



Environmental Consulting Services

RFP 12-2083

Metro Sustainability Center

600 NE Grand Ave.
Portland, OR 97232
503-797-1700

Project Manager

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Procurement Analyst

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Notice is hereby given that proposals from experienced consulting firms and individuals (hereinafter referred to as "Proposers") in response to this RFP 12-2083 ("RFP") to provide both major project and as-needed environmental consulting services to the Metro Sustainability Department Natural Areas Program shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on **April 18, 2012**. It is the sole responsibility of the Proposer to ensure that Metro receives the proposal by the specified date and time. All late proposals shall be rejected. Proposers shall review and be responsible for complying with all instructions and contract terms and conditions presented in this RFP.

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CALENDAR

Issuance of RFP	March 21, 2012
Deadline for Submission of Questions	March 28, 2012
Deadline for Proposal Submission	April 18, 2012
Interviews (if requested by Metro)	Week of April 21, 2012

I INTRODUCTION

The Sustainability Center of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for Environmental Consulting Services. Proposals will be due as indicated on the RFP cover page and the Calendar above.

Details concerning the projects, scopes of work, and proposals are contained in this document.

II. BACKGROUND/HISTORY OF PROJECTS

The voters of the Metro region approved a \$227.4 million General Obligation bond measure in November 2006 for Metro's Natural Areas Program. The funds are for Metro's acquisition of approximately 3,500 to 4,500 acres of land in 27 target areas including 6 trail corridors throughout the Metro region. In addition to acquisition of the entire fee interest in property, Metro has acquired and will acquire a variety of other property rights, such as timber and development rights, conservation easements, or trail or access easements. These acquisitions require environmental consulting services from time to time including, but not limited to: conducting environmental investigations; sampling and analyzing various media; monitoring property conditions; evaluating and identifying methods to manage environmental risk; conducting human health and ecological risk evaluations; performing natural resource damage assessments; delineating wetlands, conducting real property environmental due diligence, and planning, permitting and implementing restoration, remediation, and redevelopment activities. Metro estimates that the program will be substantially complete within the next 5 years; however, because this is a willing seller program, certain parcels may take longer to acquire. Metro expects to utilize the services of environmental consultants throughout the remainder of the program.

Of particular importance to Metro is the investigation of the former Blue Heron paper mill, in Oregon City. The 23-acre site is adjacent to Willamette Falls, a scenic and cultural treasure on the Willamette River, and is currently in industrial use. Environmental consultants that are interested in providing services in connection with this potential acquisition should have significant experience and expertise in not only the environmental consulting services described above, but also in the following areas: investigating, remediating, and/or redeveloping large, industrial properties, including those with waterfront facilities and potential sediment impacts; working with the Oregon Department of Environmental Quality ("DEQ") to supply the data that may be required in connection with obtaining prospective purchaser agreements; evaluating potential natural resource damages; conducting stormwater and waste water facility investigations; identifying and obtaining permits; and managing large-scale projects. Proposers should indicate whether they are interested in providing work only on the Blue Heron site, only on the program's other acquisitions, or on both.

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III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is soliciting written proposals from qualified environmental consultants for the Metro Natural Areas Program (www.oregonmetro.gov/naturalareas). The primary intent of this RFP is to provide Metro with a list of qualified firms that would be under contract to provide “on call” environmental consulting services generally relating to Metro’s real property acquisition due diligence process and potentially to other program areas of Metro. Not every Proposer need be able to provide all of the environmental consulting services listed below or in this RFP. Proposers should indicate if they have a particular specialty. In addition, Proposers should indicate if they have a particular interest in providing certain services and not others.

Anticipated services include:

- Performing Phase I Environmental Site Assessments (“EAs”) in accordance with the All Appropriate Inquiries (“AAI”) standards pursuant to 40 CFR Part 312, ASTM Standard E1527-05 as that standard may be revised and updated, and in accordance with applicable Oregon law for the purpose of, among other things, establishing the AAI requirement to qualify for the Innocent Landowner Defense pursuant to CERCLA section 101(35)(B) and 107(b)(3) and ORS 465.255, or demonstrating the AAI requirements for bona fide prospective purchaser or contiguous property owner status pursuant to CERCLA section 101(40) and 107(q). All Phase I EAs must include copies of aerial photography reviewed by the consultant in an addendum to the report. All Phase I EAs must provide recommendations for further environmental investigation or assessment, if the Phase I EA identifies recognized environmental conditions or any other environmental conditions indicative of releases or threatened releases of hazardous substances, including without limitation, hazardous substances, hazardous wastes, and petroleum products as defined in ASTM Standard E1527-05, hazardous materials, pollutants, contaminants, , asbestos or ACM, lead-based paint, controlled substances and any other substance identified by law as a threat to human health and the environment (collectively, “hazardous constituents”).
- Performing Phase II Environmental Site Assessments (“EAs”) and Investigations in accordance with ASTM Standard E1903-11 as that standard may be revised and updated, and all other applicable professional standards to, among other things, satisfy Oregon DEQ requirements for entering into a prospective purchaser agreement. All Phase II EA written reports must include site maps and figures identifying site features and types and locations of all sampling performed at the site, analytical data tables, appendices and, if needed, recommendations for remediation, removal, and cleanup of releases of hazardous constituents as required by local, state and federal environmental laws and regulations.
- Providing consultation and planning services for cost effective, long term monitoring, remediation, removal and clean-up actions in accordance with all applicable ASTM Standards, including ASTM E2790-11 as that standard may be revised and updated, and all state, federal and local environmental guidelines, regulations and laws to, among other things, satisfy the requirements of DEQ’s prospective purchaser program.
- Performing investigations and analyses necessary to obtain or modify NPDES or other air, water or waste permits.
- Conducting wetlands delineations.

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- Preparing remediation proposals that include site redevelopment opportunities.
- Conducting long term monitoring, remediation, removal and or clean-up of real property that is contaminated by releases of hazardous constituents in accordance with state, federal and local environmental law and regulation, either independently, under the Oregon DEQ voluntary cleanup program, or under direct DEQ or EPA oversight.

Contractor will generally submit to Metro one draft (Adobe PDF format), and once finalized, three bound originals and one electronic copy (Adobe PDF format) of all environmental reports regarding the environmental services.

Proposers indicating interest in performing work at the Blue Heron site must, in addition to the skills and knowledge required to perform the services set out above, demonstrate a depth and breadth of expertise, so that a team is available on short notice to respond to requests and requirements of Metro, DEQ, or other state and/or federal agencies. Additional significant and relevant experience in valuing natural resource restoration potential, stormwater management, supporting agency negotiations, managing complex investigations, decommissioning and remediating industrial sites, paper mills in particular, is critical.

Contracts will be executed with each of the selected consultants that will establish the general requirements. Metro does not guarantee any amount of work under these contracts. During the term of the each consultant's contract, the consultant will be asked to respond to individual assignments to perform certain services. The assignments will be specific to an individual property transaction. For example, Metro may ask one or more consultants who indicated interest to respond to specific requests for services to be performed at the Blue Heron site. Consultant(s) will be asked to indicate their availability to perform the specific assignment within the stated time requirements, their proposed fee based on the amount of time anticipated to complete the work at the hourly rates established in their contract with Metro (unless the contract indicates a flat fee for the work), materials and equipment by unit cost, and related subcontractor fees at hourly rates and unit costs. In addition, consultants will be required to fully disclose actual or potential conflicts of interest consultants may have based on the subject of the assignment, any current or former contracts with parties likely to be adverse to Metro's interests in a particular project, and any interest the consultant has in the property or any other related property. Consultants will also be required to enter into a confidentiality agreement with Metro consistent with the agreement in Exhibit B to Attachment 1 to this RFP.

IV. QUALIFICATIONS/EXPERIENCE

Proposers or their identified Principal/Project Manager must have at least 5 years of experience in environmental consulting in the Metro region. See <http://www.oregonmetro.gov/index.cfm/go/by.web/id=18198>. Proposers must demonstrate to Metro that key personnel possess the proper credentials, licensing, experience and training to perform this work for Metro, that they will provide high quality environmental reports with thorough and thoughtful analysis of the potential environmental factors affecting any given property or property interest, and that they will timely complete their consulting assignments. Environmental professionals must either hold a Professional Engineer's or Professional Geologists license or registration and have the equivalent of three years of full time relevant experience or otherwise qualify under 40 CFR 312.10(b)(2).

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Selected Consultants are not guaranteed to receive any certain number of assignments; however, Metro anticipates that there will be a number of individual property transactions in which environmental consulting services will be required. Typical transactions involve only preparation of a Phase I Environmental Assessment, while the Blue Heron site investigations may be much more extensive.

In addition to the licenses set out above, environmental consultants are required to acquire and maintain all necessary and applicable licenses, certifications and approvals to provide any or all of the environmental consulting and engineering services included in their proposals.

V. PROJECT ADMINISTRATION

Proposer must identify specific personnel assigned to the environmental consulting work, their roles in relationship to the services required and their specific qualifications. Metro will provide some or all selected Consultants with opportunities to provide bids on potential environmental consulting assignments. If the bid terms are acceptable, Metro will prepare specific assignments ("work orders") for the Consultant, which work orders will include a description of the services to be rendered, the cost of such services (time and materials by unit cost basis) and a time period in which to complete the assigned tasks. Consultant will not proceed with work until the work order, properly executed by Metro, has been received. The Office of Metro Attorney or other Metro staff will assign and manage the work of the Consultant. Metro staff shall have direct contact with the Consultant's staff that will be performing the work. Consultant will cooperate with Metro staff and other consultants as directed to perform services required. Metro will cooperate fully with the Consultant to achieve the objectives of the contract by providing Consultant information and direction in a timely and effective manner.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals.

Five (5) copies of the proposal shall be furnished to Metro in a sealed envelope, addressed to:
Metro Procurement Services
Attention: Sharon Stiffler - RFP 12-2083
600 NE Grand Avenue
Portland, OR 97232-2736

B. Deadline.

Proposals will not be considered if received after the date and time indicated on the RFP cover page and in the Calendar on page 2 of this RFP.

C. RFP as Basis for Proposals.

This RFP 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 Sharon Stiffler, sharon.stiffler@oregonmetro.gov. Any questions, which in the opinion of Metro, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. Metro will not respond to questions received after March 28, 2012.

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 submitting a

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proposal, all Proposers agree to such activity and release Metro from all claims arising from such activity. In accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

E. Minority, Women and Emerging Small Business Program.

In the event that any subcontracts are to be utilized in the performance of the services identified in the proposal, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, 503-797-1648.

VII. PROPOSAL CONTENTS

The proposal should contain approximately 10-15 pages of written material (excluding biographies, resumes, and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, which written material is outlined more specifically below. The proposal should be submitted on recyclable, double-sided recycled paper (postconsumer content). No waxed page dividers, folders, binders or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter. Identify who will be the point of contact with Metro and the project manager if that person is someone other than the contact person. Also, include a statement that the proposal will be valid for ninety (90) days.
- B. Approach/Work Plan. Describe your understanding of the effort needed to perform the requirements of the proposed scope of work as stated in Section III, above, you or your firm's approach to individual assignments, and why you or your firm should be selected. Include discussion of your ability to assign personnel to projects on short (one or two week) notice and to meet aggressive schedules. Indicate specifically which services outlined in Section III that you or your firm is interested in providing and if you are or are not interested in providing services in support of a potential acquisition of the Blue Heron site.
- C. Staffing/Project Manager Designation. Proposals must identify a single person as project manager to work with Metro. Also, identify specific personnel who may be assigned to environmental consulting tasks, their roles in relation to the work that will be required, and special qualifications such personnel may bring to the project. Include resumes of individuals proposed for this contract. The consultant must assume responsibility for any sub-consultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

Metro intends to award this contract to multiple individual firms to provide the environmental consulting services required.

- D. Experience. Explain how your firm meets the experience and other requirements listed in Section IV of this RFP. Identify two or three environmental consulting assignments conducted over the past five years for parties other than Metro which involved services similar to the services required in this RFP. 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. For those firms interested in the Blue

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Heron project, two of the above assignments must be for industrial sites, and if the Proposer is also interested in other Natural Areas Program work, an example of work performed on one unimproved property.

E. Diversity in Employment and Contracting.

- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
- Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
- Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.

F. Sustainable Business Practices.

- Environment - Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.
- Economy - Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
- Community - Describe the employee compensation structure of your organization. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory. Also include policies regarding annual cost of living adjustments (COLA) to employee wages. Details of the healthcare program (including, medical, dental, prescriptions, preventive care, etc.) as well as out of pocket and deductibles, and employee contributions for themselves and family members. All other employee benefits are to be including, such as vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation, etc.

- G. Exceptions to Standard Agreement and RFP. Carefully review the Standard Agreement attached hereto as Attachment 1 and incorporated herein by this reference. This is the standard agreement that successful respondents to this RFP will be required to execute. Proposers wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their proposal; Metro shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

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

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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. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor 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.
- E. Equal Employment and Nondiscrimination Clause. Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.
- F. Intergovernmental Cooperative Agreement: Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase services under the terms and conditions of this awarded contract. Any such agreements shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to Metro under any contract between Metro and the contractor. Metro makes no guarantee as to any other agency's procurement. Any Proposer may decline to extend the terms of this solicitation to any or all other public agencies upon execution of a contract with Metro. Unless Proposer specifically declines to participate in the program by indicating this in their transmittal letter, Proposer agrees to participate in the Intergovernmental Cooperative Purchasing program.

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 may be requested prior to final selection of firm(s).

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- 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.

	Percentage of Total Score
Project Work Plan/Approach	40%
1. Demonstration of understanding of the project objectives	
2. Demonstration of ability to perform	
Project Staffing Experience	40%
1. Qualifications	
2. Experience	
Diversity	10%
1. Work Force Diversity, Diversity in Contracting, Diversity in Firm	
Sustainable Business Practices	10%
1. Environment, Economy, Community	
	100%

X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Metro Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

Attachment 1 included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Proposers should be aware that such language terms and provisions are for illustrative purposes only and that Metro reserves the right, following submission and ranking of all proposals submitted in response to this RFP, to amend, modify or negotiate over any and all such contract language, terms and provisions before making a final determination regarding the issuance of the Notice of Intent to Award the agreement arising from this RFP. By submitting a proposal in response to this RFP, Proposers acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this RFP, Proposers acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.

ATTACHMENT 1 (RFP 12-2083)

Natural Areas Program

Environmental Consultant

Sample Personal Services Agreement:



Metro

600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Metro Contract No. _____

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 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 ("Agreement") shall be effective _____, 2012 and shall remain in effect until and including _____, 2017, unless terminated or extended as provided in this Agreement. This Agreement may be renewed or extended for five (5) additional one-year periods, at Metro's sole discretion. The provisions of the Ethics, Disclosure and Confidentiality Statement attached as Exhibit B and Paragraph 5 Indemnity shall survive this Agreement.

2. **Scope of Work.** "Services" means all services to be performed by Contractor pursuant to this Agreement, including those set forth in the attached Exhibits and all revisions and amendments to those Exhibits. Contractor shall provide all Services and materials specified in the attached "Exhibit A -- Scope of Work," and shall comply with "Exhibit B – Ethics, Disclosure and Confidentiality Statement" which are incorporated into this Agreement by this reference. 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 the total identified in individual work orders issued under this Agreement. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

4. **Insurance.** Contractor shall purchase and maintain at all times for the duration of this Agreement and one year thereafter at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;

(b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;

(c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and

(d) Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

Contractor shall provide to Metro 30 days notice of any material change or policy cancellation.

Contractor shall provide Metro with a Certificate of Insurance complying with this article upon return of the Contractor's signed agreement to Metro. The Certificate of Insurance shall identify the Metro contract number.

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

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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. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature, draft and/or final, produced by Contractor pursuant to this Agreement are Work Products to be considered Confidential Information unless otherwise identified by Metro or required to be disclosed by law. Work Products are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

- (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
- (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
- (3) Any cost and pricing data relating to the contract; and
- (4) Payments made to all suppliers and subcontractors.

b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section 6(e) below.

e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

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- f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.
- g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.
7. Project Information. Project information shall be Work Product and 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.
8. 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 over the means, methods, techniques, sequences, and procedures 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.
9. Representations. Consultant shall perform all Services and provide all materials in compliance with all federal, state and local laws and regulations in a competent and professional manner in accordance with sound consulting practices and procedures. Consultant shall not assign persons who are not skilled, trained, certified or licensed to carry out tasks requiring such skill, training, certification or license in performance of the Services.
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 chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 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 without Metro's written consent.

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Natural Areas Program

Environmental Consultant

Sample Personal Services Agreement:



Metro

600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

14. Termination. This Agreement may be terminated by mutual written consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven (7) 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 may approve changes and modifications to this Agreement, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by Metro, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under this Agreement. No oral statements by either party shall modify or affect the terms of the contract.

17. Intergovernmental Cooperative Agreement: Pursuant to ORS 279A and the Metro contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase services under the terms and conditions of this awarded contract. Any such procurements shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this Agreement. Metro makes no guarantee as to other agency's procurement. Contractor may decline to extend the prices and terms of this Contract to any or all other public agencies upon execution of this Contract. Unless Contractor specifically declines to participate in the program by marking the box below, Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. Contractor declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials _____.

CONTRACTOR

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

ATTACHMENT 1 (RFP 12-2083)

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Metro Contract No. _____

EXHIBIT A SCOPE OF WORK FOR ENVIRONMENTAL CONSULTANTS

1. General. Contractor will assist Metro staff in their efforts to acquire real property interests in specified sites in Multnomah, Clackamas and Washington Counties. Specific assignments related to individual parcels of property will be given to Contractor which will include a description of the services to be rendered, the cost of such services (time and materials basis) and a time period in which to complete the assigned tasks. Contractor will not proceed with work until a written assignment (work order), properly executed by Metro, has been received.

2. Scope of Work.

2.1 Metro staff will identify projects requiring consulting services. Metro staff will assign and manage all work of Contractors. Metro staff shall have direct contact with Contractor's staff who will be performing the work. Contractors will cooperate with Metro staff and other Contractors as directed to perform the services required. Metro will cooperate fully with Contractor to achieve the objectives of the contract by providing Contractor information and direction in a timely and effective manner.

2.2 Contractor will conduct the following environmental services as requested. Contractor shall be capable of performing all of the below set forth services, except as otherwise indicated in Contractor's response to Metro's RFP, which shall be incorporated herein by this reference.

- Performing Phase I Environmental Site Assessments ("EAs") in accordance with the All Appropriate Inquiries ("AAI") standards set forth in 40 CFR Part 312, ASTM Standard E1527-05 as that standard may be revised and updated, and in accordance with applicable Oregon law for the purpose of, among other things, establishing the AAI requirement to qualify for the Innocent Landowner Defense pursuant to CERCLA section 101(35)(B) and 107(b)(3) and ORS 465.255, or demonstrating the AAI requirements for bona fide prospective purchaser or contiguous property owner status pursuant to CERCLA section 101(40) and 107(q). All Phase I EAs must include copies of aerial photography reviewed by the consultant in an addendum to the report. All Phase I EAs must provide recommendations for further environmental investigation or assessment, if the Phase I EA identifies recognized environmental conditions or any other environmental conditions indicative of releases or threatened releases of hazardous substances, including without limitation, hazardous substances, hazardous wastes, and petroleum products as defined in ASTM Standard E1527-05, hazardous materials, pollutants, contaminants, , asbestos or ACM, lead-based paint, controlled substances and any other substance identified by law as a threat to human health and the environment (collectively, "hazardous constituents").
- Performing Phase II Environmental Site Assessments ("EAs") and Investigations in accordance with ASTM Standard E1903-11 as that standard may be revised and updated, and all other applicable professional standards to, among other things, satisfy Oregon DEQ requirements for entering into a prospective purchaser agreement. All Phase II EA written reports must include site maps and figures identifying site features and types and locations of all sampling performed at the site, analytical data

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tables, appendices and, if needed, recommendations for remediation, removal, and cleanup of releases of hazardous constituents as required by local, state and federal environmental law and regulation.

- Providing consultation and planning services for cost effective, long term monitoring, remediation, removal and clean-up actions in accordance with all applicable ASTM Standards, including ASTM E2790-11 as that standard may be revised and updated, and all state, federal and local environmental guidelines, regulations and laws to, among other things, satisfy the requirements of DEQ's prospective purchaser program.
- Performing investigations and analyses necessary to obtain NPDES or other stormwater or wastewater permits or permit modifications.
- Conducting wetlands delineations.
- Preparing remediation proposals that include site redevelopment opportunities.
- Conducting long term monitoring, remediation, removal and or clean-up of real property that is contaminated by releases of hazardous constituents in accordance with state, federal and local environmental law and regulation, either independently, under the Oregon DEQ voluntary cleanup program, or under direct DEQ or EPA oversight.
- Submitting to Metro one draft (Adobe PDF format), and once finalized, three bound originals and one electronic copy (Adobe PDF format) of all environmental reports.

3. Payment and Billing.

3.1 Contractor's proposal submitted in response to Metro's RFP is incorporated into this Agreement by this reference; if there is any conflict, the other parts of this contract shall prevail. The maximum contract price shall not exceed the total of the individual work orders issued pursuant to this Agreement. Metro does not guaranty or promise that any amount of work will be awarded under this Agreement.

3.2 The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall reflect payment for requested services rendered to Metro. Contractor's statements will include the Metro contract number, an itemized statement of work done and expenses incurred and will be submitted upon completion of the specific work order, and will be sent to Metro, to the attention of the staff member from whom the Contractor received the work order and to Attention: Accounts Payable, 600 NE Grand Avenue, Portland OR 97232 or metroaccountspayable@oregonmetro.gov. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

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Environmental Consultant
Sample Personal Services Contract:



EXHIBIT B
ETHICS, DISCLOSURE, AND CONFIDENTIALITY STATEMENT

I, the undersigned, an authorized representative of _____ ("Contractor"), acknowledge and agree that in carrying out the Scope of Work pursuant to this agreement with Metro, as an Environmental Consultant for the Metro Natural Areas Program, Contractor and its employees working pursuant to this agreement, will be considered to be "public officials" as defined in the Oregon Code of Ethics, ORS Chapter 244, and, therefore, Contractor and its employees' actions will be subject to the restrictions and requirements of the Oregon Code of Ethics. With respect to the Natural Areas Program, specifically, Contractor agrees that it shall not be involved in any real estate transaction undertaken or proposed by Metro in which Contractor or any of its employees or their family members or another client of Contractor's has a personal interest. Contractor agrees that if Contractor, its employees, its employees' family members or one of its clients own property that Metro is considering to purchase, Contractor shall notify Metro in writing of this potential or actual conflict of interest. Contractor agrees that it is prohibited from using confidential information for private gain, including the receipt of personal gifts from those having a potential interest in Natural Areas acquisitions. Contractor also agrees that it and its employees shall not reveal any confidential information or Work Products as defined in Paragraphs 6 and 7 of the Environmental Consultant Personal Services Agreement regarding Metro's Natural Areas Program, including information related to any property that Metro is considering to purchase to any third party at any time, including after the termination of this agreement or the termination of any employee working under this agreement. Contractor agrees to provide a copy of this confidentiality statement to all employees working under this agreement and to make a good faith effort to ensure that such employees have read these documents and understand that the provisions of these documents and this Exhibit B apply to them while working under this agreement and thereafter.

By _____

Name _____

Title _____

Date _____

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