



**City of Coos Bay
Request for Proposals
To Provide Bidding and Construction
Management Services for Pump Station 4**

NOTICE

The City of Coos Bay is accepting Proposals to provide bidding and construction management services for the Pump Station 4 project. The City invites qualified consultants to submit a proposal package based upon the scope of work contained within this Request for Proposals (RFP). This project is fully funded by Lottery funds through Water Wastewater Financing Program administered by Oregon Business Development Department – Infrastructure Finance Authority in conjunction with the project titled, *Coos Bay Initial Wastewater System Repairs Design & Construction*

SUBMISSION OF PROPOSAL PACKAGE

To receive consideration, proposal packages must be submitted in accordance with the following instructions:

1. All proposal packages shall be delivered to:

City of Coos Bay
Public Works & Development Department
Attn: Jennifer Wirsing
500 Central Avenue
Coos Bay, OR 97420

2. Submit six (6) copies of the proposal by 3:00 p.m. on February 1, 2013.
3. The proposals must be clearly marked “PROPOSAL FOR BIDDING AND CONSTRUCTION MANAGEMENT SERVICES FOR PUMP STATION 4”.
4. Maintaining the integrity of the RFP process is extremely important to the City of Coos Bay. As such all questions, shall be directed to the project manager, Jennifer Wirsing, at (541) 269-1181 ext. 2247 or email jwirsing@coosbay.org. Prior to contact, please review the General Information regarding Additional Information Requests, located on Page 8 of this packet. Answers to all questions will be posted on line and made available to all firms intending to submit a package. Failure to adhere to these restrictions may significantly reduce your prospects for selection.
5. The City of Coos Bay reserves the right to reject any and all proposals, and has the right, at its sole discretion, to accept the proposal it considers most favorable to the City's interest and the right to waive minor irregularities in procedures.

**CITY OF COOS BAY
INSTRUCTIONS TO SUBMITTERS
FOR BIDDING AND CONSTRUCTION
MANAGEMENT SERVICES FOR PUMP STATION 4**

GENERAL INSTRUCTIONS

The City of Coos Bay invites qualified individuals or firms to submit a proposal to provide municipal engineering services as described in the specifications set forth in this Request for Proposals (RFP).

All submittals are subject to the provisions and requirements of the City of Coos Bay's Rules of Local Contract Review and the Oregon Revised Statutes, the Attorney General's Model Public Contract Rules.

RFP PACKAGE REQUIREMENTS

Your RFP package must not exceed ten (10) pages and at a minimum shall include the following:

1. **Cover Letter.** All RFP packages must include a cover letter, made to the attention of Jennifer Wirsing, Engineering Service Coordinator, and signed by a person legally authorized to bind the applicant to its Proposal. The cover letter shall include any potential conflicts of interest your firm or any key individuals may have with this project. Additionally, the cover letter must include the following items:
 - a. the firm name,
 - b. the names of local partners/principals and the number of local personnel,
 - c. address, telephone, and FAX numbers of the firm,
 - d. contact information, including an email address and phone number, of the person(s) who are authorized to represent the proposer.
2. **Personnel.** All RFP packages must include the following information related to key personnel who will be working on this project. Please note that the City's contract for professional services for this project will require commitment from the selected firm that the personnel listed below will be assigned to the project in the roles stated by your firm.
 - a. The names of the partners, managers and other key staff persons who will be assigned to the project along with brief resumes that indicate their experience in municipal civil engineering, specifically wastewater engineering.
 - b. Indicate the key staff's job classification, roles and responsibilities, professional registrations and certifications, and office location. Experience with design and construction administration of pump stations is a high priority.
 - c. An organizational chart identifying members of the team, including sub consultants, who would be assigned to this project. The chart should clearly delineate roles and responsibilities of the various team members.
 - d. For the proposed sub consultants, please provide the name of each firm, the office location, contact name and telephone number, and the services to be provided.

3. **References.** All RFP packages must include the following information related to the references and qualifications relative to the scope of work associated with this RFP.
 - a. List of Oregon local government jurisdictions your firm is currently providing wastewater engineering services and construction management services for or has provided engineering services and/or construction management services for within the last 5 years.
 - b. Relevant Project Summary/Profile Sheets completed within the last 5 years. At a minimum, the sheets shall provide a brief description of the project, provide date design was completed, total cost of design, provide date construction was completed (if applicable), and cost of construction (if applicable). Provide staff that was involved with the project. Provide owner information and contact person.
 - c. Provide references for your team members, concentrating on those members who will have the largest degree of involvement on the project. Indicate the project involved and the individual's role. Provide contact information for the reference.
4. **Project Approach.** A preliminary scope of work has been included with this RFP, however it is anticipated that the proposal will include any amendments and/or provide additional recommendations based on their experience on similar projects. Describe how your team will meet the project goals and summarize why your firm should be selected.
5. **Fee.** The proposed fees shall include hourly estimates and rates by job description for services and related items listed in the Scope of Services and otherwise needed to assure complete execution of the Contract. The proposed fees shall be an hourly not-to-exceed amount. Any basis for an increase in the amount of compensation beyond this not-to-exceed amount shall be stated in the proposal. The project fee shall be included with the proposal in a sealed envelope. The envelope does not count towards the maximum page limit of 10 pages.

QUALIFICATION EVALUATION CRITERIA

The City will follow a selection procedure that involves the review of all qualified proposals, the evaluation and ranking of submittals, negotiation of fees with the most qualified firm and award of contract based upon our local and state procurement requirements. Final ranking will be based on the evaluation criteria. Price will be considered, but will not necessarily govern selection of the Consultant. The selection will be based on the following criteria:

QUALIFICATIONS

Are similar and current projects included to document the consultant's qualifications? Are individual staff members identified and has documentation been provided to ensure the Consultant has the staff to perform the work? Does consultant have appropriate management and support staff with the required experience for work on this type of project? Is staff local? Is staff located in Oregon? Is the staff identified in the proposal the same staff that performed the work on the projects submitted? Is the proposal clear, concise, and complete?

PROJECT STAFFING

Is the project manager qualified to manage all phases of the project? Has consultant demonstrated ability in studying and designing similar projects on time and within budget? Does support staff have sufficient experience with related work? Are all required disciplines represented in this scope of work? If sub consultants are proposed, have they worked with the consultant before? Have all team members had similar experience regarding project scope and magnitude? Does proposal show that staff is available to perform the work per schedule outlined in scope. Proposal must demonstrate that project manager has the ability to communicate with City Council and City Staff. Proposal must demonstrate performance history in meeting deadlines, submitting accurate estimates, producing quality work, and meeting financial obligations

PROJECT EXPERIENCE

Are similar and current projects submitted as examples? Does the reference confirm a "job well done"? Are references current and accessible? Does the City of Coos Bay have a positive experience with the consultant? Has the project team, which is presented in this package, worked successfully on past projects?

PROPOSED SERVICES

Is a clear understanding of the project stated and demonstrated throughout? Is the scope detailed and comprehensive? Is the scope consistent with the teaming and staffing levels?

PROPOSAL CONTENT

Does proposal present all required material in a clear and professional manner? Does proposal address all required information?

BACKGROUND AND SCOPE OF WORK

BACKGROUND

The City of Coos Bay is the largest community on the Oregon coast and provides wastewater collection, treatment, and disposal services to retail customers within the city limits. The topographic characteristics of the City are gentle low lying hills. As such, there is a ridgeline that divides the City into two primary basins for gravity collection, served by two wastewater treatment plants (WWTP). The City owns and operates both of these activated sludge wastewater treatment plants. Wastewater is conveyed to one of the two wastewater treatment plants using a combination of up to 23 sanitary sewer pump stations and a combined total of over 90 miles of sanitary collection system piping. Pump Station 4 is tributary to WWTP 1.

Pump Station 4 is located immediately adjacent to Blossom Gulch School. The original station was constructed in 1954 and then rebuilt and relocated in 1973. The pump station has outlived its useful life span and has become a maintenance and performance issue for the City.

The existing pump station was constructed contiguous to the Blossom Gulch Creek, immediately upstream of S. 10th Street on the south bank of the creek. The creek laps against the side of the wetwell on the north side of the pump station structure. Blossom Gulch Creek is a salmonid bearing stream that is utilized as a minor hatchery part of the year. As such, the environmental concerns for this site are significant. Environmental permits were obtained for this project and included with this RFP for your reference. The City does not own the property where the new site is proposed. Therefore, two easements were obtained to allow construction of a new pump station and force main. The easements have also been included for your reference.

The plans and specifications are bid ready and approved by the Oregon Department of Environmental Quality. Copies of the contract documents are available on the City web site.

SCOPE OF WORK

Professional Engineering Services will include, but not be limited to, responding to pre-bid questions; presiding over the pre-bid conference and bid opening; construction surveying and stakeout; construction inspection; pay request review; preparation of a DEQ approved Operations and Maintenance Manual; project closeout activities; preparation of record drawings; and to serve as the Owner's professional representative with state governmental agencies. It is anticipated that the duration of this contract will not exceed 10 months. The duration is from commencement of the Bidding services to final project closeout, including DEQ approvals for the O&M Manual. The following is a more detailed list of scope of services:

1. BIDDING SERVICES
 - a. Bid Coordination / Plans, Specifications and Contract Document Review
Review project documentation, plans, and specifications. Attend meeting with City, engineer, and Oregon Infrastructure Finance Authority (herein referred to as "IFA") representatives.
 - b. Pre-Bid Conference
Maintain list of plan holders and bidders for the project and receive and answer all questions regarding the bid. Maintain a log of all bid questions and responses and make this information available as necessary.
 - c. Pre-Bid Conference
Coordinate and conduct a Pre-Bid Conference.
 - d. Bid Opening and Award

Prepare a bid submittal checklist/tally list to record the competitive bids. Attend bid opening at City Hall. Review bids and provide City with a list of the preliminary results. Further review the bid information and provide City with detailed bid information for final bid tally sheet. All bidders' calculations shall be verified and any errors will be noted and documented.

2. CONSTRUCTION SERVICES

a. Pre-Construction Conference

Coordinate and moderate a pre-construction meeting with contractor, subcontractors, City and IFA representatives.

b. Construction Management

Review construction progress at the project site on a periodic basis, and at a minimum of two times a week. Prepare progress reports on a weekly basis. Schedule coordinate, and document construction project meetings.

c. Submittal Review

Receive, track, review, distribute, and respond to submittals from contractor. Develop a submittal tracking worksheet that is a living document and will be updated accordingly throughout the project.

d. Pay Request Review

Review pay request received from contractor. Prepare summary sheets on a monthly basis to facilitate funding related reporting. The format will be approved by IFA prior to the startup of the project.

e. Construction Inspection

Monitor progress of work and require that inspectors, special inspectors and agency inspectors are on site at the time or frequency as required by the project and deemed necessary the City. Oversees that the contractor prepares and maintains an updated construction schedule, and that the overall costs are tracked against the project budget. Collect inspection reports and delivery certifications from inspectors and material testers and spot check that materials are conforming to those specified.

f. Electrical Inspection

Perform construction management and inspection duties related to the electrical portions of the Pump Station. Complete the submittal reviews for the electrical and control components. Perform general electrical inspections and assist in the startup and functional testing of the pump station.

3. SURVEYING SERVICES

a. Initial Setup

Provide a surveyor to field verify the survey control points of the project.

b. Calculations and Control Staking

Perform stakeout calculations. Stake all structures and utilities as directed by contractor and provide sufficient controls. Prepare cut sheets and staking exhibits maps as requested by contractor.

4. PROJECT CLOSEOUT SERVICES

a. Substantial and Final Completion

Prepare preliminary and final itemized lists that documents the remaining times to be completed. Prepare Notices of Completions for substantial and final completion. Document receipt of all contractors' submittals required to demonstrate contractor's payment to subcontractors, prevailing wage, and related close-out items.

b. Record Drawings

Update the existing plan set as necessary to provide City with a complete set of As-Constructed Record Drawings.

c. Operations & Maintenance Manuals

Develop a DEQ compliant O&M Manual for the Pump Station. This line item will include all plan check submittals required and revisions necessary to receive approval from DEQ.

This above scope is a preliminary list of items and contains the minimum items that the City believes would be necessary for this project. However, if appropriate, the proposer can recommend additional scope of services. These additional scope of services should be identified separately on the proposal as "optional" items. These additional scoping items shall also be identified separately on the fee.

MINIMUM QUALIFICATION

Proposer must meet the following minimum requirement:

1. Be a licensed engineer in the state of Oregon.
2. Demonstrate experience with public sector engineering of similar size and scope of the services being requested

RESOURCES TO BE PROVIDED

The City has made available on line the following documents for your use in preparation of preparing your proposal. A hard copy of any of the reports can be provided for a fee by contacting Jennifer Wirsing at 541-269-1181 ext. 2247 or jwirsing@coosbay.org to obtain directions and access to the ftp site.

1. Pump Station 4 Pre-Design Report, prepared by Civil West Engineering Services, Inc., dated November 2010
2. Contract Documents for the Construction of: Pumps Station 4 Volume 1, prepared by Civil West Engineering Services, Inc., dated August 2011
3. Contract Documents for the Construction of: Pumps Station 4 Volume 2, prepared by Civil West Engineering Services, Inc., dated August 2011
4. Joint Permit Application for Pump Station 4
5. November 4, 2012 letter from Department of Army Corps of Engineers
6. Permanent and Construction Easements for Project
7. Geotechnical Investigation Report – Wastewater Pump Station 4 Improvement, prepared by SHN Consulting Engineers & Geologist, Inc., dated August 2010
8. Draft copy of a Level 4 Professional Service Agreement.

The successful proposer shall enter into an agreement with the City. The City has provided this contract language for review. If there is language in the City's Professional Service Agreement that the successful proposer would like omitted or modified, this request must be made prior to January 21, 2013. If no requests are made on or prior to this date, then it shall be assumed that the contract language and minimum insurance requirements are agreeable

GENERAL INFORMATION

INTERVIEWS

Proposers **may** be invited to an interview with the City's Selection Committee. The interviewees will be contacted regarding time and location of an interview per the Schedule for RFP Events presented in this package.

COMPLIANCE WITH RULES

Proposers responding to this RFP must follow its procedures and requirements. Except as otherwise provided in the RFP, applicable provisions of Oregon Administrative Rules Chapter 137, Division 47 shall apply to all personal service contracts of the City. Failure to comply with or complete any part of this RFP may result in rejection of your Proposal.

REQUEST FOR ADDITIONAL INFORMATION

Proposers may submit questions or a request for additional information. All questions and/or requests must be submitted either by mail or email:

City of Coos Bay
Public Works & Development Department
Attn: Jennifer Wirsing
500 Central Avenue
Coos Bay, OR 97420
jwirsing@coosbay.org

All requests for additional information, must clearly reference the "RFP for Bidding and Construction Management Services for Pump Station 4". All requests must be received no later than January 22, 2013 at 3:00 pm. The responses to the requests will be made available at the City's website:

<http://coosbay.org/archive/requests>

Hard copies can be mailed upon request for a fee.

SCHEDULE FOR RFP EVENTS

RFP Advertised	January 7, 2013
Deadline for Additional Information Request	January 22, 2013 at 3 p.m.
Response to Additional Information Requests	January 24, 2013
RFP Package Due	February 1, 2013 at 3 p.m.
Schedule Interview (subject to City's discretion)	February 11, 2013
Interviews (subject to City's discretion)	February 18 - 22
Negotiation w/ Selected Consultant	February 25-28, 2013
Council Consideration of Contract	March 19, 2013
Award of Project	March 20, 2013

The City shall enter into negotiations with the selected consultant. The negotiation portion of this process is a procedural step, and does not create any contract rights to the tentative Awardee. No binding obligation is created until a contract has been negotiated and executed by the City and the Awardee following the close of the period for submitting protest of the tentative award. Contract

forms will be provided by the City to the successful proposer. A copy of the contract has been included in this RFP. If there is any contractual language that the consultant would like to discuss or have amended, this coordination shall be completed on or prior to December 28, 2012.

PROPOSAL WITHDRAWAL

Any Proposal may be withdrawn at any time before the "Proposal Due" date and time by providing a written request for the withdrawal to the issuing office. A duly authorized representative of the agency shall make the request. Withdrawal of a Proposal will not preclude the proposer from filing a new Proposal.

APPEALS

Bidders who wish to appeal a disqualification of proposal or the award of contract may submit the appeal in writing to the City Manager's Office within five (5) working days of the postmarked Notice of Award or disqualification. Disagreement with the process, e.g., scoring by evaluators, is not subject to appeal.

Address: City of Coos Bay
Public Works and Development Department
Attn: City Manager
500 Central Avenue
Coos Bay OR 97420

OWNERSHIP OF DOCUMENTS

Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

CONFIDENTIALITY OF INFORMATION

All information and data furnished to the proposer by the City and all other documents to which the proposer's employees have access during the preparation and submittal of the Proposal shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

PUBLIC RECORD

All Proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all Proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

INDEMNITY

The Engineer of Record shall hold harmless, indemnify, and save the City, its officers, employees, and agents, from any and all liability claims, losses, or damages arising or alleged to arise during the performance of the work described herein by reason of any act or omission of the Engineer of Record or any of its agents, employees or representatives. The indemnity applies to both active and passive acts or other conduct.

EMPLOYMENT STATUS

Contractor shall perform the work required by this contract as an independent contractor. Although the Owner reserves the right to determine and modify the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the Owners cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for

determining the appropriate means and manner of performing the work.

Contractor represents and warrants that the Contractor is not an employee of the City of Coos Bay and meets the specific independent contractor standards of ORS 670.600. Contractor is not an officer, employee, or agent of the Owners as those terms are used in ORS 30.265.

Contractor shall be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor under this contract and, the Owners will not withhold from such compensation or payments any amounts to cover Contractor's federal or state tax obligations.

Contractor is not eligible for any Social Security, unemployment insurance, or Workers Compensation, from compensation paid to Contractor under this contract except as a self-employed individual.

INSURANCE

1. General Liability shall be a per occurrence form and must cover the time for which the work is being performed.
2. Proof of insurance of not less than the amount required is to be provided. Written notice of cancellation of insurance shall be provided to the City/Agency not less than 30 days prior to the date of cancellation.
3. If the City/Agency is required to use Federal or State insurance policy limits, or is subject to the Federal or State tort claim limits, the limits required through this directive shall be superseded by such limits.
4. If a claim occurs where the amount of the claim exceeds the insurance policy limits required by this directive, the contractor assumes full responsibility for the payment of such claim.
5. Insurance policy limits shall not be less than those listed in this directive without the consensus of the City Manager, City Attorney and the City Risk Manager of Record. Insurance policy limits may be waived at the discretion of the City/Agency. Insurance policy limits may be required to be higher based upon the City Manager's review of the specific application for which the certificate is required.
6. Tail Coverage": If any of the required liability insurance is on a "claims made" basis, recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Contract/Agreement, for a minimum of 24 months following the later of:
 - (1) Recipient's completion of all services and the City's/Agency's acceptance of all services required under the Contract/Agreement, or
 - (2) The expiration of all warranty periods provided under the Contract/Agreement. Notwithstanding the foregoing 24-month requirement, if recipient elects to maintain "tail" coverage and the maximum time period "tail" coverage is reasonably available in the marketplace is less than the 24-month period described above, recipient shall maintain "tail" coverage for the maximum time period "tail" coverage is reasonably available in the marketplace for the coverage required.

7. Definitions:

Commercial General Liability: To cover bodily injury, death, and property damage. This insurance shall include contractual liability coverage for the indemnity provided under those listed in the Agreement/Contract, personal and advertising injury liability, products liability and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

Professional Liability: To cover error, omission or negligent acts related to the professional services to be provided under the Agreement/Contract.

Automobile Liability: To cover each accident for bodily injury and property damage, including coverage for owned, hired, non-owned, leased, or rented vehicles as applicable. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

Builders Risk: To cover structures being built, temporary structures at the building site, and building materials not yet having become part of the building. The building materials are covered while on the insured location, in transit, or in storage at another location.

Installation Floater: To cover materials, equipment, and personal property while in transit, installation, and until coverage terminates according to the terms of the floater. This coverage can cover the property of others in the contractor's care, custody or control that is often excluded under the contractor's general liability coverage.

Umbrella Liability: To cover excess liability over several of the insured's primary liability policies. An excess liability policy may be what is called a following form policy, which means it is subject to the same terms as the underlying policies; it may be a self-contained policy, which means it is subject to its own terms only; or it may be a combination of these two types of excess policies. Umbrella policies provide three functions:

- (1) To provide additional limits above each occurrence limit of the insured's primary policies;
- (2) To take the place of primary insurance when primary aggregate limits are reduced or exhausted; and
- (3) To provide broader coverage for some claims that would not be covered by the insured's primary insurance policies, which would be subject to the policy retention.

Most umbrella liability policies contain one comprehensive insuring agreement. The agreement usually states it will pay the ultimate net loss, which is the total amount in excess of the primary limit for which the insured becomes legally obligated to pay for damages of bodily injury, property damage, personal injury, and advertising injury.

Level 4 Insurance Requirements: Professional Services contracts/agreements over \$50,000:

Commercial General Liability Per occurrence	\$ 1,000,000
Professional Errors and Omissions liability (Per occurrence)	\$ 2,000,000
Workers' Compensation	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 500,000
Umbrella/Excess Insurance (Per occurrence)	\$ 2,000,000
Automobile Liability (Per occurrence)	\$1,000,000

8. Should the Umbrella/Excess Insurance coverage combined with Commercial General Liability coverage not equal or exceed the minimum combined coverage shown, coverage must be increased to equal or exceed the minimum total coverage limits shown. If there is no Umbrella/Excess Insurance coverage, then the Commercial General Liability, Employers Liability, and Automobile Liability limits must be increased to equal or exceed the minimum total coverage limits shown. The Certificate of Insurance(s) and Endorsement(s) will be a part of the Contract and shall be provided to the City/Agency with endorsement(s) indicating that the Commercial General Liability insurance coverage is in effect which shall be primary and non-contributory with any insurance maintained by the City/Agency and include a per project aggregate (form CG 2503 05/09 or equivalent).

Such certificate(s) and endorsement(s) shall name the City/Agency as an additional insured commercial general liability, automobile liability, and umbrella liability policies. Copies of such endorsements or coverage enhancements shall be attached to the certificate. A waiver of

subrogation under the workers' compensation and commercial general liability policies shall be provided. Thirty (30) days written notice shall be provided to the certificate holder prior to cancellation or significant modification of coverage. The Certificate of Insurance(s) and Endorsement(s) shall be provided to the City/Agency which will become a part of the Contract. Insurance Coverage provided must be underwritten by an insurance company deemed acceptable by the City/Agency. The City/Agency reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

Consultant will purchase and maintain property insurance for the entire work at the site on a replacement cost basis. Consultant shall obtain, at Consultant's expense, and keep in effect until final acceptance of the work performed under this contract, an Installation Floater or equivalent property coverage for materials, equipment, supplies, and tools to be used for completion of the work performed under this contract. The Installation Floater shall include coverage for testing, if applicable. The minimum amount of coverage to be carried shall be equal to the full amount of this contract. The Consultant will be responsible for any applicable deductibles.

9. Non-profits, community groups, and governmental entities that conduct meetings on city-owned property are exempt from the requirements of this administrative directive unless otherwise directed by the City Manager.