



## **REQUEST FOR PROPOSAL**

# **OWNER'S REPRESENTATIVE AND CONSTRUCTION MANAGEMENT SERVICES FOR PUBLIC WORKS OPERATIONS COMPLEX CIP #8113**

**PROPOSALS DUE:  
TUESDAY FEBRUARY 8, 2022; 4:00 PM, PST**

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## **PART 1: INVITATION TO PROPOSERS**

Sealed Proposals for **Owner’s Representative and Construction Management for the Public Works Complex** (“Project”) will be accepted electronically at PWComplex@ci.wilsonville.or.us, until **February 8, 2022 at 4:00 p.m., Local Time.**

Request for Proposal Documents are available on January 19, 2022, after 8:00 a.m., on the City of Wilsonville website, <https://www.ci.wilsonville.or.us/rfps>

Request for Proposal Documents may also be downloaded at [www.questcdn.com](http://www.questcdn.com) (Project #8108061). Prospective Proposers shall contact QuestCDN customer services at (952) 233-1632 for assistance with free registration and downloading documents.

To obtain a paper copy of the Request for Proposals package, call or write the City of Wilsonville, 29799 SW Town Center Loop East, Wilsonville, Oregon 97070, Attn: Martin Montalvo (503) 570-1560. Materials will be made available for pick-up within one business day at City Hall (29799 SW Town Center Loop East, Wilsonville, Oregon 97070). The City shall not be held responsible for the receipt of documents sent via mail.

The following is the anticipated timeline for receiving and evaluating Proposals and awarding a contract to the most qualified Proposer. This schedule is subject to change if additional time is needed.

Advertise Invitation to Proposers		19-Jan-22
RFP Questions Deadline		1-Feb-22
RFP Addendum Issuance Deadline		4-Feb-22
Proposals Due	4:00 PM PST	8-Feb-22
Evaluation of Proposals		15-Feb-22
Proposer Selection		15-Feb-22
Protest Period Ends	4:00 PM PST	22-Feb-22
Contract Negotiation Period	15-Feb-22	21-Feb-22
Council Award Hearing		7-Mar-22
Notice of Award		14-Mar-22

For additional information, contact the City Project Manager:

Martin Montalvo, Operations Manager, City of Wilsonville  
29799 SW Town Center Loop E., Wilsonville OR 97070  
Telephone: (503) 570-1560 Fax: (503) 682-7025  
Email: [pwcomplex@ci.wilsonville.or.us](mailto:pwcomplex@ci.wilsonville.or.us)

By Order of Delora Kerber, Public Works Director, City of Wilsonville, 29799 SW Town Center Loop East, Wilsonville, Oregon 97070. Dated this 19<sup>th</sup> day of January 2022.

## **PART 2: INSTRUCTIONS TO PROPOSERS**

### **1. DEFINED TERMS**

Unless otherwise defined herein, capitalized terms used in these Instructions to Proposers are defined in the General Conditions or Supplementary Conditions contained in the Contract Documents. The term "Successful Proposer" means the best value Proposer to whom the City of Wilsonville ("Owner") (on the basis of Owner's evaluation, as hereinafter provided) makes an award.

### **2. GENERAL**

A general description of the Work to be performed is contained in the Invitation to Proposers. The Scope of Work is specified in the accompanying applicable parts of these Contract Documents.

### **3. CONTRACT DOCUMENTS**

The Contract Documents under which it is proposed to execute the Work consist of all material bound herewith and any Addenda hereafter. These Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the Work. Any party contemplating the submission of a Proposal and being in doubt as to the meaning or intent of the Contract Documents should request that the City's Project Manager provide, in writing, an interpretation thereof. Any interpretation or change in the Contract Documents will be made only in writing, and a copy of such interpretation or change will be mailed or delivered to each party receiving a set of Documents. The City will not be responsible for any other explanation or interpretation of said Documents.

### **4. COMMUNICATIONS**

All requests for information and clarifications shall be made directly to the City's primary contact person, the City's Project Manager. In the absence of the City's Project Manager, respondents may contact the City's alternate contact person. Contact information is provided below. The City requests that potential respondents refrain from contacting City representatives other than the City's Project Manager. Direction of questions to other City staff or elected officials will not be viewed favorably.

Primary Contact Person:

Martin Montalvo, Operations Manager  
City's Project Manager  
City of Wilsonville  
29799 SW Town Center Loop East, Wilsonville, OR 97070  
Telephone number (503) 570-1560  
Email [pwcomplex@ci.wilsonville.or.us](mailto:pwcomplex@ci.wilsonville.or.us)

Alternate Contact Person:

Delora Kerber, Public Works Director  
City of Wilsonville  
29799 SW Town Center Loop East, Wilsonville, OR 97070  
Telephone number (503) 570-1542  
Email [pwcomplex@ci.wilsonville.or.us](mailto:pwcomplex@ci.wilsonville.or.us)

## 5. SUBMISSION OF PROPOSALS

Proposals shall be submitted electronically at the time and email address indicated in the Invitation to Proposers. Proposals shall contain the following information within the header, **“PROPOSAL for Owner’s Representative and Construction Management for the Public Works Complex.”** The email shall contain the Proposer’s name and address and be accompanied by any required documents as a single PDF document. Any Proposal not so submitted may be considered non-conforming.

The Proposer shall assume full and complete responsibility for timely delivery of the Proposal to the location designated for receipt of Proposals. **Electronic Proposals shall be submitted on or before 4:00 p.m., local time, February 8, 2022 to:**

**[PWComplex@ci.wilsonville.or.us](mailto:PWComplex@ci.wilsonville.or.us).**

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

## 6. INTERPRETATIONS AND ADDENDA

- (a) All questions about the meaning or intent of the Proposal Documents shall be submitted to the City’s Project Manager, in writing. Questions received less than five (5) days prior to the date for Proposal Opening will not be answered. Only questions answered by

formal written Addenda will be binding. Oral and other interpretations or clarifications are not binding unless confirmed by written Addendum.

- (b) Addenda may be issued to clarify, correct, or change the Proposal Documents, as deemed advisable by the City's Project Manager, in consultation with the Public Works Director. Addenda will be issued a minimum of seventy-two (72) hours prior to Proposal Closing unless the Addendum also extends the Proposal Closing.
- (c) An Addendum is considered to be issued at the time copies of the Addendum are available to prospective Proposers at City Hall and the office of the Public Works Director. The Addendum will be delivered electronically via email to all parties recorded by the City's Project Manager as having received the Proposal Documents, and will be made available for pickup at City Hall and the office of the Public Works Director by any interested party. Electronic transmittal or mailing of the Addendum shall be considered notice, as required by OAR 137 049 250.
- (d) Each prospective Proposer shall be responsible for verifying the number of Addenda issued seventy-two (72) hours prior to Proposal Closing. Failure by the prospective Proposers to verify the number of Addenda issued, or failure of an Addendum to be delivered in a timely manner to prospective Proposers, shall not be grounds for a Proposal protest.

## **7. FINANCING**

The Project will be financed by the City. The City will make monthly payments for Work performed, as more particularly described in the Contract Documents (see Section II – Contract).

## **8. AWARD OF CONTRACT**

Within forty-five (45) calendar days after the opening of Proposals, the City will either accept one of the Proposals, reject all Proposals, or accept only a portion of a Proposal based on budget.

The City reserves the right to reject any and all Proposals, to waive any and all informalities, to negotiate contract terms with the successful Proposer, and to disregard all nonconforming, nonresponsive, or conditional Proposals. Discrepancies between words and figures will be resolved in favor of words.

If a Contract is to be awarded, it will be awarded to the highest scoring Proposer whose evaluation by the City indicates to the City that the award will be in the best interest of the Project, as outlined in Section 9, below. As a part of that evaluation, the City reserves the right to add alternate items or to delete certain Proposal items from the award.

After evaluation of the Proposals, the City will issue a Notice of Intent to Award Contract to all Proposers via email, and will post this information on the City's website. Protests or appeals of the City's intent to award shall be made in accordance with Section 12, below.

The City will give the successful Proposer a Notice of Award, subject to final approval by City Council, which shall occur within forty-five (45) calendar days of the Notice of Intent to Award.

#### **9. BASIS OF AWARD**

The award will be made by the City to a qualified Proposer on the basis of best value and will take the following factors taken into account. The City reserves the right to reject the Proposal of any Proposer who does not pass any such evaluation to the City's satisfaction.

In evaluating Proposals, the City shall consider the qualifications and experience of the Proposers, in addition to whether or not the Proposals comply with the prescribed requirements.

#### **10. EXECUTION OF CONTRACT**

After approval of the Contract by Wilsonville City Council, Owner will give a Notice of Award to the successful Proposer, accompanied by at least four (4) unsigned counterparts of the Contract and all other Contract Documents. Within ten (10) calendar days thereafter, Contractor shall sign and deliver at least four (4) counterparts of the Contract to the Owner, with all other Contract Documents attached. Within twenty (20) days thereafter, Owner will deliver all fully signed counterparts to Contractor.

#### **11. TIME OF COMPLETION**

The time of completion of the Work to be performed under this Contract is stated in the Contract. Delays and extensions of time may be allowed at the City's sole discretion.

#### **12. NOTICE TO PROCEED**

It is the intent of the City to issue a "Notice to Proceed" on or about March 14, 2022.

#### **13. PROTESTS AND APPEALS**

Adversely affected or aggrieved Proposers may submit to the City's Public Works Director written protest of the City's intent to award within seven (7) business days following receipt of the Notice of Intent to Award Contract. The protest must specify the grounds upon which the protest is based. The City will not consider any late protests.



#### **14. QUALIFICATIONS FOR INSURANCE AND BONDING COMPANIES**

**Minimum Financial Security Requirements.** The Proposer understands all bonding and insurance companies providing insurance or bonds required by the Contract must meet certain minimum financial security requirements. These requirements conform to the rating published by A.M. Best & Co. and a current Bests Key Rating Guide-Property-Casualty. All companies providing bonds or insurance under this Contract must:

- Have a current A.M. Best Rating of not less than A;
- Have a current A.M. Best Financial Size Category of not less than Class IX;
- Be authorized to conduct and transact insurance and surety contracts in the State of Oregon; and
- Be a U.S. Treasury Circular 570 listed company, if providing payment or performance bonds.

Information to be provided includes: Insurance Company name; contact name; address; phone number; email; A.M. Best Rating; A.M. Best Finance Size Category and whether they do business in Oregon.

### **PART 3: INTRODUCTION**

The Public Works (PW) Department of the City of Wilsonville, Oregon is soliciting for statements of qualifications and pricing from firms interested in submitting qualifications for Owner's Representative and Construction Management Services. This solicitation is for the Project to build a new Public Works Operations Complex located at 28625 SW Boberg Rd, Wilsonville, 97070.

The City's purpose in using the Competitive Sealed Proposal process is to determine the "Best Value Proposal" for this Project through an evaluation of the demonstrated ability to successfully complete projects of a similar type, complexity, size, scope, budget, and schedule.

#### **BACKGROUND**

The City of Wilsonville has planned, designed, and budgeted for a new Public Works Complex (PWC) over several years. In 2015, the City of Wilsonville (Owner) completed a Facility Master Plan to determine the long-term facility needs for the organization. The plan accounted for growth of the community, current capabilities, and future needs based on expanded and new programming. The Master Plan called for the relocation and consolidation of all PW activities to a sufficiently sized and centralized location. At that time and to date, PW activities are extremely decentralized and scattered across various locations within the community. Additionally, the plan highlighted the existing locations were unsuitable for the nature and type of activities typically associated with municipal public works departments.

In 2016, the City purchased a 7.58-acre parcel located at 28625 SW Boberg Road for the express purpose of constructing a future PWC. The site is centrally located to the overall community and is zoned for Industrial use. In 2018, the City commissioned Scott Edwards Associates (SEA) to conduct a Research and Space Analysis to determine the essential components of the new facility, the correct sizing and massing of the site, the preliminary design, and future needs. The preliminary design called for a functional, modest, durable, and maintainable design. Based on City Council direction, the design was to account for the next 20+ years of City services and its associated growth, incorporate sustainable building practices (LEED / Green Globe), and comply with state Green Energy requirements. This effort was subsequently titled Phase One: Master Plan of the Public Works Complex Project.

Phase Two: Design Development and Construction Documents commenced in 2020. During this phase, development of a full design for the complex and cost estimate based on the preliminary data generated from the Phase One was completed. The final design includes the following key components:

#### ***Administration Building***

The Administration Building design calls for a concrete tilt-up 17,668 square foot seismically resilient (Level IV) building with offices for staff, crew rooms for the four respective operational divisions, locker rooms, drying and laundry room, a break room, back-up servers for all city needs, a multi-purpose Emergency Coordination Center meeting space and public conference room.

#### ***Warehouse Building***

The Warehouse building will be a 19,967 square foot seismically resilient (Level III) Pre-Design Metal Building (PDMB). The facility will provide for storage (both ground and mezzanine) for equipment, vehicles and materials, a woodworking shop, sign storage, a painting area, a water quality lab and office. The facility will also provide sufficient heating to protect weather sensitive assets and supplies. The Warehouse design also calls for a series of solar arrays to be placed on the roof in order to meet the State's Green Energy Technology requirements.

#### ***The Yard***

The yard consist of several critical components located within the overall yard space. These include a covered Decant Facility for dewatering stormwater spoils for disposal, as well as a covered equipment and vehicle wash area. The yard also contains a small sanitary lift station needed for the overall complex. Chemical Storage space for both bulk liquid deicer and a

dedicated chemical locker for other quantities of regulated chemical. Other components of the yard include equipment parking spaces, dedicated storage bins for construction materials and stormwater control facilities.

In December of 2021, Public Works staff presented final Project cost and possible funding options to the Wilsonville City Council. At that time, Council authorized staff to pursue final financing documents and begin solicitation for an Owner's Representative (Representative) to oversee construction bidding, day-to-day construction oversight, as well as other construction services. The cost estimate for construction of the PW Complex is \$19.8 million. Estimated costs for system development charges, permit fee, Project administration, and construction management services is \$1.15 million.

## **PART 4: PROJECT INFORMATION**

### **SCOPE OF WORK**

**The following Scope of Work (SOW) is illustrative of anticipated duties and responsibilities. The Final SOW will be developed in collaboration with the successful Consultant team prior to contract issuance.**

This position will provide administrative, management, day-to-day construction oversight and related services as required to coordinate work of the contractors with each other and with the activities and responsibilities of the Owner's Representative, the Owner, and the Architect. While the City is prepared to commence with a traditional Design/Bid construction format, the City will look to the representative for insight and guidance on alternative delivery and contracting methods to assure the best product and control cost. Scott Edwards Associates will serve as the Project Architect and shall be considered the Architect and/or lead design professional on the delivery team.

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

## **CORE SERVICES**

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

### ***General Services***

- a. Schedule and conduct meetings to discuss such matters as procedures, progress, issues, problems, and scheduling.
- b. Attend a progress meeting to provide Project updates to Owner.
- c. Attend weekly progress meetings during construction and provide progress meeting minutes provided by GC.
- d. Coordinate with Architect, Owner and GC.
- e. Enrollment of the buildings in an Energy Trust of Oregon incentive program.
- f. Evaluate aspects of the proposed buildings related to sustainability.
- g. Assist with value engineering analysis, if needed.

### ***Project Delivery***

- a. Evaluate the existing construction cost estimate and further refine and update as needed.
- b. Prepare "Milestone" schedule.
- c. Recommend Project delivery system: traditional design/bid/build, modified design/bid/build with prequalified construction firms, or Construction Manager/General Contractor (CM/GC).
- d. If an alternative delivery/building process is selected, successfully complete the necessary documents such as "Finding of Fact."
- e. Interface with the City of Wilsonville's Community Development Department regarding permits and attend all associated meetings.
- f. Review "Constructability" and "Construction Phasing" issues.

### ***Contract Management***

- a. Review/advise on preparation of construction contract documents.
- b. Review/prepare bid packages.
- c. Develop scheduling and contract administration clauses for inclusion into the contract documents.

### ***Bidding Phase***

- a. Review pre-qualification of construction contractors.
- b. Compare and analyze bids and proposals.
- c. Assist in construction contractor selection and award.

- d. Assist in contract negotiations with construction firm.

### ***Inspections***

- a. Monitor construction progress and quality on-site through day-to-day observation/inspection of Work.
- b. Make reasonable efforts to guard against defects and deficiencies in the Work of the GC and ensure that provisions of the contract documents are being fulfilled.
- c. Prepare inspection reports documenting observed construction activities and provide written recommendations regarding defects and deficiencies in the Work.
- d. Provide digital photographs documenting construction activities.
- e. Determine, in general, that the work of each contractor is being performed in accordance with the requirements of the contract documents.
- f. Promptly inform the Architect and the Owner of Work which does not conform to the requirements of the contract documents and should be rejected by the Architect or the Owner.

### ***General Construction Oversight & Coordination***

- a. Review and process vendor insurance certificates, invoices, payment applications, surety bonds, sworn statements, and waivers for contract compliance.
- b. Monitor and enforce GC's compliance with contract and specifications.
- c. Coordinate contractor and vendor activities with the Architect and GC.
- d. Review test reports submitted by others to substantiate contract compliance and identify non-conforming issues that require follow-up and resolution.
- e. Recommend courses of action to Owner when requirements of any contracts are not being fulfilled.
- f. Identify actual and potential problems associated with the construction Project and consult with the Architect and Owner.
- g. Maintain an awareness of safety and health requirements and notify GC of apparent violations of applicable regulations and contract provisions for the protection of the public and Project personnel.
- h. Assist GC in coordination of special requirements and inspections for public right of way work.
- i. Assist with obtaining building permits.
- j. Review/recommend service provider payment requests and contract modifications.

### ***Requests for Information (RFIs)***

- a. Assist Architect in preparation of responses to RFI-related construction issues.
- b. Transmit design-related RFIs to Architect.

- c. Conduct meetings with the GC and other parties as needed to discuss and resolve RFIs.

### ***Change Orders***

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

### ***Applications for Payment***

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

### ***Submittals***

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

### ***Reporting***

- a. Prepare and distribute Project status reports as requested by the Owner.

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

### ***Schedule***

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

### ***Budget***

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

### ***Project Closeout***

- a. Develop an occupancy checklist (punch list) and schedule.
- b. Assist the Architect in conducting close-out inspections. Participate in Project inspection(s) for Substantial Completion(s) and warranty inspections.

- c. Make written recommendations to the Owner as to the status of punch list items and when Work is ready for final inspection. Assist the Architect in conducting final inspections.
- d. Coordinate building systems functional testing and performance verification with the GC, the Owner's maintenance personnel, and the Architect. Observe each contractor's check-out of utilities, operational systems, and equipment for readiness and assist in equipment initial start-up and testing.
- e. Participate in any building commissioning and provide documented confirmation that building systems function according to criteria set forth in the Project Documents.
- f. Assist the Owner in obtaining a Certificate of Occupancy, which may encompass accompanying government officials during inspections of the Project, assisting in preparing and submitting proper documentation to the appropriate agencies, and assisting in final testing and other such activities.
- g. Coordinate staff training on building systems.
- h. Assist the Owner with warranty problem resolution and other claims against any contractor(s) for defective work or performance after completion of the construction.
- i. Collaborate with the Architect to collect and submit the following close-out documentation to the Owner:
  - a. Operations and Maintenance data for equipment as required by the Contract Documents for the Project.
  - b. Record drawings for the Project showing, among other things, deviations from the original plans and drawings for the Project made during construction, details in the construction not previously shown on such plans or drawings, changes to existing conditions or existing conditions found to differ from those shown on the original plans and drawings; the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings and stub outs; and such other information as the Owner, Architect, or Inspector may reasonably request from time to time.
  - c. Warranties and bond for equipment put into service.
  - d. Keys, tools, spare parts, and maintenance materials.
  - e. A list of all construction contractors, vendors, and material persons of every tier providing services, equipment, and/or materials in connection with the Project, in formal adequately bound, catalogued form, which shall include the names, addresses, telephone numbers, and fax numbers of such persons, and shall further include notices as to where pertinent persons can and may



be reached for emergency service, inclusive of nights, weekends, and holidays.

- f. All guaranties and warranties from all construction contractors as required by the Contract Documents for the Project.

## **CONSTRUCTION SCHEDULE**

The City is eager to commence construction of the PWC by early summer 2022. The City’s intent is to quickly proceed from selecting its Owner’s Representative to begin soliciting for construction proposals. Upon successful award of a contract for the Owner’s Representative, the City foresees the following preliminary schedule for the remainder of the Project.

<b>Construction Timeline</b>	<b>Start</b>	<b>End</b>
Construction RFP Development	14-Mar-22	15-Apr-22
RFP Published		18-Apr-22
RFP Opening		18-May-22
RFP Review	18-May-22	25-May-22
Publish Low Apparent Bid		25-May-22
Protest Period		1-Jun-22
Council Award		6-Jun-22
NTP		13-Jun-22

## **PART 5: PROCUREMENT PROCESS**

### **MINIMUM QUALIFICATIONS**

Individuals and firms replying to this solicitation must have prior and relevant work experience in providing Owner’s Representative and Construction Management services for Public Works facilities. Any firms replying to this solicitation must be licensed businesses registered within the State of Oregon.

- a. Proposer shall demonstrate a minimum of 5 years’ experience providing the types of services described within the Scope of Work of this Request for Proposals for public agencies.
- b. Proposer shall not have a record of substandard workmanship, as verified by the City by communication with licensing authorities, former clients and references, and other means as the City deems appropriate.

## SUBMITAL REQUIREMENTS

Proposers shall prepare and submit Proposals in accordance with the requirements stated within this RFP. Adherence to these requirements will ensure a fair and objective analysis of submitted Proposals. Proposals should provide a clear, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness, brevity, and clarity of content. Failure to comply with or complete any part of the RFP may result in rejection of the Proposal. The ability to follow these instructions demonstrates attention to detail.

Proposals are made at the Proposer's sole risk and expense. The solicitation may be suspended or delayed if it is determined to be in the best interest of the City to do so. The City is not liable to any Proposer for any loss or expense caused by, or resulting from, any cancellation, suspension, delay, or rejection.

All Proposals become public record following award of the Contract to the successful Proposer, except for any separately submitted and labeled confidential material which qualifies for non-disclosure under Oregon Public Records Law.

## PROPOSAL FORMAT

1. Proposals should be clear and concise.
2. Electronic Format: Single PDF format files.
3. Minimum font size: 11 point with a standard body text font (e.g. Calibri, Times New Roman, Garamond).
4. Letter of Intent: Maximum two (2) pages.
5. Executed "Authorized Employee Representative of the Respondent" Affidavit.
6. Maximum number of pages: **Eighteen (18) pages**. One page is considered to be one side of a single 8 ½" x 11" sheet.
  - a. **Included in the page count**: Evaluation Criteria responses, charts, graphs, pictures, and all other text or graphics.
  - b. **Not Included in the page count**: One-page table of contents, Letter of Intent, Authorized Employee Representative of the Respondent Affidavit.

## **PART 6: PROPOSAL CONTENT AND EVALUATION CRITERIA**

Proposals shall be organized in accordance with the listed Proposal contents set forth in the Evaluation Criteria section. Supporting Information, as defined below, shall be provided in a separate section at the end of the Proposal, and not counted in the page limit requirements.

Proposals exceeding the specified number of pages or text font size may be considered non-responsive and the Proposal may be rejected. Pages exceeding the maximum page limit may not be reviewed.

All qualification Proposals shall be evaluated on the following criteria:

### **LETTER OF INTENT (MAXIMUM 2 PAGES) [PASS/FAIL]**

The introductory letter should address the Proposer's willingness and commitment, if selected, to provide the services offered and a brief description of why the Proposer believes it should be selected.

The letter shall be addressed to the City's Project Manager and include the name of the firm, as well as the printed name, title, telephone number, and email address of the officer authorized to represent the consultant in any correspondence, negotiations, and signing of any contract that may result. Include the address of the office that will be providing the service and the project manager's name, title, telephone number, and e-mail address. The Proposer's federal and state tax ID numbers and the state of incorporation, if applicable, shall also be included. The letter must be signed by the Proposer, if an individual, or by a legal representative of the Proposer's entity, authorized to bind the entity in contractual matters.

The letter of interest shall specifically stipulate the following statements:

*"Proposer has received and examined, as part of the Proposal, Addenda No. \_\_\_ through \_\_\_. Proposer accepts all terms and conditions contained in the Request for Proposal and the Contract, except as otherwise specifically noted as an Exception in the Proposal."*

*"The submitted Proposal is valid for a period of ninety (90) days from the time and date Proposals are due."*

*"All materials and documents acquired or produced by the consultant in conjunction with the resulting contract shall be delivered to and become property of the City of Wilsonville, without restriction or limitation of future use."*

Proposer shall identify whether the Proposer (or which members of Proposer's team) is a "Resident Proposer" as defined in ORS 279A.120(1).

### **PROPOSER AND PERSONNEL QUALIFICATIONS [MAXIMUM 25 POINTS]**

Describe each member of the Proposer's team, including the proposed role for each firm or person on the Project, qualifications, expertise, and previous related owner's representative and construction management/inspection experience.

- Identify the project manager, day-to-day inspector and other key project team members, who will be involved with each major service or task element of the Work.
- Provide name, title, and brief description of duties, years of pertinent experience of staff and subcontractors' staff that will provide required services and complete tasks to complete the Work.
- Full resumes may be added in an appendix and will not be counted as part of the page limit.
- Upon selection, key staff cannot be changed without written approval of the City.
- Staffing commitments and ability to provide an on-site presence, including proximity to Project site.

### **CAPABILITIES AND APPROACH [MAXIMUM 30 POINTS]**

This section should layout how Proposer intends to ensure a successful Project, including Project management, inspection, milestones, meetings, and deliverables. After reviewing the proposed Scope of Work included in this RFP, provide a detailed explanation of Proposer's approach to the Work and the process Proposer plans to use. Each Proposer should demonstrate knowledge of the type of work requested, ability to solve the anticipated Project issues, and ability to offer innovative ideas. The Proposal should include the following:

- Describe your team's unique approach to providing Owner's Representative and Construction Management services for the construction of a Public Works Complex.
- Describe the proposed approach to accomplishing the Work, as demonstrated through clear and concise articulation of the services, tasks, deliverables, and major issues presented in completing the Work, based upon existing information, and how the Proposer would resolve any major identified issues.
- Services that may not have been mentioned and that should be considered for inclusion in a final Scope of Work for the benefit of the Project.
- Proposer's approach to working with City staff to develop and deliver the Project.
- Describe Proposer's quality assurance and quality control procedures to be implemented on this Project.

- Provide a list of best practices your firm utilizes when making design and budgetary modifications recommendations.
- Describe Proposer’s approach to unanticipated issues that may arise during the Project.

**EXPERIENCE AND REFERENCES [MAXIMUM 30 POINTS]**

Provide an overview of Proposer’s organization size and experience; major clients; areas of expertise; unique qualifications of Proposer; and other matters that Proposer feels would assist the City in the evaluation process. Identify the Proposer’s qualifications, including the following:

- Experience in construction project management and representing owners to deliver similar building construction projects for public entities.
- Experience in presenting construction project updates on project progress and project financials to major stakeholders.
- Familiarity with all types of construction project management models and, in particular, public design-bid-build projects.
- Prior experience leading projects with at least \$5 million in construction costs.
- Excellent project management credentials, including managing construction projects from conception to completion, including managing all project resources, project budgets, project financials, third-party engineering consultants, architects, and interior designers.
- Demonstrated leadership skills.
- Excellent written, oral, and presentation skills.
- Strong computer skills, including a working knowledge of MS Project, Word, and Excel.
- **Identify at least three (3) successful comparable projects completed by the project team within the past 7 years** that demonstrate the Proposer’s abilities to accomplish this Work in a professional, timely, and cost-effective manner.
  - The following information is required for each such project: client name, description of project, services provided, and when the project was completed, along with a reference from each of those comparable projects. Also briefly explain the relevance, lessons learned, or key tasks that apply to your Proposal for this Project.

**FEE [MAXIMUM 15 POINTS]**

- Provide a Not-to-Exceed Fee, including expenses for services as described in the Scope of Work.
- If the Proposer’s approach to the Work has identified additional services not identified in the Scope of Work that would be beneficial to the success of this Project, include the associated costs as a separate line item in the proposed fee.

### **ACKNOWLEDGEMENT OF PERSONAL SERVICES AGREEMENT [PASS / FAIL]**

Attachment A to this RFP is the Professional Services Agreement (PSA) the City intends to use for this Project. The PSA identifies the standard contract terms, minimum types and amounts of insurance that the successful Proposer is required to carry, and other City contracting requirements. You must identify any objections or questions concerning the form and content of the PSA in your Proposal. Any objection or proposed modification to contract language must be taken as a part of the submitted Proposal or the change will not be considered during negotiations. Making such an objection will put the term on the table for discussion purposes, but the City reserves the right to reject any Proposal based on a requirement to change any contract terms.

### **AUTHORIZED EMPLOYEE REPRESENTATIVE OF THE RESPONDENT [PASS / FAIL]**

By submitting a Proposal for the Project, Respondent expressly represents that they have taken no exception to any term, condition, obligation or requirement of the RFP that is not clearly and expressly stated in their Proposal.

Respondents further represent that they are an Authorized Employee Representative of the Respondent and will report immediately to the City, in writing, any errors, inconsistencies, ambiguities, terms that limit competition, or terms that are otherwise unlawful that they discover in the RFP.

A completed *Authorized Employee Representative of the Respondent Affidavit* shall be included in the Proposal.

*Authorized Employee Representative of the Respondent Affidavit*

Fill out appropriate sections.

AFFIDAVIT:

STATE \_\_\_\_\_ )  
OF \_\_\_\_\_ )

ss.

County of \_\_\_\_\_ )

I, \_\_\_\_\_ being first sworn, state that I am \_\_\_\_\_ (Title) of the applicant herein and that the statements made in this application are true, and I acknowledge that any false, deceptive or fraudulent statements on the application or at a hearing will result in the denial of qualification and may subject me to charges of false swearing or perjury; should there be any subsequent material reduction in applicant's ability to carry out any project for which applicant desires to submit a Proposal, applicant will give written notice of such change to the designated officer to whom this application is submitted at least ten days prior to the Proposal opening, and that it is understood that such notice may change the eligibility of applicant to submit the Proposal.

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Original Notary Public Signature

My commission expires \_\_\_\_\_

## **PART 7: SELECTION PROCESS**

Submittals will be evaluated by a technical review committee consisting of staff representatives from the City of Wilsonville. The Proposal will be evaluated based on the following criteria:

### **CATEGORIES**

- |   |                   |
|---|-------------------|
| 1. Letter of Intent                                     | (Pass/Fail)       |
| 2. Proposer and Personnel Qualifications                | Maximum 25 Points |
| 3. Capabilities and Approach                            | Maximum 30 Points |
| 4. Experience and References                            | Maximum 30 Points |
| 5. Fee  | Maximum 15 Points |
| 6. Personal Services Agreement Acknowledgement          | (Pass/Fail)       |
| 7. Authorized Employee Representative of the Respondent | (Pass / Fail)     |

At its sole discretion, the technical review committee may reconvene and collectively review the scoring, making changes as the committee as a whole deems appropriate. Though original scoring is done on an independent member-by-member basis, the committee members may change their scores, as they deem appropriate, as a result of the discussions during any collective meeting.

Based on the outcome of the review and scoring process, the technical committee will determine if selection of a Proposers can be made, based on the Proposals alone or if Respondents will be invited to participate in an interview process. If an interview process is implemented, each Respondent will be asked to present their qualifications and to answer questions.



**APPENDIX A: PERSONAL SERVICES AGREEMENT**

**PERSONAL SERVICES AGREEMENT WILL BE ISSUED AS AN  
ADDENDUM PRIOR TO OPENING**

## **APPENDIX B: ARCHITECTURAL RENDERINGS**





NE ADMINISTRATION RENDERING





WEST ELEVATION RENDERING





AERIAL PERSPECTIVE





SITE PLAN RENDERING