

**REQUEST FOR
PROPOSALS**

**COMPREHENSIVE PARKS, RECREATION AND OPEN SPACE SYSTEM
MASTER PLAN UPDATE**

WEST LINN, OREGON

CITY COUNCIL

The Governing Body of the
City of West Linn

RUSS AXELROD, MAYOR

JENNI TAN, Council President

THOMAS FRANK, Councilor

BOB MARTIN, Councilor

BRENDA PERRY, Councilor

Eileen Stein, City Manager

Ken Worcester, Parks & Recreation Director

CITY REQUEST FOR PROPOSALS OPENING

DATE: October 20, 2016

PLACE: The City of West Linn Parks and Recreation Department

22500 Salamo Road #1100, West Linn, Oregon 97068

TIME 2:00 PM

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REQUEST FOR PROPOSALS

Notice is hereby given that the City of West Linn, through its City Council will receive sealed proposals until **2:00 p.m. Thursday October 20, 2016** in the Office of Parks and Recreation, 22500 Salamo Road #1100, West Linn, Oregon 97068 for the following:

COMPREHENSIVE PARKS, RECREATION AND OPEN SPACE SYSTEM MASTER PLAN UPDATE

WEST LINN, OREGON

Proposals will be publicly opened after 2:00 p.m. that same day. Proposals received after the above mentioned times and dates shall be considered non-responsive.

The proposed work generally consists of the planning and update of a Comprehensive City-wide Parks, Recreation and Open Space System.

Proposals shall be submitted on the prescribed form and in said manner as indicated in the proposal documents. Use of recycled material is encouraged and the City reserves the right to use recycled material provided the provisions of ORS 279.A.125 are met.

The City of West Linn reserves the right to reject any or all proposals, to postpone the award for 60 days, to delete certain items from the Proposal and to award the contract to the best possible proposer. Any proposal not in compliance with prescribed public bidding procedures and requirements will be rejected.

Proposal format and other related information is available on line under the business tab at <http://bids.westlinnoregon.gov/> No proposals will be received or considered after that time.

Sealed proposals are to be sent to Ken Worcester, Parks and Recreation Director, 22500 Salamo Road #1100, West Linn, Oregon 97068. Each proposal must contain a statement as to whether the vendor is a resident vendor, as defined in ORS 279.A.120.

The West Linn City Council reserves the rights to reject any and all proposals not in compliance with all prescribed public bidding procedures and requirements, reject for good cause any and all proposals upon the finding that it is in the public interest to do so and waive any and all informalities.

Ken Worcester, Parks and Recreation Director

SECTION 2 INSTRUCTIONS AND CONDITIONS

2.1 **GENERAL:**

Proposers must study carefully and conform to these "Instructions and Conditions" so that their proposals will be regular, complete and acceptable.

2.2 **PROPOSALS:**

All proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this solicitation.

All proposals must be signed in ink in the blank spaces provided herein (Section 3). If a firm or partnership makes the proposal, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If a corporation makes the proposal, an official who is authorized to bind the contractor must sign it in the name of such corporation.

2.3. **DELIVERY OF PROPOSALS:**

All proposals must be submitted in a sealed envelope, bearing on the outside the name and address of the contractor, the name of the project for which the proposal is submitted and the time and date of the scheduled opening. If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to the Ken Worcester, Parks and Recreation Director, 22500 Salamo Road #1100, West Linn, Oregon 97068.

2.4. **RECEIPT AND OPENING OF PROPOSALS:**

Proposals shall be submitted prior to the time fixed in the advertisement for proposals. Proposals received after the time so designated will be considered late proposals and will be returned unopened.

No responsibility will be attached to any official of the City for the premature opening of, or the failure to open, a proposal not properly addressed and identified.

At the time fixed for the opening, the proposals shall be opened so as to avoid disclosure of contents to competing proposals during the process of negotiation. A register of proposals shall be prepared and shall be open for public inspection after contract award. Once the closing time and date arrive, the names of the proposer submitting proposals are read publicly. No other information will be disclosed.

2.5. WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by written or electronic request received from the contractors prior to the time fixed for opening. Negligence on the part of the vendor in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. The proposal will be irrevocable until such time as the City Council:

1. Specifically rejects the proposal, or;
2. Awards a contract and said contract is properly executed.

Contractors' proposals must be valid for at least sixty (60) days.

2.6. MODIFICATIONS:

Any proposer may modify his/her proposal by submitting a new proposal at any time prior to the scheduled closing time for receipt of proposals. The new proposal must state it supersedes and replaces the previous proposal

2.7. ACCEPTANCE OR REJECTION OF PROPOSALS:

In the award of the contract, the City Council will consider the element of time, will accept the proposal or proposals which in their estimation will best serve the interests of The City of West Linn, and reserves the right to award the contract to the contractor whose proposal shall be best for the public good. The City Council reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal, which is incomplete, obscure or irregular, may be rejected. Only one proposal will be accepted from any one firm or association. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

The City shall, pursuant to ORS 279A.120 for the purposes of awarding the contract, add a percent increase on the proposal of a nonresident proposer equal to the percent, if any, of the preference given to that proposer in the state in which the proposer resides. "Resident proposer" means a proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the proposal, has a business address in this state and has stated in the proposal whether the proposer is a "resident proposer".

The City may accept any items or groups of items of any offer, unless the proposer qualifies his/her offer by specific limitations.

2.8. ADDENDA AND INTERPRETATIONS:

No oral interpretations shall be made to any proposer as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents.

Every request for an interpretation shall be made in writing and addressed to the Parks and Recreation Director and, to be given consideration, must be received at least ten (10) days prior to the date set for the opening of proposals. Any and all such interpretations will be mailed to all prospective proposers (at the respective address furnished for such purposes) not later than five days prior to the date fixed for the opening of proposals. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become as much a part of the contract documents as if bound herein.

2.9 NONDISCRIMINATION:

The successful contractor agrees that, in performing the work called for by this proposal and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

2.10 FAILURE TO SUBMIT OFFER:

If no offer is to be submitted, do not return the RFP. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, will not result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

2.11. PREPARATION OF OFFERS:

Proposers are expected to examine the specifications, and all instructions.

Each proposer shall furnish the information required by the solicitation. Proposers shall sign the solicitation and print or type their name on other submitted exhibits and each continuation sheet thereof on which an entry is made. The person signing the offer must initial erasures or other changes. Proposals signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished.

Proposers shall state a definite time for delivery of supplies or for performance of services.

Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

2.12. SPECIFICATIONS LIMITING COMPETITION:

Proposers may comment on any specification or requirement contained within this RFP, which they feel limits competition in the selection of a proposer to perform the services herein defined. Such comments must be in writing, and are to be addressed to the Parks and Recreation Director, 22500 Salamo Road #1100, West Linn, Oregon 97068.

2.13. EMPLOYEES NOT TO BENEFIT:

No employee or elected official of The City of West Linn shall be admitted to any share or part of this contract or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2.14. CITY FURNISHED PROPERTY:

No material, labor or facilities will be furnished by the City unless otherwise provided for in the Request for Proposals.

2.15. DEFAULT:

The City may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified (to be determined) herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
3. In the event the City terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

5. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6. As used in paragraph (4) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

2.16. PAYMENTS:

The Contractor shall be paid, upon the submission of proper instruments as outlined below, the prices stipulated in the proposal for services rendered and accepted, less deductions, if any, as provided.

1. No claims will be considered for payment until the services are rendered with the exception of Solicitations or Purchase Orders that designate otherwise.

2. Payments will be made monthly, or as agreed, for any claims supported by an invoice and a duplicate.

3. The City of West Linn reserves the right, under this contract, to recover any damages due the City as specified in the clause of this contract entitled "Default".

2.17. PROTEST OF AWARD

The Notice of Intent to Award by The City of West Linn shall constitute a final decision of the City to award the contract if no written protest of the award is filed with the City Parks and Recreation Director within fourteen (14) calendar days from the notice of intent to award. If a protest is timely filed, the award is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award.

Right to Protest. Any actual proposer who is adversely affected or aggrieved by the City's award of the contract to another proposer on the same solicitation shall have fourteen (14) calendar days from the notice of intent to award to submit to the City Parks and Recreation Director a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved proposer with a right to submit a written protest, a proposer must be next in line for award, i.e. the protester must claim that all higher rated proposers are ineligible for award because they are non-responsive or non-responsible. The City will not entertain protests submitted after the time period established in this rule.

SECTION 3

PROPOSAL CONTENTS AND RESPONSE

City of West Linn

Parks, Recreation and Open Space System Master Plan Update Project Summary

Project Description

The purpose of the update to the Parks, Recreation and Open Space Master Plan (PROSMP) is to provide West Linn with a working policy tool for the planning, coordination and implementation of all new park and open space property acquisition, park facility development, and of the City's community recreation programs.

The PROSMP update will be adopted as part of the City West Linn's Comprehensive Plan, and at a minimum, will contain the following elements;

- Inventory and map of the existing City's and future urban areas' parks, open spaces, recreational facilities, and trail corridors.
- Area map of all future needed and recommended facilities, with overlay map of existing undeveloped sites suitable for these facilities.
- Comprehensive analysis (survey) of West Linn citizen's recreational facility and program desires, needs, and their willingness to support them.
- Design, maintenance, and use standards for existing and new facilities.
- Design, maintenance, and use standards for existing and future open spaces facilities.
- Funding and prioritization recommendations and strategies for the implementation of all proposed facilities and programs.
- Guidelines and recommendations for future staffing levels as new programs and facilities are added to the system.

Upon completion of the project, the PROSMP update will establish the framework for integration into and utilization of other work programs and plans that will be or have been developed separately from this project. These programs and plans include but are not limited to the, the City's existing Neighborhood Plans, Trail System Master Plan, Transportation System Plan, Comprehensive Plan, Parks System Development Charge Capital Improvement Plan, Citizens Vision "Imagine West Linn" and the METRO Greenspaces Master Plan.

Project Background

The City's current Park Recreation and Open Space Master Plan was adopted in 2007. While a useful tool, it was near impossible to anticipate the fast pace at which West Linn has been growing. In 1987, the projected population for the year 2002 was 19,000. West Linn passed that mark with 19,370 people as of 1995, and currently the City has passed the 25,500 mark.

With a projected future population to be 32,470, the need to plan for and provide parks space and programming in West Linn is even more pressing.

SECTION 3

PROPOSAL RESPONSE

Submitted by: _____

Address: _____

Date: _____ Phone number: _____

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related proposal documents and read the instruction and conditions, and hereby proposes to furnish proposals for providing

**COMPREHENSIVE PARKS, RECREATION and OPEN SPACE SYSTEM MASTER PLAN
For the City of West Linn, Parks and Recreation Department,
WEST LINN, OREGON**

As specified, in accordance with the proposal documents herein.

The Proposer, by his signature below, hereby represents as follows:

- (a) That no, officer, or employee of The City of West Linn is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;
- (b) That this proposal is made without connection with any person, firm or corporation making a proposal for the same material, and is in all respects, fair and without collusion or fraud.
- (c) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in his/her proposal as the guaranteed maximum price.
- (d) Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

[] Resident Proposer, as defined in ORS 279A.120

[] Non-Resident Proposer, Resident State: _____

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

_____	_____
Name	Title
_____	_____
Name	Title
_____	_____
Name	Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this _____ day of _____, 2016.

Name of Firm

Signature of Proposer

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this _____ day of, 2016.

Name of Corporation

By

Title

PROPOSAL CONTENTS

3.1 GENERAL:

The proposal should contain the required elements as stated in SECTION 4 SCOPE OF WORK AND CONDITIONS.

The City reserves the right to solicit additional information or proposal clarification from the firms, or any one firm submitting proposal, should the City deem such information necessary.

Any proposer-supplied material that is to be considered confidential must be so marked.

The proposals shall be submitted to Ken Worcester, Parks and Recreation Director, 22500 Salamo Road #1100, West Linn, Oregon, 97068.

One (1) signed original and (1) electronic copy (CD-ROM) of the proposal shall be submitted. The original shall be marked as such.

3.2 DETAILED PROPOSAL CONTENTS:

The proposal shall contain the required criteria in the following format:

Section 1 Cover Letter and Transmittal – A one-page dated cover letter with original signature shall be submitted containing the name, address, tax filing name and number of the corporation or business structure submitting the proposal. Also submit the name, address, telephone, and fax numbers and title of the person authorized to represent the proposer.

Section 2 Table of Contents – A table of contents of the material included in the proposal.

Section 3 Proposal – A delineation of proposed services and approach to the project and a list of subcontractors and their roles in the project. This section shall include a flow chart, methodology, unique management strategies etc.

Section 4 Proposer Capabilities – This section shall demonstrate specific capabilities for fulfilling the requirements according to similar previous experience including years of business, bankruptcy, bonding capability, insurance, contract defaults and litigation. This section shall also provide information on the key individual(s) that will be assigned to this project,

Section 5 List of Exceptions – This section shall describe any exceptions taken to any section in the RFP.

Section 6 Fee – This section shall list the lump sum fee to provide the proposed services. Please detail fee schedule by per project component identified in section 4.2. **(Note: provide this information in a separate enclosed sealed enveloped marked “Fee Proposal”.)**

SECTION 4

SCOPE OF WORK AND CONDITIONS

4.1 INTRODUCTION:

General Statement

Your firm is invited to submit a proposal to the City of West Linn to design and develop an update to the Parks, Recreation and Open Space Master Plan. This project will include the development and implementation of an extensive community assessment of both the existing recreational programs, events and facilities along with the community's future wants and needs, and an assessment of the willingness to support them. Included in this project will also be an aggressive program to engage and involve stakeholders and the community in general

The successful consultant shall commence work only after an agreement with the City is fully executed and a notice to proceed has been issued.

Budget

The budget for this project is approximately \$100,000.

Detailed Statement

The purpose of the update to the Parks, Recreation and Open Space Master Plan project is to provide West Linn with an updated working policy tool for the planning, coordination and implementation of all new park and open space property acquisition, park facility development, open space management and the City's community recreation programs, that embodies the unique characteristics of the existing Parks and Recreation Department events, programs and system along with those of the community in general.

Upon adoption as part of the City of West Linn's Comprehensive plan, the Master Plan will establish the framework for integration into and utilization of other work programs and plans that will be or have been developed separately from this project. These programs and plans include, but are not limited to the, the City's existing Park System Master Plan, the 2013 West Linn Trails Plan, Transportation System Plan, Master Plan, Comprehensive Plan, Parks System Development Charge Capital Improvement Program, Citizens Vision "Imagine West Linn", various Neighborhood Plans, and the METRO Greenspaces Master Plan.

The updated plan will take a comprehensive approach, considering impacts and multiple options. A major component of the planning effort will be an extensive public involvement program with the general public, public stakeholders (user groups), City Staff and the Parks and Recreation Advisory Board. A 5 year (short-term), 10 year (mid-term) and 15+ year (long-term) strategic plan will be developed to implement the plan.

4.2 MINIMUM SCOPE OF WORK/WORK TASKS

Part I - Public Assessment

- A. Gather public opinion of the City's existing park and recreation related facilities.
- B. Gather public opinion of existing open spaces, trails, and trail corridors.
- C. Gather public opinion of existing recreational programs.
- D. Develop analysis of West Linn citizen's recreational facility and program desires, needs, and their willingness to support them.
- E. Gather public opinion of future park, open space, and recreational facility wants, needs etc.

Part II - Existing Conditions

- A. Inventory and evaluation of non-City owned recreational facilities.
- B. Inventory and evaluation of existing recreational programs.
- C. Inventory and evaluation of the City's existing park and recreation related facilities.
- D. Inventory and evaluation of existing open spaces, trails, and trail corridors.

Part III - Recommendations for the future.

- A. Based on information gathered in the first two parts, develop recommendations for future parks, open spaces, trail corridors, recreational programs, and facilities.
- B. Develop recommendations for the most logical locations for the above items.
- C. Develop recommendations for upgrades to existing parks, open spaces, and facilities.
- D. Prepare usage, maintenance standards, and ratios for recommended facilities.
- E. Prepare design, usage, and maintenance standards for public open spaces.

Part IV - What will these proposed facilities and programs cost?

- A. Given each recommended program or facility, what are the respective estimated costs for land acquisition, facility development, operation, and future maintenance costs? (To be coordinated with SDC related capital improvement program for parks).
- B. Prepare recommendations for staffing levels for proposed programs and facilities.

Part V- What are the priority needs and how should they be financed?

- A. Develop priority plan based on need (e.g. property acquisition vs. development, specific properties threatened by development, etc.).
- B. Review anticipated System Development Charge (SDC) funds.
- C. Explore options - partnerships, private providers, existing City properties, and non- City owned etc.
- D. Develop financing options.

Part VI - Plan of action.

Develop a strategic plan of action looking at 5, 10 and 10+ year increments.
Identify the respective courses of action necessary to implement the strategic plan.

4.3 Overall Public Involvement Program

The consulting team is expected to develop, implement and enhance the public involvement process to encourage all interested parties to participate in the planning process.

The public involvement process is intended to be an integral part of the development of the Plan. It is not intended to be an isolated task, but rather a process that solicits and incorporates public input at key points in this planning effort.

The public involvement program will at a minimum, focus on the community and parks and recreation stakeholders and include but is not limited to the following:

- Seven member Parks and Recreation Advisory Board. (Monthly meetings)

- City-wide survey.

- City-wide workshops (e.g., group planning exercises, informational presentations etc.).

- Public hearings on the final draft for Planning Commission and City Council adoption.

- Other City Advisory Boards (existing committee) periodic updates.

- Neighborhood Associations.

Proposals shall include a schedule to confirm ability to complete project within the above timelines.

West Linn citizens and stakeholder groups need to be actively engaged in the process and adoption of the Plan. The resulting plan will be accessible, functional and attractive.

As part of the master planning process, the consulting team will work with City staff. In addition, the consulting team will facilitate citizen input through a variety of means including city wide meetings, planning area meetings, workshops & interactive web site. The consulting team will attend necessary Parks & Recreation Advisory Board, Planning Commission and City Council meetings.

A full copy of the 2007 Parks, Recreation and Open Space Master Plan is available for downloading at the City's website: <http://westlinnoregon.gov/parksrec/parks-master-plan>

The consulting team should anticipate, and include in their cost proposals, resources required for attending progress meetings with City Staff, the public involvement meetings, two – three Park & Recreation Advisory Board meetings, one Planning Commission meeting, one City Council Work Session, and one City Council meeting.

4.4 QUESTIONS ON TECHNICAL INFORMATION:

Questions relating to materials in the Conditions, Specifications and Evaluation and Selection Criteria shall be addressed in writing to:

**Ken Worcester
City of West Linn
22500 Salamo Road #1100
West Linn, Oregon 97068
Phone (503) 557-4700
Fax (503) 656-4106
E-mail: kworcester@westlinnoregon.gov**

4.5 PROJECT FEE:

The Parks Department has an approximate budget of \$100,000 for this project in its 2016-2017 fiscal year budget.

4.5.1 Master Plan Maximum Price:

The Contractor shall provide a guaranteed maximum price lump sum fee to provide Consultation Services as outlined herein. Information shall be given to support the lump sum fee, including labor costs, meeting costs, design costs and deliverables.

4.5.2 SUBCONTRACTORS

The city of West Linn requires that each proposer shall state in his proposal the subcontractor(s) that he anticipates to employ to perform any work or labor, or any service, related to this project. This statement shall include the name of the subcontractor, address, telephone, estimated percentage of work, statement of qualifications and experience and the nature of work to be performed. The Contractor shall be responsible for transmitting and enforcing all contract requirements to subcontractors. The proposal shall also state the method for selecting the subcontractor.

SECTION 5

PROJECT MILESTONES

Receive proposals	10/20/16
Develop short lists and conduct consultant interviews	10/31/16
Finalize Work Plan	11/07/16
Award Contract	11/14/16
Prepare inventory of existing facilities	12/01/16
Begin public involvement process with first citizen focus group	01/15/17
Conduct citizen survey to establish needs	01/31/17
Develop recommendations for facilities and programs	02/01/17
Conduct second citizen focus group meeting	03/05/17
Review and develop design, maintenance, and use standards for parks and open spaces	04/15/16
Develop recommendations for future staffing levels	04/15/17
Prepare draft documents	04/15/17
Conduct third citizen focus group meeting	05/01/17
Finalize master plan	05/15/17
City Council, Park Board and Planning Commission joint work session	06/05/17
Adoption of PROSMP by Planning Commission	06/21/17
Adoption of PROSMP by City Council	07/10/17

SECTION 6

EVALUATION AND SELECTION CRITERIA

6.1 PROPOSAL REVIEW:

The Review Committee will evaluate the submitted Proposals. Each proposal will be evaluated on their adherence to the specifications outlined in Section 4 Scope of Work and Conditions and Section 5.2 Evaluation Criteria.

At a minimum, the Review Committee consists of members of the Parks & Recreation Advisory Board, Ken Warner and Ken Worcester; City of West Linn and possibly several citizens at large.

Selected proposers will be contacted for further evaluation if necessary, that may include oral interviews. Although price is a consideration when engaging this proposer, the intent is to provide the City with a given level of specialized skill, knowledge, and resources and qualifications, performance history; expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in the selection process. Provide written reference statements or letters from at least three agencies or clients for whom you have provided the requested services, attesting to the quality, availability and timeliness of your service. These statements must include the name, address and phone number of a person we may contact to discuss the reference statement.

The City Council will review the recommendation on proposals from the Review Committee Staff and authorize the City Manager to enter into contract negotiations to establish the final Guaranteed Maximum Price. During negotiation the City may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the City is unable to come to terms with the first choice contractor, discussions shall be terminated and negotiations will begin with the second choice contractor. The City reserves the right to reject any and all proposals.

6.2 EVALUATION CRITERIA:

The following criteria will be considered in evaluating all proposals. A major deficiency in any one category can disqualify the proposer.

Requirement	Mandatory	Points
Content: Proposal contains all required efforts from Section 3	Yes	5
Approach to community involvement and input points for citizens to ensure transparency.	Yes	15
Process to evaluate current recreation programs and water sports, use, needs and future options.	Yes	25
Process to evaluate current parks, open space and trails; use, needs and future option	Yes	25
Process to capture the unique character of West Linn.	Yes	10
Effective use of City resources	Yes	5
Experience of the proposer and or subcontractor in like projects and history of the company or individual will be considered.	Yes	15
Fee and schedule will be evaluated on the guaranteed maximum price lump sum fee required to meet the requirement in the RFP.	Yes	15
Total Points Available		115

SECTION 7

**SAMPLE CONTRACT FOR SERVICES
PERSONAL SERVICES AGREEMENT
FOR (TITLE)**

City: City of West Linn, a municipal corporation of the State of Oregon.
Contractor: (insert name of contractor)
(insert address of contractor)
(insert City, State, Zip)
Term: (insert beginning date - insert end date)
Compensation: Not to exceed \$(insert amount)

RECITALS

1. City has need for the services of a person or an entity with particular training, ability, knowledge, and experience as possessed by Contractor, and
2. City has determined that Contractor is qualified and capable of performing the professional services the City require, under the terms and conditions in this Personal Services Agreement ("Agreement"),

THEREFORE the Parties agree as follows:

1. SERVICES TO BE PROVIDED

Contractor shall provide services as specified in the Scope of Work, a copy of which is attached and incorporated in Exhibit A. Contractor shall initiate services immediately upon receipt of City's notice to proceed, together with an executed copy of this Agreement.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, by **(Month - Day - Year)**. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. COMPENSATION

City agrees to pay Contractor not to exceed **(Amount in written form) (\$Amount in numerical form)** for performance of those services described in the Scope of Work, which payment shall be based upon the following applicable terms:

- A. Payment by City to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor, with the exception of expenses, if any identified in this Agreement as separately reimbursable.

- B. Payment will be made in installments based on Contractor's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- C. Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects in the work.
- D. Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this order. Contractor must pay all contributions or amounts due from Contractor to the Industrial Accident Fund incurred in the performance of this order. Contractor shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- E. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- F. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
- G. 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 Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

- H. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. OWNERSHIP OF WORK PRODUCT

City shall be the owner of and shall be entitled to possession of any and all work products of Contractor which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.

5. ASSIGNMENT/DELEGATION

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained in this Agreement shall be deemed to create any contractual relation between the subcontractor and City.

6. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.
- B. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

- C. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by City shall not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the sole negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

8. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier. Such insurance shall be primary and non-contributory.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

- A. Commercial General Liability Insurance
Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall

include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	3,000,000
Products-Completed Operations Aggregate	3,000,000
Personal & Advertising Injury	3,000,000
Each Occurrence	2,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

- B. Commercial Automobile Insurance
Contractor shall also obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

- C. Professional Liability Insurance
Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.

- D. Workers' Compensation Insurance
The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who 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. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

- E. Additional Insured Provision
The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.

- F. Notice of Cancellation
There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance

coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days notice of cancellation to the City.

G. Insurance Carrier Rating

Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

H. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 30 days prior to coverage expiration.

Certificates of Insurance should read "Insurance certificate pertaining to contract for **(PROJECT NAME)**. The City of West Linn, its officers, directors and employees shall be added as additional insureds with respects to this contract. A notation stating that "Insured coverage is primary" shall appear in the description portion of certificate.

I. 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 City as those terms are used in ORS 30.265.

J. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in the general liability policy.

Contractor's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

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(insert staff's name) City of West Linn 22500 Salamo Road West Linn, OR 97068	Ph: 503-(insert #) Fax: 503-(insert #) Email: name@westlinnoregon.gov
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Such policies or certificates must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

City of West Linn	CONTRACTOR
Attn: Finance Department	Attn: (insert contract manager's name)
22500 Salamo Road West Linn, OR 97068	Address: (insert contract manager's address)
Phone: 503- 657-0331	Phone: (insert #)
Fax: 503-650-9041	Fax: (insert #)
Email: rseals@westlinnoregon.gov	Email: (insert address)

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

12. TERMINATION WITH CAUSE

A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds
- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- 1) If Contractor fails to provide services called for by this Agreement within the time specified in this Agreement or any extension thereof, or
- 2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this

Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

13. ACCESS TO RECORDS

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

14. FORCE MAJEURE

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

16. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

17. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

18. EXTRA (CHANGES) WORK

Only **City staff member's title & name** may authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

19. WARRANTIES

All work shall be guaranteed by Contractor for a period of one year after the date of final acceptance of the work by the owner. Contractor warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this Agreement.

20. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

21. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

22. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this agreement

23. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties that should there be any conflict between the terms of this Agreement and the Contractor's proposed contract terms, scope of work, or any other document provided by the Contractor, this Agreement shall control and nothing in this Agreement shall be considered as an acceptance of any conflicting terms in the Contractor's proposal.

24. AUDIT

Contractor shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within

the contract period. Contractor agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

25. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

26. AMENDMENT AND COMPLETE AGREEMENT

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement regarding this Agreement. Contractor, by the signature of its authorized representative, acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

INTENDING TO BE BOUND, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date written below.

CONTRACTOR

CITY OF WEST LINN

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

APPROVED AS TO FORM:

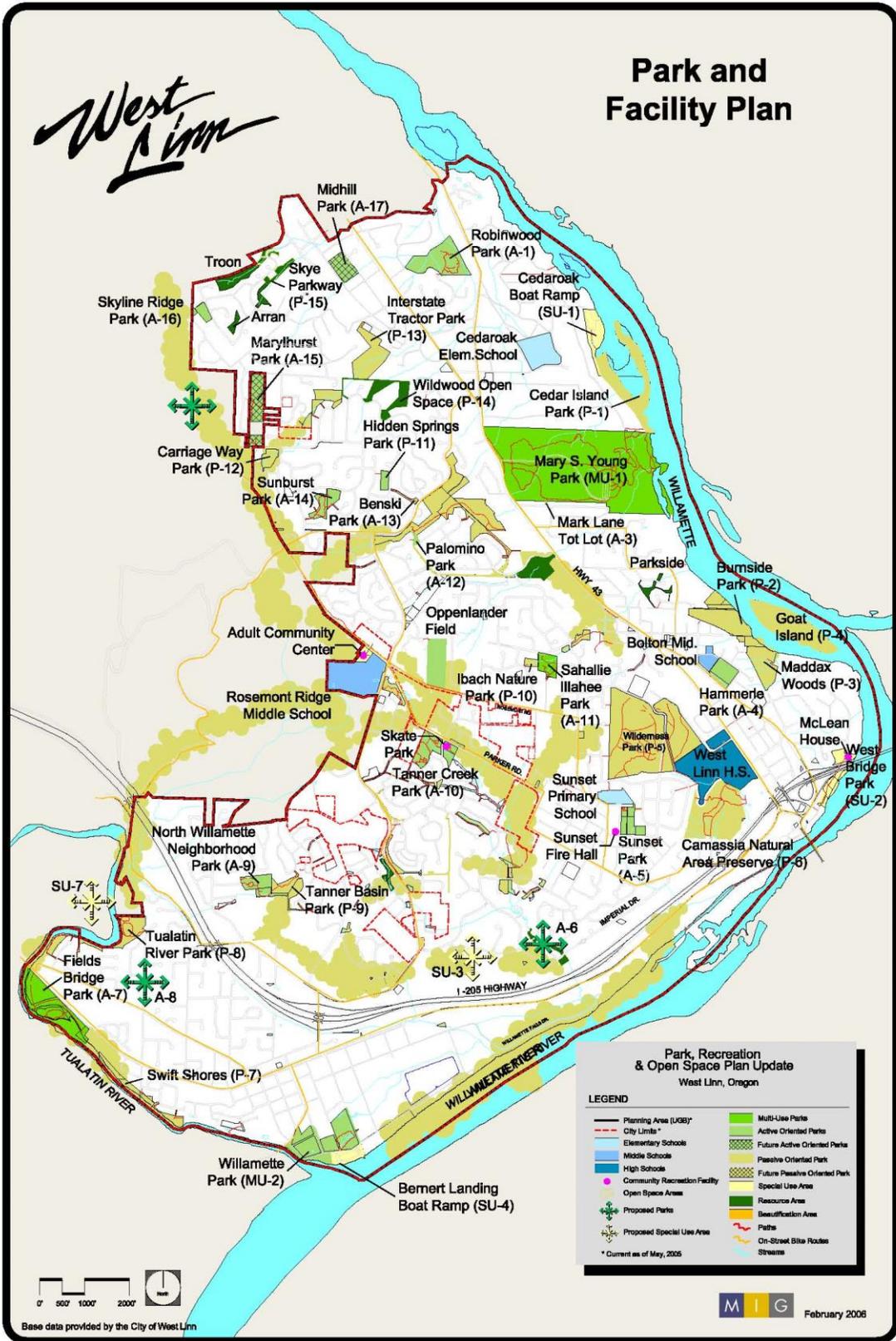
CITY ATTORNEY

APPENDIX A

2008 PARKS & OPEN SPACES MAP

West Linn

Park and Facility Plan

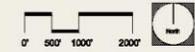


Park, Recreation & Open Space Plan Update
West Linn, Oregon

LEGEND

Planning Area (UGB)*	Multi-Use Parks
City Limits*	Active Oriented Parks
Elementary Schools	Future Active Oriented Parks
Middle Schools	Passive Oriented Park
High Schools	Future Passive Oriented Park
Community Recreation Facility	Special Use Area
Open Space Areas	Resource Area
Proposed Parks	Beautification Area
Proposed Special Use Area	Paths
	On-Street Bike Routes
	Streams

* Current as of May, 2005



Base data provided by the City of West Linn

