

Portland Development Commission
Request for Proposal (RFP) # 06-34
Concept Master Plan for NE Martin Luther King, Jr. Blvd. Gateway and Heritage
Markers
May 16, 2007

I. Portland Development Commission

The Portland Development Commission (PDC), the urban renewal agency for the city of Portland, Oregon seeks a professional multi-disciplinary team with extensive experience working in conjunction with public agencies and multi-cultural community groups to realize a *Concept Master Plan for NE Martin Luther King, Jr. Blvd. Gateway and Heritage Markers*. The concept plan and accompanying report will be Phase I of the project. Phase II will include further refinement of the concept design(s) and eventual construction of the agreed upon design plan. Phase II will be completed at a later date when resources become available.

One of the primary goals of the process is to reach as many different voices as possible in the neighborhoods to uncover the stories, themes and topics which can help develop the gateway and heritage markers. The overarching concept should enhance and strengthen connections to the diverse community, demonstrate a high level of creativity and use of quality materials that will withstand decades of public use.

II. Site Background Information

The project area is in the Oregon Convention Center Urban Renewal Area, located northeast of downtown Portland within the Albina Community Plan area. The Albina Community was originally developed from the historic City of Albina platted in 1873.

The primary 15,500 square foot gateway site (Figure 1) is a triangular shaped lot owned by the City of Portland's Office of Transportation. The site is bound by NE Schuyler Street, NE Hancock Street and NE Grand Avenue and is located in the Eliot neighborhood. It has long been recognized that this space be transformed into a gateway to commemorate Dr. Martin Luther King Jr., enhance the pedestrian environment, incorporate public art, and announce the entrance to a historic part of Portland.

The site is zoned EXd (Central Employment with a design overlay). This zone implements the Central Employment map designation of the Comprehensive Plan. The zone allows mixed-uses and is intended for areas in the center of the City that have predominantly industrial type development. The development standards are intended to allow new development which is similar in character to existing development.



Figure 1 Gateway Site

Currently the site is landscaped with temporary vegetation and artistic elements that have weathered and been vandalized throughout the years. The site also offers challenges as one side is bound by NE Martin Luther King Jr. Blvd., a high traffic volume corridor, while the other sides are surrounded by commercial development and parking lots.

The heritage markers are envisioned to be placed within the city's right-of-way unless other arrangements can be agreed upon. The series of markers may honor individuals, cultural and/or historical events, and/or other significant topics, which will be revealed during the process, but should in some fashion, exhibit a connecting thread.

The installation of a gateway and heritage markers along the Boulevard serves a number of community and planning goals. NE Martin Luther King Jr. Blvd continues to function as a major arterial thoroughfare moving north and southbound traffic. Despite its Main Street designation, it is not *perceived* as a pedestrian friendly boulevard. The installation of the gateway and heritage markers would improve the streetscape and help emphasize NE Martin Luther King, Jr. Blvd's role as a historic center of the community and as a vital corridor to work, shop, and recreate. NE Martin Luther King, Jr. Blvd north of NE Broadway is the thread that connects six Northeast Portland neighborhoods. The markers could both draw attention to each neighborhood's distinctiveness, yet unite the greater community.

III. Relevant Plans

The *Albina Community Plan* and the *Eliot Neighborhood Plan* of 1993 proposed a gateway park for two-blocks just south of NE Martin Luther King Jr. Blvd. and NE Grand Avenue. The proposed park was intended to serve as a neighborhood focal point that would "serve as a meeting place for residents of one or more neighborhoods" and "have a clear identity as a landmark location" (*Albina Community Plan*, 1993). Similarly, the *Eliot Neighborhood Plan* suggested the development of a park as a gateway at or near the area bounded by NE Hancock, NE Broadway, NE King and NE Grand as a memorial to Dr. Martin Luther King, Jr. Neither of these ideas for a park was realized.

Both of the plans also call for the incorporation of urban design elements and public art to enhance the streetscape presence along NE Martin Luther King, Jr. Blvd. and to highlight the history of the area. A number of Action Items under Community Image and Character in the 1993 and revised *Albina Community Plan* (2000) speak directly to these goals.

- CI 10 Develop symbols that represent and market the Albina Community. Symbols may include logos for Albina's neighborhoods and commercial districts, designs for street lights and gateways, etc.
- CI 11 Develop district and neighborhood gateways that mark the entrances to the Albina Community Plan area and between its subdistricts. Include neighborhood flags, drinking fountains, kiosks and ornamental standards in the design of gateways.

The *N.E. Martin Luther King, Jr. Transportation Project* of 1998 reinforced these initial plans. One of the guiding principles called for the placement of gateways along the Boulevard. The second item for Phase III: Broadway to Fremont states "Develop a new gateway to the Martin Luther King, Jr. Boulevard corridor at MLK, Grand, and Hancock. The gateway would commemorate Dr. King as outlined in the *Albina Community Plan*."

Finally, in the spring of 2006 the *Martin Luther King, Jr. Boulevard Strategy Update and Action Plan* was created with the input of numerous community stakeholders, advisory committees, and city bureaus and approved by the PDC Board of Commissioners in June 2006. Two action items in the plan echo the two action items set forth in the *Albina Community Plan*.

Action Item 4, Strategy #3 (Highlight the image and market on MLK)

Focus on implementing a long standing goal in the Albina Community Plan, creating a gateway into inner northeast neighborhoods north of Broadway on MLK Blvd. that celebrates and pays tribute to Dr. Martin Luther King, Jr.

Action Item 5, Strategy #6 (Improve the function of MLK Blvd. for people and transit)

Identify a series of art pieces, historic signs or markers (in conjunction with RACC) that could enhance the corridor at gateways and major intersections.

IV. Project Data

Albina Community Plan and Eliot Neighborhood Plans:

<http://www.portlandonline.com/planning/index.cfm?c=34248>

N.E. Martin Luther King, Jr. Transportation Project :

http://www.pdc.us/pdf/ura/inner_ne/mlk/smMLKreport.pdf

Martin Luther King, Jr. Boulevard Strategy Update and Action Plan :

http://www.pdc.us/pdf/ura/convention_center/mlk/action-plan-summary-table.pdf

V. Non-Mandatory Pre-Proposal Meeting

There will be a non-mandatory pre-proposal meeting at **10:00 AM on May 23, 2007** at the offices of PDC at 222 NW 5th, Portland OR 97209 in the Commission Conference Room (1st floor).

VI. Scope of Work

The successful team will be responsible for assembling an experienced, interdisciplinary team that is committed to a creative, collaborative process and a partnership approach with the client.

Team members should have collective expertise in:

- ✓ landscape architecture/architecture
- ✓ urban design
- ✓ historical research
- ✓ integrated urban storm water management
- ✓ public participation
- ✓ working with artists and/or art consultants

The team may or may not choose to include an artist or art consultant as a member. The successful team's challenge will be to synthesize community input, process and refine the information in a meaningful way, and test alternatives through the community feedback process.

Specifically the consultant team will be tasked with:

I. Background Information, Opportunities and Constraints, and Programming

1. Work Plan

Prepare a work plan that details the team approach to the project. The work plan should include but not limited to: tasks, schedule with milestones, and key personnel.

2. Project Start-Up

- a. Assemble and review all existing and proposed relevant information about the site and NE Martin Luther King Jr., Blvd. from NE Broadway Street north to NE Portland Street.
- b. Participate in a kick-off meeting and site/area tour.

3. Opportunities and Constraints

- a. Review, photograph, and evaluate the existing conditions of the site and the potential heritage markers locations. It is anticipated the site visit will include PDC team members.
- b. Meet with PDC to identify preliminary concerns and issues. This will include coordination with Office of Transportation, the Bureau of Environmental Services, Regional Arts and Culture Council, and the Office of Sustainable Design. (Technical Advisory Group team members)
- c. Meet and engage in information gathering and sharing of ideas with the members of the Stakeholders Advisory Group (SAG), comprised of adjacent neighborhood associations representatives MLK Advisory Committee member, RACC and local business and property owners.
- d. Document the data generated which should include, but not limited to, the urban context, edge conditions, circulation, site grades, adjacent buildings, relationships, linkages, possible marker locations and real and potential restrictions to the project.

4. Document Review

- a. Review existing planning and transportation documents that are relevant to the Gateway and Heritage Markers concept and how they might translate to the project's goals and objectives.
- b. Assemble and review historical data that may pertain, including oral interviews.

5. Sustainable Design

Meet with PDC's project manager, PDC's Sustainability Coordinator and the Office of Sustainable Development to conduct a green design planning session.

VII. Public Participation

PDC has prepared a Public Participation Plan, which identifies several opportunities for meaningful public involvement in the development of the concept. (See Attachment A) The project team will work with the SAG to gather input and direction throughout the process. PDC's Public Participation Coordinator will mobilize this group.

It is also envisioned that the successful team will reach out to the multiple communities to seek and uncover appropriate themes and stories for the gateway and markers.

It is envisioned that the design team will initially produce three (3) concept design alternatives for the gateway and markers with concept statement(s), which will be shown at a public open house. The public will be allowed the opportunity to provide input and comments.

PDC will maintain a website throughout the process. This website is expected to include a description of the project and will be updated with current information on a regular basis. The consultant will be responsible for providing PDC with all pertinent documentation and drawings in a PDF format with a minimum 150 dpi.

VIII. Concept Design Alternatives

1. Concept Design Alternatives

- a. Using information gathered and based on community input, prepare up to three design alternatives for the gateway and markers.
- b. The gateway concepts should address pedestrian/vehicular circulation, potential site elements, grading, stormwater management, planting, art integration, and material list.
- c. The markers concepts should include potential locations, and rationale, subject matter(s) and/or stories, size studies, materials list. The alternatives shall be in an illustrative format suitable for public presentation.

2. Concept Statement

The design team shall prepare a well documented concise concept statement that describes the rationale and intent of the design.

3. Current and Historical Research

The design team shall prepare a draft narrative on the research, including interviews, found to date.

4. Presentations

The conceptual alternatives will be made to the SAG and the general public. The design team will review and respond to comments received from citizens, the SAG and TAG in discussions with the PDC Project Manager.

IX. Concept Master Plan

1. Concept Master Plan
 - a. Develop a Concept Master Plan based on information gathered and comments received on the concept alternatives. The Concept Master Plan should respond to vehicular and pedestrian circulation, grading, planting design, lighting concept, relationship to the neighborhoods and integration of art. The Concept Master Plan should strongly demonstrate the vision of the communities and be of exceptionally good quality urban design.
 - b. The Concept Master Plan shall be in an illustrative format suitable for public presentation. The design shall include site plan(s), sections, and elevations/vignettes with appropriate detail as to convey the design. All drawings shall be suitable for inclusion in newsletters or on the PDC website.
 - c. The Concept Master Plan shall also include in narrative form, the design process, concept statement and rationale, illustrative drawings, research, public open house notes, public comments, and any and all information relevant to the Plan. The report is envisioned to be in a 8.5” x 11” black and white format.
 - d. The design team shall anticipate presenting the concept design at the Public Open House but also the possibility of presenting the plan to other neighborhood organizations.
 - e. All projects within the Central City require Design Review to determine if projects are designed appropriately for their context. The Concept Master Plan will be considered a courtesy review and will be made to the Design Commission through the Design Advisory Request (DAR) process. The design team shall anticipate preparing all documents needed for this process.

X. Solicitation Timeline

5/16/07	RFP Released
5/23/07 10:00 AM	Non-Mandatory Pre-Proposal Meeting
6/14/07 3:00 PM	Responses due
6/28/07	Contractor Selected (tentative)
7/27/07	Contract Executed (tentative)

XI. Submittal Requirements:

Please organize your proposal corresponding to this outline. Label each section accordingly, bind the complete document (staple OK), and on its cover clearly mark the proposer’s name, RFP number and project name. **Submit one (1) original plus seven (7) copies of the proposal to the Portland Development Commission as designated on the cover of this RFP.**

In order to be considered for selection and possible contract, the proposal must be complete and include the following:

1. **A Cover Letter** signed by person authorized to enter into an agreement that indicates the firm's interest in this project and understanding of the Scope of Work.
2. **Project Approach and Understanding** which demonstrates understanding of the project, scope of work, and related issues associated with the project. Provide a description of the following: (2 pages)
 - ✓ The project, issues, opportunities and constraints.
 - ✓ Issues which may arise through the project process and methods to address them.
 - ✓ How the tasks listed in the scope of work will be accomplished.
 - ✓ How to bring the project in on-schedule and within-budget.
 - ✓ How to assure work-quality and cost-control of final documents.
 - ✓ Outreach to the neighborhoods and research gathering.
 - ✓ Presentation products available and how you may use them on this project.
3. **Project Team Qualifications** must include the following: (4 pages)
 - ✓ A list of the people who will be working on this project, their specific role and duties and a percentage of time each will be contributing to the project.
 - ✓ A description of each person's qualifications and an explanation of how these skills and abilities will be used to complete this project.
 - ✓ A list of similar projects in type and scope completed by individuals on team. Provide a name and phone number of a contact for each project.
 - ✓ Information on the project manager's role, including previous experience with individuals on the team, and general team management experience.
 - ✓ Describe three (3) similar projects performed within the last three (3) years, which best characterize the team's capabilities, work quality and cost control.
 - ✓ Explain your experience with environmentally responsible or sustainable design.
 - ✓ Describe firm's resources available to perform the work for the duration of the project and other on-going projects.
 - ✓ Provide a list of three references for the prime consultant and major sub-consultants. This requirement shall not limit in any way PDC's right to check references beyond those provided, or to refer to services previously provided to PDC by this proposer.
4. **Proposed Project Schedule** (1 page)

The schedule shall describe tasks, duration, and milestones as outlined in the Scope of Work for the project. The schedule should include sufficient detail to be a realistic representation of the project requirements, including work by subconsultants and time for review. To facilitate evaluation, the schedule should be itemized according to the major task headings.

5. Proposed Cost of Services (1 page)

The proposal shall include the true estimated lump sum cost or fixed-price estimate for the proposed project approach irrespective of PDC’s anticipated cost.

Additionally, this cost shall include the hourly rates of each person associated with the project as well as the estimated number of hours each staff member will be expected to work on each task. Cost must include any direct and in-direct costs and reimbursable expenses, based on the expected hours and billing rates for all staff involved. To facilitate evaluation, the budget should be itemized according to the major task headings in the scope of work of this Request for Proposals.

6. Promotion of Diversity (1 page)

A description of the firm’s present and proposed efforts in promoting diversity in contracting and employment. Include information describing methods used to recruit and employ a diverse staff and efforts to utilize Oregon State certified Emerging Small Business (ESB), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) subcontractors and suppliers.

XII. Evaluation Criteria:

Proposals will be evaluated on information submitted in the proposal based on firm’s background experience, proposed approach, proposed personnel, proposed schedule, promotion of diversity and proposed cost. Interviews may be conducted at PDC’s discretion.

Selection criteria of the Firm’s Proposal will include, but is not necessarily limited to the following items weighted by points. Oral interviews (if conducted) will focus on clarification of the submitted materials.

Project Approach and Understanding 20 points

Proposals will be evaluated based on the information submitted in response to the “Project Approach Understanding” in Section XI of this RFP.

Project Team Qualifications 30 points

Proposals will be evaluated based on the information submitted in response to the “Project team qualifications” in Section XI of this RFP.

Proposed Project Schedule 10 points

Proposals will be evaluated based on the information submitted in response to the “Proposed Project Schedule” in Section XI of this RFP.

Proposed Cost of Services 20 points

Proposal will be evaluated on the information submitted in response to the “Proposed Cost of Services” in Section XI of this RFP.

Promotion of Diversity 20 points

Proposal will be evaluated on the information submitted in response to the “Promotion of Diversity” in Section XI of this RFP.

XII. Contract Requirements and Term:

The selected Firm will be invited to enter into a Professional Services Contract with the Commission. A sample copy of this contract is included as Attachment B. This Contract will stipulate the terms and conditions of the services to be provided. The Commission reserves the right to modify any terms and conditions of the Contract prior to the execution of the contract.

This contract is anticipated to be for one (1) year.

XIII. Submission Deadline:

All responses to this Request for Proposals are due in the offices of the Portland Development Commission by **3:00 PM Thursday June 14, 2007**. The outside of the envelope shall plainly identify the subject of the proposal, the RFP number and the name and address of the proposer. Responses received after the specified time or date may not be considered and may be returned to the proposer unopened. Submit Proposals to:

Larry Wright
Portland Development Commission
222 NW 5th
Portland OR 97209
wrightl@pdc.us

If you have any questions regarding this Request for Proposal, please contact Larry Wright at 503 – 823.3328.

Attachment A – Public Participation Plan

Attachment B – Professional Services Long Form Contract (Sample Form)

Martin Luther King Jr. Boulevard Gateway Project

Public Participation Plan

Investing in Portland's Future



April, 2007

PDC Team Members: Irene Bowers, Project Manager
Joanne Daunt, Project Coordinator
Katherine Krajnak, Project Support

Joleen Jensen-Classen, Sr. Public
Participation Coordinator

Introduction

Step #1: Project description

Background

This project proposes the realization of a Gateway and associated Heritage Markers in Northeast Portland where NE Martin Luther King, Jr. Blvd and NE Grand Avenue meet. (Figure 1) The Albina Community Plan (1993), Eliot Neighborhood Plan (1993), Martin Luther King, Jr. Blvd. Transportation Project (1998), and Martin Luther King, Jr. Blvd. Action Plan (2006) all call for a Gateway at this location commemorating Dr. Martin Luther King, Jr.. These documents also suggest that the Gateway plaza should enhance the pedestrian environment, incorporate multicultural public art, and announce the entrance to an historic area of Portland.

This project proposes to create and locate up to eight additional Heritage Markers at strategic locations (existing and future plazas) along NE Martin Luther King, Jr. Blvd. These Heritage Markers will be designed to honor individuals or events of significance to the history and diversity of inner-northeast Portland. The Gateway and Markers will have common design elements to tie the lengthy corridor together and help enhance its identity as a Main Street that has strong commercial and residential market potential, as well as a place with a unique and varied history.

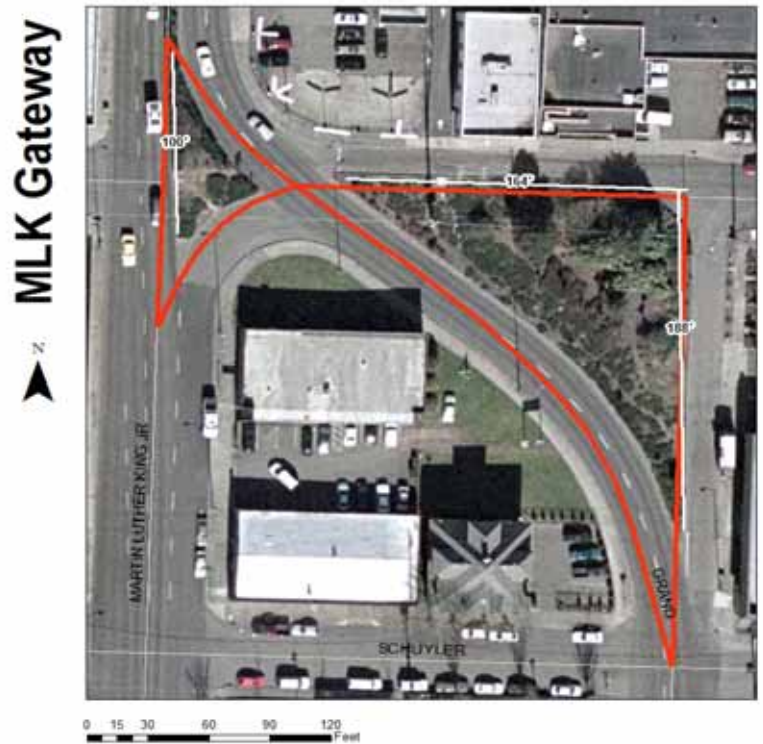


Figure 1. NE Martin Luther King, Jr. Blvd. Gateway

Project Outcome

To develop a Master Plan concept for the Gateway and Heritage Markers that highlights Dr. King and the Northeast community.

Budget and Funding

Percent for art funds 2007: \$40,000
TIF Fiscal Year 2006-07: \$100,000

Relation to Previous Plans and Public Participation Activities

The **Albina Community Plan and the Eliot Neighborhood plan of 1993** propose a Gateway Park for the two parks just south of NE Martin Luther King Jr. Blvd. and NE Grand Avenue. The park was intended to serve as a neighborhood focal point that would “serve as a meeting place for residents of one or more neighborhoods” and “have a clear identity as a landmark location” (Albina Community Plan, 1993). Similarly, the Eliot Neighborhood Plan suggests the development of a park as a gateway at or near the area bounded by NE Hancock, NE Broadway, NE King and NE Grand as a memorial to Dr. Martin Luther King, Jr.

Both of these plans also call for the incorporation of urban design elements and public art to enhance the streetscape presence along NE Martin Luther King Jr. Blvd. and to highlight the history of the area. A number of Action Items under Community Image and Character in the 1993 and revised Albina Community Plan (2000) speak directly to these goals.

- CI10 Develop symbols that represent and market the Albina Community. Symbols may include logos for Albina’s neighborhoods and commercial districts, designs for street lights and gateways, etc.
- CI11 Develop district and neighborhood gateways that mark the entrances to the Albina Community Plan area and between its sub districts. Include neighborhood flags, drinking fountains, kiosks and ornamental standards in the design of gateways.

The N.E. Martin Luther King, Jr. Transportation Project of 1998 reinforced these initial plans. One of the guiding principles called for the placement of gateways along the Boulevard. The second item for Phase III: Broadway to Fremont states “Develop a new gateway to the Martin Luther King, Jr. Boulevard corridor at MLK, Grand, and Hancock. The gateway would commemorate Dr. King as outlined in the Albina Community Plan.”

Finally, in the spring of 2006 the **Martin Luther King, Jr. Boulevard Strategy Update and Action Plan** was created with the input of numerous community stakeholders, advisory committees, and city bureaus and approved by the PDC board of commissioners in June 2006. Two action items in the plan echo the two action items already set forth in the Albina Community Plan.

Action Item 4, Strategy #3 (Highlight the image and market on MLK)

Focus on implementing a long standing goal in the Albina Community Plan, creating a gateway into inner northeast neighborhoods north of Broadway on MLK Blvd., that celebrates and pays tribute to Dr. Martin Luther King, Jr.

Action Item 5, Strategy #6 (Improve the function of MLK Blvd. for people and transit)

Identify a series of art pieces, historic signs or markers (in conjunction with RACC) that could enhance the corridor at gateways and major intersections.

The installation of a gateways and heritage markers along NE Martin Luther King Jr. Blvd serves a number of community and planning goals. First, NE Martin Luther King Jr. Blvd was, and still is, viewed as a major arterial thoroughfare with the primary function of moving north and southbound traffic. Despite its Main Street designation, it is not *perceived* as a pedestrian friendly boulevard. The installation of art and signage would improve the streetscape and help emphasize NE Martin Luther King Jr. Blvd's role as a center of the community and as a vital corridor to work, shop, and recreate. Second, NE Martin Luther King Jr. Blvd north of NE Broadway is the thread that connects five Northeast Portland neighborhoods. Art and signage along Martin Luther King Jr. Blvd can both draw attention to each neighborhood's distinctiveness and unite these neighborhoods with one common theme.


Step #2: Assess Level of Public Concern or Interest

INTERNAL WORKSHEET: Assessment Worksheet

Assessment Questions	Very low (1)	Low (2)	Moderate (3)	High (4)	Very High (5)
1. What is the level of anticipated controversy, opportunity, conflict or concern on this or related issues?			X		
2. How significant are the potential impacts to the public?		X			
3. How much do the major stakeholders care about this issue?				X	
4. What degree of involvement does the public appear to desire?			X		
5. What is the potential for public impact on the potential decision or project?				X	
6. How significant are the possible benefits of involving the public?				X	
7. How serious are the potential ramifications of NOT involving the public?					X
8. What levels of public participation does the Commission and/or directors desire or expect?			X		
9. What is the possibility that the media will become interested?			X		
10. What is the probable level of difficulty in solving the problems or advancing the project?			X		
Count number of checks in each column	0	1	5	3	1
Multiply number of checks by the weight	X1	X 2	X3	X4	X5
Enter column score	0	2	15	12	5
Add total of all five columns	34				
Divide total score by number of questions	34 / 10				
Average score -(Desired Level of Public Participation Spectrum)	3.4 = Involve				

Step #3: Determine Level of Public Participation

Average score from assessment worksheet = 3.4

Increasing Level of Public Participation 			
Inform (1-1.9)	Solicit Input / Consult (2-2.9)	Involve (3-3.9)	Collaborate (4-4.9)
<u>One-way communication</u> between PDC and the public to provide the public with balanced and objective information to assist them in understanding the problems, alternatives and/or solutions.	Seek public feedback on a proposal, analysis or alternatives. Requires a response from the public, but limited opportunity for public dialogue.	Work directly with the public throughout the process to ensure that issues and concerns are consistently understood and considered. Includes elements of public information and outreach, but adds a third dimension of <u>two-way communication</u> .	To collaborate with the public on some or all aspects of the decision including the development of alternatives and the identification of the preferred solution.
Promise to the Public			
We will keep stakeholders informed	We will keep stakeholders informed, listen to and acknowledge concerns and provide feedback on how public input influenced the decision.	We will work with stakeholders to ensure that their concerns and issues are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to stakeholders for direct advice and innovation in formulating solutions and incorporate their advice and recommendations into the decisions to the maximum extent possible.
Example of Tools to use			
<ul style="list-style-type: none"> ✓ Fact sheets ✓ Press Releases ✓ Web site 	<ul style="list-style-type: none"> ✓ Public Meetings ✓ Comment Cards ✓ Surveys 	<ul style="list-style-type: none"> ✓ Workshops ✓ Design Charrettes ✓ Citizen Advisory Committees 	<ul style="list-style-type: none"> ✓ Working Group ✓ Joint Venture

Step #4: Identify Public Participation Goals

The project team identified the following overarching goals and desired outcomes for the public participation process.

1. Implement a long standing goal of the Albina Community Plan by creating a gateway into inner northeast neighborhoods north on Broadway on Martin Luther King Jr. Boulevard that celebrates and pays tribute to Dr. Martin Luther King Jr.
2. Redevelop the land at the intersection of NE Grand and Martin Luther King Jr. Boulevard into a gateway that enhances the identity of the inner northeast neighborhoods.
3. Implement public art projects at key intersections along Martin Luther King Jr. Boulevard that identify and celebrate the diversity of the various communities that border the boulevard.
4. Involve a diversity of stakeholders in the planning and implementation of the gateway and public art projects to ensure community understanding and support for the project.

Step #5: Identify Stakeholders and Strategic Partners

Primary Stakeholders: The audiences that PDC will communicate with most frequently and, if appropriate, seek input and involve in the RFP process and or a Stakeholder Advisory Committee.

- Eliot, Humbolt, King and Piedmont Neighborhood Associations
- NNE Business Association
- Martin Luther King Jr. Boulevard Advisory Committee
- Vanport Project Advisory Committee
- Area Artists
- Triangle Businesses: Albina Community Bank; Hecht & Hecht
- Technical Advisors: PDOT, BOP, RACC, BES,
-

Secondary Stakeholders: Includes other citizens active in the city's established neighborhoods and business associations

- Boise, Irvington, Sabin, Vernon and Woodlawn Neighborhood Associations
- Oregon Convention Center Urban Renewal Advisory Committee (OCC URAC)
- PCC Art and History Departments
- Blazers boys and Girls Club
- Police Activities League at Walnut Park
- Bosco Milligan Foundation
- Art on Alberta
- Portland Public Schools: Elementary and Secondary
- Area Churches
- Residents at large
- Area businesses: Albina Community Bank, Hecht and Hecht

Tertiary Stakeholders: Groups to be informed at milestones or other significant events in the life of the project

- Northeast Coalition of Neighborhoods
- Media representatives including but not exclusive of: The Skanner, The Portland Observer, The Asian Reporter, The Oregonian, The Portland Tribune

Step #6: Identify Public Participation Tools

Tool	Description	Level of Participation
Stakeholder Advisory Committee (PAC)	PDC will establish a project advisory committee	Involve
Fact sheet	Project background fact sheet to include information about the site, the history of the project, the surrounding neighborhood, relevant plans and policies, the public participation process, the eventual project design/program, and key project staff contact information.	Inform
Presentations	Attend stakeholder and community meetings to provide project updates and receive input	Inform and Input
Media releases	With assistance from PDC Public Affairs staff, develop a schedule of press releases to inform the about significant events in the life of the project	Inform
PDC Website	Project updates and information on milestones will be posted to the site, including the fact sheet, information and dates and outcomes of the presentations to the community by the developers.	Inform

Step #7 and 8: Project Schedule, Staff Roles and Responsibilities

Timeline	Tool	Responsible Party
April 2007	Project Advisory Committee	Irene Bowers/Joleen Jensen-Classen
Complete	Fact Sheet	Irene Bowers
TBD	Community Meetings	Consultant Team/PDC Team
As needed in the process	Media Releases	Joleen Jensen-Classen
April 2007	PDC Website	Joanne Daunt

Step #9: Gather and Disseminate Public Input and Results

To assure that public input is given proper consideration and utilized effectively, the team will follow these methods to disseminate the information.

Tool	Evaluation	Responsible Party
Pre-Project Survey	Use responses from the public to guide project planning. Evaluate number of responses and effectiveness of the locations.	PDC Team
Stakeholder Advisory Committee	Check in with members throughout the process; final evaluation upon project completion	Joleen Jensen-Classen
Fact Sheet	Review with internal staff; make changes in response to public comment; changing circumstances	PDC Team
Community Reaction Survey	Determine public reaction to initial designs. Evaluation the number of responses and effectiveness of the locations.	Consultant Team Joanne Daunt
Community Meetings	Evaluation form for audience to complete	Joleen Jensen-Classen
Media Releases	Track responses	Joleen Jensen-Classen
PDC Website	Respond to incoming messages within 24 hours; summarize public comments; review monthly to make sure information is accurate and updated	PDC Team

Martin Luther King Jr. Boulevard Gateway Project

APPROVAL:

_____ Date _____
 Community Relations and Business Equity Director
 Portland Development Commission

CONTRACT NO. _____

PERSONAL SERVICES CONTRACT
SHORT TITLE OF WORK PROJECT: _____

This contract is between the Portland Development Commission, hereafter called "Commission" or "PDC," and **Click Here and Type**, hereafter called "Contractor." The Commission's Project Manager for this contract is **Click Here and Type**.

Effective Date and Duration

This contract shall become effective on **Click Here and Type** (or on the date at which every party has signed this contract, whichever is later). This contract shall expire, unless otherwise terminated or extended, on **Click Here and Type**.

Statement of Work

- (a) The scope of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof.
- (b) The delivery schedule for the work is identified in EXHIBIT A.

Consideration

- (a) Commission agrees to pay Contractor a sum not to exceed **Click Here and Type** for accomplishment of the work. The Commission shall not be liable for any costs in excess of this amount incurred by the Contractor, except as specifically noted herein. However, payment of the full compensation to the Contractor shall not excuse the Contractor from completing the scope of work identified in EXHIBIT A.
- (b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Terms and conditions listed on pages 2 - 4 are incorporated herein and a part of this contract.

=====

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Firm Name (please print): _____
 Address (including City/State/Zip): _____
 Phone #: _____ Fax #: _____ Social Security #: _____
 Federal Tax ID #: _____ State Tax ID #: _____ Business License # _____
 Citizenship: Nonresident alien Yes No
 Business Designation (check one): Individual Sole Proprietorship Partnership Corporation
 Limited Liability Co (LLC) Estate/Trust Public Service Corp. Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on pages 2-4 and made part of this contract by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

Approved by the Contractor: _____
 Authorized Signature _____ Date _____
 Print Name & Title _____

=====

PORTLAND DEVELOPMENT COMMISSION SIGNATURES

Approved as to form
by Legal Counsel: _____
Date _____

Approved by: _____
Central Services Director _____ Date _____

**PORTLAND DEVELOPMENT COMMISSION
STANDARD CONTRACT PROVISIONS FOR
PERSONAL SERVICES CONTRACTS (MANDATORY PROVISIONS)**

1. Access to Records

The Contractor shall maintain, and the Portland Development Commission ("Commission" or "PDC") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the Commission.

2. Audits

(a) The Commission, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this contract at any time in the course of the contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the Commission.

(c) If an audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the Commission may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on page 1) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. Funds

The Commission certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

5. Early Termination of Contract

(a) The Commission and the Contractor, by mutual written agreement, may terminate this Contract at any time.

(b) The Commission, on thirty (30) days written notice to the Contractor, may terminate this contract for any reason deemed appropriate in its sole discretion.

(c) Either the Commission or the Contractor may terminate this contract in the event of a breach of this contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate this contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the Commission shall pay the Contractor for work performed in accordance with this contract prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Contractor due to a breach by the Commission, then the Commission shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Commission due to a breach by the Contractor, then the Commission shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in subsection 7(a), **Remedies**.

(d) In the event of early termination, all of the Contractor's work product will become and remain property of the Commission.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Contract**, hereof, by the Commission due to a breach by the Contractor, then the Commission may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the Commission the amount of the reasonable excess.

(b) The remedies provided to the Commission under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The Commission also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this contract by the Commission, then the Contractor's remedy shall be limited to termination of the contract and receipt of payment as provided in subsection 5(c), **Early Termination of Contract** and subsection 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

(a) Contractor shall not subcontract, assign or transfer any of the work scheduled under this contract, without the prior written consent of the Commission. Notwithstanding Commission approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the Commission shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

(b) Subcontractors approved by the Commission Project Manager:

1. Name: [Click Here and Type](#) Address: [Click Here and Type](#)
2. Name: [Click Here and Type](#) Address: [Click Here and Type](#)

9. Compliance with Applicable Law

In connection with its activities under this contract, Contractor shall comply with all applicable federal, state and local laws and regulations.

9a. Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the Commission, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this contract; provided however, that nothing herein shall be construed to require indemnification of the Commission for liability attributable to the Commission's sole negligence.

9b. Indemnity - Claims for Professional Liability

Contractor shall defend, save, and hold harmless the Commission, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this contract.

9c. Indemnity - Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation, or the Commission, in its sole discretion, may terminate this contract pursuant to subsection 5(c), **Early Termination of Contract** and pursue any and all remedies available.

10. Insurance

EXHIBIT B is hereby referenced and made a part of this contract.

11. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the Commission.

12. Nondiscrimination

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 (Pub I. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

13. Counterparts

This contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

14. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

15. Severability

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

16. Waiver

The failure of the Commission to enforce any provision of this contract shall not constitute a waiver by the Commission of that or any other provision.

17. Errors

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

18. Governing Law

The provisions of this contract 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 contract must be brought in the appropriate court in Multnomah County Oregon.

19. Amendments

The Commission and the Contractor may amend this contract at any time only by written amendment executed by the Commission and the Contractor.

20. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02.300 prior to beginning work under this Contract. The Contractor shall provide a business license number in the space provided on page one of this contract.

21. Prohibited Interest

(a) No Commission officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

(b) No Commission officer or employee who participated in the award of this contract shall be employed by the Contractor during the period of the contract.

22. Payment to Vendors and Subcontractors

(a) The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this contract.

(b) The Contractor shall not take or fail to take any action in a manner that causes the Commission or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the Commission's prior written consent.

(c) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as such claim becomes due, the Commission may pay such claim to the person and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract. However, the payment of such a claim by Commission shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

23. Contribution to Industrial Accident Fund; Withholding Taxes; Payment of Medical Care to Employees

(a) The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this contract.

(b) the Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to state law.

(c) As required by ORS 279.320, the Contractor hereby agrees that the Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all money and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or subcontract for the purpose of providing or paying for such service.

24. Confidentiality

All services, including reports, opinions and information, to be furnished under this contract are confidential and shall not be divulged by Contractor or Contractor's agents or employees, in whole or in part, to any person other than to representatives of the Commission, except by testimony under oath in a judicial proceeding or as otherwise required by law or authorized in writing by the Commission Project Manager.

Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT 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 HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

EXHIBIT A

SCOPE OF WORK BILLING AND PAYMENT PROCEDURE

I. SCOPE OF WORK:

II. BILLING AND PAYMENT PROCEDURE:

- a. The Contractor shall submit to the Commission for payment an itemized invoice in a form and in sufficient detail to determine the work performed for the amount requested. The invoice shall contain at a minimum:
 - Invoice date
 - Number of hours worked on the project
 - Billing rate applied
 - Contract number
 - Description of reimbursable items
- b. The form shall be determined by the Commission Project Manager. Invoices may be submitted monthly, or at such other interval as is specified by the Commission Project Manager.
- c. The Commission shall process payment in its normal course and manner for accounts payable, **NET 30 DAYS**. Discounts offered by the Contractor for earlier payment are encouraged, but the Commission shall not be obligated to make payment in less than 30 days from the date the invoice is received.

III. FORMAT OF ELECTRONIC PRODUCTS

Any documents provided to PDC under this contract should be in electronic format on CD or DVD, meeting the following criteria:

- Where possible, provide the native files in the original software program used (Adobe InDesign for page layout, Macromedia Freehand or Adobe Illustrator for illustrations).
- Provide high-resolution electronic files of all "placed art and images" used in the layout (220-dpi minimum resolution, in .eps, .jpg or .tif format as appropriate).

If the above formats are not available, provide files in two (2) versions of "Adobe Acrobat PDF":

- Print quality (high resolution) PDF document suitable for print; and
- Web quality (standard resolution) PDF documents suitable for posting on our website.

All draft documents should be forwarded in Microsoft WORD where possible.

EXHIBIT B

INSURANCE

The Contractor's insurance shall be primary insurance, and any insurance or self insurance maintained by the City and/or PDC shall not contribute to it. During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

1. **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027).

Required and attached or Contractor is exempt. Certified by Contractor: _____
Signature/Title

The Commission must specify required insurance below:

2. **Commercial General Liability** insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. The Liability Insurance coverage shall provide contractual liability coverage for the indemnity required under this contract. The coverage shall name **"The Portland Development Commission and the City of Portland and each of their respective officers, agents, and employees"** as Additional Insured with respect to the Firm's services to be provided under the contract. **Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate.**

Required and attached or Waived by Central Services Director: _____

3. **Automobile Liability** insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Required and attached or Waived by Central Services Director: _____

4. **Professional Liability** insurance with a combined single limit per occurrence of not less than \$1,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this contract.

Required and attached or Waived by Central Services Director: _____

5. **On All Types of Insurance.** There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the Commission.

6. **Certificates of Insurance.** As evidence of the insurance coverage required by this contract, the Contractor shall furnish acceptable insurance certificates to the Commission at the time contractor returns signed contracts. The General Liability certificate shall provide that **the Commission, the City of Portland, and each of their respective agents, officers, and employees are Additional Insured** but only with respect to the Contractor's services to be provided under this Contract. Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate shall provide that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the Commission. Insuring companies or entities are subject to Commission acceptance. If requested, complete copies of the insurance policy shall be provided to the Commission. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.