



**REQUEST FOR PROPOSALS # 08 – 06
FOR
ARCHITECTURAL & ENGINEERING SERVICES:
PEDESTRIAN BRIDGE AT ONE WATERFRONT PLACE**

Solicitation Coordinator:

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*PDC encourages the participation of certified minority-owned, women-owned
and emerging small businesses in this solicitation.*

REQUEST FOR PROPOSALS INFORMATION

Request for Proposals Title: Architectural & Engineering Services:
Pedestrian Bridge at One Waterfront Place
Solicitation Number: RFP # 08-06
Solicitation Coordinator*: Daniel Spero, CPPB; Contracts Specialist
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Proposal Delivery Location**: **Portland Development Commission**
222 NW Fifth Avenue
Portland, OR 97209

*** All questions regarding this RFP must be directed to the Solicitation Coordinator identified here.**

**** To be considered for evaluation, proposals must be received by PDC by the date and time proposals are due below at the above-listed location.**

The PORTLAND DEVELOPMENT COMMISSION (“PDC” or “Commission”), the urban renewal agency for the City of Portland, Oregon is seeking competitive proposals from qualified and experienced firms for the provision of Architectural Engineering Services for a pedestrian bridge crossing NW Station Place Way and the Portland Terminal Railroad at One Waterfront Place in Portland, Oregon. PDC intends to award one (1) exclusive contract to the successful proposer in connection with this Request for Proposals (RFP).

SCHEDULE OF SOLICITATION AND CONTRACT AWARD EVENTS

PDC reserves the right to change the following dates as deemed appropriate.

Request for Proposals Issued	August 29, 2008
Deadline for Proposer Questions / Request(s) for Change(s)	September 15, 2008
Proposals Due	September 26, 2008 at 3:00 PM (Pacific Time)
Evaluation Period, Ending <i>(tentative)</i>	October 8, 2008
Notice of Intent to Award, Issued <i>(tentative)</i>	October 8, 2008
Deadline for Protest of Intent to Award	Seven (7) calendar days after Notice of Intent to Award
Anticipated Contract Execution Date <i>(tentative)</i>	October 24, 2008

NOTE: NO pre-proposal conference or meeting is scheduled for this solicitation.

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I. BACKGROUND

A. About the Portland Development Commission

For five decades the Portland Development Commission (“PDC”) has played a key role in keeping Portland one of America’s most livable cities. Created by City of Portland voters in 1958 and operating as a special purpose government, PDC brings together resources to achieve Portland’s vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy, quality jobs and housing for all.

PDC professionals are focused in the fields of real estate development, finance, construction, environmental sustainability, urban planning, project management, economic and community development, architecture, law, communications and other functions to meet our strategic objectives in three program areas:

1. Revitalization. PDC plays a key role in stimulating and supporting physical and economic development of the industrial, commercial and neighborhood districts throughout Portland in order to improve livability and expand opportunities for affordable housing and quality jobs. This is accomplished by assembling underused property and making it available for private developments; funding and oversight of new infrastructure (e.g., roads, transit, parks) as well as providing technical and financial assistance to for-profit and non-profit developers undertaking private projects that are supportive of public plans and objectives.

2. Housing. PDC administers a variety of housing development and finance programs to help meet Portland’s housing goals of providing a diversity of affordable housing types throughout the City that help support broader area and neighborhood development objectives, as well as accommodate a growing population.

3. Jobs. PDC is responsible for developing and implementing strategies and programs that facilitate retention, growth and diversification of businesses in the City that offer quality jobs. PDC offers a variety of technical and financial assistance programs to attract new businesses to the City, as well as retain and support expansion of existing businesses.

In carrying forward our mission over the years, PDC has played a major role in some of Portland’s most important landmarks, including Pioneer Courthouse Square, Pioneer Place, the Classical Chinese Garden, Tom McCall Waterfront Park, the Eastbank Esplanade, and Airport and Interstate MAX Light Rail.

In neighborhoods throughout the City, PDC has assisted over 14,000 homeowners repair or purchase their homes over the past 30 years, and provides financing for over 2,000 units of affordable rental housing annually.

In the past five years, PDC economic development programs have helped create or retain more than 10,300 jobs and various business loan programs have assisted more than 400 local business owners.



B. About the Project

The purpose of the Pedestrian Bridge at One Waterfront Place Project (“Pedestrian Bridge” or “Project”) is to provide a key link in a public pedestrian connection in the River District Urban Renewal Area between the Pearl District and access to the Willamette riverfront from Naito Parkway. This pedestrian connection will link NW Marshall Street to NW Naito Parkway via the Pedestrian Bridge across NW Station Place Way, the Portland Terminal Railroad (PTRR) tracks and a public access easement across the privately-owned property planned for development as One Waterfront Place. The Pedestrian Bridge will be publicly-owned. The work consists of providing necessary architectural and engineering services (“Design Team”) for the Pedestrian Bridge.

The Portland Development Commission has entered into an Amended and Restated Disposition and Development Agreement (“Agreement”) with One Waterfront LLC for purchase and development of property for the One Waterfront Place project at 1201 NW Naito Parkway. In the Agreement, PDC committed to design and construct the Pedestrian Bridge in coordination with and conditional upon design and construction by the development team of the One Waterfront Place project. PDC will lead the Pedestrian Bridge selected Design Team.

The Portland Design Commission approved the design for One Waterfront Place on July 17, 2008, Case No. LU 08-119516 DZM. BOORA Architects is the developer’s architect for the One Waterfront Place project. The Pedestrian Bridge was identified by the Design Commission as an important element of the ultimate development of the One Waterfront Place project. The selected Design Team will be responsible for design and permitting of all aspects of the Pedestrian Bridge, including any necessary revisions to the existing Design Review approval for the Station Place Garage site, developed and owned by PDC. Any necessary revisions to the existing Design Review approval for the planned One Waterfront Place project at the Pedestrian Bridge east landing will be prepared by the One Waterfront Place development team, but may be included as part of the Pedestrian Bridge design review application, pending confirmation of the appropriate land use review process by the Bureau of Development Services.

The selected Design Team will be responsible for design, permitting and construction administration phases of the Project, including all geotechnical, civil, structural, electrical, mechanical, architectural, landscape and urban design elements. The One Waterfront Place development team and the Pedestrian Bridge Design Team will collaborate closely on design of the east landing with regard to all site impacts, including Project foundation and utility design, to the One Waterfront Place project, with the intent to propose minimal changes to the City-approved One Waterfront site design at the east landing location; however, localized refinements and some modifications are expected. The selected Design Team will also support public participation efforts described herein.

C. Project Objectives

The primary objectives for the Design Team selected pursuant to this RFP are to design, permit and support construction of the Project in coordination with design and construction of a planned development at 1201 NW Naito Parkway, known as One Waterfront Place.

In summary, the selected Design Team will design the Project, prepare complete construction drawings, specifications and cost estimates, secure necessary entitlements, support public participation, coordinate closely with the One Waterfront Place development team, provide technical construction administration services, and may provide other related services as outlined herein, to include all engineering, bridge, site and other design expertise necessary to complete the Project, incorporating the design criteria and schedule identified below. Prior successful experience with the design and engineering of public pedestrian bridges is strongly preferred.

II. SCOPE OF WORK, PROJECT SCHEDULE & CONTRACT REQUIREMENTS

This section describes **at a minimum** what PDC expects of the selected contractor under a contract awarded from this RFP. PDC reserves the right to modify, add and/or remove certain services, subject to equitable adjustment by Contract Amendment.

A. Scope of Work

The selected Design Team shall provide professional services and perform the following tasks and activities and provide PDC with the deliverables (or work products) listed below, on a timeline generally consistent with the Project Schedule in Exhibit G as further set forth below.

1. Design Considerations

Key Design Consideration tasks include:

a. Location and Context

The design of the east and west landings of the Project must integrate into the respective Pedestrian Bridge landing sites and the area context to provide the safest and most user-friendly pedestrian experience of the bridge and acknowledge its place as a key link in a public pedestrian path connecting the Pearl District to access to the Willamette River Greenway. Important design attention will be paid to the aesthetic impact of the Pedestrian Bridge structure on its surrounding area and place-making abilities of the east and west landing sites, more fully described below.

The Pedestrian Bridge consists of the east landing, located on private property planned for the One Waterfront Place project immediately north of the Broadway Bridge, the west landing, which requires schematic design study more fully described below, and the crossing segment, which connects the landings. The Pedestrian Bridge location is generally depicted on Exhibit C. The west landing location will be located on the Station Place Garage site at 1020 NW 9th Avenue, and is assumed to be located at the corner of NW Marshall Street and NW Station Place Way, as generally depicted on Exhibit E. Note that the entire Office/Garage site is visible from the sidewalk on NW Naito Parkway, from the sidewalk on the north side of the Broadway Bridge, and from the Station Place public parking garage. The pedestrian bridge west landing site is accessible from public rights of way: NW Station Place Way and NW Lovejoy Court.

b. Bridge Use and Width

The Pedestrian Bridge is anticipated to have primarily pedestrian usage, but will also be designed to be accessible for bicyclists. The Pedestrian Bridge width is subject to City and Railroad design requirements and construction feasibility, but is assumed to be designed to a width of (10) feet clear, with a height above the railroad of (23) feet clear, and to meet ADA (American Disability Act) accessibility standards, as is the nearby Union Station pedestrian bridge, constructed in 2000.

c. Bridge Alignment Options

The Pedestrian Bridge assumed alignment is generally illustrated on the map in Exhibit C, which is included in the Agreement. It is the intent of the Commission to develop the bridge generally in keeping with the illustrated alignment (connecting NW Marshall to the One Waterfront Place plaza) if possible within available funding. The concept illustrated in Exhibit C was developed by BOORA Architects in 2001. Background information on that concept is contained in a feasibility study prepared by BOORA, *NW Marshall Street Pedestrian Bridge Feasibility Study*, available online as referenced in Exhibit F.

Since 2001, area development, transportation planning, and costs of construction have all changed substantially. In order to satisfy the Agreement, current City transportation planning

considerations, permitting requirements, and design and budget considerations identified herein, the Design Team will produce up to three schematic design alignment options, with up to two bridge types per alignment option, and accompanying cost estimates. The schematic design options will be developed in consultation with the One Waterfront development team for presentation to interested community groups and the Portland Design Commission in a Design Advice Request. A single schematic design option will be selected to proceed into design development.

d. Bridge Type

The Project has no pre-determined bridge type; however the Project Budget is constrained, which is expected to limit the bridge type. See Section II (D) of this RFP for Project Budget detail. For additional reference, PDC retained KPFF engineers to review structural design constraints at the west landing site, and also to provide an inventory of constructed pedestrian bridge types and construction costs. A copy of the report is available for review and listed in Exhibit F.

e. East Landing

The selected Design Team will work closely with the One Waterfront Place development team to coordinate design of the east landing of the Pedestrian Bridge with the One Waterfront Place site design, so as to minimize the need for revisions to the City-approved site design for One Waterfront Place. The east landing of the pedestrian bridge is to be located approximately in the area shown in Exhibit D. The developer intends to dedicate a public access easement across the One Waterfront Place property to connect the Pedestrian Bridge east landing with NW Naito Parkway right of way. Pedestrian access to the Willamette Greenway from NW Naito Parkway is currently available via the north side of the Albers Mill building, generally in the NW Lovejoy Court alignment. The east landing is to be designed to maximize pedestrian visibility, safety, and ease of travel from the One Waterfront Place project site and NW Naito Parkway.

f. West landing

The west landing of the Pedestrian Bridge is to be designed to maximize pedestrian visibility, safety, and ease of travel from adjacent and nearby public rights of way, and also to integrate to the extent possible with the existing Station Place public parking garage site, so as to minimize alterations to the existing site or facility. The preferred west landing site is at the corner of NW Marshall Street; however, should a pedestrian bridge design connecting at this location not be achievable within available funding, it will be necessary for the Design Team to develop up to two alternate schematic design options. All design options must assume the primarily pedestrian route to/from the Pearl District will occur along NW Marshall Street, and at least two, including the preferred west landing site, must be buildable completely within the boundaries of the Station Place Garage site owned by PDC except for options for intermediate columns that may be able to sited along the right of way.

A physical connection to provide direct access to/from the existing garage may be explored. The selected Design Team will be encouraged to identify opportunities for future connections outside the scope of this Project that could enhance access by pedestrians or cyclists to the Project, for possible consideration by the Commission or the City's Office of Transportation at a future time.

g. Design Criteria

The following design criteria must each be incorporated into all schematic design options:

- Maximize pedestrian visibility, safety, and ease of travel day or night from adjacent and nearby public rights of way;
- Integrate landing designs so as to minimize alterations to the existing site or site design;

- Utilize shortest possible bridge span across the railroad tracks from the east landing site - to create highest likelihood that pedestrian bridge can be designed and constructed within the limits of currently available funding and to maximize project funds available for design enhancements other than bridge size;
- Maximize implementation of and linkage with planned pedestrian and bicycle facilities identified by the City's Department of Transportation (PDOT). The Design Team will be encouraged to identify design elements to enhance these linkages, such as to signal continuation of a public pedestrian path from City rights of way to the Willamette greenway, and to enable ease of accessibility to bicyclists traveling along designated City bike routes;
- Maximize user experience, sense of place, and most directly connect the public, visually and otherwise to the river by considering user views from bridge alignment, either direct view of Willamette River, or to/from other visual landmarks in the area;
- Consider visual impact of Project on the surrounding area, and views from other area pedestrian bridge routes: Broadway Bridge, Union Station Bridge, and the planned bridge to connect Centennial Bridge to the forthcoming Pearl District Neighborhood Park;
- Minimize life cycle costs for operation and maintenance of the bridge;
- Fulfill Railroad and Oregon Department of Transportation (ODOT) over-crossing requirements; and
- Implement the Commission's Green Building Policy and maximize opportunities for the Project to implement and demonstrate principles of environmental sustainability to the extent possible within available funding.

Deliverable(s): None, background information and objectives.

2. Programming Phase

Key Programming Phase tasks include:

a. Due Diligence

Assemble and review all available information pertaining to design and development of the Project, including the east and west bridge landing sites, City right of way and railroad crossings; photograph and evaluate existing conditions of the site; and prepare a written summary of Project design parameters and draft design work program. Anticipate 1 (2) hour meeting with PDC staff to present Deliverables.

b. West Landing Design Coordination

Participate in a kick-off meeting with PDC staff and One Waterfront developers to review Project design parameters, and identify actions necessary to refine west landing site location, configuration, and other west landing site design coordination issues. Anticipate one (1) 2-hour meeting with PDC staff and One Waterfront development team.

c. Pre-application Design Conference

Prepare materials for and attend a Pre-application Conference with Bureau of Development Services (BDS). Anticipate one (1) 2-hour meeting PDC/BDS.

d. Railroad Scoping Meeting.

Meet with Railroad (RR) representatives to scope design criteria and crossing permit requirements. Anticipate one (1) 2-hour meeting with PDC/RR.

e. Final design Work Program and Schedule

Incorporate all findings into written Final Design work program, detailed schedule and budget for design and permitting phases. Anticipate one (1) 2-hour meeting with PDC staff to present Deliverables.

Deliverable(s):

Deliverables to be provided by Design Team to PDC for the tasks and activities described in this section include:

- Summary of Project Design Parameters
- West-landing Design Coordination Meeting
- Railroad Scoping meeting
- Pre-Application Design Conference Meeting and preparatory materials
- Letter Report to Include Final Design Parameters, Work Program, Detailed Schedule and Budget for design and permitting phases - 3 hard copies (plus one electronic).

3. Schematic Design (SD) Phase

Upon approval of Letter Report by PDC, key SD phase tasks include:

a. Schematic Design Options

Prepare up to three schematic design alignment options, with up to two bridge types per option, to illustrate site plan and elevation views. Prepare SD level cost estimates for each option illustrated. Anticipate (2) 2 hour meetings with PDC staff.

b. Public meeting(s)

Prepare presentation materials and present schematic design options to up to two neighborhood/community groups prior to Design Advice Request hearing. Anticipate two (2) 2-hour evening meetings.

c. Design Advice Request

Prepare materials for and present Schematic design options to Portland Design Commission in a Design Advice Request. Anticipate one (1) 2-hour Design Advice Hearing.

d. Design selection

Prepare summary of Project design options, neighborhood and Design Commission feedback for review with PDC staff. Anticipate three (3) 2-hour meetings with PDC staff and others as determined by PDC.

Deliverable(s):

Deliverables to be provided by Design Team to PDC for the tasks and activities described in this section include:

- Plan and elevation drawings for (3) schematic design alignment options with up to (2) bridge types each - 3 hard copies (plus one electronic PDF).
- SD level cost estimates for each design option and bridge type
- Public meetings and preparatory materials
- Design Advice Request and preparatory materials
- Design Selection review meetings and preparatory materials

4. Design Development (DD) Phase and City Design Review

Upon selection of final SD design by PDC, key DD phase and City Design Review tasks include:

a. 60% Design Development and Preliminary Cost Estimate

Prepare 60% DD drawings to include plan view, elevations and preliminary structural design. PDC will schedule informal consultation with BDS or other Bureau staff as needed to discuss key design considerations. Meet with PDC's project manager, PDC's Sustainability Coordinator and the Office of Sustainable Development to review opportunities for incorporating green design/sustainable elements. Note the project is **not** intended to be U.S. Green Building Leadership in Energy and Environmental Design ("LEED") certified. Perform 60% DD cost estimate based on completed drawings. Deliverables include 3 hard copies (plus one electronic) of drawings and preliminary cost estimate. Anticipate one (1) 2-hour review meeting with PDC and one separate (2 hour) meeting with the One Waterfront Developer team to review 60% DD. PDC will determine type of bridge structure and make other major design decisions.

b. 90% DD Design Review Submittal

Prepare and submit an application to the Bureau of Development Services for City Design Review of the Project. A Type III Review will be required. Consultant shall prepare all required documents and presentation materials. Graphics should include plans, cross sections, elevations and presentation graphics that include vignettes depicting the proposed bridge. Deliverables include coordinate with BDS staff, One Waterfront Development, and others as necessary to develop all narrative, plans, and details required to submit a complete application.

Present Design Review materials to neighborhood groups in advance of Design Review Hearing. Anticipate up to three (3) 2-hour evening meetings.

Attend Design Commission meeting with PDC to present the Project and assist in answering any questions. PDC will pay Design Review application fees.

c. 100% Final Design Development Drawings, Renderings and Preliminary Cost Estimate

Make any revisions to 90% DD design based on comments and input from Design Commission as directed by PDC and prepare 100% DD. Prepare a list and identify potential Value Engineering (VE) items and potential Add/Deduct Alternatives. Perform 100% DD cost estimate based on completed drawings, VE and Add Alternate items. Deliverables include 3 hard copies (plus one electronic) of DD drawings; preliminary cost estimate and Project Rendering, up to 3 views, in 3 small format hard copies plus electronic format. Anticipate one (1) 2-hour review meeting with PDC and one separate (2 hour) meeting with the One Waterfront Developer team to review 100% DD.

Deliverable(s):

Deliverables to be provided by Design Team to PDC for the tasks and activities described in this section include:

- 60% Design Development drawings and preliminary cost estimate for the selected alignment option and bridge type - 3 hard copies (plus one electronic PDF).
- 90% Design Development drawings, presentation renderings and preliminary cost estimate for the selected alignment option and bridge type - 3 hard copies (plus one electronic PDF).
- Public meetings in advance of Design Review Hearing and preparatory materials
- Design Review Submittal and preparatory materials
- Design Review approval and preparatory materials

- 100% Design Development drawings, presentation renderings and preliminary cost estimate for the selected alignment option and bridge type - 3 hard copies (plus one electronic PDF).

5. Construction Document (CD) Phase

Upon approval of 100% DD drawings by PDC, key CD phase tasks include:

a. 60% Construction Documents and Preliminary Cost Estimate

Prepare 60% CD drawings and draft technical specifications (except for Division 0 & 1 general sections) to include all necessary plan view, section and details anticipated for the project. CD's shall use CSI new MF-04 MasterSpec format. Initiate any Right of Way permit design work as may be necessary for street, storm and or utility work on Station Place landing point. Update the list of potential Value Engineering (VE) items and potential Add/Deduct Alternatives. Perform 60% CD cost estimate based on completed drawings, VE and Add Alt items. Deliverables include 3 hard copies (plus one electronic) of drawings, technical specifications and preliminary cost estimate. Anticipate one (2 hour) review meeting with PDC and one separate (2 hour) meeting with the One Waterfront Developer team to review 60% CD. PDC will make final decisions on VE items and Add/Deduct items.

b. 90% Construction Documents and Preliminary Cost Estimate

Make all changes requested after review of 60% CD drawings and technical specifications. Prepare 90% CD drawings and draft technical specifications (except for Division 0 & 1 general sections) to include all necessary plan view, section and details anticipated for the project. CD's shall use CSI new MF-04 MasterSpec format. Perform 90% CD cost estimate based on completed drawings, VE and Add Alt items. Deliverables include 3 hard copies (plus one electronic) of drawings, technical specifications and preliminary cost estimate. Anticipate one (2 hour) review meeting with PDC and one separate (2 hour) meeting with the One Waterfront Developer team to review 60% CD. PDC will make final decisions on VE items and Add/Deduct items.

c. 100% Final Construction Documents and Final Cost Estimate

Make all changes requested after review of 90% CD drawings and technical specifications. Prepare 100% CD drawings and draft technical specifications (except for Division 0 & 1 general sections) to include all necessary plan view, section and details anticipated for the project. CD's shall use CSI new MF-04 MasterSpec format. Perform 100% CD cost estimate based on completed drawings, VE and Add Alt items. Deliverables include 3 hard copies stamped by registered A/E (plus one electronic) of drawings, technical specifications stamped by registered A/E and final 100% CD cost estimate. 100% Drawings and technical specifications will become the property of the PDC. The Proposer shall be released from responsibility for future work done using these drawings not directly involving the Proposer.

Deliverable(s):

Deliverables to be provided by Design Team to PDC for the tasks and activities described in this section include:

- 60% set of construction documents and preliminary cost estimate (3 hard copies plus one electronic PDF) for the approved design.
- 60% set of construction documents and all required application materials submitted to Railroad and ODOT, with 3 hard copies plus one electronic PDF of application materials to PDC
- 90% set of construction documents and preliminary cost estimate (3 hard copies plus one electronic PDF).

- 100% set of construction documents and final cost estimate (Bid Set) – one (1) signed original copy, three (3) hard copies and one (1) electronic PDF).

6. Entitlements

As outlined above and prior to construction, firm shall assist PDC in obtaining all necessary entitlements and permit approvals necessary to construct the Project, as follows:

a. City Design Review approval, as outlined above.

b. General Building Permit

Assist PDC in application to the Bureau of Development Services (BDS) for permit review. Attend any pre-application meetings and other visits to BDS as required to complete plans and specifications as directed. Make changes to the permit set to address code-required changes identified during the permit review process. Revise any drawings and prepare final Construction Set of drawings and technical specifications. PDC shall pay all application fees and any system development charges.

c. Railroad and ODOT Over-Crossing Permits and Approvals

Assist PDC in application to the Railroad authorities and ODOT for over-crossing permit. Attend any pre-application meetings with Railroad or ODOT representatives as required to complete plans and specifications as directed. Make changes to the permit submittal drawing set to address any requirements identified during the permit review process. PDC shall pay all application fees for Railroad and ODOT permits.

d. PDOT & BES ROW Permits

Assist PDC in obtaining all Portland Department of Transportation (PDOT) and Bureau of Environmental Services (BES) Right of Way permit design work as may be necessary for street, storm and or utility work at the Station Place landing point.

e. Other

Assist PDC in obtaining any other necessary Utility Permits to include but not limited to Electric, Water, Gas; and assist with the easement on the One Waterfront Place project site.

Deliverable(s):

Deliverables to be provided by Design Team to PDC for the tasks and activities described in this section include:

- Approved BDS General Building Permit
- Railroad Permit and ODOT Over crossing Permit
- PDOT & BES ROW Permits
- Other Permits and Approvals

7. Technical Assistance in Bidding Phase

Attend a pre-bid meeting with potential bidders as directed by PDC. Prepare any technical response to construction contractor questions, substitution requests, and to enable PDC to generate any Addenda. Anticipate 3 Addenda during the bid period. Note PDC intends to bid construction work as a lump sum, low bid project and will likely require pre-qualifications of prime contractor. PDC will perform all actions to assemble bid package, advertise, select and award the construction contract.

Deliverable(s):

Deliverables to be provided by Design Team to PDC for the tasks and activities described in this section include attendance at pre-bid meeting and all technical assistance described in this Section 7.

8. Construction Administration (CA) Phase

Upon construction contract award and issuance of Notice to Proceed by PDC, firm shall perform the following tasks. Construction period is anticipated for 12 months. Note PDC will provide overall Construction Project Management services to include contract management, payments, Special Inspection Services and Environmental Oversight Services:

a. Review and Respond to:

Submittals, Request for Information, Substitutions, Architectural Supplemental Instructions, Design Build, Proposal Requests and Change Order Requests. All information to/from construction contractor will flow through PDC Construction Project Manager.

b. Attend Weekly On-Site Construction Meetings and Field Observations:

Participate in weekly on-site meetings, anticipate 1 hour meeting plus 4 hours field observation weekly. Respond to any technical issues and observe work for general conformance with contract documents. Advise PDC Construction Project Manager of any and all technical issues.

c. BDS, PDOT and BES Deferred Submittals (if any):

Coordinate and prepare any technical information necessary for permit deferred submittals necessary to obtain final approval. General contractor will be responsible for obtaining any and all specialty permits.

d. Substantial Completion and Closeout Documents.

Participate in substantial completion punch-list walkthrough, prepare technical punch-list items for PDC Construction Project Manager. Re-inspect any punch-list work as directed by PDC. Review any technical closeout documents to include contractor furnished as-built drawings, O&M manuals and manufacturer warranty information (if any). Electronic “as-builts” will not be required from the firm.

Deliverable(s):

Deliverables to be provided by Design Team to PDC for the tasks and activities described in this section include construction administration services and construction coordination activities as described in this Section 8.

B. Project Schedule

The anticipated Project schedule for the Pedestrian Bridge is shown in Exhibit G.

The Agreement calls for the Pedestrian Bridge construction to be complete by the time the One Waterfront project receives a Certificate of Occupancy. Actual schedule milestones must be closely coordinated with the One Waterfront development team, for work integration and practicability. Key Project milestones include:

- ❖ Design Advice Request (DAR) Hearing by December 15, 2008
- ❖ Design Review submittal by February 27, 2009
- ❖ 100% Construction Documents by August 14, 2009
- ❖ Request for Bids by October 1, 2009
- ❖ Construction Contract executed by November 27, 2009

C. Contract Requirements and Term

The proposer selected for contract award from this RFP will be invited to enter into a Personal Services Contract (the “Contract”) with PDC. The terms and conditions that will govern the Contract can be found in Section VII of this RFP, “Standard Contract Terms & Conditions.”

PDC reserves the right to modify any terms and conditions prior to the execution of the Contract.

The initial "Not to Exceed" value of the awarded contract will be based on the sum of all proposed costs, including staff/hours and applicable billing rates as well as reasonable reimbursable expenses. Any subsequent escalation of billing rates, contract value and/or term will be implemented with an Amendment to the Contract. Design Team's personnel and reimbursable expenses, up to the Not to Exceed value, will be payable on a time and materials basis.

The Contract will become effective upon execution by both parties; commencement of work will be ordered upon issuance of a Notice to Proceed (NTP) by PDC to the selected Design Team. The Contract is anticipated to be executed and NTP issued on or about October 24, 2008. The parties have the option to mutually extend the contract term if work is not completed by this date.

D. Contract Budget

The anticipated value of the contract awarded from this RFP is approximately \$250,000 - \$350,000.

The Commission's Adopted Budget for the One Waterfront Place project is a total \$8.5 million. Of this amount, \$4.0 million is committed in the Agreement for construction gap financing for the parking garage, and is not available for the Pedestrian Bridge project. \$4.5 million is committed in the Agreement for site improvements, the largest of which is the Pedestrian Bridge.

The development budget for the Pedestrian Bridge and other site improvements is fixed, and may not be exceeded without Commission Board approval. Commission approval of a significant change in the budget for the One Waterfront Place project would be expected to require other changes to the project priority list established for the River District Urban Renewal Area, and would result in impacts to other planned Commission projects and activities. It may become necessary in the course of the Project to seek Commission Board approval of a budget change for the Project; however any such action would require that all efforts be exhausted to deliver the Project within the Adopted Budget.

For these reasons, the total budget for Pedestrian Bridge design and construction is limited to a total \$3.5 million. Of this amount:

- The anticipated total hard cost of construction of the pedestrian bridge is \$3,200,000; and
- The anticipated value of a contract awarded from this RFP is approximately \$250,000 - \$300,000.

All other Commission funds budgeted for the Project are set aside for due diligence, environmental services, other committed site improvements, permitting and other fees including 2% for Art, and project contingency. Notwithstanding the Project funding status described herein, the Proposal shall include the Proposer's complete estimated cost to perform the work described in this RFP.

E. Resources to be Provided by PDC TO SELECTED DESIGN TEAM

In support of this project, PDC will provide the following materials to the selected Design Team:

- Topographic survey of both east and west landing points, as-built drawings of Station Place Garage (west landing) and other site development drawings as developed with One Waterfront developer team (east landing).

- All available documentation such as drawings, information and studies that are pertinent to the project. A list of available background documents is included in Exhibit F.
- Provide meeting and project coordination as necessary.
- Review and respond to draft work products within 7 days unless otherwise specified or agreed to.
- Make payment of necessary land use and other permit fees.
- Provide for and coordinate any requirements for 2% for arts.
- Coordinate any and all public involvement and interaction with One Waterfront development team.
- Provide all construction procurement services to include: assembly of bid documents, general conditions, special conditions, print bid documents, bid, advertise, pre-qualifications, pre-bid meeting, issue addenda, coordinate substitutions and clarifications, open, review and award construction contract.
- Provide all construction project management services to include: manage construction contractor and construction, manage flow of all submittals, request for information, architectural supplemental instructions, request for changes, pay applications, field change directives, change orders, issue substantial and final completion, closeout, final acceptance and warranty.
- The Pedestrian Bridge will be located on brownfield properties both east and west landing points. PDC by separate contract will provide all environmental and remediation oversight services to meet DEQ requirements; provide all environmental specifications for integration into the technical specifications; provide all necessary contaminated media management plans; review all contractor Health and Safety Plans; obtain any necessary DEQ approvals and No Further Action letters; and provide any and all other environmental oversight services and coordination with DEQ as may be necessary for this project.

III. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated in accordance with the following Submittal Requirements and Evaluation Criteria. **Please organize the proposal corresponding to the order of the sections below.** Responses should be of sufficient length and detail to demonstrate the proposer's understanding of the requirements described in Section II of this RFP, "Scope of Work." See also Section IV (2) of this RFP, "Instructions to Proposers," for overall proposal preparation and submission directions.

All submittal requirements listed as **"Mandatory"** below must be addressed in sufficient detail in a proposal submitted in response to this RFP. **Proposals that do not address all mandatory submittal requirements of this RFP will be considered non-responsive and will not be evaluated.**

A. Cover Letter

(Submittal Requirement – **Not Scored, but Required**)

In a one (1) page cover letter, provide a summary of your proposal. This cover letter should include a brief history of your firm, a short biography of the lead or primary person servicing PDC and a brief description of the services your firm proposes to provide PDC. Additionally, include the mailing address, phone and fax numbers and email address of the individual signing the cover letter as well as contact information for your firm's primary contact for this RFP, if different.

B. Qualifications and Experience of Design Team

(Mandatory Submittal Requirement – **10 Maximum Points**)

Provide a description of your team's experience in providing services similar to those described in this RFP. For this section also include:

- Number of years proposer's firm has been in operation and number of years proposer's team, including sub-consultant team members, has been providing all services proposed
- Brief description of similar projects performed in the past five (5) years that best characterize proposing team's capabilities
- Describe proposer's quality assurance and cost control methods in relation to the Scope of Work as described in Section II of this RFP
- Indicate the proposer's management and organizational capabilities, particularly with regards to staff and resource capacity to respond to critical deadlines and complex scope requirements on short notice
- List similar services proposer's team, including sub-consultant team members, has provided to other public agencies

Additionally, list four (4) current or immediate past project references, for projects of similar depth and scope as described in this RFP; PDC may contact regarding your team's capacity to perform the services described in this RFP. Please include your reference's company name, a contact person with phone number and email address and a description of the services provided for this reference. References may or may not be contacted at PDC's discretion. PDC reserves the right to use any information or reference we may discover, including information based upon our own experience, in evaluating any proposal. Please limit only 1 reference from a former PDC project.

C. Qualifications and Experience of Key Personnel
(Mandatory Submittal Requirement – **20 Maximum Points**)

Provide a short but complete profile for each key individual and/or sub-consultant you propose to perform specified tasks under an awarded contract—including their education, work history and other pertinent professional qualifications and certifications (**limit: one page per person**). Personnel résumés may be used for this section, but are not required.

For this section, also provide the following:

- *Management Approach:* Describe the overall management approach to the Project Team and of all activities required in the Scope of Work, including management objectives and techniques that demonstrate how the work requirements will be met on time and within budget
- Describe the Project Manager's experience with similar projects
- Describe any sub-consultants role with the project team
- Provide an organization chart of the proposed project team

All proposer personnel initially assigned to provide services through a contract awarded from this RFP and listed in proposer's proposal are expected to be available during the term of the contract. By submitting a proposal in response to this solicitation, proposer warrants that no contract member shall be replaced during the contract term without the consent of PDC.

D. Project Methods and Approach
(Mandatory Submittal Requirement – **35 Maximum Points**)

Provide a clear and concise description of the approach and methodology your firm proposes to complete all requirements listed in the Scope of the Work of this RFP.

For each phase of work described in Scope of Work of this RFP, include the following:

- Describe your 1) key proposed work tasks and activities; 2) key approach and methods that will be used to accomplish these tasks and activities; and 3) key specific personnel and/or subconsultants assigned to project tasks and activities
- Describe the proposed work product or deliverable that will result from each task or activity
- Identify the time frame estimated to complete each phase of the project
- Describe how quality control and risk mitigation will be addressed in your work and that of subconsultants (if applicable)
- Describe any innovative, creative or alternative approaches that can be used to optimize budget, schedule and scope
- Provide a summary statement describing how your proposal will accomplish the stated Project Objectives

E. Price Proposal
(Mandatory Submittal Requirement – **20 Maximum Points**)

Propose the total estimated cost for all services to be provided under a contract awarded from this RFP.

Total estimated cost must include:

- **Hourly rates of each proposer personnel** assigned to perform work under an awarded contract as well as the **estimated number of hours** each personnel will be expected to complete each task. Include rates for any and all subcontractors and/or sub-consultant personnel. **A range of hourly rates is not acceptable.**
- Any direct, indirect and **reimbursable expenses**, including those of subconsultants. Indicate if reimbursable expenses will be billed at cost or cost plus a specified mark-up percentage.

To facilitate evaluation, the budget should be itemized according to the major task headings according to the Scope of Work of this RFP. Proposers may complete “Exhibit A” for this section, but are not required to. All unspecified costs shall be borne by selected contractor.

Travel Expenses. If travel will be required to complete services on a contract awarded from this RFP, provide a summary of such travel. This summary shall include: 1) destination(s); 2) names and titles of staff traveling; 3) travel days, plus days onsite; 4) cost per staff and 5) total travel cost. If awarded a contract from this RFP, contractor must receive prior written authorization from PDC for all such travel. Except for meals, contractor shall provide PDC with receipt copies of all travel expenses for which reimbursement is sought. PDC will reimburse Contractor’s travel expenses only when the travel is essential to the normal discharge of Contractor’s obligations on an awarded contract. Contractor shall conduct all travel in the most cost-efficient and cost-effective manner, resulting in the best value to PDC and the public. Proposed travel expenses shall be limited in the following manner:

- Airfare shall be calculated at the most cost-efficient round-trip coach rate;
- Rental vehicles shall be limited to economy or compact-sized rented vehicles;
- Hotel stay shall be at moderate standard room rate;
- Meals and incidental expenses shall be calculated using the current [GSA per diem rate](#) for Portland, Oregon (\$49 per day as of August 1, 2008).

Escalation of Contractor Rates. All pricing shall be protected for the first twelve (12) month period of an awarded contract. Requests for changes to contract pricing shall only be considered on an annual basis and shall be subject to PDC approval. Requests for contract pricing change shall only be proposed in proportion to increases in the selected contractor’s costs for the contracted positions and must be submitted in writing to the PDC contract manager no less than forty-five (45) days prior to the anniversary date of the contract. Such requests must include documentation that clearly demonstrates increased costs to the contractor that are verifiable. If the request is approved, the parties will agree to the approved contract price increase by a written Amendment to the contract. The price increase will be effective once the contract Amendment has been executed.

F. Promotion of M/W/ESB Firms in Subcontracting Opportunities
(Mandatory Submittal Requirement – **15 Maximum Points**)

PDC seeks to extend subcontracting opportunities to State of Oregon-certified Minority Business Enterprises, Women Business Enterprises and Emerging Small Businesses (M/W/ESBs) in order to promote their economic success and growth. PDC values, supports and nurtures diversity and encourages any firm contracting with PDC to do the same. All proposers shall address the following in their proposal:

- Provide a narrative description of your firm's *past* experience in promoting participation of State of Oregon-certified minority-owned, women-owned and/or emerging small business (M/W/ESB) enterprises as partners, subcontractors and/or suppliers on previous contracts. Discuss any innovative or notable methods that your firm has undertaken to provide business opportunities to M/W/ESB firms.
- Provide a description of your firm's *proposed and future efforts* in promoting utilization of State of Oregon-certified M/W/ESB firms, including your plan to include any M/W/ESB firms as subcontractors on a contract awarded from this RFP.

All proposers are encouraged to do one or more of the following to learn more about the M/W/ESB-certified firms:

- a) View the [OMWESB website](#) for a list of State of Oregon OMWESB-certified firms;
- b) Attend the Oregon Association of Minority Entrepreneurs (OAME) Architects, Engineers, Professional & Technical (AEPT) meeting. For more information, see [OAME's website](#);
- c) Contact John Classen at (503) 823-3637 on the M/W/ESB Team for PDC or log on to [our website](#) to learn more about some of the community resources available to assist you in identifying potential subcontractors or subconsultants for your team.

G. Proposer Certification

(Submittal Requirement – **Not Scored, but Required**)

Please read, detach, sign and return Section VIII of this RFP, "Proposer Certification," with your proposal.

Summary of Mandatory Submittal Requirements & Evaluation Criteria

Evaluation Criteria (Mandatory Requirements)

1. Qualifications and Experience of Design Team
2. Qualifications and Experience of Key Personnel
3. Project Methods and Approach
4. Price Proposal
5. Promotion of M/W/ESB Firms in Subcontracting Opportunities

Maximum Points

- 10 Points**
20 Points
35 Points
20 Points
15 Points

=====

Total: 100 Points

Other Submittal Requirements

6. Cover Letter
7. Proposer Certification

Not Scored, but Required
Not Scored, but Required

IV. INSTRUCTIONS TO PROPOSERS

All proposals submitted in response to this RFP are subject to the provisions and requirements set forth in this RFP. All matters not specifically outlined in this RFP, or a subsequent contract entered into, shall be governed by PDC's Local Contract Review Board (LCRB) Administrative Rules as well as applicable Oregon Revised Statutes (ORS) and other pertinent rules concerning procurement and contracting at PDC.

1. **Reservation of Rights:** PDC, in its sole discretion, reserves the right to amend, modify, extend the deadline or cancel this RFP; to reject any or all proposals received in response to this RFP; to decide whether a proposal does or does not substantially comply with the requirements of this RFP; to waive any minor informality or irregularity of any proposal; and to obtain references regarding any proposer's past performance from any source. Neither issuance of this RFP, nor evaluation of any or all proposals, obligates PDC to award a contract from this RFP.
2. **Proposal Preparation and Submission Instructions:** Proposals submitted in response to this RFP shall be of sufficient length and detail to demonstrate that the proposer has a thorough understanding of the needs of the project described in this RFP.
 - Proposers shall submit **ONE (1) ORIGINAL** of all proposal pages; **five (5) photocopies** of the same pages; and **one (1) electronic copy**, on CD-ROM, in either Adobe Acrobat or Microsoft Word, which must be received by PDC no later the Proposal Due Date and Time at the location listed under "Request for Proposal Information" above. **The original proposal must bear an original ink signature and shall be marked "ORIGINAL."**
 - Proposals must be typewritten on 8.5" x 11" white paper and in no less than 10-point typeface. No oral, email or facsimile proposals will be accepted.
 - Unnecessarily elaborate proposals, beyond that sufficient to present a complete and succinct proposal, are not desired. Unless specifically required in this RFP, PDC discourages the use of elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding and other extraneous presentation materials.
 - In accordance with the City of Portland's [Sustainable Paper Use Policy](#), please submit your proposal in loose leaf, unbound sets (staples are acceptable), printed on recycled paper containing at least 30% post-consumer waste content. Do not use ring binders, section dividers or any other materials which cannot be easily recycled. Double-sided printing is preferred.
 - Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all package(s) or envelope(s) must be **clearly** marked with the RFP Solicitation Number, the name of the Solicitation Coordinator and the date and time proposals are due. PDC shall not be liable for any lost, late or improperly identified proposals.
3. **Preparation Costs:** PDC shall not be responsible for any costs incurred by proposers in the preparation or submission of a proposal to this RFP; including costs associated with any meeting, demonstration, interview or subsequent negotiations that may be requested or required.
4. **Pre-Proposal Meetings:** No pre-proposal meeting is scheduled for this RFP.

5. **Requests for Clarification or Change:** All requests for clarification or change regarding technical information, procedures, contractual or insurance requirements or any other matter regarding this RFP or a contract awarded from this RFP must be submitted **in writing** to the Solicitation Coordinator identified on the cover page of this RFP. All such requests for change or clarification must be received no later than the Deadline for Proposer Questions/Requests for Change listed in the “Schedule of Solicitation and Contract Award Events” of this RFP.

Requests for clarification or change of this RFP may be sent by mail, email or fax to the Solicitation Coordinator identified above and shall contain the following:

- RFP Solicitation Number and Title;
- RFP Specification (or contract or insurance provision) being questioned;
- Date of request for change or clarification (*not later than the date to submit a request for clarification or change*);
- Request for change or clarification.

PDC will consider all timely-received questions and requests for change and, if reasonable and appropriate, amend this RFP or issue an addendum to clarify this RFP. Answers to vendor submitted questions and other formal addenda will be posted under the appropriate solicitation on the PDC website under [RFPs/RFQs and Bid Openings](#).

6. **Changes to this RFP Document:** Any change or clarification of the Scope of Work, procurement process, contract terms and conditions, insurance requirements or any other matter contained in this RFP will be issued in the form of a written Addendum to this RFP. Unless otherwise stated, proposers are not required to return Addenda with their proposal; however, proposers are responsible for making themselves aware of, obtaining and incorporating any changes made in any issued Addendum into their final proposal. Failure to do so may cause the proposer’s proposal to be rejected.

Regardless of statements made at any mandatory or non-mandatory pre-proposal conference or meeting for this RFP (if applicable), proposers are cautioned that this RFP will change only if confirmed by a written Addendum to this RFP.

7. **Restrictions on Communication:** After this RFP has been issued and before an ensuing Contract has been executed, **all** questions, comments and/or requests for clarification or change regarding this RFP and the anticipated contract shall be directed to the Solicitation Coordinator identified on the cover page of this RFP. Regardless of any statements made during such contact, proposers should note that RFP requirements will change only if confirmed by PDC in a written addendum to this RFP.
8. **Prohibition of Lobbying in Support of Proposals:** After this RFP has been issued and before a contract has been awarded, proposers are cautioned not to undertake any activity or action to promote or advertise their proposals except upon invitation by PDC in a formal interview; or to make any direct or indirect (through others) contact with members of the PDC Board of Commissioners, Evaluation Committee members or other PDC employees not identified in this RFP document.
9. **Appropriation:** As multi-year contracts are subject to future appropriation of funds, PDC reserves the right to modify, amend or terminate without prejudice any contract awarded from this RFP, if it is in the best public interest to do so.
10. **Recycled Products:** Proposers shall make good faith efforts to use recycled products to the maximum extent economically feasible in performance of work under a contract awarded from this RFP.

11. **Public Records and Disclosure:** All proposals submitted in response to this RFP shall become the property of PDC and will be subject to disclosure pursuant to Oregon Public Records Law (ORS 192), except such portions of proposals for which the proposer requests exemption from disclosure consistent with Oregon Law. Any portion of a proposal that the proposer claims constitutes a “trade secret” must meet the requirements of ORS 192.501(2).

All such pages in a proposal must be clearly marked with the following:

"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with Oregon Public Records Law, ORS Chapter 192."

If an entire proposal is marked “Confidential,” at PDC’s sole discretion, such a proposal may be rejected as non-responsive. PDC shall not be liable for the disclosure or release of any information when authorized or required by law or court order to do so.

Unless this RFP is otherwise cancelled, proposals and evaluation results will not be made a part of the public record until after the evaluation process is complete and PDC has issued its Notice of Intent to Award.

12. **Publicity:** Any publicity giving reference to this project, whether in the form of a press release, brochure, photographic coverage or verbal announcement, shall only be made with the prior written consent of PDC the Public Affairs Department and then only in coordination with PDC.
13. **Information Submitted:** Proposers are cautioned that it is the proposer's sole responsibility to submit information related to the submittal requirements and evaluation categories contained herein, and that PDC is under no obligation to request such information if it is not included within the proposer's proposal. However, PDC reserves the right to request individual proposers to provide information to clarify their proposal or obtain additional information about specific point(s) of their proposal. Failure by the proposer to provide such requested information may cause an adverse impact on the evaluation of the proposal, including rejection of the proposal as non-responsive.
14. **Proposer Withdrawal or Modification:** By submitting a proposal in response to this RFP, proposer agrees to make their proposal a binding offer to PDC for a period of ninety (90) calendar days from the date proposals are due. A proposal may not be withdrawn or modified during this period unless agreed to by the PDC in writing. However, proposals may be withdrawn or modified if proposer submits a written withdrawal or modification request to the Solicitation Coordinator identified on the cover page of this RFP, prior to the date and time proposals are due.
15. **Investigation of References:** PDC reserves the right to investigate references, the financial capacity, credit history and the past performance of any proposer, including service(s) provided to PDC, with respect to its successful performance on similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule and within budget, and its lawful payment of suppliers, subcontractors and workers. PDC reserves the right to use any information or reference we may discover, including information based upon our own experience, in evaluating any proposal. PDC may postpone the award or execution of the Contract before or after issuance of its Notice of Intent to Award in order to complete its investigation. PDC reserves the right to reject any or all proposals at any time prior to PDC's execution of a Contract in the event a proposer's reference checks prove unsatisfactory.

- 16. Method of Evaluation:** After PDC opens all timely-received proposals, unless this RFP is otherwise canceled, PDC will evaluate all responsive proposals in accordance with the evaluation criteria set forth herein. A responsive proposal is one that complies with all material aspects of this RFP and with all prescribed bidding procedures and requirements. PDC reserves the right to waive what are, in PDC's judgment, minor informalities or discrepancies. Evaluation will be based on the written information submitted in response to this RFP, as well as any related information that PDC may subsequently discover or request. PDC will then rank the proposers to determine the "finalist proposer(s)." Finalists will be those highest-ranked responsive proposers after evaluation.

At its sole discretion, PDC may invite the finalist proposer(s) to interview with PDC staff, in person, via conference-call or another mutually agreeable medium, to clarify their proposal and determine the overall suitability of finalist proposer(s) to the anticipated project. If requested, attendance at such an interview is **mandatory** and failure to meet with PDC within a reasonable period of time will be grounds for proposal rejection. Following the interview, PDC reserves the right to rescore the finalist proposers or to use the original scores solely as the basis to determine the finalist proposer(s).

- 17. Selection and Notice of Intent to Award:** PDC reserves the right to select for contract award the proposer that offers the best overall value, benefit, convenience and service to PDC, taking into account the cost to the public. However, cost is only one of several evaluation and selection criteria, and standing alone, is not determinative of the best overall value, benefit, convenience and service to PDC.

After completion of the evaluation summary, PDC will name an apparent successful proposer and issue a Notice of Intent to Award a contract to this proposer. Identification of the "apparent successful proposer" is procedural only and creates no right in the named proposer to contract award. All competing proposers shall be notified in writing of PDC's Intent to Award, the identity of the apparent successful proposer and shall be given seven (7) calendar days to review the solicitation file and evaluation summary at the PDC office. Appointments can be made by contacting the Solicitation Coordinator listed on the cover page of this RFP.

Any questions or concerns about, or protests of, the evaluation process must be submitted in writing and must be received by the above-name Solicitation Coordinator within seven (7) calendar days of issuance of the Notice of Intent to Award.

- 18. Negotiable Terms and Conditions:** After PDC has issued its Intent to Award, PDC reserves the right to enter into limited negotiations with the successful proposer to finalize fees, scope of services as well as contract terms and conditions. Proposers should note that any such negotiation shall be minimal and should be expedited and completed by the anticipated Contract Execution Date. This time period may be extended at the sole discretion of PDC. If PDC, in its sole discretion, determines that such negotiations have reached an impasse, PDC reserves the right to terminate negotiations with that apparent successful proposer and commence negotiations with the next highest-ranked responsive proposer.

V. INSURANCE REQUIREMENTS

Prior to contract execution, any firm invited to enter into a contract with PDC as a result of this RFP will be required to furnish proof of the following types of insurance:

- A. **Commercial General Liability** (CGL) insurance with a combined single limit of not less than **\$1,000,000**, per occurrence, for bodily injury and property damage. CGL insurance shall provide contractual liability coverage for indemnification required under the contract between the PDC and Contactor. Additionally, **“The Portland Development Commission, the City of Portland and each of their respective officers, agents and employees”** shall be named as Additional Insured with respect to the contractor’s services to be provided under the contract. **Additional Insured Endorsement (AIE) CG 20 10 11 85, or its equivalent, must be attached to the Certificate.**
- B. **Automobile Liability** insurance with a combined single limit of not less than **\$1,000,000**, per occurrence, for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- C. **Professional Liability** (aka “Errors and Omissions”) insurance with a combined single limit of not less than **\$1,000,000**, on a claims-made basis, for indemnity of the insured for liability claims arising from or due to the negligence in the performance of professional services under an awarded contract.
- D. **Workers' Compensation Insurance** in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. This coverage is required of contractors with one or more employees, unless exempt under ORS 656.027.

As evidence of adequate insurance coverage and prior to contract execution, the selected Contractor(s) will provide to the PDC certificates of coverage listing the **“Portland Development Commission”** at 222 Northwest Fifth Avenue; Portland, OR 97209 as a certificate holder. The certificate shall provide that Contractor’s insurance shall not be terminated or cancelled without thirty (30) days prior written notice to PDC. Insuring companies or entities are subject to PDC’s acceptance and must be licensed to provide insurance in the State of Oregon. Contractor’s insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the City of Portland and/or PDC shall not contribute to it.

VI. WORK PRODUCTS REQUIREMENTS

Any documents provided to PDC under a contract awarded from this RFP shall be in electronic format on CD-ROM, DVD and/or email, meeting the following criteria:

- Where possible, provide the native files in the original software program used (ex. Adobe InDesign for page layout, Macromedia Freehand or Adobe Illustrator for illustrations);
- Provide high-resolution electronic files of all "placed art and images" used in the layout (220-dpi minimum resolution, in .eps, .jpg or .tif format as appropriate).

If the above formats are not available, provide files in two (2) versions of "Adobe Acrobat PDF":

- Print quality (high resolution) PDF documents suitable for print; and,
- Web quality (standard resolution) PDF documents suitable for posting on our website.

All draft documents shall be sent in Microsoft Word, where possible. When requested by PDC, Contractor will also provide up to three (3) hard copies of any document.

VII. STANDARD CONTRACT TERMS & CONDITIONS

The following terms and conditions will govern the Personal Services Contract (the “contract”) entered into by and between PDC and the successful proposer. PDC reserves the right to change any term or condition of the contract prior to execution and may terminate the contract at any time, at its sole discretion, upon thirty (30) days written notice to the contractor. Proposers wishing to include supplemental terms and conditions must submit them at the same time as their proposal. **Proposers who take objection to any of the following terms and conditions must raise those objections, in writing, to the Solicitation Coordinator for this RFP** and do so by the Deadline for Proposer Questions/Request(s) for Change(s) listed in the “Schedule of Solicitation and Contract Award Events” on page two of this RFP.

1. Access to Records

The Contractor shall maintain, and the Portland Development Commission (“Commission” or “PDC”) and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the Commission.

2. Audits

(a) The Commission, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this contract at any time in the course of the contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the Commission.

(c) If an audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the Commission may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on page 1) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. Funds

The Commission certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

5. Early Termination of Contract

(a) The Commission and the Contractor, by mutual written agreement, may terminate this Contract at any time.

(b) The Commission, on thirty (30) days written notice to the Contractor, may terminate this contract for any reason deemed appropriate in its sole discretion.

(c) Either the Commission or the Contractor may terminate this contract in the event of a breach of this contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate this contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the Commission shall pay the Contractor for work performed in accordance with this contract prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Contractor due to a breach by the Commission, then the Commission shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Commission due to a breach by the Contractor, then the Commission shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in subsection 7(a), **Remedies**.

(d) In the event of early termination, all of the Contractor's work product will become and remain property of the Commission.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Contract**, hereof, by the Commission due to a breach by the Contractor, then the Commission may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the Commission the amount of the reasonable excess.

(b) The remedies provided to the Commission under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The Commission also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this contract by the Commission, then the Contractor's remedy shall be limited to termination of the contract and receipt of payment as provided in subsection 5(c), **Early Termination of Contract** and subsection 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this contract, without the prior written consent of the Commission. Notwithstanding Commission approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the Commission shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

9. Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the Commission, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this contract; provided however, that nothing herein shall be construed to require indemnification of the Commission for liability attributable to the Commission's sole negligence.

10. Indemnity - Claims for Professional Liability

Contractor shall defend, save, and hold harmless the Commission, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this contract.

11. Indemnity - Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation, or the Commission, in its sole discretion, may terminate this contract pursuant to subsection 5(c), **Early Termination of Contract** and pursue any and all remedies available.

12. Insurance

EXHIBIT B [Section V in this RFP] is hereby referenced and made a part of this contract.

13. Ownership of Work Products

All work products of the Contractor which result from this contract are the exclusive property of the Commission.

14. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub I. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

15. Counterparts

This contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

16. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

17. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

18. Waiver

The failure of the Commission to enforce any provision of this contract shall not constitute a waiver by the Commission of that or any other provision.

19. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

20. Recycled Products

To the maximum extent economically feasible, Contractor shall make good faith efforts to use recycled products in connection with its performance of work under this contract.

21. Governing Law, Venue and Consent to Jurisdiction

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to principles of conflicts of law. Any action or suits involving any question arising under this contract must be brought in the Circuit Court of Multnomah County for the State of Oregon; however, if an action or suit must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

22. Amendments

The Commission and the Contractor may amend this contract at any time only by written amendment executed by the Commission and the Contractor.

23. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02.300 prior to beginning work under this Contract. The Contractor shall provide a business license number in the space provided on page one of this contract.

24. Prohibited Interest

(a) No Commission officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

(b) No Commission officer or employee who participated in the award of this contract shall be employed by the Contractor during the period of the contract.

(c) No person not a party to this contract is an intended beneficiary of this contract, and no person not a party to this contract shall have any right to enforce any term of this contract.

25. Payment to Vendors and Subcontractors

(a) The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this contract.

(b) The Contractor shall not take or fail to take any action in a manner that causes the Commission or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the Commission's prior written consent.

(c) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as such claim becomes due, the Commission may pay such claim to the person and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract. However, the

payment of such a claim by Commission shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

26. Contribution to Industrial Accident Fund; Withholding Taxes; Payment of Medical Care to Employees

(a) The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this contract.

(b) the Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to state law.

(c) As required by ORS 279.320, the Contractor hereby agrees that the Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all money and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or subcontract for the purpose of providing or paying for such service.

27. Confidentiality

All services, including reports, opinions and information, to be furnished under this contract are confidential and shall not be divulged by Contractor or Contractor's agents or employees, in whole or in part, to any person other than to representatives of the Commission, except by testimony under oath in a judicial proceeding or as otherwise required by law or authorized in writing by the Commission Project Manager.

[Remainder of this page is intentionally left blank.]

VIII. PROPOSER CERTIFICATION

**Each proposer must read, comply and sign this section.
Failure to do so may be grounds for proposal rejection.**

1. The undersigned acknowledges receipt of Addenda Numbers ____ through ____ or ☐ N/A.
2. If selected to go to contract, prior to contract execution, proposer shall: 1) be a legal entity that is [registered to transact business in the State of Oregon](#); 2) [obtain a City of Portland Business License](#); 3) [be certified as an Equal Employment Opportunity \(EEO\) employer](#) through the City of Portland, Bureau of Purchases; and 4) provide adequate proof of insurance, as set forth in Section V of this RFP. Proposer shall maintain such certification, insurance, accreditation and/or license(s) that may be required to perform work under an awarded contract for the duration of the contract term.
3. The proposer certifies it is an independent contractor as defined in ORS 670.600 and under penalty of perjury is, to the best of the undersigned's knowledge, not in violation of any local, state or federal tax law.
4. Proposer certifies this proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; proposer has not induced any person, firm or corporation to refrain from proposing; and proposer has not sought by collusion or fraud to obtain for itself any advantage over any other proposer or over PDC.
5. Proposer certifies that the firm has no business or personal relationships with any other company or person that could be considered a conflict of interest or potential conflict of interest to PDC, and that the key personnel and principals identified to perform work under an awarded contract do not have any personal or business relationships with any PDC officer or employee.
6. Proposer agrees to make their proposal a binding offer to PDC for a period of ninety (90) calendar days from the date proposals are due.
7. The undersigned warrants that he/she is an authorized representative of the proposer; has read, understands and agrees to be bound by all RFP instructions, specifications, insurance requirements and contract terms and conditions contained herein (including all addenda issued for this RFP); that the information provided in this proposal is true and accurate; that providing incorrect or incomplete information may be cause for proposal rejection or contract termination; and, will provide its Federal Tax Identification Number (list in the space provided below).

SIGNATURE BLOCK

Signature of proposer's duly authorized representative:

_____ Date: _____

Printed Name and Title: _____

Legal Name of Proposer/Firm: _____

Proposer's Federal Tax Identification Number (FEIN or SSN): _____

EXHIBIT A. PRICE PROPOSAL WORKSHEET

Proposers may complete this Price Proposal Worksheet ("Worksheet") to propose their cost of services. If proposers choose not to complete this Worksheet, they **must** provide pricing information in their proposal which is at least as detailed as the submittal requirements described in Section III (5) of this RFP, "Price Proposal."

- A. Hourly Rate Schedule.** Propose the hourly rates of each proposer personnel expected to provide services under a contract awarded from this RFP. Additionally, estimate the number of hours each personnel will perform services under an awarded contract and proposer's total proposed staff costs and hours. **A range of hourly rates is not acceptable.**

A. HOURLY RATE SCHEDULE				
Position Title	Proposer Personnel (Name)	Hourly Rate	Est. Hours	Cost Total
		\$		\$
		\$		\$
		\$		\$
		\$		\$
Total Personnel Hours and Expenses				\$

All proposer personnel initially assigned to provide services through a contract awarded from this RFP and listed in proposer's proposal are expected to be available during the term of the contract. By submitting a proposal in response to this RFP, proposer warrants that no proposer personnel shall be replaced during the contract term without prior written consent from PDC.

- B. Reimbursable Expenses.** If proposer will seek reimbursement for necessary and appropriate expenses incurred in performance of work under an awarded contract, proposer shall provide a good faith estimate of such expenses in the space provided below. Proposer must also provide an estimated total cost for all such reimbursable expenses in the space below. If a mark-up rate will apply to reimbursable expenses, proposer must indicate a mark-up rate.

B. REIMBURSABLE EXPENSES			
Type of Expense	Cost / Unit	Type of Expense	Cost / Unit
Mark-up Rate: At cost (0%) or cost plus x%			%
Total Estimated Reimbursable Expenses			\$

If proposer is awarded a contract from this RFP, such expenses will only be reimbursed by PDC with prior authorization of such expense(s); receipt(s) and/or an adequate description of the expense(s) and at a cost per unit not to exceed those listed above.

Travel expenses, is proposed, must be consistent with the guidelines for such expenses detailed in Section III (5) of this RFP.

- C. Additional Expenses or Cost Savings.** In the space below, please describe any additional costs or cost saving opportunities not previously accounted for in the spaces provided above.

D. ADDITIONAL EXPENSES OR COST SAVINGS	

- D. Total Proposed Cost of Services.** Propose the total cost for all services to be provided under a contract awarded from this RFP, irrespective of PDC's anticipated cost, including total staff costs and all reimbursable expenses. All unspecified costs shall be borne by proposer.

TOTAL PROPOSED COST OF SERVICES	
Total Personnel Expenses	\$
Estimated Reimbursable Expenses <i>(other than travel)</i>	\$
Additional Expenses or Cost Savings	\$
Total Proposed Cost	\$

An MS Word version of this Worksheet is available upon request from the Solicitation Coordinator for this Request for Proposals.

EXHIBIT B. WEB-LINKS IN THIS RFP

The following are the World Wide Web addresses referenced in this RFP:

City of Portland, Oregon; Sustainable Paper Use Policy

<http://www.portlandonline.com/auditor/index.cfm?&c=26882&a=24498>

City of Portland, Oregon; Business License Services

<http://www.portlandonline.com/omf/index.cfm?c=29554>

City of Portland, Oregon; Equal Employment Opportunity (EEO) Certification

<http://www.portlandonline.com/omf/index.cfm?c=45665&>

Federal General Services Administration; Domestic Per Diem Rates

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

Oregon Association of Minority Entrepreneurs (OAME)

<http://www.oame.org/>

PDC's Minority / Women / and Emerging Small Business (MWESB) Assistance

<http://www.pdc.us/mwesb/mwesb.asp>

PDC's Request for Proposals (RFPs) / Request for Qualification (RFQs) and Bid Opportunities

<http://www.pdc.us/login/welcome.asp>

State of Oregon; Corporation Division, Business Registration Services

<http://www.filinginoregon.com/business/index.htm>

State of Oregon; Office of Minority, Women, and Emerging Small Business

<http://egov.oregon.gov/DCBS/OMWESB/index.shtml>

EXHIBIT C. PEDESTRIAN BRIDGE LOCATION MAP

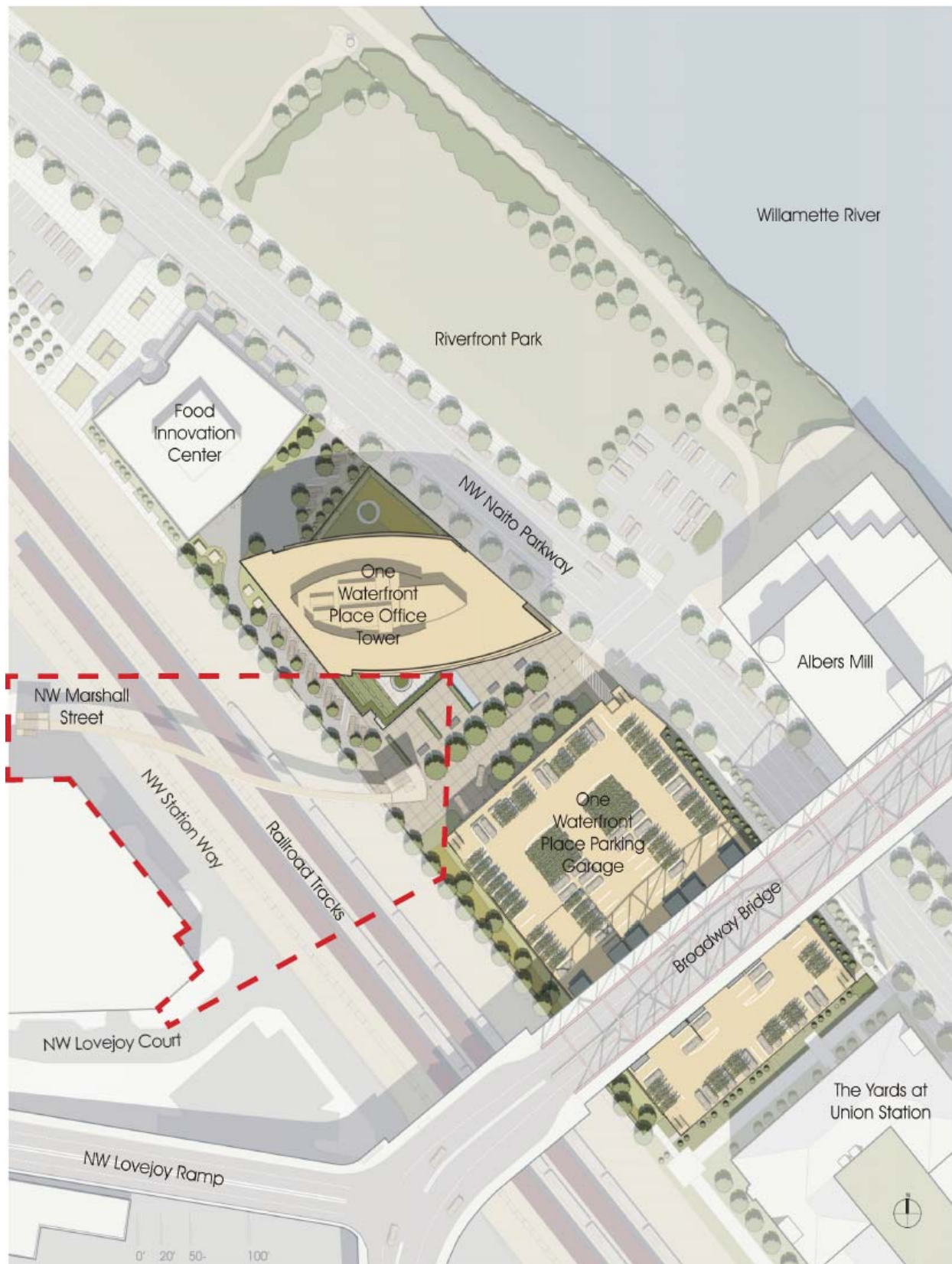


EXHIBIT D. PEDESTRIAN BRIDGE EAST LANDING SITE MAP



EXHIBIT E. PEDESTRIAN BRIDGE WEST LANDING SITE MAP

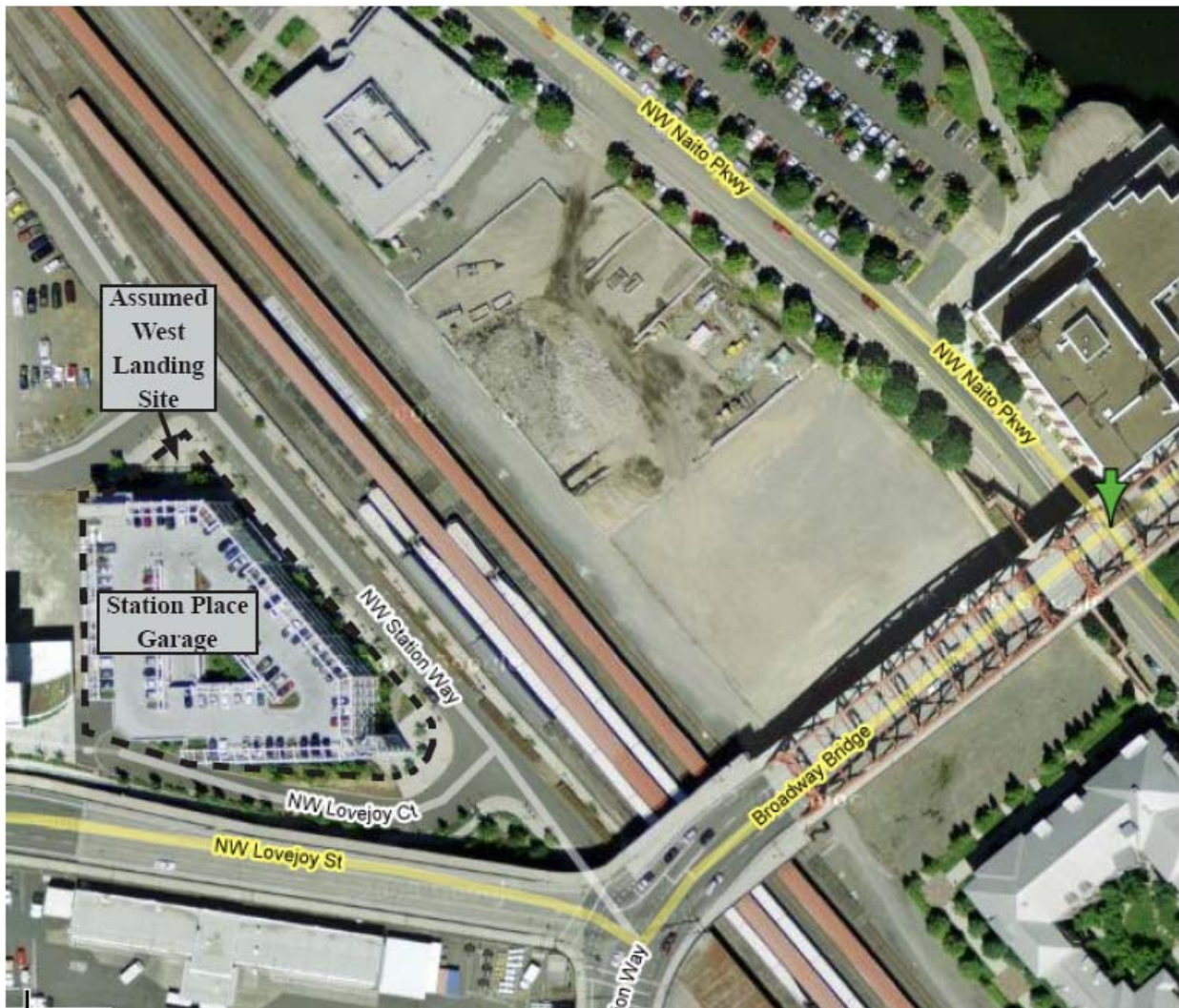


EXHIBIT F. LIST OF REFERENCE DOCUMENTS

1. NW Marshall Street Pedestrian Bridge Feasibility Study, BOORA Architects, Inc., (Dated October 31, 2001) Available here:
http://www.pdc.us/pdf/ura/river_district/2001-pedestrian-bridge-feasibility-study.pdf
2. One Waterfront Pedestrian Bridge Scoping Technical Assistance Letter Report, KPFF Engineers, July 24, 2008
3. PDC Green Building Policy
http://www.pdc.us/pdf/dev_serv/green-building-guidelines.pdf
4. Station Place Garage GMP Set Construction Drawings & Technical Specifications, Robert S. Leeb Architects, February 2003
5. Integrated Topographical Survey One Waterfront Place and Station Place Garage, KPFF Engineers, August 2008

EXHIBIT G. ANTICIPATED DEVELOPMENT SCHEDULE: PEDESTRIAN BRIDGE

Available upon email request from Solicitation Coordinator for this RFP; also available for download from the "RFP/RFQ/Bid Opportunity" page on the PDC website, under Request for Proposals #08-06:

<http://www.pdc.us/login/welcome.asp>

END OF THIS REQUEST FOR PROPOSALS