



NORTH CLACKAMAS
PARKS & RECREATION DISTRICT

**REQUEST FOR PROPOSALS #2017-108
QUALIFICATION BASED SELECTION FOR
DESIGN RELATED SERVICES**

FOR THE

MILWAUKIE BAY PARK – FINAL DESIGN SERVICES

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

**Ryan Rice
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: April 12, 2018

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.....	March 8, 2018
Non-mandatory Preproposal Meeting.....	March 21, 2018
Protest of Specifications Deadline.....	March 15, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	April 5, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	April 12, 2018, 2:00 PM, Pacific Time
Interviews of Top Proposers - tentative.....	April 23-26, 2018
Notice of Intent to Award.....	April 30, 2018
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	May, 2018

TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work	7
Section 4 – Evaluation Procedure	16
Section 5 – Proposal Contents (Including Proposal Certification)	17

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners on behalf of North Clackamas Parks and Recreation District (“NCPRD”) will receive sealed Proposals per specifications until **2:00 PM, April 12, 2018** (“Closing”), to **provide final design services for Milwaukie Bay Park**. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at the Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444, or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Proposals may be emailed to Procurement@clackamas.us or sent to Clackamas County at the above Kaen Road address.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, 503-742-5446, rrice@clackamas.us.

Non-Mandatory Preproposal Meeting

Attendance at a Non-Mandatory Preproposal meeting will be held with County staff at Milwaukie City Hall located at 10722 SE Main Street, Milwaukie, OR 97222. The preproposal meeting will be conducted on March 21, 2018 from 11:00AM to 12:00PM. Attendance will be documented through a sign-in sheet.

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 reserves the right to award the contract to the contractor who’s Proposal shall be best for the public good.

Clackamas County encourages bids 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. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. 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 the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or responses to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside the name and address of the Proposer, the project title and Closing date/time. 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 Response form). 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 its 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 as 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” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter 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 non-responsive, if such Proposer is unable to demonstrate that their 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 the file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(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 192.501(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 192.500(1). 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 their successful performance of similar services, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, lawful payment of subcontractors and workers as well as 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, including members of the City of Milwaukie's Parks and Recreation Board ("PARB") and Arts Committee ("artMOB") and NCPRD's District Advisory Board ("DAB", with meetings currently on hold), 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 subcontractors' 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 at its sole discretion.

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

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 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.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification

included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1 INTRODUCTION

Clackamas County, on behalf of the North Clackamas Parks and Recreation District (“NCPRD”), is seeking Proposals from vendors to provide design services (“Final Design”) to complete Milwaukie Bay Park (“Park”). A Master Plan was completed in 2010 and a majority of the Master Plan elements have been accomplished. The remaining portions of the design will be tested and revised as necessary to ensure the design meets the expectations of the community, the City and NCPRD. The team must also be qualified to complete future phases of the work, including 100% construction documents, permitting and construction administration.

This RFP will be conducted in two phases. The first phase will require Proposers to submit qualifications and demonstrate an understanding of the project and the second phase will require the top-ranking Proposers to participate in an interview process.

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

NCPRD is dedicated to providing exceptional parks and recreation programs, facilities and services. Our mission is *“To enrich community and vitality and promote healthy living through parks and recreation.”* Voters approved the formation of the District in 1990 because they saw increased need for parks and recreation services in northern Clackamas County. The District—which serves more than 100,000 residents—includes the City of Milwaukie and a large area of unincorporated Clackamas County. While the City owns its park properties, NCPRD operates and maintains the City of Milwaukie’s parks as outlined in an Intergovernmental Agreement.

In the last 15 years, the Park has been transformed from poorly maintained and underutilized land into a scenic riverfront park that is a treasure for the community, but the full vision for the Park has not been realized. Venues for concerts, places for friends and families to gather, an interactive fountain and a children’s play area are yet to be completed. The North Clackamas Parks and Recreation District and the City of Milwaukie are partnering to complete the Park. This solicitation for design and technical services is the first step toward completion of that goal.

3.2.1 Context

The Park is located on a 6.8-acre site on the western boundary of the District between the historic and vibrant City of Milwaukie and some of the region’s greatest natural resources: the Willamette River to the west, Kellogg Creek to the south and Johnson Creek to the north. Spring Park and Elk Rock Island—two natural areas rich with wildlife—are a few minutes away by kayak or bike.

The old Portland Traction Company right of way, now the Trolley Trail, runs through the Park and connects neighborhoods, schools, parks and business districts from Gladstone to the Springwater Corridor and north into Portland’s Sellwood neighborhood. Also connecting with the Park to the south is the Kellogg Creek Resource Recovery Facility run by Clackamas County Service District #1 and an additional park and trail located along the banks of the Willamette River.

3.2.2 Planning

Planning for Milwaukie Bay Park—previously called Riverfront Park—began in earnest in 1998 with the establishment of the Milwaukie Riverfront Task Force by the Milwaukie City Council with a mission to

advance development of the Park. Subsequently, the Downtown and Riverfront Land Use Framework Plan (adopted in 2000 and updated in 2015) identified development of Milwaukie Bay Park as a high-priority project. The Plan identified the Park as the City's "living room," established the Park as a location for special events and called for strengthened connections to the north, south and downtown. Master planning began in 2005 with a public opinion survey to determine what components the community would like to see included in the Park. City Council approved the preliminary plan in 2006 and the Master Plan was approved by Planning Commission in 2010.

The Park's planned amenities aimed to represent the core values of the community: promoting health and quality of life and creating new opportunities for fitness, recreation, social and civic engagement. The plan included new parking areas north and south of Kellogg Creek, a play area for children, two restroom facilities, a performance venue for cultural arts, a festival lawn, pathways for pedestrians and cyclists, improved pedestrian crossings between downtown and the Park and two overlooks for river viewing. Because full funding of the Master Plan with an estimated cost of \$8.7 million was not secured, civic leaders anticipated the Park would be built in phases. At this time, the first two phases of the Park are complete. This scope of work will define the final phase of work.

This project has enjoyed overwhelming community support since its inception. NCPRD has identified the completion of the Park as a high priority in its adopted 2004 District Master Plan and 2007 System Development Charges Capital Improvement Plan. The City of Milwaukie has identified the completion of the Park as one of its three goals to be pursued during the 2017/2018 biennium and citizens of Milwaukie called for its completion in the adopted 2017 Milwaukie Community Vision and Action Plan.

3.2.3 Implementation

The donation of a key piece of land on the northern portion of the Park from Gary and Sharon Klein led to the first phase of development, which included the Klein Point Overlook. Completed in 2012, the overlook sits above Johnson Creek at its confluence with the Willamette River.

The second phase of development was funded by the Oregon Department of Fish and Wildlife ("ODFW"), Oregon State Marine Board ("OSMB") and the Kellogg Creek Good Neighbor Fund. The City and NCPRD contributed funding for construction administration. The project included:

- A new boat launch with a boarding float and a small restroom,
- Parking lots north and south of Kellogg Creek with spaces for cars with trailers as well as regular vehicles,
- New vehicle access to the Park,
- A riverside trail along the bank of the Willamette River, connecting the new boat ramp work with the completed Phase I work of Klein Point Overlook,
- Plantings in the riparian area along the river,
- Grading of the Park site between the new parking area and Klein Point,
- Relocation of the power poles located in the Park eastward toward S.E. McLoughlin Boulevard, and
- Temporary paving for the Trolley Trail.

3.2.4 Ongoing Projects

After severe storms damaged the existing Kellogg Creek Bridge in 2015, City Council authorized its replacement in 2017. Construction for the Kellogg Creek Bridge Replacement Project with Improvements (Bridge) began October 2017. When completed, the 116-foot bridge will remove one of the obstructions in the Kellogg Creek Dam (the first step to removing a blockage to fish passage between Kellogg Creek and the Willamette River) and will provide a pedestrian sidewalk on its west side. This new pedestrian access will connect the existing sidewalk on the north side of Kellogg Creek with the parking lot on the

south side of Kellogg Creek. This path eliminates the need for the pedestrian bridge over Kellogg Creek that was illustrated in the Park's Master Plan.

The 2015 storms also damaged the beach area in the Park. Planning for the Beach Repair project is underway and will include repairs to the embankment erosion along the beach while providing improvements to mitigate the impact of future storm events. Stone steps will also allow for easier access to the beach in order to launch light watercraft and for swimmers. This work is expected to begin in 2018 and is the final in-water work project identified in the Master Plan.

3.3 PROJECT CONSIDERATIONS

3.3.1 Master Plan and Design Considerations

NCPRD and the City of Milwaukie are embarking on this final phase of work to complete the park. The design team selected for this project must build on past planning work while evolving the design from 2010 to best meet current and future needs.

A majority of the Master Plan elements have been developed at the site. The portions of the design from 2010 that were not finalized for construction will be tested, revised and reconfigured, as necessary, to ensure the Final Design meets the current expectations of the community, City and NCPRD. The NCPRD Board and staff, in coordination with City of Milwaukie City Council and staff, have recently determined the area of focus, updated program elements and topics to be included in this scope of work for the selected design team. These include the following:

- The area of focus for this work will be approximately 2.5 acres as illustrated in the Background Documents noted below.
- The Coast Redwood tree, located in middle of the park will be retained.
- The type of play area (nature based, art based, or other) will be determined. The play area and restroom will be closer together than in the 2010 design.
- The final alignment of the Trolley Trail will be determined (as current alignment is temporary).
- Event programming will be studied in depth to determine the areas needed (size, optimum location(s) and design) to accommodate various events and be flexible to accommodate changing needs.
- Passive and active programming will be considered.
- The design team will plan for art to be integrated into the final design.
- The fountain will be designed to be interactive. It is a key opportunity to incorporate art, play and/or interpretations of nature, history and culture.
- The final design will deter Canada geese.
- Stormwater retention will be integrated into the design.
- Milwaukie's character and history will be incorporated into the design.
- Design will support views – both from within the park and into the park.
- The pedestrian bridge, dock, and southern overlook included in the 2010 Master Plan will not be part of the final design work.
- Although the 2010 Conditions of Approval included a launch for light watercraft, a launch is not an element in this project. Improvements in the 2017-18 Beach Repair Project will support launch of light watercraft. City of Milwaukie staff is also researching a light watercraft tie-up area near the dock as a separate project.

3.3.2 Permits

The Milwaukie Planning Commission approved several permits in 2010 including Design Review, Transportation Review, Willamette Greenway, Water Quality Resource and a Variance—with Conditions of Approval. Many of these conditions originated from the Design and Landmarks Committee (“DLC”)

recommendations to the Planning Commission. In addition, the DLC made suggestions about how the project could better meet the Downtown Design Guidelines. The Conditions of Approval and suggestions will be considered as part of this design process. Some of them are:

- Design the water feature to echo the diverse nature of waterways through Milwaukie and the site, and include less linear features.
- Incorporate Milwaukie's character and history in the details of the project. This could include incorporation of art elements, vernacular architecture, signage, or choice of materials.
- Reduce the distance between the bathroom and playground.
- Design for views from downtown Milwaukie and other sites outside the park as well as views within the park.

U.S. Army Corps of Engineers issued a Permit in 2014 ("Corps Permit") for redevelopment of the Park. The Corps Permit approved in-water components and excavation of material, among other things. The in-water components are complete except for the stone steps for shore access (part of the Beach Repair Project), which is now underway. It will be the responsibility of the selected design team to meet the requirements of the permit and make every effort to meet the time limit for completing the work, which ends on October 31, 2020. This design process will determine how to meet this deadline or how to extend the permit without delay of project completion.

3.3.3 Community Participation

A community engagement specialist will be hired by NCPRD under a separate contract. The selected Proposer and community engagement specialist will be expected to work closely together to develop an open community engagement process. This process will include open houses, surveys and participation at community events. The outreach is expected to be engaging, transparent and inclusive and to build upon the considerable outreach conducted in previous planning phases.

The community, and in particular the Riverfront Task Force, dedicated untold hours to develop the Master Plan and implementation of the first two phases of Park development. Although the Riverfront Task Force has been dissolved, previous members contain a wealth of knowledge and energy, which will be valuable to tap for this next phase of design. Also, representatives from the City's Parks and Recreation Board (PARB), Arts Committee (artMOB) as well as District residents are expected to play a major role in representing community interests during Park design as members of a Steering Advisory Committee ("SAC").

3.3.4 Trolley Trail

The Trolley Trail is a significant regional multi-use trail that runs through the Park. The current trail connection provided in this area is temporary. The selected Proposer will use best practices to determine a final alignment that provides for an enhanced experience and maximum safety for Park visitors and Trolley Trail users.

3.3.5 Security and Maintenance

The design should incorporate known best practices to support safety and security, including design for activation that effectively invites people to and connects them with the site throughout different times of day and seasons of the year. Visual transparency is important to safety personnel, as sites close to the project area that are more concealed have attracted encampments and illegal activities. The design should also provide easy access by maintenance and safety personnel in addition to being easy to maintain.

3.3.6 Canada Geese

Milwaukie Bay Park has been infested with Canada geese from time-to-time, which detracts from the usability of the Park. NCPRD has implemented some geese mitigation efforts such as adding signs instructing visitors not to feed the wildlife, adding picnic tables and using trained border collies to

humanely clear the geese. The new design will need to use best practices to deter geese. This aspect of the design must rely on guidance from experts.

3.3.7 Resilience

With much of this site subject to the impacts of flooding and the majority of site specifically within the 100-year flood zone, design should consider adaptability and resilience in the face of both smaller more frequent high water and larger less frequent floods. As recently as 1996, floodwaters rose close to the 100-year floodplain mark (and higher in localized areas). With severe and extreme weather events becoming more frequent, both vegetated areas and built areas on the site should be considered in the context of adding to the site's resilience and adapting to and recovering from periodic inundation and flows.

3.3.8 Project Management

The City and NCPRD form a strong partnership to lead the project. Staff from each agency will form a Project Management Group to guide the work. NCPRD will have a designated project manager to direct the selected design team. The Project Management Group will form a Steering Advisory Committee ("SAC") and a Staff Technical Advisory Group ("TAG") to provide additional guidance to the project.

3.3.9 Design Excellence

NCPRD has many parks that form a network of open spaces to serve its residents. The next phase of the Park will be held to high design standards and be expected to provide a unique contribution to the system of parks for the surrounding neighborhoods, the City and the region. It should also reflect careful consideration of the quality of materials and strong urban and contextual design, including high-quality public artwork.

3.4 SCOPE OF WORK

The purpose of this solicitation is to contract with a multidisciplinary team to develop a final park program and Final Design as outlined in this solicitation. Although many areas of expertise are necessary to complete the Park, NCPRD would like the project team to be as nimble as possible to allow for simple project management and execution of the project. The proposal should reflect creative solutions to this request. It is expected that a landscape architect will be the lead consultant.

The selected proposer will consider the 6.8-acre park holistically, but the area of focus for this scope of work will include an approximate 2.5-acre portion of the Park. It is expected the Final Design will take approximately eight months to complete from the time Notice to Proceed is given to the selected proposer.

The selected proposer will perform the tasks listed below and will be expected to work closely with the SAC and TAG to accomplish these goals. The following tasks describe the proposed scope of services for the project. The final scope, schedule, and fee will be determined during the negotiations stage of the selection process. The decision to proceed with each major task will rest solely with the NCPRD project manager.

The selected proposer shall provide draft meeting notes for all meetings they attend for review and comment by NCPRD. Comments will be incorporated to fully reflect the meeting discussions resulting in a final meeting summary for each meeting.

3.4.1 Work Plan

The selected proposer will provide a detailed work plan to address all tasks requested in this solicitation. The intent of this task is to finalize a work plan that further details the team's approach to the project, based on the information provided in the proposal. It will be used to create the scope of work for the

contract. The highest scored proposer will draft a complete work plan for NCPRD within 15 days of the Notice to Proceed.

The work plan will include the overall goal of each task, specific sub-tasks, which firm from the team is responsible for which task and specific sub-tasks. The work plan will also provide a description of products, schedule, reviews, costs by task and discipline, anticipated meetings, an explanation of how the team will interact with each other and the client, and expected deliverables. The work plan will be completed in coordination with the NCPRD project manager. The work plan will not be billable; it is part of developing and negotiating the contract.

3.4.2 Technical Investigation

The previous phases of work on the Park have resulted in the creation of multiple documents. The team will review these documents and research additional topics to gain a comprehensive understanding of the project. The team will provide meeting summaries and memos to document information gained.

- Assemble, review, and confirm all relevant information about the project area. Include key previous studies, plans, record drawings, historical park and neighborhood information, property boundaries and easements, rights-of-way maps, utility information, and all modes of transportation.
- An ALTA and topographic survey of the site will be completed by NCPRD. The team can anticipate the survey will be available as soon as practicable after the Notice to Proceed. The team will review the survey and request any additional information, areas, or corrections by NCPRD's contracted surveyor.
- Complete a preliminary review of all permits anticipated to complete the project. Participate in meetings with all authorities as necessary to provide NCPRD a comprehensive perspective of jurisdictional requirements. Meetings and/or research may include City Planning, Building, Public Works, and Engineering Departments, City Storm Water Division, ODOT, Corps of Engineers, Clackamas County Service District #1 and Clackamas County Water Environment Services.
- Identify preliminary concerns and issues. Participate in meetings to identify preliminary issues with the project manager, the TAG, the SAC, and others as needed.
- Summarize opportunities and constraints. To finalize this phase of work, the team will provide a summary of opportunities and constraints revealed through the technical investigation phase.

3.4.3 Design Principles

Design principles will be confirmed or revised based on previous efforts created during the Master Planning. The confirmation of design principals will guide decision-making and ensure that the design aligns with other City and NCPRD goals and meets community expectations.

3.4.4 Programming

The programming phase will ensure a complete visitor experience during all four seasons to create a safe and lively Park. The Park is expected to host a variety of new events such as movies in the park and concerts as well as existing events such as the City's annual Winter Solstice and Christmas Ships Viewing event, kayak pop-ups hosted by Paddle People and Willamette River Keepers, outdoor markets, live music and other entertainment. In addition, elements that activate the Park at other times of day and evening will be essential to the success of the Park. Related needs will also be considered such as loading and unloading of equipment, utilities, lighting, staffing and maintenance costs.

The programming effort will also be coordinated with programming planned for Milwaukie's South Downtown Plaza, which is currently being designed. The team will prepare a report that summarizes meetings and discussions and clearly describes the design principles and programming concepts for the project.

meetings and discussions and clearly describes the design principles and programming concepts for the project.

3.4.5 Refinements of Design Alternatives

Upon completion of the design principles and programming phase, the team will develop design alternatives that respond to the previous tasks. All of the design alternatives will meet the requirements of the Corps Permit. It is expected the alternatives will be holistic interpretations of all available information. Program elements will be tested in each alternative to ensure workability, safety and maintenance. Order of magnitude cost estimates will be provided for each alternative.

3.4.6 Final Design

The Final Design will illustrate the thematic elements of the design. It will be developed and illustrated with presentation quality color graphics of perspectives, site plan, lighting plan, sections, and elevations with appropriate detail, along with furnishings and materials palette. Other drawings to be included in the Final Design will be a grading plan and utility plan. Final Design will meet the requirements of the Corps Permit. In addition, Final Design drawings:

- Will be sufficiently illustrative and detailed to present to various committees, NCPRD Board and Milwaukie City Council in order to be evaluated prior to development of construction documents.
- Will be used to secure future funding.
- Will include outline specifications which will contain an itemized list, using brief, concise statements of significant materials, systems, and equipment and their criteria which may have a special cost impact.
- Will include a detailed cost estimate.
- Will include a detailed schedule and budget to complete the project.

3.4.7 Project Cost and Funding

Completion of the Park is estimated to cost approximately \$3 million in the City's FY2017-2022 Capital Improvement Plan. This cost estimate will be updated as part of the Final Design work. NCPRD has approximately \$1 million System Development Charges (SDC) funds potentially available for the Park. The SDC Capital Improvements Plan (2007) designated this Park plan implementation as "Priority 1" project. Additionally, other funding opportunities will be considered to complete the Park such as District General Obligation Bond and grants. The project team will design a project with a construction budget of approximately \$3.8 million. As a point of reference, the total design team fees for all phases of work will be approximately 10% of the construction cost of the Park. NCPRD has funds budgeted for design starting in 2017-18, with more funding included in the proposed 2018-19 budget.

3.5 BACKGROUND DOCUMENTS

All Background Documents are available by download, hereby incorporated by reference at the links listed below:

Date	Document Title	Link
06/01/2005	Oregon Solutions Declaration of Cooperation	https://ncprd.com/wp-content/uploads/2018/03/2005-06-01_Oregon-Solutions-Declaration-of-Cooperation.pdf
3/20/2009	70% Design Documents	https://ncprd.com/wp-content/uploads/2018/03/2009-03-20_70-Design-Documents.pdf
10/28/2009	Design and Landmarks Committee Staff Presentation	https://ncprd.com/wp-content/uploads/2018/03/2009-10-28_Design-and-Landmarks-Committee-Staff-Presentation.pdf

2/8/2010	Design and Landmarks Committee Development Plans	https://ncprd.com/wp-content/uploads/2018/03/2010-02-08_Design-and-Landmarks-Committee-Staff-Report-Attachment-3_B.2-Dev-Plans.pdf
5/11/2010	Design and Landmarks Committee Staff Report for 5/11/2010 Meeting	https://ncprd.com/wp-content/uploads/2018/03/2010-05-11_Design-and-Landmarks-Committee-Staff-Report.pdf
5/26/2010	Planning Commission Notice of Decision	https://ncprd.com/wp-content/uploads/2018/03/2010-05-26_Planning-Commission-Notice-of-Decision.pdf
7/2/2012	Bid Documents for Phase I: Klein Overlook	https://ncprd.com/wp-content/uploads/2018/03/2012-07-02_Phase-I-Klein-Point-Overlook-Bid-Documents.pdf
2/24/2014	Department of the Army Corps of Engineers Permit	https://ncprd.com/wp-content/uploads/2018/03/2014-02-24_Dept-of-Army-Permit.pdf
4/1/2014	Bid Documents for Phase II: Boat Launch	https://ncprd.com/wp-content/uploads/2018/03/2014-04-01_Phase-II-Boat-Ramp-and-Pathway-Construction-Documents_Reduced.pdf
10/31/2015	Milwaukie Downtown and Riverfront Framework Plan Update	https://ncprd.com/wp-content/uploads/2018/03/2015-10-31_Milwaukie_Downtown-and-Riverfront-Framework-Plan-Updated.pdf
4/14/2016	Kellogg Bridge Repair Project Design	https://ncprd.com/wp-content/uploads/2018/03/2016-04-14_Kellogg-Bridge-Repair-Project-Hart-Crowser-Letter.pdf
5/23/2017	Bank Repair Project	https://ncprd.com/wp-content/uploads/2018/03/2017-05-23_Beach-Repair-Project.pdf
9/5/2017	Milwaukie Vision Plan	https://ncprd.com/wp-content/uploads/2018/03/2017-09-05_Milwaukie-Vision-Plan.pdf
10/10/2017	NCPRD Staff Presentation to Milwaukie City Council 10/10/2017 Meeting	https://ncprd.com/wp-content/uploads/2018/03/2017-10-10_Milwaukie-Bay-Park-Presentation-to-City-Council.pdf
	Video of Presentation	https://www.youtube.com/watch?v=4tcdzfzqguCY
10/19/2017	NCPRD Staff Presentation to NCPRD Board of Directors 10/19/2017 Meeting	https://ncprd.com/wp-content/uploads/2018/03/2017-10-19_Milwaukie-Bay-Park-Presentation.pdf
	Audio of Presentation	https://ncprd.com/wp-content/uploads/2017/10/Part-2.mp3
1/16/2018	NCPRD Staff Presentation to Milwaukie City Council 1/16/2017 Meeting	https://ncprd.com/wp-content/uploads/2018/03/2018-01-16_Milwaukie-Bay-Park-Presentation.pdf
	Video of Presentation	https://www.youtube.com/watch?v=ANhq_P4Xwt&feature=youtu.be&t=7m3s
2/15/2018	Aerial Image showing approximate Study Area	https://ncprd.com/wp-content/uploads/2018/03/2018-02-15_MilwaukieBayPark_Aerial_Study-Area.pdf
--	Moving Forward South Downtown Presentation	https://ncprd.com/wp-content/uploads/2018/03/2017_Moving-Forward-South-Downtown-Presentation.pdf
--	NCPRD Service Area Map	https://ncprd.com/wp-content/uploads/2017/03/NCPRD_basic11x17.pdf

3.6 CONTRACT

3.6.1 Term of Contract

The term of the contract shall be from the effective date through **March 31, 2019**, with the option for two (2) additional three (3) year renewals thereafter subject to the mutual agreement of the parties.

3.6.2 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, 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 Professional Services Contract for this RFP can be found at <http://www.clackamas.us/bids/terms.html>.

3.6.3 Professional Services Contract (unless checked, item does not apply)

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

- ☐ Article I, Paragraph 4 – Travel and Other Expense is authorized
- ☐ Article II, Paragraph 29 – Confidentiality
- ☐ Article II, Paragraph 29 – Criminal Background Check Requirements
- ☒ Article II, Paragraph 30 – Key Persons
- ☐ Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- ☒ 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.
- ☒ 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.
- ☒ Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 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 shall rank the Proposals in accordance with the below criteria. Interviews will be conducted with the highest scoring Proposers. Proposers invited to interview will be notified of the time, place and format of the interview. Based on the interview, the evaluation committee may revise their scoring.

Written Proposals must be complete upon submission. No additions, deletions, or substitutions will be permitted during the interview. The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal following interviews. 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 Understanding and Approach	0-35
Qualifications and Key Personnel	0-30
Prior Project Experience	0-20
<u>Project Schedule</u>	<u>0-15</u>
Total	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 materials basis with a not-to-exceed amount 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 fees that best represent the efforts required. If the County is unable to come to terms with the highest scoring Proposer, negotiations shall be terminated and new 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, no longer than fifteen (15) pages one sided, may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify RFP #2017-108 Milwaukie Bay Park. 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 disc or USB flash 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, Director
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 all vendors or any one vendor should the County deem such information necessary.

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

5.2 Cover Letter (1-2 pages does not count towards page totals)

The cover letter should introduce your team and describe your business philosophy. Indicate who will be the prime consultant and the project manager as well as all contact information for these individuals. The cover letter should include a statement that the Proposer and the project team are willing and able to provide full design, engineering services and construction administration services for project implementation.

5.3 Project Understanding and Approach (3-5 pages): (0-35 Points)

This criterion relates to the Proposer's understanding of the project, the methodology and course of action 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 and design elements.
- Proposer's awareness of project requirements to produce the necessary project deliverables on schedule and within budget.
- Proposer's understanding of their role in the public involvement process and ability to incorporate comments from stakeholders and the public into the overall project.
- Discuss any unique aspects of the project, alternative approaches that NCPRD and its stakeholders should consider related to program, design, and funding.

5.4. Qualifications of Key Personnel (2-3 pages): (0-30 Points)

This criterion relates to the Proposer's firm and key individuals' qualifications, capabilities and experience.

5.4.1 Provide detailed credentials and/or 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. The project team should have experience within the last five (5) years in the following areas:

- Holistic approach to design;
- Creative design of water features, native planting, and design resilience;
- Stormwater facility design and familiarity with concepts of sustainability;
- Community engagement and responsiveness to community ideas and concerns;
- Professional cost estimating;
- Coordination with public agencies related to land use and building permits; and
- Responsiveness to client issues such as maintenance and project costs.

5.4.2 Description of what distinguishes the firm from other firms performing similar services.

5.5 Prior Project Experience (2-4 pages): (0-20 Points)

This criterion relates the record of past performance, including but not limited to price and cost data from previous projects, quality of past work, ability to meet schedules, cost control and contract administration. Please provide a description of the following:

- Providing similar services to public entities of similar size within the past five (5) years;
- Incorporating thematic elements of the park, decision making and the interactions with the client and the community;
- Challenges and successes on past projects; and,
- Project owner representative contact information (phone and email) for each project.

5.6 Project Schedule (2-3 pages): (0-15 Points)

This criterion relates to realistic representation of a time frame for project tasks. Provide the following:

- A project schedule keeping with the time frame established for the project (approximately 8 months). The schedule should include sufficient detail to be a realistic representation for the project tasks and duration, including work by subcontractors and time for review.
- At least one page (11x17" allowed) of this section shall be dedicated to providing a matrix illustrating tasks, subtasks, and assigned staff with a timeline on the other axis. The matrix must identify the resources committed to perform the work and the proportion of the time that the firm's staff would spend on the project, including time for specialized services.

5.7 Completed Proposal Certification (see form below)

PROPOSAL CERTIFICATION
RFP #2017-108 Milwaukie Bay Park – Final Design Services

Submitted by: _____
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. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. 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.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (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: _____

E-mail: _____ Phone: _____