

**CITY OF OREGON CITY
REQUEST FOR QUALIFICATIONS**

**PROFESSIONAL SERVICES
FOR**

**OREGON CITY OPERATIONS COMPLEX DEVELOPMENT
OWNER'S REPRESENTATIVE & CONSTRUCTION MANAGEMENT**

DATE DUE: THURSDAY, APRIL 18, 2019

TIME DUE: 4:00 PM



City of Oregon City
625 Center Street
Oregon City, Oregon 97045

**CITY OF OREGON CITY
REQUEST FOR QUALIFICATIONS
TO PROVIDE PROFESSIONAL SERVICES
FOR
OREGON CITY OPERATIONS COMPLEX DEVELOPMENT
OWNER’S REPRESENTATIVE/CONSTRUCTION MANAGEMENT

NEW CITY OPERATIONS CENTER**

The Public Works Department of the City of Oregon City, Oregon is soliciting for statements of qualifications from firms interested in submitting qualifications for owner’s representative and construction management services. This solicitation is for the project to build a new Oregon City Operations Complex located at 13895 Fir Street, Oregon City.

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SECTION I: BACKGROUND

The City of Oregon City has planned and budgeted for a new Public Works Center (PWC) since 2004. The initial plans called for using properties that the City already owned at its existing Center Street Operations Center. This approach was due to a lack of suitable industrially-zoned sites with adequate acreage located within the City. During these initial planning stages, it was determined that the ideal site would consist of six to eight acres of appropriately zoned land, contain 15,000 to 20,000 square feet of office space, a minimum of 20,000 square feet of warehouse space, 5000 square feet for a fleet maintenance facility, and sufficient parking for the City's existing fleet inventory. The longstanding goal was to accommodate a PWC that combined the entire Department (Engineering Group and the Operations Group) under one facility, freeing up office space at City Hall (625 Center Street).

In addition to addressing the Public Works Operation's needs, the City's Parks Maintenance (PM) Division of the Community Services Department is in need of operational space for its activities. They recently obtained funding and identified land for a future facility to house their operations and support needs.

In June 2018, the City of Oregon City identified and acquired property to be utilized for an Oregon City Operations Complex. This new property would house the 44 existing members of the Public Works Department (PW), the 10 members of PM and their respective operation materials and equipment, as well as room for future growth. The site will also serve as a Fleet Shop. The new site is a 4.79 acre industrially-zoned parcel located at 13895 Fir Street in Oregon City. The parcel has an existing 59,564 square feet of warehouse space and an additional 16015 square feet of office space. These structures were constructed across six different phases with the initial construction commencing in 1972. The administrative building and portions of the warehouse structure would require extensive renovation to be suitable for final municipal use. Additionally, none of the existing structures were designed to *essential facility seismic standards*. Based on initial structural analysis commissioned by the City of Oregon City and other professional consultants, it was determined that seismically upgrading the building to a Type IV seismic category, essential facility construction standards would require substantial improvements. Other services were sought to evaluate the current space needs and provide recommendations for required space needs to accommodate existing and future projections for a new structure to accommodate PW and PM functions and equipment, as well as future projections to allow for growth. Oregon law (ORS 455.447) identifies essential facilities as, "Structures and equipment in government communication centers and other facilities required for emergency response." The Public Works emergency response function meets the standard as an "essential facility" that must be designed to withstand a significant seismic event.

SECTION II: GOALS AND OBJECTIVES

Fir Street – The Fir Street Property is well suited for use as an Operations Complex in that it includes 4.7 acres zoned industrial and is relatively level and fenced. The site includes two 10,000 gallon underground fuel tanks with pumps, there is plenty of warehouse space, and the warehouse buildings are equipped with heat and fire suppression. Unfortunately, the front warehouse and office buildings do not meet the immediate nor long-term needs of a City Operations Complex. The goal is to demo the front (original) warehouse and office appendages and replace with a new two-story building.

Other major modifications include a four-bay fleet maintenance facility, office spaces for mechanics, purchasing, facility staff, and warehouse access and rack storage conducive to the needs of the department.

Budget – Based on 2019 estimates, the full-build project scenario is anticipated to be nearly \$11.4 million. This estimate is based on the following allocation:

Construction Costs (including contingency)	Estimate
Building Demolition	\$150,000
Site Work	\$1,100,000
New Two-Story Building	\$7,130,000
Outdoor Parking Structures	\$258,000
Warehouse Buildout	\$815,000
Offsite Needs	\$50,000
Subtotal	\$9,503,000

Project Soft Costs	Estimate
Management, Architecture, Engineering, other project delivery professional services	\$1,365,000
Phone/Data/Communications/Security	\$120,000
Office Furnishings	\$150,000
Permit Fees	\$130,000
Soft Cost Contingency	\$110,000
Subtotal	\$1,875,000

Schedule – The City is in a good position in that the schedule to move into a new facility is not constrained by a set move-in deadline or financial lending deadline. However, time is of the essence in that the Fir Street property was acquired in June 2018, the facility costs associated

with maintaining two sites adds up, and City staff, our City Commission, and the Oregon City community are all expecting a facility change as soon as possible.

The development of the Oregon City Operations Complex is similar to other public facility projects such as the Oregon City Library and the Oregon City Police Station with regard to the need for a quality facility. However, public use and access to the Operations Complex will be less than the need at the Police/ Court Facility or Library. Community involvement on a build of this nature is vital yet public involvement is expected to be more about ensuring appropriate use of funding and ensuring plans are considerate of the current and future needs of this facility.

For the purpose of the submittal proposers should consider the following schedule:

Build a Project Delivery Team	March 2019 – August 2019
Schematic Design	August 2019-December 2019
Design Development	January 2020 – March 2020
Construction Documents	April 2020 – July 2020
Bidding/Permitting	April 2020 – September 2020
Construction	June 2020 – July 2021
Building Furnishings	August 2021 – September 2021
Grand Opening	November 2021

Critical Facility Design – As staff considered the Oregon City Operations Complex and where it falls on the spectrum of risk and appropriate design, its thought that the new Operations Complex building should be considered a critical facility Category III or IV. In reaching specific conclusions about the finished build, the City is interested in seeing that this new building is designed and constructed according to criteria that results in provision of the critical services provided by the Public Works and Parks Departments. Proposers should anticipate facilitating a simplified assessment of facility needs, building codes, and industry understanding of the local and regional natural risks, and available funding. Building recommendations should use this information to define acceptable or tolerable levels of risk associated with the final design.

Sustainability – The Public Works Department is interested in a new building that is accessible, secure, healthy and productive, while minimizing any negative impacts upon the environment, and the economy. We feel that reusing so much of the site is in itself a significant step in the right direction. As for the new buildings and decisions associated with the warehouse buildout, the expectation is that design decisions will consider optimizing the use of energy, consider innovative uses for site stormwater, optimize building space and material use, and enhance the

indoor environmental quality. Among other attributes, a sustainable building maximizes daylighting, has appropriate ventilation and moisture control, optimizes acoustic performance, and avoids the use of materials with high-VOC emissions.

Aesthetics – We’ll know it when we see it. This is a traditional building type with many site constraints. The City has a history of designing and constructing traditional buildings that fit well with the surroundings. We’re excited to engage in an integrated design process to understand the materials and elements available for this kind of a project. Proposers should be prepared to facilitate work sessions on materials and their cost effectiveness, availability within the project timeline, resiliency, and sustainability. At the end of the day, the success of this building will be measured by whether it meets the performance objectives of serving the public’s need for a citywide Operations Complex.

SECTION III: SCOPE OF WORK

The Owner’s Representative shall serve as the City’s (Owner’s) principal point of contact and liaison between the Architect, the General Contractor (“GC”) and other consultants, contractors and vendors throughout the project. The Owner’s Representative shall advocate for the Owner’s interests in quality, timeliness, and cost-effective construction while maintaining professional relationships with contractors and other service providers. The Owner’s Representative will be responsible for monitoring progress on all aspects of the project in every phase and ensuring the project is completed at the lowest possible cost and highest degree of functionality and quality.

This position will provide administrative, management, and related services as required to coordinate work of the contractors with each other and with the activities and responsibilities of the Owner’s Representative, the Owner, and the Architect. It’s very likely that the project delivery method chosen by the City will include Construction Management/General Contracting (CMGC) or Design Build (DB), and in this case the title Architect shall be considered the Architect and/or lead design professional on the delivery team.

A. Core Services

The Owner’s Representative will be tasked with completing the project in accordance with the Owner’s objectives for cost, time, and quality, and shall provide services including:

1. General Services
 - a. Schedule and conduct meetings to discuss such matters as procedures, progress, issues, problems, and scheduling.

- b. Attend a progress meeting every two weeks prior to construction to provide project updates to Owner.
 - c. Attend weekly progress meetings during construction and provide progress meeting minutes provided by GC.
 - d. Provide review comments to Architect, Owner and GC.
 - e. Enrollment of the buildings in an Energy Trust of Oregon incentive program.
 - f. Evaluation of the existing condition of the Operations Center facilities and equipment.
 - g. Evaluate aspects of the proposed buildings related to sustainability.
2. Conceptual Services
- a. Evaluate the existing conceptual/preliminary budget and further refine and update as needed.
 - b. Prepare conceptual activities and "Milestone" schedule.
 - c. Recommend project delivery system: traditional design/bid/build, modified design/bid/build with prequalified construction firms, Construction Manager/General Contractor (CM/GC), or design/build.
 - d. If an alternative bidding process is selected, successfully complete the necessary documents such as "Finding of Fact."
 - e. Interface with the City of Oregon City's Planning and Engineering Departments regarding planning and permits (i.e. land use) and attend all associated meetings.
 - f. Review "Constructability" and "Construction Phasing" issues.
3. Architectural Design & Engineering Firm Selection or Delivery Team in the case of a CMGC or DB:
- a. Assist Owner in writing Request for Qualifications (RFQ) for the needed Services and help define scope of services.
 - b. Participate in selection committee and assist Owner in selecting three qualified Firms or Companies from the RFQ submittals.
 - c. Assist Owner in writing the needed Request for Proposals.
 - d. Assist Owner in evaluation and selection of Firms/Teams.
 - e. Participate in negotiation with highest ranked proposer.
4. Design & Engineering Development
- a. Coordinate with design team.
 - b. Assist with design cost reviews.
 - c. Assist with constructability reviews.
 - d. Assist with value engineering studies.
 - e. Assist with obtaining building permits.

- f. Review/recommend service provider payment requests and contract modifications.
 - g. Review cost estimates at schematic, design development, and completion at various milestones of completion.
 - h. Review/refine project "Milestone" schedule and prepare "Master Project Schedule."
- 5. Contract Management
 - a. Review/advise on preparation of construction contracts.
 - b. Review/prepare bid packages.
 - c. Develop scheduling and contract administration clauses for inclusion into the contract documents.
- 6. Bidding Phase
 - a. Pre-qualification of construction contractors.
 - b. Compare and analyze bids and proposals.
 - c. Assist in construction contractor selection and award.
 - d. Assist in contract negotiations with construction firm.
- 7. Inspections
 - a. Monitor construction progress and quality on-site through day-to-day observation/inspection of work.
 - b. Make reasonable efforts to guard against defects and deficiencies in the work of the GC and ensure that provisions of the contract documents are being fulfilled.
 - c. Prepare inspection reports documenting observed construction activities and provide written recommendations regarding defects and deficiencies in the work.
 - d. Provide digital photographs documenting construction activities.
 - e. Determine, in general, that the work of each contractor is being performed in accordance with the requirements of the contract documents.
 - f. Promptly inform the Design Professionals and the Owner of work which does not conform to the requirements of the contract documents and should be rejected by the Architect or the Owner.
- 8. General Construction Oversight & Coordination
 - a. Review and process vendor insurance certificates, invoices, payment applications, surety bonds, sworn statements and waivers for contract compliance.
 - b. Monitor and enforce GC's compliance with contract and specifications.
 - c. Coordinate contractor and vendor activities with the Architect and GC.
 - d. Review test reports submitted by others to substantiate contract compliance and identify non-conforming issues that require follow-up and resolution.

- e. Recommend courses of action to Owner when requirements of any contracts are not being fulfilled.
- f. Identify actual and potential problems associated with the construction project and consult with the Architect and Owner.
- g. Maintain an awareness of safety and health requirements and notify GC of apparent violations of applicable regulations and contract provisions for the protection of the public and project personnel.
- h. Assist GC in coordination of special requirements and inspections for public right of way work.

9. Requests for Information (RFIs)

- a. Assist Architect in preparation of responses to RFI-related construction issues.
- b. Transmit design-related RFIs to Architect.
- c. Conduct meetings with the GC and other parties as needed to discuss and resolve RFIs.

10. Change Orders

- a. Evaluate any project changes as they arise and recommend necessary or desirable changes to the Architect and the Owner; and if they are accepted, collaborate with the Architect to prepare change orders for the Architect's and contractor's signatures and Owner authorization.
- b. Implement change order procedures.
- c. Review requests for changes.
- d. Assist in negotiating contractor's proposals for change orders.
- e. Facilitate change order tracking and facilitate issue resolution. Perform quantity and cost analysis as required for negotiation of change orders.
- f. Analyze additional compensation claims that are submitted during the construction period and prepare responses.
- g. Perform claims administration including coordinating and monitoring claims responses, logging claims, and tracking claim status.

11. Applications for Payment

- a. Develop and implement procedures for review and process applications for payment by GC for progress and final payments. Make recommendations and provide advice to the Architect for certification to the Owner for payment.
- b. Review certified payroll records for compliance with State BOLI requirements.

12. Submittals

- a. In collaboration with the Architect, establish and implement procedures for submittals and expedite the processing and approval of shop drawings and samples.
- b. Maintain logs, files, and other necessary documentation-related submittals.
- c. Provide advice on submittals, coordinate them with information contained in related documents, and transmit them to the Architect for review.
- d. Monitor Architect's responses to submittals for timeliness and help expedite responses.

13. Reporting

- a. Prepare and distribute project status reports as requested by the Owner.
- b. Prepare and distribute change order reports on a monthly basis, or as required, to provide information pertaining to proposed and executed change orders and their effect on the budget and schedule.
- c. Prepare and regularly update a comprehensive issue list identifying all unresolved issues, responsible parties, resolution steps, and dates.
- d. Assist Owner in preparing documentation and reports for City Commission at key milestones throughout the project.

14. Schedule

- a. Ensure the GC procures long lead time equipment at the proper time to avoid delays.
- b. Review updated construction schedules and maintain records.
- c. Compare work progress with planned schedule, identify potential variances between scheduled and probable completion dates, and notify the Architect, Owner, and GC of any project slippage.
- d. Review the Contractor's plan to get back on schedule.
- e. Review schedule for work not started or incomplete and recommend to Owner and GC adjustments in the schedule to meet their required completion date.
- f. Obtain monthly updates from the GC of construction schedule incorporating actual progress, weather delays, and change order impacts.
- g. Negotiate time extensions due to change orders or other delays.

15. Budget

- a. Create, maintain, reconcile, and track the project budget and schedule.
- b. Assist in monthly progress payment recommendations.

- c. Monitor project budget, including costs outside of the GC contract, including security and access contract, low voltage contract, permits, testing, and other incidentals, and provide anticipated final cost report to Owner on monthly basis showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise Owner whenever projected costs are anticipated to exceed budgets or estimates.

16. Project Closeout

- a. Develop an occupancy checklist (punch list) and schedule.
- b. Assist the Architect in conducting close-out inspections. Participate in Project inspection(s) for Substantial Completion(s) and warranty inspections.
- c. Make written recommendations to the Architect as to the status of punch list items and when work is ready for final inspection. Assist the Architect in conducting final inspections.
- d. Coordinate building systems functional testing and performance verification with the GC, the Owner's maintenance personnel, and the Architect. Observe each contractor's check-out of utilities, operational systems, and equipment for readiness and assist in equipment initial start-up and testing.
- e. Participate in any building commissioning and provide documented confirmation that building systems function according to criteria set forth in the project documents.
- f. Assist the Owner in obtaining a Certificate of Occupancy, which may encompass accompanying government officials during inspections of the project, assisting in preparing and submitting proper documentation to the appropriate agencies, and assisting in final testing and other such activities.
- g. Coordinate staff training on building systems.
- h. Assist the Owner with warranty problem resolution and other claims against any contractor(s) for defective work or performance after completion of the construction.
- i. Collaborate with the Architect to collect and submit the following close-out documentation to the Owner:
 - 1. Operations and Maintenance data for equipment as required by the Contract Documents for the project.
 - 2. Record drawings for the project showing, among other things, deviations from the original plans and drawings for the project made during construction, details in the construction not previously shown on such plans or drawings, changes to existing conditions or existing conditions found to differ from those shown on the original plans and drawings; the actual installed position of

equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings and stub outs; and such other information as the Owner, Architect, or Inspector may reasonably request from time to time.

3. Warranties and bond for equipment put into service.
4. Keys, Tools, spare parts, and maintenance materials.
5. A list of all construction contractors, vendors, and material persons of every tier providing services, equipment, and/or materials in connection with the project, in formal adequately bound, catalogued form, which shall include the names, addresses, telephone numbers, and fax numbers of such persons, and shall further include notices as to where pertinent persons can and may be reached for emergency service, inclusive of nights, weekends and holidays.
6. All guaranties and warranties from all construction contractors as required by the Contract Documents for the project.

B. Additional Services

The Owner's Representative shall perform Additional Services upon authorization in writing from the Owner and shall be paid for as provided in this Agreement:

1. Consultation on replacement of work damaged by fire or other cause during construction, and furnishing services in conjunction with the replacement of such work.
2. Services made necessary by the default of a contractor.
3. Providing any other services not otherwise included in this Agreement.
4. Services after Final Completion (defined as the date of final payment to the Contractor).

SECTION IV: COMPENSATION PRINCIPLES

In accordance with ORS 279C.110(1), the initially-preferred Proposer will be notified to submit pricing policies and proposal or other pricing information, including the number of hours proposed for the services required, expenses, hourly rates, and overhead within the time period stated by the Selection Panel or its representative. Thereafter, the City and the initially-preferred Proposer shall mutually discuss and refine the scope of services and negotiate conditions, including but not limited to compensation level and performance schedule, based on the scope of services. If an agreement is not reached with the initially-preferred Proposer, the next preferred Proposer shall be contacted and the same process shall occur, until agreement is achieved with a Proposer and the City.

Proposers are advised that the following compensation principles are generally desired by the City; they are a matter of discussion by the City and the Proposer being considered for award of contract:

A. Compensation

1. The City will compensate the selected Proposer (Consultant) for services provided under a task-based actual cost contract, with a not-to-exceed cost ceiling.

B. Progress payments

1. Progress payments will be based on individual hours billed to individual tasks plus allowable expenses. Should the total fees earned, based on individual hours billed to individual tasks plus allowable expenses at the completion of all deliverables, be less than the not-to-exceed cost ceiling, only the total fee earned will be paid to the Consultant.
2. Progress payments will be based on the Consultant's actual effort to complete the services pursuant to the approved personnel-loading chart which identifies all assigned personnel, hourly rates, services, and level of effort for both the Consultant and any subcontractors/contractors. The hourly rates plus allowable expenses will include all direct and indirect costs and profit. No additional compensation shall be paid.

C. Miscellaneous Costs

1. Normal and frequent office costs including information technology (including computer time and CAD services and other related highly specialized services), photocopies, phones, facsimiles, computer equipment, postage, parking, fringe benefits, payroll bonuses, autos and other perks, telecommunications, delivery/courier services, general business and professional liability insurance, advertising costs, leasing of office equipment, travel costs within a 50-mile radius of both the City of Oregon City and the Consultant's project office, and miscellaneous expenses of a minor nature shall be considered incidental costs to be included in the hourly rates, and non-billable as separate expenses.
2. Direct expenses that are billable will be limited and will be specifically listed in the Consultant's rate sheet, along with rates that will be paid without markup.

D. Subcontracting

1. Subcontractor's services shall be paid at cost plus an amount not to exceed five (5%) percent.
2. Compensation for subcontractors shall be limited to the rates and restrictions as agreed to by the City and the selected Consultant.

SECTION V: QUALIFICATION PROPOSAL REQUIREMENTS

Each proposal shall be no longer than fifteen (15) 8.5"X 11" pages with a font size of 11 and Calibri font style. A two-sided page counts as 2 pages. All proposals become public record following award of the Contract to the successful Proposer, except for any separately submitted and labeled confidential material which qualifies for non-disclosure under Oregon Public Records Law. All qualification proposals shall include the following information:

A. Basic Information – The following information is required:

1. Resume or company profile including principal areas of expertise, specific experience providing owner's representative services, and qualifications.
2. The name, title, e-mail address, mailing address, fax and telephone number of the officer/individual authorized to represent the consultant in any correspondence, negotiations, and sign any contract that may result.
3. The project manager's name, title, e-mail address, mailing address, fax and telephone number.
4. Staffing commitments and ability to provide an on-site presence, including proximity to project site.
5. DBE, MBE, SDB and WBE Participation, if any.

B. Capabilities and Approach – Proposers are encouraged to provide clear, concise proposals that contain only the information required to respond to the owner's representative and construction manager needs of this project. Identify and discuss:

1. Demonstrated knowledge of providing owner's representative services/construction management and the capability to furnish personnel to accomplish the work in a timely manner.
2. Services that may not have been mentioned and that should be considered for inclusion in a final Scope of Work for the benefit of the project.
3. Opportunities to achieving project delivery in a timely manner.
4. Strategies that could be employed to meet project goals and objectives on time and within budget. Key points may include the availability of key personnel immediately and throughout the project, ability to control project schedule and cost, and internal quality control procedures.

C. Project Schedule - Identify the proposer's qualifications, including the following:

1. The City anticipates awarding a contract on June 5, 2019, depending on how long it takes for the City and Proposer being considered for award of contract either to come to an agreement or terminate negotiations; and the City then proceeds to the next-ranked Proposer, until an agreement is reached. Based upon the proposed

Scope of Work, include an overview of the project schedule that identifies start dates and delivery dates of project milestones as selected by the Proposer.

D. Proposer and Personnel Qualifications - Identify the Proposer's qualifications, including the following:

1. Experience in construction project management and representing owners to deliver similar building construction projects for public entities.
2. Experience in presenting construction project updates on project progress and project financials to major stakeholders.
3. Familiarity with all types of construction project management models, and in particular, public design-bid-build projects.
4. Prior experience leading projects with at least \$2 million in construction costs.
5. Excellent Project Management credentials including managing construction projects from conception to completion, including managing all project resources, project budgets, project financials, third-party engineering consultants, architects and interior designers.
6. Demonstrated leadership skills.
7. Excellent written, oral, and presentation skills.
8. Strong computer skills including a working knowledge of MS Project, Word, and Excel.

E. References and Past Experience

1. The Proposer should include at least two and no more than four specific examples of relevant work completed in the last five years that best demonstrate the Proposer's qualifications and abilities to accomplish a project of this nature in a professional, timely, and cost-effective manner. Examples of work experience shall include products from projects of similar complexity and scope. Include names and contact information for each reference work listed. The proposal shall contain a reference person and contact information for the reference person from each relevant work project provided. The reference person must be reasonably available during regular business hours.

F. Personal Service Contract Terms

1. Identify any requested modification to the City's standard Personal Services Contract (see attached).

SECTION VI: CLARIFICATION OF QUALIFICATIONS / WITHDRAWAL OF REQUEST FOR QUALIFICATIONS

Any change to this document shall be made by written addendum by the City. A copy of any addendum will be sent via the City's online bidding site. Any addenda so issued shall be considered part of this RFQ.

If discrepancies or omissions are found or there is doubt as to the true meaning of any part of this RFQ, a written request for clarification or interpretation shall be submitted through the City's bid site no later than April 15, 2019, at 9:00 a.m. E-mail is not deemed submitted until receipt is confirmed.

Responses to requests for clarification along with any modifications to this RFQ will be sent to all proposers via the City's online bidding site.

Any proposal may be withdrawn at any time before the proposal deadline date and time specified in the Submission of Qualifications by providing written (email) request for the withdrawal of the proposal to John M. Lewis. The request shall be executed by a duly authorized representative of the Proposer. Withdrawal of a proposal will not prejudice the right of the Proposer to file a new proposal prior to the submission deadline.

SECTION VII: SUBMISSION OF QUALIFICATIONS

A. Proposal deadline

Only electronic proposal submissions will be accepted. Proposal shall be submitted to both of the official contacts at the City of Oregon City by **4:00 PM, local time, on April 18, 2019** via the email addresses listed below.

John Lewis – jmlewis@orccity.org / 503-496-1545

Pam Harris – pharris@orccity.org / 503-496-1555

The submitter is urged to submit the electronic proposal at least two business hours prior to the deadline for submission. If a "reply confirmation" of receipt of proposal is not received by the submitter one business hour prior to the deadline for submission, it is the submitter's responsibility to telephone the person named above to assure receipt of proposal.

B. Submittal Procedure

1. To submit proposal by email:
 - a. Send email with attachments to both of these email addresses:
John Lewis – jmlewis@orccity.org / 503-496-1545
Pam Harris – pharris@orccity.org / 503-496-1555
 - b. Label subject line of email: “**OWNER’S REPRESENTATIVE SERVICES STATEMENT OF QUALIFICATIONS**” and your company name.
 - c. Attach your SOQ (in pdf format).
 - d. Email is not deemed received until a confirmation reply email is received by the submitting consultant.

C. Official Contact

Any communication with the City, whether by telephone, mail, email, or personal meetings, must be directed to:

John M. Lewis
Public Works Department
City of Oregon City
625 Center Street
Oregon City, OR 97045
jmlewis@orccity.org

Questions or requests for clarification should be submitted only via the City’s bid site no later than **April 15, 2019, at 9:00 a.m. local time**. Material submitted by the proposer shall become the property of the City unless otherwise specified. Proprietary information should be segregated and clearly identified so that it may be kept confidential, to the extent permitted by the Oregon Public Records Law. All other parts of the proposal are public record after the selection process is complete.

SECTION VIII: EVALUATION OF QUALIFICATIONS

A. Evaluation Standards

Written qualification proposals will be evaluated on the basis of the following criteria:

1. Capabilities and Approach [Maximum 35 points]
 - a. The proposed approach to accomplishing the Work, as demonstrated through clear and concise articulation of the services, tasks, and major issues presented in completing the Work, based upon existing information, and how the Proposer would resolve any major identified issues.
 - b. A delineation of the services, tasks, and deliverables necessary to complete the work.

- c. Proposer's approach to working with City staff to develop and deliver the project.
- 2. Project Schedule [Maximum 15 points]
 - a. The project schedule and strategies proposed to meet project goals and objectives on time and within budget, identifying opportunities and threats to achieving project delivery in a timely manner.
- 3. Proposer and Personnel Qualifications [Maximum 20 points]
 - a. A list of key personnel including subcontractors who will be involved with each major service or task element of the Work.
 - b. The experience of staff and subcontractors' staff that will provide required services and complete tasks to complete the Work.
- 4. References and Past Experience [Maximum 30 points]
 - a. Work on similar projects within the past 5 years that demonstrate the Proposer's abilities to accomplish this Work in a professional, timely, and cost-effective manner.
 - b. Response of references demonstrating the Proposer's abilities to accomplish this Work in a professional, timely, and cost-effective manner.

B. Consultant Selection

- 1. The selection panel will review and evaluate all conforming proposals received.
- 2. The Proposers will be ranked based upon their respective proposals and the selection panel ranking shall be based upon the above criteria. The highest-ranked Proposer shall be the initially-preferred Proposer.
- 3. Notice of Ranking of Proposers shall be issued to each Proposer. Any protest of the intended award of contract must be submitted in accordance with OAR 137-048-240(2). The deadline for submitting Objections to Ranking of Proposers is May 7, 2019, at 5:00 p.m.
- 4. The initially-preferred Proposer and the City will participate in the Compensation and Refinement of Scope of Services Negotiation process outlined below in an effort to reach agreement. (See the Compensation and Refinement of Scope of Services Negotiation process described below for additional information regarding selection of a Proposer (Consultant)).
- 5. The City reserves the right to reject any or all proposals at any time until a Notice of Intent to Award is issued. The City also reserves the right to waive any non-material irregularities in any proposal.
- 6. During the evaluation process, the City has the right to request any clarification or change its needs to better understand the proposal. Any changes to the proposal of the selected proposer will be made before executing the contract and will become part of the final personal services contract.

SECTION IX: COMPENSATION AND REFINEMENT OF SCOPE OF SERVICES NEGOTIATION

A. Negotiation Process

Unless the City elects to reject all proposals for whatever reason following evaluation of proposals, the Selection Panel shall notify the initially-preferred Consultant to submit within the period established by the Selection Panel: (1) the Consultant's rates for expenses and hourly rates and overhead; and (2) the Consultant's pricing policies and other pricing information. Proposers are advised that time is of the essence in completing this Phase 2 portion of the selection of a Consultant for the Project; the Selection Panel shall notify the initially-preferred Proposer of dates/times for discussion of the compensation level and refinement of scope of services.

The initially-preferred Proposer shall discuss with the Selection Panel, or its representative, the scope of services for the project and the conditions of the project related to compensation level and performance schedule, based on the scope of services, and any requested modifications to the form of Contract. The method of discussion may be by telephonic means or in person, as directed by the Selection Panel. It shall be within the sole determination of the City whether the compensation level is reasonable and fair to the City.

If the Selection Panel and the initially-preferred Proposer are unable to agree on the compensation level and refinement of the scope of services, Contract terms, and any other conditions relating to the Consultant's performance, within the time period established by the Selection Panel, the Selection Panel may either extend the deadline if the Selection Panel determines it would be in the best interest of the City to do so, or may terminate discussion with the initially-preferred Proposer. Upon termination of discussions, either according to the initial schedule by the Selection Panel or as extended, the Selection Panel shall notify the initially-preferred Proposer that consideration of the Proposer for the Project is terminated. The Selection Panel shall then notify the next preferred Proposer of dates/times for discussion of the compensation level and refinement of scope of services, and each shall proceed as provided above until either agreement is reached or consideration of the next preferred Proposer is terminated, and so forth until agreement is reached with a Proposer or all Proposers have been considered.

B. Objections to Proposed Contract

A copy of the City's standard personal services contract that the successful Proposer will be expected to execute if awarded the contract is included. The Proposer should include in the proposal any objections to the form or terms of the Contract. Any objections shall be addressed during the compensation and refinement of scope of services negotiation process with the Proposer being considered. The Project Manager, in consultation with the City Attorney, shall determine if any proposed modifications to the standard personal

services contract are acceptable to the City and that the modifications do not present material risk to the City or increase the City's costs. If the final negotiated terms are not acceptable, that Proposer shall be declared not responsive, and the next preferred Proposer shall be considered, and so forth in order, until a Proposer is agreeable to an execution of a form of Contract that is also acceptable to the City.

SECTION X: CONSULTANT SELECTION SCHEDULE (SUBJECT TO CHANGE)

Pre-Proposal Conference (Mandatory): a mandatory Pre-Proposal Conference will be held on **April 11, 2019, at 10:00 a.m.** at 13895 Fir Street, Oregon City, for persons interested in submitting a Proposal to become familiar with the Project. No statement made at the pre-Proposal Conference shall alter the Scope of Work or solicitation process; any changes shall be issued by written addenda via the City's online bid site.

<u>Item</u>	<u>Date</u>
Advertise RFQ (Owner's Representative/Construction Management)	March 29 and April 1, 2019
Mandatory On-Site Pre-Proposal Conference at 13895 Fir Street	April 11, 2019 at 10:00 a.m.
Deadline for written request for clarification	April 15, 2019 at 9:00 a.m.
Qualification Proposals due from Consultant	April 18, 2019 at 4:00 p.m. local time
Complete Evaluation of Qualification Proposals; Announce Ranking of Proposers	April 30, 2019
Deadline for Objections to Rankings of Proposers	7 Days After Ranking of Proposers Announced – May 7, 2019
Negotiate scope of work, cost, and terms of personal services contract with initially-preferred Proposer	May 15-22, 2019
Finalize Personal Service Contract	May 24, 2019
Request Approval from the City Commission to Award Personal Service Contract	June 5, 2019

Public Contract Rules: Except as modified by the terms of this Request for Proposal, the terms and procedures of OAR Ch. 137-048 shall apply, as applicable to Informal Selection Procedure. See http://arcweb.sos.state.or.us/pages/rules/oars_100/oar_137/137_048.html

SECTION XI: ATTACHMENTS

Attachment 1: Contract Example

Attachment 2: Standard Conditions

Attachment 3: Concept Site Plan

Attachment 4: 2002 Site Plans

Attachment 5: Fir Street Demolition Justification Letter

Attachment 6: Phase II Environmental Site Assessment

Attachment 7: PowerPoint Presentation