

Request for Qualifications

ARCHITECTURAL DESIGN SERVICES

Clackamas County Soil and Water Conservation District
221 Molalla Ave., Suite 102, Oregon City, OR 97045
www.conservationdistrict.org
(503) 210-6000

The Clackamas County Soil and Water Conservation District requests proposals for Architectural Design Services for a new District administration building, to be located at 22055 S. Beaver Creek Road, Beaver Creek, Oregon.

The deadline for submission is 4:30 p.m., on May 1, 2015, in the District's business office, located at 221 Molalla Ave., Suite 102, Oregon City, OR 97045.

Late submissions will be returned unopened.

PROPOSERS SHALL REVIEW ALL INSTRUCTIONS PROVIDED HEREIN, AS WELL AS ALL CONTRACT TERMS AND CONDITIONS.

- I. **INTRODUCTION.** The Clackamas County Soil and Water Conservation District (“District”) is a special district organized under the laws of the State of Oregon. The District wishes to engage the services of a qualified architectural design contractor to develop conceptual designs for a proposed new administration building, to be located at 22055 S. Beaver Creek Road, Beaver Creek, Oregon.

The District is a local government entity, subject to Oregon’s public contracting laws. The contract, if awarded, will be a personal services contract as defined in ORS 279C.100(5) and ORS 279A.055. In soliciting proposals, the District intends to comply with the qualification-based selection procedures described in ORS 279C.110.

Details concerning the project and proposal are contained in this document.

- II. **BACKGROUND.** The Clackamas County Soil and Water Conservation District is a non-regulatory service district that serves more than 380,000 residents in Clackamas County. The District is governed by a seven-member, elected board of directors. The District works to enhance the livability of our communities by protecting water quality, fish and wildlife habitat, and working lands.

The District currently leases approximately 2,680 square feet of office space in Oregon City, Oregon. As part of its long-term planning process, the District has acquired a parcel of land consisting of 15 acres, located at 22055 S Beaver Creek Road, Beaver Creek, Oregon. The District’s Board of Directors seeks to build a District-owned office building at this site, and to relocate the District offices to the new site no earlier than June 30, 2017 and no later than January 31, 2019.

The site contains a small farmhouse that may either be demolished or repurposed, depending on the final design.

- III. **SITE VISIT.** A visit to the proposed site of construction will be held on at 11:00 a.m. on April 1, 2015. The site visit is not mandatory.

- IV. **PROPOSED SCOPE OF WORK.** The proposed administrative facility will address the desires expressed by the Board of Directors as described in their special meeting minutes of November 4, 2014. The minutes are attached to this RFQ as Attachment A.

Ideally, the Board will receive two proposals, for a one-story and two-story building, respectively. The selected contractor will advise regarding the relative merits of each design.

- V. **QUALIFICATIONS/EXPERIENCE.** Proposers must demonstrate that they are licensed to perform architectural services in Oregon. The selected contractor shall maintain such licensure throughout the term of the contract.

To qualify for consideration, proposers must have at least five (5) years of experience designing commercial office buildings of the size and scope described in this RFQ. Qualified proposers shall be evaluated on the following criteria:

- (a) **[Up to 30 points.]** The availability of qualified staff and other resources to complete draft conceptual plans no later than August 1, 2015, with final design submitted and approved no later than December 31, 2015.
- (b) **[Up to 30 points.]** 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.
- (c) **[Up to 10 points.]** Ownership status and employment practices regarding minority, women and emerging small businesses or historically underutilized businesses.
- (d) **[Up to 20 points.]** Availability to the project locale.
- (e) **[Up to 20 points.]** Familiarity with the project locale, including but not limited to Clackamas County building and permitting requirements.
- (f) **[Up to 20 points.]** Proposed approach and management style.
- (g) **[Up to 20 points.]** Approach to using sustainable building techniques that minimize environmental impacts.

VI. **PROJECT ADMINISTRATION.** The District's Contract Administrator for this contract will be Tom Salzer, District Manager: tsalzer@conservationdistrict.org; 503-210-6001.

Contractors shall designate one point of contact for the resulting Contract.

VII. **PROPOSAL INSTRUCTIONS.** Submit two (2) paper copies of the proposal to the District in a sealed envelope, labeled "Response to Request for Qualifications for Architectural Design Services," and addressed to:

Clackamas County Soil and Water Conservation District
Attn: Tom Salzer, District Manager
221 Molalla Ave., Suite 102
Oregon City, OR 97045.

- A. **Deadline:** Proposals will not be considered if received after 4:30 p.m., May 1, 2015.
- B. **RFQ as Basis for Proposals:** This Request for Qualifications represents the most definitive statement the District will make concerning the information upon which Proposals are to be based. Any verbal information not addressed in this RFQ will not be considered in evaluating the Proposal. All questions relating to this RFQ should be addressed to Tom Salzer at (503) 210-6001. Any questions which, in the opinion of the

District, warrant a written reply will be addressed in an amendment to this RFQ that will be made available to all interested parties.

The District will not respond to questions received after 4:30 p.m. on April 28, 2015.

- C. Information Release: The District may solicit and secure background information, including references and financial information, based upon the information provided in response to this RFQ. By submission of a proposal, all Proposers consent to such activity and release the District from all claims arising from such activity.

In accordance with Oregon Public Records Law (ORS chapter 192), submitted proposals are public records subject to disclosure.

- VIII. **PROPOSAL CONTENTS.** The proposal should contain no more than twenty-five (25) pages of written material describing the qualifications of the Proposer to perform the work requested, as outlined below. Additional pages or attachments will not be considered. No waxed page dividers or non-recyclable materials should be included in the proposal.

- A. Company Information:

Provide information about the company or firm, including founding date; name; physical address; mailing address (if different); phone number; and email address. Include a brief statement describing the company's scope of services and mission statement (if any).

The page providing this information shall include a statement indicating the Proposer's willingness to participate in this RFQ, and shall be signed by a person authorized to bind the company to contractual agreements.

- *Not to exceed one (1) page.*

- B. Contact Information and Staffing:

Provide the name, phone number, and email address of the individual who would serve as the contact person for the contract. Also provide the name and a job description summary of each individual who would provide design or support services under the contract.

- *Not to exceed five (5) pages.*

- C. Proposed Project Approach:

Describe succinctly and clearly your firm's proposed approach to performing the described work.

Provide a sample timeline showing any proposed meetings with District representatives; discussions with permitting agencies, if any; and significant project milestones, including dates for deliverables. Describe which person(s) named in Section B would lead each step, and who would otherwise participate.

- Not to exceed ten (10) pages.

D. Company References, Capacity, and Experience:

List five (5) references for completed projects similar to the work described in this RFQ. Include a brief project description; location of project; and contact name, phone number, and email address.

- *Not to exceed five (5) pages.*

E. Sustainable Business Practices:

Identify sustainable business practices that your company or business uses on a regular basis. Examples include use of recycled paper, use of biodiesel, recycling of materials, etc. Explain your approach to incorporating sustainable building practices into your work.

- *Not to exceed one (1) page.*

F. Diversity in Employment and Contracting:

Include efforts your company has made on past or current projects to ensure a diverse workforce, including policies and practices to promote the hiring of women and ethnic minorities.

- *Not to exceed one (1) page.*

G. Exceptions and Comments:

To facilitate evaluation of proposals, all responding firms will adhere to the format outlined in this RFQ. Firms wishing to take exception to, or comment on, any specified criteria within this RFQ or the attached Contract are encouraged to document their concerns in this part of their proposal.

- *Not to exceed two (2) pages.*

IX. **GENERAL PROPOSAL/CONTRACT CONDITIONS.**

A. Limitation and Award: This RFQ does not commit the District to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. The District reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFQ.

B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of the District before payment for services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. The District shall pay Contractor within forty-five (45) days of receipt of an approved invoice.

- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, telephone number, and email address of an individual or individuals with authority to bind the Proposer during the period in which the District is evaluating the proposal.
 - D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of the District has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of the District; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
 - E. Equal Employment and Nondiscrimination Clause – The Clackamas County Soil and Water Conservation District (CCSWCD) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, gender, marital status, religion, sexual orientation, genetic information and political beliefs. CCSWCD is an equal opportunity employer.
- X. **EVALUATION OF PROPOSALS.** Proposals that conform to the RFQ instructions will be evaluated by a selection committee established by the District, using the evaluation criteria identified above. Interviews may be requested prior to final negotiations. The District may contact references listed in the Experience/Reference section of this RFQ.

Proposals will be assigned a score as indicated in Section V of this RFQ, and will be ranked beginning with the highest-scoring proposal, and in descending rank thereafter. The District will solicit pricing criteria from the highest-ranking proposer first, and will negotiate with the highest-ranked proposer to reach an acceptable contract amount. If the District and the highest-ranking proposer are unable to reach an agreement on contract price within a reasonable period of time, the District may, in its sole discretion, terminate negotiations with the highest-ranked proposer and enter into negotiations with the next-highest-ranked proposer, and so on until an agreement is reached.

All proposers will be notified in writing of the District's Notice of Intent to Award the contract.

The District reserves the right, in its sole discretion, to terminate all negotiations at any time prior to entering into a final agreement, and to cancel the solicitation.

- XI. **APPEAL OF CONTRACT AWARD.** Any proposer who wishes to appeal the final contract award must do so in writing within seven (7) days of issuance of the Notice of Intent to Award. Appeals must be submitted to the address below and must state the specific deviation of rule or statute in the contract award:

Appeal of Contract Award
Clackamas County Soil and Water Conservation District

221 Molalla Ave., Suite 102
Oregon City, OR 97045

The District will issue a written response to the appeal within seventy-two (72) hours of receipt of the written appeal.

- XII. **ESTIMATED TIMELINE.** The following is the estimated timeline for this contract award, if any. Dates are subject to change:

| | |
|---------------------------------------|-------------------|
| Deadline for responses to RFQ: | May 1, 2015 |
| Notice of Intent to Award: | May 22, 2015 |
| Contract Award: | June 19, 2015 |
| Project Commencement: | June 20, 2015 |
| Project Completion: | December 31, 2015 |

- XIII. **STANDARD AGREEMENT.** The successful proposer will enter into an agreement with the District substantially similar to the contract in Attachment B.

ATTACHMENT A: BOARD MEETING MINUTES (November 4, 2014)



CLACKAMAS COUNTY
Soil and Water Conservation District

Approved November 18, 2014

Clackamas County SWCD Special Meeting Minutes for November 4, 2014

Present:

Directors: Roger Fantz, Don Guttridge (Secretary), Jesse Nelson (Treasurer), Ron Oberg (Chair), Joan Zuber (Vice Chair)

Staff: Lisa Kilders, Clair Klock, Cathy McQueeney, Tom Salzer

Guest: Amy Herman

Chair Oberg called the meeting to order at 3:07.

Amy Herman (Cleary) provided a handout – a table to organize the conversation so the Board could develop some basic ideas for the building they ideally envision at the Beaver Creek Farm property. This information will be given to an architect or builder so they can provide numbers and costs associated with building to the Board.

Director Fantz pointed out some concerns that have come up repeatedly in the past:

- Question of whether the District is going to remove the existing farm house or not
- One or two stories – research on cost of elevator LULA or a lift– smaller style, hydraulic system about \$60K – company in Gladstone
- Build on the footprint of existing dwelling or elsewhere on the property
- Style – country style? Keep character of existing dwelling?

Director Zuber would prefer a two-story office. The farm property drops off at the back of the property. Maybe a second entrance can be established on ground level which could incorporate a daylight basement. She suggested the District investigate use of a “lift” rather than an elevator. As far as the house, she would prefer not to tear it down to start. She is not interested in a concrete tilt-up. What would the District require in the way of parking – what does it need legally versus what does the District want? (Based on occupancy) She would also like to hear staff input on the building.

Director Guttridge wants the building to be low maintenance, energy efficient, with ample parking (gravel, permeable pavement) by the main entrance, a larger board room for workshops which will need to be close to both the main entrance and the bathrooms. He noted that the structure needs to

be comfortable for staff, safe, have a sloped roof for good water drainage and potable tanks. He would like the building to be sustainable and low impact – the District should walk its talk. This will finally be the District’s permanent home. It should be built with flexibility for future expansion and partners. He suggests that the building be constructed in the built corner of the property. He views this as a great opportunity to demonstrate conservation practices on many levels.

General Manager Salzer recommended that the Board work thru Amy’s table as it provided structure to help them make headway at this meeting. He suggested that the Board assume that District partners will be relocating along with the District. If they don’t, the District can find another tenant. The District offices currently encompass 6000 sq. ft. for the District, FSA, and NRCS combined.

Staff present suggested that the building be sustainable and include provisions for security, that the practices utilized in construction reflect the District’s conservation values, that it have good ventilation and quiet work spaces, and that it preserve the rural character of the property and surrounding community.

Building Capacity Assumptions:

- 30 people (staff and partners)
- 8,000 – 10,000 sq. ft.
- Private offices for District Manager, financial administrative/human resources, a few other private offices/quiet work spaces. Three (3) private spaces for NRCS and FSA. (approx. 8x10)
- Two unisex bathrooms (multi stall?). Also 1 bathroom with a shower by the backdoor.
- LEED certification? Different levels. Does this really have much meaning for the District?
- Meeting space for 100 people? 2-30x20 spaces side by side with a divider? 3 spaces that could hold approx. 35 people each? Similar to Gregory Forum at Clackamas Community College. Flexibility is highly valued. Multiple meeting rooms that can be opened up into a large space. Could be used as a community meeting space.
- Reception area which could control access to work space and meeting rooms.
- Kitchen – commercial kitchen? Stainless steel, easy to keep clean, dishwasher, stove. Use for classes, demonstrations?
- A break room separate from the kitchen and meeting spaces with a hard floor
- Separate server room
- Separate HV/Cooling space, water heater, mechanical room
- Mud room/locker room
- Storage room for education materials, displays, publications, etc. – things used frequently
- Taller ceilings than a residential dwelling – ventilation, managing larger crowds, improved sound/air quality
- Windows – maximize natural lighting
- Vestibules/air locks at exterior doors (double entry)

- Wrap around porch

Building Materials:

- **Slab foundation** is most cost effective, typical for commercial business. We could still have a daylight basement/server area. Existing farmhouse does not have a “real” existing foundation. **Consensus**
- **Stick-frame building** (cheaper than steel), “Hardi Plank” siding, deep eaves **Consensus**
- Lap siding – low maintenance
- Pitched roof (NOT a flat roof!)
- **Metal roof** and rainwater catchment with some green roof for demonstration? **Consensus**
- Composite deck construction or stamped/stained concrete deck - 8” wide?

Aesthetics

- High ceilings for meeting rooms- acoustic tile
- Farmhouse-style porch
- Good heating and cooling
- Style? Traditional white “country-style” farmhouse OR lodge style w/timbers, natural colors
- Deep overhangs and gutters
- Floors? Mixed throughout building – carpet in meeting rooms for improved acoustics, wood/radiant floor in work space? Appropriate flooring for each room’s use.
- Energy efficient, adequate lighting. Natural lighting. Skylights?
- Preserve old walnut tree? Not necessarily.

Heating and Cooling

- Hot water, radiant heat in some areas like work spaces (needs to be costed). Heat pump in other areas.
- Good insulation and ventilation in walls and ceilings
- Take advantage of passive solar where possible
- Most energy efficiency District can get and still remain comfortable year round.
- Photovoltaic panels on roof – grid tied feed-back system
- On-demand hot water heater
- Energy Trust grant?
- All electric. Unless natural gas is available.
- Ceiling fans

Landscaping and Location

- Keep or remove original farm house? Two possibilities:
 1. Single story hidden in back corner of property?
 2. Two story to replace original farm house? (Ron thinks tearing down old house will be a public relations issue. Jesse – the old house is high maintenance, a money pit. District

needs to engage the public in the process, consider public perception, but not let it dictate best decisions)

- Sell the house and move it off the property? Don't tear it down – offer to the public.
- Visually screen building/parking area from Beaver Creek Road.
- Agriculture demonstration areas
- Urban conservation demonstration up near the building – water catchment, permeable surfaces
- Tree-lined driveway is highly valued by Board, staff, and community

After discussion, the Board took time to review Director Guttridge's conceptual drawings. The next step is to begin a Qualification Based Selection process (QBS) to secure an architect/designer. The District won't have any sense of costs for building at the Beaver Creek Farm for at least 60 days.

Chair Oberg adjourned the meeting at 5:59 p.m.

The Watershed Council Support Grant Committee Meeting will be held on November 5, 2014 at the District office at 2:00 p.m.

Respectfully submitted,



Cathy McQueeney

ATTACHMENT B: FORM OF CONTRACT

Clackamas County Soil and Water Conservation District

PROFESSIONAL SERVICES AGREEMENT

Architectural Design Services

THIS AGREEMENT (“Agreement”) is made and entered into by and between the Clackamas County Soil and Water Conservation (“District”), a political subdivision of the State of Oregon, and _____, an individual (“the Contractor”), and shall take effect upon signing by the parties hereto.

RECITALS

A. The District desires to obtain architectural design services for the District, and the Contractor is qualified and prepared to provide such services.

B. This Agreement establishes the scope of services to be provided by the Contractor and the compensation for such services.

AGREEMENT

1. **Engagement; Scope of Work.** The District hereby engages the Contractor for the purpose of providing the Services described in the Scope of Work, which is attached hereto as **Attachment A** and incorporated herein by reference. The Contractor accepts such engagement. This Agreement is non-exclusive. The District may engage other contractors to provide the Services herein described, and the Contractor may provide similar services to persons or entities other than the District.

2. **Term.** This Agreement shall commence as of _____, and shall terminate on _____, unless earlier terminated pursuant to Section 13 of this Agreement.

3. **No Assignment; Delegation.** The Contractor was selected for experience, skills, and abilities unique to the Contractor. Therefore, the Contractor may not assign this Agreement, nor assign any duties under this Agreement, without the express written consent of the District. Contractor may employ subcontractors or employees to assist in performance of Contractor’s duties under this Agreement, but Contractor shall be solely responsible for the performance of such subcontractors or employees and shall indemnify and hold harmless District for any and all legal obligations associated therewith.

4. **Independent Contractor.** The Contractor shall be an independent contractor for all purposes. Nothing in this Agreement shall be interpreted to create an employer-employee relationship between the District and the Contractor. The Contractor shall be responsible for any and all required state and federal tax and Social Security withholding and payment for income due or paid to the Contractor under this Agreement, and to Contractor’s employees or subcontractors. The Contractor shall be responsible for obtaining worker’s compensation

insurance, and paying premiums therefor, for the Contractor and any employees of the Contractor.

5. **Work Space, Facilities, Equipment.** The Contractor shall be responsible for providing transportation, work space, computers, printers, telephones, and any and all other facilities and equipment necessary to provide Services under this Agreement. The Contractor may lease work space and equipment from the District according to a lease agreement, which shall be separately negotiated.

6. **Hours of Work.** Except when Services to be provided under this Agreement require the Contractor to work at specified times and locations, the Contractor shall have the discretion to establish the Contractor's hours of work and the method of performing Services. Although the Contractor's work product may be subject to review and approval by the District, the District shall not be responsible for day-to-day supervision of the Contractor in performance of Services under this Agreement.

7. **Compensation.** For Services provided pursuant to this Agreement, the Contractor shall be compensated according to the Rate Schedule attached hereto as **Attachment B** and incorporated herein by this reference. Contractor shall make and keep reasonable records of work performed and expenses incurred pursuant to this Agreement and shall provide monthly invoices to the District. Invoices submitted are subject to review and approval by the District's Board of Directors prior to payment. Approved invoices shall be paid in full within thirty (30) days of receipt thereof. As a condition of compensation, the Contractor shall provide the District with a Social Security number or federal tax identification number.

8. **Expenses.** In addition to the above compensation, the Contractor shall collect reasonable expenses and costs incurred for District business, including, but not limited to, mileage, postage, copying, long distance telephone, and public notices. Mileage shall be reimbursed at the Internal Revenue Service-approved rate in effect during the term of this Agreement. Other approved expenses shall be reimbursed by the District at the Contractor's actual cost.

9. **Insurance.** The Contractor will carry Professional Liability and Automobile Liability insurance in coverage amounts, respectively, of \$1.25 million in the aggregate for the duration of this Agreement. The District shall be named as an additional insured on each policy. Certificates of insurance shall be provided to the District prior to commencement of work under this Agreement.

10. **Professional Competency.** The Contractor certifies that he or she: (1) is professionally qualified to perform the Scope of Work described or incorporated by reference in this Agreement; (2) will perform such work in a good and workmanlike manner and in accordance with the highest professional standards; and (3) will, at Contractor's expense, maintain his or her professional competency, qualifications, and any applicable licenses, throughout the duration of this Agreement. Failure to comply with any requirement described in this paragraph shall be grounds for termination by District pursuant to Section 13 of this Agreement.

11. **Ownership of Work Product.** All work products of the Contractor arising or resulting from this Agreement are the property of the District. This Agreement, and any and all records or other documents pertaining to this Agreement, including Contractor's work products, are public records and may be subject to public disclosure according to state or federal law.

12. **Fiscal Records; Access.** The Contractor shall maintain necessary fiscal records applicable to this Agreement, in accordance with the District's internal accounting principles. The Contractor shall maintain such records in a manner specified by, and accessible to, the District and duly authorized representatives of the State of Oregon or the United States government.

13. **Termination.** This Agreement may be terminated prior to expiration by either party upon 30 days' written notice of termination. Within a reasonable time of notification of termination, the Contractor shall turn over to the District all documents and other materials belonging to the District or relating to the District's business. Upon termination, the District shall pay the Contractor for fees and expenses actually incurred in performance of this Agreement prior to termination; however, the District may withhold final payment to the Contractor until any documents and other materials belonging to the District are returned. Contractor's sole remedy for early termination of this Agreement by the District shall be compensation for work actually performed by Contractor up to and including the date of termination.

14. **Indemnification.** The Contractor shall defend, save, hold harmless and indemnify the District, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses, including but not limited to attorney fees and legal costs, arising out of or relating to the Contractor's performance of his or her obligations under this Agreement.

15. **Prevailing Party Fees.** In the event of suit or action filed to enforce the provisions of this Agreement, including any appeal therefrom, the prevailing party shall be entitled to recover from the other party any and all collection costs and attorney fees incurred.

16. **Compliance with Laws.** In the performance of his or her obligations under this Agreement, the Contractor shall comply with all federal, state, and local laws; permitting procedures; regulations; executive orders; and District rules and regulations applicable to this Agreement

17. **Modification.** Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

18. **Waiver.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

19. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the services described herein.

20. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Clackamas County, Oregon.

IN WITNESS WHEREOF, the District has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents and the Contractor has executed this Agreement on the date hereinabove first written.

AGREED to this _____ day of _____, 2015.

CLACKAMAS COUNTY SOIL AND
WATER CONSERVATION DISTRICT

CONTRACTOR

Authorized Contracting Officer

Print name: _____

Attachment A TO AGREEMENT

Scope of Services

Attachment B TO AGREEMENT

Rate Schedule