

# **REQUEST FOR PROPOSALS**

## **City Hall Facility Report**

**for the**

**City of Cannon Beach  
Oregon**

**August 10<sup>th</sup>, 2018**

**Proposals Due: 2:00 pm on September 7th, 2018**

**Bruce St.Denis, City Manager  
City of Cannon Beach  
163 E. Gower  
PO Box 368  
Cannon Beach, OR 97110**

## **REQUEST FOR PROPOSALS**

The City of Cannon Beach is located on the Pacific Northwest Coast of Oregon, 80 miles west of Portland and 25 miles south of Astoria. Cannon Beach is surrounded by the rugged natural beauty of forests, ocean beaches, rivers, and the Oregon Coast Mountain range. Four miles in length, and with a population of 1,705, Cannon Beach is a popular and picturesque resort area, playing host to more than 750,000 visitors annually.

Cannon Beach is soliciting Proposals for the development of a Space Program for a new City Hall and evaluation of 2 separate sites for its location.

Proposals will be evaluated based on qualifications, experience, rates, and ability to complete the work in the allotted timeframe.

Proposals will be accepted up to the hour of 2:00 p.m. on September 7th, 2018 by Bruce St. Denis at Cannon Beach City Hall, 163 E. Gower Street, P.O. Box 368, Cannon Beach, Oregon, 97110. Any Proposal received after this time will be returned unopened.

Interviews for 2 or 3 selected proposers will be held on September 17th thru September 19<sup>th</sup>, 2018 at Cannon Beach City Hall, 163 E. Gower Street, Cannon Beach, OR 97110.

### **I. PROJECT SCOPE**

The current City Hall facility is approximately 10 thousand sq. ft. and houses:

- Police
- Finance
- City Recorder
- I/T
- Haystack Rock Appreciation Program (HRAP)
- PW Admin
- Planning/Building
- City Council Chambers
- City Manager

#### **Consultant shall:**

1. Assess operational needs and develop a detailed design program for a multi-function City Hall.
2. Evaluate 2 possible sites for the location of City Hall.
3. Review existing reports and develop information needed to provide a reliable allowance for the structure's foundation in either location.
4. Develop a preliminary project budget appropriate for a facility that will house city functions on a daily basis and support emergency management functions as necessary.
5. Include an estimate for the facility to be constructed to the highest environmental standards.

## **II. City Hall Facility Report Deliverables**

The ultimate deliverable is a Facility Report that can be used to support a Referral vote for a General Obligation Bond. To reach that point the City will need the following information:

- A. Site plans to determine feasibility of 2 sites shown on the map included in this RFP
- B. Cost/benefit comparisons for development of the 2 possible sites
- C. Detailed costs for access to South Wind site from US 101 that will meet with ODOT approval.
- D. A detailed energy, facility and space planning program for all departments including, at a minimum, square footage requirements, description of the space, who will be using it, what functions will occur within it, what equipment, power, connectivity and special features will need to be included within and its position in the Spatial Relationship and Circulation diagram (SRAC)
- E. A cost per square foot for building that includes the program elements as well as consideration for architectural, structural and MEP elements
- F. A more detailed allowance for foundations that may include elevating the building at the current City Hall site
- G. A cost for civil work
- H. A budget for FF&E as well as other furnishings
- I. Recommendation for both a project and an owner's contingency
- J. A cost for demolition and removal of the existing structure
- K. Restoration of the existing city hall sit to a parking facility
- L. Other cost categories necessary to develop a successful project as identified by the consultant.

A map showing the location of the two sites as well as a topographic map of the South Wind site have been included in this RFP.

For questions please contact Bruce St. Denis, City Manager, at 503-436-8050.

## **III. OBJECTIVE OF THE REQUEST**

The objective of the request is to select a highly-qualified firm to assist City in developing a program to identify the requirements for a new City hall as well as a preliminary evaluation of 2 possible sites. The proposals submitted by the architect shall serve as the basis for selection.

General information is provided to prospective architects concerning the proposal and the awarding of the agreement for architectural services. The Request for Proposals document is not intended to completely define the selection or contractual relationship to be entered by the City and the successful architect, hereby referred to as Consultant.

## **IV. SUBMISSION REQUIREMENTS**

### **Submission of Proposals**

Proposals must be received by the City no later than 2:00 p.m. prevailing time on September 7th, 2018, by mail or hand-delivered. Any proposals received after this time will be returned unopened. Proposals forwarded by facsimile or e-mail will not be accepted.

To be responsive, proposals must provide all requested information, and must be in conformance with the instructions set forth herein. Proposals must be signed and acknowledged by the responder.

Proposals will be evaluated by a committee of city employees including the City Manager, the City Planner and the Public Works Director. The City reserves the right to reject any or all proposals.

**Number of copies**

Respondents must submit one (1) signed original and Ten (10) copies of their Proposal. Completed Proposals shall be addressed to:

City of Cannon Beach  
Attn: Bruce St. Denis, City Manager  
163 E Gower  
PO Box 368  
Cannon Beach, OR 97110

**V. SELECTION CRITERIA**

**General**

The City's objective in soliciting Proposals is to enable it to select respondents that will provide high quality, effective, and professional services to the citizens of the City of Cannon Beach in a timely manner. The City will consider proposals only from respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this Request for Proposals. **The contents of the proposal that are specifically responsive to the criteria will be limited to 10 pages.**

**Evaluation Criteria**

Proposals will be evaluated by the City based on what is most advantageous for the City of Cannon Beach. The evaluation will consider:

- Approach and Understanding;
- Experience with projects of similar size/complexity;
- Project team experience – especially the individual that will be the City's prime contact;
- Project Schedule: Provide a proposed schedule from design through project completion; Project must be complete before December 14<sup>th</sup>, 2018;
- Cost of services.
- Other services provided by consultant, if any, that are not specifically sought through this RFP.

**SCORING**

Item	Description	Scoring
1. Approach and Understanding	The proposal shall be of such scope and depth to sufficiently describe and demonstrate the consultant's understanding of the project.	20
2. Price	Price will be determined by evaluating the entire proposal, rates provided	20
3. Similar Project Experience	Consultant's experience with similar projects	10
4. Project Team	Qualifications of consultant project team	40
5. Project Schedule	Ability to meet the estimated project schedule	10
	Total	100

### **Selection of Qualified Consultant**

Each Proposal must satisfy the objectives and requirements detailed in this Request for Proposals. The City will select the most advantageous Proposal based on all the evaluation factors set forth in this Request for Proposals. The City will make the award that is in the best interest of the City. Successful respondents shall be determined by an evaluation of the total content of the Proposal submitted. The City reserves the right to:

1. Cancel the procurement or reject any or all proposals in accordance with ORS 279B.100,
2. Award a contract for the requested services,
3. Request additional information from those making a proposal,
4. Request personal interviews

Every Proposal should be valid for a minimum of 90 days after the Request for Proposals submittal deadline.

## **VI. METHOD OF AWARD**

The City reserves the right to award this contract to the consultant that demonstrates the best ability to fulfill the requirements of the contract. The successful consultant will be chosen based on the selection criteria described above.

The consultant selected will be given the first right to negotiate an agreement acceptable to the City. If an agreement satisfactory to the City cannot be reached, the City may enter negotiations with one or more of the remaining consultants who submitted a proposal. The successful consultant shall commence work only after execution of an acceptable agreement and approval of insurance certificates. An example of our agreement has been attached. The successful consultant will perform services indicated in the Request for Proposals in compliance with the negotiated Agreement.

## **VII. CITY RIGHTS**

The City reserves the right to reject all or portions of any or all proposal, to waive irregularities and technicalities, to re-advertise, or to proceed to provide the services otherwise, in the best interest of the City. The City may, at its sole discretion, modify or amend any or all provisions herein. The City will not pay for any information herein requested, nor is it liable for any costs incurred by the participating consultant.

The City reserves the right to extend the proposal submittal date if needed. All changes and/or clarifications will be distributed to all consultants indicating interest in the form of addenda.

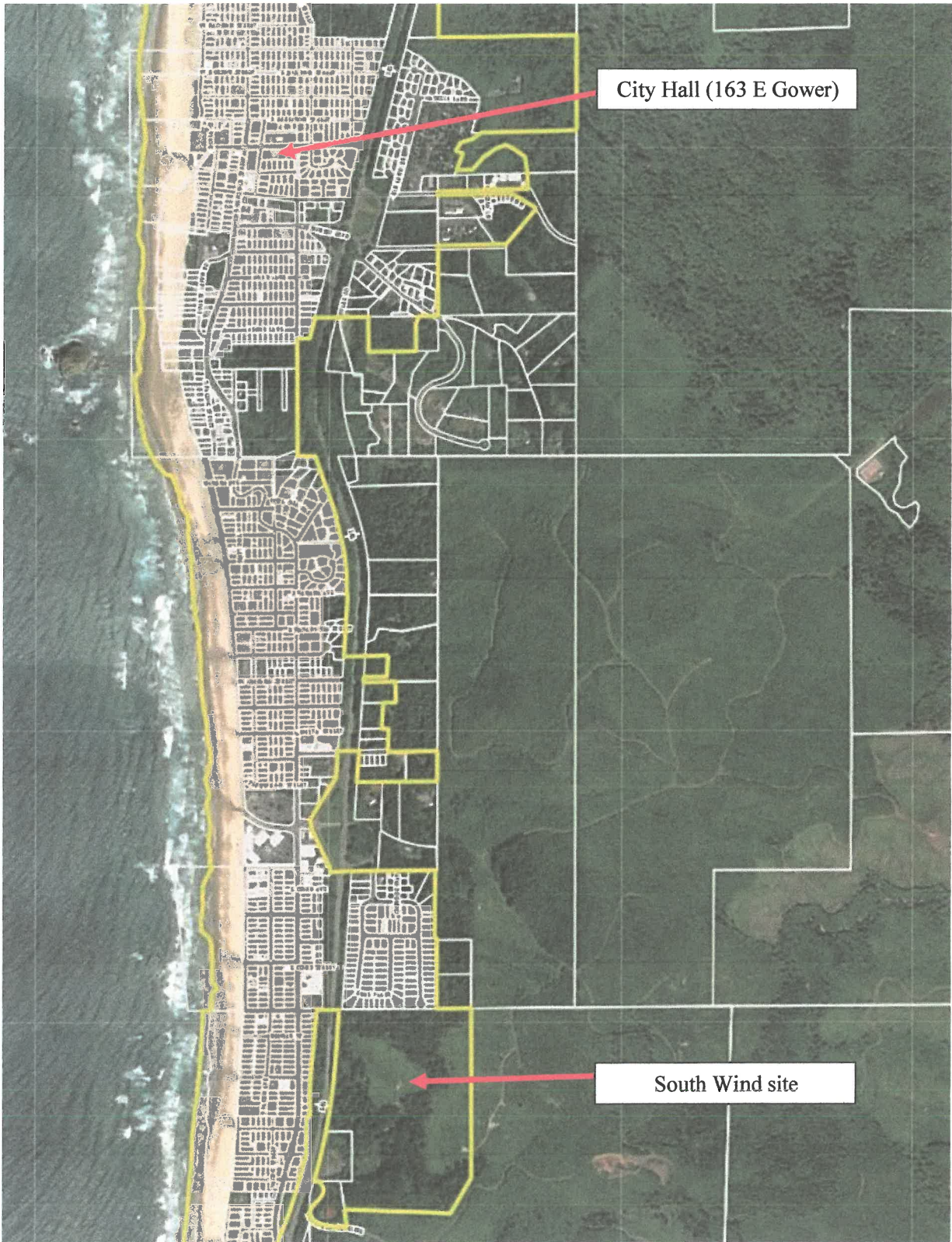
## **VIII. INQUIRIES**

Any questions related to this request must be directed to the City of Cannon Beach, Attention Bruce St. Denis, City Manager at [stedenis@ci.cannon-beach.or.us](mailto:stedenis@ci.cannon-beach.or.us). Inquiries must be made in writing and submitted no later than **12:00 noon August 31st, 2018**. Questions answered verbally will be followed up by written addenda as deemed necessary; oral interpretations shall have no effect. Interested parties may request a site visit or copies of previous research materials through the City Manager.

## **IX. TENTATIVE SCHEDULE**

Request for Proposals Issued	Friday, August 10 <sup>th</sup> , 2018
Last date for questions/clarifications of RFP	August 31 <sup>st</sup> , 2018
Proposals due to City	September 7 <sup>th</sup> , 2018
Evaluation of Proposals	September 7 <sup>th</sup> to September 12 <sup>th</sup> , 2018
Interviews	September 17 <sup>th</sup> thru 19 <sup>th</sup> , 2018
Award Contract	September 21 <sup>st</sup> , 2018
Project Completion	December 14 <sup>th</sup> , 2018





City Hall (163 E Gower)

South Wind site

**CITY OF CANNON BEACH, OREGON  
PROFESSIONAL SERVICES AGREEMENT  
CITY HALL FACILITY REPORT**

(A Public Contract)

**PARTIES**      CITY OF CANNON BEACH      (“City”)  
P.O. Box 368  
Cannon Beach, OR 97110  
(503) 436.8068  
E-mail: STDENIS@ci.cannon-beach.or.us

xxxxxxx      (“Consultant”)  
Attn: xxxxx  
xxxxxx  
xxxxxxx  
Phone  
E-mail:

**RECITALS**

- A. The City issued a Request for Proposals on August 10<sup>th</sup>, 2018 seeking proposals from qualified and responsible Consultants to provide a Facility Report to the City.
- B. Consultant submitted a proposal (Exhibit A) in response to the request offering to provide the services.
- C. The City, by its execution of this Contract has accepted Consultant’s offer.

NOW, THEREFORE, in consideration of the mutual promises of the parties, the parties agree as follows:

**TERMS AND CONDITIONS**

**1.      Services to be Provided.**

Consultant shall provide City with the services designated in Exhibit A to this Contract, at the locations and for the fees indicated on the Exhibit, and on the terms and conditions set forth in this Contract. The Exhibits are incorporated into this Contract by this reference.

**2.      Payment for Services.**

City shall pay Consultant for services performed in the amount shown in Exhibit A for an \_\_\_\_\_ amount of \_\_\_\_\_. Payment for any extra services must be approved by the City Manager in writing and will be determined by mutual agreement of the parties prior to Consultant performing the work. Consultant shall submit monthly invoices to the City. Invoices will be paid in approximately 30 days from receipt.



**3. Execution of Contract:**

Within 5 business days after the date the contractor receives notification of award of contract as evidenced by receipt from the City of prepared contract documents, the contractor shall execute and return the contract and shall furnish all required bonds and insurance documentation to the satisfaction of the City.

**4. Insurance.**

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in an "occurrence" form and with coverage that is satisfactory to the City. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract and is made on an occurrence basis. Coverage shall be a minimum of \$2,000,000 per occurrence and \$2,000,000 aggregate. The policy shall name the City as an additional insured and the additional insured endorsement shall provide coverage for ongoing and completed operations and be written as primary and non-contributory. Consultant shall provide written notice of cancellation to the City at least 60 days prior to cancellation. Consultant shall provide City with a certificate of insurance and the additional insured endorsement within 5 business days after the date the contractor receives notification of award of contract as evidenced by receipt from the City of prepared contract documents.

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.

If such insurance is written on a claims-made basis, the Consultant agrees that such policy shall have an extended reporting or discovery "tail" period, or be renewed for a period of not less than (i) two years from substantial completion of the project or abandonment of for claims that are known or in the exercise of reasonable care should have been known, and (ii) ten years after substantial completion for latent defects.

Such policy shall have a retroactive date effective before the commencement of any work by the company.

**4. Term of Contract.**

This contract shall be effective commencing \_\_\_\_\_, through and including \_\_\_\_\_.

**5. Time for Performance.**

All tasks shall be performed according to a schedule agreed to by Consultant and the City Manager or his designee. Consultant shall designate in writing a schedule for performance of all tasks which must be approved in writing by the City Manager.

**6. Evaluation/Termination.**

Upon request of either party, the parties will meet to discuss Consultant's performance and the City's needs. If City is dissatisfied with the performance of Consultant, City shall give written notice setting out specific defects in the work being done, giving Consultant a minimum of ten (10) days to cure the deficiencies. If Consultant fails to cure the deficiencies within that time, City shall have the right to terminate the contract.

**Termination by Either Party.** Either party may terminate this Agreement for convenience upon 30 days' written notice to the other.

**Payment and Close Out.** If any portion of the Project covered by this Agreement shall be suspended, abated, abandoned, or terminated, the City shall pay the Consultant for the services rendered for suspended, abated, abandoned, or terminated work, the payment to be based insofar as possible on the amounts established in this Agreement, or, where the Agreement cannot be applied, the payment shall be based on a reasonable estimate as mutually agreed of the percentage of the work completed; but in no case will anticipated profit be allowed on services or other work not performed. If the Project is suspended, abated, abandoned, or terminated, the Consultant, when requested by the City, shall furnish a copy of all notes, reports, or other tangible records compiled. The parties shall cooperate to close out the Project.

## **7. Independent Consultant.**

a. Neither Consultant nor his employees or agents are employees of the City for any purpose. Consultant shall perform all services as an independent Consultant. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the services to be performed and (ii) to evaluate the quality of the performance, the City cannot and will not control the means or manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the services called for under this Contract.

b. Consultant is responsible for all federal and state taxes applicable to compensation or payments paid to Consultant under this Contract and, unless Consultant is subject to backup withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligations. Consultant is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Consultant under this Contract.

## **8. Standard of Services and Warranty.**

Consultant agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Consultant must perform the services based in part on information furnished by City and that Consultant shall be entitled to rely on such information. Consultant warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

## **9. Workers' Compensation Coverage Requirements.**

The Consultant, its subcontractors, and all employees working under this Agreement are subject employers under the Oregon Workers' compensation Law and shall comply with ORS 656.017 and ORS 279B.230, which requires them to provide workers' compensation coverage for all their subject workers. The Consultant shall provide proof of coverage at the time of the execution of this Agreement and continuing proof of coverage during the period of this Agreement.

**10. Other Taxes and Charges.**

The Consultant will be solely responsible for payment of any federal or state taxes required as a result of this Agreement. This Contract is not intended to entitle the Consultant to any benefits generally granted to owners and employees.

**11. City of Cannon Beach Business License.**

Prior to beginning work, the Consultant shall have a current City of Cannon Beach business license per Cannon Beach Municipal Code Chapter 5.04 Business License. Before permitting a subcontractor to begin work, Consultant shall verify that subcontractor has a current City of Cannon Beach business license.

**12. Subcontracts.**

Any subcontractors and outside associates, or Consultants, required by the Consultant in connection with the services covered by this Agreement will be limited to such individuals, or firms, as were specifically approved by the City in writing during performance of the Agreement. Any substitution in such subcontractors, associates, or Consultants will be subject to the prior written approval of the City.

**13. Compliance**

The Consultant and the City agree that the Consultant's proposal, by this reference, incorporated into this contract and are fully a part of this contract.

The Consultant specifically agrees to comply with all laws, ordinances, and regulations applicable to contracts covering municipal contracts and to make prompt payment of all amounts that may be due from said Consultant in the way of taxes or lawful deductions and to make prompt payment of all labor and materials and save the City harmless from any damages or claims whatsoever in the performance of this contract.

The Consultant further agrees to comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work. Consultant agrees to take every precaution against injuries to persons or damage to property. The Consultant agrees that the work will be done to the satisfaction and approval of the City Manager. Consultant agrees to hold the City free and harmless from all liability to persons and property for failure to leave the premises in a safe condition and to make payment to all persons employed by them in such project.

**14. Equal Employment Opportunity.**

The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, age, mental or physical handicap, or national origin. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, age, physical or mental handicap, or national origin.

In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of applicable rules, regulations, or orders of governmental agencies having jurisdiction, this Agreement may be cancelled, terminated, or suspended in whole or in part.

**15. Liability.**

CONSULTANT SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES AT ARBITRATION, TRIAL, ON APPEAL AND IN CONNECTION WITH ANY PETITION FOR REVIEW) (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR MADE AGAINST THE CITY, OR ITS OFFICERS, EMPLOYEES AND AGENTS AND ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF CONSULTANT, ITS EMPLOYEES, AGENTS, RELATED TO THIS CONTRACT. CONSULTANT'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY THE NEGLIGENT OR WILLFUL MISCONDUCT OF THE CITY OR ITS OFFICERS, EMPLOYEES AND AGENTS.

**16. Assignment/Binding Effect.**

This Contract may not be assigned by Consultant, nor may any of the duties under this contract be delegated. The provisions of the Contract shall be binding upon and shall inure to the benefit the parties to the Contract and their respective successors and permitted assigns, if any.

**17. Attorney Fees.**

In any action to enforce or establish any right under this contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, reasonable attorney fees.

**18. Jurisdiction.**

This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of City according to law

**19. Notices.**

All notices shall be in writing and delivered, mailed or e-mailed to the party at the addresses written above. Notice of change of address shall be provided in the same manner.

**20. General Conditions.**

The City and Consultant agree that this Agreement is subject to the following General Conditions which together with the provisions hereof and the appendices hereto represent the entire Agreement between the City and Consultant; and they may only be altered, amended, or repealed by a duly executed written instrument.

**City's Project Manager.**

Bruce St.Denis shall be the City's Project Manager and be empowered to act for the City in accordance with the provisions of this Agreement, where such acts are not contrary to laws or ordinances.

**Consultant's Project Manager.**

The Consultant's Project Manager for this Contract shall be \_\_\_\_\_, who shall be empowered to act for the Consultant in accordance with this Agreement in all matters relating to the administration of services to be provided. The Consultant shall secure the City's written approval prior to making any change in such assignment. The City reserves the right, for cause, to acquire replacement of any Project personnel furnished by the Consultant.

**21. Amendment/Entire Agreement.**

This Contract constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified therein regarding the Contract. The Contract may be amended to the extent permitted by applicable statutes and administrative rules. No waiver, consent, or amendment of terms of the Contract shall bind either party unless in writing and signed by both parties, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of the City to enforce any provision of the Contract shall not constitute a waiver by the City of that or any other provision.

**CITY:**

**Consultant:**

\_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



SAMPLE