

Council Communication

December 16, 2014, Business Meeting

Responses to RFPs for Downtown Beautification Projects

FROM:

Scott Fleury, Engineering Services Manager, Public Works/Engineering, fleurys@ashland.or.us

SUMMARY

The City received two responses to the RFPs issued for landscape architectural design services for two downtown beautification projects: 1) landscape improvements to the Lithia Way and Pioneer Street parking lot and 2) improvements to the triangle area at the corner of Lithia Way and Pioneer Street and improvements to the seat wall and planter at the corner of Winburn Way and North Main.

The responses have been evaluated and scored. Staff recommends rejecting all proposals and conducting an informal solicitation process to award these contracts.

BACKGROUND AND POLICY IMPLICATIONS:

The ad hoc Downtown Beautification Improvement Committee recommended the above projects as a priority to be completed prior to the end of the current fiscal year, using transient occupancy tax funds that have been set aside for qualifying capital projects. The committee allocated \$31,000 for the parking lot landscape project and a total of \$24,000 for the seat wall and planter on North Main and the triangle on Lithia Way. Design costs are typically 10% of the cost of the overall project.

Personal services contracts under \$35,000 are not required to be formally bid. However at the Council meeting of September 2nd, at which the Council approved the committee's recommendation of these projects, it indicated that it wanted to be involved in the implementation plans.

<http://www.ashland.or.us/Agendas.asp?Display=Minutes&AMID=5781> With that direction, staff initiated a formal bidding process that requires Council approval at each step. At the October 21, 2014, City Council meeting, the Council approved the draft RFP and directed staff to move forward with the formal bid process. <http://www.ashland.or.us/Agendas.asp?Display=Minutes&AMID=5811>

The City received two responses to each RFP: One for each project from Mackenzie in Portland and one for each project from Dougherty Landscape Architects in Eugene. No proposals were received from local firms.

Staff does not feel the proposals received demonstrate an understanding of the City's needs for these projects and contracting with either of these firms would mean incurring additional cost for travel time. Staff believes rejecting all proposals is in the best interest of the City. Staff further suggests starting over with the informal process. The less formal process, allowed under AMC 2.50.100 allows intermediate procurements using a less formal solicitation to obtain quotes, bids or proposals. This process is less time consuming for the potential provider of services and can generate more responses from qualified providers.



COUNCIL GOALS SUPPORTED:

#14 Encourage and/or develop public spaces that build community and promote interaction.

FISCAL IMPLICATIONS:

Implementation of these proposed projects will use funds generated from the transient occupancy tax and allocated for “other City projects that qualify” for the current budget cycle.

STAFF RECOMMENDATION AND REQUESTED ACTION:

Staff recommends rejecting the proposals received, initiating the informal procurement process, and directly contacting three to five local firms to obtain proposals and quotes for the design work.

SUGGESTED MOTION:

I move to direct staff to move forward with a less formal procurement process with final design approval by Council.

ATTACHMENTS:

RFPs for design services
Responses to RFPS



REQUEST FOR PROPOSALS

Pioneer Parking Lot Landscape Improvements

PROJECT NO: **2014-09**

PROJECT TYPE: **Professional Landscape
Architectural Services**

PROPOSAL OPENING DATE: **2:00 PM, November 20, 2014**

CITY PROJECT MANAGER **Scott A. Fleury**

CONTRACT DURATION **12 months**



**CITY OF
ASHLAND
PUBLIC WORKS ENGINEERING
20 E. MAIN STREET
ASHLAND OR 97520
541/488-5347**

TABLE OF CONTENTS

Table of Contents	1
Advertisement	3
Section 1 - Request for Proposals	4
1.1 Solicitation Information and Requirements	4
1.1.1 Overview	4
1.1.2 Background	4
1.1.3 Definitions	4
1.1.4 Contract Form	5
Contract Duration	5
Contract Payment	5
DBE Participation	5
Ashland Living Wage Requirement	5
1.1.5 Business License Requirements	6
1.1.6 Insurance Requirements	6
1.2 Questions and Clarifications	6
1.2.1 Proposer Questions	6
1.3 Protests	7
1.3.1 Award Protest Requirements	7
1.3.2 Specification Protest Process	7
1.3.3 Costs and Damages	8
1.4 Pass/Fail Proposal Submission Requirements	8
1.4.1 Proposal Submission Deadline	8
1.4.2 Terms and Conditions	8
1.4.3 Proprietary Information	8
1.4.4 Laws and Regulations	9
1.5 Required Proposal Submission Items	9
1.5.1 Cover Sheet	9
1.5.2 Page Length Limitation	10
1.5.3 Quantity of Proposals	10
1.5.4 Minimum Proposal Contents	10
Section 2 - Evaluation Process and Consultant Selection	11
2.1 Evaluation Process	11
2.1.1 Proposal Evaluation	12
2.1.2 Interviews / Follow-up Questions	12
2.1.3 References	12
2.1.4 Clarifications	12
2.1.5 Non-Resident Proposer	13
2.2 Scoring Criteria	13
2.2.1 Technical Competence	13
2.2.2 Specialized Experience and Capabilities	13
2.2.3 Resources and Past Performance	13
2.2.4 Project Management Techniques	14
2.2.5 Cost of Services	14
2.3 Award Process	15
2.3.1 Negotiations	15
2.3.2 Failure to Execute Contract	15
2.3.3 Notice of Intent to Award	15
2.3.4 Evaluation Record	15
2.3.5 Right to Protest	15
2.3.6 Award	16

Section 3 - Scope of Services	16
3.1 General Requirements	16
3.1.1 Personnel, Materials and Equipment, Safety Equipment, Professional Duties	16
3.1.2 Safety Equipment	16
3.1.3 Professional Responsibilities	16
3.1.4 Project Management	16

Appendix A: Contract Form Including Exhibit A, Form W-9 and City Of Ashland Living Wage

Appendix B: Project Site Overview Maps and Photographs

ADVERTISEMENT

CITY OF ASHLAND PUBLIC WORKS – REQUEST FOR PROPOSAL

PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES

The City of Ashland is requesting proposals for professional landscape architectural services for the design and construction documentation of landscape improvements to the Pioneer St. parking lot. Reference exhibit B for site map location and photographs.

The project will include but is not limited to the following activities:

- Development final project scope.
- Design of functional landscape and hardscape improvements.
- Attend public meetings with the Tree Commission and City Council
- Preparation of appropriate construction documents
- Facilitate as necessary Pre-Bid, Pre-Construction, and Construction Progress meetings and provide meeting minutes as necessary
- Provide technical assistance during bidding and construction
- Provide Construction Management and Inspection Services as necessary

Proposals must be physically received by **2:00 PM, November 20, 2014**, in the City of Ashland Engineering Office located at 51 Winburn Way, Ashland OR 97520 or by mail at 20 E. Main Street, Ashland, OR 97520. For further information, contact Scott A. Fleury, Engineering Services Manager at 541/552-2414, or by email at fleurys@ashland.or.us. Consultant selection is anticipated to result in the issuance of a contract for landscape architectural services in the form provided in this RFP, for a duration anticipated to be no more than **12 months**.

Proposal documents are available at the above address, as well as the City of Ashland website at www.ashland.or.us. Any addenda may be downloaded or picked up at Community Development, 51 Winburn Way, Ashland, Oregon. The bidder must check the website frequently until closing for any addenda that may be issued. All submittals by the proposer must be in hard copy form. Proposals are limited to **four (4)** pages. The proposer must be registered as a Professional Engineer with the State of Oregon. Consultant selection will be based upon weighted criteria as cited in the Request for Proposal document. Standard selection criteria include, but are not limited to: experience, availability, schedule, and response time.

The City of Ashland reserves the right to reject any and all proposals, to waive formalities or to accept any proposal which appears to serve the best interest of the City of Ashland.

Dave Kanner, City Administrator

CITY OF ASHLAND
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSAL
PIONEER ST. PARKING LOT LANDSCAPE IMPROVEMENTS

SECTION 1 – REQUEST FOR PROPOSALS

1.1: SOLICITATION INFORMATION AND REQUIREMENTS

1.1.1 Overview

The City of Ashland is looking for professional landscape architectural services to provide plans, specifications and estimates (PS&E) along with construction documentation for landscape improvements within the City of Ashland downtown corridor.

The City of Ashland receives a transient occupancy tax that is allowed to be used for capital improvement projects directly related to tourism. Specific capital projects within the downtown corridor of Ashland have been identified for improvement. The project identified within this RFP is a priority improvement project for the Ashland City Council.

1.1.2 Background

In March of 2014, The City of Ashland Council approved formation of a Downtown Beautification Committee to analyze and recommend specific projects within the downtown corridor for improvement. Over ten meetings the Committee discussed improvement projects, solicited public input and made a final recommendation to Council for priority projects to proceed forward with, based on available funding and preliminary cost estimates. The priority project list was approved by the City Council on September 2, 2014. Projects are expected to be designed and constructed by summer of 2015. Final recommended design will be presented before City Council for approval.

Pioneer St. Parking Lot Landscape Improvements Project Goals:

The existing trees and shrubs are either near their lifespan or damaged from pedestrian traffic. The existing irrigation system is old and inefficient. The project should focus removal of existing planter material and layout of new tree, shrub and plant material in the areas adjacent to the sidewalks in order to create a visually appealing green buffer between the sidewalks and parked vehicles. The existing irrigation system should be removed/abandoned and replaced with a more efficient design. The final design should also include a half height decorative fence to protect planted areas from pedestrian traffic. Pedestrian circulation patterns from the parking lot to the sidewalk should be assessed and pedestrian paths should be accounted for in the design. City to provide selected consultant with topographic survey data of parking lot for use in design along with previously developed cost estimates and scoping. Tree Commission will be consulted for final plant material selections.

1.1.3 Definitions

For the purposes of this RFP:

"Calendar days" means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day;

“**Days**” means calendar days;

“**Business days**” means calendar days, excluding Saturdays, Sundays and all City recognized holidays.

“**Agency**” or “**City**” means City of Ashland

“**Council**” means City of Ashland City Council

“**Manager**” means Project Manager

“**Owner**” means City of Ashland

“**Proposers**” means all firms submitting proposals are referred to as proposers in this document; after negotiations, an awarded proposer will be designated as “consultant”.

“**RFP**” means Request for Proposal.

“**Scope of Work**” means the general character and range of services and supplies required to perform the work’s purpose and objectives, and an overview of the performance outcomes expected by Agency.

“**Services**” means the services to be performed under the Contract.

“**Statement of Work**” means the specific provision in the final Contract which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, services, deliverables, schedule for delivery and other obligations.

1.1.4 Contract Form

The consultant selected by City will be expected to enter into a written contract in the form attached to this RFP as Appendix A. The proposal should indicate acceptance of City’s contract provisions. Suggested reasonable alternatives that do not substantially impair City’s rights under the contract may be submitted as outlined under Section 1.4.2. Unconditional refusal to accept the contract provisions will result in proposal rejection.

Contract Duration – the anticipated duration of the contract is **12 months**.

Contract Payment - Contingent upon City’s need, consultant’s performance and the availability of approved funding, City reserves the right to amend the contract (within the scope of the project described in this RFP) for additional tasks, project phases and compensation as necessary to complete a particular project. Proposers are advised that the award and potential dollar amount of the contract under this RFP will be contingent upon approval by the Ashland City Council acting as the Contract Review Board.

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with contract requirements and all applicable standards. The method of compensation will be determined by the City and may be based upon any one or combination of the following methods:

- Cost plus fixed-fee, up to a maximum NTE amount
- Fixed price for all services, Fixed price per deliverable, Fixed price per milestone
- Time and materials, up to a maximum NTE amount (City preferred method)
- Price per unit

DBE Participation – The utilization of federal funds is not anticipated in this contract, and no DBE participation goals will be assigned.

Ashland Living Wage Requirements – Consultant’s employees must be paid at least the living wage as established by the City of Ashland on June 30, 2014 (14.42 per hour):

- For all hours worked under a service contract between their employer and the City if the contract exceeds \$19,825 or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or portion of business of their employer, if the employer has ten or more employees and has received financial assistance for the project or business from the City in excess of \$19,825.

In calculating the living wage for full time employees, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans, and other benefits to the employees' wages. The City of Ashland Living Wage Statement is appended to the sample contract included in the appendix.

1.1.5 Business License Required

The selected consultant must have or acquire a current City of Ashland business license prior to conducting any work under this contract.

1.1.6 Insurance Requirements

Contractor shall at its own expense provide the following insurance:

- a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
- b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than **\$2,000,000** for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
- c. General Liability insurance with a combined single limit, or the equivalent, of not less than **\$2,000,000** for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract.
- d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than **\$1,000,000** for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- e. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the contractor or its insurer(s) to the City.

Additional Insured/Certificates of Insurance

Contractor shall name The City of Ashland, Oregon, and its elected officials, officers and employees as additional insurers on any insurance policies required herein but only with respect to contractor's services to be provided under this contract. As evidence of the insurance coverage required by this contract, the contractor must furnish acceptable insurance certificates prior to commencing work under this contract. The certificate must specify all of the parties who are additional insurers. The consultant's insurance must be primary and non-contributory. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. must be provided to the City. The contractor must pay for all pertinent deductibles, self-insured retentions and/or self-insurance.

1.2 QUESTIONS AND CLARIFICATIONS

1.2.1 Proposer Questions

All inquires, whether relating to the RFP process, administration, deadline or award, or to the intent or technical aspects of the services must be submitted in writing to the City's Project Manager listed in the advertisement for this proposal, at 20 East Main Street, Ashland Oregon 97520. All questions must be received not later than ten (10) calendar days prior to the proposal submission deadline.

Answers to questions received by City, which are deemed by City to be substantive, will be issued as official addenda to this RFP to ensure that all proposers base their proposals on the same information. When appropriate, as determined by City in its sole discretions, revisions, substitutions or clarification of the RFP or attached terms and conditions, an official addendum to this RFP will be issued. The addenda may be downloaded or picked up at Community Development, 51 Winburn Way, Ashland, Oregon. The bidder must check the website frequently until closing. Proposer shall indicate receipt of all issued addenda by attaching a copy of each addendum to the proposal. Any addenda will not be included in the total maximum page limit.

Any addendum issued by the City seventy-two (72) hours or more before the scheduled closing time for submission of proposals, Saturday, Sunday and legal holidays not included, shall be binding proposers. Failure of any proposer to receive or obtain such addenda shall not excuse it from compliance therewith if it is awarded the contract.

1.3 PROTESTS

1.3.1 Award Protest Requirements

Every proposer submitting a proposal shall be notified of its selection status. Any proposer who claims to have been adversely affected or aggrieved by the selection, or any proposer who contends that the provisions of the RFP or any aspect of the procurement process has promoted favoritism in the award of the contract or has substantially diminished competition, must file a written protest to the RFP within seven (7) calendar days after the date of the selection notice. Failure to file a protest will be deemed a waiver of any claim by an offeror that the procurement process violates any provision of ORS Chapter 279, the City of Ashland Local Contract Review Board Rules or the City's procedures for screening and selection of persons to perform personal services.

1.3.2 Specification Protest Process

Delivery: A proposer must deliver a protest of specifications to the City in writing no later than seven (7) calendar days prior to the proposal due date as follows:

Specification Protest
Proposal#: 2014-09 Downtown Beautification
City of Ashland Public Works Department
ATTN: Engineering Services Manager
20 East Main Street
Ashland, OR 97520

Content: A proposer's written protest must include:

- A detailed statement of the legal and factual grounds for the protest;
- description of the resulting prejudice to the proposer; and
- A statement of the form of relief requested or any proposed changes to the specifications.

City Response: The City may reject without consideration a proposer's protest after the deadline established for submitting protest. The City shall provide notice to the applicable proposer if it entirely rejects a protest. If the City agrees with the proposer's protest, in whole or in part, the City shall either issue an addendum reflecting its determination or cancel the solicitation.

Extension of Closing: If the City receives a written protest from a proposer in accordance with this rule, the City may extend closing if the City determines an extension is necessary to consider the protest and to issue addenda, if any, to the solicitation document.

Judicial review of the City's decision relating to a specification protest shall be in accordance with ORS 279B.405.

1.3.3 Costs and Damages

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. City shall not be liable for the proposer's damages or costs for filing the protest or to any participant in the protest, on any basis, express or implied.

1.4 "PASS / FAIL" PROPOSAL SUBMISSION REQUIREMENTS

Each proposal must comply with the following Pass / Fail criteria. Proposals not meeting ALL Pass / Fail criteria shall be rejected.

1.4.1 Proposal Submission Deadline (Pass / Fail)

Proposals must be received by the submission deadline as indicated in this RFP and at the address specified. City will not accept proposals submitted by facsimile or electronic mail, nor will it accept proposals submitted after the proposal submission deadline. City is not responsible for and will not accept late or mis-delivered proposals.

1.4.2 Terms and Conditions (Pass / Fail)

Unless an official addendum has modified or reserved the right to negotiate any terms contained in the contract or exhibits thereto, City will not negotiate any term or condition after the protest deadline, except the statement of work, pricing and calendar with the selected proposer. By proposal submission, the selected proposer agrees to be bound by the terms and conditions set forth in this RFP and as they may have been modified or reserved by City for negotiation. Any proposal that is conditioned upon City's acceptance of any other terms and conditions or rights to negotiate will be rejected.

1.4.3 Proprietary Information

The City is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the City to disclose all records generated or received in the transaction of City business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501(15)). The City will not disclose records submitted by a proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.

The RFP in its entirety cannot be marked confidential, nor, shall any pricing be marked confidential.

Each page containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:

- It shall be clearly marked in bulk and on each page of the confidential document.
- It shall be kept separate from the other RFP documents in a separate envelope or package for confidential documents.
- Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail
- If such conflict occurs, the proposer is instructed to insert the following statement where the requested information that is deemed confidential was to have been placed: “Refer to confidential information enclosed.”

Proposers who desire that additional information be treated as confidential must mark those pages as “confidential” and cite a specific statutory basis for the exemption and the reasons why the public interest would be served by the confidentiality. Should a proposal be submitted as described in this section, no portion of it can be held as confidential unless that portion is segregated as described above.

Notwithstanding the above procedures, the City reserves the right to disclose information that the City, in its sole discretion determines to be not exempt from disclosure or that the City is directed to disclose by the City Attorney, the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the City will notify the proposer. If the proposer disagrees with the City’s decision, the City may, but is not required to, enter into an agreement not to disclose the information so long as the proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any alternative dispute resolution and appeals, necessary to defend or support a no-disclosure decision.

1.4.4 Laws and Regulations

The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to the City of Ashland in writing.

All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

1.5 “REQUIRED” PROPOSAL SUBMISSION ITEMS AND SCORING DEDUCTIONS

Any items in this Section 1.5 marked as REQUIRED that are incomplete or are not submitted with the proposal will receive a three (3) point scoring deduction for each item and must be submitted within two (2) business days of request by City. Failure to deliver properly completed “REQUIRED” items within two (2) business days of request by City will result in proposal rejection.

Proposals must follow/match the numbering outline as shown in the Scoring Criteria; Section 2.2 of this RFP. Each bullet point under each section of the Scoring Criteria must be answered clearly and specifically. A 2- point scoring deduction will be applied in each instance where this requirement is not met. ***Or, the City may, at its sole discretion, reject any proposal which does***

not follow/match the Scoring Criteria numbering as presented in this RFP or which does not answer clearly and specifically each bullet point under each criteria.

1.5.1 Cover Sheet (Required)

The proposal must include a completed cover sheet signed by a duly authorized representative empowered to bind the proposer (at least one original signature). The cover sheet shall state the project title, the legal name of the proposer, legal status, federal tax ID number, mailing address, primary contact person for this proposal with email address, telephone number, fax number and the name of the person authorized to sign a contract. Include an original signature, printed name and title and date.

1.5.2 Page Length Limitation (Required)

The proposal must not exceed four (4) pages, excluding cover sheet, any tabs or indexes and references, and any issued addendum. **Failure to include any issued addendum within the RFP shall result in a three point scoring reduction.** If a proposer submits a proposal exceeding this limit, City will consider the pages up to that allowable number and discard all subsequent pages.

One page is defined as: one side of a single 8 ½" x 11" page with single spacing, 12 pt. font and 1" margins. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, etc. will be counted as one page.

There is no scoring deduction for exceeding the proposal page limitation; however, **extra pages will be discarded and will not be considered in the evaluation.**

1.5.3 Quantity of Proposals (Required)

Proposers must submit six (6) complete copies of the proposal and one electronic copy in Adobe Acrobat (PDF) in the sequential order of the proposal with a separate envelope or package for any proprietary information.

1.5.4 Minimum Proposal Contents

- A. Project Narrative: The narrative must include a description of the consultant's understanding of the project objectives.
- B. Project Phasing: The project will be structured in four phases, with each phase having its own deliverables, final acceptance, and independent not-to-exceed cost.
 - 1. Pre-design Evaluation and Scoping
 - 2. Design Development, Construction Documents
 - 3. Bid Support Services
 - 4. Construction Support Services
- C. Preliminary Work Breakdown and Schedule: The Consultant shall prepare a preliminary project work breakdown and schedule that anticipates all services required to complete the project before June 30, 2015. The Proposal must include a graphic Gant-chart style schedule of major work tasks with project milestones and estimate of time required to complete each task.
 - 1. Develop final project scope for the landscape project in conjunction with City staff input.
 - 2. Develop final design of projects for approval by the City Council.
 - 3. Attend design development meetings with City staff team.
 - 4. Attend up to two Tree Commission meetings and two City Council meetings during the design phase. (City Council meets the first and third Tuesday of each month. Tree Commission meets the first Thursday of the month).

5. Prepare complete bid documents (specs, bid quantities, etc.) and assist City in the bidding of the project. (Existing City templates may be used).
6. Facilitate Pre-Bid Conference, Pre-Construction Conference and Construction Progress meetings. Provide agendas and detailed written minutes for all significant meetings.
7. Provide technical assistance during bidding and construction including Requests for Information and the review/approval of Submittals.
8. Provide Construction Management services including project inspection.

D. The Preliminary Statement of Work (SW): The Preliminary Statement of Work must outline phases of work and the relationship of the proposed tasks to meet the objectives of the project. It must include proposed methods of investigation, analysis, and design as appropriate. Key elements must include:

- a. An expanded outline of all work tasks
2. Detailed work schedule for each major task, including time frames and durations of each task.
3. List of all proposed sub-consultants, including their planned scope of work, key project staff and references (contact names, phone numbers, and email addresses).
4. Description organized by task of City's anticipated role to assist in the development of the plan. Include specific deliverables needed from the City.

E. After the winning proposal has been selected, the preliminary work breakdown and schedule for services will be used to negotiate and prepare the final budget and scope of services that will be submitted as the Statement of Work attached to the City's standard contract for Professional Services. Invoices requesting payment must be prepared and sent to the City monthly. Payment will be made as a percentage of completion of each task.

The City's fiscal year ends on June 30th, and all work completed up to that date must be billed no later than July 5th. It is of particular importance that work or services rendered are paid out of the budget for the same fiscal year in which the services are budgeted and the service is rendered by the City. Therefore, costs associated with contractors' or subcontractors' work or services rendered under the direction or direct or indirect control of the proposer are also subject to the invoicing requirement listed above by June 30th of each year. By April 15th, the proposer must submit an estimate of anticipated billings up to June 30th of that year.

The proposer should assume that there will be no opportunities to increase the total cost of the sum of all work tasks, but that costs may be shifted from one task to another after tasks are completed. The City's budgeting process does not provide a means to readily change the total project budget, and proposers must assume that increases in the project budget will not be available after the Statement of Work has been accepted. Proposers are responsible to ensure that every effort is made to anticipate potential additional costs after project initiation.

SECTION 2.0 - EVALUATION PROCESS AND CONSULTANT SELECTION

2.1 EVALUATION PROCESS

The City shall select consultants as provided in ORS 279C.110 to provide services on the basis of the consultant's qualifications for the type of professional service required.

Proposer will be selected in a manner to accommodate the Department's scope and schedule and budget objectives for a particular project. Screening and selection procedures may include considering each candidate's:

1. Specialized experience, capabilities and technical competence, which the candidate may demonstrate with the candidate's proposed approach and methodology to meet the project requirements;
2. Resources committed to perform the work and the proportion of the time that the candidate's staff would spend on the project, including time for specialized services, within the applicable time limits;
3. Record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration;
4. Ownership status and employment practices regarding minority, women and emerging small businesses or historically underutilized businesses;
5. Availability to the project locale;
6. Familiarity with the project locale; and
7. Proposed project management techniques.
 - a) If the screening and selection procedures a Department creates under subsection A.4.a) result in the Department's determination that two or more candidates are equally qualified, the Department may select a candidate through any process the Department adopts that is not based on the candidate's pricing policies, proposals or other pricing information.
 - b) The Department and the selected candidate shall mutually discuss and refine the scope of services for the project and shall negotiate conditions, including but not limited to compensation level and performance schedule, based on the scope of services. The compensation level paid must be reasonable and fair to the Department as determined solely by the Department.
 - c) If the Department and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the Department, the Department shall, either orally or in writing, formally terminate negotiations with the selected candidate. The Department may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the Department terminates the consultant contracting process.

2.1.1 Proposal Evaluation

City will review proposals for conformance with the "Pass / Fail" and "REQUIRED" criteria identified in Sections 1.4 and 1.5. Proposals meeting all Pass / Fail criteria will be forwarded to an evaluation committee that will independently review, score and rank proposals according to the scoring criteria set forth in Section 2.2.

The outcome of the evaluation process may, at the City's sole discretion result in:

- a) Notice to proposers of selection or rejection for contract negotiations and possible award;
- b) Further steps to gather additional information for evaluation (e.g. checking references, notice of placement on an interview list, requesting clarification); or
- c) Cancellation of the RFP and either reissuance of the RFP in the same or a revised form or no further action by the City with respect to the RFP.

City may reject any or all proposals and may cancel this RFP at anytime if doing either would be in the public interest as determined by the City. City is not liable for any costs a proposer incurs while preparing or presenting the proposal or during further evaluation stages. All proposals will become part of the public record file without obligation to the City of Ashland.

2.1.2 Interviews / Follow-up Questions

A process of interviews and/or follow-up questions may be conducted and scored at the discretion of the City. If an interview/follow-up process is conducted, the following will apply:

- The City may, at its discretion, conduct an interview/follow-up process with those proposers it considers to be possibly best qualified to perform the potential Scope of Services. The City may conduct more than one interview. The number of proposers selected for the interview/follow-up process is at the discretion of the City.
 - Interviews will require physical attendance at City's offices. All sub-consultants requested by the City must also attend the interview(s)
 - Follow-up questions (if developed) will typically be sent via email to proposer(s). Written answers to any follow up questions must be returned within 14calendar days of date of mailing. An e-mail confirmation of receipt of any follow-up questions shall be sent by the consultant to the City's Project Manager.
- A minimum of three (3) evaluators will score the interviews/follow-up questions.
- The interviews/follow-up questions will have a maximum score of ten (10) points per evaluator.
- An additional three (3) points will be awarded to the No. 1 ranked proposer based upon the evaluation of the initially submitted RFP's. An additional two (2) points will be awarded to the proposer ranked No. 2; unless the point spread between the No. 1 and No. 2 ranked proposers is greater than ten (10) points. In this case; no additional points will be given to the No. 2 proposer. No additional points will be awarded to proposers ranked below No. 2 and chosen to be part of the interview/follow-up process.

2.1.3 References

City does not intend to score references, but may contact references (by phone, email or fax) to verify information provided in proposals.

2.1.4 Clarifications

City may require any clarification it needs to understand a proposer's proposal. Any necessary clarifications or modifications which are in the best interest of City may be made before the proposer is awarded a contract and some or all of the clarifications or modifications may become part of the final contract. Clarifications may not be used to rehabilitate a non-responsive proposal.

2.1.5 Non-resident Proposer

In determining the most responsive proposer, City shall, for the purpose of awarding the contract, add a percent increase to the score of a non-resident proposer equal to the percent, if any of the preference given to the score in the state in which the proposer resides. "Resident proposer" of Oregon means a proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the proposal, has a business address in this state and has stated in the proposal that the proposer is a "resident proposer" of the State of Oregon. The undersigned represents him/her self in this proposal to be either a Resident or a Nonresident proposer by completing the appropriate blank below.

- The proposer is _____ or is not _____ a resident proposer as defined in ORS 279A.120

2.2 SCORING CRITERIA

Scoring will be based upon the following described categories. The proposer must describe how each of the requirements specified in this RFP are met. Responses must be clear and concise.

2.2.1 Demonstrate Technical Competence

Maximum Score 15 points

Demonstrate a clear and concise understanding of the scope of services being requested in this RFP and summarize the approach and methodology proposed to meet the project requirements.

2.2.2 Proposer's Specialized Experience and Capabilities

Maximum Score 30 points

Demonstrate capability to complete the requested services. Response must include:

(15 points) Describe the experience and qualifications of proposed staff and project manager(s), (whether they are from the prime or a sub-consultant). Include descriptions of similar projects, project outcomes and customer feedback received (if any).

(7.5 Points) Describe how you would provide the most technically advanced specialized technical services readily for aspects of the project **which call for specialized experience.**

(7.5 points) Describe any specialties or unique strengths that relate to the services requested in this RFP.

2.2.3 Resources Committed and Past Performance

Maximum Score 25 points

Demonstrate proposer's resources available to be allocated for the proposed scope of services.

- (10 points) Describe the extent of involvement of consultant's Principal(s).
- (15 points) Provide a breakdown of recently completed, related projects including: proposed landscape architectural services cost for listed projects, associated construction cost and change orders cost if any for listed projects.

2.2.4 Project Management Techniques

Maximum Score 15 points

- (7.5 points) Describe the lead manager's process for ensuring completion on schedule and within the allocated budget. Describe your process for coordinating the work of consultants and agency staff. In addition, describe your approach for minimizing errors and omissions during the Construction Documents and Construction Administration (CA) phases. How does the landscape architectural firm **compensate** the owner for design errors/omissions uncovered after commencing construction?
- (7.5 points) Describe the quality control methods to be employed by the Design Team during construction to ensure a facility that meets the design intent. Indicate the roles of identified key personnel during the CA phase. Describe your system for managing construction change issues during CA.

2.2.5 Cost of Services

Maximum Score 15 points

In an attached sealed envelope, provide a summary of proposed costs including:

- Proposed project budget
- Professional, technical, draftsperson, other professional / sub-professional rate(s);
- Direct non-labor costs that might be applicable;

Criteria	Max. Score
2.2.1. Demonstrated Technical Competence	15
2.2.2 Specialized Experience & Capabilities	30
2.2.3 Resources Committed to Perform the Work	25
2.2.5 Project Management Techniques	15
2.2.6 Cost of Services	15
TOTAL	100 Points

2.3 AWARD PROCESS

2.3.1 Negotiations

Following the evaluation process, The City will begin contract negotiations with the highest ranked Proposer. The matters subject to negotiation shall be limited to the following:

1. Comprehensive Scope of Services and Statement of Work;
2. The proposer's personnel committed to the Project: **Changes in staff assigned to the project in original proposal will require City approval; (may result in rejection)**
3. Project Schedule;
4. Professional fees, including reimbursable expenses;
5. Agreement to contract terms.

2.3.2 Action upon Failure to Execute Contract

In the event that a contract cannot be negotiated with the highest ranked proposer, negotiations will be permanently discontinued, and the City will start contract negotiations with the next highest ranked proposer. Nothing in this RFP shall restrict or prohibit the City from canceling the solicitation at any time.

2.3.3 Notice of Intent to Award

Based on successful negotiations with the highest ranked proposer, the City will issue a Notice of Intent to Award a contract.

2.3.4 Evaluation Record

A record will be made of all criteria evaluation ratings and all other grounds upon which selection of the proposer is made. The final evaluation record will be available upon written request.

2.3.5 Right to Protest

An adversely affected or aggrieved Responsive proposer must exhaust all avenues of administrative review and relief before seeking judicial review of the City's selection or Contract award decision.

1. Protest of Proposal Specifications: A proposer who believes the proposal scope of work or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Project Manager. To be considered, protests must be received at

least five (5) days before the proposal closing date. Envelopes containing protests should be marked as follows:

Proposal Specification Protest
Proposal Title
Closing Date and Time

2. Protest of Award: The award by the City shall constitute a final decision of the City to award the contract if no written protest of the award is filed with the City within seven (7) calendar days of the Notice of Intent to Award. The written protest 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. The City will not entertain a protest submitted after the time period established in this rule.

2.3.6 Award

The City Council will consider award of the contract based on the Project Manager's recommendation and will authorize the Manager to execute a contract. The contract will be awarded to the proposer who, in the opinion of the City, is the most qualified and meets all required specifications. The City may reject any proposals not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause, any and all proposals upon a finding by the City that it is in the public interest to do so. The City also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth herein.

SECTION 3.0 - SCOPE OF SERVICES

3.1 GENERAL REQUIREMENTS

3.1.1 Personnel, Materials & Equipment: The Consultant must provide qualified and competent personnel and shall furnish all supplies, equipment, tools and incidentals required to accomplish the work. All materials and supplies shall be of good quality and suitable for the assigned work.

3.1.2 Safety Equipment: The Consultant shall provide and use all safety equipment including, but not limited to hard hats, safety vests and clothing required by State and Federal regulations and Department policies and procedures.

3.1.3 Professional Responsibilities: The Consultant must perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work, and must comply with all applicable codes and standards. **Complete and accurate design is the sole responsibility of the consultant. Consultant is not entitled to rely on the accuracy and completeness of information provided by Owner, Owner's consultants and contractors, and information from public records.** Any drawings and specifications provided will be developed with appropriate input from City staff. However, the City assumes no responsibility in performing QA/QC of the Consultant's scope of services including, but not limited to, the preparation of construction drawings and specifications. In addition to design, construction plans must include traffic control plans as well as erosion controls plans and provisions meeting all governmental agency requirements having jurisdiction over this project.

3.1.4 Project Management:

The Consultant and the City staff will meet as required during project duration. The objectives of the meeting will include reviewing the scope, budget, schedule and deliverables.

The Consultant will be responsible to:

1. Organize and manage consultant project team and coordinate with city project manager and City staff.
2. Prepare monthly invoices and progress reports including the following:
 - Work Completed during the Month by work task as a percentage of completion.
 - Needs for Additional Information, Reviews, or Changes to the Scope of Work.
 - Scope, Schedule, and Budget Issues and Changes.

Appendix A

Contract for PERSONAL SERVICES less than \$35,000

<p>CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-6002 Fax: 541/488-5311</p>	<p>CONSULTANT:</p> <p>CONTACT:</p> <p>ADDRESS:</p> <p>TELEPHONE:</p> <p>FAX:</p>
DATE AGREEMENT PREPARED:	COMPLETION DATE:
BEGINNING DATE:	COMPLETION DATE:
COMPENSATION:	
SERVICES TO BE PROVIDED:	
<p>ADDITIONAL TERMS: In the event of conflicts or discrepancies among the contract documents, the City of Ashland Contract for Personal Services will be primary and take precedence, and any exhibits or ancillary contracts or agreements having redundant or contrary provisions will be subordinate to and interpreted in a manner that will not conflict with the said primary City of Ashland Contract.</p>	
<p>FINDINGS: Pursuant to AMC 2.50.120, after reasonable inquiry and evaluation, the undersigned Department Head finds and determines that: (1) the services to be acquired are personal services; (2) the City does not have adequate personnel nor resources to perform the services; (3) the statement of work represents the department's plan for utilization of such personal services; (4) the undersigned consultant has specialized experience, education, training and capability sufficient to perform the quality, quantity and type of work requested in the scope of work within the time and financial constraints provided; (5) the consultant's proposal will best serve the needs of the City; and (6) the compensation negotiated herein is fair and reasonable.</p> <p>NOW THEREFORE, in consideration of the mutual covenants contained herein the CITY AND CONSULTANT AGREE as follows:</p>	
<ol style="list-style-type: none"> 1. Findings / Recitations. The findings and recitations set forth above are true and correct and are incorporated herein by this reference. 2. All Costs by Consultant: Consultant shall, at its own risk and expense, perform the personal services described above and, unless otherwise specified, furnish all labor, equipment and materials required for the proper performance of such service. 3. Qualified Work: Consultant has represented, and by entering into this contract now represents, that all personnel assigned to the work required under this contract are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded. 4. Completion Date: Consultant shall start performing the service under this contract by the beginning date indicated above and complete the service by the completion date indicated above. 5. Compensation: City shall pay Consultant for service performed, including costs and expenses, the sum specified above. Payments shall be made within 30 days of the date of the invoice. Should the contract be prematurely terminated, payments will be made for work completed and accepted to date of termination. 6. Ownership of Documents: All documents prepared by Consultant pursuant to this contract shall be the property of City. 7. Statutory Requirements: ORS 279C.505, 279C.515, 279C.520 and 279C.530 are made part of this contract. 8. Living Wage Requirements: If the amount of this contract is \$20,142.20 or more, Consultant is required to comply with chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any Subcontractor who performs 50% or more of the service work under this contract. Consultant is also required to post the notice attached hereto as Exhibit B predominantly in areas where it will be seen by all employees. 9. Indemnification: Consultant agrees to defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this contract by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform work or services attendant to this contract). Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of City. 10. Termination: 	

- a. Mutual Consent. This contract may be terminated at any time by mutual consent of both parties.
- b. City's Convenience. This contract may be terminated at any time by City upon 30 days' notice in writing and delivered by certified mail or in person.
- c. For Cause. City may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
 - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
 - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
 - i. Either City or Consultant may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.
 - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this contract. City by written notice to Consultant of default or breach may at any time terminate the whole or any part of this contract if Consultant fails to provide services called for by this contract within the time specified herein or in any extension thereof.
 - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- e. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, c or d of this section, Consultant shall immediately cease all activities under this contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. City shall pay Consultant for work performed prior to the termination date if such work was performed in accordance with the Contract.

11. **Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City. Consultant shall have the complete responsibility for the performance of this contract. Consultant shall provide workers' compensation coverage as required in ORS Ch 656 for all persons employed to perform work pursuant to this contract. Consultant is a subject employer that will comply with ORS 656.017.
12. **Assignment and Subcontracts:** Consultant shall not assign this contract or subcontract any portion of the work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or Subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and City.
13. **Default.** The Consultant shall be in default of this agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract; its QRF status pursuant to the QRF Rules or loses any license, certificate or certification that is required to perform the Services or to qualify as a QRF if consultant has qualified as a QRF for this agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Contract; or attempts to assign rights in, or delegate duties under, the Contract.
14. **Insurance.** Consultant shall at its own expense provide the following insurance:
- a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
 - b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, **\$1,000,000**, \$2,000,000 or Not Applicable for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
 - c. General Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, **\$1,000,000**, \$2,000,000 or Not Applicable for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract.
 - d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, **\$1,000,000**, or Not Applicable for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Consultant or its insurer(s) to the City.

f. Additional Insured/Certificates of Insurance. Consultant shall name The City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies required herein but only with respect to Consultant's services to be provided under this Contract. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Contract, the Consultant shall furnish acceptable insurance certificates prior to commencing work under this contract. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

15. **Governing Law; Jurisdiction; Venue:** This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City (and/or any other or department of the State of Oregon) and the Consultant that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Consultant, by the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

16. THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

17. **Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this contract without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

Certification. Consultant shall sign the certification attached hereto as Exhibit A and herein incorporated by reference.

Consultant:

City of Ashland

By _____
Signature

By _____
Department Head

Print Name

Print Name

Title

Date

W-9 One copy of a W-9 is to be submitted with the signed contract.

Purchase Order No. _____

EXHIBIT A

CERTIFICATIONS/REPRESENTATIONS: Contractor, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent Contractor as defined in the contract documents, and has checked four or more of the following criteria:

- _____ (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.
- _____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- _____ (3) Telephone listing is used for the business separate from the personal residence listing.
- _____ (4) Labor or services are performed only pursuant to written contracts.
- _____ (5) Labor or services are performed for two or more different persons within a period of one year.
- _____ (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor

(Date)

EXHIBIT B

City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.

\$14.42 per hour effective June 30, 2014

(Increases annually every June 30 by the Consumer Price Index)



Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$20,142.20** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$20,142.20**.

- If their employer is the City of Ashland including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** "Employee" does not include temporary or part-time employees hired for less than 1040 hours in any twelve-month period. For more details on applicability of this policy, please see Ashland Municipal Code Section 3.12.020.

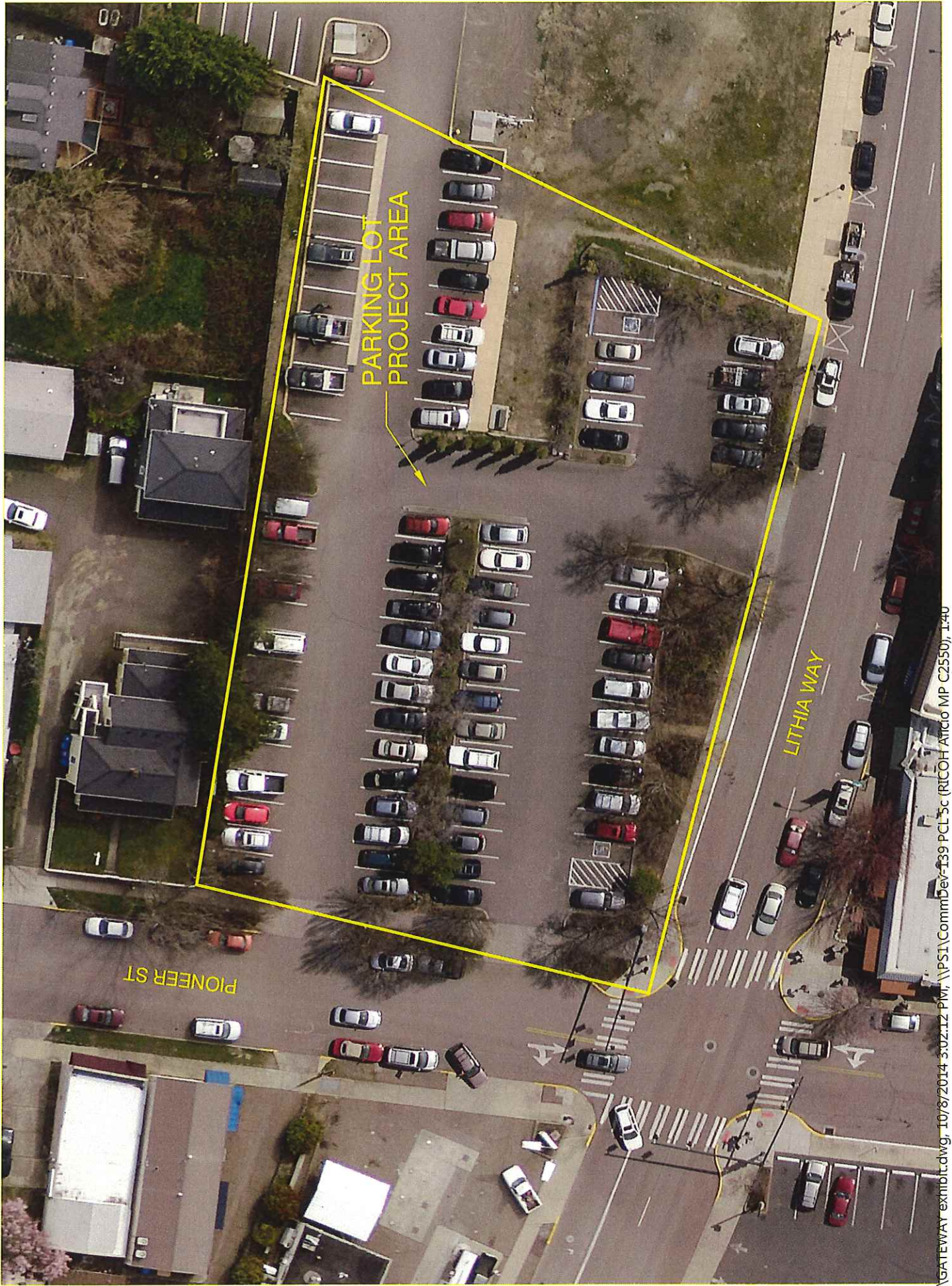
For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520 or visit the city's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF
ASHLAND

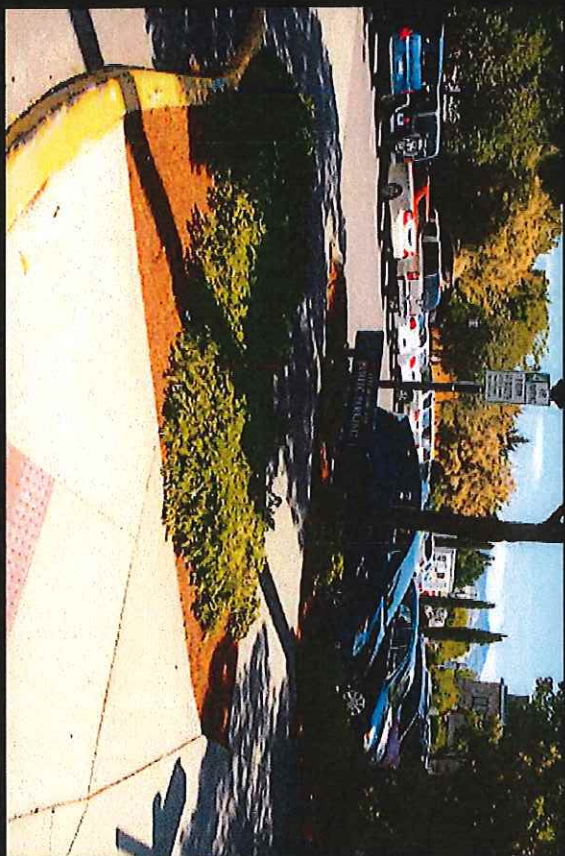
Appendix B



PARKING LOT
PROJECT AREA

PIONEER ST

LITHIA WAY



***REQUEST
FOR
PROPOSALS***

**Winburn Way Planter and Pioneer St. Triangle
Hardscape & Landscape Improvements**

PROJECT NO: 2014-09

PROJECT TYPE: Professional Landscape
Architectural Services

PROPOSAL OPENING DATE: 2:00 PM, November 20, 2014

CITY PROJECT MANAGER Scott A. Fleury

CONTRACT DURATION 12 months



**CITY OF
ASHLAND**
PUBLIC WORKS ENGINEERING
20 E. MAIN STREET
ASHLAND OR 97520
541/488-5347

TABLE OF CONTENTS

Table of Contents	1
Advertisement	3
Section 1 - Request for Proposals	4
1.1 Solicitation Information and Requirements	4
1.1.1 Overview	4
1.1.2 Background	4
1.1.3 Definitions	4
1.1.4 Contract Form	5
Contract Duration	5
Contract Payment	5
DBE Participation	5
Ashland Living Wage Requirement	5
1.1.5 Business License Requirements	6
1.1.6 Insurance Requirements	6
1.2 Questions and Clarifications	6
1.2.1 Proposer Questions	6
1.3 Protests	7
1.3.1 Award Protest Requirements	7
1.3.2 Specification Protest Process	7
1.3.3 Costs and Damages	8
1.4 Pass/Fail Proposal Submission Requirements	8
1.4.1 Proposal Submission Deadline	8
1.4.2 Terms and Conditions	8
1.4.3 Proprietary Information	8
1.4.4 Laws and Regulations	9
1.5 Required Proposal Submission Items	9
1.5.1 Cover Sheet	9
1.5.2 Page Length Limitation	10
1.5.3 Quantity of Proposals	10
1.5.4 Minimum Proposal Contents	10
Section 2 - Evaluation Process and Consultant Selection	11
2.1 Evaluation Process	11
2.1.1 Proposal Evaluation	12
2.1.2 Interviews / Follow-up Questions	12
2.1.3 References	12
2.1.4 Clarifications	12
2.1.5 Non-Resident Proposer	13
2.2 Scoring Criteria	13
2.2.1 Technical Competence	13
2.2.2 Specialized Experience and Capabilities	13
2.2.3 Resources and Past Performance	13
2.2.4 Project Management Techniques	14
2.2.5 Cost of Services	14
2.3 Award Process	15
2.3.1 Negotiations	15
2.3.2 Failure to Execute Contract	15
2.3.3 Notice of Intent to Award	15
2.3.4 Evaluation Record	15
2.3.5 Right to Protest	15
2.3.6 Award	16

Section 3 - Scope of Services	16
3.1 General Requirements	16
3.1.1 Personnel, Materials and Equipment, Safety Equipment, Professional Duties	16
3.1.2 Safety Equipment	16
3.1.3 Professional Responsibilities	16
3.1.4 Project Management	16

Appendix A: Contract Form Including Exhibit A, Form W-9 and City Of Ashland Living Wage

Appendix B: Project Site Overview Maps and Photographs

ADVERTISEMENT

CITY OF ASHLAND PUBLIC WORKS – REQUEST FOR PROPOSAL

PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES

The City of Ashland is requesting proposals for professional landscape architectural services for the design and construction documentation of two projects. **Winburn Way/N. Main Planter and Lithia Way/Pioneer St. triangle. Reference exhibit B for site map locations and photographs.**

The project will include but is not limited to the following activities:

- Development comprehensive project scope.
- Design of functional landscape and hardscape improvements.
- Attend public meetings with the Tree Commission and City Council
- Preparation of appropriate construction documents
- Facilitate as necessary Pre-Bid, Pre-Construction, and Construction Progress meetings and provide meeting minutes as necessary
- Provide technical assistance during bidding and construction
- Provide Construction Management and Inspection Services as necessary

Proposals must be physically received by **2:00 PM, November 20, 2014**, in the City of Ashland Engineering Office located at 51 Winburn Way, Ashland OR 97520 or by mail at 20 E. Main Street, Ashland, OR 97520. For further information, contact Scott A. Fleury, Engineering Services Manager at 541/552-2414, or by email at fleury@ashland.or.us. Consultant selection is anticipated to result in the issuance of a contract for landscape architectural services in the form provided in this RFP, for a duration anticipated to be no more than **12 months**.

Proposal documents are available at the above address, as well as the City of Ashland website at www.ashland.or.us. Any addenda may be downloaded or picked up at Community Development, 51 Winburn Way, Ashland, Oregon. The bidder must check the website frequently until closing for any addenda that may be issued. All submittals by the proposer must be in hard copy form. Proposals are limited to **four (4)** pages. The proposer must be registered as a Professional Engineer with the State of Oregon. Consultant selection will be based upon weighted criteria as cited in the Request for Proposal document. Standard selection criteria include, but are not limited to: experience, availability, schedule, and response time.

The City of Ashland reserves the right to reject any and all proposals, to waive formalities or to accept any proposal which appears to serve the best interest of the City of Ashland.

Dave Kanner, City Administrator

CITY OF ASHLAND
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSAL
WINBURN WAY/N. MAIN PLANTER
LITHIA WAY/PIONEER ST. TRIANGLE

SECTION 1 – REQUEST FOR PROPOSALS

1.1: SOLICITATION INFORMATION AND REQUIREMENTS

1.1.1 Overview

The City of Ashland is looking for professional landscape architectural services to provide plans, specifications and estimates (PS&E) along with construction documentation for two landscape and hardscape improvements within the City of Ashland downtown corridor.

The City of Ashland receives a transient occupancy tax that is allowed to be used on capital improvement projects for tourism-related facilities or intended to support tourism-related activities. Specific capital projects within the downtown corridor of Ashland have been identified for improvement. The two projects identified within this RFP are priority improvement projects for the Ashland City Council.

1.1.2 Background

In March of 2014, The City of Ashland Council approved formation of a Downtown Beautification Committee to analyze and recommend specific projects within the downtown corridor for improvement. Over ten meetings the Committee discussed improvement projects, solicited public input and made a final recommendation to Council for priority projects to proceed forward with based on available funding and preliminary cost estimates. The priority project list was approved by the City Council on September 2, 2014. Projects are expected to be designed and constructed by summer of 2015.

Winburn Way/N. Main Planter Project Goals:

Remove the multi-angled seat wall and replace with a single straight wall and add appropriate irrigation and plants to the planter. Strict care should be taken to protect existing cedar tree and maintain pedestrian flow while allowing for appropriate seating. Also to be incorporated into the final design is the City's plan to relocated the existing curb line and ramp to provide a safer pedestrian crossing. Existing pedestrian light to be relocated to approved area near new curb line. City to provide selected consultant with topographic survey data of planter area for use in design. Tree Commission will be consulted for final plant material selections.

Lithia Way/Pioneer St. Triangle Project Goals:

This odd shaped piece of City owned property has a number of issues including raised sidewalks due to tree roots, ADA access concerns, irrigation challenges and awkward elevation changes along with a mixture of materials. The project calls for creating a cohesive look with the existing public art piece by standardizing materials. Additional concrete work outside of project area is to be expected and incorporated into final design. City to provide selected consultant with topographic survey data of area for

use in design along with previously developed cost estimates and scoping. Tree Commission will be consulted for final plant material selections.

1.1.3 Definitions

For the purposes of this RFP:

"Calendar days" means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day;

"Days" means calendar days;

"Business days" means calendar days, excluding Saturdays, Sundays and all City recognized holidays.

"Agency" or **"City"** means City of Ashland

"Council" means City of Ashland City Council

"Manager" means Project Manager

"Owner" means City of Ashland

"Proposers" means all firms submitting proposals are referred to as proposers in this document; after negotiations, an awarded proposer will be designated as "consultant".

"RFP" means Request for Proposal.

"Scope of Work" means the general character and range of services and supplies required to perform the work's purpose and objectives, and an overview of the performance outcomes expected by Agency.

"Services" means the services to be performed under the Contract.

"Statement of Work" means the specific provision in the final Contract which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, services, deliverables, schedule for delivery and other obligations.

1.1.4 Contract Form

The consultant selected by City will be expected to enter into a written contract in the form attached to this RFP as Appendix A. The proposal should indicate acceptance of City's contract provisions. Suggested reasonable alternatives that do not substantially impair City's rights under the contract may be submitted as outlined under Section 1.4.2. Unconditional refusal to accept the contract provisions will result in proposal rejection.

Contract Duration – the anticipated duration of the contract is **12 months**.

Contract Payment - Contingent upon City's need, consultant's performance and the availability of approved funding, City reserves the right to amend the contract (within the scope of the project described in this RFP) for additional tasks, project phases and compensation as necessary to complete a particular project. Proposers are advised that the award and potential dollar amount of the contract under this RFP will be contingent upon approval by the Ashland City Council acting as the Contract Review Board.

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with contract requirements and all applicable standards. The method of compensation will be determined by the City and may be based upon any one or combination of the following methods:

- Cost plus fixed-fee, up to a maximum NTE amount
- Fixed price for all services, Fixed price per deliverable, Fixed price per milestone
- Time and materials, up to a maximum NTE amount (City preferred method)
- Price per unit

DBE Participation – The utilization of federal funds is not anticipated in this contract, and no DBE participation goals will be assigned.

Ashland Living Wage Requirements – Consultant’s employees must be paid at least the living wage as established by the City of Ashland on June 30, 2014 (14.42 per hour):

- For all hours worked under a service contract between their employer and the City if the contract exceeds \$19,825 or more.
- For all hours worked in a month if the employee spends 50% or more of the employee’s time in that month working on a project or portion of business of their employer, if the employer has ten or more employees and has received financial assistance for the project or business from the City in excess of \$19,825.

In calculating the living wage for full time employees, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans, and other benefits to the employees’ wages. The City of Ashland Living Wage Statement is appended to the sample contract included in the appendix.

1.1.5 Business License Required

The selected consultant must have or acquire a current City of Ashland business license prior to conducting any work under this contract.

1.1.6 Insurance Requirements

Contractor shall at its own expense provide the following insurance:

- a. Worker’s Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers’ compensation coverage for all their subject workers.
- b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than **\$2,000,000** for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
- c. General Liability insurance with a combined single limit, or the equivalent, of not less than **\$2,000,000** for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract.
- d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than **\$1,000,000** for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- e. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days’ written notice from the contractor or its insurer(s) to the City.

Additional Insured/Certificates of Insurance

Contractor shall name The City of Ashland, Oregon, and its elected officials, officers and employees as additional insurers on any insurance policies required herein but only with respect to contractor’s services to be provided under this contract. As evidence of the insurance coverage required by this contract, the contractor must furnish acceptable insurance certificates prior to commencing work under this contract. The certificate must specify all of the parties who are additional insurers. The consultant’s insurance must be primary and non-contributory. Insuring companies or entities are subject to the City’s acceptance. If requested, complete copies of

insurance policies; trust agreements, etc. must be provided to the City. The contractor must pay for all pertinent deductibles, self-insured retentions and/or self-insurance.

1.2 QUESTIONS AND CLARIFICATIONS

1.2.1 Proposer Questions

All inquires, whether relating to the RFP process, administration, deadline or award, or to the intent or technical aspects of the services must be submitted in writing to the City's Project Manager listed in the advertisement for this proposal, at 20 East Main Street, Ashland Oregon 97520. All questions must be received not later than ten (10) calendar days prior to the proposal submission deadline.

Answers to questions received by City, which are deemed by City to be substantive, will be issued as official addenda to this RFP to ensure that all proposers base their proposals on the same information. When appropriate, as determined by City in its sole discretions, revisions, substitutions or clarification of the RFP or attached terms and conditions, an official addendum to this RFP will be issued. The addenda may be downloaded or picked up at Community Development, 51 Winburn Way, Ashland, Oregon. The bidder must check the website frequently until closing. Proposer shall indicate receipt of all issued addenda by attaching a copy of each addendum to the proposal. Any addenda will not be included in the total maximum page limit.

Any addendum issued by the City seventy-two (72) hours or more before the scheduled closing time for submission of proposals, Saturday, Sunday and legal holidays not included, shall be binding proposers. Failure of any proposer to receive or obtain such addenda shall not excuse it from compliance therewith if it is awarded the contract.

1.3 PROTESTS

1.3.1 Award Protest Requirements

Every proposer submitting a proposal shall be notified of its selection status. Any proposer who claims to have been adversely affected or aggrieved by the selection, or any proposer who contends that the provisions of the RFP or any aspect of the procurement process has promoted favoritism in the award of the contract or has substantially diminished competition, must file a written protest to the RFP within seven (7) calendar days after the date of the selection notice. Failure to file a protest will be deemed a waiver of any claim by an offeror that the procurement process violates any provision of ORS Chapter 279, the City of Ashland Local Contract Review Board Rules or the City's procedures for screening and selection of persons to perform personal services.

1.3.2 Specification Protest Process

Delivery: A proposer must deliver a protest of specifications to the City in writing no later than seven (7) calendar days prior to the proposal due date as follows:

Specification Protest
Proposal#: 2014-09 Downtown Beautification
City of Ashland Public Works Department
ATTN: Engineering Services Manager
20 East Main Street
Ashland, OR 97520

Content: A proposer's written protest must include:

- A detailed statement of the legal and factual grounds for the protest;
- description of the resulting prejudice to the proposer; and

- A statement of the form of relief requested or any proposed changes to the specifications.

City Response: The City may reject without consideration a proposer's protest after the deadline established for submitting protest. The City shall provide notice to the applicable proposer if it entirely rejects a protest. If the City agrees with the proposer's protest, in whole or in part, the City shall either issue an addendum reflecting its determination or cancel the solicitation.

Extension of Closing: If the City receives a written protest from a proposer in accordance with this rule, the City may extend closing if the City determines an extension is necessary to consider the protest and to issue addenda, if any, to the solicitation document.

Judicial review of the City's decision relating to a specification protest shall be in accordance with ORS 279B.405.

1.3.3 Costs and Damages

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. City shall not be liable for the proposer's damages or costs for filing the protest or to any participant in the protest, on any basis, express or implied.

1.4 **"PASS / FAIL" PROPOSAL SUBMISSION REQUIREMENTS**

Each proposal must comply with the following Pass / Fail criteria. Proposals not meeting ALL Pass / Fail criteria shall be rejected.

1.4.1 Proposal Submission Deadline (Pass / Fail)

Proposals must be received by the submission deadline as indicated in this RFP and at the address specified. City will not accept proposals submitted by facsimile or electronic mail, nor will it accept proposals submitted after the proposal submission deadline. City is not responsible for and will not accept late or mis-delivered proposals.

1.4.2 Terms and Conditions (Pass / Fail)

Unless an official addendum has modified or reserved the right to negotiate any terms contained in the contract or exhibits thereto, City will not negotiate any term or condition after the protest deadline, except the statement of work, pricing and calendar with the selected proposer. By proposal submission, the selected proposer agrees to be bound by the terms and conditions set forth in this RFP and as they may have been modified or reserved by City for negotiation. Any proposal that is conditioned upon City's acceptance of any other terms and conditions or rights to negotiate will be rejected.

1.4.3 Proprietary Information

The City is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the City to disclose all records generated or received in the transaction of City business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501(15)). The City will not disclose records submitted by a proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.

The RFP in its entirety cannot be marked confidential, nor, shall any pricing be marked confidential.

Each page containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:

- It shall be clearly marked in bulk and on each page of the confidential document.
- It shall be kept separate from the other RFP documents in a separate envelope or package for confidential documents.
- Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail
- If such conflict occurs, the proposer is instructed to insert the following statement where the requested information that is deemed confidential was to have been placed: “Refer to confidential information enclosed.”

Proposers who desire that additional information be treated as confidential must mark those pages as “confidential” and cite a specific statutory basis for the exemption and the reasons why the public interest would be served by the confidentiality. Should a proposal be submitted as described in this section, no portion of it can be held as confidential unless that portion is segregated as described above.

Notwithstanding the above procedures, the City reserves the right to disclose information that the City, in its sole discretion determines to be not exempt from disclosure or that the City is directed to disclose by the City Attorney, the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the City will notify the proposer. If the proposer disagrees with the City’s decision, the City may, but is not required to, enter into an agreement not to disclose the information so long as the proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any alternative dispute resolution and appeals, necessary to defend or support a no-disclosure decision.

1.4.4 Laws and Regulations

The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to the City of Ashland in writing.

All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

1.5 “REQUIRED” PROPOSAL SUBMISSION ITEMS AND SCORING DEDUCTIONS

Any items in this Section 1.5 marked as REQUIRED that are incomplete or are not submitted with the proposal will receive a three (3) point scoring deduction for each item and must be submitted within two (2) business days of request by City. Failure to deliver properly completed “REQUIRED” items within two (2) business days of request by City will result in proposal rejection.

Proposals must follow/match the numbering outline as shown in the Scoring Criteria; Section 2.2 of this RFP. Each bullet point under each section of the Scoring Criteria must be answered clearly and specifically. A 2- point scoring deduction will be applied in each instance where this

requirement is not met. **Or, the City may, at its sole discretion, reject any proposal which does not follow/match the Scoring Criteria numbering as presented in this RFP or which does not answer clearly and specifically each bullet point under each criteria.**

1.5.1 Cover Sheet (Required)

The proposal must include a completed cover sheet signed by a duly authorized representative empowered to bind the proposer (at least one original signature). The cover sheet shall state the project title, the legal name of the proposer, legal status, federal tax ID number, mailing address, primary contact person for this proposal with email address, telephone number, fax number and the name of the person authorized to sign a contract. Include an original signature, printed name and title and date.

1.5.2 Page Length Limitation (Required)

The proposal must not exceed four (4) pages, excluding cover sheet, any tabs or indexes and references, and any issued addendum. **Failure to include any issued addendum within the RFP shall result in a three point scoring reduction.** If a proposer submits a proposal exceeding this limit, City will consider the pages up to that allowable number and discard all subsequent pages.

One page is defined as: one side of a single 8 ½" x 11" page with single spacing, 12 pt. font and 1" margins. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, etc. will be counted as one page.

There is no scoring deduction for exceeding the proposal page limitation; however, **extra pages will be discarded and will not be considered in the evaluation.**

1.5.3 Quantity of Proposals (Required)

Proposers must submit six (6) complete copies of the proposal and one electronic copy in Adobe Acrobat (PDF) in the sequential order of the proposal with a separate envelope or package for any proprietary information.

1.5.4 Minimum Proposal Contents

- A. Project Narrative: The narrative must include a description of the consultant's understanding of the project objectives.
- B. Project Phasing: The project will be structured in four phases, with each phase having its own deliverables, final acceptance, and independent not-to-exceed cost.
 - 1. Pre-design Evaluation and Scoping
 - 2. Design Development, Construction Documents
 - 3. Bid Support Services
 - 4. Construction Support Services
- C. Preliminary Work Breakdown and Schedule: The Consultant shall prepare a preliminary project work breakdown and schedule that anticipates all services required to complete the project before June 30, 2015. The Proposal must include a graphic Gant-chart style schedule of major work tasks with project milestones and estimate of time required to complete each task.
 - 1. Develop final project scope for the landscape/hardscape projects in conjunction with City staff input.
 - 2. Develop final design of projects for approval by the City Council.
 - 3. Attend design development meetings with City staff team.
 - 4. Attend up to two Tree Commission meetings and two City Council meetings during the design phase. (City Council meets the first and third Tuesday of each month. Tree Commission meets the first Thursday of the month).

5. Prepare complete bid documents (specs, bid quantities, etc.) and assist City in the bidding of the project. (Existing City templates may be used).
6. Facilitate Pre-Bid Conference, Pre-Construction Conference and Construction Progress meetings. Provide agendas and detailed written minutes for all significant meetings.
7. Provide technical assistance during bidding and construction including Requests for Information and the review/approval of Submittals.
8. Provide Construction Management services including project inspection.

- D. The Preliminary Statement of Work (SW): The Preliminary Statement of Work must outline phases of work and the relationship of the proposed tasks to meet the objectives of the project. It must include proposed methods of investigation, analysis, and design as appropriate. Key elements must include:
1. An expanded outline of all work tasks
 2. Detailed work schedule for each major task, including time frames and durations of each task.
 3. List of all proposed sub-consultants, including their planned scope of work, key project staff and references (contact names, phone numbers, and email addresses).
 4. Description organized by task of City's anticipated role to assist in the development of the plan. Include specific deliverables needed from the City.
- E. After the winning proposal has been selected, the preliminary work breakdown and schedule for services will be used to negotiate and prepare the final budget and scope of services that will be submitted as the Statement of Work attached to the City's standard contract for Professional Services. Invoices requesting payment must be prepared and sent to the City monthly. Payment will be made as a percentage of completion of each task.

The City's fiscal year ends on June 30th, and all work completed up to that date must be billed no later than July 5th. It is of particular importance that work or services rendered are paid out of the budget for the same fiscal year in which the services are budgeted and the service is rendered by the City. Therefore, costs associated with contractors' or subcontractors' work or services rendered under the direction or direct or indirect control of the proposer are also subject to the invoicing requirement listed above by June 30th of each year. By April 15th, the proposer must submit an estimate of anticipated billings up to June 30th of that year.

The proposer should assume that there will be no opportunities to increase the total cost of the sum of all work tasks, but that costs may be shifted from one task to another after tasks are completed. The City's budgeting process does not provide a means to readily change the total project budget, and proposers must assume that increases in the project budget will not be available after the Statement of Work has been accepted. Proposers are responsible to ensure that every effort is made to anticipate potential additional costs after project initiation.

SECTION 2.0 - EVALUATION PROCESS AND CONSULTANT SELECTION

2.1 EVALUATION PROCESS

The City shall select consultants as provided in ORS 279C.110 to provide services on the basis of the consultant's qualifications for the type of professional service required.

Proposer will be selected in a manner to accommodate the Department's scope and schedule and budget objectives for a particular project. Screening and selection procedures may include considering each candidate's:

1. Specialized experience, capabilities and technical competence, which the candidate may demonstrate with the candidate's proposed approach and methodology to meet the project requirements;
2. Resources committed to perform the work and the proportion of the time that the candidate's staff would spend on the project, including time for specialized services, within the applicable time limits;
3. Record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration;
4. Ownership status and employment practices regarding minority, women and emerging small businesses or historically underutilized businesses;
5. Availability to the project locale;
6. Familiarity with the project locale; and
7. Proposed project management techniques.
 - a) If the screening and selection procedures a Department creates under subsection A.4.a) result in the Department's determination that two or more candidates are equally qualified, the Department may select a candidate through any process the Department adopts that is not based on the candidate's pricing policies, proposals or other pricing information.
 - b) The Department and the selected candidate shall mutually discuss and refine the scope of services for the project and shall negotiate conditions, including but not limited to compensation level and performance schedule, based on the scope of services. The compensation level paid must be reasonable and fair to the Department as determined solely by the Department.
 - c) If the Department and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the Department, the Department shall, either orally or in writing, formally terminate negotiations with the selected candidate. The Department may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the Department terminates the consultant contracting process.

2.1.1 Proposal Evaluation

City will review proposals for conformance with the "Pass / Fail" and "REQUIRED" criteria identified in Sections 1.4 and 1.5. Proposals meeting all Pass / Fail criteria will be forwarded to an evaluation committee that will independently review, score and rank proposals according to the scoring criteria set forth in Section 2.2.

The outcome of the evaluation process may, at the City's sole discretion result in:

- a) Notice to proposers of selection or rejection for contract negotiations and possible award;
- b) Further steps to gather additional information for evaluation (e.g. checking references, notice of placement on an interview list, requesting clarification); or
- c) Cancellation of the RFP and either reissuance of the RFP in the same or a revised form or no further action by the City with respect to the RFP.

City may reject any or all proposals and may cancel this RFP at anytime if doing either would be in the public interest as determined by the City. City is not liable for any costs a proposer incurs while preparing or presenting the proposal or during further evaluation stages. All proposals will become part of the public record file without obligation to the City of Ashland.

2.1.2 Interviews / Follow-up Questions

A process of interviews and/or follow-up questions may be conducted and scored at the discretion of the City. If an interview/follow-up process is conducted, the following will apply:

- The City may, at its discretion, conduct an interview/follow-up process with those proposers it considers to be possibly best qualified to perform the potential Scope of Services. The City may conduct more than one interview. The number of proposers selected for the interview/follow-up process is at the discretion of the City.
 - Interviews will require physical attendance at City's offices. All sub-consultants requested by the City must also attend the interview(s)
 - Follow-up questions (if developed) will typically be sent via email to proposer(s). Written answers to any follow up questions must be returned within 14calendar days of date of mailing. An e-mail confirmation of receipt of any follow-up questions shall be sent by the consultant to the City's Project Manager.
- A minimum of three (3) evaluators will score the interviews/follow-up questions.
- The interviews/follow-up questions will have a maximum score of ten (10) points per evaluator.
- An additional three (3) points will be awarded to the No. 1 ranked proposer based upon the evaluation of the initially submitted RFP's. An additional two (2) points will be awarded to the proposer ranked No. 2; unless the point spread between the No. 1 and No. 2 ranked proposers is greater than ten (10) points. In this case; no additional points will be given to the No. 2 proposer. No additional points will be awarded to proposers ranked below No. 2 and chosen to be part of the interview/follow-up process.

2.1.3 References

City does not intend to score references, but may contact references (by phone, email or fax) to verify information provided in proposals.

2.1.4 Clarifications

City may require any clarification it needs to understand a proposer's proposal. Any necessary clarifications or modifications which are in the best interest of City may be made before the proposer is awarded a contract and some or all of the clarifications or modifications may become part of the final contract. Clarifications may not be used to rehabilitate a non-responsive proposal.

2.1.5 Non-resident Proposer

In determining the most responsive proposer, City shall, for the purpose of awarding the contract, add a percent increase to the score of a non-resident proposer equal to the percent, if any of the preference given to the score in the state in which the proposer resides. "Resident proposer" of Oregon means a proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the proposal, has a business address in this state and has stated in the proposal that the proposer is a "resident proposer" of the State of Oregon. The undersigned represents him/her self in this proposal to be either a Resident or a Nonresident proposer by completing the appropriate blank below.

- The proposer is _____ or is not _____ a resident proposer as defined in ORS 279A.120

2.2 SCORING CRITERIA

Scoring will be based upon the following described categories. The proposer must describe how each of the requirements specified in this RFP are met. Responses must be clear and concise.

2.2.1 Demonstrate Technical Competence

Maximum Score 15 points

Demonstrate a clear and concise understanding of the scope of services being requested in this RFP and summarize the approach and methodology proposed to meet the project requirements.

2.2.2 Proposer's Specialized Experience and Capabilities

Maximum Score 30 points

Demonstrate capability to complete the requested services. Response must include:

(15 points) Describe the experience and qualifications of proposed staff and project manager(s), (whether they are from the prime or a sub-consultant). Include descriptions of similar projects, project outcomes and customer feedback received (if any).

(7.5 Points) Describe how you would provide the most technically advanced specialized technical services readily for aspects of the project **which call for specialized experience.**

(7.5 points) Describe any specialties or unique strengths that relate to the services requested in this RFP.

2.2.3 Resources Committed and Past Performance

Maximum Score 25 points

Demonstrate proposer's resources available to be allocated for the proposed scope of services.

- (10 points) Describe the extent of involvement of consultant's Principal(s).
- (15 points) Provide a breakdown of recently completed, related projects including: proposed landscape architectural services cost for listed projects, associated construction cost and change orders cost if any for listed projects.

2.2.5 Project Management Techniques

Maximum Score 15 points

- (7.5 points) Describe the lead manager's process for ensuring completion on schedule and within the allocated budget. Describe your process for coordinating the work of consultants and agency staff. In addition, describe your approach for minimizing errors and omissions during the Construction Documents and Construction Administration (CA) phases. How does the landscape architectural firm **compensate** the owner for design errors/omissions uncovered after commencing construction?
- (7.5 points) Describe the quality control methods to be employed by the Design Team during construction to ensure a facility that meets the design intent. Indicate the roles of identified key personnel during the CA phase. Describe your system for managing construction change issues during CA.

2.2.6 Cost of Services

Maximum Score 15 points

In an attached sealed envelope, provide a summary of proposed costs including:

- Proposed project budget
- Professional, technical, draftsperson, other professional / sub-professional rate(s);
- Direct non-labor costs that might be applicable;

Criteria	Max. Score
2.2.1. Demonstrated Technical Competence	15
2.2.2 Specialized Experience & Capabilities	30
2.2.3 Resources Committed to Perform the Work	25
2.2.5 Project Management Techniques	15
2.2.6 Cost of Services	15
TOTAL	100 Points

2.3 AWARD PROCESS

2.3.1 Negotiations

Following the evaluation process, The City will begin contract negotiations with the highest ranked Proposer. The matters subject to negotiation shall be limited to the following:

1. Comprehensive Scope of Services and Statement of Work;
2. The proposer's personnel committed to the Project: **Changes in staff assigned to the project in original proposal will require City approval; (may result in rejection)**
3. Project Schedule;
4. Professional fees, including reimbursable expenses;
5. Agreement to contract terms.

2.3.2 Action upon Failure to Execute Contract

In the event that a contract cannot be negotiated with the highest ranked proposer, negotiations will be permanently discontinued, and the City will start contract negotiations with the next highest ranked proposer. Nothing in this RFP shall restrict or prohibit the City from canceling the solicitation at any time.

2.3.3 Notice of Intent to Award

Based on successful negotiations with the highest ranked proposer, the City will issue a Notice of Intent to Award a contract.

2.3.4 Evaluation Record

A record will be made of all criteria evaluation ratings and all other grounds upon which selection of the proposer is made. The final evaluation record will be available upon written request.

2.3.5 Right to Protest

An adversely affected or aggrieved Responsive proposer must exhaust all avenues of administrative review and relief before seeking judicial review of the City's selection or Contract award decision.

1. Protest of Proposal Specifications: A proposer who believes the proposal scope of work or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Project Manager. To be considered, protests must be received at

least five (5) days before the proposal closing date. Envelopes containing protests should be marked as follows:

Proposal Specification Protest
Proposal Title
Closing Date and Time

2. Protest of Award: The award by the City shall constitute a final decision of the City to award the contract if no written protest of the award is filed with the City within seven (7) calendar days of the Notice of Intent to Award. The written protest 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. The City will not entertain a protest submitted after the time period established in this rule.

2.3.6 Award

The City Council will consider award of the contract based on the Project Manager's recommendation and will authorize the Manager to execute a contract. The contract will be awarded to the proposer who, in the opinion of the City, is the most qualified and meets all required specifications. The City may reject any proposals not in compliance with all prescribed public procurement procedures and requirements and may reject any and all proposals upon a finding by the City that it is in the public interest to do so. The City also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth herein.

SECTION 3.0 - SCOPE OF SERVICES

3.1 GENERAL REQUIREMENTS

3.1.1 Personnel, Materials & Equipment: The Consultant must provide qualified and competent personnel and shall furnish all supplies, equipment, tools and incidentals required to accomplish the work. All materials and supplies shall be of good quality and suitable for the assigned work.

3.1.2 Safety Equipment: The Consultant shall provide and use all safety equipment including, but not limited to hard hats, safety vests and clothing required by State and Federal regulations and Department policies and procedures.

3.1.3 Professional Responsibilities: The Consultant must perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work, and must comply with all applicable codes and standards. **Complete and accurate design is the sole responsibility of the consultant. Consultant must verify any information it acquires and utilizes in its design. Consultant is not entitled to rely on the accuracy and completeness of information provided by Owner, Owner's consultants and contractors, and information from public records.** Any drawings and specifications provided will be developed with appropriate input from City staff. However, the City assumes no responsibility in performing QA/QC of the Consultant's scope of services including, but not limited to, the preparation of construction drawings and specifications. In addition to design, construction plans must include traffic control plans as well as erosion controls plans and provisions meeting all governmental agency requirements having jurisdiction over this project.

3.1.4 Project Management:

The Consultant and the City staff will meet as required during project duration. The objectives of the meeting will include reviewing the scope, budget, schedule and deliverables.

The Consultant will be responsible to:

1. Organize and manage consultant project team and coordinate with city project manager and City staff.
2. Prepare monthly invoices and progress reports including the following:
 - Work Completed during the Month by work task as a percentage of completion.
 - Needs for Additional Information, Reviews, or Changes to the Scope of Work.
 - Scope, Schedule, and Budget Issues and Changes.

Appendix A

Contract for PERSONAL SERVICES less than \$35,000

<p>CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-6002 Fax: 541/488-5311</p>	<p>CONSULTANT:</p> <p>CONTACT:</p> <p>ADDRESS:</p> <p>TELEPHONE:</p>
DATE AGREEMENT PREPARED:	FAX:
BEGINNING DATE:	COMPLETION DATE:
COMPENSATION:	
SERVICES TO BE PROVIDED:	
<p>ADDITIONAL TERMS: In the event of conflicts or discrepancies among the contract documents, the City of Ashland Contract for Personal Services will be primary and take precedence, and any exhibits or ancillary contracts or agreements having redundant or contrary provisions will be subordinate to and interpreted in a manner that will not conflict with the said primary City of Ashland Contract.</p>	
<p>FINDINGS: Pursuant to AMC 2.50.120, after reasonable inquiry and evaluation, the undersigned Department Head finds and determines that: (1) the services to be acquired are personal services; (2) the City does not have adequate personnel nor resources to perform the services; (3) the statement of work represents the department's plan for utilization of such personal services; (4) the undersigned consultant has specialized experience, education, training and capability sufficient to perform the quality, quantity and type of work requested in the scope of work within the time and financial constraints provided; (5) the consultant's proposal will best serve the needs of the City; and (6) the compensation negotiated herein is fair and reasonable.</p>	
<p>NOW THEREFORE, in consideration of the mutual covenants contained herein the CITY AND CONSULTANT AGREE as follows:</p>	
<ol style="list-style-type: none"> 1. Findings / Recitations. The findings and recitations set forth above are true and correct and are incorporated herein by this reference. 2. All Costs by Consultant: Consultant shall, at its own risk and expense, perform the personal services described above and, unless otherwise specified, furnish all labor, equipment and materials required for the proper performance of such service. 3. Qualified Work: Consultant has represented, and by entering into this contract now represents, that all personnel assigned to the work required under this contract are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded. 4. Completion Date: Consultant shall start performing the service under this contract by the beginning date indicated above and complete the service by the completion date indicated above. 5. Compensation: City shall pay Consultant for service performed, including costs and expenses, the sum specified above. Payments shall be made within 30 days of the date of the invoice. Should the contract be prematurely terminated, payments will be made for work completed and accepted to date of termination. 6. Ownership of Documents: All documents prepared by Consultant pursuant to this contract shall be the property of City. 7. Statutory Requirements: ORS 279C.505, 279C.515, 279C.520 and 279C.530 are made part of this contract. 8. Living Wage Requirements: If the amount of this contract is \$20,142.20 or more, Consultant is required to comply with chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any Subcontractor who performs 50% or more of the service work under this contract. Consultant is also required to post the notice attached hereto as Exhibit B predominantly in areas where it will be seen by all employees. 9. Indemnification: Consultant agrees to defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this contract by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform work or services attendant to this contract). Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of City. 10. Termination: 	

- a. Mutual Consent. This contract may be terminated at any time by mutual consent of both parties.
- b. City's Convenience. This contract may be terminated at any time by City upon 30 days' notice in writing and delivered by certified mail or in person.
- c. For Cause. City may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
 - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
 - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
 - i. Either City or Consultant may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.
 - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this contract. City by written notice to Consultant of default or breach may at any time terminate the whole or any part of this contract if Consultant fails to provide services called for by this contract within the time specified herein or in any extension thereof.
 - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- e. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, c or d of this section, Consultant shall immediately cease all activities under this contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. City shall pay Consultant for work performed prior to the termination date if such work was performed in accordance with the Contract.

- 11. **Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City. Consultant shall have the complete responsibility for the performance of this contract. Consultant shall provide workers' compensation coverage as required in ORS Ch 656 for all persons employed to perform work pursuant to this contract. Consultant is a subject employer that will comply with ORS 656.017.
- 12. **Assignment and Subcontracts:** Consultant shall not assign this contract or subcontract any portion of the work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or Subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and City.
- 13. **Default.** The Consultant shall be in default of this agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract; its QRF status pursuant to the QRF Rules or loses any license, certificate or certification that is required to perform the Services or to qualify as a QRF if consultant has qualified as a QRF for this agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Contract; or attempts to assign rights in, or delegate duties under, the Contract.
- 14. **Insurance.** Consultant shall at its own expense provide the following insurance:
 - a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
 - b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, **\$1,000,000**, \$2,000,000 or Not Applicable for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
 - c. General Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, **\$1,000,000**, \$2,000,000 or Not Applicable for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract.
 - d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, **\$1,000,000**, or Not Applicable for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Consultant or its insurer(s) to the City.

f. Additional Insured/Certificates of Insurance. Consultant shall name The City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies required herein but only with respect to Consultant's services to be provided under this Contract. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Contract, the Consultant shall furnish acceptable insurance certificates prior to commencing work under this contract. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

15. **Governing Law; Jurisdiction; Venue:** This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City (and/or any other or department of the State of Oregon) and the Consultant that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Consultant, by the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

16. THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

17. **Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this contract without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

Certification. Consultant shall sign the certification attached hereto as Exhibit A and herein incorporated by reference.

Consultant:

City of Ashland

By _____
Signature

By _____
Department Head

Print Name

Print Name

Title

Date

W-9 One copy of a W-9 is to be submitted with the signed contract.

Purchase Order No. _____

EXHIBIT A

CERTIFICATIONS/REPRESENTATIONS: Contractor, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent Contractor as defined in the contract documents, and has checked four or more of the following criteria:

- _____ (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.
- _____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- _____ (3) Telephone listing is used for the business separate from the personal residence listing.
- _____ (4) Labor or services are performed only pursuant to written contracts.
- _____ (5) Labor or services are performed for two or more different persons within a period of one year.
- _____ (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor

(Date)

EXHIBIT B

City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.

\$14.42 per hour effective June 30, 2014

(Increases annually every June 30 by the Consumer Price Index)



Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$20,142.20** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$20,142.20**.

- If their employer is the City of Ashland including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** "Employee" does not include temporary or part-time employees hired for less than 1040 hours in any twelve-month period. For more details on applicability of this policy, please see Ashland Municipal Code Section 3.12.020.

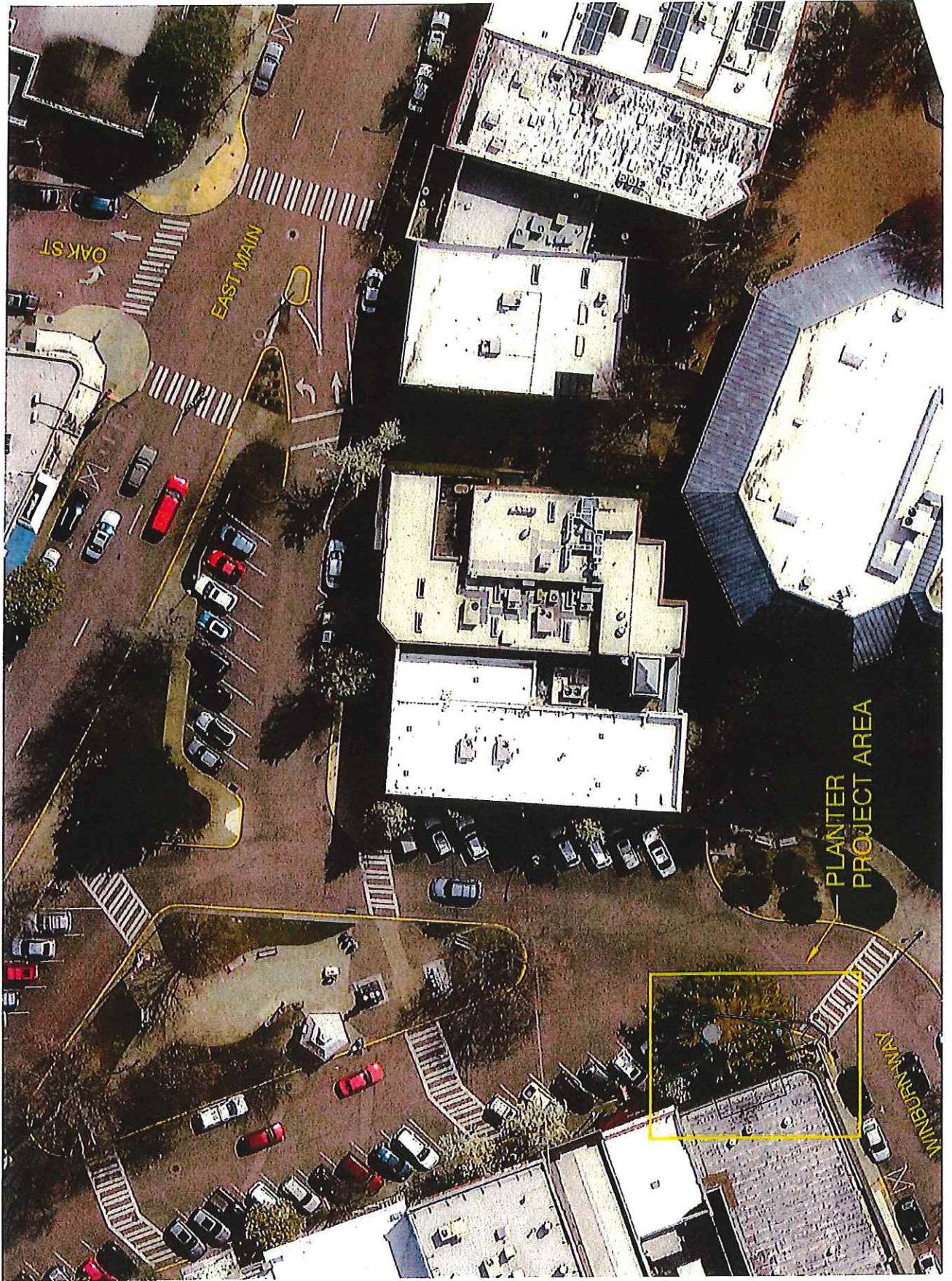
For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520 or visit the city's website at www.ashland.or.us.

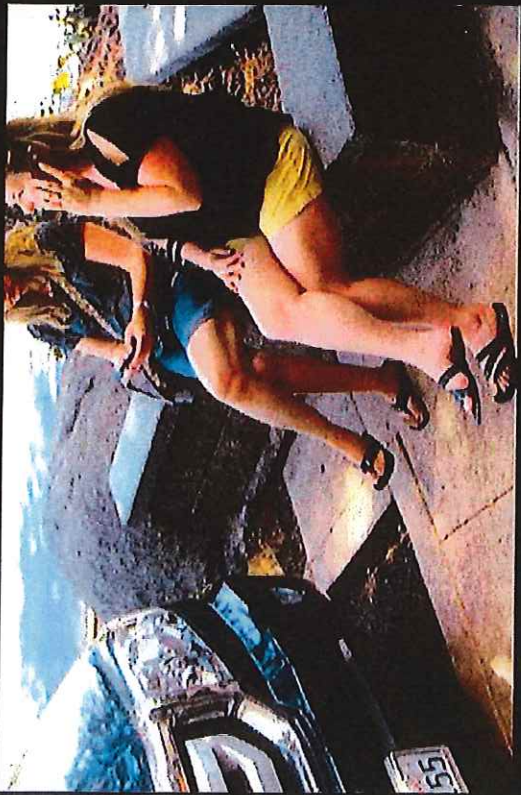
Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

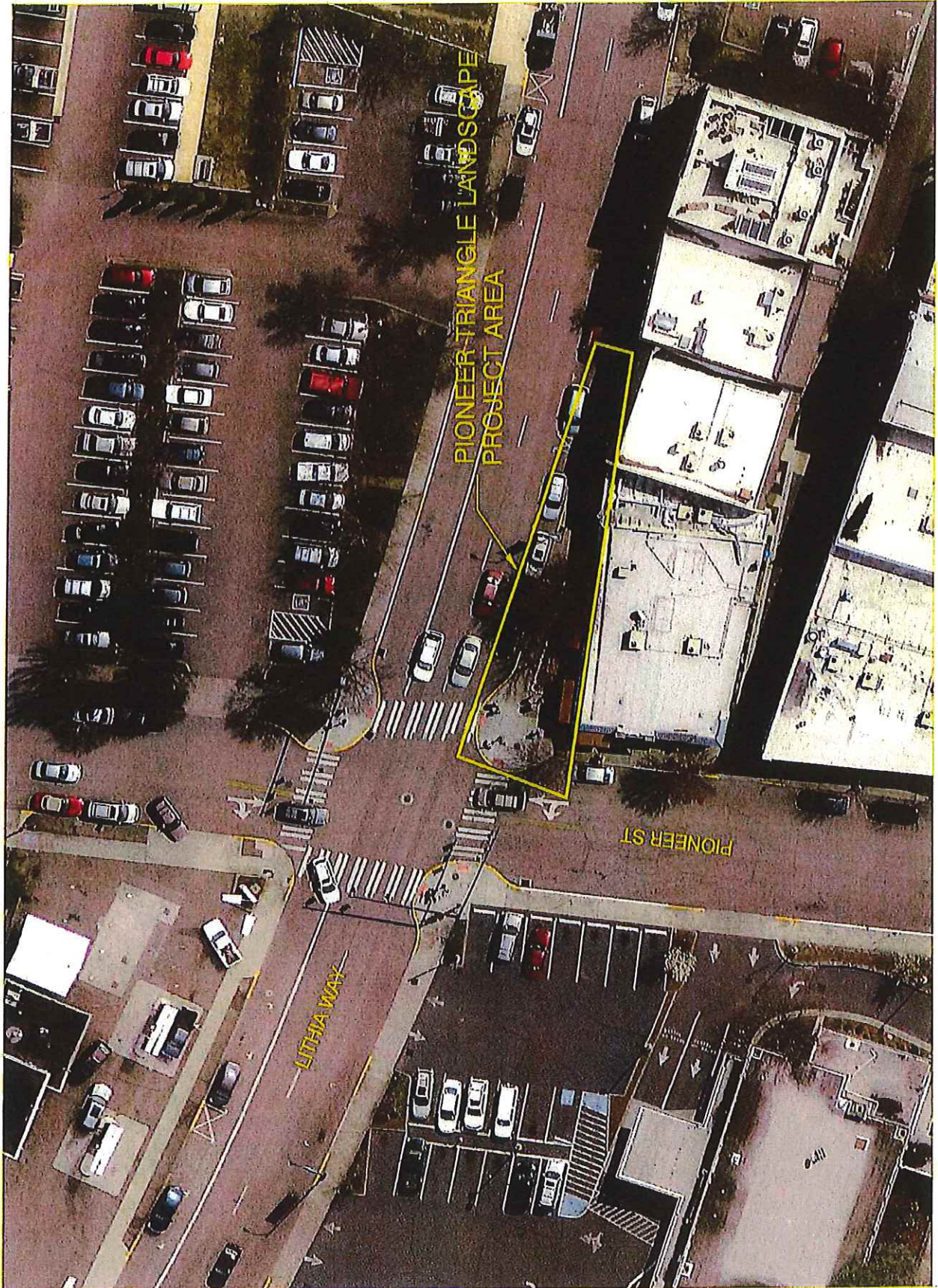
CITY OF
ASHLAND

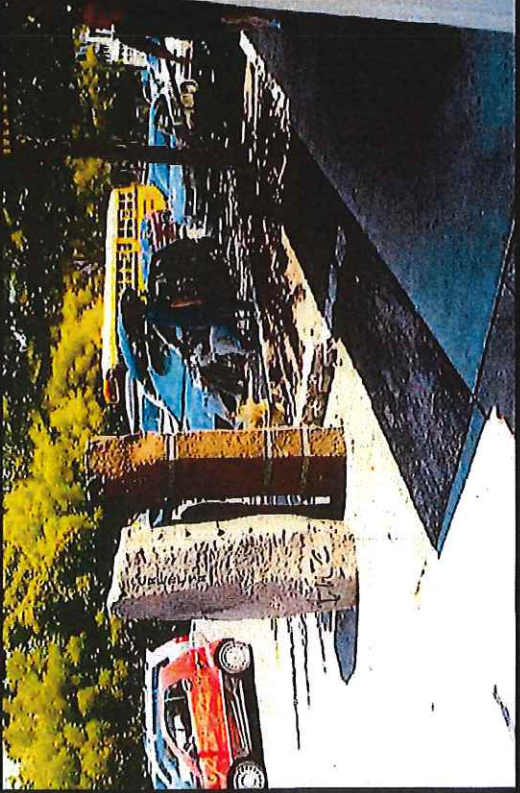
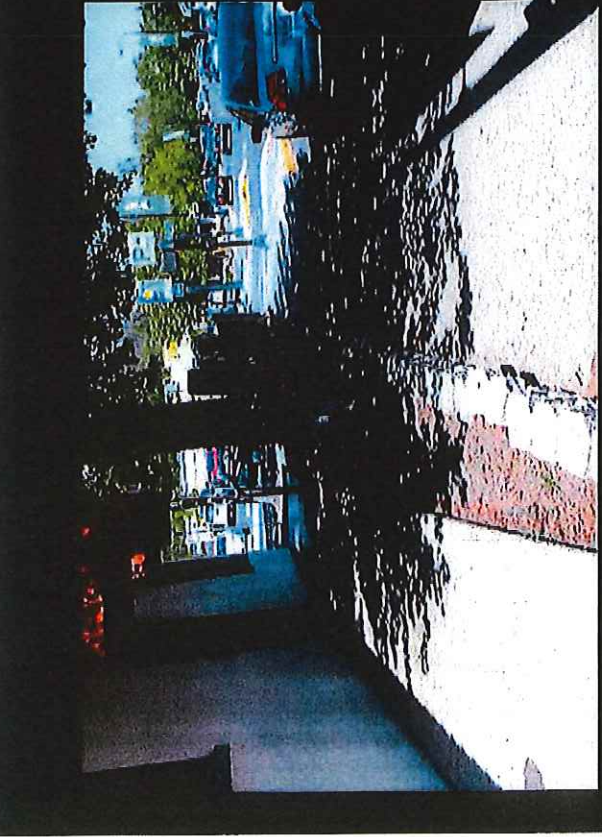
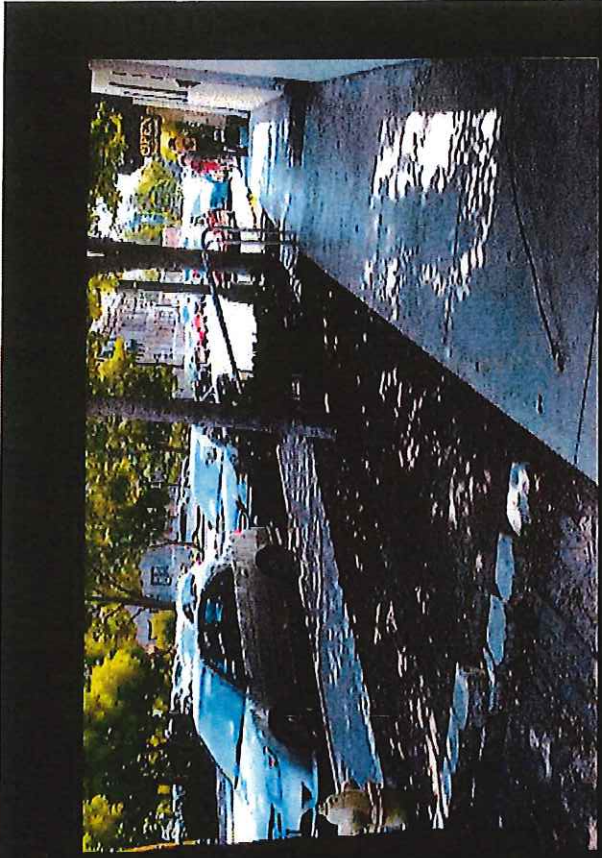
Appendix B

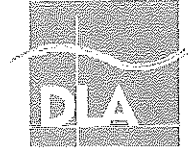












20 November 2014

Scott Fleury
Engineering Services Manager
City of Ashland
51 Winburn Way
Ashland, OR 97520

Re: **Winburn Way Planter and Pioneer St. Triangle Hardscape and Landscape Improvements**
Project No: 2014-09

Dear Scott and Evaluation Committee members,

Our firm, **DLA Inc.**, is happy to provide qualifications and looks forward to the prospect of working with the City of Ashland on the Winburn Way Planter and Pioneer Street Triangle improvements. As you will see, we have a high level of professionalism and extensive experience with similar projects and we are highly qualified to perform these services for you.

While not having the privilege of previous work in the City of Ashland, we are highly familiar with the city and the downtown in particular. We know what a special place Ashland is and welcome the opportunity to participate in its continued success. DLA has extensive project experience in Southern Oregon, including projects for the municipalities of Grants Pass and Gold Hill as well as Josephine and Klamath Counties.

Thank you again for this opportunity. We sincerely would be excited to work with you toward the successful completion of these downtown improvements. Please do not hesitate to contact me should you have any questions or would like to discuss our qualifications in more detail.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'David Dougherty', written in a cursive style.

David Dougherty, Principal, DLA Inc.
DavidD@DLADesign.com

DLA Inc. is an S Corporation. DLA is certified as an Emerging Small Business in the state of Oregon (ESB # 6653).

Our Federal Tax Id # is 91-1755949.

David Dougherty is the primary contact person for this proposal and is the person authorized to sign a contract.

DOUGHERTY LANDSCAPE ARCHITECTS

2.2.1. Demonstrate Technical Competence

A. Understanding of Scope of Services

DLA has a proven track record of downtown streetscape and revitalization projects throughout Oregon and Washington. Please see Section 2.2.2. for detailed information. These past projects enhance our understanding of the requirements for these projects and the process required to ensure successful completion. In addition, our knowledge of Southern Oregon climate and plant communities and local knowledge of Ashland will enhance our understanding of project goals and requirements.

We have thoroughly read and are well versed in the expectations for both components of this RFP. Below is a summary of our general understanding of the scope of services and specific improvements.

- a. The Ashland City Council and recently formed Downtown Beautification committee have prioritized improvements for the following areas:
 - i. A planter and adjacent sidewalk and hardscape area located on Winburn Way. Requested enhancements include walls, seating, a relocated curb line and light, planting and irrigation. Our understanding is that the area needs to be updated and refreshed, with improved pedestrian comfort and convenience and increased attractiveness to this area adjacent to downtown businesses. An existing cedar is to be preserved and accessibility and pedestrian flow are to be improved.
 - ii. A triangular section of sidewalk, hardscape and planter at Lithia Way and Pioneer Street. The project scope includes sidewalk repairs, ADA improvements, planting and irrigation. The area lacks a unified design and materials palette. The project will refresh, update and unify the area for pedestrians, shoppers, tourists and adjacent businesses. Additional concrete work outside of the area will be included.



- B. Approach and Methodology (Preliminary Work Schedule and Breakdown). Below is a brief summary of our understanding of deliverables and phasing followed by a Gant-Chart breakdown of the schedule.
 - a. Project Phasing and Deliverables (see chart for breakdown)
 - i. Pre-design Evaluation and Scoping
 - ii. Design Development, Construction Documents:
 - iii. Bid Support Services
 - iv. Construction Support Services
 - b. Gant-chart schedule of major work tasks with project milestones and estimated time to complete each task:



Winburn Way Planter and Pioneer Street Triangle

ACTIVITY	START	DURATION	END	PERIODS
I. Pre-Design Phase	1-Dec-14	1 month	31-Dec-14	1-Dec 15-Dec
<ul style="list-style-type: none"> • Kick-off Meeting / Tree Committee • Conduct Site Analysis • Prepare Base Plans • Develop Final Scope 				
II. Design Development through Construction Documents (CDs)	1 January 2015	2.5 months	15 March 2015	15-Feb 1-Mar 15-Mar 1-Apr 15-Apr 1-May 15-May 1-Jun 15-Jun 30-Jun
<ul style="list-style-type: none"> • Prepare Preliminary Design • Attend Design Development Meeting(s) / City Staff Review / Council Mtgs. (2 as needed) • Prepare Final Design Development Plans • Review / Comments by City Staff • Prepare 50% CDs • Review / Comments by City Staff • Prepare 90% CDs • Review / Comments by City Staff • Prepare 100% CSs 				
III. Bid Support	15 March 2015	1 Month	15 April 2015	15-Mar 1-Apr 15-Apr
<ul style="list-style-type: none"> • Facilitate Pre-Bid Conference • Prepare addenda • Assist city with bid administration as directed • Bid Review 				
IV. Construction Support	15 April 2015	2 months	15 June 2015	15-Apr 1-May 15-May 1-Jun 15-Jun 30-Jun
<ul style="list-style-type: none"> • Pre-Construction Conference (DLA to prepare agenda and minutes) • Construction Progress Reports • Site Inspections • Process submittals, RFIs, Cos • Facilitate Substantial Completion • Prepare Punch Lists • Facilitate Final Acceptance • Project Close-out 				
<p>Note: City to provide area surveys and specification templates</p>				

DOUGHERTY LANDSCAPE ARCHITECTS

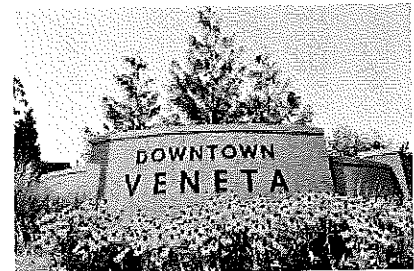
2.2.2. Proposer's Specialized Experience and Capabilities

- A. Experience and Qualifications of proposed staff and project manager:
DLA has provided professional landscape architectural services from our Eugene offices for over twenty years. Our firm consists of three licensed landscape architects with over sixty years of combined experience and expertise. David Dougherty, firm principal, has a resume that includes high profile projects with the Philadelphia office of Hanna Olin. David served as project manager for the Bryant Park restoration at the New York Public Library and for the Wexner Center at the Ohio State University.



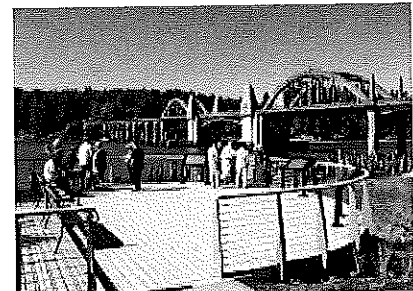
The following relevant projects all enjoyed successful outcomes in terms of schedule, budget and client satisfaction (references in parentheses).

Canby, OR – DLA provided full landscape architectural design services for the redesign on NW 1st Avenue in downtown Canby. Amenities included colored and stamped paving, furnishings, intersection bulb-outs, raised planters and art plinths. City staff and local stakeholders are pleased with the results. (Renata Mengelberg, Economic Development Director, 503-266-0701)



Veneta, OR –DLA provided full landscape architectural design services for streetscape redesign in downtown Veneta. Street furnishings, intersection bulb-outs and stormwater treatment facilities are among the design elements. DLA also designed a monument entry sign to welcome visitors to downtown. City staff and stakeholders are pleased with the design and have hired DLA for subsequent work. (Ric Ingram, City Administrator, 541- 935 - 2191)

Siuslaw Park, Florence, OR – DLA provided full landscape architectural design services for this pocket park in downtown Florence. Amenities include seating, a gathering and viewing plaza, interpretive signage, integrated stormwater treatment facilities and interpretive signage. The park has been a big success attracting large crowds of tourists. (Mike Miller, City of Florence Public Works Director, 541- 997-4106.)



- B. Specialized Experience: DLA will provide the following technically specialized services: Irrigation and planting design, hardscape design, seat and planter wall design, meeting and design coordination.
- C. Specialized or unique strengths that relate to services requested in the RFP
- Downtown revitalization: David Dougherty, firm principal, has taught courses at the University of Oregon in Urban design and has been a featured speaker at the Oregon Main Street Conference. David and DLA have provided consultation and downtown design for the following: Albany, Creswell, the Dalles, Gervais, Toledo, Elkton, Gold Hill, North Bend, Oakridge, Warm Springs, Brownsville, Veneta, Canby, Dayton, WA, and Milton Freewater.
 - Attention to Detail Documentation and the Big Picture: David and DLA understand the importance of details for project success. David learned this lesson as project manager for Bryant Park in Manhattan where precise documentation and execution of design were emphasized. We also pay special attention to the way in which specific projects fit into the broader vision for the downtown.



DOUGHERTY LANDSCAPE ARCHITECTS

- c. Expertise in bid and construction administration: DLA has served as project lead through construction for many municipalities, including the cities of Albany, Eugene and Grants Pass.

2.2.3. Resources Committed and Past Performance

- A. An advantage of being a small office is the involvement of the firm principal in all aspects of a project. David Dougherty will serve as lead designer and contact person for these projects. David will facilitate all meetings and interaction with city staff, City Council and the Downtown Beautification Committee. He will review and approve all documentation, conduct site inspections and project administration.
- B. Recently completed related projects:

Gervais, OR: DLA documented planting and irrigation for a two block streetscape redesign in this small downtown. The project including bulb-outs, pedestrian crossings and a gathering plaza with a tiled wall. (Landscape architectural service costs: \$20,000; Associated construction costs: \$320,000; Change order costs: \$15,000)



Creswell Streetscape: DLA provided design and documentation for layout, grading, planting, irrigation and hardscape for this downtown streetscape redesign. Amenities include intersection bulb-outs and street furnishings. (Landscape architectural service costs: \$32,000; Associated construction costs: \$600,000; Change order costs: \$5,000)

Albany Historic Streetscape: DLA provided design services for this large downtown streetscape redesign. Particular attention was paid to the integration of design with the historic fabric of downtown. (Landscape architectural service costs: \$17,000; Associated construction costs: \$250,000; Change order costs: \$10,000)



2.2.5. Project Management Techniques

- A. Project manager, David Dougherty has extensive experience in the full design and construction process and will ensure completion on schedule and within the allocated budget.
 - a. David will coordinate all work with city staff. No consultants are anticipated.
 - b. Approach for minimizing errors and omissions: Again, the experience of David and DLA work to our advantage. David will review documentation in office and conduct site visits. Staff landscape architects will proofread documentation to confirm accuracy.
 - c. How does DLA compensate owner for design errors & omissions? DLA has never been subject to errors and omissions costs. DLA will mitigate additional services without cost to the owner.
- B. Quality control measures to be employed by design team during construction; Roles of key personnel during CA phase: The key to quality control is airtight documentation and specifications to minimize change orders and ensure that contractors will be held to the design intent. David will oversee all of the quality control measures through design and construction. Please see the chart, Heading IV, Construction Support, for a list of safeguards during construction including meetings, submittals and inspections.
Change orders: Proposed change orders are to be submitted to DLA. They will be reviewed for acceptability and cost, with approval by city and DLA. They will then be processed by DLA.





Date: 20 November 2014

To: Scott A. Fleury, City Project Manager
City of Ashland Public Works Engineering

Re: **Winburn Place Planter and Pioneer Street Triangle**
Task Outline and Fee Estimate for Landscape Architecture Services

Dear Scott,

Thank you for this opportunity to assist you and your associates with this exciting downtown improvements project. The fees below are based upon the scope of work outline within your Request for Proposals. I have itemized the tasks and have estimated hours with corresponding fees below.

Phase	Description	Hours	
		David	Staff
I. Pre-Design Phase			
	• Attend initial meetings with city staff and Tree Commission	6	0
	• Conduct Site Analysis of both sites and notate existing conditions that may influence design. Walk through with city staff and interested parties as needed.	4	0
	• Prepare Base Plans on AutoCAD based survey information provided by city.	1	5
	• Research Code requirements and permit process.	1	3
	• Develop final Scope of Work and fine tune project schedule.	4	2
	Total Hours for Pre-Design Phase	16	10
	Estimated Fee for Pre-Design Phase	\$2,190	
II. Design Development Through Contract Documents			
	• Prepare Preliminary design drawings for both sites.	6	1
	• Attend Design Development review meeting with city staff. City staff to review and provide feedback. Meet with Tree Commission for feedback.	8	0
	• Prepare final Design Development drawings (based upon staff feedback)	4	12
	• Prepare 50% Construction Document package for city review and feedback.	6	16
	• Prepare 90% Construction Document package for city review and feedback. (based upon 50% staff feedback)	2	20
	• Prepare 100% Construction Document package for city review and feedback. Anticipated products include: • Project manual, • Specifications, • Site Plan (with hardscape improvements) • Construction Details, • Planting Plan, • Irrigation Plan	10	16
	Total Hours for Design Development Through Contract Documents	36	65
	Estimated Fee for Design Development Through Contract Documents	\$8,115	
III. Bid Support Services			
	• Facilitate and attend Pre-Bid Conference	6	0
	• Prepare addenda as needed	0	2
	• Review bids and assist city staff as directed.	2	0
	Total Hours for Bid Support Services	8	2
	Estimated Fee for Bid Support Services	\$870	

IV. Construction Support Services			
	●	Facilitate and attend Pre-Construction Meeting. Write meeting minutes.	8 0
	●	Process submittals	0 3
	●	Attend Construction progress meetings and specified inspections. (Assume three)	12 0
	●	Facilitate Substantial Completion inspection and prepare Punch List.	8 0
	●	Facilitate Final Completion Inspection.	8 0
	●	Assist with project close out procedures	2 2
		Total Hours for Construction Support Services	38 5
		Estimated Fee for Construction Support Services	\$3,795
		Total Estimate Hours for All Phases	98 82
		Estimated Design Fees for All Phases Shown	\$14,970

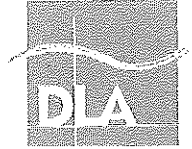
Notes:

- 1 Fees will be billed monthly on an hourly basis and will not exceed the totals indicated.
- 2 Above mentioned design fees are for scope of work as outlined in RFP. Additional scope of work would be performed at the hourly rates.
- 3 Reimbursable expenses i.e. printing, postage and materials are not included above and will be billed on an at cost basis. Travel is billed per mile at the standard rate.

Scott, thanks again for this opportunity to work with you. Please contact me should you have any questions or would like to adjust this approach or scope of work. We look forward to beginning this project upon your authority to proceed.

Respectfully Submitted,

David J. Dougherty, ASLA
Principal



20 November 2014

Scott Fleury
Engineering Services Manager
City of Ashland
51 Winburn Way
Ashland, OR 97520

Re: Pioneer Parking Lot Landscape Improvements
Project No: 2014-09

Dear Scott and Evaluation Committee members,

Our firm, **DLA Inc.**, is happy to provide qualifications and looks forward to the prospect of working with the City of Ashland on the Pioneer Parking Lot Landscape Improvements project. As you will see, we have a high level of professionalism and extensive experience with similar projects and we are highly qualified to perform these services for you.

While not having the privilege of previous work in the City of Ashland, we are highly familiar with the city and the downtown in particular. We know what a special place Ashland is and welcome the opportunity to participate in its continued success. DLA has extensive project experience in Southern Oregon, including projects for the municipalities of Grants Pass and Gold Hill as well as Josephine and Klamath Counties.

Thank you again for this opportunity. We sincerely would be excited to work with you toward the successful completion of this downtown improvement. Please do not hesitate to contact me should you have any questions or would like to discuss our qualifications in more detail.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David Dougherty", with a long, sweeping horizontal flourish extending to the right.

David Dougherty, Principal, DLA Inc.
DavidD@DLADesign.com

DLA Inc. is an S Corporation. DLA is certified as an Emerging Small Business in the state of Oregon (ESB # 6653).

Our Federal Tax Id # is 91-1755949.

David Dougherty is the primary contact person for this proposal and is the person authorized to sign a contract.

DOUGHERTY LANDSCAPE ARCHITECTS

2.2.1. Demonstrate Technical Competence

A. Understanding of Scope of Services

DLA has a proven track record of downtown streetscape and revitalization projects throughout Oregon and Washington. Please see Section 2.2.2. for detailed information. These past projects enhance our understanding of the requirements for these projects and the process required to ensure successful completion. In addition, our knowledge of Southern Oregon climate and plant communities and local knowledge of Ashland will enhance our understanding of project goals and requirements.

We have thoroughly read and are well versed in the expectations of this RFP. Below is a summary of our general understanding of the scope of services and specific improvements.

- a. The Ashland City Council and recently formed Downtown Beautification committee have prioritized improvements for the Pioneer Street Parking Lot as follows:

Existing plant material and irrigation are at the ends of their lifespans. Existing plant material is to be removed. The existing irrigation system is to be replaced. A half height decorative fence will be installed to protect plant materials from pedestrian traffic. Pedestrian circulation will be analyzed for potential improvements.



- B. Approach and Methodology (Preliminary Work Schedule and Breakdown). Below is a brief summary of our understanding of deliverables and phasing followed by a Gant-Chart breakdown of the schedule.
 - a. Project Phasing and Deliverables (see chart for breakdown)
 - i. Pre-design Evaluation and Scoping
 - ii. Design Development, Construction Documents:
 - iii. Bid Support Services
 - iv. Construction Support Services
 - b. Gant-chart schedule of major work tasks with project milestones and estimated time to complete each task:



Pioneer Parking Lot Landscape Improvements

ACTIVITY	START	DURATION	END	PERIODS
				1-Dec 15-Dec 1-Jan 15-Jan 1-Feb 15-Feb 1-Mar 15-Mar 1-Apr 15-Apr 1-May 15-May 1-Jun 15-Jun 30-Jun
I. Pre-Design Phase	1-Dec-14	1 month	31-Dec-14	
<ul style="list-style-type: none"> • Kick-off Meeting / Tree Committee • Conduct Site Analysis • Prepare Base Plans • Develop Final Scope 				
II. Design Development through Construction Documents (CDs)	1 January 2015	2.5 months	15 March 2015	
<ul style="list-style-type: none"> • Prepare Preliminary Design • Attend Design Development Meeting(s) / City Staff Review / City Council (2 as needed) • Prepare Final Design Development Plans • Review / Comments by City Staff • Prepare 50% CDs • Review / Comments by City Staff • Prepare 90% CDs • Review / Comments by City Staff • Prepare 100% CDs 				
III. Bid Support	15 March 2015	1 month	15 April 2015	
<ul style="list-style-type: none"> • Facilitate Pre-Bid Conference • Prepare agenda • Assist city with bid administration as • Bid Review 				
IV. Construction Support	15 April 2015	2 months	15 June 2015	
<ul style="list-style-type: none"> • Pre-Construction Conference (DIA to prepare agenda and minutes) • Construction Progress Reports • Site Inspections • Process submittals, RFIs, Cos • Facilitate Substantial Completion • Prepare Punch Lists • Facilitate Final Acceptance • Project Close-out 				
Note: City to provide area surveys and specification templates				

DOUGHERTY LANDSCAPE ARCHITECTS

2.2.2. Proposer's Specialized Experience and Capabilities

A. Experience and Qualifications of proposed staff and project manager:

DLA has provided professional landscape architectural services from our Eugene offices for over twenty years. Our firm consists of three licensed landscape architects with over sixty years of combined experience and expertise. David Dougherty, firm principal, has a resume that includes high profile projects with the Philadelphia office of Hanna Olin. David served as project manager for the Bryant Park restoration at the New York Public Library and for the Wexner Center at the Ohio State University.

The following relevant projects all enjoyed successful outcomes in terms of schedule, budget and client satisfaction (references in parentheses). Also, see section 2.2.3. for costs associated with these projects.

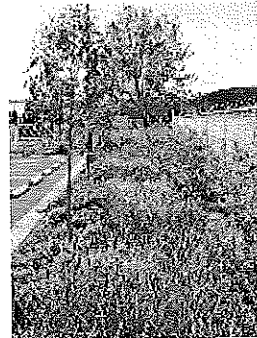
Canby, OR – DLA provided full landscape architectural design services for the redesign of NW 1st Avenue in downtown Canby. In addition, DLA provided design for a parking lot that was constructed adjacent to the streetscape and downtown. Special attention was given to pedestrian circulation, irrigation, planting design and protection of plant material with raised planters and art plinths. City staff and local stakeholders are pleased with the results. (Renata Mengelberg, Economic Development Director, 503-266-0701)



Veneta, OR, LTD Transit Center –DLA provided full landscape architectural design services for this park and ride parking lot and bus terminal at the edge of downtown. Features include permeable paving, stormwater planters with native planting and a downtown entry monument sign. (Ric Ingram, City Administrator, 541- 935 - 2191)



Eugene Police and Forensics – DLA provided full landscape architectural design services for this police facility. Parking lot design incorporated stormwater treatment facilities. Swales lined with sedges and native plants that visually soften the perimeter of parking and provide important retention and filtration functions. (Mike Penwell, City of Eugene Design and Construction Manager, 541- 682 - 5547.)



- B. Specialized Experience: DLA will provide the following technically specialized services: Irrigation and planting design, pedestrian circulation analysis and design, fencing details and specifications.
- C. Specialized or unique strengths that relate to services requested in the RFP
 - a. Parking lot planting and irrigation design: DLA has provided planting and irrigation design for countless parking lot landscapes over the years. We are adept at planting design that provides year round interest while withstanding tough urban conditions. DLA staff has years of



DOUGHERTY LANDSCAPE ARCHITECTS

experience designing and adapting irrigation systems with an emphasis on efficiency and water conservation. Our site designs facilitate circulation and accessibility.

- b. Attention to Detail Documentation and the Big Picture: David and DLA understand the importance of details for project success. David learned this lesson as project manager for Bryant Park in Manhattan where precise documentation and execution of design were emphasized. We also pay special attention to the way in which specific projects fit into the broader vision for the downtown.
- c. Expertise in bid and construction administration: DLA has served as project lead through construction for many municipalities, including the cities of Albany, Eugene and Grants Pass.

2.2.3. Resources Committed and Past Performance

- A. An advantage of being a small office is the involvement of the firm principal in all aspects of a project. David Dougherty will serve as lead designer and contact person for these projects. David will facilitate all meetings and interaction with city staff, City Council and the Downtown Beautification Committee. He will review and approve all documentation, conduct site inspections and project administration.
- B. Recently completed related projects (see Section 2.2.2 for descriptions):

Canby, OR NW 1st Avenue Streetscape and Downtown Parking Lot (Landscape architectural service costs: \$32,000; Associated construction costs: \$850,000; Change order costs: \$0)

Veneta, OR, LTD Transit Center (Landscape architectural service costs: \$16,000; Associated construction costs: \$280,000; Change order costs: \$0)

Eugene Police and Forensics (Landscape architectural service costs: \$12,000 Associated construction costs: \$220,000; Change order costs: \$0)

2.2.4. Project Management Techniques

- A. Project manager, David Dougherty has extensive experience in the full design and construction process and can ensure completion on schedule and within the allocated budget.
 - a. David will coordinate all work with city staff. No consultants are anticipated.
 - b. Approach for minimizing errors and omissions: Again, the experience of David and DLA work to our advantage. David will review documentation in office and conduct site visits. Staff landscape architects with will proofread documentation to confirm accuracy.
 - c. How does DLA compensate owner for design errors & omissions? DLA has never been subject to errors and omissions costs. DLA will mitigate additional services without cost to the owner.
- B. Quality control measures to be employed by design team during construction; Roles of key personnel during CA phase: The key to quality control is airtight documentation and specifications to minimize change orders and ensure that contractors will be held to the design intent. David will oversee all of the quality control measures through design and construction. Please see the chart, Heading IV, Construction Support, for a list of safeguards during construction including meetings, submittals and inspections.

Change orders: Proposed change orders are to be submitted to DLA. They will be reviewed for acceptability and cost, with approval by city and DLA. They will then be processed by DLA.





Date: 20 November 2014

To: Scott A. Fleury, City Project Manager
City of Ashland Public Works Engineering

Re: **Pioneer Parking Lot Landscape Improvements**
Task Outline and Fee Estimate for Landscape Architecture Services

Dear Scott,

Thank you for this opportunity to assist you with this important landscape improvement project. We understand our scope of work is defined in your RFP for and we are highly qualified for this design and documentation. The fee estimate below includes all items in the RFP and is outlined to reflect the process that I believe will be most efficient. I have itemized these tasks and have estimated associated hours and fees below.

Task Outline and Fee Estimate

Phase	Description	Hours	
		David	Staff
I. Pre-Design Phase			
	• Attend initial meetings with city staff an Tree Commission.	6	2
	• Conduct site analysis and notate existing conditions that may influence design. Walk through with staff an interested parties.	3	0
	• Prepare base plan on AutoCAD base upon survey information provided by the city.	0	4
	• Research code requirements and permit process.	2	2
	• Develop final Scope of Work and fine tune project schedule.	3	1
	Total Hours for Pre-Design Phase	14	9
	Estimated Fee for Pre-Design Phase	\$1,980.00	
II. Design Development Through Contract Documents			
	• Prepare Preliminary Plan that identifies trees and shrubs to remain and proposed locations for new plant material.	5	0
	Attend Design Development review meeting with city staff and Tree Commission. Submit drawings and receive feedback from both groups. Attend city council meeting if needed.	8	0
	• Prepare final Design Development drawings based upon city and Tree Commission feedback.	2	12
	• Prepare 50% Construction Document Package for city review and feedback.	3	12
	• Prepare 90% Construction Document Package for city review and feedback. (based upon	2	18
	• Attend City Council Meeting if needed. Meet with Tree Commission if needed.	6	0
	• Prepare 100% Construction Document package. Anticipated products include: • Project manual, • Specifications, • Site plan, • Planting Plan, • Irrigation Plan, • Construction Details (including fencing, walks etc.)	8	12
	Total Hours for Design Development Through Contract Documents	34	54
	Estimated Fee for Design Development Through Contract Documents	\$7,380.00	

III. Bid Support Services		
	● Facilitate and attend Pre-Bid Conference	4 0
	● Prepare addenda as needed.	0 2
	● Review bids and assist city staff as directed.	2 0
	Total Hours for Bid Support Services	6 2
	Estimated Fee for Bid Support Services	\$700.00
IV. Construction Support Services		
	● Facilitate and attend Pre-Construction Meeting. Write meeting minutes.	6 0
	● Process Submittals	0 1
	● Conduct all specified inspections including planting, irrigation, substantial completion, and final completion including reports and documentation as needed. (Assume 4 visits)	16 8
	● Assist with project close out procedures.	2 0
	Total Hours for Construction Support Services	24 9
	Estimated Fee for Construction Support Services	\$2,880.00
	Total Estimate Hours for All Phases	78 74
	Estimated Design Fees for All Phases	\$12,940.00

Notes:

- 1 Fees will be billed monthly on an hourly basis and will not exceed the totals indicated.
- 2 Above mentioned design fees are for scope of work as indicated. Additional scope of work would be performed at the hourly rates. (Principal - \$90/h, Staff \$80/h)
- 3 Reimbursable expenses i.e. printing, postage and materials will be billed on an at cost basis not to exceed the amount indicated. Travel is billed per mile at the standard rate.
- 4 Base fees do not include any hardscape design or documentation.

Scott, thanks again for this opportunity to work with you. Please contact me should you have any questions or would like to adjust this approach. We look forward to beginning this project upon your authority to proceed.

Respectfully Submitted,

David J. Dougherty, ASLA
Principal

MACKENZIE.

DESIGN DRIVEN | CLIENT FOCUSED

Proposal for

Winburn Way Planter & Pioneer St. Triangle Hardscape & Landscape Improvements

City of Ashland, Oregon

Submitted by:

Legal Name: Mackenzie

Legal Status: Corporation

Federal Tax ID: 93-0573937

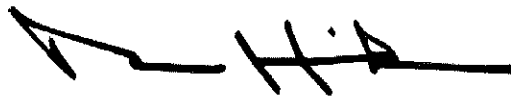
Mailing Address: RiverEast Center
1515 SE Water Ave., Suite 100, Portland, Oregon 97214
T: 503.224.9560

Primary Project Contact:

Ron Heiden, PLA | Landscape Architect
T: 503.224.9560 ext. 483 | F: 503.228.1285 | E: rheiden@mcknze.com

Authorized Signer:

Ron Heiden, PLA



11-19-14

Authorized Signer

Date

PORTLAND, OR ■ VANCOUVER, WA ■ SEATTLE, WA

ARCHITECTURE ■ INTERIORS ■ STRUCTURAL, CIVIL AND TRAFFIC ENGINEERING
LAND USE AND TRANSPORTATION PLANNING ■ LANDSCAPE ARCHITECTURE

M.

2.2.1 DEMONSTRATE TECHNICAL COMPETENCE

PROJECT UNDERSTANDING

The Winburn Way Planter and the Pioneer St. Triangle are small areas unto themselves but provide vital connections to the heart of downtown Ashland. Safety and security for pedestrians will be fundamental in the design of the two spaces but each also includes a sense of place. Each area provides an intimate opportunity to be unique, inviting and comfortable. The redevelopment of these two spaces also presents an opportunity to improve the frontage for business owners also and to encourage tourism and a respite from shopping.

WORK BREAKDOWN

The following is a draft proposed work plan for the project. We anticipate revisions and changes after hearing from City Staff, City Council and the Tree Commission. We are flexible and willing to incorporate the vision of the combined groups to help generate

a final work plan and schedule when selected.

▪ TASK 1: Project Initiation & Management

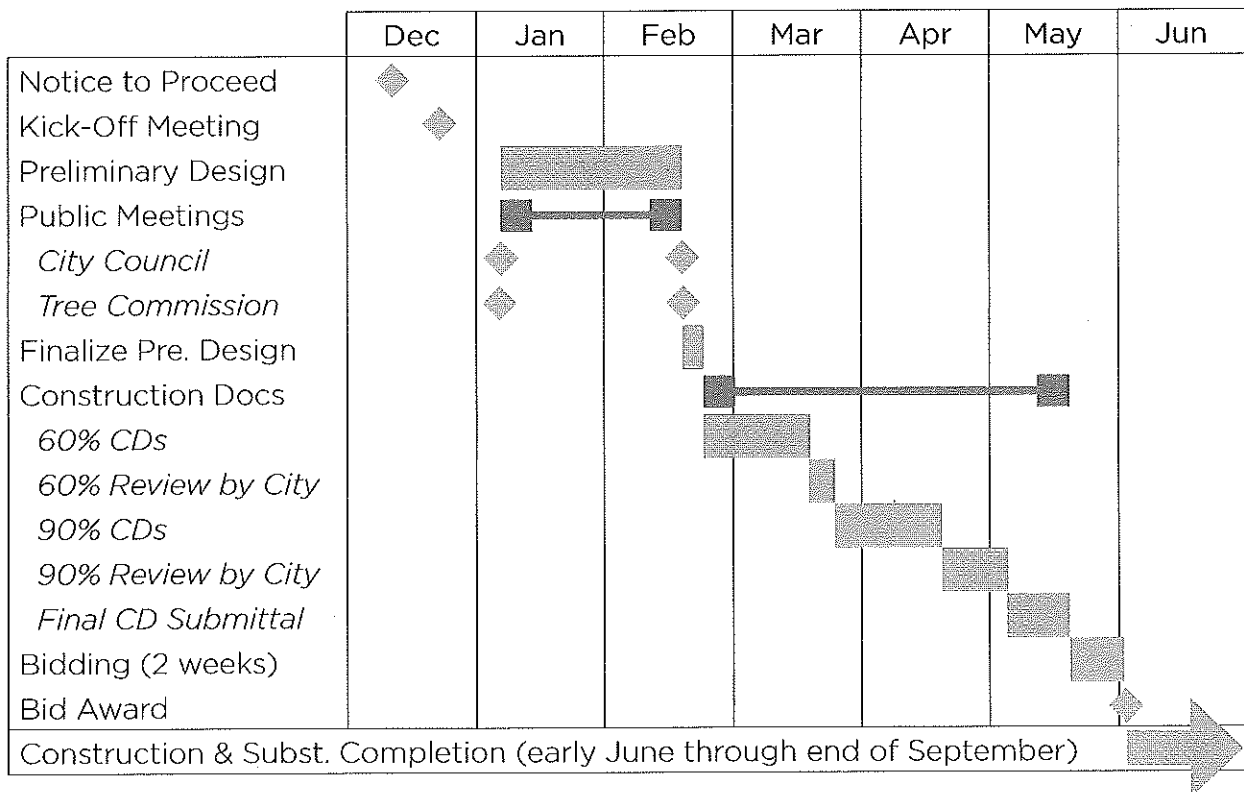
- Attend Kick-Off Meeting
- Conduct site analysis and inventory existing conditions
- Provide general project management
- Attend initial public meeting

▪ TASK 2: Concept Design

- Develop base plan
- Develop plant and materials board(s)
- Meet with City to present concept plans
- Revise per comments and present final design
- Attend second round of public meetings

▪ TASK 3: Preparation of CDs

- Prepare 60% completed plans
- Submit to City Staff for review
- Meet with City Staff to review 60% plans
- Prepare 90% plans
- Submit to City Staff for review
- Meet with City Staff to review 90% plans
- Revise plans and deliver 100% CDs



▪ **TASK 4: Construction**

- Assist the City during bidding
- Facilitate Pre-Bid, Pre-construction and Construction Progress meetings
- Provide Construction Management and Observation Services

▪ **Assumptions/Exclusions**

- Surveys provided by City
- Assume site lighting to not be part of scope of services but existing lighting will be considered and coordinated during design
- Permitting to be provided by the City
- Assume Division 1 specifications provided by the City
- Excludes cost estimates

2.2.2 SPECIALIZED EXPERIENCE AND CAPABILITIES

PROPOSED STAFF

Matt Butts, PE (Project Principal) will oversee the work in general, provide quality control and be a direct resource to City Staff. Ron Heiden, PLA, will serve as project manager and be the main point of contact for the City and oversee and coordinate the work of all team members. Kaitlin North, PLA will provide additional landscape architectural support, and Ryan Suarez, PE, will provide civil engineering support.

Ron Heiden, PLA

Project Manager/Landscape Architect

Ron Heiden has over 25 years of experience including a wide variety of public and private projects that range all over the western United States.

Education

University of Utah,
BA of Landscape Architecture

Selected Experience

- 100 Market Atrium, Portland, OR
- Ashland Creek Restoration, Ashland, OR*

- Bellevue Galleria, Bellevue, WA
- Moody Avenue Streetscape, Portland, OR
- Portland to Milwaukie Light Rail – Orange Line, Portland, OR*
- Vancouver 101 Building Corner Plaza, Vancouver, WA
- Gibbs Street Bridge, Portland, OR*
- Federal Reserve Bank of San Francisco, Los Angeles, CA*

**Kaitlin North, PLA,
LEED Green Associate
Landscape Architect**

Kaitlin is a licensed landscape architect and urban designer with nine years of experience. She provides a wide-range of project development skills from conceptual to final design.

Education

Colorado State University,
BS in Landscape Architecture

Selected Experience

- 99E Corridor & Gateway Design Plan, Canby, OR*
- Pedestrian Places Project, Ashland, OR*
- Pine Street Streetscape Plan, Central Point, OR*
- Vancouver 101 Building Corner Plaza, Vancouver, WA
- Woodburn Downtown Development Plan, Woodburn, OR*

** Denotes project completed under previous employment.*

Ryan Suarez, PE

Civil Engineer

Ryan's professional experience includes site grading, utilities, drainage calculations, site planning, and CA. His projects have utilized innovative design features for the treatment of stormwater and site drainage.

Education

University of California, San Diego,
BS in Structural Engineering

Selected Experience

- Keizer City Hall & Police & Civic Center Park, Keizer, OR
- Port of Hood River Waterfront Redevelopment - Anchor Way Roadway and Utility Extension, Hood River, OR
- Portway Avenue Improvements, Hood River, OR
- Sandy Transit Center, Sandy, OR

2.2.3 RESOURCES COMMITTED AND PAST PERFORMANCE

RESOURCES AVAILABLE

While intentionally keeping the design team small and by assigning individuals with expertise directly related to the Winburn Way Planter and Pioneer St. Triangle projects, Mackenzie also has a deep pool of civil engineers, landscape architects, architects, structural and traffic engineers whose experience we can quickly call upon to solve nearly any problem. We are licensed in multiple states and stay current with continuing education. Our entire staff frequently attends Mackenzie University, an in-house training program, that provides education on multiple facets of the design and construction industry.

RELATED PROJECTS

Mackenzie has a proven record in providing technical and design competence for this type of project. Ron Heiden, project manager and lead designer, was the landscape architect responsible for the planters, railing, pedestrian improvements and concrete detailing for the bridge replacement at Winburn Way and Lithia Creek. He was also the consulting urban design lead for the southern four miles of Trimet's Orange Line light rail extension which

included numerous locations with similar issues and design considerations similar to the Winburn Way Planter and Pioneer St. Triangle.

100 Market Atrium Repositioning

- **Location:** Portland, Oregon
- **Cost:** LA Fees - \$26,000; Landscape Construction - cost TBD

A modified atrium between two healthcare buildings. Work included design of planing, hardscape areas as well as an outdoor hospitality public space.

Bellevue Galleria

- **Location:** Bellevue, Washington
- **Cost:** LA Fees - \$29,000; Landscape Construction - unbuilt

Bellevue Galleria is a mixed-use office/retail building located in downtown Bellevue with a substantial public open space. The work to modify and enhance the public open space and entry points involved working closely with the City of Bellevue Arts Commission, Development Services staff and the owner.

Yamhill County Transit Station

- **Location:** McMinnville, Oregon
- **Cost:** LA Fees - \$10,000; Landscape Construction - \$75,000

Mackenzie provided civil and landscape architecture services to the County and Transit Agency for a new Transit Center located on Second Street in McMinnville. The work included a small office/bathroom structure, as well as the site and circulation improvements.

Fred Meyer Stadium Upgrade

- **Location:** Portland, Oregon
- **Cost:** LA Fees - \$18,000; LA Construction - cost TBD

Our landscape architects collaborated to integrate the Tri-Met transit shelter

into the overall building design to create an inviting and secure area for bus users. To address the steep slope of the street, our team developed a series of cascading terraces that create distinct and inviting places for people to wait, mark the building entries, and develop retail opportunities.

Beaverton Public Safety Building

- **Location:** Portland, Oregon
- **Cost:** LA Fees - \$15,000; Landscape Construction - \$150,000

Mackenzie's Landscape Architects provided the planting design for the proposed Beaverton Public Safety building renovation located in Beaverton, Oregon. Designed landscape areas included a detailed planting plan for the front entry conceptualized to create a sense of place by working in concert with the renovated building improvements. Planting plans were also designed for a small outdoor patio, the parking lot and a new stormwater facility. The design team worked closely with the city's arborist in an effort to seamlessly incorporate some of the existing tree walk plantings into the new design.

Progress Ridge TownSquare

- **Location:** Beaverton, Oregon
- **Size:** 20.3 acres
- **Cost:** LA Fees - \$210,215; Landscape Construction - \$3M

Mackenzie designed a series of plazas, courtyards, walkways, and community amenities to create a distinct urban character. The courtyard improvements include interactive water features,

a community garden and outdoor dining area, a vineyard, community event spaces, water fountains, seating areas, and trail connections. An interior streetscape provide traffic calming with street trees, planters, enhanced paving, and pedestrian connections. Subsequently Mackenzie was asked to provide phase II design services for the new Progress Ridge parking structure.

2.2.4 PROJECT MANAGEMENT TECHNIQUES

SCHEDULE/BUDGET CONTROL

Mackenzie develops realistic and attainable design and construction schedules to meet our clients' needs. During the design and construction process, Mackenzie will be the driving force in maintaining and ensuring that all team members adhere to the established and agreed-upon schedule. We believe the key to meeting your project schedule is appropriate staffing. With a staff of over 150, and 36 technical staff in our engineering, landscape architecture, and planning disciplines, we have the resources to choose the personnel best suited to work on it. Those individuals will remain on your project until it is completed.

QUALITY CONTROL METHODS

Quality control and project coordination begin and end with communication. Critical to Mackenzie's quality control efforts is a system of team meetings to establish project planning and regularly check progress against established budgets, schedules, and commitments. We utilize in-house staff to provide periodic peer reviews as the design develops and documents are created.

The proposer is X or is not a resident proposer as defined in ORS 279A.120.

REFERENCES

Beaverton Public Safety Building

- Location: Beaverton, Oregon
- Completed: 2013
- Reference: Police Chief, Geoff Spalding – City of Beaverton Police Department
P: 503.526.2222 | E: gspalding@beavertonoregon.gov

100 Market Atrium Repositioning

- Location: Portland, Oregon
- Completed: On-going
- Reference: Susan Sagy - W3 Partners LLC
P: 415.509.6156 | E: ssagy@w3partnersllc.com

Bellevue Galleria

- Location: Seattle, Washington
- Completed: 2013
- Reference: Robert Pittman, VP of Management Services - Madison Marquette
P: 206.322.1610 | E: robert.pittman@madisonmarquette.com

MACKENZIE COST OF SERVICES/FEE ESTIMATE FOR THE WINBURN WAY PLANTER AND THE PIONEER ST. TRIANGLE PROJECTS

TASK 1: Project Initiation & Management

- Attend Kick-Off Meeting with City Staff to discuss vision and expectations of the Project.
- Conduct site analysis and inventory existing conditions.
- Provide general project management through the course of the Project and update and coordinate with the City Project Manager according to the work plan and schedule by means of email, phone, meetings and meeting minutes.
- Attend initial public meetings with the Tree Commission and City Council during the first week of January, 2015.

TASK 1 FEE ESTIMATE - \$7,815

TASK 2: Preparation of Concept Design of Functional Landscape and Hardscape Improvements.

- Develop base plan from City-provided survey and Mackenzie site inventory.
- Create one (1) conceptual design for each area.
- Develop plant and materials board(s) to help communicate intent of plant selections, irrigation and amenities.
- Meet with City to present concept plans and reach consensus on a preferred plan. Revise per comments and present final concept designs.
- Attend second round public meeting with the Tree Commission and City Council to present concepts, gather input and prepare for Construction Document phase.

TASK 2 FEE ESTIMATE - \$7,250

TASK 3: Preparation of Appropriate Construction Documents

- Prepare 60% completed plans details and specifications for all information necessary for bidding and construction.
- Submit to City Staff for review and comment.
- Meet with City Staff to review 60% complete plans to incorporate any necessary revisions.
- Prepare 90% completed plans details and specifications for all information necessary for bidding and construction.
- Submit to City Staff for review and comment.
- Meet with City Staff to review 90% complete plans to incorporate any necessary revisions.
- Revise plans and deliver 100% complete construction documents.

TASK 3 FEE ESTIMATE = \$11,275

TASK 4: Construction Observation

- Assist the City during bidding and prepare any required addenda and answer bidder's questions promptly. Bidding to occur approximately May 1 - May 15, 2015.
- Facilitate Pre-Bid, Pre-construction and Construction Progress meetings as necessary. Provide meeting minutes of each occurrence.
- Provide Construction Management and Observation Services as necessary. Construction to occur approximately June to September.

TASK 4 FEE ESTIMATE = \$5,020

Total Fee Estimate Tasks 1-4.....	\$31,360
Expenses.....	\$2,195
Total Fees and Expenses	\$33,555

Hourly Rates:

Ron Heiden, Landscape Architect/Project Manager	\$125
Kaitlin North, Landscape Architect	\$85
Ryan Suarez, Professional Engineer.....	\$100
Tami Danisch, Landscape Designer/CAD	\$55

Assumptions/Exclusions:

- Surveys provided by City
- Assume site lighting to not be part of scope of services but existing lighting will be considered and coordinated during design.
- Permitting to be provided by the City.
- Assume Division 1 specifications provided by the City
- Excludes cost estimates



MACKENZIE.

DESIGN DRIVEN | CLIENT FOCUSED

Proposal for

Pioneer Parking Lot Landscape Improvements

City of Ashland, Oregon

Submitted by:

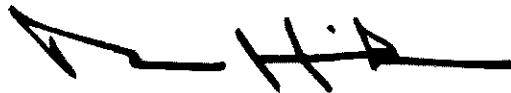
Legal Name: Mackenzie
Legal Status: Corporation
Federal Tax ID: 93-0573937
Mailing Address: RiverEast Center
1515 SE Water Ave., Suite 100, Portland, Oregon 97214
T: 503.224.9560

Primary Project Contact:

Ron Heiden, PLA | Landscape Architect
T: 503.224.9560 ext. 483 | F: 503.228.1285 | E: rheiden@mcknze.com

Authorized Signer:

Ron Heiden, PLA



11-19-14

Authorized Signer

Date

PORTLAND, OR ■ VANCOUVER, WA ■ SEATTLE, WA

ARCHITECTURE ■ INTERIORS ■ STRUCTURAL, CIVIL AND TRAFFIC ENGINEERING
LAND USE AND TRANSPORTATION PLANNING ■ LANDSCAPE ARCHITECTURE

M.

2.2.1 DEMONSTRATE TECHNICAL COMPETENCE

PROJECT UNDERSTANDING

The Pioneer St. Parking Lot has seen better days and the location requires an upgrade to revitalize the area with new plant material and to protect the plants from pedestrian travel. The parking area should also provide a welcoming, intuitive layout that provides good visual access, direction, security and appeal. Additionally, irrigation suppliers have done much in the recent past to provide newer nozzles and controls that greatly increase the efficiency of irrigation systems.

WORK BREAKDOWN

The following is a draft proposed work plan for the project. We anticipate revisions and changes after hearing from City Staff, City Council and the Tree Commission. We are flexible and willing to incorporate the vision of the combined groups to help generate a final work plan and schedule when selected.

▪ TASK 1: Project Initiation & Management

- Attend Kick-Off Meeting
- Conduct site analysis and inventory existing conditions
- Provide general project management
- Attend initial public meeting

▪ TASK 2: Concept Design

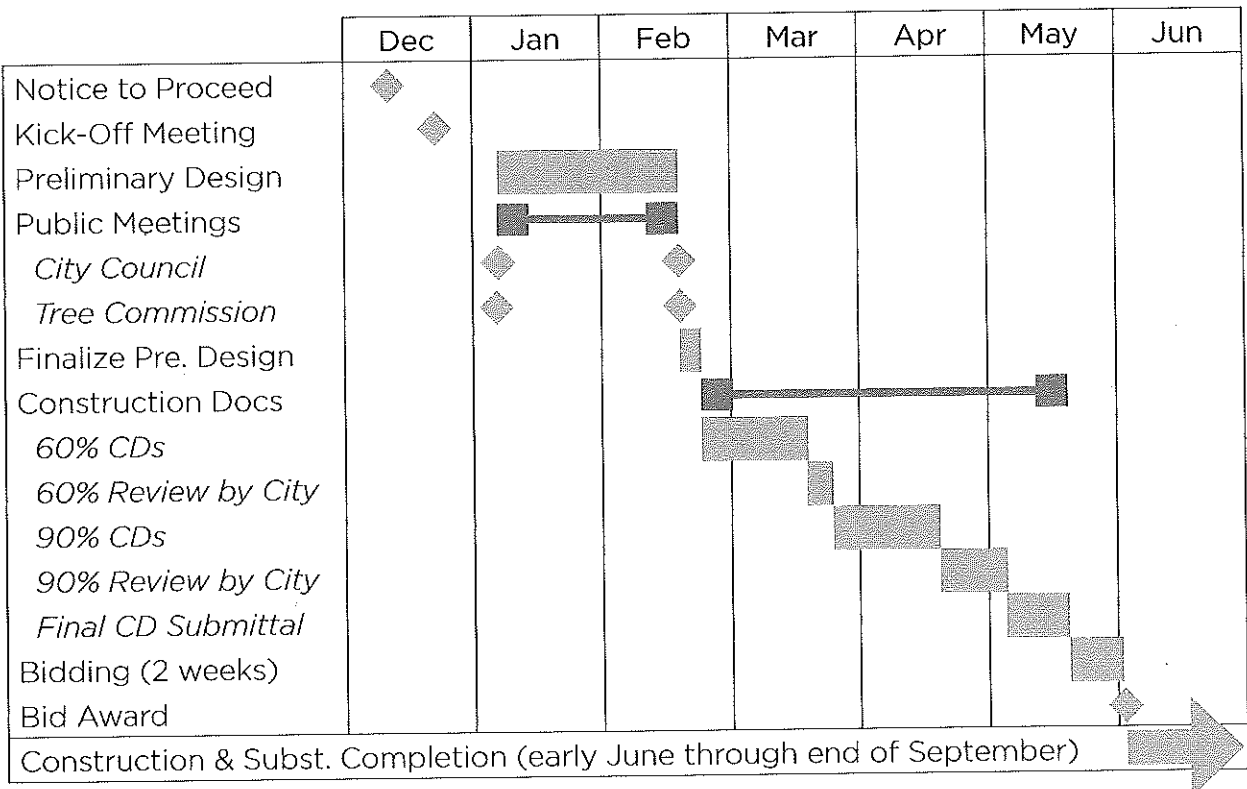
- Develop base plan
- Develop plant and materials board(s)
- Meet with City to present concept plans
- Revise per comments and present final design
- Attend second round of public meetings

▪ TASK 3: Preparation of CDs

- Prepare 60% completed plans
- Submit to City Staff for review
- Meet with City Staff to review 60% plans
- Prepare 90% plans
- Submit to City Staff for review
- Meet with City Staff to review 90% plans
- Revise plans and deliver 100% CDs

▪ TASK 4: Construction

- Assist the City during bidding
- Facilitate Pre-Bid, Pre- Construction and



- Construction Progress meetings
- Provide Construction Management and Observation Services

▪ **Assumptions/Exclusions**

- Surveys provided by City
- Assume site lighting to not be part of scope of services but existing lighting will be considered and coordinated during design
- Permitting to be provided by the City
- Assume Division 1 specifications provided by the City
- Excludes cost estimates

2.2.2 SPECIALIZED EXPERIENCE AND CAPABILITIES

PROPOSED STAFF

Matt Butts, PE (Project Principal) will oversee the work in general, provide quality control and be a direct resource to City Staff. Ron Heiden, PLA, will serve as project manager and will be the main point of contact for the City and oversee and coordinate the work of all team members. Kaitlin North, PLA will provide additional landscape architectural support, and Ryan Suarez, PE, will provide civil engineering support.

Ron Heiden, PLA

Project Manager/Landscape Architect

Ron Heiden has over 25 years of experience including a wide variety of public and private projects that range all over the western United States.

Education

University of Utah,
BA of Landscape Architecture

Selected Experience

- Camp Withycombe Master Plan. Oregon National Guard, Clackamas, OR*
- Employee Parking Lot Upgrade, Port of Portland, Portland, OR
- Gleason Boat Ramp, METRO, Portland, OR*

- Moody Avenue Streetscape, Portland, OR
- OHSU Parking Lot, Portland, OR*
- Top Golf, Hillsboro, OR
- Tri-Met Parking Lots, multiple locations, Portland, Clackamas and Milwaukie, OR*

* Denotes project completed under previous employment.

**Kaitlin North, PLA,
LEED Green Associate**

Landscape Architect

Kaitlin is a licensed landscape architect and urban designer with nine years of experience. She provides a wide-range of project development skills from concept to final design.

Education

Colorado State University,
BS in Landscape Architecture

Selected Experience

- 122nd & Halsey, Mod Pizza, Portland, OR
- Arney Road, Woodburn, OR
- Gateway Corporate Center, Gresham, OR
- New Seasons, Portland, OR
- Progress Ridge Parking Structure, Beaverton, OR
- Shady Lane, Tigard, OR
- Top Golf, Hillsboro, OR
- Vancouver 101 Building, Vancouver, WA
- ViaWest, Hillsboro, OR

Ryan Suarez, PE

Civil Engineer

Ryan's professional experience includes site grading, utilities, drainage calculations, site planning, and CA. His projects have utilized innovative design features for the treatment of stormwater and site drainage.

Education

University of California, San Diego,
BS in Structural Engineering

Selected Experience

- 122nd & Halsey, Mod Pizza, Portland, OR
- 24 Hour Fitness, Bothell, WA
- Dundee Fire Station, Dundee, OR
- PDX Economy Lot - Exit Plaza, Portland, OR
- Progress Ridge Parking Structure, Beaverton, OR
- Safeway Barbur Blvd., Portland, OR
- Safeway, Bellingham, WA
- Sherwood Industrial Park, Sherwood, OR
- Tualatin Valley Fire & Rescue Station 70, Tualatin, OR

2.2.3 RESOURCES COMMITTED AND PAST PERFORMANCE

RESOURCES AVAILABLE

While intentionally keeping the design team small and by assigning individuals with expertise directly related to the Pioneer Parking Lot project, Mackenzie also has a deep pool of civil engineers, landscape architects, architects, structural and traffic engineers whose experience we can quickly call upon to solve nearly any problem. We are licensed in multiple states and stay current with continuing education. Our entire staff frequently attends Mackenzie University, an in-house training program, that provides education on multiple facets of the design and construction industry.

RELATED PROJECTS

Mackenzie has a proven record in providing technical and design competence for this type of project. Ron Heiden project manager and lead designer was the landscape architect responsible for the planters, railing, pedestrian improvements and concrete

detailing for the bridge replacement at Winburn Way and Lithia Creek. He was also the consulting urban design lead for the southern four miles of Trimet's Orange Line light rail extension which included numerous locations with similar issues and design considerations similar to the Pioneer Parking Lot.

Progress Ridge TownSquare

- **Location:** Beaverton, Oregon
- **Size:** 20.3 acres
- **Cost:** LA Fees - \$210,215; Landscape Construction - \$3M

Mackenzie designed a series of plazas, courtyards, walkways, and community amenities to create a distinct urban character. The courtyard improvements include interactive water features, a community garden and outdoor dining area, a vineyard, community event spaces, water fountains, seating areas, and trail connections. An interior streetscape provides traffic calming with street trees, planters, enhanced paving, and pedestrian connections. Subsequently, Mackenzie was asked to provide phase II design services for the new Progress Ridge parking structure.

Safeway Barbur Boulevard

- **Location:** Portland, Oregon
- **Size:** 2.18 acres
- **Cost:** LA Fees - \$12,000; Landscape Construction - \$230,000

Mackenzie's Landscape Architects provided the planting design for the parking lot and the streetscape along two very busy Portland streets. Mackenzie's design demonstrated compliance with specific city codes regarding plant materials, trees and stormwater planting. In addition to overall planting design, Mackenzie's Landscape Architects selected site furniture and planters, and laid out a

design/build irrigation system. During construction, Mackenzie reviewed project submittals and performed on-site construction administration for planting and irrigation installation.

Arney Road/Woodburn Retail

- **Location:** Woodburn, Oregon
- **Size:** 4.5 acres
- **Cost:** LA Fees - \$18,000; Landscape Construction - cost TBD

Mackenzie's Landscape Architects provided the planting design for the parking lots, outdoor patios and landscape areas for the proposed retail site on Arney Road. The site development included mid-size retail development and pads for future restaurants. Mackenzie's design demonstrated compliance with specific city codes regarding plant materials and screening.

New Seasons

- **Location:** Portland, Oregon
- **Size:** 1 acre
- **Cost:** LA Fees - \$12,000; Landscape Construction - cost TBD

Mackenzie's Landscape Architects provided the planting design for the proposed New Seasons Market retail space on Lombard Street in Portland, Oregon. Site improvements included planting plans for the outdoor patio, parking area, storm water facilities and options for potential green roof planting. Mackenzie's design seamlessly incorporated stringent city codes regarding plant material selection, screening and storm water planting requirements within an extremely constrained site.

2.2.4 PROJECT MANAGEMENT TECHNIQUES

SCHEDULE/BUDGET CONTROL

Mackenzie develops realistic and attainable design and construction schedules to meet our clients' needs. During the design and construction process, Mackenzie will be the driving force in maintaining and ensuring that all team members adhere to the established and agreed-upon schedule. We believe the key to meeting your project schedule is appropriate staffing. With a staff of over 150, and 36 technical staff in our engineering, landscape architecture, and planning disciplines, we have the resources to choose the personnel best suited to work on it. Those individuals will remain on your project until it is completed.

QUALITY CONTROL METHODS

Quality control and project coordination begin and end with communication. Critical to Mackenzie's quality control efforts is a system of team meetings to establish project planning and regularly check progress against established budgets, schedules, and commitments. We utilize in-house staff to provide periodic peer reviews as the design develops and documents are created.

The proposer is X or is not a resident proposer as defined in ORS 279A.120.

REFERENCES

Arney Road/Woodburn Retail

- Location: Woodburn, Oregon
- Completed: On-going
- Reference: Ryan Schera, Development Manager - Deacon Development Group
P: 503.297.8761 | E: ryan.schera@deacon.com

New Seasons

- Location: Portland, Oregon
- Completed: On-going
- Reference: Ryan Schera, Development Manager - Deacon Development Group
P: 503.297.8761 | E: ryan.schera@deacon.com

MACKENZIE COST OF SERVICES/FEE ESTIMATE FOR THE PIONEER PARKING LOT PROJECT

TASK 1: Project Initiation & Management

- Attend Kick-Off Meeting with City Staff to discuss vision and expectations of the Project.
- Conduct site analysis and inventory existing conditions.
- Provide general project management through the course of the Project and update and coordinate with the City Project Manager according to the work plan and schedule by means of email, phone, meetings and meeting minutes.
- Attend initial public meetings with the Tree Commission and City Council during the first week of January, 2015.

TASK 1 FEE ESTIMATE = \$8,180

TASK 2: Preparation of Concept Design of Functional Landscape and Hardscape Improvements

- Develop base plan from City-provided survey and Mackenzie site inventory.
- Create one (1) conceptual design.
- Develop plant and materials board(s) to help communicate intent of plant selections, irrigation and amenities.
- Meet with City to present concept plans and reach consensus on a preferred plan. Revise per comments and present final concept design.
- Attend second round public meeting with the Tree Commission and City Council to present concepts, gather input and prepare for Construction Document phase.

TASK 2 FEE ESTIMATE = \$6,650

TASK 3: Preparation of Appropriate Construction Documents

- Prepare 60% completed plans details and specifications for all information necessary for bidding and construction.
- Submit to City Staff for review and comment.
- Meet with City Staff to review 60% complete plans to incorporate any necessary revisions.
- Prepare 90% completed plans details and specifications for all information necessary for bidding and construction.
- Submit to City Staff for review and comment.
- Meet with City Staff to review 90% complete plans to incorporate any necessary revisions.
- Revise plans and deliver 100% complete construction documents.

TASK 3 FEE ESTIMATE = \$12,475

TASK 4: Construction Observation

- Assist the City during bidding and prepare any required addenda and answer bidder's questions promptly. Bidding to occur approximately May 1 – May 15, 2015.
- Facilitate Pre-Bid, Pre-construction and Construction Progress meetings as necessary. Provide meeting minutes of each occurrence.
- Provide Construction Management and Observation Services as necessary. Construction to occur approximately June to September.

TASK 4 FEE ESTIMATE = \$5,020

Total Fee Estimate Tasks 1-4.....	\$32,325
Expenses.....	\$2,263
Total Fees and Expenses	\$34,588

Hourly Rates:

Ron Heiden, Landscape Architect/Project Manager.....	\$125
Kaitlin North, Landscape Architect	\$85
Ryan Suarez, Professional Engineer.....	\$100
Tami Danisch, Landscape Designer/CAD	\$55

Assumptions/Exclusions:

- Surveys provided by City
- Assume site lighting to not be part of scope of services but existing lighting will be considered and coordinated during design.
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