



REQUEST FOR PROPOSAL (RFP)

**PROFESSIONAL SERVICES
FOR**

ARCHITECTURE, ENGINEERING AND RELATED SERVICES

HAPPY VALLEY PUBLIC WORKS

PUBLISHED APRIL 2026

PROPOSALS DUE: MAY 21, 2026 AT 2:00PM

**CITY OF HAPPY VALLEY
16000 SE MISTY DRIVE
HAPPY VALLEY, OR 97086**

- Proposal Materials can be Found at:** City of Happy Valley’s Website: Bids and Proposals
<https://www.happyvalleyor.gov/business/engineering-division/bid-advertisements/>
- Proposals Due:** Not Later than 2:00:00 PM Pacific Time, May 21, 2026
Late proposals will not be accepted or considered.
- Submit Proposals to:** ELECTRONIC SUBMITTAL
Submit electronically via email to djung@happyvalleyor.gov
No hardcopy submittals will be accepted.
- Direct Questions to:** Procurement Contact: Dan Jung
Email: djung@happyvalleyor.gov
Deadline for Questions: May 8, 2026

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SECTION 1: INTRODUCTION

About the City of Happy Valley

The City of Happy Valley, Oregon is a rapidly growing and forward-looking community located in the southeastern Portland metropolitan region. Known for its strong quality of life, strategic infrastructure investments, and commitment to thoughtful growth, Happy Valley has evolved from a primarily residential suburb into an emerging civic and economic center.

To support this growth and maintain high levels of service for residents and businesses, the City continues to invest in critical infrastructure and operational facilities. Public Works plays a vital role in maintaining the City’s transportation network, parks infrastructure, and other essential public services. As the community expands, the need for modern, efficient, and well-located operational facilities has become increasingly important.

The City is pursuing the development of a new Public Works Facility to support operations, improve service delivery, and accommodate future growth. This facility will provide space for administrative functions, fleet/re-fueling and equipment storage, maintenance activities, a covered decanting area, materials storage, and other operational needs that support the City’s Public Works Department. The project represents an important investment in the City’s long-term ability to maintain infrastructure, respond to community needs, and operate efficiently.

Project Description

The City of Happy Valley is soliciting proposals from qualified firms to provide Architectural, Engineering and Related services (“Design Services”) for the planning, design, and construction of a new Happy Valley Public Works Facility (“Project”). The City will be selecting the Civil Engineering services for this project under a separate procurement process. The response to this solicitation should include all design services for the on-site improvements and off-site roadway improvements apart from the Civil Engineering scope.

The Project site is generally located near SE Armstrong Circle and State Highway 212 and consists of approximately 7 acres, characterized by significant topography and environmental constraints. Conceptual master planning and feasibility analysis for the site have been completed, including evaluation of multiple site layout options, access strategies, grading concepts, utility extensions, and environmental considerations.

The conceptual program anticipates one or more buildings totaling approximately 50,000 square feet, including administrative office space, maintenance and warehouse functions, fleet and equipment facilities, and outdoor service yards. The City assumes access from SE Armstrong Circle will be provided via a new public right-of-way. The final scope, configuration, and phasing will be refined as design progresses. Due to the site’s topography, access constraints, and infrastructure requirements, site design will be a critical driver of project feasibility, cost, and overall success, including right-of-way design, public utility extensions, and stormwater management. The proposing teams should include all required coordination with the City’s civil engineering design firm during the design process and should assume that the on-site progress sets, permit set, and final construction drawing sets will include fully-coordinated civil engineering drawings as provided by the City’s selected civil engineering firm.

As part of the early project phase, the City anticipates that the selected firm will support scoping and analysis of potential program expansion options, including the feasibility of incorporating a police station and/or other public safety functions in conjunction with the Public Works Facility.¹

¹ The Public Works Facility is considered the “base scope.” Program expansion options and other additional services will be incorporated into the contract, as needed, as additional services.

At the time of issuance of this RFP, the City anticipates procuring the general contractor through a “hybrid” approach combining best value selection and selective bidding. This is intended to be a two-step process. In the first step, the City will conduct a competitive procurement to shortlist and prequalify approximately three (3) to five (5) general contractors based on qualifications, relevant experience, and overall best value. In the second step, the prequalified contractors will be invited to participate in a competitive process to develop and submit Guaranteed Maximum Price (GMP) proposals. These GMP proposals will be reviewed and evaluated by the Owner, with support from the Owner’s Representative and Design Team, to select the contractor that provides the best overall value to the City.

Specht Development Inc has been selected as the Owner Representative for the project. They will participate in the Design, Construction and Closeout process and will be an integral part of the team.

The City has completed preliminary concept planning and feasibility analysis to inform the Project; however, all concept materials are provided for context only and do not represent final design direction.

Project Budget

The project’s construction cost is currently estimated at approximately \$25 million - not including the potential expansion options - subject to change and refinement as design progresses.

Project Schedule

The City anticipates design commencing in June 2026, construction beginning in summer 2027 and completing in summer 2028. A preliminary schedule is provided.

SECTION 2: PROPOSAL SUBMITTAL AND KEY DATES

Proposal Submittal: Proposals must be submitted electronically and received by the City of Happy Valley no later than **2:00 p.m. on May21, 2026**. Proposals shall be clear, concise, and shall not exceed twenty (20) pages. The page limit applies to Sections 5.2 through 5.7 only. The Proposal Cover Page (Section 5.1), and Supporting Information (Section 5.8) do not count toward the page limit. Proposals exceeding the stated page limit may not have the additional pages reviewed or considered.

For purposes of this RFP, a proposal is considered “received” when it has been successfully delivered to and is accessible within the City of Happy Valley’s email system at the designated submission address by the stated deadline, as evidenced by the City’s email system time and date stamp. Proposals that are transmitted but not received by the deadline will be considered late and will not be accepted.

Proposals must be submitted in **PDF format**. Proposers are responsible for ensuring that file size and format are deliverable and received by the City prior to the deadline.

The City will provide an email confirmation of receipt for proposals that are received by the deadline and accepted for review.

Proposals should be addressed to:

Dan Jung
Capital Improvement Program Manager
djung@happyvalleyor.gov
(503) 886-8443

RFP and related documents may be obtained via the City's website at <https://www.happyvalleyor.gov/business/engineering-division/bid-advertisements/>

Key Dates*:

Request for Proposal Advertised: April 17th, 2026
Non-Mandatory Site Walk for Proposers: April 30th, 2026
Last Day for Questions to be Submitted: May 8th, 2026
RFP Protest/Change Request Deadline: May 14th, 2026
Proposals Due: May 21st, 2026
Notice of Competitive Range: May 28th, 2026
Interview Dates (if necessary): June 2-3, 2026
Notice of Intent to Award: June 5th, 2026
Challenge Period Expires: June 12th, 2026
Anticipated Contract Start: June 15th, 2026

*These dates are approximate and subject to change at the sole discretion of the City.

A non-mandatory pre-proposal meeting will be held at the project site located off 17225 SE Armstrong Circle on April 30th, 2026 @10:00AM.

SECTION 3: INQUIRIES, PROTEST PROCEDURES, AND CONFIDENTIALITY

Questions and Clarifications

Any Proposer requiring clarification of this Request for Proposals (RFP) must submit written questions to the City of Happy Valley Procurement Contact identified on Page 1 of this document. Email is the preferred method of communication. Questions must be received by the deadline stated on Page 1.

Questions shall include the RFP title in the subject line and, to the extent practicable, be consolidated into a single email. Each submission must relate only to this solicitation. The City

reserves the right, at its sole discretion, to reject or decline to respond to questions that do not comply with these requirements.

Contract Review

A sample contract is included with this RFP as Attachment B. Proposers are expected to review the contract terms and conditions as part of preparing their proposal. Any questions, concerns, or requested changes to the contract must be submitted in writing as part of each Proposer's proposal.

By submitting a proposal, the Proposer acknowledges that it has reviewed the sample contract and agrees to enter into a contract substantially in the form provided. Failure to raise objections or requested changes may be deemed acceptance of the contract terms.

Addenda

Responses to questions, as well as any clarifications, revisions, or changes to this RFP, will be issued only by written addenda in accordance with the City's contracting rules and the Oregon Public Contracting Code. Addenda will be posted through the City's designated procurement distribution method and shall become part of the RFP.

Oral communications, interpretations, or representations shall not be binding on the City of Happy Valley.

Proposers are responsible for reviewing all addenda issued prior to the proposal deadline and shall acknowledge in the proposal receipt of each addendum as part of the proposal. Failure to acknowledge or comply with addenda may result in a proposal being deemed non-responsive.

Proposal Withdrawal

Any proposal may be withdrawn at any time before the "Proposal Due" date and time specified on page 1, by providing a written request for the withdrawal of the proposal to the City. A duly authorized representative of the proposer shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal on this or future projects. Proposals cannot be withdrawn within one hundred and twenty days (120) after the proposal due date.

Rejection or Acceptance of Proposals

The City may reject or accept any or all proposals or parts thereof, submitted in response to this RFP.

The City expressly reserves the following rights to:

- Disregard any or all irregularities in the proposals.
- Reject any or all of the proposals or portions thereof upon finding it is in the public interest to do so.
- Base award with due regard to the quality of services, experience, compliance with the RFP, and other factors that may be necessary under the circumstances.
- Reject all proposals and re-advertise at the City's sole discretion.

- Cancel the procurement in its entirety at the City's sole discretion.

This RFP does not commit the City to award a contract and the City will not reimburse a proposer for any costs incurred in responding to this RFP. Submitted responses are considered public records, subject to the Oregon Public Records Act and the Confidentiality Statement below. (OAR 137-048-0220(4)(J)).

Notice of Intent to Award

The City will issue a written Notice of Intent to Award prior to final contract award to all Proposers. The notice may be provided electronically and shall identify the apparent successful Proposer.

Protest and Appeal Process

Protests may be submitted to Dan Jung, Capital Improvement Program Manager, at djung@happyvalleyor.gov

Prospective Proposers may submit a written protest of anything contained in the RFP and may request a change to any provision, specification or Contract term contained in the RFP, no later than **seven (7) calendar days prior** to the Proposal **deadline** set in the RFP. Protests shall follow the requirements set forth in OAR 137-048-0240(1). Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications, or Contract terms. The City will not consider any protest or request for change that is submitted after the submission deadline. If the City determines that additional information or interpretation is necessary; such information or interpretation will be supplied in Addenda. Oral instructions or information concerning the specifications of the Project from City managers, employees or agents to prospective Proposers shall not bind the City.

Protests of a notice of intent to award must be in writing and received by the Capital Improvement Program Manager at djung@happyvalleyor.gov within seven (7) calendar days, UNLESS OTHERWISE NOTED, following the issue date of the City's Notice of Intent to Award. The protest must specifically state the reason for the protest and show how its proposal or the winning proposal was scored incorrectly or show how the selection process deviated from that described in the solicitation document. No contract will be awarded until the protest has been resolved.

Protests must be timely and must include all legal and factual information regarding the protest and a statement of the form of relief requested. Protests received later than specified or from other than the proposer who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

The Capital Improvement Program Manager may waive any procedural irregularities that had no material effect on the selection of the proposed proposer, invalidate the proposed award, amend the award selection, request the evaluation committee re-evaluate any proposal or cancel the solicitation and begin again to solicit new proposals. The Capital Improvement Program

Manager shall create a written opinion on the protest and forward that opinion to the City for further action. In the event that the City returns the matter to the evaluation committee, the City shall issue a notice cancelling the Notice of Intent to Award. Decisions of the City are final and conclude the administrative appeals process.

Contract Execution

If selected for award, the Proposer will be required to enter into a written contract with the City of Happy Valley containing material terms and conditions consistent with the sample contract included in the RFP. The City reserves the right to modify contract terms as permitted by law and as determined to be in the City's best interest.

If the selected Proposer fails to negotiate or execute a contract within a reasonable time and in good faith, the City may terminate negotiations and proceed with the next highest-ranked Proposer.

Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

Confidentiality Statement

The City of Happy Valley abides by the public records laws of the State of Oregon. As such, proposal documents are generally considered to be a matter of public record after the contract for work has been awarded. Information in a proposal may or may not be considered to be exempt from public disclosure based on the following:

- Trade secrets as identified in ORS 192.345(2);
- Information submitted in confidence as identified in ORS 192.355(2).

To the extent of the law, the City will endeavor to keep information confidential if the proposer marks the subject information as confidential. If a proposal contains any information that the Proposer believes is exempt from disclosure under the various grounds specified in the Oregon Public Records Law, the Proposer must clearly designate each such portion of its proposal as exempt at the time of proposal submission, along with a justification and citation to the legal authority relied upon. Identifying the proposal, in whole, as exempt from disclosure is not acceptable. Failure to identify specific portions of the proposal as exempt shall be deemed a waiver of any future claim of that information as exempt.

The City will make available to any person requesting information, through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so. City may also, in its sole discretion, elect to publish all such information at any time, regardless of whether or not a public records request has been received. However, if a public records request is made for material marked by the Proposer as exempt, the City will attempt to notify the impacted Proposer prior to any release of the material. Application of the Oregon Public Records Law by the City will determine whether any information is actually exempt from disclosure. The City

accepts no liability for the release of any information submitted and any claims arising out of any public record request for such information shall be at the proposer's expense.

Incurred Costs

The City is not liable for any costs incurred by proposers in the preparation and/or presentation of their proposals.

SECTION 4: SCOPE OF WORK

The Consultant shall advance the project from initial design through construction, including:

Pre-Design / Programming

The Consultant shall validate project requirements, operational needs, and site constraints in coordination with the City, Owner's Representative, and Public Works staff.

Deliverables:

- Program validation summary (spaces, adjacencies, operational workflows)
- Site constraints and opportunities analysis
- Stakeholder interviews as needed
- Basis of design narrative (initial systems and performance criteria)
- Preliminary project schedule and decision-making framework

Schematic Design (SD)

The Consultant shall develop and evaluate conceptual design options and establish the overall project framework in coordination with the City's civil engineering consultant. Design shall include evaluation of building systems, materials, and cost ranges (e.g., structural systems, enclosure approaches, operational yard configurations), as well as site development strategies including grading, drainage, utility infrastructure, and access/circulation. Note: The City is strongly considering a pre-engineered building system.

Tasks include:

- Conceptual site planning (building location, yard layout, fleet circulation)
- Evaluation of plan options for incorporating Police into this facility. Assume that we have made the go/no-go decision by end of the SD phase.
- Site due diligence (survey, geotechnical, utilities, environmental constraints)
- Preliminary building plans, sections, and elevations
- Evaluation of structural systems and primary materials
- Conceptual MEP systems and utility strategies
- Preliminary site engineering approach, including grading strategies responsive to existing topography, stormwater management systems, and public and private utility design and extensions, led by the City's civil engineering design consultant and fully integrated into the overall site and building design
- Preliminary landscape and irrigation concepts
- Coordination of renderings/visualizations
- Conceptual cost estimating

- Identification of acoustic requirements, including sound mitigation strategies for adjacent residential areas
- Code analysis (occupancy, egress, parking, zoning)
- Sustainability and energy strategy considerations
- Coordination meetings and design review workshops

Deliverables:

- Minimum three (3) schematic design options for review and consideration
- Schematic Design drawing set (plans, sections, elevations, site layout)
- Outline specifications describing systems and quality standards
- Schematic Design narrative (systems, materials, assumptions)
- Preliminary utility and infrastructure concept
- Construction cost estimate
- Renderings and schedule for design and decision-making

Design Development (DD)

The Consultant shall advance the approved schematic design into a coordinated and defined design solution.

Tasks include:

- Development of architectural design (plans, sections, elevations, materials)
- Refinement of structural systems and sizing criteria
- Development of MEP systems (equipment sizing, layouts, performance criteria)
- Coordination of building systems and clearances
- Development of site design, grading, circulation, and utilities by City's civil engineering design consultant, and fully coordinated with building and site layout.
- Development of detailed landscape and irrigation design
- Updated renderings as needed
- Refined cost estimates @ approximately 50% DD & 100% DD
- Coordination with an acoustic consultant to develop sound mitigation strategies responsive to nearby residential uses
- Preparation of outline specifications and design criteria
- Ongoing coordination and design review with the City

Deliverables:

- 50% Design Development documents (drawings and outline specifications)
- 100% Design Development documents (drawings and outline specifications)
- Updated Basis of Design (all disciplines)
- Coordinated system layouts (architectural, structural, MEP, site interfaces)
- Updated construction cost estimate
- Updated renderings and schedule for design and decision-making

Construction Documents (CDs)

The Consultant shall prepare complete, coordinated construction documents suitable for permitting, bidding, and construction.

Tasks include:

- Preparation of detailed architectural, structural, MEP, and site drawings
- Final engineering calculations and system design
- Final landscape and irrigation documentation
- Coordination of all disciplines and specifications
- Preparation of project manual and bid documents
- Coordination with cost estimator
- Incorporation of City review comments

Deliverables:

- 75% Construction Documents/Bid/Permit Documents (drawings and specifications)
- 100% Construction Documents
- Bid Set/Permit Set project manual and specifications
- Permit Set code compliance documentation
- Construction cost estimate @ approximately 50% CD

Land Use Entitlements and Permitting

The Consultant shall prepare, coordinate, and manage all land use, entitlement, and permitting processes required for the Project. This includes compliance with the City of Happy Valley as well as coordination with all other applicable authorities having jurisdiction, which may include county, state, and regional agencies; utility providers; and environmental and transportation regulatory bodies. The Consultant shall be responsible for identifying all required approvals, sequencing submittals, and coordinating responses across agencies to maintain project schedule.

Deliverables:

- Land use and entitlement application materials (narratives, drawings, exhibits)
- Permit application packages and supporting documentation for all applicable agencies
- Coordination with jurisdictional agencies, utility providers, and regulatory authorities
- Responses to agency and jurisdictional comments, including consolidated tracking of comments and resolutions
- Hearing presentations and supporting materials (as required)
- Permitting and approvals matrix identifying required submittals, agencies, and timelines

Bid Assistance

The Consultant shall support the bidding and procurement process.

Deliverables:

- Responses to bidder RFIs
- Addenda documentation
- Bid evaluation support and recommendation
- Attend optional site visits as required

Construction Administration

The Consultant shall provide construction-phase services through project closeout.

Deliverables:

- Submittal reviews and tracking
- RFI responses
- Site observation reports
- Meeting participation and documentation
- Punch list(s)
- Record drawings (based on contractor markups)
- Closeout documentation / as-built coordination

Coordination and Integration

The Consultant shall lead a fully integrated design process across all disciplines and stakeholders.

This includes coordination with:

- City staff and Project Manager
- Owner’s Representative
- Public Works operations staff
- City civil engineering design consultant
- City Council (as required)
- Utility providers and regulatory agencies

Right-of-Way and Infrastructure

The Consultant shall coordinate with City’s civil engineering design consultant for all site access, frontage improvements, and utility connections required to serve the facility.

Deliverables from City’s civil engineering consultant shall include:

- Site access and circulation exhibits (including fleet turning movements)
- Utility connection diagrams and service coordination documentation
- Grading and drainage approach documentation
- Supporting drawings and exhibits for permitting

Meetings, Schedule, and Cost Control

The Consultant shall participate in all required meetings and maintain project controls.

Deliverables:

- Regular meeting materials and summaries
- Project schedule (baseline and updates)
- Cost estimates at SD, 50% DD, 100% DD, and 50% CD milestones
- Value engineering / cost reconciliation documentation

Design shall remain within the established budget.

Risk Management

The Consultant shall proactively identify and manage project risks.

Deliverables:

- Risk register and ongoing updates
- Coordination/issue tracking log
- Mitigation strategies at key milestones

SECTION 5: EVALUATION AND AWARD

Proposers will be evaluated by a review panel of at least three individuals using the criteria below. The City may request clarifications or conduct interviews with one or more Proposers. If interviews are conducted. After initial evaluation of proposals, the City may request price proposals from as many as three (3) of the highest scoring proposals. The City reserves the right to waive minor informalities, seek clarification of proposals, and accept the proposal that best serves the interests of the City.

Information that is required from the applicant as part of the proposal shall include:

1. Proposal Cover Page and Certifications (not scored)

Proposers shall include a one-page cover page containing the following information:

- Full legal name of the proposing firm or business entity
- Primary contact person for the proposal, including address, phone number, and email
- Identification of the person(s) authorized to represent the Proposer in negotiations
- Identification of the person(s) authorized to execute a contract on behalf of the Proposer
- A statement that the Proposal shall remain valid for a minimum of ninety (90) days from the proposal due date

The cover page may be signed electronically. No separate transmittal letter is required.

2. Firm Background (10 points)

Proposals shall describe your firm's history and current status: years in business, office location(s), number of employees, area(s) of expertise, etc. Include information identifying the firm's annual volume and financial/bonding capabilities.

Describe your company's experience with projects of similar size, scope, setting, and schedule. Proposers shall include examples of recent, relevant projects that demonstrate both comparable building and site uses (e.g., public works, operations, maintenance, fleet, or similar facilities).

Please provide any comments or clarifications on the proposed Contract within this section of the RFP response.

3. Project Team, Relevant Experience, and Project Management (35 points)

Proposals shall describe the qualifications, experience, availability, and management capability of the proposed project team. The City will evaluate the team's organization, key personnel, and demonstrated ability to deliver complex, multidisciplinary public facilities, including coordination with operational stakeholders and, if applicable, separately retained consultants.

At a minimum, this section shall include:

- An organizational chart identifying the prime consultant, subconsultants, and key personnel
- Identification of the Project Manager and key discipline leads (e.g., architecture, land use planning, structural, MEP, permitting, and construction administration)
- A brief description of each team member's role, responsibilities, and level of involvement
- Identification of team members responsible for coordination with City staff, the Owner's Representative, Public Works operations staff, utility providers, and any separately retained consultants
- A summary of recent, relevant experience delivering comparable public facilities, including specific project examples for key team members that demonstrate similar building and site uses (e.g., public works, operations, maintenance, fleet, or similar facilities).
- Proposers should demonstrate successful delivery of site-intensive public or operational facilities involving grading, drainage, utility coordination, and fleet/yard circulation, and clearly identify the role of proposed team members in those projects.
- Proposers shall provide examples of projects where the civil engineering consultant team has been contracted separately and how your firm ensured cross-coordination and communication amongst the key team members.

The City will evaluate:

- Experience delivering comparable public or operational facilities from early-stage design through construction administration
- Experience integrating building and site design, including coordination of utilities, circulation, and operational requirements
- Effectiveness of the proposed project management, coordination, communication, and issue-resolution approach
- Availability and workload of key personnel for the duration of the project

4. Project Understanding and Approach (15 points)

Proposals shall describe the Proposer's approach to delivering the Public Works Facility from initial design through permitting, bidding, and construction. The City will evaluate the clarity, feasibility, and effectiveness of the proposed strategy for completing the project.

At a minimum, this section shall include:

- A clear understanding of the project’s current status, including the early-stage nature of design and remaining work
- The proposed approach to programming validation, design development, and decision-making
- The approach to site development, including grading strategies, stormwater management, right-of-way design, and public and private utility infrastructure, and how these elements will be coordinated with architectural and operational needs
- The proposed approach to coordination with City staff, the Owner’s Representative, Public Works operations staff, and any separately retained consultants (including civil engineering, if applicable)
- The approach to permitting, bidding, and construction administration
- Identification of key delivery risks and strategies to manage schedule, budget, and coordination challenges, including site-related risks such as topography, stormwater requirements, utility conflicts, and permitting constraints

Proposers shall also provide a preliminary, diagrammatic project schedule illustrating execution from project initiation through construction completion, including key milestones, design phases, review cycles, and assumptions.

The City will evaluate:

- Effectiveness of the proposed approach to delivering the project from initiation through completion
- Integration of design, permitting, and construction considerations
- Clarity and realism of the proposed delivery strategy and schedule
- Identification and management of key risks affecting schedule, cost, and coordination

5. Quality/Cost Control (15 points)

Proposals shall describe the Proposer’s approach to ensuring quality, cost control, and constructability throughout the design and construction process.

This section may include:

- Examples of how the firm ensures effective quality control, cost control, and service
- The approach to reviewing and coordinating design documents at key stages of design
- Cost control strategies and the firm’s perspective on current construction market conditions in Happy Valley
- How the proposed design approach will maximize project value and scope within the available budget

The City will evaluate the Proposer's ability to deliver a high-quality, buildable project that provides maximum value for the City.

6. Scheduling and Phasing (15 points)

Proposals shall describe the Proposer's approach to scheduling and phasing the work to successfully deliver the project from design through construction.

At a minimum, this section shall include:

- A preliminary, diagrammatic project design and entitlement schedule showing how the work will be executed
- Identification of key schedule risks and the proposed strategies to mitigate those risks
- Assumptions regarding design review cycles and iterations, including how the schedule accommodates revisions if initial concepts require modification

The City will evaluate the feasibility, clarity, and realism of the proposed schedule and phasing approach.

7. Other Differentiators (10 Points)

Proposals shall describe any qualifications, experience, or approaches that distinguish the Proposer from other firms and add value to the project.

This section may include:

- Innovative or effective techniques related to design delivery, quality control, schedule management, or budget control
- Innovative approaches to management of the civil/site design, including grading optimization, stormwater management strategies, utility coordination, right-of-way design, and integration of site and building systems to improve constructability, cost efficiency, and long-term operational performance.
- Specialized experience, tools, or methods that improve efficiency, coordination, or project outcomes
- Lessons learned from similar projects that would benefit this project

The City will evaluate the relevance and applicability of the proposed differentiators to the successful delivery of this project

8. Supporting Information (optional)

Resumes, references, brochures, No page limit.

Interviews (If Conducted)

Following initial scoring, the City may invite one or more top-ranked Proposers to participate in interviews. The City will provide interview instructions to the invited proposers ahead of the scheduled interview date. Interviews will not introduce new evaluation criteria.

Contract award and protest procedures are governed by Section 3 of this RFP.

SECTION 6: RFP ATTACHMENTS

1. Statutorily Required Public Contracting Provisions (Attachment A)

2. City Contract (Attachment B)

Proposers are advised to thoroughly review and familiarize themselves with the draft personal/professional services agreement. Proposers are advised to carefully review the insurance requirements contained in the sample standard contract.

The successful applicant will also be required to have a City business license. Details and application are available at [Business Licenses | City of Happy Valley \(happyvalleyor.gov\)](https://www.happyvalleyor.gov/business-licenses).

Requirements applicable to contractors on all public contracts, including the contract that will be awarded under this solicitation, are attached as Attachment A.

3. Public Works Concept Planning (Attachment C)

The City is providing a preliminary Project presentation dated May 2, 2025 for informational purposes only. This material is intended to provide high-level context regarding the Project site, programming needs, existing conditions, and initial planning concepts.

All information contained in this presentation is preliminary, non-binding, and subject to change as planning and design progress. Proposers shall not rely on this information as a definitive basis for scope, budget, schedule, or pricing assumptions. The City provides this material solely to support the Proposer's general understanding of the Project and makes no representations regarding final program, design, or delivery approach.

3. Preliminary Schedule (Attachment D)

Respondents shall review the overall project schedule, with particular attention to major phases, including design, entitlements, permitting (including civil and roadway approvals), and construction. Proposers are not expected to review individual task durations. Any concerns, assumptions, or exceptions related to the overall schedule or major phase durations must be clearly identified in the proposal, along with proposed adjustments for the Owner's consideration.

ATTACHMENT A
Statutorily Required Public Contracting Provisions

Contractor shall observe all applicable state and local laws pertaining to public contracts. Pursuant to ORS Chapters 279A, 279B and 279C, which require every public contract to contain certain provisions, and other state law, the following provisions shall be a part of this contract, as applicable. All defined terms in this Attachment shall be interpreted in accordance with Solicitation or Contract Document and the relevant statutory provision.

1. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a disadvantaged, minority owned, woman owned, veteran owned, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).
2. Pursuant to ORS 279B.220 or 279C.505, as applicable, Contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
3. Pursuant to ORS 279B.225, every public contract for lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
4. Pursuant to ORS 279B.230(1) or 279C.530(1), as applicable, Contractor shall promptly, as due, make payment to any person, co-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 monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
5. Pursuant to ORS 279B.230(2) or 279C.530.(2), as applicable, in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
6. Pursuant to ORS 279B.235(1) and 279B.020 and ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten

hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

- i. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - ii. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - iii. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).
 - iv. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.
 - v. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
7. Environmental Laws. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
8. Oregon Tax Law Compliance: Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this Contract, represents and warrants that it has faithfully has complied with, and will continue to comply with during the term of this Contract: (A) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Failure to comply with this section is a default for which the City may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.
9. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform these services in the

state of Oregon prior to entering into this Contract.

10. Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the Contracting Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in Writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the Contracting Agency consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in Writing.