

CITY OF SCAPPOOSE

REQUEST FOR PROPOSAL

**West Lane Road Frontage Improvements
Design**

2017-01

February 3rd, 2017



Proposal Due Date: February 3rd, 2017

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SECTION 1 – GENERAL INFORMATION

1.1 General

The City of Scappoose is located approximately 23 miles northwest of Portland, in the southernmost portion of Columbia County, Oregon. A state route, Highway 30, runs through the center of the City. West Lane Road is located in NE Scappoose and is designated as a collector road. It can be reached by taking Highway 30 to Crown Zellerbach Road until it tees into West Lane Road. North of Scappoose, West Lane Road can be accessed directly via Highway 30. This road will be used increasingly to support industrial uses locating on and around West Lane Rd.

This design project is for improvements on West Lane Road between Wagner Court and Crown Zellerbach Road. The improvements include widening of the road by approximately 2,000 linear feet to accommodate a three-lane collector (two travel lanes and a center turn lane) without parking, a 6-foot bike lane, curb and gutter, 6-foot sidewalk, storm drainage, street trees, lighting, paving and two commercial driveways. Right-of-way dedications shall be a minimum of 6ft along the West Lane Frontage to provide at least 39 feet east of centerline. An 8-foot Public Utility and Street Tree Easement will be provided adjacent to the right-of-way. The improvements are consistent with the City's Transportation System Plan and design standards.

The objectives of this Project are to complete the design and construction drawings, specifications and necessary DEQ 1200c permitting on, or before, May 29th, 2017. Anticipated bid award for construction is June 30th, 2017.

1.2 Invitation

The City of Scappoose is requesting proposals from firms (hereinafter referred to as the "Consultant") qualified and interested in providing professional engineering services to the City for the **West Lane Road Frontage Improvements Project** (hereinafter referred to as the "Project").

This RFP contains the necessary information to understand the basic scope of work and responsibility, the consultant selection process and the required documentation in submitting a proposal.

Contract/bidding documents may be obtained via the City's website at; <http://www.ci.scappoose.or.us>. Select the Engineering page from the Department tab and look for the link under the Bid Opportunities section of the Engineering page.

1.3 Responses to Proposal

All responses to this proposal request must follow the directions stated within this RFP. Adherence to these rules will ensure a fair and objective analysis of the proposals. Proposals should be prepared simply and economically. Special bindings, colored displays,

promotional materials, etc., are not necessary. Emphasis should be on completeness, brevity, and clarity of content.

1.4 Schedule

ANTICIPATED TIME LINE FOR PROPOSAL

Action	Location	Date	Time
Solicitation Advertisement	DJC, City Website	1/13/2017	N/A
Optional Pre-Proposal Walk-Through	Scappoose Community Development Center	1/20/2017	1:30 PM
Pre-Proposal Questions Due	City Engineer	1/24/2017	5:00 PM
Responses to Pre-Proposal Questions Distributed by City	City Engineer	1/27/2017	5:00 PM
Proposals Due	Scappoose City Hall	2/3/2017	3:00 PM
Selection Committee Recommendation	Scappoose City Hall	2/10/2017	3:00 PM
Contract Negotiation with Successful Proposer	Scappoose City Hall	2/13/2017	9:00 AM
Notice of Intent to Award Contract	Scappoose City Hall	2/27/2017	3:00 PM
Challenge Period Expires and Award of Contract	Scappoose City Hall	3/6/2017	5:00 PM
Begin Contract (Estimated)	West Lane Road	3/8/2017	8:00 AM
Bid Documents Complete	Scappoose City Hall	5/29/2017	5:00 PM
Project Completion	West Lane Road	12/31/2017	5:00 PM

*These dates are approximate and subject to change.

1.5 Issuing Office

All correspondence pertaining to this RFP should be directed to Chris Negelspach, P.E., City Engineer, City of Scappoose, 33568 E Columbia Ave, Scappoose, OR, 97056, cnegelspach@cityofscappoose.org, 503-543-7184.

1.6 Proposal Withdrawal

Any proposal may be withdrawn at any time before the "Proposal Due" date and the time specified in **Section 1.4, Schedule**, by providing a written request for the withdrawal of the proposal to the City. A duly authorized representative of the firm shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal on this or future projects. Proposals cannot be withdrawn within thirty days (30) after the Proposal due date.

1.7 Rejection or Acceptance of Proposals

The City may reject or accept any or all proposals or parts thereof, submitted in response to this RFP.

The City expressly reserved the following rights to:

- a. Disregard any or all irregularities in the proposals
- b. Reject any or all of the proposals or portions thereof upon finding it is in the public interest to do so
- c. Base award with due regard to the quality of services, experience, compliance with the RFP, and other factors as may be necessary under such circumstances
- d. Reject all proposals and re-advertise at the City's sole discretion

1.8 Selection of Consultant

An evaluation committee will be appointed to evaluate the proposals received. For the purpose of scoring proposals, each committee member will evaluate each proposal in accordance with the **Content and Evaluation Criteria** listed below and detailed at greater length in Section 3. The evaluation committee may seek outside expertise, including but not limited to input from technical advisors, to assist in the evaluation process.

The successful Proposer shall be selected by the following process:

- a. An evaluation committee will be appointed to evaluate submitted written proposals.
- b. The committee will score the written proposals based on the information submitted according to the evaluation criteria and point factors.
- c. A short list of Proposers, based on the highest scores, may be selected for

interviews.

d. Final scores, based on the same evaluation criteria, will be determined.

Content and Evaluation Criteria	Maximum Pages	Maximum Score
1. Introductory letter	1	5
Mandatory Exhibit A	1	Pass/Fail
2. Project Understanding & Approach	2	30
3. Project Schedule	1	10
4. Management and Quality Control	1	5
5. Project Examples (3 max)	3	15
6. Project Team & Organization	2	30
Appendix: Key Staff Resume's (5 Max)	5	
7. Proposal Clarity	0	5
Totals	11	100
Interviews (if held)		100
Totals		200

Qualifications-Based Selection:

As a matter of a qualifications-based selection (QBS) the City will attempt to reach a final agreement with the highest scoring Proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring proposer and may continue on, in the same manner, with remaining proposers until an agreement is reached.

Review:

Following the Notice of Intent to Award, Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

Protests of Contract Awards:

Protests may be submitted to the City Manager only for formal solicitations resulting in contract(s) only from those Proposers who would receive the contract if their protest was successful.

Protests must be in writing and received by the City Manager within seven (7) calendar days, UNLESS OTHERWISE NOTED, following the date of the City's Notice of Intent to Award was issued. The protest must specifically state the reason for the protest and show how its proposal or the winning proposal was miss-scored or show how the selection process deviated from that described in the solicitation document. No contract will be awarded until the protest has been resolved.

Protests must be timely and must include all legal and factual information regarding the protest, and a statement of the form of relief requested. Protests received later than specified or from other than the Proposer who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

The City Manager may waive any procedural irregularities that had no material effect on the selection of the proposed contractor, invalidated the proposed award, amend the award selection, request the evaluation committee re-evaluate any proposal or cancel the solicitation and begin again to solicit new proposals. The City Manager shall create a written opinion on the protest and forward the opinion to the City Council for further action. In the event that the City Council returns the matter to the evaluation committee, the City shall issue a notice cancelling the Notice of Intent to Award.

Decisions of the City Council are final and conclude the administrative appeals process.

1.9 Insurance

Provide Commercial General Liability, Automobile, and Professional Liability insurance as described in Exhibit B, Sample Contract Document.

1.10 Execution of Contract

It is anticipated that the total cost for design services will need to be approved by City Council. The contract should be signed within a week of Council award of the contract.

1.11 Public Records

Any materials submitted by the proposer shall become the property of the City unless otherwise specified. During the evaluation of proposals and the selection of the Consultant, the proposals shall be confidential. After the selection process has been completed, the proposals shall be open to public inspection. Proposals should not contain any information which the proposers do not wish to become public. If it is necessary to submit confidential information in order to comply with the terms and conditions of the RFP, each page containing confidential information should be clearly marked "NOT FOR PUBLIC DISCLOSURE CONFIDENTIAL TRADE SECRETS." The City accepts no liability for the

inadvertent or unavoidable release of any confidential information submitted, and any claims arising out of any public record request for such information shall be at the proposer's expense.

1.12 Recycled Products Statement

Proposers shall use recyclable products to the maximum extent economically feasible in the preparation of the proposals, and the selected proposer shall continue the same practice in the performance of the contract work in accordance with ORS 279B.270.

1.13 Federal/State/Local Requirements

The selected proposer shall comply with all Federal, State and local laws, regulations, executive orders and ordinances applicable to the work under this contract. In addition, the proposers agree to comply with:

- a. Title VI of the Civil Rights Act of 1964;
- b. Section V of the Rehabilitation Act of 1973;
- c. The Americans with Disabilities Act of 1990 and ORS 659.425;
- d. All regulations and administrative rules established pursuant to the foregoing laws and;
- e. All other applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations

Proposer is subject to the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires the provision of Worker's Compensation coverage for all employees working under this contract. The City's programs, services, employment opportunities and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, disability or political affiliation.

1.14 Payment

The City will pay the Consultant under contract for services performed based on the approved rates, the scope of work completed and anticipated reimbursement expenses. The City will make monthly progress payments within thirty (30) calendar days following receipt of properly itemized invoices.

Payment for extra work not described in the scope of services will only be made when authorized in advance and in writing by the City's Project Manager prior to such work being performed by the consultant.

If the Consultant anticipates that the fee is going to surpass the not-to-exceed figure because a task has changed and it outside the scope, the Consultant shall notify the City in writing of the circumstances with an estimated amount that the fee is to be exceeded. The Consultant shall obtain written permission from the City before exceeding the not-to-exceed

fee amount. If the consultant does work that exceeds the maximum fee amount prior to obtaining the written permission, the Consultant waives any right to collect that exceeding amount.

1.15 Incurred Costs

The City is not liable for any costs incurred by proposers in the preparation and/or presentation of their proposals.

1.16 Funding Source Statement

This project was funded in part with a financial award from the Special Works Public Fund, funded by the Oregon State Lottery and administered by the Oregon Infrastructure Finance Authority.

SECTION 2 – SCOPE OF WORK

2.1 Scope of Professional Services & Responsibility

The Consultant shall provide adequate personnel and resources to accomplish the objectives of this project. Various tasks for this Project are outlined later in this section. Key personnel must be identified.

The Consultant shall provide a wide range of responsible and responsive professional engineering services including, but not limited to, project management, design, permitting and construction drawings/specifications. The Consultant is expected to provide a highly qualified and experienced team and be able to deliver the satisfactory products and services according to the schedule listed in section 1.4.

The Consultant is encouraged to propose changes or additions to the scope of work if the consultant believes that these changes will provide added benefit to the Project. Such proposed modifications shall be noted as separate additive or deductive tasks.

All recommendations and information produced in this project shall comply with applicable Federal, State and City regulations and requirements.

The City has not determined the anticipated cost for the requested services. Selection of the most qualified firm shall be based upon the RFP's Evaluation Criteria. The negotiated contract shall include the Proposer's true estimated cost to perform the work irrespective of the City's budgeted funds for this work. The total construction funding allocated for this project is approximately \$1.9 million. The project will be designed and constructed through both grant and private funding. Because funds for this project are limited, funding for the design phase will need to preserve adequate funds for construction.

The Project Description/Major Items of Work are listed in the following pages and shall include:

Task A – Project Management

The Consultant shall act as a manager of the Consultant's team, including any sub-consultants. The Consultant shall manage and coordinate all components of the Project and take a proactive role in keeping all tasks on schedule and ensure timely completion of the project.

The Consultant shall ensure full coordination with City staff and be responsive to any email and telephone discussions, in addition to the minimum meetings as listed under various tasks in the scope of work. The Consultant shall be in contact with the City frequently to ensure a timely City review of deliverables. The Consultant shall perform all, but not limited to, the following sub-tasks:

A-1 Kickoff Meeting

The Consultant shall organize a kickoff meeting with the City staff. Assume no more than four (4) hours to the meeting to achieve the following:

- Define project goals
- Outline project and management approach
- Identify roles and responsibilities
- Confirm scope and schedule

A-2 Administration

The Consultant shall update and email a detailed project schedule each month to the City's Project Manager. Provide high performance in project leadership, schedule management, tracking project budget and expenditures, quality control and assurance, maintain accurate record keeping and follow-up on all action items. Deliver the entire project within the prescribed budget. Any possible modifications of the scope shall be identified in early stages such that action plans can be developed to avoid or minimize them.

Attend meetings as noted under various tasks. Prepare all project related agendas and meeting minutes. All agendas and supporting information shall be distributed via emails to the City's project manager at least one (1) business day prior to any meetings. Meeting minutes shall be distributed to all attendees and any other identified parties within five (5) business days of the meeting date. Note that the City may record any meetings on audio or videotape.

Task B – Design

The City has a 10% design of the West Lane Road Frontage Improvements that was completed in August 2016 and are attached for review. These plans detail the design elements the City is seeking in the complete West Lane Road Frontage Improvements

design. Please note that the design must include lighting and coordination with PGE and other franchised utilities.

Task C – Permitting (City of Scappoose)

Task D – Right-of-Way Acquisition (Legal Description Only)

Task E – Bid Documents

Task F – Construction Engineering and Construction Survey (not included, City reserves the right to amend this contract to include survey)

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 Proposal Submittal

Sealed proposals for the West Lane Road Frontage Improvements Design project will be received by the City of Scappoose (County of Columbia, State of Oregon) until February 3rd, 2017 at 3:00 pm, local time at Scappoose City Hall, 33568 E. Columbia Ave., Scappoose Oregon 97056. Proposals will not be received after such date and time.

Proposals must be submitted in a sealed envelope clearly marked as follows:

Attention: Susan Reeves, City Recorder

RE: Proposal to RFP: West Lane Road Frontage Improvements Design Project 2017-01

To receive consideration, submit proposals in accordance with the following instructions:

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

The City recognizes that in the submittal of proposals, certain information is proprietary to the contractor and that the safeguarding of information is necessary. Accordingly, the City will make every effort to prevent any disclosure of data supplied by any contractor where the proposer identifies those portions of its proposal that are proprietary. See Section 1.11, Public Records.

3.2 Proposals Format

Proposer must submit three hard copies (one original) of their proposal and one electronic copy on a portable USB (thumb) drive. To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below.

The proposal must be organized in accordance with this section. Brevity is appreciated by the City staff reviewing the proposals. The proposal may not exceed 11 pages, Font size should be 11 point or larger. Covers, dividers, table of contents, Mandatory Exhibit A, and resumes are not included in the above page count. Key personnel resumes shall be in a separate Appendix at the end of the proposal. Proposers shall provide a maximum of five one-page key staff resumes.

When using double sided printing, each side of the page is counted as one page. A proposal exceeding the specified number of pages may be considered non-responsive, and the proposal may not be considered.

3.2.1 Introductory Letter (1 page, 5 points)

The introductory letter shall include, but not be limited to, the following information:

Provide an overview of the Proposer's submittal, highlighting key points, understanding of the project, key personnel capabilities and expertise, and the experience that qualifies your firm to successfully complete the project.

- Describe any specialties or unique strengths your firm has that relate to the requested services.
- The name of the firm, as well as, the signature, printed name and title, telephone and fax number of the officer authorized to represent the Consultant in any correspondence, negotiations and sign any contracts that may result
- The address of the office that will be providing the service, a project manager's name, telephone number, fax number, and email address
- The Federal and State tax identification numbers, and the state of incorporation
- Indicate whether the proposer is a "Residential Bidder" as defined in ORS 279.120
- Provide a statement that the proposal is valid for sixty (60) days after the submission deadline
- Indicate whether the proposer will accept the terms and conditions of the City's standard contract (example provided). Any proposed changes must be accepted by the City via addendum prior to the RFP submittal.

Every public contract that is subject to Oregon Revised Statute 279B must include a representation and warranty from the contractor that the contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. The public contract must also require a covenant from the contractor to continue to comply with the tax

laws of this state or a political subdivision of this state during the term of the public contract and provide that a contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the contractor executed the public contract or during the term of the public contract is a default for which a contracting agency may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law.

By signing the cover letter, Contractor certifies compliance with the tax laws of the State of Oregon or a political subdivision of the State of Oregon and provides a covenant to continue to comply with the tax laws of this state or a political subdivision of this state for duration of this contract.

3.2.2 Project Understanding and Approach (2 pages, 30 points)

- Provide a detailed understanding of the project,
- Provide a detailed description of the issues perceived by the consultant that must be addressed for this project to be successful
- Provide a detailed approach to delivering the project within the City's maximum budget, and how the consultant would address the perceived issues.
- Provide a high-level description of critical schedule elements to be addressed. If the Project can or cannot be completed in the timeframe noted under Section 1.4, please indicate the proposed schedule and what steps Consultant would recommend to meet the City's desired schedule.

3.2.3 Project Schedule (1-11x17 page, 10 points)

Provide a gantt schedule from project kick-off through bid award. Include Design, Right-of-Way, and permitting.

3.2.4 Management & Quality Control (1 page, 5 points)

- Describe the approach and methodology of managing work tasks and coordination, sequence and control of field and office operations to accomplish the work in a timely manner. Indicate how the Consultant ensures project progress and quality control.
- Describe consultants approach to cost estimating.
- Mention how and to what extent the need for utilizing City personnel to assist the Consultant within the duration of the Project and indicate the approximate time requirement.

3.2.5 Project Examples (3 pages, 15 points)

- Provide project descriptions of projects delivered by the project team. Projects referenced should be of similar scope and magnitude to this project.
- Details to be included with each project example:
 - A) Design Cost (original & final)
 - i. Describe reasons for higher final
 - B) Construction Cost (original & final)
 - i. Describe reasons for change orders
 - C) Client Reference
 - i. Name
 - ii. Agency
 - iii. Phone Number
 - iv. E-mail address
 - D) Design duration

3.2.6 Project Team & Organization (2 page, 30 points)

- Provide an overview of the Consultant team highlighting their experience, qualifications and technical capabilities that are relevant to the project.
- Briefly describe Consultant's team key personnel's experience, qualification, and role on this project. Full detail of key staff to be provided in the appendix. Resumes will be scored within this section.
- Provide an organizational chart of the proposed project team
- Describe your team's communication methods; provide an example of how this method provides benefit to the consultant team, and ultimately the City.
- Indicate the number of other projects that will be managed by the Project Manager and under design by the lead engineer during the time he or she would be assigned to this project

Key Staff Resumes

Provide 1-page resumes for the following Consultant's team key staff:

- Project Manager or Engineer of Record
- Lead Roadway Engineer or Stormwater Engineer
- Lead Stormwater Engineer or Pavement Engineer
- Lead Pavement Engineer or Lead Environmental Specialist
- Other key personnel

Each resume must show the years of experience, license or certifications and relevant project experience. Similar project experience (Specify work completed with another firms)

3.8 Proposal Clarity (no pages, 5 points)

Proposers do not need to provide a written response to this criterion.

The Proposal must be organized in accordance with the list of Scoring Criteria categories in section 1.8. Proposals will be scored by evaluators on the following factors: Proposal format; ease of finding clear, concise responses that correlate with the order of evaluation criteria in this RFP; and Proposers ability to follow instructions.

If interviews/follow-up questions are conducted, the following will apply:

- A minimum of 3 evaluators shall score the interviews/follow-up questions;
- The interviews/follow-up questions will have a maximum score of 100 points.
- The number of Proposers selected for interviews/follow-up questions will be, to the greatest extent practicable, at least the two highest ranked Proposers based on Proposal scores.
- Follow-up questions will typically be sent via e-mail to Proposer(s) as an alternative to face-to-face interviews. Proposers' responses to the follow-up questions must be received by the Agency at the physical address shown on page 1 on a CD or USB memory stick by the deadline set forth in the Agency's e-mail to Proposers. However, Agency may conduct face-to-face interviews if determined necessary after conducting written follow-up questions.
- Interviews normally require physical attendance at Agency's offices; however, Agency may elect to conduct interviews via teleconference or video conference. Further details will be included with notification of time and date of interviews, if conducted.

