



Junction City School District #69

Request for Proposals (RFP) #18- SU 2018

Construction Manager/General Contractor

(CM/GC) Services For The

Summer 2018 ADA & Safety Upgrades and Seismic Project

Proposal Closing:

2:00 PM, Wednesday, January 10th, 2018

Submit Proposal Response in a sealed envelope or package
on or before the proposal closing date and time stated above to:

Junction City School District #69

Attn: Alison Covey

325 Maple Street

Junction City, OR 97448

LEGAL ADVERTISEMENT:

**REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES FOR
JUNCTION CITY SUMMER 2018 ADA & SAFETY UPGRADES AND SEISMIC
PROJECT
JUNCTION CITY SCHOOL DISTRICT**

Date of Publication: Friday, December 15, 2017

The Junction City School District, will be accepting sealed proposals from general contractors to provide construction manager/general contractor (CM/GC) services for the Summer 2018 ADA & Safety Upgrades and Seismic project.

The District passed a capital bond for \$14.635M in May of 2016. Approximately \$2.7M of the bond is budgeted for construction costs for the CM/GC public improvement contract for the new Summer 2018 ADA & Safety Upgrades and Seismic project.

Based on findings prepared by the District and for which a public hearing was held on December 14, 2017, the District board passed a resolution exempting the capital improvement contract for the Junction City School District Summer 2018 school project from procurement by competitive bid, and authorized the use of a Construction Manager/General Contractor (CM/GC).

It is the intent of the District to enter into a contract with the selected CM/GC including a fixed fee and based on a guaranteed maximum price (GMP) for the entire scope of work and based upon the described project funding resources.

RFP packages, which include submittal requirements, may be obtained on or after December 15, 2017, from:

Alison Covey
Business Manager
Email: acovey@junctioncity.k12.or.us
Phone: (541) 998-6311

Electronic copies may be obtained at no charge from the Oregon Procurement Information Network (ORPIN) located on the web at <http://orpin.oregon.gov/open.dll/welcome>.

A mandatory pre-proposal conference will be held at Oaklea Middle School, 1515 Rose Street Junction City, Oregon at 1:30 P.M. on Wednesday, December 20, 2017. A brief site tour will occur followed by tours of Laurel Elementary School, 1401 Laurel Street, Junction City, OR, and then at Territorial Elementary School, 92609 Territorial Road, Junction City, OR.

Proposals must be submitted to Ms. Covey by **2:00 P.M. on Wednesday, January 10, 2018**, at the Junction City School District Administration Building, 325 Maple Street, Junction City, Oregon 97448. Late proposals will not be accepted. Proposals will be opened at 2:05 p.m. on the date and at the location that proposals are due.

The District may reject any proposal not in compliance with all applicable public procurement procedures and requirements, and may reject for good cause any or all proposals upon a finding of the District it is in the public interest to do so. All proposers must be registered with the Oregon Construction Contractors Board at the time of proposal submission. Failure to register will be sufficient cause to reject a proposal as non-responsive. Each proposal must contain a statement as to whether the proposer is a resident proposer, as defined in ORS 279A.120. The Summer 2018 ADA & Safety Upgrades and Seismic project is a Public Work subject to ORS 279C.800 to 279C.870 (requiring payment of prevailing wages) and applicable non-discrimination requirements.

The selected CM/GC firm will need to provide a guaranteed maximum price for the full cost of the construction, and services, including the CM/GC's fee. The CM/GC firm will also need to provide a performance and payment bond for the full amount of the GMP. The District reserves the right to waive any and all informalities in the best interest of the District.

This CM/GC procurement will be conducted under rules promulgated by the Oregon Attorney General, OAR 137-049-0600 through OAR 137-049-0690.

1.0 PROGRAM DESCRIPTION

The Junction City School District serves approximately 1,600 K-12 students on four campuses throughout Junction City, Oregon. The Junction City School District employed an architectural firm to evaluate the current buildings and develop a list of necessary upgrades to the middle school and the two elementary schools.

The firm identified the following:

- Upgraded entry lobbies to improve safety/security of students when school is in session.
- American with Disabilities Act upgrades to bring facilities in closer compliance to code.
- Seismic structural upgrades to the existing Gym and adjacent structure, and replacement of wood shingled siding at Oaklea Middle School.

The upgrades were included in a successful 2016 bond measure. The \$14.635 million bond measure was passed in May of 2016 by a margin of 9 percent. The District has also secured funding from a State Seismic grant, Measure 98 funds and Career Technical Education funds. These funds total approximately \$3 million dollars for the construction upgrade costs and associated seismic work for the three schools.

2.0 OVERVIEW OF SCHEDULE and SCOPE OF SERVICE

The District has begun the planning/design phase of the project as of December of 2017. Because of the complex nature of this project, the District intends to utilize a CM/GC process for construction. On December 14, 2017, the School District passed an exemption permitting the use of the CM/GC process for this project.

Design work is underway with the architect to explore and identify the best solutions for the placement of the upgrades, repairs, and staging. A CM/GC firm will be hired in time to inform the design phase with constructability input, site logistics and budgeting.

Hazardous materials (asbestos, etc.) abatement may be required for some of the work. The architect and District will address hazardous material abatement and removal needs, if any, in the design phase. The District will separately procure the services of an environmental consultant, who will prepare designs and specifications for necessary hazardous materials abatement. Such abatement work, if required, would be competitively procured, separate from the primary CM/GC public improvement contract for demolition and new construction. The schedule for such hazardous materials abatement work would be coordinated by the A/E into the District's project schedule.

The District recognizes that the planning, design and construction schedule for multi-facility work is aggressive. In addition, the work will need to be prioritized in order to ensure that the

work is done within the funds available, and the new building is substantially complete by August 17, 2018 and in sufficient time for occupancy and start of school.

In order to address the design schedule and construction duration, the District intends to use the CM/GC process for the work. When a CM/GC firm is employed, the firm will provide the District, throughout the life of the project, with construction management services. Those services will include, but not be limited to: Assistance with programming, planning, design, scheduling, cost estimates, life-cycle cost-engineering, value-engineering, determining constructability and providing different construction options; and sequencing of work.

When a CM/GC firm is employed, the CM/GC will serve as general contractor for the project, at-risk. At approximately 75% design, the CM/GC will provide the District with a guaranteed cost for the actual construction work (cost of the work). The guaranteed cost, plus the CM/GC's fee (which is a bid percentage fee multiplied by the maximum cost of the work), plus any early work agreements and the preconstruction phase fee shall be defined as the Guaranteed Maximum Price (GMP). The GMP shall be within the District's construction budget. The CM/GC will also provide the District with a performance bond and a payment bond from a surety qualified in the State of Oregon, for the full amount of the GMP. Except where waived by the District, the CM/GC will then publicly and competitively bid or quote all the work of the project to subcontractors. The subcontracts will be between the CM/GC and the subcontractors. The schedule for the project will be guaranteed by the contract between the District and the CM/GC. The District reserves the right to include liquidated damages in the GMP contract. The determination of the use of liquidated damages will be part of the GMP negotiation.

The project may involve multiple bid packages. In addition, it is expected that wherever possible, the bid packages will contain separate trade contracts - with the CM/GC acting as general contractor to these separate subcontractors.

The actual cost of the construction, less CM/GC's fee, shall be called the Cost of the Work. By executing a Guaranteed Maximum Price (GMP) amendment to the contract, the CM/GC guarantees that the Cost of the Work plus the CM/GC fee plus the preconstruction phase fee plus any early work agreements shall not exceed the GMP. Should the Cost of the Work plus the CM/GC fee plus the preconstruction phase fee plus any early work agreements be less than the GMP, any such positive difference shall be realized as "savings" to the District at the end of the project. Although it is the intention of the District to save money on the project if at all possible, the District reserves the right to work with the CM/GC and A/E to use anticipated savings to add additional necessary components of the program which may have been omitted from the GMP for budgetary reasons.

Within the GMP, the CM/GC shall include all costs, except those specifically excluded, for producing a fully functioning facility, to the general level of scope defined by the outline specifications produced as part of the GMP negotiation.

The District will separately contract for A/E and CM/GC services. The contract with the

selected A/E firm will contain companion elements to those required of the CM/GC. Since schedule is of critical importance, firms are encouraged to respond to this RFP only if they believe themselves capable of fully meeting the production, schedule requirements and complex nature of design and construction elements as outlined in this RFP. In such consideration, firms should allow time for addressing unknown circumstances and problem solving.

The success of the process will lie as much or more with the ability of the three parties to work together, as it will on technical expertise and the program. The District is seeking to employ team members for the A/E and the CM/GC, who are capable of and experienced in working within a collaborative and problem-solving mode. The District is looking for organizations and individual team members who are capable of and willing to commit to producing a quality facility that meets or exceeds the requirements of the program, on time and within budget. The selection process will be geared, in part, to looking at prior experience in terms of quality construction delivered on-time and within budget. Further, the CM/GC proposers will be assessed for their prior experience in working with A/E firms during design to ensure minimal coordination issues and errors and omissions in the drawings and specifications that are put out to bid by the CM/GC. The parties will work together in an on-going partnering mode in order to minimize miscommunication and promote the greatest efficiency and clarity. Conflict resolution skills and claims avoidance history will be reviewed for all proposers.

The District has retained deChase Miksis Development as Owner's Representative to assist with coordinating and managing the planning, design, and construction program. Other external consultants may also be employed by the District to support project success.

3.0 PROPOSED CONSTRUCTION METHODOLOGY: CM/GC

It is in the best interest of the District to use the construction manager/general contractor (CM/GC) form of contracting for the above described work. Under this form of contracting, the CM/GC firm is hired at the beginning of the project to assist with design considerations, administrative coordination, scheduling, budget estimating, constructability review, and value engineering. The CM/GC provides these management services, as well as management of the construction, for a negotiated fee. In addition, the CM/GC will provide, during the design process, a guaranteed maximum price (GMP) for the full value of the construction, backed up by separate performance and payment bonds, each for the full value of the GMP. Subject to parameters described within the contract, "subcontractable" work will be competitively procured by the CM/GC firm, with the oversight of the District. Should the CM/GC firm choose to bid any of the subcontractable work, then bids will be managed by the District.

The CM/GC process is being recommended, in part, in order to meet the accelerated schedule of design and construction, as described above. The schedule is made possible through the phasing of design and construction with over-lapping elements. The CM/GC firm will also provide assistance in dealing with construction complexities during the design process. The total project

cost will be kept within budget through the guaranteed maximum price, for which there is a contractual agreement before the project goes to construction. The CM/GC's participation in the design process serves to maximize scope and quality, while maintaining schedule and budget.

The CM/GC process is being recommended, in part, in order to ensure the highest degree of coordination and safety for students and staff as work occurs adjacent to areas that will be in instructional use.

4.0 SPECIFIC CM/GC REQUIREMENTS

The CM/GC shall provide all standard professional services in connection with this project. In addition, the CM/GC will provide those services specifically described in this section, in the contract, and in the general conditions for construction.

Schematic Design (SD).

The Schematic Design package has been completed for this project and is available as **Exhibit A**. Upon award of the contract the CM/GC shall:

Develop and initial cost estimate of the work for all three schools with sufficient detail to evaluate options for cost control and budgeting.

Develop an initial overall project schedule that outlines key budgeting milestones, permitting, procurement, and construction activities at the 3 sites to ensure completion of the project by August 17th, 2018. This schedule shall be coordinated with the A/E design work effort.

With the A/E, develop a strategy for submitting and obtaining all necessary land use and building permits in a timely fashion. Meet with planning, fire, building and other regulatory officials as necessary. Attend all meetings pertaining to land use, fire, permitting, as required. It is anticipated that these functions will continue throughout all phases of the project.

Design Development/ Construction Document (CD).

Due to the compressed schedule once the CM/GC has put in place the project controls, developed an initial budget and outlined an initial schedule the project will move into a combined Design Development/Construction Document phase of the project.

The CM/GC shall:

Attend weekly meetings with A/E and District.

Prepare a detailed milestone schedule identifying the work to be performed by the A/E, the District and the CM/GC during this phase.

Review the plans and specifications and advise the A/E and the District if the estimated construction costs are tending to exceed the estimated budget. In a timely fashion, provide the A/E with alternatives that will bring the project cost within budget, without compromising the scope agreed to in the outline specification.

Review architectural, civil, mechanical, electrical, and structural plans as they are developed and make value engineering and constructability recommendations.

Update the construction time schedule so that at the completion of the Construction Document phase, an accurate detailed construction time schedule will be developed.

At approximately 75% Construction Documents, negotiate a GMP as follows:
Cooperate fully in the development and execution of a guaranteed maximum price (GMP) for the Cost of the Work plus Fee. Cooperate fully with the A/E and any independent cost estimators, project manager and/or consultants employed by the District.

If the CM/GC's cost estimate is not in alignment with the District's construction budget the AE, CM/GC and the District shall make concerted efforts to adjust the budget and scope within fourteen (14) calendar days to bring the project in on Budget. Efforts shall include, but not be limited to: Program revisions, architectural revisions, value engineering, and additional construction options. The CM/GC and the District agree to provide full resources to achieve an agreement on the GMP. In anticipation of the possibility that the CM/GC's initial estimate is higher than the construction budget set by the District, the CM/GC in conjunction with the A/E shall have prepared a list of deductive design options and value engineering proposals that have a net aggregate value of at least 20% of the CM/GC's initial estimate.

In order to facilitate this process, the CM/GC agrees to make all records, calculations, drawings, and related materials available to the District and A/E on an on-going basis. The CM/GC and District shall have full opportunity to view all documents related to this agreement and all necessary documents will be made available to the District and CM/GC at regular meetings at a district location, Junction City, Oregon. Design documents will also be made available electronically on a continuously updated basis.

Prepare and put out to bid early bid packages as described in the project schedule included within this RFP and as deemed appropriate. (See the reference to bid packages in the Bidding section).

Review all design and specification documents for completeness, coordination, proper details, compliance with program and master plan requirements and adherence to codes or applicable agency requirements.

Bidding Phase.

Continue all reporting as described in earlier phases.

Assemble all bid packages, according to the contractual requirements and Owner procedures. Recommend to the Owner modification to existing procedures or implementation of new procedures where appropriate.

Ensure that all bid packages, including those early packages that are developed during CD, are within budget. It is the responsibility of the CM/GC to provide the A/E with sufficient viable options, in a timely fashion, such that the bid packages will be within budget.

Prepare or have prepared all (building) permit applications. The CM/GC and A/E will have met with the appropriate building officials at an earlier phase to ensure that the plan review time will meet the project requirements.

Process all (building) permit applications and approved documents. Retain copies of permits for the Owner's permanent files.

Prepare a final construction estimate for each bid package before it goes to bid. Review and report on all bids against these final estimates. Update the total project budget. Provide detailed spread sheets of full program bidding/quoting/direct procurement, subject to contractual parameters, clearly identifying the selected bids/quotes/proposals that result in the least cost and/or best value to the District. Without separate approval of the district, the CM/GC shall identify the combination of bids/quotes/proposals that result in the least total cost to the District.

Maintain an accounting system for effective fiscal control, including a weekly detailed cost estimate and a monthly status report with budget recommendations.

Construction Phase. It is contemplated that the CM/GC will issue multiple bid packages with multiple trade contracts within each bid package.

Conduct regular site progress meetings weekly. Produce and distribute comprehensive minutes of all such meetings, including, but not limited to: Submittal review and status, supplemental instructions, RFI's, proposed changes (both "within" and "outside" of the GMP), outstanding issues, schedule review, budget review, daily and weekly progress reports, safety issues, contractor, owner, and architect issues, etc. The weekly report will include at a minimum, a three-week look ahead schedule, with clear identification of items on the project's critical path. In addition, the CM/GC will provide and produce daily observation reports identifying weather and site conditions, work in progress, subcontractors on-site, safety and other issues, with digitized color pictures as appropriate.

Fully coordinate the work of all subcontractors and vendors. Provide regular and on-going quality inspection and assistance to the A/E in ensuring that the work meets all specifications and applicable codes.

Review and expedite all change order requests, both included within the GMP and involving a change to the GMP. Provide a detailed cost analysis of all proposed subcontractor costs. Negotiate with subcontractors to bring their costs in line with the CM/GC's estimate. Ensure that all change orders, potential change orders, and other change order instruments receive the Owner's prior approval before the execution of work and that all costs are either on a lump sum basis or a time and materials (T&M) basis with a not-to-exceed (NTE) limit. No T&M work shall occur without a NTE limit. For work performed on a T&M or unit basis, monitor and ensure that accurate records are maintained.

In the event that interpretation of the meaning and intent of the plans and specifications becomes necessary, expedite consultation and resolution with the A/E and render a recommendation to the Owner.

Monitor progress of work and recommend such action as may be necessary to keep project on schedule and budget.

Review and make recommendations for all payment requests. Physically inspect the work and materials connected with each payment request.

Review all requests for time extension. Work with the subcontractors, A/E, and the Owner to find solutions, wherever possible, to avoid delaying elements on the critical path.

Prepare, or have prepared (with CM/GC verification for accuracy and completeness), as-built "drawings" for permanent retention by the Owner, and for use in production of record drawings by the A/E. It is the intent of the District program to use electronic record keeping including electronic record keeping for as-built drawings, preferably in BIM.

Maintain an accounting system for effective fiscal control, including a bi-weekly detailed cost estimate and a monthly status report with budget recommendations.

Monitor compliance with payment of prevailing wages on all contracts and subcontracts, per ORS 279C.

Provide all closeout documentation as required by Contract, General Conditions, and Specifications.

Participate in (multiple) warranty inspections at, but not exceeding, one year after substantial completion of all phases of work.

5.0 SELECTION PROCESS

To be considered for this project, the prospective proposer must submit one original and seven (7) copies of its complete proposal, including one document clearly marked as the original, and provide a digital pdf copy, submitted to Alison Covey Junction City School District

Administration Building, 325 Maple Street, Junction City, Oregon 97448. The submittals shall be tabulated in separate sections and labeled to match the requirements of Section 7.0. All materials, except for charts and tables, shall be in 8-1/2" x 11", portrait style format. Submissions shall be limited to 30 double sided pages with a minimum font size of 10 point. Prequalification is not required.

Proposals must be received no later than 2 PM on Wednesday, January 10, 2017, and the Contract and Certification Offer must be signed by a person authorized to bind the proposer to the proposal. Submit proposals to: Ms. Alison Covey, Business Manager, at the district main administrative office, 325 Maple Street, Junction City, Oregon. **Late proposals will be rejected. It is the responsibility of the proposer to ensure that their document is received at the correct location on time. Failure to submit on time is not a minor informality and will not be waived by the District.** The Contract and Certification Offer must acknowledge receipt of all addenda, if any.

A mandatory pre-proposal conference will begin at Oaklea Middle School, 1515 Rose Street Junction City, Oregon at 1:30 P.M. on Wednesday, December 20, 2017. A brief site tour will be occur followed by tours of Laurel Elementary School, 1401 Laurel Street, Junction City, OR, and then at Territorial Elementary School, 92609 Territorial Road, Junction City, OR.

The CM/GC will be selected on the basis of several factors, including, but not limited to: Experience, staff qualifications, approach to this specific project, reference checking, interview (for finalists), and fee. Proposals submitted in response to this RFP will be reviewed and ranked by a selection committee. A select number will then be invited to an interview. References for the firms will be checked. The results of the proposal ratings, interviews, and reference checks, shall be used to determine a final ranking for the finalists. A recommendation will be presented to the Board of Directors of the Junction City School District for their consideration and award. The recommendation will be based on the above scoring and reference checks, and will list the firms in ranked order. Ranking will be based on individual committee member scoring. Each committee member will rank each firm based on the points they have awarded. The ideal ranking would be the lowest ranking (1) times the number of committee members. If negotiations are not successful after 7 calendar days, the District may then proceed to negotiate with the second ranked firm(s), and so forth, until a successful contract is negotiated. If unsuccessful in negotiating a contract at any point, The District may use any other option available under the statute, including, but not limited to, abandoning the CM/GC process and procuring the public improvement contract by competitive bid.

6.0 EVALUATION CRITERIA/SCORING PROCESS

All the proposals received will be reviewed based on the following criteria. Each evaluation criterion has been assigned points based on its relative value to the scoring as a whole. The criteria and their associated points are as follows:

Criteria	Items	Points
A. Overall construction experience	7.1 & 7.2	10
B. Qualifications of proposed personnel and team	7.3	15
C. Educational facility experience	7.4	10
D. CM/GC experience	7.5	15
E. Value Engineering & BIM Experience/Capability	7.6	10
F. Proposed approach	7.7	20
G. Local knowledge	7.8	5
H. Fee	7.9	15
Total Available		100

The interview criteria will be provided to the firms being selected for interview at least 48 hours prior to the interview. The interview shall be worth a maximum of 50 points.

7.0 SPECIFIC SUBMITTAL REQUIREMENTS

Responses to the following items must be provided, following the format described above. All submissions shall be limited to 30 pages double sided with a minimum font size of 10 point. Pay attention to specific requests for information: Points will be deducted, in whole or in part, from the scoring, for non-responsiveness. **A signed (in ink) Certification and Contract Offer (last section of this RFP) must be included with the Proposal.**

- 7.1 Firm Description.** Provide a brief description of your firm's history and its capabilities. Describe the types of projects that you perform and the relative number (and dollar value) of each. Include annual volume figures for the past five years and current bonding capacity. Provide a letter from your bonding agent stating that they will bond you to this job for up to \$3 million should you be awarded a contract for the project.
- 7.2 Recent Firm Experience.** Provide a listing, in chronological order, in chart format, of your firm's last completed projects of \$3 million or more (provide a list of at least 3, if the firm has completed 3 such jobs). Otherwise, list the 3 largest completed projects. Include: Completion date; name of owner, contact person, and current phone; location of job; brief description of job (i.e., middle school, housing project, office building, etc.); final construction contract amount; total dollar amount of change orders; total claims, by dollar amount, by your firm against Owner going to litigation/arbitration; total claims, by dollar amount; awarded to you by litigation/arbitration; total claims submitted by Owner against proposer and those in this category awarded by litigation/arbitration Provide a brief narrative description of all claims that were arbitrated/litigated.
- 7.3 Staffing.** Provide a project organization chart showing your proposed staff for this job, including all professional staff in the following areas: Project management; corporate oversight and administration; engineering and estimating; and on-site construction supervision. Include resumes for all individuals listed in the chart. Clearly identify the involvement of each person at each phase and/or the proposed percentage or full time equivalent (FTE) that each person will work on this project during (1) design and (2) construction (100% = 1.0 FTE).
- 7.3.1** For those individuals that are not full time, describe how they will work on the project. If your proposal includes individuals from more than one firm, describe prior experience, if any, of the firms and individuals working with each other (please be specific) and how the proposed team will work for this project. The resumes must include each individual's education, work history, length of tenure with your firm, and prior experience, if any, with educational facilities (or comparable) construction, and experience working with public sector CM/GC-GMP jobs. When discussing the prior experience of the individuals, please

be specific as to the nature of their assignment, the percentage of their time they spent on the project and for what duration, and the level of responsibility that they held.

7.3.2 By listing the individuals in the proposal, the firm guarantees that these individuals will work on the project at an approximate minimum of the percentages shown. The District reserves the right to approve or reject any changes to the proposed personnel. The District further reserves the right to request a substitution of personnel if deemed to be in the best interest of the District.

7.3.3 Should the proposer be invited to an interview, questions will be directed solely to the proposed key project staff. At a minimum, the project manager and the project superintendent will need to be in attendance at the interview.

7.4 Educational facility Experience. Provide a listing, in chronological order, in chart format, of all of your firm's experience in building educational facilities during the past ten years. Include: Completion date; name of owner, contact person, and current phone; location of job; brief description of job (middle school new construction, high school renovation, etc.); gross building square footage; final construction contract amount; total dollar amount of change orders; total claims, by dollar amount, by your firm against owner going to litigation/arbitration; total claims, by dollar amount, awarded to you by litigation/arbitration. Provide a brief narrative description of all claims that were arbitrated/litigated.

If educational facility experience is limited, other comparable facilities may be listed.

7.5 CM/GC Experience. Provide a discussion and/or listing of experience with CM/GC-GMP jobs within the public sector. If a list is provided, use a similar format to the one described in 7.2, listing the original GMP, final GMP, and the final Cost of the Work. If the Cost of the Work exceeded the GMP, please provide an explanation. Indicate the complexity of these projects.

7.6 Value Engineering and Capability. State specifically who on your team can and does provide value engineering, cost-estimating, and what their backgrounds are in these area. State the percentage of time these people are committed to value engineering and cost-estimating for the firm in general, and for this project in specific. Describe your firm's experience with value engineering, especially in short time frames as in this project. **State how you will do the estimating and value engineering for the mechanical, electrical and structural components of the project (i.e., in-house staff, subcontractors, etc).**

7.7 Overall Project Approach. Describe your firm's overall approach to the complete project. Discuss your approach to: Reviewing the program, the budget and schedule; assisting during design; and managing the construction. Within the parameters described in this solicitation, how would you organize and monitor the work to ensure the stated intent of

quality, function, timely completion, and cost within budget? What will be done by your firm to guarantee that the GMP will be achieved as required? Do you see any other major challenges to successful completion, and how do you propose to approach them?

7.8 Local knowledge. Describe your firm's knowledge and experience with the labor market and building conditions in the Lane County.

7.9 Fee. State the Pre-Construction Phase fee as a not-to-exceed limit (total dollar amount), for work performed under the contract until the successful execution of a GMP. State the all-inclusive hourly charges for key personnel involved with the Pre-Construction Phase.

State the CM/GC Fee, as a percentage of the maximum Cost of the Work for which your firm would contract to perform this project. Please refer elsewhere in this RFP and in the sample contract for a definition of what is included in the fee. The fee so stated shall be the (maximum) contractual fee if awarded the project. The District reserves the right to negotiate to a lower fee.

List the anticipated CM/GC personnel charges, on an hourly basis, for work on the project once the GMP is negotiated.

7.10 Confidential Information. The District is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of such exemptions are: trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501 (15)).

Pursuant to ORS 279B.060(6), proposals will not be open for public inspection until the Notice of Intent to Award is issued. Thereafter, the District will not disclose records submitted by a Proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations:

The Proposer shall mark all proposal pages containing the records it has determined as confidential under Oregon Public Records Law and shall segregate those pages in the following manner:

- a) Such pages shall be clearly marked "Confidential" on each page of the confidential document.
- b) Proposer shall separate confidential pages from its other proposal pages by providing the confidential pages to the District in a separate envelope or package.
- c) In its proposal, Proposer shall cite the specific statutory exemption in Oregon Records Law exempting such pages from disclosure.
- d) Items 5.8 a) or 5.8 b) will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.
- e) Proposers may not mark an entire proposal confidential. Should a proposal

be submitted in this manner, the District will hold no portion of the proposal as confidential, unless such a portion is segregated as per 5.8 b) and is determined exempt from Oregon Public Records Law.

Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the Lane County District Attorney or a court of competent jurisdiction.

Prior to disclosing such information, the District will make reasonable attempts to notify the Proposer of the pending disclosure.

7.11 Proposal Validity. Proposals shall remain valid for a period of 90 days following the proposal submission deadline.

7.12 Preference for Recycled Materials. The District shall give preference for Recycled Materials as set forth in ORS 279A.125 if:

- a) The Recycled Product is available;
- b) The Recycled Product meets applicable standards;
- c) The Recycled Product can be substituted for a comparable non-recycled product; and
- d) The Recycled Product's costs do not exceed the costs of non-recycled products by more than 5%, or a higher percentage if the District makes such a Written determination.

8.0 SCHEDULE

Task	Date
Complete Schematic Design	12/13/2017
Publish Ad for RFP & Release on ORPIN	12/15/2017
Mandatory Pre-proposal Conference	12/20/2017
Last day for questions, 12 Noon	01/03/2018
Last Date for Addenda	01/05/2018
Proposals Due, 2:00 PM	01/10/2018
Notification of Interview	01/15/2018
Interviews	01/17 or 18/2018
Notice of Intent to Award	01/19/2018
Board Approval	01/22/2018
Notice of Award	01/25/2018
75% CD's/Bid Set/Permit Submittal	03/05/2018
Begin GMP Negotiations	03/16/2018

Complete GMP Negotiations	04/02/2018
Early procurement/Submittals start	04/03/2018
Complete CD/Project permit (anticipated)	05/01/2018
Substantial Completion all sites	08/17/2018

In the interest of accelerating the project, the Owner reserves the right to negotiate with the CM/GC to advance the above dates. The District also reserves the right, at the sole discretion of the District, to extend the above dates with an appropriate adjustment of fees.

9.0 SAMPLE CONTRACT

A sample contract is attached to this solicitation as **Exhibit B**. **The CM/GC will be required to execute the material terms and conditions of the sample contract, unless it is deemed by the District to be in the District's best interest to modify the contract. The proposer should satisfy itself that it can fully execute the sample agreement if awarded the contract for the project.** Questions or requests for change, if any, should be made according to the process outlined elsewhere in this RFP.

10.0 PROPOSAL COSTS/CONTRACT AWARD

All costs of the proposal process, interview, contract negotiation, and related expenses, are solely the responsibility of the proposer. The District reserves the right to reject any or all proposals, or to modify or cancel this solicitation. Award of a contract is subject to the availability of funds.

After submittal of proposals, the District reserves the right to individually contact proposers, if necessary, to seek clarification of proposal elements. The District reserves the right to waive minor informalities and, in conjunction with seeking clarification, to permit minor modifications to proposals consistent with the intent of the proposal as originally written.

If the District awards a contract pursuant to this RFP it will award a contract to the responsible Proposer whose proposal the District determines in writing is the most advantageous to the District based upon the evaluation process and criteria described in this RFP, applicable preferences, and the outcome of any negotiations authorized by this RFP.

10.1 ADDITIONAL CONTRACT REQUIREMENTS

Proposer agrees to comply with the AIA Form A201 General Conditions of the Contract for Construction, 2009 Edition, as negotiated and modified, and which are incorporated into this RFP procurement package.

Proposer agrees to maintain accurate fiscal records that conform to generally accepted accounting principles and are in compliance with all District and State public audit and

accounting requirements.

Proposer agrees to comply with all applicable Federal, State, District, and local ordinances, statutes, rules and laws governing this project and its financing.

Proposer agrees that it will not sub-contract any part of the contract without the prior written consent of the District.

10.2 Notice of Intent to Award. The District shall notify Proposers of its Intent to Award by sending written notification to all contractors that submitted proposals.

11. COMMENTS AND APPEALS

Comments and requests for modification concerning the specifications and requirements of the R.F.P., including selection criteria, must be received in writing, hand-delivered or by e-mail, or mail, by **12 Noon on Wednesday, January 3, 2015 to Alison Covey at the same address for submittal of proposals. No comments or requests for modification will be received or considered after this date and time.**

All firms submitting proposals will be notified by e-mail of the scoring of proposals and the short-list of firms to be interviewed. Appeals, if any, must be received in writing by Ms. Alison Covey within 24 hours of the e-mail notification from the District.

All firms that are interviewed will be notified by e-mail of the final ranking of firms, and the tentative designation for award. Appeals, if any, must be received in writing by Ms. Alison Covey within five (5) days of the e-mail notification from the District.

The Superintendent, or designee, shall consider all appeals and render a prompt and final decision.

It is important for Proposers to request clarification of, or protest, the solicitation documents as provided above because an issue that could have been raised as a protest or request for clarification of the solicitation documents is not grounds for protest of award.

12.0 MODIFICATIONS

Proposals may be withdrawn and/or modified any time up until the due date and time for the submittal of proposals. After that time, the proposer may neither withdraw nor modify its proposal. However, notwithstanding the above, the District reserves the right, at the sole discretion of the District, to request additional information and permit modifications if the District believes that such modifications will be in the best interest of the District and that competition will not be substantially altered.

If the District determines that a change or clarification to the solicitation documents is necessary,

such information, clarification, or interpretation will be supplied in a written addendum sent to all vendors that attended the mandatory pre-proposal conference.

Addenda shall have the same binding effect as though contained in this RFP. Statements made by the District's representatives are not binding on the District unless confirmed by a written addendum.

13.0 CANCELLATION

The District reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the District's best interests. In no event shall the District have any liability for the cancellation of the award. The proposer assumes the sole responsibility for all expenses connected with the preparation of this proposal.

14.0 STATE PREVAILING WAGE RATES

State BOLI prevailing wage rates apply to this project. Please refer to applicable BOLI rule for CM/GC projects. The sample Contract has reference to BOLI PWR administrative rule and link to PWR.

15.0 ASSIGNMENT

Neither the resultant contract nor any of the requirements, rights or privileges demanded by it may be sold, assigned, contracted or transferred by the Contractor without the express written consent of the District.

16.0 NON-DISCRIMINATION IN EMPLOYMENT

The successful proposer's attention is directed to the provisions of Oregon Revised Statutes, Chapter 659, prohibiting discrimination in employment.

17.0 INSURANCE AND INDEMNIFICATION

Included in the General Conditions, which are part of this procurement solicitation package.

18.0 PERFORMANCE AND PAYMENT BONDS

The CM/GC shall be required to provide the Owner with a Performance Bond and Labor and Materials Bond each in an amount equal to 100% of the GMP, on or before execution of the contract amendment establishing the GMP. The Surety Company shall meet requirements as specified in the Contract between the Owner and the CM/GC. The Labor and Materials Payment Bond shall contain a clause specifically guaranteeing payment of all sums of money from employees and payable to the Internal Revenue Service (I.R.S.) or designee of the I.R.S, and all contributions or amounts due to the State of Oregon from the General Contractor or subcontractors incurred in the performance of the Contract. The Bonds shall be fully executed,

payable to the Owner. The cost of the Bonds shall be included in the Cost of the Work.

19. UNSUCCESSFUL PROPOSER OPPORTUNITY FOR DE-BRIEF

As provided by ORS 279C.337, upon written request, the District will provide unsuccessful proposers who have submitted proposals, an opportunity for a discussion with the District for de-brief. Unsuccessful proposers will have up to 60 days following written notification that they are not selected to make a written request for such a discussion. The District will meet with the unsuccessful proposer within 45 days of receiving a request for such a meeting. Notwithstanding these limits, the District and unsuccessful proposers may mutually agree to accelerate these time lines.

20. PROTEST OF CONTRACT AWARD

A Proposer may protest the Intent to Award a contract may do so, provided:

- a) The Proposer is adversely affected because the Proposer would be eligible to be awarded the contract in the event that the protest is successful; and
- b) The reason for the protest is:
 - i) All higher-ranked proposals are non-responsive;
 - ii) The District has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials;
 - iii) The District has abused its discretion in rejecting the protestor's proposal as non-responsive or;
 - iv) The District's evaluation of proposals or the District's subsequent determination of Award is otherwise in violation of Junction City Schools Public Contracting Rules or the Public Contracting Code.

Address protest to Alison Covey at the same address for submittal of proposals.

1. All protests of Award must be in writing and physically received by the title of procurement official no later than five days from the date of Notice of Award.
2. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.
3. Protests not filed within the time specified in paragraph 1 above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. An issue that could have been raised by request for clarification or protest of the solicitation is not grounds for protest of award.

CERTIFICATION AND CONTRACT OFFER: INCLUDE WITH YOUR PROPOSAL

PROPOSAL TITLE: CM/GC FOR JUNCTION CITY SCHOOL DISTRICT

PROPOSALS DUE: 2:00 PM, January 10, 2018

I, the undersigned, having carefully examined this Request for Proposals Solicitation, including the sample Contract and General Conditions, and all other related material and information agree to furnish construction manager/general contractor services at the fees proposed.

I further agree that this offer to furnish construction manager/general contractor services is irrevocable for a period of 90 days following the proposal submission deadline, and that this offer may not be withdrawn or modified during that time.

I further agree that, pursuant to ORS 279C.800 to 279C.870 (The "Prevailing Wage Statute"), that workers in each trade or occupation employed in the performance of any Contract awarded hereunder either by the Prime Contractor or any subcontractor, or any other person doing or contracting to do the whole or any part of the work, shall be paid not less than the applicable prevailing rate of wage for each trade or occupation as provided in the form of Contract attached to this RFP.

I further certify that I have not discriminated and will not discriminate against any minority, women, or emerging small business enterprise or a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining any required subcontract. (ORS 279A.110)

If this offer, or portion thereof, is accepted by the Board of Directors and award is made thereon, I agree to enter into an agreement with the Springfield School District to furnish construction manager/general contractor services as specified at the fees proposed.

I hereby certify that this proposal is genuine and that I have not entered into collusion with any other vendor(s) or any other person(s).

Registered with Construction Contractors Board____(Yes or No)

If yes, Reg. #_____ Expiration Date_____

"Resident Proposer"_____(Yes or No)

Receipt of addenda ____, ____, _____. (Fill in #s of addenda received)

SIGNATURE _____

PRINTED NAME _____

TITLE _____

NAME OF FIRM _____

FIRM ADDRESS _____

DATE _____

TAX ID OR SSN _____