

# CITY OF PHOENIX

## RESOLUTION NO. 949

### A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR THE 2016 PARKS, RECREATION, AND OPEN SPACE MASTER PLAN.

**WHEREAS**, the City of Phoenix was awarded a grant by the Oregon Parks and Recreation Department to plan for current and future parks, recreation, and open space facilities and programs; and

**WHEREAS**, the Population Research Center at Portland State University has projected that the City's population will grow by at least 40% from its current level over the next 20 years; and

**WHEREAS**, the eventual annexation of the Urban Reserve Area known as PH-3 will add another 2,000 residents to the City's population; and

**WHEREAS**, the City's current Comprehensive Plan Parks and Recreation element has not been updated since 1998 and does not account for projected population growth and changes in community preferences and needs; and

**WHEREAS**, the City of Phoenix has begun an initiative to update its entire Comprehensive Plan and expand its Urban Growth Boundary to address the future need for residential, employment, and recreational and open space lands; and

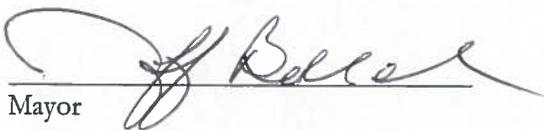
**WHEREAS**, the Community Planning Workshop submitted a proposal to the City to produce a Parks, Recreation, and Open Space Master Plan; and

**WHEREAS**, a review panel ranked this proposal highest among all other proposals and recommended that the Community Planning Workshop be selected to produce the Parks, Recreation, and Open Space Master Plan.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Phoenix City Council hereby authorizes the City Manager to negotiate and execute a professional services agreement that substantially conforms to that presented in Exhibit "A".

**APPROVED** by the City of Phoenix this 18<sup>th</sup> day of January, 2016.

Attest:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Recorder

Attachment A  
City of Phoenix Oregon  
Parks, Recreation, and Open Space Master Plan  
Professional Services Contract

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the City of Phoenix, hereinafter referred to as the CITY, and the University of Oregon, a governmental entity of the State of Oregon, hereinafter referred to as the CONSULTANT.

RECITALS

The CITY issued a Request for Proposals (RFP) for a Parks, Recreation, and Open Space Master Plan to which the CONSULTANT responded. Upon review and careful consideration, the CITY selected the CONSULTANT to perform work described in Exhibit "A" SCOPE OF WORK.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

AGREEMENT

ARTICLE 1 – SERVICES

- A. The professional services to be performed for the CITY in the Scope of Work involve production of a Parks, Recreation, and Open Space Master Plan to be provided by CONSULTANT
- B. In the event of conflict between provisions set forth in this Agreement and those described in the Scope of Work concerning the project tasks to be completed, the provisions of the Scope of Work shall control.
- C. Services of the CONSULTANT shall be under the general direction of Matt Brinkley, City of Phoenix Planning Director and Steve Dahl, City of Phoenix City Manager.

ARTICLE 2 – SCHEDULE

The Date of Commencement for the CONSULTANT's work is estimated to be on or about January, 2016. Date of Completion for this project shall be on or about August 30, 2016.

ARTICLE 3 – PAYMENTS TO CONSULTANT

- A. The CITY shall pay to the CONSULTANT for services satisfactorily performed on a time and materials basis with a total cost not to exceed \$47,967.00. Invoices shall be prepared by the CONSULTANT no more frequently than once a month. Payment is due within 30 days of receipt of invoice. CONSULTANT invoice shall include a detailed accounting describing the nature of work performed and its necessity to complete a particular Task within the Scope of Work.
- B. CONSULTANT shall submit a weekly "Look Ahead Report" to CITY describing work scheduled within the subsequent 2 week period and identify progress made toward the completion of tasks described in the Scope of Work.

ARTICLE 4 – PERSONNEL AND EQUIPMENT

The CONSULTANT represents that it has, or will secure at its own expense all necessary personnel and equipment required to perform its portion of the services specified in this Agreement.

ARTICLE 5 – FEDERAL AND STATE TAX

The CONSULTANT, as an independent contractor described in shall be responsible for payment of its own FICA (Social Security) and other payroll and related expenses incurred with respect to the Agreement.

#### ARTICLE 6 – INSURANCE

CONSULTANT is self-insured under ORS 352.107, with adequate levels of excess general liability and commercial auto liability insurance, and maintains workers' compensation insurance for its employees in conformance with ORS 656.017.

#### ARTICLE 7- INDEMNITY PROVISIONS

- A. To the degree permitted by the Oregon Tort Claims Act and the Oregon Constitution, Article XI, §7, CONSULTANT shall indemnify, defend, and hold CITY harmless from and against all claims, demands, liabilities and losses, damages, costs and expenses, including without limitation, reasonable attorneys' fees and court or proceeding costs, that may be incurred or suffered by CITY and which arise solely from CONSULTANT's negligent acts or omissions.
- B. CITY shall indemnify, defend, and hold CONSULTANT harmless from and against all claims, demands, liabilities and losses, damages, costs and expenses, including without limitation, reasonable attorneys' fees and court or proceeding costs, that may be incurred or suffered by CONSULTANT and which arise solely from CITY'S negligent acts or omissions.

#### ARTICLE 8 – CONFLICT OF INTEREST

The CONSULTANT represents that it and its sub-consultants presently have no interest, economic or otherwise, and shall acquire no such interests, either direct or indirect, which would conflict in any manner with the performance of services required hereunder.

#### ARTICLE 9 –INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent or servant of the CITY. This shall be true even though persons employed by CITY are to be utilized in the work, and at times subject to the direction and control of CONSULTANT as to the manner and mode of performance of the work. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

#### ARTICLE 10 – ACCESS AND AUDITS

The CONSULTANT and its sub-consultants shall maintain adequate records including canceled checks, bank statements, payroll records, vendor invoices, mileage records, and other source documents which evidence expenditures, to justify all charges, expenses and costs incurred in performing the work for at least three (3) months after completion of this Agreement. The CITY shall have access to, and the right to examine, such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S cost, upon five (5) days written notice.

#### ARTICLE 11 – ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Agreement, including the Exhibits, sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this

Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 12 – AMENDMENTS AND MODIFICATION

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the authorized representatives of the parties.

The CONSULTANT reserves the right to make changes in the services to be provided, so long as the proposed change in the service has been approved by the CITY, or its duly authorized agent, which approval shall not be unreasonably denied. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall (1) provide an estimate for the increase or decrease in cost and fees due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONSULTANT's ability to meet the completion date or schedules of this Agreement.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall have an Amendment and the CONSULTANT shall not commence work on any such change until the written amendment has been signed by each of the parties and a Notice to Proceed has been issued.

ARTICLE 15 – CERTIFICATION AND LIABILITY

The CONSULTANT certifies that its services under this Agreement shall be performed in accordance with the CITY approved Scope of Work subject to the inspection and final approval of the CITY AND REGULATORY AGENCIES, which approval will not be unreasonably denied.

ARTICLE 16 – NOTICE TO PROCEED

The CONSULTANT shall not commence work upon any Task or Subtask as defined within the Scope of Work, including changes, until it receives a written Notice to Proceed.

ARTICLE 17 – AUTHORITY

Each person placing his or her name on the signature line below on behalf of a party expressly represents that he or she is authorized to execute this Agreement on behalf of the party, and that all necessary preconditions to a grant of authority to execute the Agreement and bind the party thereto have occurred.

CONSULTANT

\_\_\_\_\_

CITY OF PHOENIX

Date: \_\_\_\_\_

\_\_\_\_\_

Mayor

Date: \_\_\_\_\_

\_\_\_\_\_

City Manager

Approved as to form:

\_\_\_\_\_

City Attorney

DRAFT

# 2016 Parks, Recreation, and Open Space Master Plan Ranking Summary

Name of Respondent	Completeness	Understanding	Capacity	Experience	ROI	Total
	10	25	20	25	20	
Community Planning Workshop	7.75	21.25	17.50	22.50	18.00	87.00
Galbraith/CSA	3.25	8.25	11.75	4.25	7.50	35.00
Design Perspectives	8.75	19.50	15.00	12.50	13.75	69.50

## CPW

	Completeness	Understanding	Capacity	Experience	ROI	Total	Under/Over Avg	% U/O
Reviewer 1	8.00	20.00	18.00	25.00	20.00	91.00		
Reviewer 2	8.00	15.00	12.00	20.00	15.00	70.00		
Reviewer 3	7.00	25.00	20.00	20.00	17.00	89.00		
Reviewer 4	8.00	25.00	20.00	25.00	20.00	98.00		
Avg	7.75	21.25	17.50	22.50	18.00	87.00	23.17	36.29%

## Galbraith/CSA

	Completeness	Understanding	Capacity	Experience	ROI	Total	
Reviewer 1	3.00	3.00	10.00	2.00	10.00	28.00	
Reviewer 2	2.00	5.00	10.00	5.00	5.00	27.00	
Reviewer 3	3.00	15.00	12.00	5.00	5.00	40.00	
Reviewer 4	5.00	10.00	15.00	5.00	10.00	45.00	
Avg	3.25	8.25	11.75	4.25	7.50	35.00	
						28.83	-45.17%

## Design Perspectives

	Completeness	Understanding	Capacity	Experience	ROI	Total	
Reviewer 1	10.00	20.00	15.00	10.00	10.00	65.00	
Reviewer 2	5.00	15.00	15.00	10.00	15.00	60.00	
Reviewer 3	10.00	23.00	15.00	15.00	15.00	78.00	
Reviewer 4	10.00	20.00	15.00	15.00	15.00	75.00	
Avg	8.75	19.50	15.00	12.50	13.75	69.50	
						63.83	8.88%

Avg 3 respondents