



**REQUEST FOR PROPOSALS #2020-31
QUALIFICATION BASED SELECTION FOR DESIGN RELATED SERVICES**

FOR

Roadway Design Plans for SE Monroe Street

BOARD OF COUNTY COMMISSIONERS

**JIM BERNARD, Chair
SONYA FISCHER, Commissioner
KEN HUMBERSTON, Commissioner
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner**

**Gary Schmidt
County Administrator**

**George Marlton
Chief Procurement Officer**

**Tralee Whitley
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: June 9, 2020

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....	May 7, 2020
Protest of Specifications Deadline.....	May 14, 2020, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	June 2, 2020, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	June 9, 2020, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	July/August 2020

TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals.....	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work.....	6
Section 4 – Evaluation and Selection Criteria.....	9
Section 5 – Proposal Content (Including Proposal Certification).....	13

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 19, 2020** (“Closing”), to provide Roadway Design Plans for SE Monroe Street. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in June 2020.

RFP Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2020-31-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Chief Procurement Officer at 2051 Kaen Road, Oregon City, Oregon, 97045 or may be emailed to procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at 503-742-5453 or via email at TWhitley@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

In order to meet objectives in the North Clackamas Revitalization Area plan, the Clackamas County Development Agency (“Agency”) is seeking the services of a qualified consultant to prepare roadway design plans, which will include retaining wall design and stormwater analysis, specifications, and cost estimates for the SE Monroe Street Improvements project. The proposed improvements include bicycle and pedestrian facilities, storm drainage improvements, and limited new roadway construction, which may include minor street lighting or utility upgrades, on SE Monroe Street between SE Linwood Avenue and SE Fuller Road, as well as segments of SE 72nd Avenue and SE Thompson Road.

The successful proposer is expected to work closely with Agency and County project managers and satisfy all standards of Clackamas County.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The purpose of this project is to complete sidewalk and bicycle facility connections on SE Monroe Street between SE Linwood Avenue and SE Fuller Road. The project also includes a segment of SE 72nd Avenue between SE Monroe and SE Thompson Road, and SE Thompson Road from SE 72nd to the western property line of Lot Whitcomb Elementary School. Design of storm water facilities in conjunction with these improvements and/or the modification of available storm water facilities will also be required. Pavement upgrades and redesign of cross-sections may be necessary to comply with standards for proper drainage, accessibility and roadway design.

These facility improvements are required to provide safe connections for pedestrians and bicyclists to the existing transportation network and area destinations, and to increase safety for all modes of transportation. This scope of services includes survey services, utility coordination, geotechnical services for retaining walls, complete preliminary and final design services, bid assistance and construction management assistance. This scope also includes tasks for possible right-of-way services, including appraisals, negotiations, and acquisitions.

SE Monroe Street is located within the North Clackamas Revitalization Area (NCRA) urban renewal district, and is designated as a collector street west of SE 72nd and is proposed as having connector street standards east of SE 72nd Avenue. This segment is roughly 4,850 linear feet. The SE 72nd and SE Thompson segments are both designated as local streets and are roughly 750 feet in total length. The project extent currently has sidewalks and bicycle lanes on only limited portions of the street.

The project will add sidewalks and bicycle facilities, or shared pathways, to provide a complete connection on SE Monroe between SE Linwood Avenue and SE Fuller Road. Approximately 300 linear feet of sidewalk is present on the north side of SE Monroe and approximately 135 linear feet on the south side, between SE Linwood and SE 78th. Sidewalks are present on the majority of Monroe between SE Fuller and the unimproved block east of SE 78th. Existing sections of sidewalk may be substandard in terms of width, condition or ADA requirements, or may not fit into the cross section of proposed improvements. These existing segments will need an evaluation to determine if improvements or redesign is necessary.

Although not designated as bicycle lanes, paved shoulders wide enough to accommodate bicyclists appear to be present on the south side of Monroe from SE 70th to SE 72nd, and the south side of the SE 72nd and SE Thompson segments. These areas will need evaluation for compliance with roadway standards and incorporation into improvements. The street design will need to incorporate bicycle facilities on the remaining portions of the street to complete the Linwood to Fuller connection.

A preliminary design study of the project area was performed, resulting in the creation of the Monroe Neighborhood Street Design Plan report in 2016. This plan was not formally adopted by the Board of County Commissioners. Due to right-of-way constraints and general neighborhood preferences, the preliminary design study of SE Monroe recommended the concept of a shared-use path on the north side of Monroe from SE Linwood to SE 78th. A shared-use path was also recommended as part of the design on SE 72nd and SE Thompson due to ROW constraints. The selected consultant should use this report as a reference and should fully evaluate the viability of this design in complying with County Roadway Standards, and integrating with existing conditions. The consultant, with consideration of County staff input, should also provide up to 2 preliminary alternative designs for the project area. The alternative designs may incorporate the Design Plan concept on portions of the project area, or may propose an alternate design for the entire project length. Design concepts will be evaluated at the 30% level and a preferred design selected.

Storm sewer lines and catch basins are present in portions of Monroe, mainly between 66th and 70th and between 74th and SE Fuller. Storm sewer lines are also present in portions of SE 72nd and SE Thompson. Due to changes in surface runoff patterns that may be created by new paving, curbs and pathways or sidewalks, analysis and documentation will be required to determine the best method to address these flows. Sizing of the existing system and placement of catch basins will need to be evaluated, as well as proposed improvements. Alternate methods such as installation of swales or rain gardens, a curbless street design or some other means to be determined, may need to be considered. Utilizing pervious concrete in order to manage storm water runoff generated from the new improvements is a consideration for the project.

Particular attention must be paid to the cross-section of the road surface. Years of repaving may have resulted in cross slopes out of compliance with County Roadway standards. Pavement elevations may be higher than adjacent yards or driveways. Design for surface water management must take into account any need to bring cross slopes into compliance and also be cognizant of how changes to the cross slope and drainage patterns will impact existing catch basins, driveway connections and adjacent properties. Localized drainage and flooding problems may exist, requiring the storm system analysis to identify and evaluate conditions outside the immediate project area.

Monroe currently has varied pavement widths. The pavement is approximate 22-26 feet in width between Linwood and 72nd. A section of pavement east of 72nd is only 18 to 20 feet in width but expands to 28-30 feet in width until reaching SE 77th. The pavement width along 72nd and Thompson is approximately 26-28 feet. Existing right-of-way width is 40 feet from Linwood to Maplehurst, expands to 45 feet from Maplehurst to near 70th and narrows again to 40 feet until reaching 72nd. Right-of-way will need to be acquired at the SE 72nd intersection, as portions of the street are located on private property. The Monroe right-of-way is a full 60 feet in width from 72nd to Fuller. SE 72nd has a 40-foot right-of-way, while the Thompson right-of-way varies from 40-45 feet. The existing right-of-way widths of 40-45 feet will provide design challenges. The Agency's desire is to minimize right-of-way acquisitions to the extent feasible, although some acquisition may be necessary to provide adequate width for proper design. Fences, residential landscaping and other improvements also intrude on the right-of-way in many locations, which will result in impacts to residents.

While existing topography is relatively flat, short retaining walls could be necessary within particular segments of the project area, to provide sufficient space for proposed improvements. Preliminary engineering should evaluate the need for retaining walls as well as areas requiring cut or fill for the intended improvements.

3.3. SCOPE OF WORK

The successful proposer is required to prepare a detailed schedule of all the tasks and design elements listed in this RFP. Throughout the duration of the professional services contract, the proposer is required to update the schedule monthly. The Agency requires the use of Microsoft Project for scheduling. If the Agency determines that any deliverables are not acceptable and that any deficiencies are the responsibility of the Contractor, the Agency shall prepare a detailed written description of any deficiencies and an associated timeframe for correction, and deliver such notice to the Contractor. The Contractor shall correct any deficiencies at no cost to the Agency. If the corrective work causes any project delays, the Contractor will submit a plan for regaining the project schedule for remaining work under the Contract, unless otherwise allowed by the Agency. If the Agency determines the Contract schedule must be modified, a contract amendment will be initiated.

A detailed scope of work shall be included in the proposal to address the following tasks:

TASK 1: Project Management and Coordination

As part of the overall management of the project, the Consultant will:

- A. Designate and coordinate the Consultant project team.
- B. Schedule, prepare for, attend and document project team meetings. These meetings will be held as needed and will include the Consultant, Agency and County staff and possibly other project stakeholders. A project kickoff meeting will be held at the County's office at 150 Beavercreek Road in Oregon City.
- C. Prepare a detailed schedule showing all major tasks, meetings, and review milestones. The schedule must reflect the required milestone dates as shown in Section 3.3 of this RFP.
- D. Prepare detailed monthly progress reports and progress billings and submit to the Agency for approval and payment.
- E. Monitor and manage the project budget.

Consultant Deliverables: Meeting minutes delineating identified design requirements; written identification of specific utility contact persons; engineering schedule; monthly engineering schedule updates.

TASK 2: Public Involvement

Public involvement is one of the key criteria for evaluating the success of the project. The Agency and the County are committed to engaging neighbors and partner organizations early in the design process. Property owners on Monroe, 72nd and Thompson, as well as other neighborhood residents, will have concerns about construction impacts, maintaining access to their homes and the effects of improvements on drainage and traffic patterns.

The City of Milwaukie will also be an active stakeholder, as the city has approved a Monroe Street Neighborhood Greenway Concept Plan. Milwaukie's completion of improvements on Monroe within the city limits would create a continuous bikeway and pedestrian connection from downtown Milwaukie to SE Fuller Road. While Clackamas County has not adopted a greenway concept, the design consultant should be aware of the proposed Milwaukie design and consider how it will transition to the County-designed section of Monroe.

The successful proposer will assist the Agency's community relations specialist as well as Agency and County staff on the development of public outreach materials.

The successful proposer will be required to address public inquiries and concerns by attending two (2) public meetings and/or open houses, preparing a minimum of six (6) display boards, a strip map and other informational materials for each meeting, and providing assistance with materials needed for mailings, web pages and other public outreach. The Agency will coordinate and set up the meetings.

- A. Coordinate with the Agency's community relations specialist, Agency and County staff.
- B. Provide technical expertise and guidance in preparing for neighborhood meetings.
- C. Prepare displays (up to 6 for each meeting), participate in two neighborhood meetings and provide meeting summaries. A strip map showing the most recent design concept(s) overlaid on an aerial photo is also required for each public meeting.
- D. Prepare and provide informational materials (preliminary design concepts, project scheduling, and construction staging options).
- E. Prepare one flyer for each meeting to be mailed to area businesses and residents. The Agency will develop the mailing list and mail the flyers.
- F. Provide project related information as necessary for inclusion on the County's website and other social media platforms.
- G. Provide all deliverables in electronic and hard copy formats.

Consultant Deliverables: One flyer, a strip map and six display boards for each of two meetings.

TASK 3: Finalize Design Criteria

The Consultant will gather field information, finalize design and construction specification requirements, and conduct a comprehensive investigation of all background data that may influence the project. The Consultant will also obtain preliminary title reports and current vesting deeds as needed for properties within the project boundaries.

The Consultant will:

- A. Coordinate with the County and other necessary entities to develop design criteria for roadway sections including geometrics, alignments, profiles and cross-sections, storm drainage facilities, bike and pedestrian facilities, sidewalks, signing, striping, flashers, ITS devices, lighting, retaining walls, and other project components.

- B. Research existing utilities and obtain as-built drawings. Coordinate with utilities services such as gas, electrical, telephone, water, sewer and cable/fiber etc. to determine potential utility conflicts, relocation or extension requirements.
- C. Meet with Clackamas County Department of Transportation and Development to identify any additional design requirements.
- D. Finalize design and construction specification requirements.

Consultant Deliverables: Meeting minutes delineating identified design requirements; written identification of specific utility contact persons; existing easement inventory; copies of affected property deeds; photo log.

TASK 4: Field Surveying and Mapping

A detailed existing conditions Base Map and topographic survey was created for SE Monroe Street in late 2017. The selected contractor will be provided full pdf, jpg and CAD files of the survey. It is expected the selected contractor will utilize this Base Map for the project, with supplemental surveying and confidence checks to fill in any data gaps and to document any changes in condition.

The Consultant will use the base map, updated as necessary, for design of the roadway, utility relocation, and storm drainage.

Specific tasks related to field surveying and mapping include:

- A. Obtain preliminary title reports or copies of current deeds for properties impacted by the project.
- B. Utilizing the base map and spot checks as necessary, identify and locate all existing utilities within the project limits and determine possible utility conflicts.
- C. Identify and/or verify existing utility or other easements (access, sidewalk, slope etc.) that could be impacted within the project limits.
- D. Initiate contact with the utilities (e.g. gas, electric, telephone, water, etc.) to coordinate and obtain as-built drawings.
- E. If required to supplement existing base map data, obtain any permissions and/or rights-of-entry on private property to perform surveys. Template Right of Entry (ROE) forms will be supplied by the County Right of Way Agent, filled out by Consultant and returned to Agent for signatures. Consultant then will obtain necessary landowner signatures.
- F. Supplement and perform a confidence check of completed field topography and base map data of the area impacted by improvements. Determine if any changes to natural and cultural features, fences, buildings, and any other relevant features require further surveying. Any additional surveying of features will include the area from the right-of-way to the edge of the existing asphalt on both sides of the road. The data should also include the area on each intersecting street for a distance of 50 feet past the right-of-way line of SE Monroe Street.

- G.** Verify horizontal locations of all utilities are tied. In instances where there may be a major conflict with utilities, verify vertical locations are tied as well.
- H.** Update existing conditions drawing (base map) as necessary, using AutoCAD version 2019 or later. Upon completion of the existing conditions drawing, submit a three paper copies and an electronic copy to the Agency.
- I.** Prepare a Centerline description for the entire length of the project.
- J.** File a pre-construction record of survey with the County Surveyor as required by ORS 209.155.
- K.** Prepare a separate Right-of-Way Impact Map for each parcel with a ROW or easement acquisition, identifying impacts to landscape vegetation and/or other improvements within permanent and temporary easement areas.
- L.** Prepare legal descriptions (label Exhibit(s) A) and exhibit maps (label Exhibit(s) B) for permanent and temporary easements acquisitions.

Consultant Deliverables: Verified and updated topographic survey and base maps, including AutoCAD drawing files, showing all existing conditions; centerline description; pre-construction record of survey; Right-of-Way impact maps; easement legal descriptions and exhibits.

TASK 5: Environmental Reconnaissance and Permitting

The County will obtain Rights of Entry (ROE) for field reconnaissance work. The Consultant will provide list of properties requiring ROE's for research disciplines no less than five (5) weeks before such ROE's are required for work on private parcels. Consultant should verify any ROE map for concurrence on the appropriate properties.

The following tasks will be completed by the Consultant to identify issues and ensure compliance with the regulating agencies:

- A.** Meet with the County and applicable environmental agencies to identify design and permitting requirements with respect to environmental regulations.
- B.** Perform a natural resources reconnaissance and write a memo documenting existing conditions. For scoping, it is assumed that no wetland impacts are associated with the project
- C.** Perform a Level One Hazardous Materials Corridor Assessment and provide draft and final memorandums.
- D.** Depending on the findings of the Level One Assessment, a Level Two Assessment may be required. This will be included as a contingency task.
- E.** Perform a site reconnaissance of the project area to identify the potential presence of cultural resources or historic resources.
- F.** Prepare a draft and final technical memorandum complete with maps to summarize the reconnaissance findings.

- G.** Develop a list of all potential environmental permits required (including County permits) and the applicable agencies, and coordination needed based on the environmental reconnaissance findings. In collaboration with the Agency, consult and coordinate with all applicable environmental agencies to further refine the permitting strategy. Prepare a complete list of all permits necessary for submittal by the County. All work and recommendations to be accomplished under this solicitation must conform to all appropriate federal, state, and local laws and regulations.
- H.** Provide assistance to Agency in responding to questions from environmental agencies.
- I.** Assist the Agency in preparing applications and obtaining all required Local, State, and Federal environmental permits.

Consultant Deliverables: Meeting summaries; natural resources memo; cultural resources memo; Level One Hazardous Materials Corridor Assessment; Level Two Hazardous Materials Corridor Assessment (contingency task).

TASK 6: Preliminary Engineering

The Consultant will:

- A.** Perform preliminary storm drainage analysis that includes detention and water quality of runoff from new impervious surfaces and redirection of flows from new curbs or slope changes, in relation to the existing storm system in the Monroe project area. Consultant will coordinate with Clackamas County Service District No. 1 on the proposed design. Identify options necessary to meet Clackamas County Surface Runoff standards for water quality and quantity. This task will include preliminary and final drainage reports.
- B.** Conduct a geotechnical evaluation as needed for pavement design and storm water infiltration, and retaining walls if necessary. Consultant will be required to obtain up to 40 core samples of the asphalt and subgrade. Consultant will work with Agency to determine the field locations of the core samples. Identify the limits of any proposed new retaining walls using topographic data in order to include in the report for cut or fill slopes. Prepare draft and final geotechnical reports and submit to the County.
- C.** Coordinate with the County to determine roadway geometrics, alignments, profiles, and cross-sections meeting AASHTO (American Association of State Highway and Transportation Officials) and County standards. Provide up to two alternative roadway horizontal and vertical profile designs to the County in strip maps with preliminary cross-sections and profiles.
- D.** Provide preliminary cost estimates for proposed alternatives.
- E.** Coordinate with County to determine appropriate retaining wall structures (type, size, and location), if needed. At least two retaining wall types should be considered in the TS&L phase.
- F.** Submit Draft preliminary (30%) plans showing the new sidewalks or pathways, limits of any retaining walls and other major improvement features using information from the

topographic survey, Stormwater Report and Geotechnical Report. Plans should be generated at a horizontal scale of 1" = 20'.

- G. Provide a draft and final Design Acceptance Package (DAP) memo to the County summarizing the alternatives considered and recommended improvements. Include the plans and all draft and final reports including environmental, stormwater and geotechnical reports in the DAP.

Deliverables: Design base map per ODOT standards; geotechnical report; storm water analysis hydraulic reports; detailed cost estimates; layouts for two alternative designs; TS&L memo for retaining walls, as necessary; draft and final DAP memos; strip maps with preliminary cross sections and profiles; monthly engineering schedule updates.

Task 7: Right-of-Way Research, Descriptions, Appraisals, and Acquisitions

The Consultant will provide title research, maps, legal documents, appraisals, negotiations, and acquisition and relocation services. The amount of permanent easement or right-of-way acquisition is uncertain for this project until further design development. The Consultant should assume up to six (6) acquisition files are required for this project in order to install retaining walls, sidewalks or storm water facilities. However, up to 20 additional acquisition files may be added to the scope of work as a contingency.

The Consultant will:

- A. Identify if proposed road improvements require partial or full acquisitions of fee parcels or acquisition of rights-of-way and/or easements only.
- B. Verify all existing easements within the impact areas and the beneficiaries of those easements for efficacy of project use as shown on the base map.
- C. If necessary, develop right-of-way and/or easement cost estimates. If the proposed improvements necessitate right-of-way and/or easement acquisitions, estimate the total cost of acquisitions. Cost estimates shall not be broken down or identified by individual properties, but only by total cost for respective alternatives.
- D. If necessary, produce real estate appraisals in accordance with the ODOT Right-of-Way Manual and the URA for each parcel identified for which a property interest is to be acquired. Provide the County with two copies of each real estate appraisal. The consultant should be aware that all appraisals shall undergo an independent appraisal review and that the consultant will need to take corrective actions necessary to provide the Agency with recommendations for establishment of just compensation.
- E. Conduct Right of Way negotiations and acquisitions in conformance with current state and federal regulations and the Federal Uniform Relocation Act (URA). Under no circumstances shall the successful proposer take coercive action to induce an agreement on the price paid to the property owner. If negotiations do not result in an agreement, the Consultant is to submit a "recommendation for condemnation" packet to the Agency for further action. Develop a Right-of-Way Status Report and update and submit such to the Agency on a bi-weekly basis.
- F. Coordinate with the County to conduct all public and/or landowner inquiries about the project with the understanding that no design or location decisions have been made and that potential impacts to properties covered by alternatives are unknown at this time.

Consultant Deliverables: Right-of-way cost estimates; right-of-way base map; right-of-way impact maps; legal descriptions and exhibit maps; appraisals; negotiated files; and right-of-way status reports.

TASK 8: Final Design Plans, Specifications, Estimates and Bid Assistance

The Consultant will advance the recommended alternative from the TS&L stage (30% design) to the 100% complete stage. Consultant shall complete the following:

- A.** Conduct strategy work sessions both in person and on the telephone to keep the project team informed about issues, decisions, and impacts.
- B.** Incorporate comments from the 30% and 60% design submittal in order to generate further refinement of the plans. This may include more detailed retaining wall sections, surface water collection, transfer or treatment, driveway connections, signing and striping plans, flashers/signals, ITS devices and intersection ADA access ramps and details.
- C.** Conduct 60% and 90% design work sessions with County staff.
- D.** Complete engineering drawings for submittal to the Agency at 60%, 90%, and 100% milestones, and perform quality assurance and in-house independent design checks and plan review of all drawings and related quantities. All plans will be drafted with AutoCAD software, version 2019 or later, and the final CAD drawings provided through a FTP site or on a CD.
- E.** Provide relevant plan drawings that include at a minimum title, summary, typical sections, erosion control plans, retaining wall design, storm water plans, illumination plans, landscaping plans, construction staging, temporary protection and direction of traffic, restoration plans, signing and pavement marking, right-of-way design plan, planting plans, standard details, and other required drawings for submittal to Agency for review. Title sheet shall include location sketch, title of project, length of project limits, plan sheet index, applicable Oregon Standard Drawings, and a provision for approving official signature date and scale.
- F.** Calculate quantities and develop an engineer's construction cost estimate and construction schedule for submittal at each plan development milestone (60%, 90%, 100%).
- G.** Prepare relevant sections of specifications based on the 2018 Oregon Standard Specifications for Construction. Produce special provisions for the project using standard ODOT boilerplate special provisions and County boilerplate special provisions to the specifications in Part 00100 – General Requirements.
- H.** Revise and submit final Special Provisions based on comments received during Agency reviews.
- I.** Provide word processing of the final Special Provisions.
- J.** Make corrections as required by Agency and submit final plans to Agency (both documents and electronic copies).

- K.** Provide bidding assistance, including responding to questions from potential construction contractors and suppliers to the Agency about the Plans and Specifications during the bidding process, and completion of any addendums necessary to clarify the documents.
- L.** Coordinate with utilities for any required relocations. Send preliminary and final plans to each affected utility, along with notification letters. Include utility relocation status and schedule with monthly progress report and schedule update. Provide a final notice and status update to all utilities prior to bid.

Consultant Deliverables: 60%, 90%, and 100% Engineering Drawings (11”X17”), 90% and 100% Specifications and Bid Schedule, documentation of 60% and 90% review comments, Engineer’s Estimate, final technical reports, changes to documents for Addenda (up to three), if any.

It is assumed for the purpose of developing this proposal that a pre-bid meeting will not be conducted. An allowance for three (3) bid addenda is to be provided.

NOTE: Construction management services are not included as part of this RFP and will not be included in the consultant contract for this project. The Agency may, at its discretion, decide to hire the successful proposer for these services under a separate, future contract.

TASK 9: Construction Services

These services are to be provided by the successful proposer as part of the design engineering scope of work. These services are not considered part of construction engineering (a.k.a. construction management).

- A.** Pre-construction conference – The consultant will attend the pre-construction conference to define responsibility, standards, special items of interest to the project, traffic control, maintaining access, communications, and scheduling.
- B.** Construction Assistance – The consultant will work directly with the County’s construction management during construction. The consultant will visit the project site at least two times per week, interpret the plans and specifications and respond to questions, review shop drawing submittals within 7 calendar days of receipt, assist with field design changes and review change orders. The consultant will also attend meetings with County project managers as required to review construction progress, coordinate with utilities as required, and attend the final inspection. The consultant shall provide a punch list to the County construction management team.
- C.** Construction Surveying and Checks – The consultant will set vertical and horizontal controls for construction staking and be available for verification of contractor staking. Construction staking will be the responsibility of the contractor.
- D.** Project Closeout – After construction is complete, the final inspection complete, and the project accepted by the County, the consultant will modify the plans and profiles to reflect any changes made during construction, with input from County construction management. A set of reproducible mylar as-constructed plans and the associated AutoDesk drawing files are to be provided to the County.

Deliverables: Vertical and horizontal control to be available at pre-construction conference (in field and in electronic format); shop drawing review comments; final inspection/project concurrence letter; one set

of reproducible mylar as-constructed plans and the associated AutoDesk drawing files; monthly engineering schedule updates.

3.4 Work Schedule:

The Agency has prepared the following anticipated schedule for this project:

<u>Item</u>	<u>Date</u>
Notice to Proceed for Consultant	June 2020
Submit Final DAP Report	February 2021
Submit Final ROW Exhibit Maps and Descriptions	May 2021
Solicit Construction Bids	January 2022
Begin Construction	April 2022

3.5 Term of Contract:

The term of the contract shall be from the effective date through **September 30, 2022**.

3.6 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 27 – Confidentiality
- Article II, Paragraph 28 – Criminal Background Check Requirements
- Article II, Paragraph 29 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Project Team	0-35
Project Understanding and Approach	0-40
Communication and Availability	0-20
<u>Supportive Information</u>	<u>0-05</u>
	0-100

4.3 Once a selection has been made, the Proposer will be required to submit its proposed fees for completion of the project. The proposed fees must be on a time and material basis with a not to exceed for each phase of the Work. The proposed fees must be reasonable and fair to the County, as determined solely by the County.

During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, negotiations shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Chief Procurement Officer
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **18 pages** (single-sided), inclusive of all exhibits, attachments or other information.

Provide the following information in the order in which it appears below:

5.2 Cover Letter (1 page):

The cover letter should identify the proposing entity, the contact for the procurement and contract negotiation process, and be signed by an authorized representative or official.

5.3 Project Team (not to exceed 4 pages): 35 points

This criterion relates to the Proposer's firm and key individuals qualifications, capabilities, and experience. Provide a description of the following:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project. Provide description of previous experience of the key individuals working together as a team. Must be comprehensive expertise to cover all phases of the project.
- Description of what distinguishes the firm from other firms performing similar services.

5.4 Project Understanding and Approach (not to exceed 5 pages): 40 Points

This criterion relates to the Proposer's understanding of the project and the methodology and course of action used to meet the goals and objectives of the project. The issue is whether the Proposer has a clear and concise understanding of the project based on existing information. Provide a description of the following:

- Proposer's understanding of the project as demonstrated in the RFP.
- Proposer's awareness of key issues.
- Proposer's awareness of project requirements to produce the necessary project deliverables on schedule and within budget.
- At least one page (11" X 17" allowed) of this section shall be dedicated to providing a detailed matrix illustrating tasks, subtasks and percent of overall project resources on one axis, and a timeline on the other axis.

5.5 Communication and Availability (not to exceed 2 pages): 20 points

This criterion relates to accessibility and availability for project work, meetings, and other interaction with the County. Provide a description of the following:

- Ongoing projects for key staff and percent contracting availability for assignment to this project.
- Resources available to perform the work for the duration of the project.
- Accessibility for interaction with the Agency for meetings and other project tasks.
- Ability to establish and maintain functional, productive working relationships.

5.6 Supportive Information (not to exceed 6 pages): 5 Points

Supportive material may include graphs, charts, photographs, resumes, references, etc., and is completely discretionary. Please note that the material included as supportive information will not be considered when scoring any sections of the Proposal other than “Supportive Information”.

5.7 Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
#2020-31

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a)** That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b)** The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1.No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c)** The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
- (d)** That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e)** That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f)** That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g)** That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h)** That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i)** That the Proposer is legally qualified to contract with the County.
- (j)** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.
- (k)** The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120
 Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____