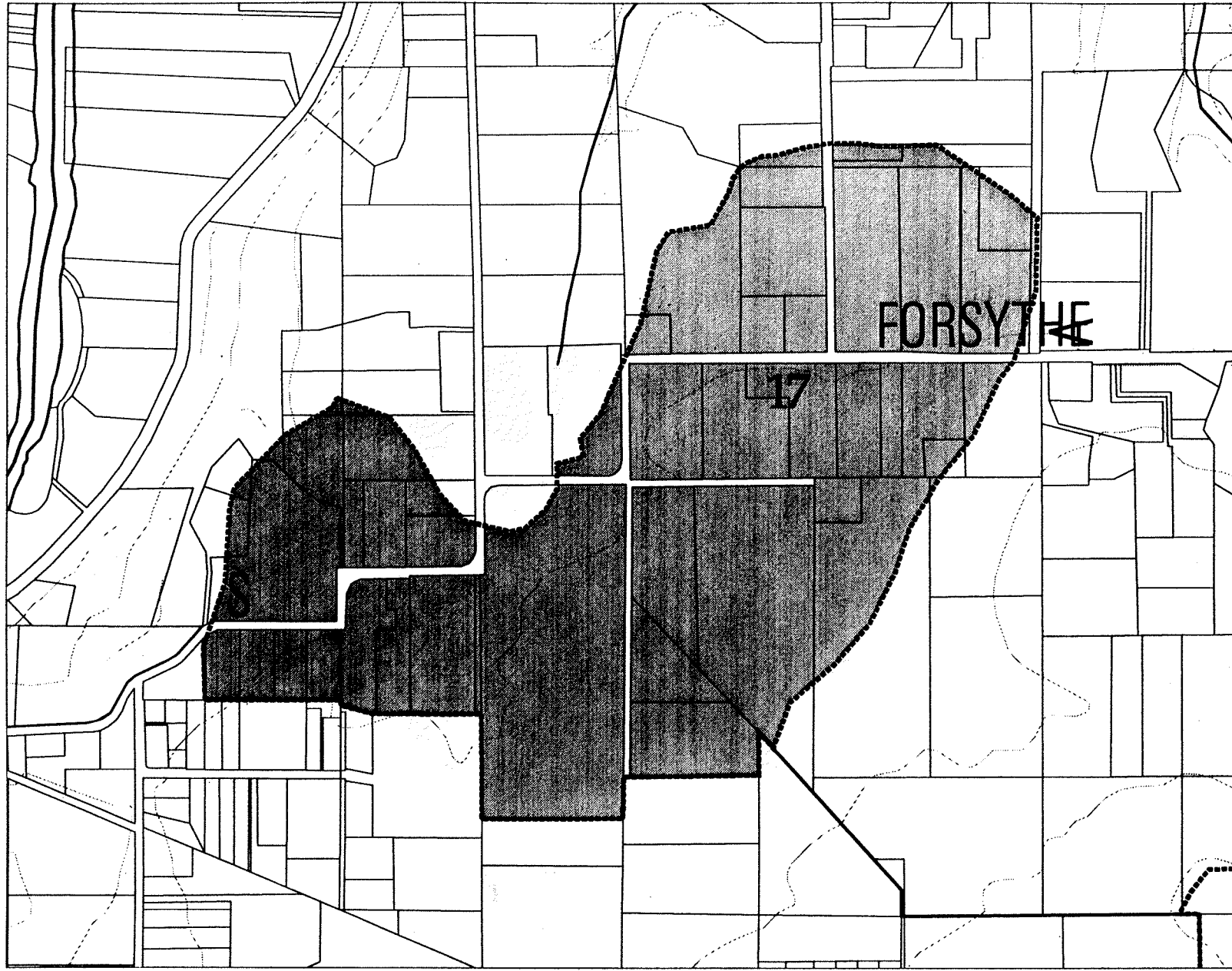
Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #17







600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1962

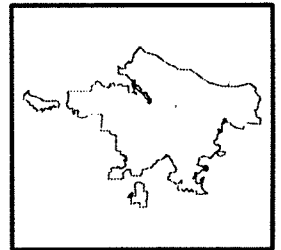


Urban Reserves

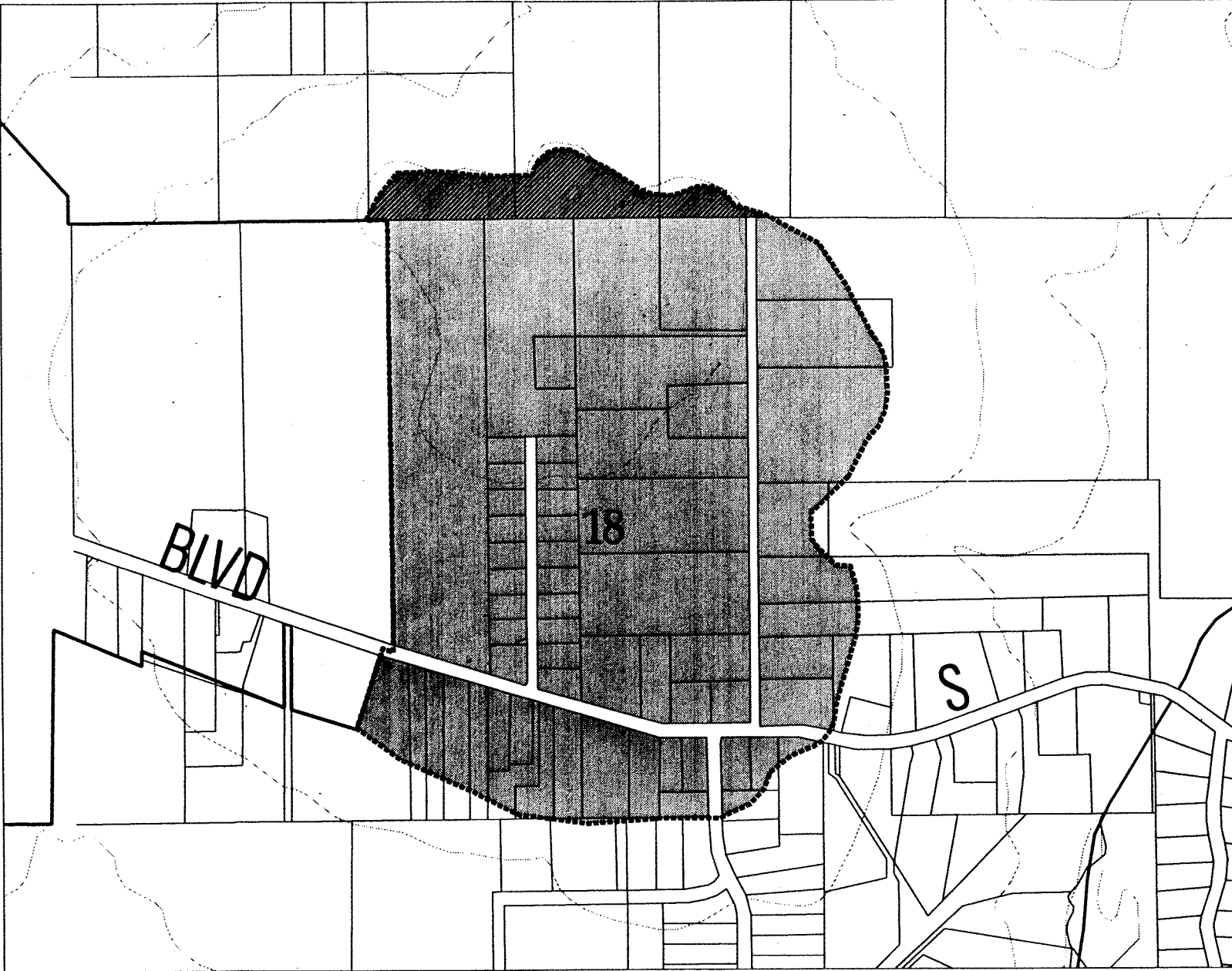
Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #18







600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-3762

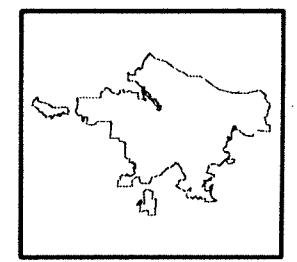


Urban Reserves

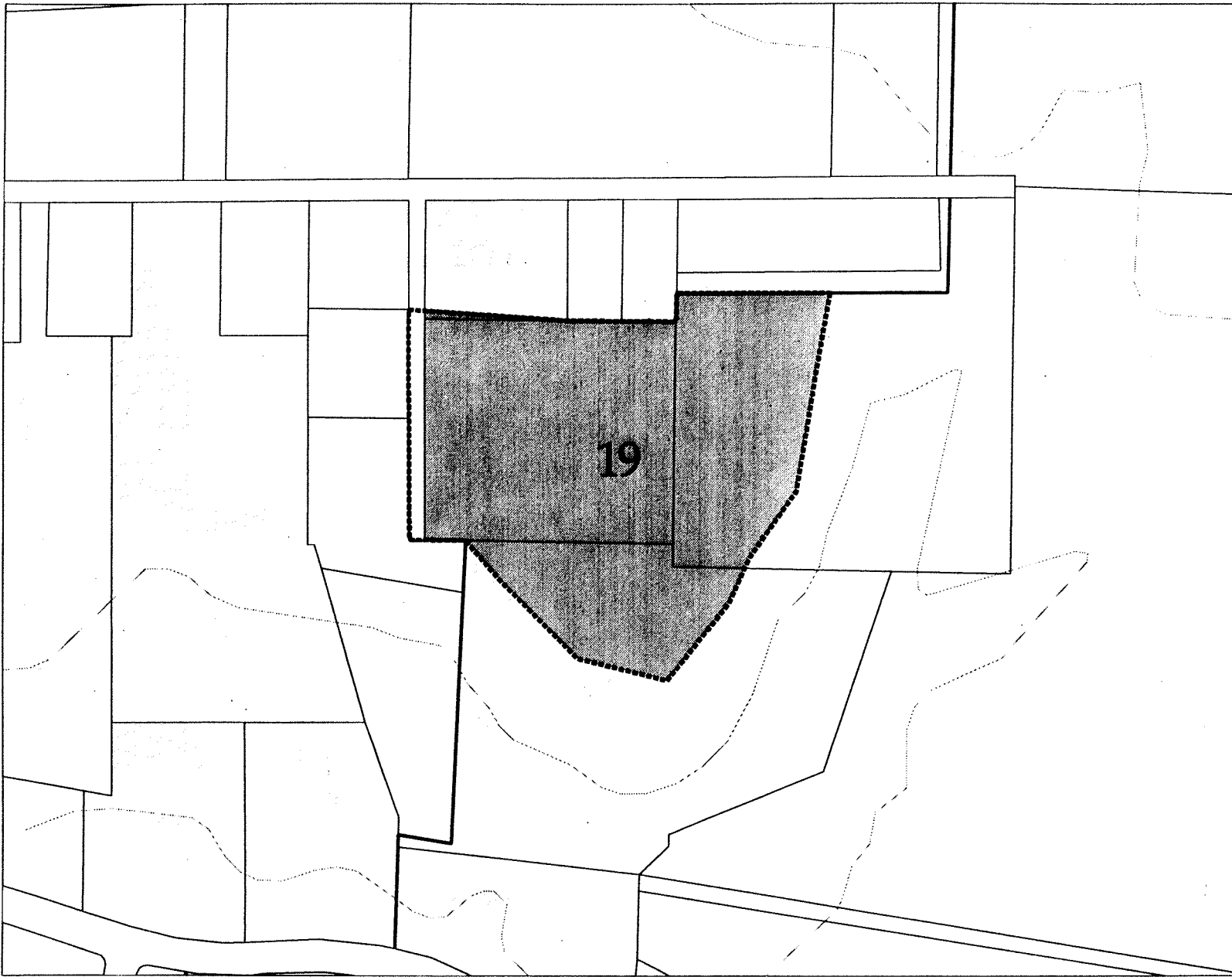
Designated By
Metro Council Vote 12-12-96

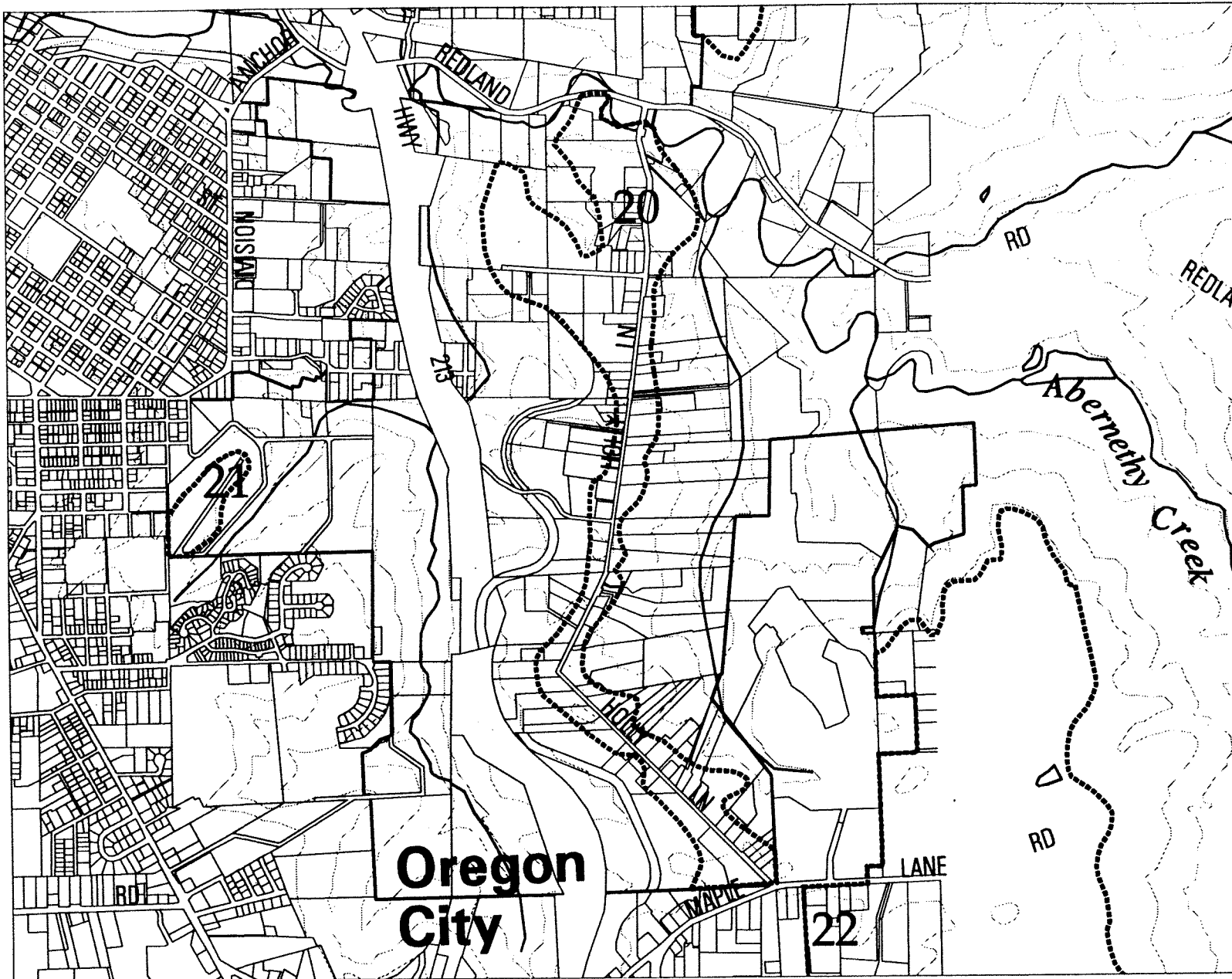
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #19







600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-1762





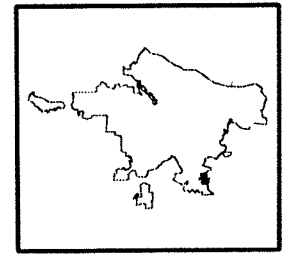
Urban Reserves

Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #20

NONE INCLUDED







608 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1262



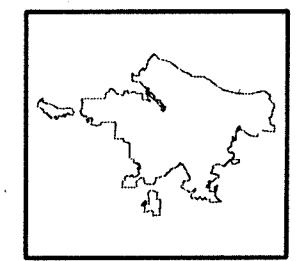
Urban Reserves

Designated By
Metro Council Vote 12-12-96

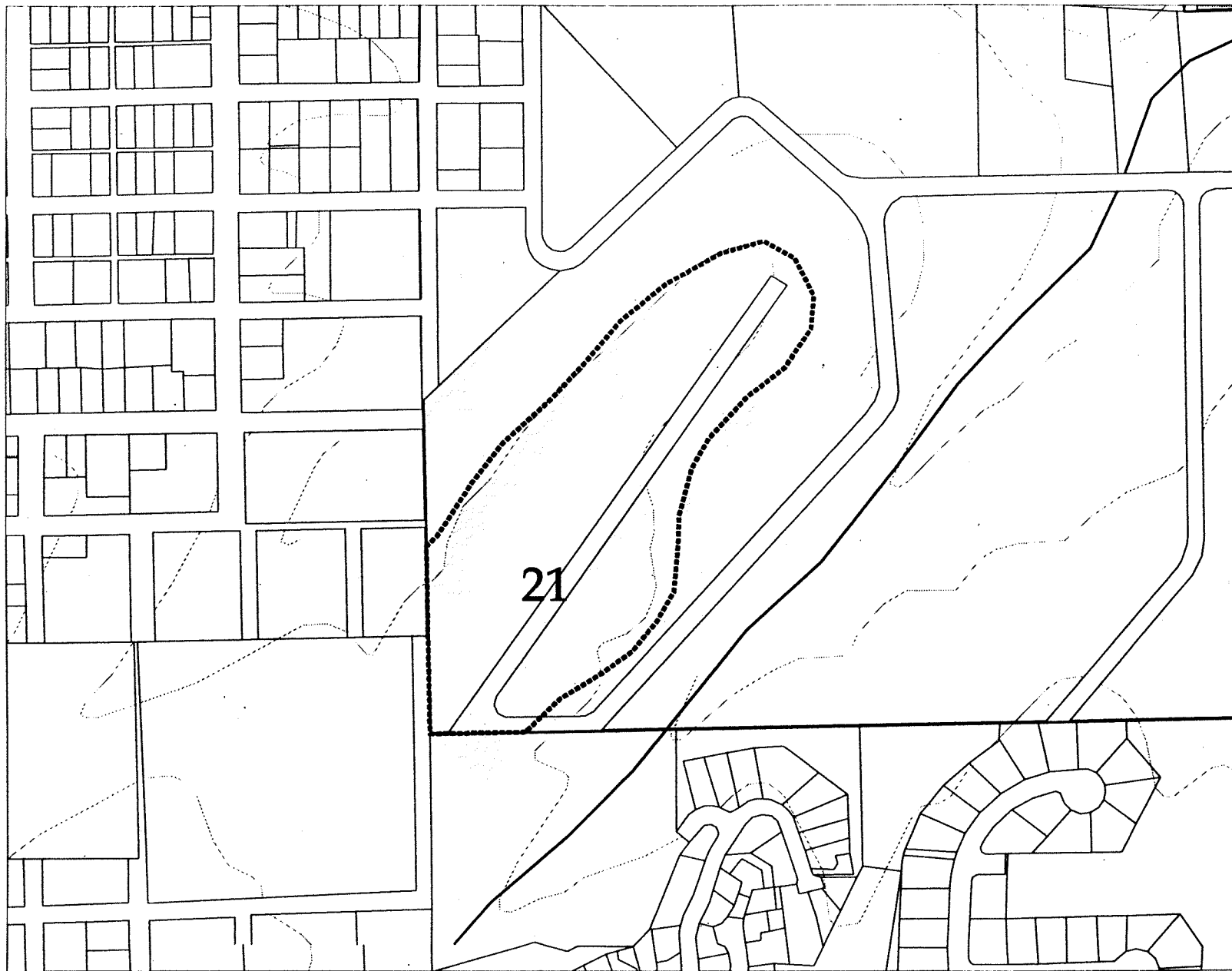
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

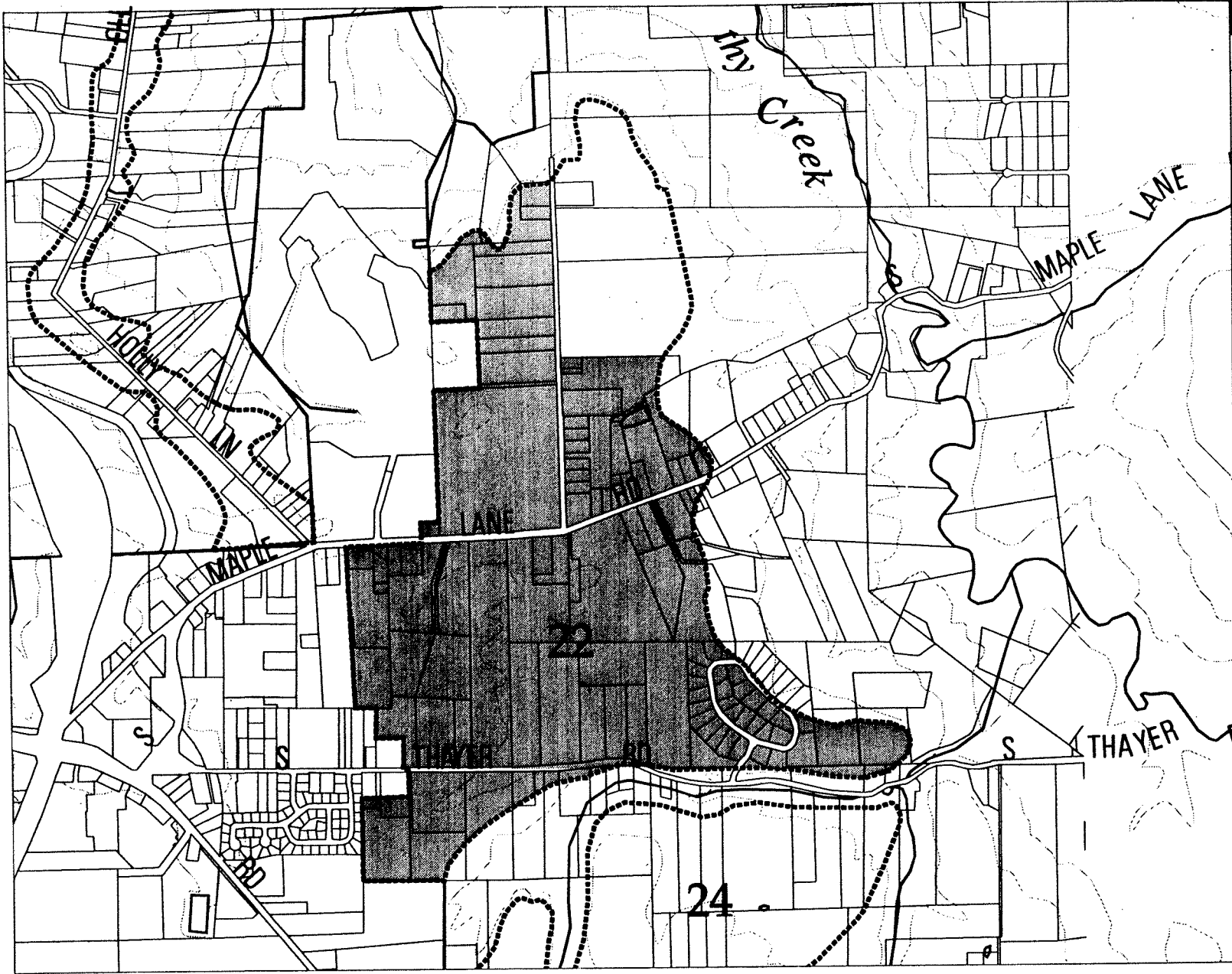
MAP #21

NONE INCLUDED







600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-3942



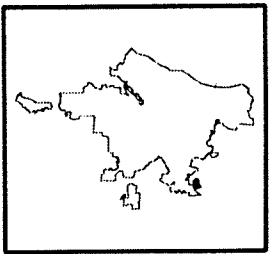


Urban Reserves

Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #22







600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-1762

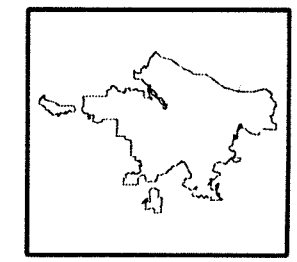


Urban Reserves

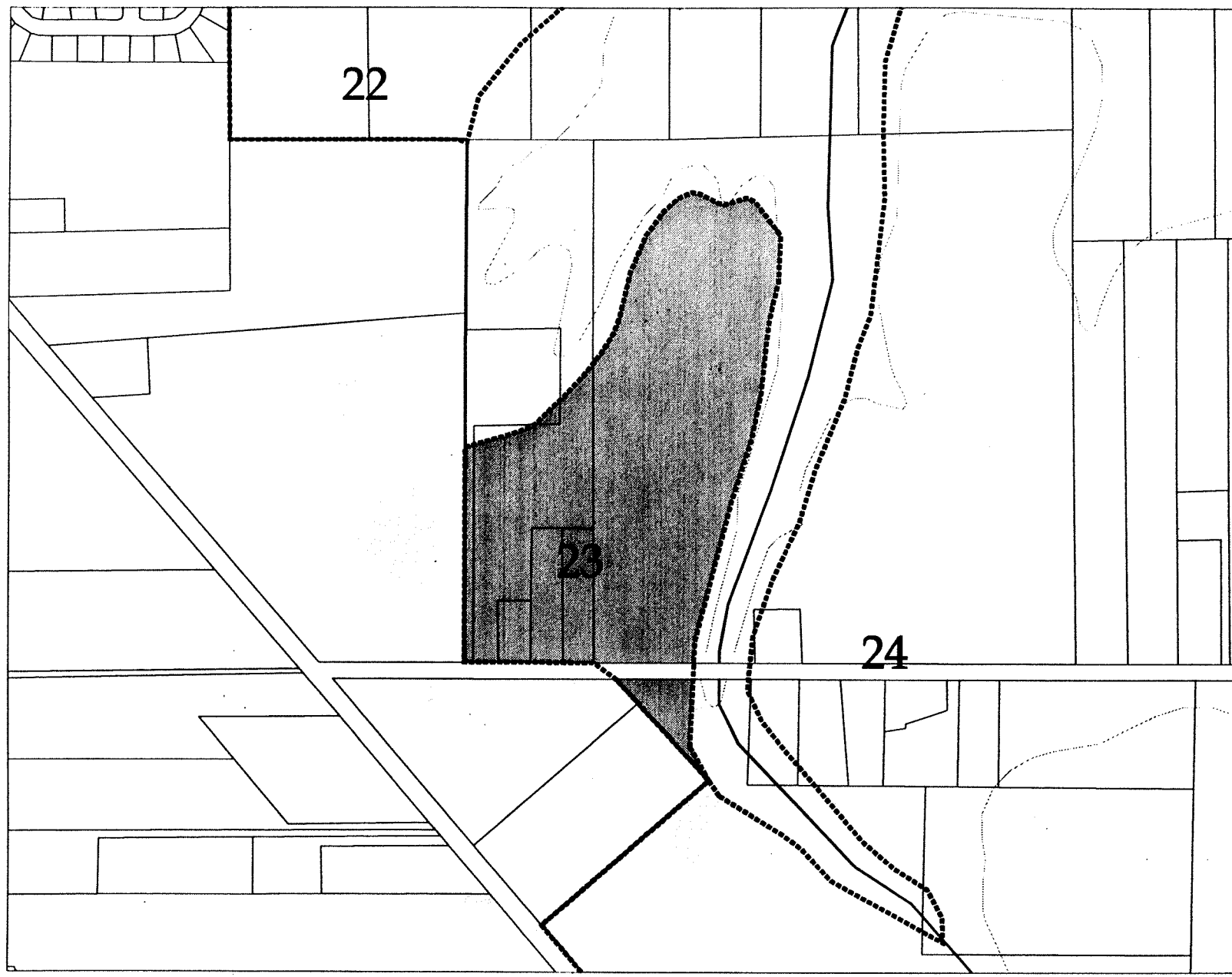
Designated By
Metro Council Vote 12-12-96

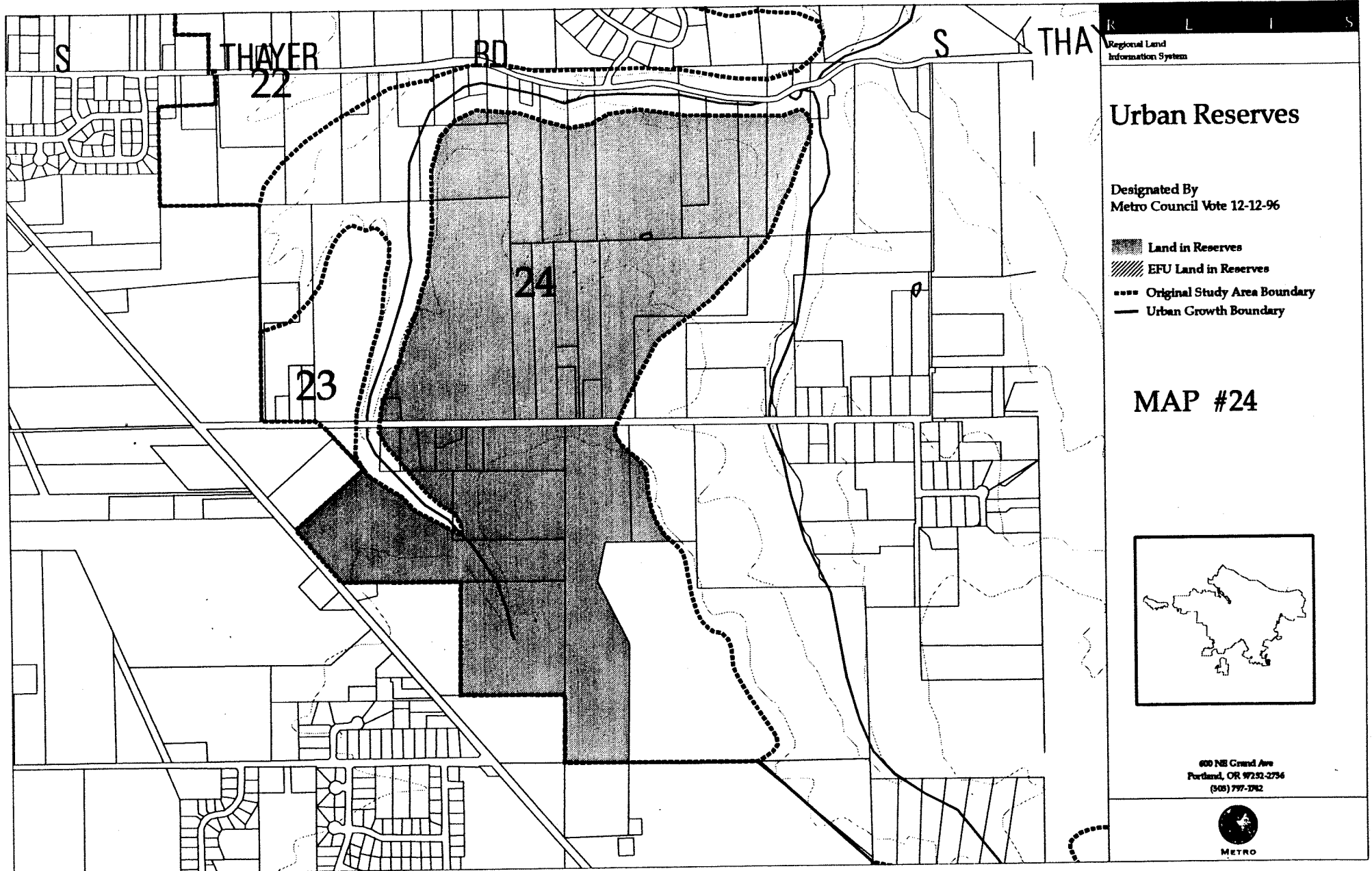
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #23







600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-1762



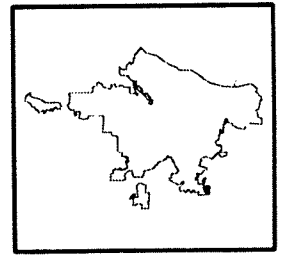


Urban Reserves

Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #24







600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-7962



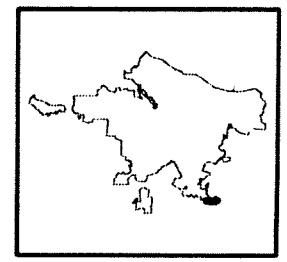
Regional Land
Information System

Urban Reserves

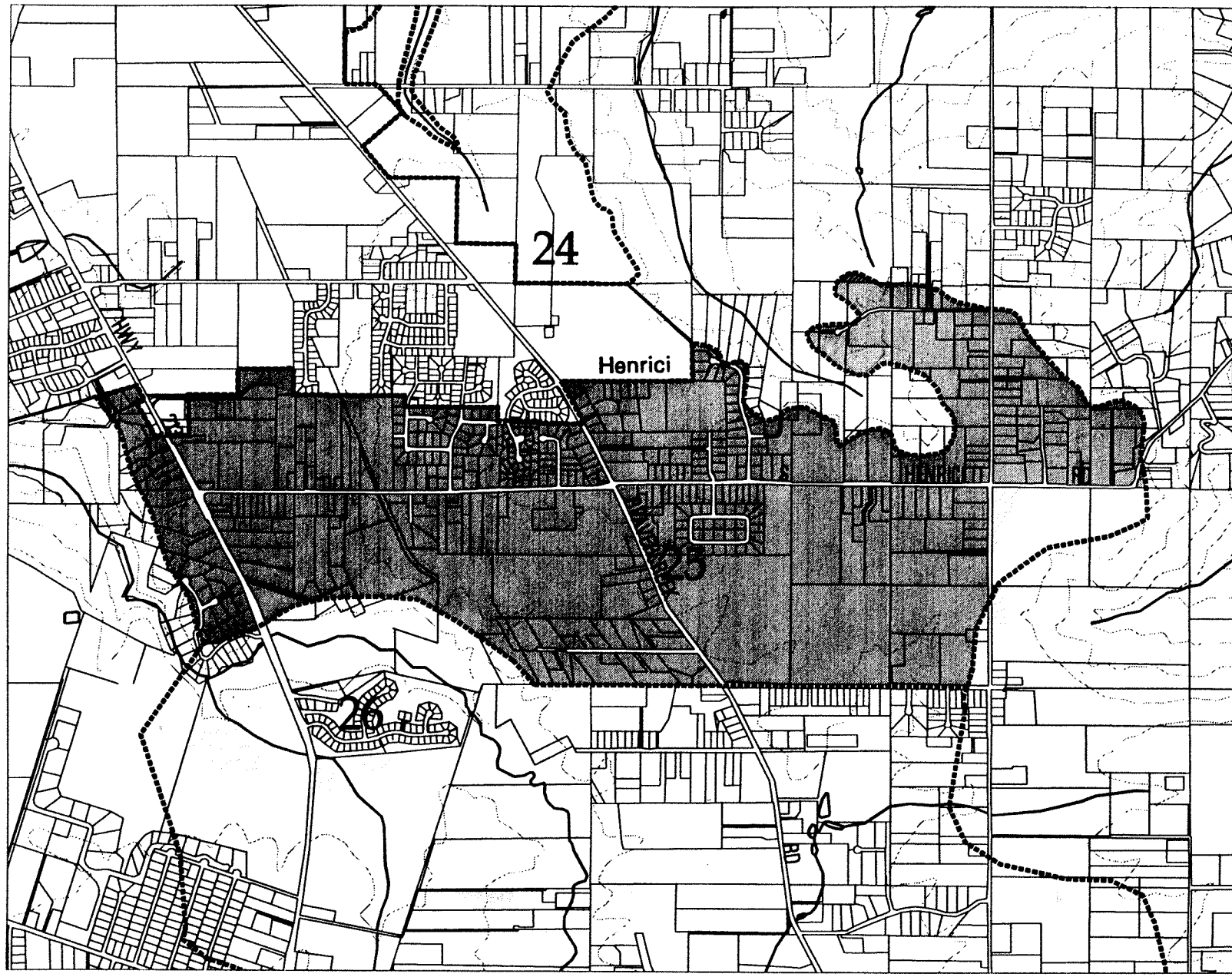
Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #25







600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-1262

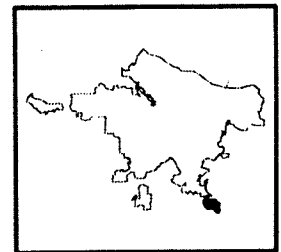


Urban Reserves

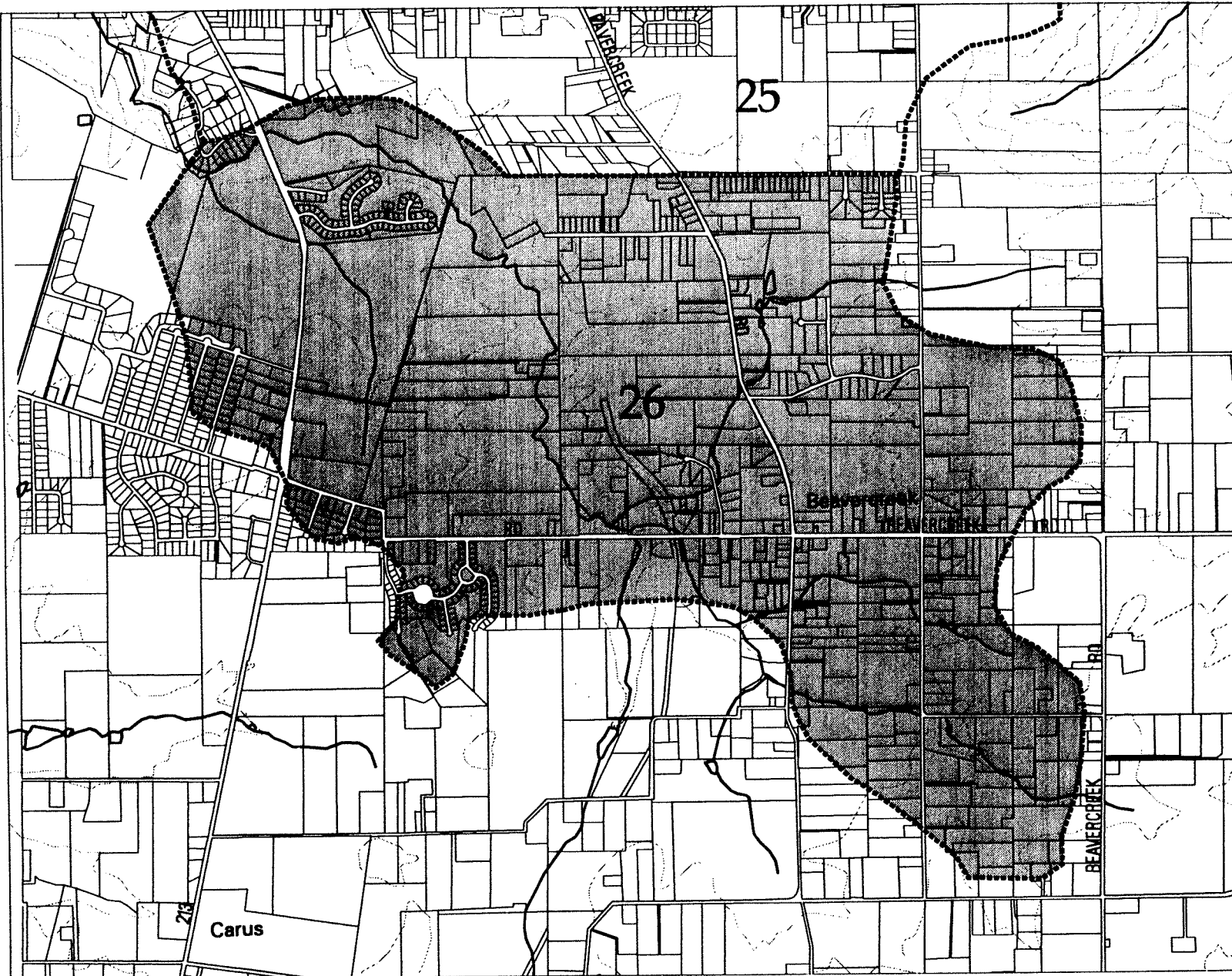
Designated By
Metro Council Vote 12-12-96

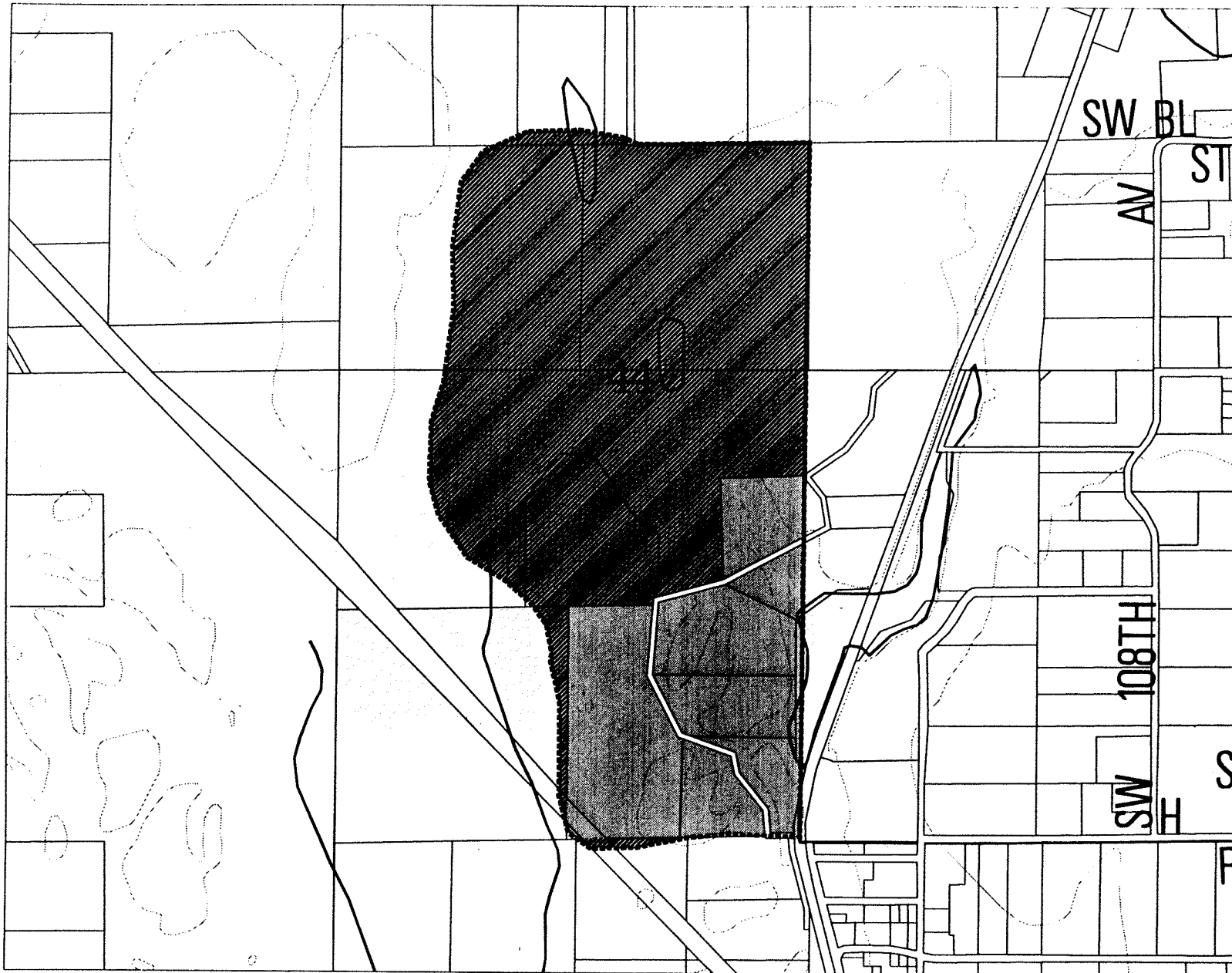
-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #26



600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1762









R L I S

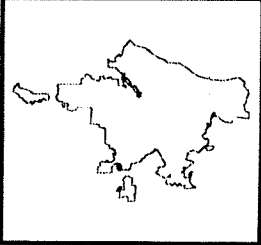
Regional Land Information System

Urban Reserves


Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #44







600 NE Grand Ave
Portland, OR 97232-2756
(503) 797-3762

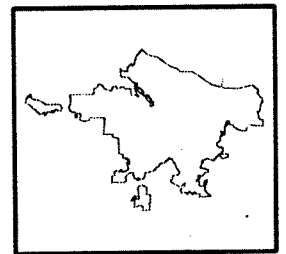


Urban Reserves

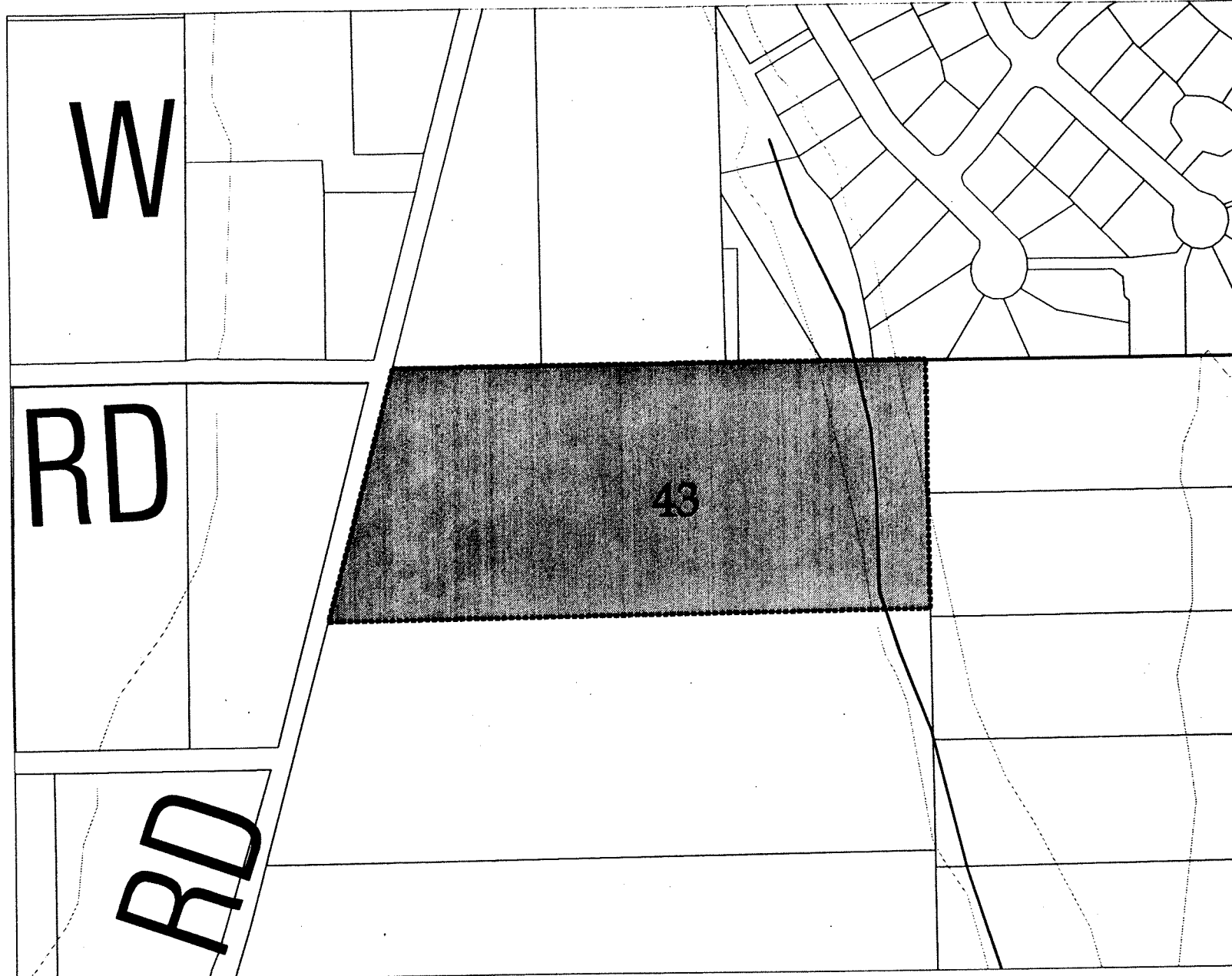
Designated By
Metro Council Vote 12-12-96

-  Land in Reserves
-  EFU Land in Reserves
-  Original Study Area Boundary
-  Urban Growth Boundary

MAP #43



600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1982



of that parcel was within the 100 year flood plain and would be very difficult to develop. He stated that in order for a watershed to function correctly it needed to have protection for the small perennial streams and intermittent streams that deliver water to those areas.

Councilor McFarland discussed options of expanding or saving streams with Mr. Uebel.

Jeff Uebel stated that he would heartily endorse higher density within the existing Urban Growth Boundary to protect Johnson Creek and that the management plan they had come up with would work to improve conditions there. He stated many different types of government agencies participated in the Watershed Council and a lot of citizens put a lot of time and effort into the management plan. They would all be insisting on quite expensive mitigation measures to try and control additional flood problems downstream and to try and control the pollution from entering the streams.

Presiding Officer Kvistad asked if anyone else would like to speak as the testimony cards had run out.

Lester Johnson introduced himself and stated that he owned 38 acres on the North Fork of Johnson Creek. He stated that in the middle of that 38 acres was a street with over 30 homes which had been there a long time on septic tanks. He stated that Johnson Creek was not clean water because of the overflow from the septic tanks and the surface water from surrounding areas going directly into it. He stated that in order to keep Johnson Creek clean would take a sewer.

Presiding Officer Kvistad asked if anyone else had comments or questions. No one did so he thanked Mayor McRobert for hosting the meeting and the people for coming. He invited anyone who wished to write letters. He mentioned the next Listening Post meetings would be Monday in Oak Grove and Tuesday in Beaverton and Thursday at the Metro Council Office.

Presiding Officer Kvistad closed the Listening post at 6:50 p.m. and adjourned the meeting.

Prepared by,

Chris Billington
Clerk of the Council

Cheryl Grant
Support Staff

*Addendum/Attachments

A copy of the originals of the following documents can be found with the Permanent Record of this meeting, in the Metro Council Office.

Document Number	Document Name	Document Date
111496-01	Jim Crumley Community Development Director City of Happy Valley 12915 SE King Rd. Portland, OR 97236	09/12/96

HON. RANDY NICOLAY
Mayor

JAMES ROBNETT
BARBARA SMITH
VERNE SCHOLZ
JAMES OLSEN

City Administrator
WILLIAM H. BRANDON

City Recorder
CAROL K. PETERS
September 12, 1996

John Fregonese, Director
Growth Management Dept.
METRO
600 NE Grand
PORTLAND, OR 97232-2736

RE: Urban Reserve area #15

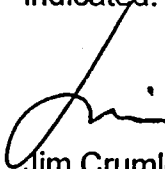
Dear Mr. Fregonese,

The City of Happy Valley has reviewed with considerable interest the Executive Officer's Recommendations on Urban Reserves as presented to MPAC on September 11, 1996. It is noted that Mr. Burton's recommendation for Study Area #15 is considerably larger than originally requested by Clackamas County.

The City of Happy Valley had previously requested that the study area, as proposed by Clackamas County be enlarged so as to be contiguous to the City's existing UGMA boundary. The Executive Officer's recommendation has done that, and more. The City of Happy Valley now requests that the study area be expended yet further to include the "hatched" area shown on the attached map.

This additional area will provide means for a gravity flow sanitary sewer to serve the fully developed Eastbourne Downs subdivision, shown, which is currently being served by a combined subsurface septic system. The requested expansion could possibly serve additional properties to the north and west as well.

Please advise me on how best to proceed in our efforts to expand Study Area #15 as indicated.



Jim Crumley
Community Development Director

cc: Bill Brandon, City Administrator







City of Happy Valley



TELEPHONE (503) 760-3325
12915 S.E. KING ROAD
PORTLAND, OR 97236-6298
FAX (503) 760-9397

Executive Officer Recommendations

Urban Reserves
September 3, 1996

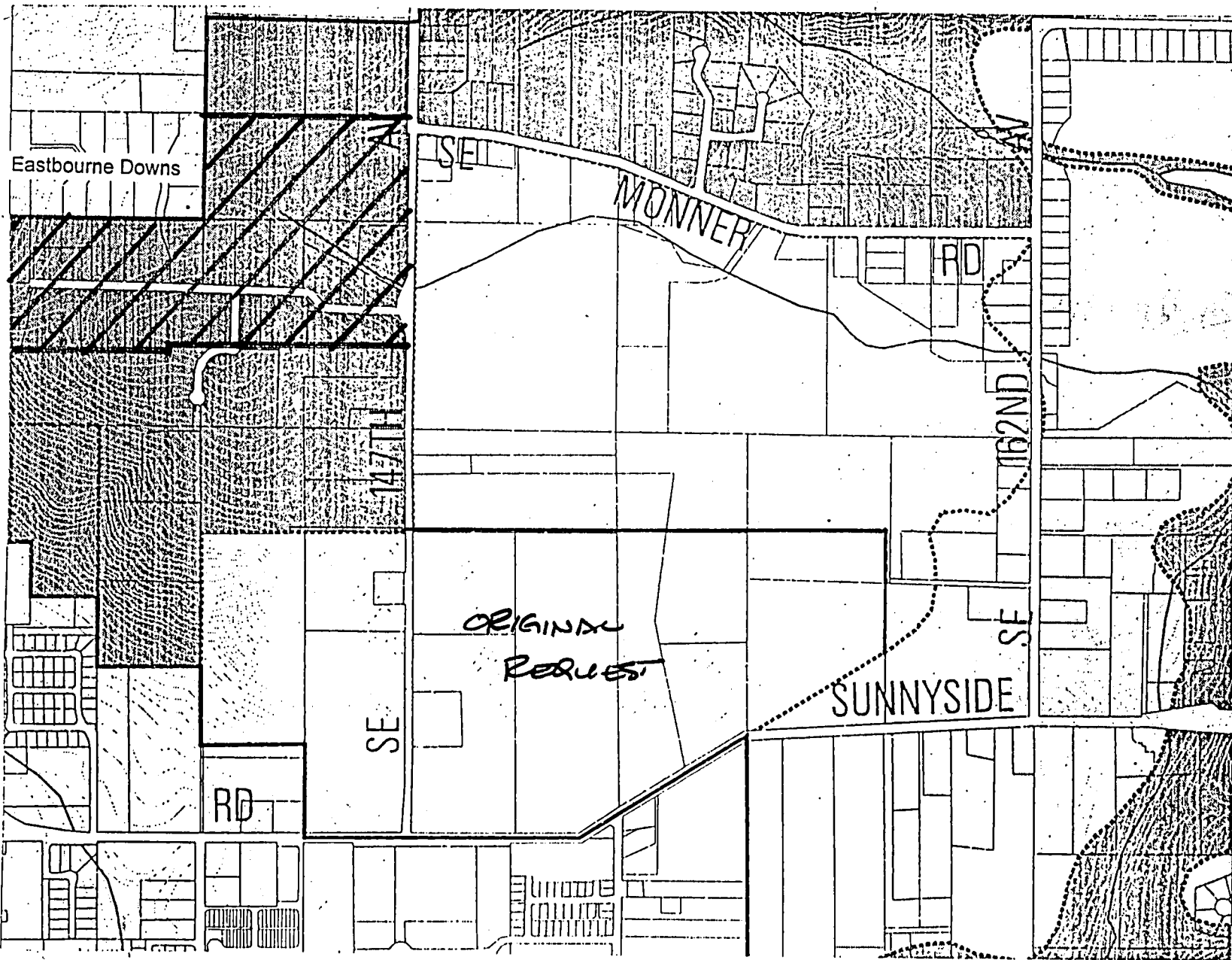
-  Recommended URSA
-  UGB
-  Other URSA
-  Outside UGB and URSA
-  Specific Study Area
-  Urban Growth Boundary

MAP #15

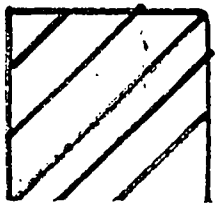
Acres EFU Acres
347.25 0.000



600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1242



9/3/90/plu@metro.or.gov, plot date: August 29, 1996



REQUESTED EXPANSION AREA
± 30 AC.