

**REQUEST FOR PROPOSALS
(RFP)**

**For
Professional Design Services for
Hadley Fields, Dean Memorial Wayside Park, and Killamook Park**

**for the
City of Tillamook
in
Tillamook County, Oregon**

January 25, 2017

**Responses Due
March 7, 2017
2:00 PM**

**CONTACT:
PAUL WYNTERGREEN
503-374-1829
pwyntergreen@tillamookor.gov**

**SUBMIT RESPONSES TO:
PAUL WYNTERGREEN
CITY MANAGER
210 LAUREL AVENUE
TILLAMOOK, OR 97141**

1.0 REQUEST

Sealed responses marked "Request for Proposals for Professional Design Services" will be accepted by the City of Tillamook, 210 Laurel Avenue, Tillamook, OR 97141, attn: Paul Wyntergreen, or by hand delivery to Paul Wyntergreen, City Manager, 210 Laurel Avenue, Tillamook, until 2:00 p.m. local time, March 7, 2017.

This request for design services pertains to a portion of the area described as the Heritage Recreation Area in the City of Tillamook Parks and Recreation Plan. The area is north of downtown Tillamook around the intersection of Highway 101 and Hadley Road.

The City Parks and Recreation Master Plan describes plans for the construction of new ball fields at Hadley Fields (the old Safeway property), added improvements to Dean Memorial Wayside Park (across from the Hadley ball fields site on Highway 101), and the construction of a recreational vehicle (RV) park and/or parking at Killamook Park (located at 2210 Hadley Road; north of the Hadley Fields site).

Due to other engineering demands, the City Engineer of Record will not be completing the design. Draft work to date from the City Engineer of Record is attached (Exhibit A). This preliminary design includes the ball fields, the food court area, and the RV/auto parking area. The one adjustment that the City Engineer will continue with designing will be the food court and therefore that aspect will not be a part of this contract other than to coordinate with. The area of Dean Memorial Wayside has not been engineered as it is currently an existing park (Exhibit B). This is a rough design and open to redevelopment by the selected consultant. The entire subject area is impacted by FEMA floodway/floodplain designations and our City Engineer will provide the selected consultant with his analysis of those designations; however, in general, as long as fill and year-round obstructive structural impacts are minimized, park development should be feasible.

In order to find a design service qualified to deliver ready for permitting and bidding set of construction drawings, the City is interested in your firm's responses to the following questions:

What experience does your firm possess in relation to the design of city parks and recreational opportunities?

How would your firm approach coordinating with the City on plans which can be implemented immediately?

How would your firm use technology to keep information flowing and understandable?

How will your firm optimize staffing and responsiveness for the benefit of the City?

What additional benefits will your firm bring to the City over and above those contemplated by this request?

Creative, workable, and efficient approaches to the above questions will receive significant weighting in the rating and ranking process described below. The City will be comparing the range and depth of services being offered in contrast to the rate to be billed for those services in order to increase the economic efficiency of services provided. The City has also imposed a not-to-exceed budget amount of \$21,500.00.

Anticipated Notice of Award should be mailed by March 24, 2017 with contract refinement to be prepared the following week. The successful response will be used as the basis for a subsequent Personal Services contract. The City Manager will be the local contact for the Firm and will facilitate the Firm's interaction with the City, as it performs contractual services.

Anticipated Start date is April 5, 2017.

2.0 BACKGROUND

The City adopted the City of Tillamook Parks and Recreation Plan in 2013. The Plan provides a framework for improvements and changes to the existing City park-and-recreation system, as well as potential development of new City park-and-recreation areas and facilities over a ten-year period. The City owns several park facilities that are in need of upgrades and also has potential park opportunities in other public owned lands.

These properties are located in the FEMA floodway and flood plains therefore are regulated by FEMA regulations regarding dedicated open spaces.

A map of the Heritage Recreation Area from the City Parks and Recreation Master Plan is attached (Exhibit C).

Dean Memorial Wayside Park:

Dean Memorial Wayside Park is current special use park-and-recreation area, located off Highway 101 North, at 800 North Main Avenue. This property, formerly the site of Dean Motors was acquired by FEMA and transferred to the City for use as open space with the attached deed restriction (Exhibit D). It is

located within the FEMA designated floodway.

Current facilities include a food cart, a memorial plaque, a short walking path, picnic tables, non-designated off-street parking, restrooms, a large grassy field, and a large wooded/wetlands area.

Improvements include the creation of a Southbound truck rest area, RV parking & hook-ups, restrooms, trash cans, bike rack, additional seating (benches and picnic tables), lighting, park signage, mapping which displays the park's location on the pedestrian loop system, wetlands enhancement, and demonstration gardens along the frontage as part of the green corridor planting area. A portion of the park area could be fenced and utilized for dogs on or off leash. This park is recommended to be dedicated for dog use, wayside purposes, and parking.

Killamook Park:

The Killamook Park property is located east of North Main Avenue at 2210 Hadley Road, near the end of Hadley Road. It once was the site of the Tillamook RV company, which was purchased by FEMA and deeded to the City as open space with a similar restriction.

Future improvements to this property could include lighting, park signage describing the park-and-recreation area, mapping which displays the park's location on the pedestrian loop system, off-street parking, RV parking and hook-ups and restrooms. Additional parking would serve the Hadley Ball Fields across the street.

Hadley Fields:

The Hadley Fields property is located southeast of the intersection of Hadley Road and North Main Avenue (Hwy 101). The site of the former Safeway Supermarket, which was purchased by FEMA and deeded to the City as open space with a similar restriction.

The Hadley Field property is planned to serve as athletic fields for City, School District, YMCA, and non-profit use. The improvements to the Hadley Field property include supporting field flexibility for multiple types of sports, lighting, field drainage, access to public restrooms, and storage. Field related improvements could also include a backstop, ball-netting, bleachers, and an off-street parking area.

Improvements planned for the former Coast Tire property include multiple food cart concessions that service the ball fields. This aspect will be designed by the City Engineer with a restroom to serve the remainder of the parks.

Plans for the Hadley Fields property include a 50' wide green corridor planting area along the frontage of the property visually linking with a green corridor in Dean Memorial Wayside Park. The green corridor will provide an attractive Highway 101 entryway into the downtown area.

3.0 DESCRIPTION OF SERVICES

The firm shall provide a full scope of services offered as outlined in this RFP. The responding firm may propose alternative components or solutions not identified in this document.

The scope of the project would include:

- 1) Contract negotiation between the City and Firm;
- 2) In coordination with the City Engineer food court design, prepare draft designs and cost estimates of improvement for the three integrated park areas as described above for presentation to the City Beautification Committee;
- 3) Any redesign or additions to the designs as specified by the City Beautification for final approval and recommendation to the City Council.
- 4) Presentation and submission of final draft to City Council for approval.

4.0 RFP EVALUATION CONSIDERATIONS

All responses will be judged based on the following criteria, with the evaluation weighted as indicated:

4.1 Category 1 – Qualifications (30%)

The experience of key personnel assigned to the project with regard to their documented ability to successfully provide the proposed services. The firm shall submit resumes of the key personnel who would perform the described work. Each resume shall reflect the competency of each staff member for the work, noting past experience and expertise of similar scope and complexity.

4.2 Category 2 – Resources and Capabilities (30%)

The Firm shall have the capability to provide quality and responsive services with respect to the following:

- a. Ability to meet the City of Tillamook's needs, including the ability and willingness to work cooperatively with City staff;
- b. Use of current technology;
- c. Clear, creative, workable, and efficient approaches to the questions in Section 1; and
- d. Demonstrated ability to deliver the proposed services for the optimal benefit of the City.

4.3 Category 3 – Service pricing (40%)

The proposed pricing, along with service rate structure for any additional unanticipated work, and the firm's approach to controlling costs will be evaluated under this category.

5.0 INSTRUCTIONS TO FIRMS

5.1 Contact Person

For questions or clarifications regarding any element of this RFP, the following individual can be contacted:

Paul Wyntergreen, City Manager
City of Tillamook
210 Laurel Avenue
Tillamook, OR 97141

pwyntergreen@tillamookor.gov

5.2 Addenda to RFP

In the event that it is necessary to revise any part of the RFP, addenda will be provided to all vendors who received the initial RFP or subsequently requested a copy. This includes any amendment of dates in the Schedule for Selection Process. Any addenda so issued are to be considered part of the specifications of the RFP. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by the City of Tillamook.

If RFP holders obtain the RFP from a third party, they must notify Paul Wyntergreen of the City of Tillamook in writing or by email to be on the RFP holders list.

5.3 Firm's Responsibility For Response Costs

The Firm shall be fully responsible for all response development and submittal costs. The City of Tillamook assumes no contractual or financial obligation as a result of the issuance of this RFP, the preparation and submission of a response by a Firm, product demonstration by a Firm, the evaluation of an accepted/rejected response, or the selection of the finalist(s).

5.4 Ownership of Responses

All responses and associated materials received shall become the property of the City of Tillamook.

5.5 Response Acceptance or Rejection

The City of Tillamook reserves the right to reject any or all responses, to accept or reject any or all the items in the response, to waive any informality in the responses received, and to award a contract in whole or in part, if it is deemed to be in the best interest of the City of Tillamook. The City of Tillamook reserves the right to negotiate with any firm after responses are opened and the winning response is awarded, if such action is deemed to be in the best interest of the City of Tillamook.

In addition to the factors mentioned above, Firms are cautioned to review carefully all terms, conditions and specifications of the RFP prior to submittal of responses. The Personal Services contract may be awarded strictly on the basis of the Firm's response including the Firm's qualifications as received and without further discussion. Therefore, each response should be submitted to the City of Tillamook in the most favorable terms from both a cost and qualification standpoint.

5.6 All responses shall be valid through April 30, 2017.

5.7 Withdrawals and Modifications

Any responses can be withdrawn or modified in writing by contacting Paul Wyntergreen, City of Tillamook, prior to March 7, 2017, at 2:00 p.m.

5.8 Contract

The successful respondent will be expected to enter into a contract with the City of Tillamook. The respondent will be required to maintain Errors and Omissions

insurance for the duration of the agreement.

5.9 Proposed RFP and Contract Schedule

The City of Tillamook reserves the right to change the schedule or terminate the selection process at any time at the City of Tillamook's sole discretion. Notice thereof will promptly be provided to parties on the City of Tillamook's RFP holders list.

6.0 FIRM REQUIRED INFORMATION

The response, which must consist of one unbound and three bound copies with a digital PDF copy, shall also include:

- a. The Firm name, mailing address, email address, phone number(s) of the Firm and Contact Person for the response.
- b. A description of the Firm;
- c. A list of the names, positions, and responsibilities of each of the Firm's personnel that will be assigned to provide services for the contract;
- d. A copy of brief resumes for the lead persons to be assigned to the City;
- e. The identity of the Firm's manager with corporate responsibility for performance of the services provided; and
- f. The Firm's related experience to perform the range of services requested by this RFP, including clientele reference contacts.

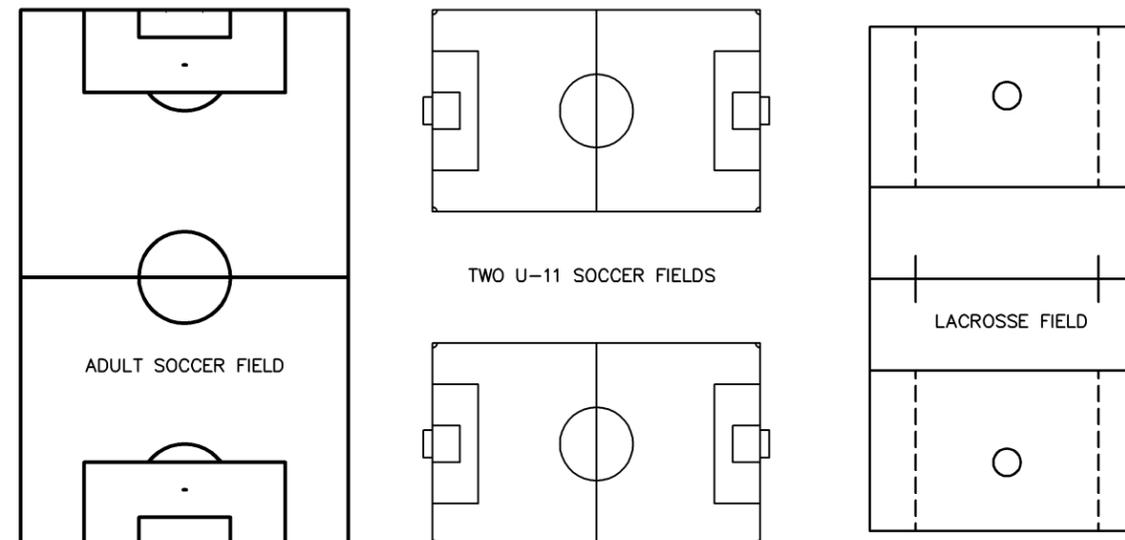
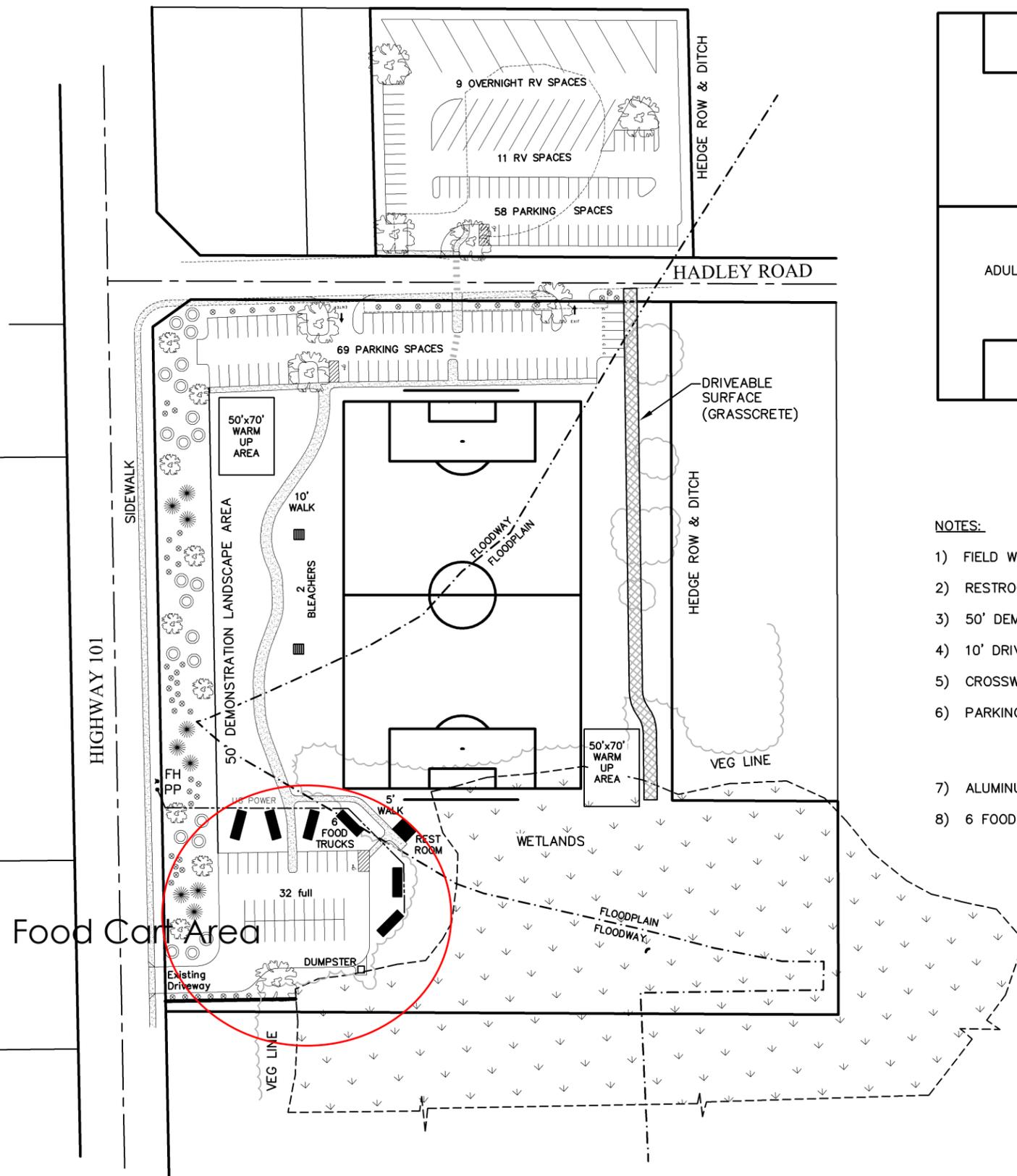
7.0 COMPLAINTS

Any respondent who has submitted a response to the City of Tillamook and who is adversely affected by the City of Tillamook's contract award to another respondent has 5 days after issuance of the Notice of Intent to award the contract, to submit a written protest of award to the City of Tillamook. Such right to protest shall conform to the requirements of OAR 137-030-0104(1) and specify the grounds upon which the protest is based.

An adversely affected respondent must exhaust all avenues of administrative review and relief before seeking judicial review of the City of Tillamook's contract selection. Written concerns must be mailed to:

Paul Wyntergreen, City Manager
City of Tillamook
210 Laurel Avenue
Tillamook, OR 97141

EXHIBIT A



NOTES:

- 1) FIELD WILL ACCOMMODATE FULL SIZE SOCCER FIELD, TWO U-10 FIELDS & LACROSSE FIELD.
- 2) RESTROOM - TWO UNISEX ROOMS (See S.H.E. PARK) PLACED OUT OF FLOODWAY AND IN FLOODPLAIN.
- 3) 50' DEMONSTRATION LANDSCAPE ALONG HWY 101.
- 4) 10' DRIVABLE WALKWAY ALONG HWY 101 SIDE, 12' DRIVABLE (GRASSCRETE) ALONG EAST SIDE FOR ACCESS TO WETLANDS.
- 5) CROSSWALK TO NORTH HADLEY PARKING LOT.
- 6) PARKING: SOUTH LOT - 32 FULL SIZE SPACES & 1 ADA SPACE
NORTH LOT - 61 FULL SIZE SPACES, 6 COMPACT SPACES, 1 ADA SPACE
HADLEY N LOT - 56 FULL SIZE SPACES, 1 ADA SPACE, 11 RV PARKING SPACES, 9 RV OVERNIGHT SPACES OR ALTERNATELY, 18 ADDITIONAL RV PARKING SPACES.
- 7) ALUMINUM REMOVABLE BLEACHERS - 9'x 9' w/ 5 ROWS OF SEATING/EACH.
- 8) 6 FOOD TRUCKS w/ OUTDOOR EATING AREAS.

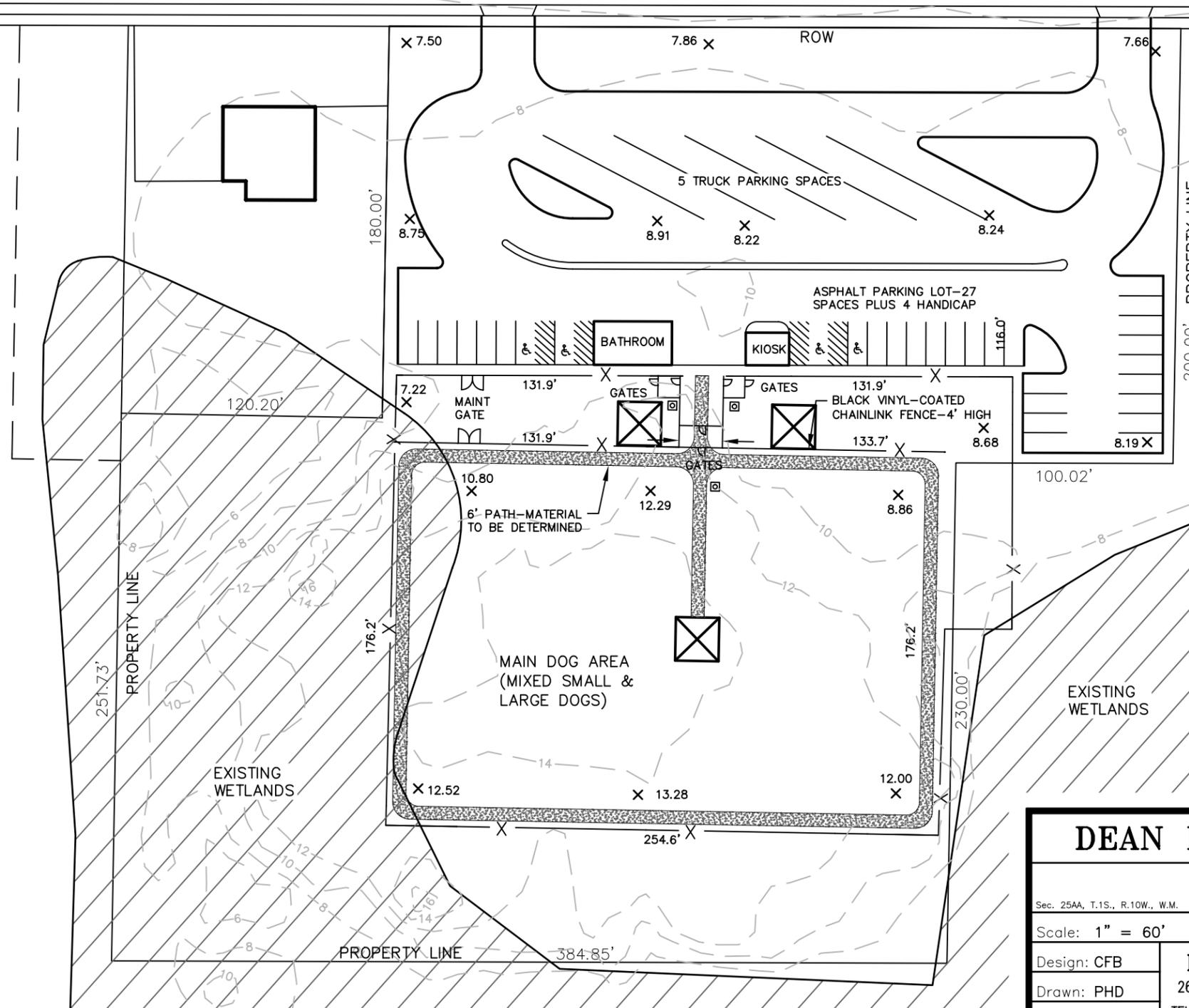
Food Cart Area

City of Tillamook		
HADLEY FIELDS		
<small>Sec 30, T1S, R9W, WM</small>		<small>TILLAMOOK COUNTY, OREGON</small>
Scale: 1" = 120'	Date: Sept. 30, 2016	Revised:
Design: JMB	Boatwright Engineering, Inc. 2613 12th Street SE, SALEM, OREGON 97302 TEL: (503) 363-9225 • FAX: (503) 363-1051	Job No.
Drawn: JMB		Sheet
Chkd: CFB		1 of 1



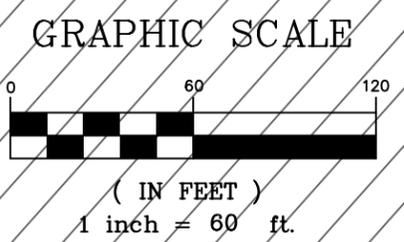
EXHIBIT B

HIGHWAY 101



-  20'x20' COVERED AREA
-  DOG DRINKING WATER
- 8.19 X SPOT ELEVATIONS
-  EXISTING WETLANDS

NOTE:
THE ENTIRE SITE IS IN THE FEMA FLOODPLAIN. THE 100 YEAR BASE FLOOD ELEVATION FOR THIS SITE IS 11.6' NGVD29 DATUM.



DEAN MEMORIAL DOG PARK

CITY OF TILLAMOOK

Sec. 25AA, T.1S., R.10W., W.M.		TILLAMOOK COUNTY, OREGON	
Scale: 1" = 60'	Date: JAN. 28, 2016	Revised:	
Design: CFB	Boatwright Engineering, Inc.		Job No.
Drawn: PHD	2613 12th Street SE, SALEM, OREGON 97302		Sheet
Chkd: CFB	TEL: (503) 363-9225 • FAX: (503) 363-1051		1 of 1



TILLAMOOK PARKS\DEAN MEMORIAL DOG PARK.DWG

EXHIBIT C

Killamook Park

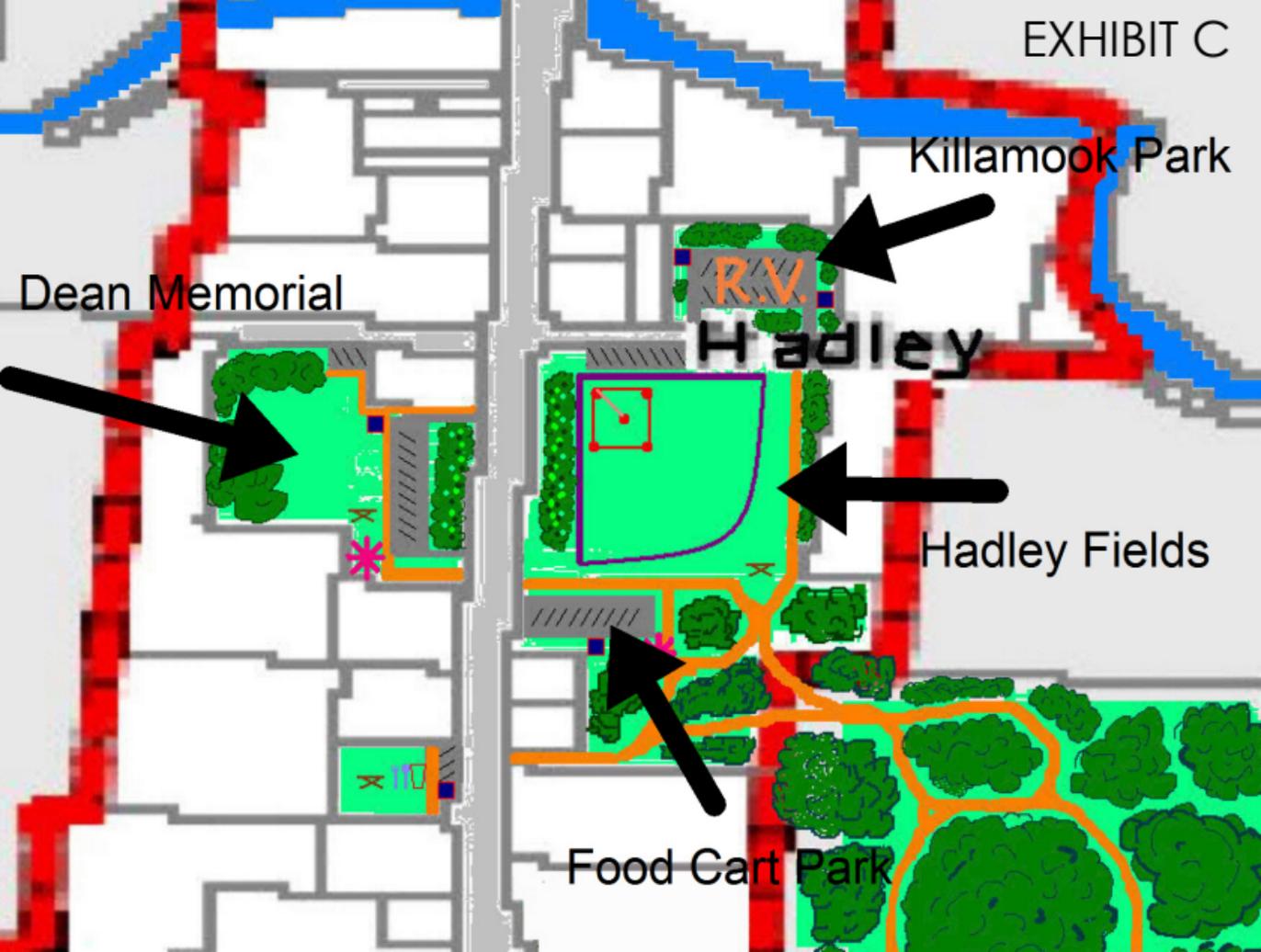
Dean Memorial

RV

Hadley

Hadley Fields

Food Cart Park



**EXHIBIT D
RESTRICTION**

Language to be used is as follows:

In reference to the property or properties ("Property") conveyed by the Deed between [property owner] participating in the federally-assisted acquisition project ("the Grantor") and [the local government], ("the Grantee"), its successors and assigns:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program ("HMGP"), FEMA DR-1733-OR, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, [State of Oregon has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and has entered into a mitigation grant program Grant Agreement dated October 18, 2011 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in City of Tillamook, and City of Tillamook participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

Whereas, the City of Tillamook, acting by and through Tillamook County Board, has applied for and been awarded federal funds pursuant to an agreement with Oregon dated _____ ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. **Terms.** Pursuant to the terms of the [select mitigation grant program] program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. **Compatible uses.** The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. **Structures.** No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

- 1 ii. A public rest room; or
- 2 iii. A structure that is compatible with open space and conserves the natural function of the
- 3 floodplain, including the uses described in Paragraph 1.a., above, and approved by the
- 4 FEMA Administrator in writing before construction of the structure begins.

5 Any improvements on the Property shall be in accordance with proper floodplain management

6 policies and practices. Structures built on the Property according to paragraph b. of this section

7 shall be flood-proofed or elevated to at least the base flood level plus 1 foot of freeboard, or

8 greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in

9 accordance with criteria established by the FEMA Administrator.

10 c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster

11 assistance for any purpose with respect to the Property, nor may any application for such assistance be made

12 to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to

13 structures on the property occurring after the date of the property settlement, except for pre-existing

14 structures being relocated off the property as a result of the project.

15 d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property

16 only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee

17 in accordance with this paragraph.

18 i. The request by the Grantee, through the State, to the FEMA Regional Administrator must

19 include a signed statement from the proposed transferee that it acknowledges and agrees

20 to be bound by the terms of this section, and documentation of its status as a qualified

21 conservation organization if applicable.

22 ii. The Grantee may convey a property interest only to a public entity or to a qualified

23 conservation organization. However, the Grantee may convey an easement or lease to a

24 private individual or entity for purposes compatible with the uses described in paragraph

25 (a), of this section, with the prior approval of the FEMA Regional Administrator, and so

26 long as the conveyance does not include authority to control and enforce the terms and

27 conditions of this section.

28 iii. If title to the Property is transferred to a public entity other than one with a conservation

29 mission, it must be conveyed subject to a conservation easement that shall be recorded

30 with the deed and shall incorporate all terms and conditions set forth in this section,

31 including the easement holder's responsibility to enforce the easement. This shall be

32 accomplished by one of the following means:

33 a) The Grantee shall convey, in accordance with this paragraph, a conservation

34 easement to an entity other than the title holder, which shall be recorded with the deed, or

35

36 b) At the time of title transfer, the Grantee shall retain such conservation easement,

37 and record it with the deed.

38 iv. Conveyance of any property interest must reference and incorporate the original deed

39 restrictions providing notice of the conditions in this section and must incorporate a

40 provision for the property interest to revert to the State, Tribe, or local government in the

41 event that the transferee ceases to exist or loses its eligible status under this section.

42 2. **Inspection.** FEMA, its representatives and assigns including the State or Tribe shall have the right to enter

43 upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to

44 ensure compliance with the terms of this part, the Property conveyance and of the grant award.

45 3. **Monitoring and Reporting.** Every three years beginning on December 1, 2014, the Grantee (City of

46 Tillamook), in coordination with any current successor in interest, shall submit through the State to the FEMA

47 Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding

1 the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the
2 property conveyance, and the grant award.

3 4. **Enforcement.** The Grantee, the State, FEMA, and their respective representatives, successors and assigns,
4 are responsible for taking measures to bring the Property back into compliance if the Property is not maintained
5 according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and
6 responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of
7 enforcement, shall include the following:

8 a. The State will notify the Grantee and any current holder of the property interest in writing and
9 advise them that they have 60 days to correct the violation.

10 i. If the Grantee or any current holder of the property interest fails to demonstrate a good
11 faith effort to come into compliance with the terms of the grant within the 60-day period, the State
12 shall enforce the terms of the grant by taking any measures it deems appropriate, including but not
13 limited to bringing an action at law or in equity in a court of competent jurisdiction.
14

15 ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any
16 measures it deems appropriate, including but not limited to 1 or more of the following:

17 a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and
18 Grantee; and current holder of the property interest.
19

20 b) Requiring transfer of title. The Grantee or the current holder of the property interest
21 shall bear the costs of bringing the Property back into compliance with the terms of the
22 grant; or
23

24 c) Bringing an action at law or in equity in a court of competent jurisdiction against any
25 or all of the following parties: the State, the Tribe, the local community, and their
26 respective successors.

27 5. **Amendment.** This agreement may be amended upon signatures of FEMA, the State, and the Grantee only
28 to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.
29

30 6. **Severability.** Should any provision of this grant or the application thereof to any person or circumstance be
31 found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall
32 not be affected and shall remain valid and enforceable.

33 *[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]*
34

35 Grantor's Signature _____

36 Date _____

37 Name (printed or typed) _____

38 Grantee's Signature Suzanne Weber
39

40 Date 11.28.2011

41 Grantee's Name Suzanne Weber

42 Grantee's Title Mayor, City of Tillamook