



PUBLIC IMPROVEMENT PROJECT REQUEST FOR PROPOSAL

Solicitation No: 22-0004

CM/GC for Five Oaks Roof

RFP Closing (Due Date & Time):
August 18, 2022 at 2:00 PM Pacific Time

Issued by:
Beaverton School District 48J
16550 SW Merlo Road
Beaverton OR 97003
July 19, 2022

**PUBLIC IMPROVEMENT
REQUEST FOR
PROPOSAL**

Solicitation No: RFP 22-0004
Summary

The purpose of this Request for Proposals (RFP, Solicitation, or like term) is to obtain competitive Proposals from qualified Proposers for the purpose of establishing a Construction Manager/General Contractor (CM/GC) contract between the selected Proposer and the Beaverton School District 48J (District or Owner). CM/GC Services shall be for the Five Oaks Middle School Roof Project ("Project").

This is a public works contract subject to 279C.800 to 279C.870.

A MANDATORY pre-Proposal conference will be held on July 28, 2022 at 3:00 PM at Five Oaks Middle School Main Office located at 1600 NW 173rd Avenue, Beaverton, OR 97006.

PRIOR to the Solicitation Closing date and time specified below, Proposers must submit a Proposal pursuant to the provisions of this Solicitation to contracts@beaverton.k12.or.us.

**SOLICITATION CLOSING: August 18, 2022 at 2:00 PM Pacific Time
LATE PROPOSALS WILL NOT BE ACCEPTED**

Timely received Proposals will be opened, recorded and prepared for evaluation. The District will not read Proposals aloud. The number of Proposals received, the identity of Proposers, or the contents of any Proposal will not be disclosed to the public until after execution of a Contract.

Proposers are solely responsible for ensuring that the Beaverton School District receives its Proposal.

Prospective Proposers must register with Oregon Buys – <http://oregonbuys.gov/> to obtain the solicitation documents and to receive any associated information/updates/addenda. Proposers must familiarize themselves with the entire Solicitation Document.

ALL Questions and comments regarding this Solicitation must be directed ONLY IN WRITING by email to: contracts@beaverton.k12.or.us

THE DISTRICT MAY REJECT ANY PROPOSAL NOT IN COMPLIANCE WITH ALL PRESCRIBED REQUIREMENTS

SECTION I – INTRODUCTION
Solicitation No: RFP 22-0004

1. INTRODUCTION:

This Solicitation is intended to support a CM/GC contracting and project delivery method. This Solicitation is issued pursuant ORS 279A.065 and ORS 279C.337, as well as the Oregon Attorney General Model Rules Divisions 46 and 49, and all applicable District policies.

2. DEFINITIONS:

The term "District" or "Owner" throughout this document means the Beaverton School District 48J. The term "Proposer" means the person or firm that submits a Proposal in response to this Solicitation. The term "Proposal" or "Offer" means a written response to provide services in response to this Solicitation. The term "Contractor" or "Supplier" means the Proposer awarded a CM/GC contract as a result of this Solicitation. "Closing" is the solicitation due date and time. "CM/GC" means a form of Procurement that results in a Public Improvement Contract in which a single Person/firm provides the Contracting Agency with Personal Services during pre-construction and upon execution of a Guaranteed Maximum Price amendment, all Construction Work necessary to construct the Project. This CM/GC is pursuant to 137-049-0690. "Guaranteed Maximum Price" or "GMP" means the total maximum price as negotiated by the Contracting Agency and the Contractor, and as accepted by the Contracting Agency. The GMP includes all reimbursable costs and fees for completion of the Contract Work and any particularly identified contingency amounts, as defined by the Public Improvement Contract.

3. SOLICITATION REVIEW:

Proposers must carefully review the Solicitation documents and are responsible for knowing and understanding all terms and conditions. Unless defects, ambiguities, omissions, or errors are brought to the District's attention by protest pursuant to REQUEST FOR CLARIFICATION OR CHANGE; SOLICITATION PROTESTS (Section III, Paragraph 5). Protests or appeals based on such defects, ambiguities, omissions or errors received after issuance of the Notice of Intent to Award may not be favorably considered.

4. BACKGROUND:

- a. The Beaverton School District encompasses approximately 57 square miles in northwestern Oregon in Washington County. The District, located in the Portland, Oregon metro area, is the third largest School District in Oregon.
- b. The Beaverton School District has approximately 4,700 employees. The District is responsible for educating approximately 40,870 students in kindergarten through grade 12 at thirty-four (34) Elementary Schools, eight (8) Middle Schools, six (6)) High Schools, five (5) Options Schools, and nineteen (19) Options Programs.
- c. This Project is funded primarily by the 2022 Capital Improvement Bond.

5. SCOPE OF WORK:

The Project Scope includes a major seismic upgrade and re-roof of the facility. The Contract scope includes provision of Construction Manager services to be provided in coordination with the design team that generate a net positive return in terms of costs and time savings, relative to the District's investment in the services. The CM/GC contractor will complete any early construction services as requested and authorized by the District prior to agreement on a GMP. The CM/GC will provide a comprehensive GMP that demonstrates the value provided by the CM/GC contractor and negotiate in good faith with the District to arrive at a GMP that is acceptable to the District. The CM/GC will provide all materials, services, labor, and other things necessary to construct the project and deliver on the Project Goals. See the Statement of Work for more details.

6. CONTRACT:

- a. The successful Proposer, selected by the District, will receive an AIA A133 Owner Construction Manager as Constructor Agreement (modified) with the AIA A201 General Conditions (modified).

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If the District and Contractor arrive at a GMP that is acceptable to the District, the Contractor will receive an AIA A133 Exhibit A to execute the GMP amendment. These templates are included in this Solicitation as ATTACHMENT G Sample Contract.

- b. Time is of the essence in this project. Proposers shall thoroughly review ATTACHMENT G prior to submission of a Proposal. The successful Proposer must promptly execute the AIA A133 (modified) and AIA A201 (modified) upon receipt of the documents. The District will not negotiate Contract terms and conditions.**
- c. The provisions of the sample AIA A133 Owner Construction Manager as Contractor Agreement and AIA A201 General Conditions are in addition to the requirements set forth in this Solicitation.
- d. The Contractor will be expected to sign the contracts listed above, including all standard terms and conditions contained in the sample contract as requested by the District within 5 (five) days of receipt.
- e. Personnel substitution – if the Contractor must substitute personnel included in the original Proposal, they must obtain written District approval of substituted personnel, prior to substitution. The District may, at its sole discretion, deny any such substitution requests.

7. AMENDMENTS:

The District may amend a Contract without additional competition pursuant to OAR 137-049-0910 and applicable District Policies.

8. DISTRICT REPRESENTATIVE:

The District Representative for the project is Kurt Meeuwsen, Project Manager.

9. SOLICITATION SCHEDULE:

The milestones for the selection process are set forth below. The dates are specific and will be followed to the extent reasonably possible. The purpose of this schedule is for Proposer information only. Required dates for Contract period milestones, submittals and any other activities are provided elsewhere in this Solicitation. The District reserves the right to deviate from this schedule at its sole discretion.

<u>Solicitation Milestone</u>	<u>Date</u>
Mandatory Pre-proposal conference	July 28, 2022, 3:00 PM Pacific Time
Deadline for submitting requests for clarification, change, substitution, or solicitation protest	August 4, 2022
Closing	August 18, 2022, 2:00 PM Pacific Time
Interviews (if required)	Target date range: 8/31/2022 – 09/01/2022
Notice of Intent to Award a Contract	Week of September 02, 2022
Award Contract	On or about September 20, 2022

10. CONTACT DURING SOLICITATION:

Questions or any other contact regarding the solicitation must be submitted in writing via email to contracts@beaverton.k12.or.us as indicated on the Summary page of this Solicitation. Contact may also occur as otherwise stated within the Solicitation. No other contact regarding this solicitation during the solicitation process is permitted. Unauthorized contact regarding this solicitation may subject the offender's Proposal to rejection.

- 11.** Additional information regarding this solicitation and certain forms for download are available on the Oregon Buys website: www.oregonbuys.gov

SECTION II – STATEMENT OF WORK
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1. SCOPE OF WORK:

Five Oaks Middle School is located at 1600 NW 173rd Avenue, Beaverton, Oregon 97006-4856. This project will include a major seismic upgrade and re-roof of the facility.

2. PURPOSE AND INTRODUCTION:

On July 18, 2022, the Board of Directors of the Beaverton School District (District) approved the use of the Construction Manager/General Contractor alternative construction contracting procedure for this project.

- a. The purpose of this solicitation is to establish a Construction Manager/General Contractor (CM/GC) contract with the selected proposer. The project is described below. The selected Contractor shall provide all labor, materials, plant, equipment, transportation and other facilities and services as necessary and/or required to execute all of the Work.
- b. Beaverton School District (BSD) is requesting proposals for complete CM/GC services for Five Oaks Middle School seismic upgrades and re-roof.
- c. The current building was constructed in 1976 with various renovations conducted throughout the years, including a larger renovation and addition in 2018. This has resulted in multiple roofing types and structural systems to be addressed.

3. PROJECT DESCRIPTION:

The District is soliciting a CM/GC to partner with us on the seismic and roofing upgrades at Five Oaks Middle School. The project construction budget is \$8.6 million. We expect construction to be phased over 2 years starting summer of 2023 and restarting summer 2024. The project is a combination of new construction and remodeled areas with varying levels of work..

4. THE PROJECT TEAM:

The Design Team has been selected and shall be contracted to develop the design documents for this project. The members of the team are:

<u>Owner's Representative</u>	<u>Structural Engineer</u>	<u>Cost Engineering</u>
Beaverton School District	CIDA Inc.	ACC Cost Consultants
16550 SW Merlo Road	15895 SW 72 nd Avenue	Seth Pszczolkowski
Beaverton, OR 97003	Suite 200	Principal Cost Manager
Kurt Meeuwesen, Project Manager	Portland, OR 97224	
503 964-2091	Curtis Gagner, PE,SE	
Sahar Khalifeh, Project Coordinator	Principal Structural Engineer	
<u>Architect</u>	<u>Mechanical, Electrical, and</u>	<u>Enclosure Consulting</u>
CIDA Inc.	<u>Plumbing Engineers</u>	RWDI
15895 SW 72 nd Avenue	R&W Engineering Inc	Jasha Kistler
Suite 200	Edward Carlisle, PE, LEED AP	Associate Principal
Portland, OR 97224	VP, Senior Mechanical Engineer	
Jennifer Beattie, AIA		
Principal in Charge		
Leslie Jones, RA LEED AP		
Project Manager		

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5. PROJECT CONSIDERATIONS:

The District's facility goals and work processes will require that the District focus on the following attributes with its Contractor partner during design and construction of Five Oaks Middle School:

- a. Collaborative work effort between the Designer(s), the District, the Contractor, and regulatory oversight agencies leading to an effective implementation.
- b. Use of Value Engineering to ensure that optimized form and function are implemented for the budget available. VE efforts will conform to ASTM E1699-14, and not merely be a tool for cutting scope or quality.
- c. Use of the District's internet-based e-Builder Project Management System for coordination of efforts, approvals and expedited communication is required.
- d. Conformance with the District's Technical Standards; deviations may be proposed by the Designer(s) with appropriate rationale for District consideration. Since the CM/GC contract will be in effect during the design, the Contractor must be familiar with the standards that will carry into construction. The Technical Standards can be viewed at: <https://www.beaverton.k12.or.us/departments/facilities-development>
- e. Use of the CM/GC delivery model for construction of the AHS Office Relocation.
- f. All contractors and subcontractors working on school property while students are present are required to have background checks completed and badges provided.

6. WORK PROCESSES:

The District uses several work processes in collaborating with our design and construction firms during the course of our projects. These work processes are documented in the form of Beaverton School District Facilities Development Department Standard Operating Procedures (SOP). Applicable portions of these work processes are installed in our e-Builder project management system so that the work-flow in that system aligns with our SOP. While the need for brevity in this solicitation does not allow replication of our entire SOP's in this document, the following key work processes are listed and summarized because we believe that it is important that the Proposer understand that they will need to actively implement and adhere to them during the design services to the District:

- a. **Open Issues Process.** From the very beginning of design an Open Issues Log (OIL) will be opened and maintained throughout the design. Open Issues include key decisions that must be made in a timely manner in order for the design to proceed effectively and also include key data or information (such as existing site information) which must be known by parties to perform the design. Each Open Issue is reviewed weekly and jointly driven to closure on the specified need date.
- b. **Event Process.** From the very beginning of design an Event Log (EL) will be opened and maintained throughout the design. Events include any development affecting the project with the significant possibility of changing the schedule and/or budget. Each Event is reviewed weekly and jointly managed with the goal of eliminating it or mitigating its potential impact on the project. Any Events that cannot be mitigated and are accepted by the District will be used to modify the project budget and/or schedule appropriately.
- c. **Design Review Process.** Design reviews will be conducted in a formalized manner with all reviewers receiving their respective review documents on the same date and with the same review completion deadline. All A/E review documents will be collected by the A/E, including those of their sub-consultants, and all District review will be collected by the District. A Design Review Mitigation Meeting (DRMM) will be set to occur at a pre-arranged District site conference room and all review documents will be brought to that room in advance of the DRMM. All reviewers will assemble in the room and the District Project Manager will moderate the DRMM, leading each reviewer through his/her review document and briefly discussing each review comment before determining a disposition for the comment; (1) reject, (2) accept, or (3) accept in modified form. The disposition of each reviewers comment will be recorded on a Review Comment Disposition Form (RCDF). After the DRMM, this same form will

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then be used by the A/E as a Review Correction Checklist from which to manage the completion of review actions in the time allowed for review action item implementation. DRMM will occur at end of DD and 50% CD level documents.

- d. **Lessons Learned Process.** Throughout the course of the project, learnings of note will be listed on a Lessons Learned List. The initial draft of this list will be provided by the District staff in the design launch meeting and will contain a compilation of previous Learnings

7. DESCRIPTION OF SERVICES:

The CM/GC firm will coordinate and manage the design and construction process as a member of the team with the Owner, Architect, and other project consultants. The CM/GC firm should be skilled in developing schedules, preparing construction estimates, performing value engineering, analyzing alternative designs, studying labor conditions, understanding construction methods and techniques, and coordinating and communicating the activities of the Team throughout the design and construction phases to all members of the construction team. In addition, the CM/GC must be familiar with the local labor and subcontracting market and be capable of working with subcontractors to generate viable pricing alternatives.

- a. **Phase 1.** The CM/GC shall serve as a special consultant to the Project Team and will analyze the design and proposed modifications with the goal of providing the Owner, in the time frame proposed, the highest quality work within budget.
 - i. Design related CM/GC activities will include detailed cost estimating, value engineering, constructability review, coordination review, and analysis of alternative materials and systems for the Project in addition to construction-related schedule refinement.
 - ii. The CM/GC will serve as general contractor at risk for the project.
 - iii. The CM/GC shall provide a formal construction cost estimate at the following milestones: SD, DD, and GMP.
 - iv. The CM/GC will investigate and confirm existing conditions assumptions and conclusions as prepared by the architect and included in the attached design narrative.
 - v. The CM/GC will develop the Guaranteed Maximum Price Proposal (GMP), with detailed backup, for District consideration at the completion of the Design Development phase for the actual construction work. The GMP shall be defined as the Cost of Work plus the CM/GC's fee. The GMP shall be within the District's construction project budget. By executing a GMP amendment to the contract, the CM/GC guarantees that the Cost of Work shall not exceed the GMP. However, should the Cost of the Work 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 to use the anticipated savings to build additional necessary components of the project which may have been omitted from the original GMP scope and carried as alternates.
 - vi. If the CM/GC is unable to set a GMP within the budget and in the appropriate time, the District reserves the right, at the sole discretion of the District, to cancel the contract with the CM/GC and proceed immediately to negotiate a contract with the next highest scored firm in this selection process. Should the contract with the initial CM/GC be so terminated, the firm will be compensated for actual time and expenses incurred in Phase 1.
 - vii. The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.
- b. **Phase 2.** The CM/GC shall provide and pay for all materials, tools, equipment, labor, professional and non-professional services, and shall perform all other acts and supply all other items necessary to fully and properly perform and complete the Work, as required by the Contract Documents. It is anticipated that the work of the project may involve at least two bid packages. It is expected that whenever possible, the bid packages will contain separate trade contracts with the CM/GC acting as general contractor to these separate subcontractors. The CM/GC shall:

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- i. Maintain in a current condition all Project Records, including permits, construction documents, as-built records, meeting records, submittals, inspection reports, invoices, delivery receipts, daily activity logs, RFI's, ASI's, CO's, BIM through use of digital repository.

Prepare all bid packages, according to the contractual requirements and District procedures. Recommend to the District any modifications to existing procedures or implementation of new procedures where appropriate. Ensure that all bid packages, including those for early procurement, are within budget. It is the responsibility of the CM/GC to provide the Design Team with sufficient viable options, in a timely fashion, such that the bid packages will be within budget.

8. SPECIAL REQUIREMENTS:

In order to implement the Guaranteed Maximum Price (GMP) method of procurement, the District will impose some special requirements to ensure a fair level of competition. Proposers should note the following requirements concerning management of this GMP project:

- a. A detailed description of items that make up the GMP is required from the Contractor. A complete copy of the GMP estimate, including all details, must be provided to the District, the District's Project Manager, and the Architect by the CM/GC.
- b. The process used to award contracts by the CM/GC are to be monitored by the District's Project Manager and reported on a regular basis. The following minimum requirements apply:
 - i. The CM/GC shall solicit competitive bids from the subcontractors, with the final selection approved by the District in writing. The CM/GC shall prepare a bid reconciliation form and updates as required during and after subcontractor contract approval and submit to the District representative.
 - ii. When there are single fabricators of materials, special packaging requirements for subcontractor work, or work performed by the CM/GC, advance approval by the District representative is required.
 - iii. The CM/GC must obtain at least three competitive bids for each particular work sub-component to be complete, including work components which the CM/GC may be interested in self-performing.
 - iv. CM/GC will contact a minimum of three (3) certified MWESB subcontractors.
 1. CM/GC will make the first contact with each MWESB subcontractor no less than seven (7) calendar days before Bid Opening.
 2. CM/GC will contact MWESB subcontractors by email, fax, or telephone to advise them of potential subcontracting opportunities and to solicit bids.
 3. CM/GC will ensure that MWESB subcontractors have an equal opportunity to compete for work by providing all subcontractors the same information and informing all subcontractors of the date and time that sub-bids are due.
 4. Bidders will enter MWESB contact information into the MWESB Contact Log. All columns shall be completed, where applicable.
 - * If fewer than three (3) certified MWESB subcontractors are available for a given Work Description, please write "NA" in the first column of the applicable row. For example, if there is only one (1) certified MWESB subcontractor for a given Work Description, provide contact information for that subcontractor and write or type "NA" in rows 2 and 3.
 - v. The solicitation of subcontractors will be made pursuant to the following procedures:
 1. All bids are required to be sealed, written, and submitted to a specific location at a specific time.
 2. If less than three (3) bids are submitted for any work component, approval by the District representative is required to accept the bid.
 - vi. Solicitations will be advertised at least ten (10) days in advance in the Daily Journal of Commerce and at least one other newspaper specifically targeted to reach the minority, women, and emerging small business audiences.
- c. For this contract, the prevailing wage rates and all other standard terms and conditions of State of Oregon Public Works Contracts apply.
- d. The District may allow the CM/GC to perform some of the trade work if the CM/GC competes competitively with trade subcontractors for that work. In such cases, bids will need to be submitted directly to the District

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representative or an independent third party.

- e. It is important to provide employment and apprenticeship opportunities in the construction trades and employment for people of color and women. For this public improvement contract, an aggregate goal of 10% of labor hours has been established to be performed by state-registered apprentices in apprenticeable trades. The Contractor shall participate in outreach and other efforts to create an apprenticeship program that reflects the diversity of the Portland/Beaverton metropolitan area.
- f. It is also important to the District to include career-learning opportunities arising from this contract work for students in relevant career paths including but not limited to architecture, engineering, building trades, construction work, and other related services. Other areas might include web-design, communications, and accounting. Career learning opportunities may include internships, job shadows, guest speakers, informational interviews, and career and workforce days and fairs. The Contractor and Sub-Tier Contractors shall participate in career-learning opportunities that supports this District goal.

9. SPECIFIC SERVICES DESCRIPTION:

Phase 1 Services:

- i. Participate in weekly design meetings with the District and the Design Team.
- ii. Consult with the District and the Design Team to determine design criteria. Such consultation will include evaluation of alternatives from functional, performance, time, and cost perspectives.
- iii. Consult with the District in refining the project construction budget, and establishing and maintaining a detailed cost model for the work as the design evolves.
- iv. Assist in life cycle value analysis from drawings, specifications, other design criteria, and alternative designs as may be requested by the District.
- v. Cost management and control services shall be provided to assist in keeping development costs within the project budget. These services shall include the following:
 - A. The analysis, review, and recommendation for all project contracts;
 - B. Preparation of a detailed estimate for probable construction cost at the completion of 80% Construction Documents.
- vi. With the District and the Design Team, develop a strategy for obtaining building permits in a timely fashion. Meet with building and other regulatory officials as appropriate. Attend all meetings pertaining to permitting, as required. It is anticipated that these functions will continue throughout all phases of the project.
- vii. Prepare a detailed milestone schedule identifying the work to be performed by the Design Team, the District, and the CM/GC during this phase. The CM/GC shall report progress bi-weekly against this schedule.
- viii. Review the plans and specifications on a continuous basis and advise the Design Team and the District whenever the estimated construction costs are tending to exceed line items from the model budget. In a timely fashion, provide the Design Team with alternatives that will bring the project cost within budget, without compromising the scope agreed to in the outline specification. Continually update the project cost.
- ix. Review all plans as they are developed and make value engineering and constructability recommendations. Review all design and specification documents for completeness, proper details, compliance with program and master plan requirements and adherence to codes or applicable agency requirements, reporting deficiencies, conflicts, and/or clarification questions identified to the Project Team.
- x. Prepare site and building logistics plans to encompass all proposed activities and impacts to the site, adjacent properties, and neighboring streets

Phase 2 Services:

- i. Continue all reporting as described above.
- ii. Implement an accounting system for effective fiscal control, including a bi-weekly detailed cost estimate and a monthly status report with budget recommendations. The monthly status report will include full schedule reporting as well as a summary of all major outstanding items with proposed solutions. The cost of preparing the monthly reports is to be included with the CM/GC's fee.
- iii. Prepare and put out to bid, early bid packages as determined appropriate by the Team.
- iv. Prepare all bid packages, according to the contractual requirements and district procedures. Recommend to

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the District any modifications to existing procedures or implementation of new procedures where appropriate. Ensure that all bid packages, including those for early procurement, are within budget. It is the responsibility of the CM/GC to provide the Design Team with sufficient viable options, in a timely fashion, such that the bid packages will be within budget.

- v. It is contemplated that the CM/GC will issue at least two bid packages with multiple trade contracts within each bid package.
- vi. Fully coordinate the work of all subcontractors and vendors. Provide regular and on-going quality inspection and assistance to the Design Team in ensuring that the work meets all specifications and applicable codes.
- vii. Review and expedite all change order requests, both included within the GMP and involving a change to the GMP.
- viii. Monitor compliance with payment of prevailing wages on all contracts and subcontracts, per ORS 279.
- ix. Maintain in a current condition all Project Records, including permits, construction documents, as-built records, meeting records, submittals, inspection reports, invoices, delivery receipts, daily activity logs, RFI's, ASI's, CO's, etc.
- x. Transmit copies of all project correspondence through the e-Builder system including, but not limited to: Meeting Minutes; Requests for Information (RFI); RFI logs; Submittals; Submittal Logs; Inspection Reports; Change Order Proposals (COP); COP Logs; Change Orders (CO); CO Logs; Construction Change Directives (CCD); CCD Logs; Architect's Supplemental Instructions (ASI); ASI Logs; Permits; Project Allowance(s) Reconciliation; Project Contingency status reports; and Project Schedule updates.
- xi. Transmit copies of MWESB Contact Logs, Career Learning Reports and Apprenticeship program Logs monthly via e-Builder.

SOLICITATION AND SELECTION PROCESS SCHEDULE:

The following dates are the District's current estimations of the schedule. With respect to the PROJECT SPECIFIC GOALS stated earlier in this Statement of Work, Proposals may include different dates between the stated Contract Award and Completion Dates.

Design Phases/Milestones

Schematic Design (SD) Completion
Design Development (DD) Completion
Construction Document Phase
Building Permit Application Submittal

Dates

September 22, 2022
November 17, 2022
December 12, 2022
January 17, 2023

Construction Schedule Milestones

Begin Pre-GMP Services
GMP Submittal
2023 Last Day of Classes
2023 Start Construction
2023 Construction Substantial Completion
2024 Start Construction
2024 Construction Substantial Completion
Final Completion

Dates

September 20, 2022
February 22, 2023
June 21, 2023
June 22, 2023
September 1, 2023
TBD- Late May
August 31, 2024
September 21, 2024

SECTION III - PUBLIC PROCUREMENT RULES
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1. SELECTION PROCEDURE:

This Solicitation is a formal Request for Proposals and is pursuant to ORS 279C.337 and OAR 137-049-0690.

2. ELIGIBILITY TO PROPOSE.

- a. Construction Contracts.** The District shall not consider a Person's Proposal to do Work as a Contractor, as defined in ORS 701.005(2), unless the Person has a current, valid certificate of registration issued by the Construction Contractors Board at the time the Offer is made (Proposal submitted).
- b. Non-complying Entities.** The District shall deem a Proposal received from a Person that fails to comply with this rule nonresponsive and shall reject the Proposal as stated in ORS 279C.365(1)(k), unless contrary to federal law or subject to different timing requirements set by federal funding agencies.
- c. Asbestos Abatement Work.** The Contractor or a subcontractor under the Contract must be licensed under ORS 468A.720 for work regarding asbestos abatement projects.

3. PRE-PROPOSAL CONFERENCE.

- a. Purpose.** The District may hold pre-Proposal conferences with prospective Proposers prior to Closing, to explain the procurement requirements, obtain information, and/or to conduct site inspections.
- b. Required Attendance.** The District requires attendance at the initial pre-Proposal conference as a condition for submission of a Proposal for this project. A mandatory attendance requirement is considered to have been met if, at any time during the mandatory meeting, a representative of an offering firm is present, and has completed the sign-in sheet.
- c. Notice.** The Summary page of this solicitation indicates the pre-Proposal conference scheduled date and time, and that the pre- Proposal conference is mandatory.
- d. Statements Not Binding.** Statements made by the District's representatives at the pre-Proposal conference do not change the Solicitation unless the District confirms such statements by written Addenda.

4. ADDENDA.

- a. Issuance; Receipt.** The District may change this Solicitation only by written Addenda. A Proposer shall provide written acknowledgement of receipt of all issued Addenda with their Proposal on the Proposer Certification.
- b. Notice and Distribution.** The District will publish notice of any and all Addenda on the Oregon Buys website. Addenda may be downloaded from the Oregon Buys website. It is the Proposers' responsibility to inquire about Addenda. Proposers should frequently check the Oregon Buys website until Closing for any Addenda issued, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing.
- c. Timelines; Extensions.** The District shall issue Addenda within a reasonable time to allow prospective Proposers to consider the Addenda in preparing their Proposal. The District may extend the Closing if the District determines prospective Proposers need additional time to review and respond to Addenda. Except to the extent required by public interest, the District shall not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing.
- d. Request for Change or Protest.** Unless a different deadline is set forth in the Addendum, a Proposer may submit a written request for change or protest to the Addendum, as provided in OAR 137- 049-

SECTION III - PUBLIC PROCUREMENT RULES

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0260, by the close of the District's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under OAR 137-049-0260, whichever date is later. The District shall consider only a Proposer's request for change or protest to the Addendum; the District shall not consider a request for change or protest to matters not added or modified by the Addendum, unless the Proposer submits the request for change or protest before the deadline for the District's receipt of request for change or protests as set forth in OAR 137-049- 0260(2) and (3).

5. REQUEST FOR CLARIFICATION OR CHANGE; SOLICITATION PROTESTS.

- a. **Clarification.** Prior to the deadline for submitting a written request for change or protest ("Deadline"), a Proposer may request that the District clarify any provision of the Solicitation. The District's clarification to a Proposer, whether orally or in writing, does not change the Solicitation and is not binding on the District unless the District amends the Solicitation by Addendum.
- b. **Request for Change.**
 - i. **Delivery.** A Proposer may request in writing a change to the Specifications or Contract terms and conditions. A Proposer must deliver to the District only by email, any written requests for change prior to the Deadline and only to the email address listed on the Summary page of this Solicitation. (Proposer is responsible for ensuring receipt by the District.)
 - ii. **Content of Request for Written Change:**
 - A. A Proposer's written request for change shall include a statement of the requested change(s) to the contract terms and conditions, including any Specifications, together with the reason for the requested change.
 - B. A Proposer shall mark its emailed request for change as follows:
 - I. "Contract Provision Request for Change"; and
 - II. The Solicitation number 22-0003.
- c. **Protest.**
 - i. **Delivery.** A Proposer may protest Specifications or Contract terms and conditions. A Proposer must deliver to the District any such Protests in writing, prior to the Deadline, and only to the email address listed on the Summary page of this Solicitation. (Proposer is responsible for ensuring receipt by the District.)
 - ii. **Content of Protest.**
 - A. A Proposer's written protest shall include:
 - I. A detailed statement of the legal and factual grounds for the protest;
 - II. A description of the resulting prejudice to the Proposer; and
 - III. A statement of the desired changes to the contract terms and conditions, including any Specifications.
 - B. A Proposer shall mark its emailed protest as follows:
 - I. "Contract Provision Protest"; and
 - II. The Solicitation number 22-0003.
 - iii. **District Response.** The District is not required to consider a Proposer's request for change or protest after the deadline established for submitting such request or protest. The District shall provide notice to the applicable Person if it entirely rejects a protest. If the District agrees with the Person's request or protest, in whole or in part, the District shall either issue an Addendum reflecting its determination under OAR 137-49-0260 or cancel the Solicitation under OAR 137-49-0270.
- d. **Extension of Closing.** If the District receives a written request for change or protest from a Proposer in accordance with this Rule, the District may extend Closing if the District determines an extension is necessary to consider the request or protest and issue an Addendum, if any, to the Solicitation.

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6. CANCELLATION OF SOLICITATION.

Cancellation in the Public Interest. The District may cancel a Solicitation for good cause if the District finds that cancellation is in the public interest. The District's reasons for cancellation shall be made part of the Solicitation file.

7. PROPOSAL SUBMISSIONS.

- a. Offer and Acceptance.** The submitted Proposal is the Proposer's Offer to enter into a Contract.
 - i. The Offer is always a "Firm Offer," i.e., the Proposal shall be held open by the Proposer for the District's acceptance for sixty (60) days. The District may elect to accept the Proposal at any time during the specified period, and the District's Award of the Contract to a Proposer constitutes acceptance of the Offer and binds the Proposer to the Contract.
 - ii. Notwithstanding the fact that a competitive Proposal is a "Firm Offer" for the period specified above, the District may elect to discuss or negotiate certain contractual provisions with the Proposer. Where negotiation is requested by the District, Proposers are obligated to negotiate in good faith and only on those terms that the rules or the Solicitation Document has reserved for negotiation.
- b. Responsive Proposal.** The District may award a Contract only to a Responsible Proposer with a Responsive Proposal.
- c. Contingent Proposals.** A Proposer shall not make a Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
- d. Proposer's Acknowledgement.** By signing and submitting a Proposal, the Proposer acknowledges they have read and understand the terms and conditions contained in the Solicitation and that they accept and agree to be bound by the terms and conditions of the Solicitation.
- e. Instructions.** A Proposer shall submit and sign their Proposal in accordance with Section V.
- f. Forms.** Proposers shall submit the form(s) required under Section V.
- g. Documents.** Proposers shall provide the District with all documents and descriptive literature requested.
- h. Facsimile Submissions.** The District will not accept facsimile Proposals.
- i. Identification of Proposals.**
 - i. To ensure proper identification and handling, Proposals shall be submitted by email with attachments in PDF format.
 - ii. The District is not responsible for Proposals submitted in any manner, format or to any delivery point other than as required in the Solicitation.
- j. Receipt of Proposals.**
 - i. Proposers are responsible for ensuring that the District receives their Proposal at the required delivery point prior to the closing due date and time, regardless of the method used to submit the Proposal. Proposals shall only be submitted by email to contracts@beaverton.k12.or.us as indicated on the Summary Page of this Solicitation. Proposers are solely responsible for ensuring that the District has received and is able to open/properly read email attachments prior to Closing.
- k.** Failure to submit Proposals in accordance with the provisions of this Section shall be grounds to declare the Proposal as nonresponsive.
- l. Certification.** Proposers shall (on the Proposer Certification form enclosed):

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- i. Identify whether the Proposer is or is not a "resident Proposer," as defined in ORS 279A.120(1);
- ii. Indicate that the Proposer will comply with Prevailing Wage Laws ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq;
- iii. Provide certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
- iv. Provide written acknowledgment of receipt of all Addenda.

8. PRE-CLOSING MODIFICATION OR WITHDRAWAL.

- a. **Modifications.** A Proposer may modify their Proposal in writing prior to the Closing. A Proposer shall prepare and submit any modification to its Proposal to the District in accordance with OAR 137-49-0280. Any modification must include the Proposer's statement that the modification amends and supersedes the prior Proposal. The Proposer shall email its modification to contracts@beaverton.k12.or.us and include the following in the email subject line, body text, etc.:
 - i. "Proposal Modification"; and
 - ii. The Solicitation Number 22-0003.
- b. **Withdrawals.**
 - i. A Proposer may withdraw its Proposal by written notice submitted on the Proposer's letterhead, signed by an authorized representative of the Proposer, emailed to contracts@beaverton.k12.or.us and received by the District prior to the Closing;
 - ii. The District may release an unopened withdrawn Proposal to the Proposer or its authorized representative by email;
 - iii. The Proposer shall include the following in the email subject line, body text, etc.:
 - A. Proposal Withdrawal; and
 - B. Solicitation Number.
- c. **Documentation.** The District shall include all documents relating to the modification or withdrawal of Proposals in the Solicitation file.

9. RECEIPT, OPENING, AND RECORDING OF PROPOSALS; CONFIDENTIALITY OF PROPOSALS.

- a. **Receipt.** The Proposer is responsible for ensuring that the District receives its Proposal at the required delivery point prior to the Closing, regardless of the method used to submit or transmit the Proposal. The District's email system shall electronically time-stamp each Proposal and any modification upon receipt.
- b. **Opening and Recording.** Timely received Proposals will be opened, recorded and prepared for evaluation pursuant to SECTION V. The District will not read Proposals aloud.

10. LATE PROPOSALS, WITHDRAWALS AND MODIFICATIONS. Pursuant to OAR 137-049-0340:

Any Proposal received after the Closing date and time is late. A Proposer's request for withdrawal or modification of a Proposal received after Closing is late. The District shall not consider late Proposals, withdrawals or modifications except as permitted in OAR 137-049-0350 or OAR 137-049-0390.

11. MISTAKES:

- a. **Generally.** To protect the integrity of the competitive Procurement process and to assure fair treatment of Applicants, the District will carefully consider whether to permit waiver, correction or withdrawal of Proposals for certain mistakes.
- b. **District Treatment of Mistakes.** The District shall not allow an Applicant to correct or withdraw a Proposal for an error in judgment. If the District discovers certain mistakes in a Proposal after Opening, but before Award of the Contract, the District may take the following action(s):

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- i. The District may waive, or permit a Proposer to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Proposal, or an insignificant mistake that can be waived or corrected without prejudice to other Proposers. Examples of minor informalities include a Proposer's failure to:
 - A. Return the correct number of signed Proposals or the correct number of other documents required by the Solicitation Document;
 - B. Sign the Proposal in the designated block, provided a Signature appears elsewhere in the Proposal, evidencing an intent to be bound; and
 - C. Acknowledge receipt of an Addendum to the Solicitation Document, provided that it is clear on the face of the Proposal that the Proposer received the Addendum and intended to be bound by its terms; or the Addendum involved did not affect price, quality or delivery.
 - ii. The District may correct a clerical error if the error is evident on the face of the Proposal or other documents submitted with the Proposal, and the Proposer confirms the District's correction in writing. A clerical error is a Proposer's error in transcribing a portion of its Proposal. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item or a missing, or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Proposal). In the event of a discrepancy, unit prices shall prevail over extended prices.
 - iii. The District may permit a Proposer to withdraw a Proposal based on one or more clerical errors in the Proposal only if the Proposer shows with objective proof and by clear and convincing evidence:
 - A. The nature of the error;
 - B. That the error is not a minor informality or an error in judgment;
 - C. That the error cannot be corrected or waived under Item 11.b.ii above;
 - D. That the Proposer acted in good faith in submitting a Proposal that contained the claimed error and in claiming that the alleged error in the Proposal exists;
 - E. That the Proposer acted without gross negligence in submitting a Proposal that contained a claimed error;
 - F. That the Proposer will suffer substantial detriment if the District does not grant the Proposer permission to withdraw the Proposal;
 - G. That the District's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the District or the public it represents; and
 - H. That the Proposer promptly gave notice of the claimed error to the District.
 - iv. The criteria in Item 11.b.iii above shall determine whether the District will permit a Proposer to withdraw its Proposal after Closing. These criteria also shall apply to the question of whether the District will permit a Proposer to withdraw its Proposal without forfeiture of its Proposal Security (or other Bid or Proposal bond/security) if any, or without liability to the District based on the difference between the amount of the Proposer's Proposal and the amount of the Contract actually awarded by the District, whether by Award to the next best Responsive and Responsible Proposer, or by resort to a new solicitation.
- c. Rejection for Mistakes.** The District shall reject any Proposal in which a mistake is evident on the face of the Proposal and the intended correct Proposal is not evident or cannot be substantiated from documents submitted with the Proposal.
- d. Identification of Mistakes After Award.** The procedures and criteria set forth above are the Proposer's only opportunity to correct mistakes or withdraw Proposals because of a mistake. Following Award, a Proposer is bound by its Proposal, and may withdraw its Proposal or rescind a Contract entered into pursuant to OAR 137 Division 49 only to the extent permitted by applicable law.

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12. PROPOSAL EVALUATION CRITERIA. Pursuant to OAR 137-049-0380:

- a. **General.** A Public Improvement Contract, if Awarded, must be Awarded to the Responsible Proposer submitting the best Responsive Proposal.
- b. **Proposal Evaluation Criteria.** The evaluation criteria are set forth in Section V – RESPONSE AND EVALUATION.

13. PROPOSAL EVALUATION AND AWARD; DETERMINATION OF RESPONSIBILITY.

Pursuant to OAR 137-049-0390:

- a. **General.** If Awarded, the District shall Award the Contract to the Responsible Proposer submitting the best, Responsive Proposal provided that such Person is not listed by the Construction Contractors Board as disqualified to hold a Public Improvement Contract. See ORS 279C.375 (3)(a). The District may award by item, groups of items or the entire Proposal provided such Award is consistent with the Solicitation and in the public interest.
- b. **Determination of Responsibility.** Proposers are required to demonstrate their ability to perform satisfactorily under a Contract. Before Awarding a Contract, the District must have information that indicates that the Proposer meets the standards of responsibility set forth in ORS 279.375(3)(b). To be a Responsible Proposer, the District shall determine that the Proposer:
 - i. Has available the appropriate financial, material, equipment, facility and Personnel resources and expertise, or has the ability to obtain the resources and expertise necessary to meet all contractual responsibilities;
 - ii. Has completed previous contracts of a similar nature with a satisfactory record of performance. A satisfactory record of performance means that, to the extent the costs associated with and time available to perform a previous contract were within the Proposer's control, the Proposer stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. The District should carefully scrutinize a Proposer's record of contract performance if the Proposer is or recently has been materially deficient in contract performance. In reviewing the Proposer's performance, the District should determine whether the Proposer's deficient performance was expressly excused under the terms of Contract, or whether the Proposer took appropriate corrective action. The District may review the Proposer's performance on both private and Public Contracts in determining the Proposer's record of contract performance.
 - iii. Has a satisfactory record of integrity. A Proposer may lack integrity if the District determines the Proposer demonstrates a lack of business ethics such as violation of state environmental laws or false certifications made to the District. The District may find a Proposer not Responsible based on the lack of integrity of any Person having influence or control over the Proposer (such as a key employee of the Proposer that has the authority to significantly influence the Proposer's performance of the Contract or a parent company, predecessor or successor Person). The standards for Conduct Disqualification under OAR 137-49-0370 may be used to determine Proposer's integrity. The District may find a Proposer non-responsible based on previous convictions of offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Proposer's performance of a contract or subcontract;
 - iv. Is qualified legally to contract with the District; and
 - v. Has supplied all necessary information in connection with the inquiry concerning responsibility. If the Proposer fails to promptly supply information requested by the District concerning responsibility, the District shall base the determination of responsibility on any available information, or may find the Proposer not Responsible.

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- c. **District Evaluation.** The District shall evaluate a Proposal only as set forth in the Solicitation and in accordance with applicable law. The District shall not evaluate a Proposal using any other requirement or criterion.
- d. **Proposer Submissions.**
 - i. The District may require a Proposer to submit Product Samples, Descriptive Literature, technical data, or other material and may also require any of the following prior to award:
 - A. Demonstration, inspection or testing of a product prior to award for characteristics such as compatibility, quality or workmanship;
 - B. Examination of such elements as appearance or finish; or
 - C. Other examinations to determine whether the product conforms to Specifications.
 - ii. The District shall evaluate product acceptability only in accordance with the criteria disclosed in the Solicitation to determine that a product is acceptable. The District shall reject a Proposal providing any product that does not meet the Solicitation requirements. The District's rejection of a Proposal because it offers non-conforming Work or materials is not Disqualification and is not appealable under ORS 279C.445.
- e. **Evaluation of Proposals.** See OAR 137-049-0650 regarding rules applicable to Requests for Proposals. The District shall evaluate Proposals only in accordance with criteria set forth in the Solicitation and applicable law. The District shall evaluate Proposals to determine the Responsible Proposer submitting the best Responsive Proposal.

14. NOTICE OF INTENT TO AWARD: Pursuant to 137-049-0395:

- a. **Notice.** At least seven (7) days before the Award of a Public Improvement Contract, the District shall issue a Notice of the District's Intent to Award the Contract.
- b. **Form and Manner of Posting.** The form and manner of posting notice shall conform to customary practices within the District's procurement system and may be made electronically.
- c. **Finalizing Award.** The District's Award shall not be final until the later of the following:
 - i. Seven (7) Days after the date of the notice, unless the Solicitation provided a different period for protest; or
 - ii. The District provides a written response to all timely-filed protests that denies the protest and affirms the Award.
- d. **Prior Notice Impractical.** Posting of notice of intent to award shall not be required when the District determines that it is impractical due to unusual time constraints in making prompt Award for its immediate procurement needs, documents the Contract file as to the reasons for that determination, and posts notice of that action as soon as reasonably practical.

15. DOCUMENTATION OF AWARD; AVAILABILITY OF AWARD DECISIONS. Pursuant to OAR 137-049-0400:

- a. **Basis of Award.** After Award, the District shall make a record showing the basis for determining the successful Proposer part of the District's Solicitation file.
- b. **Contract Document.** The District shall deliver a fully executed copy of the final Contract to the successful Proposer.
- c. **Bid Tabulations and Award Summaries.** Upon request of any Person the District shall provide evaluation summaries of Proposals.
- d. **Availability of Solicitation Files.** The District shall make completed Solicitation files available for public review at the District.

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16. NEGOTIATIONS. Pursuant to OAR 137-049-0420:

The District may conduct discussions or negotiations with Proposers only in accordance with the requirements of OAR 137-049-0640 and OAR 137-049-0650.

17. REJECTION OF PROPOSALS. Pursuant to OAR 137-049-0440:

a. Rejection of a Proposal.

- i. The District may reject any Proposal upon finding that to accept the Proposal may impair the integrity of the Procurement process or that rejecting the Proposal is in the public interest.
- ii. The District shall reject a Proposal upon the District's finding that the Proposal:
 - A. Is contingent upon the District's acceptance of terms and conditions (including Specifications) that differ from the Solicitation Document;
 - B. Takes exception to terms and conditions (including Specifications);
 - C. Attempts to prevent public disclosure of matters in contravention of the terms and conditions of the Solicitation or in contravention of applicable law;
 - D. Offers Work that fails to meet the Specifications of the Solicitation;
 - E. Is late;
 - F. Is not in substantial compliance with the Solicitation;
 - G. Is not in substantial compliance with all prescribed public Solicitation procedures.
- iii. The District shall reject a Proposal upon the District's finding that the Proposer:
 - A. Has not been prequalified under ORS 279C.430 and the District required mandatory prequalification;
 - B. Has been Disqualified;
 - C. Has been declared ineligible under ORS 279C.860 by the Commissioner of Bureau of Labor and Industries and the Contract is for a Public Work;
 - D. Is listed as not qualified by the Construction Contractors Board, if the Contract is for a Public Improvement;
 - E. Has not met the requirements of ORS 279A.105 if required by the Solicitation;
 - F. Has not submitted properly executed Proposal security if required by the Solicitation;
 - G. Has failed to provide the Certification of Non-Discrimination required under OAR 137-049-0440(3);
 - H. Is not Responsible. See OAR 137-049-0390(2) regarding District determination that the Proposer has met statutory standards of responsibility.

b. Form of Business. The District may investigate any Person submitting a Proposal. The investigation may include that Person's officers, Directors, Owners, affiliates, or any other Person acquiring ownership of the Person to determine application of this rule or to apply the Disqualification provisions of ORS 279C.440 to 279C.450 and OAR 137-049- 0370.

c. Certification of Non-Discrimination. The Proposer shall certify and deliver to the District as part of their Proposal, written certification (see attached Proposer Certification) that the Proposer has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

d. Rejection of all Proposals. The District may reject all Proposals for good cause upon the District's written finding it is in the public interest to do so. The District shall notify all Proposers of the rejection of all Proposals, along with the good cause justification and finding.

e. Criteria for Rejection of All Proposals. The District may reject all Proposals upon a written finding that:

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- i. The content of or an error in the Solicitation, or the Solicitation process unnecessarily restricted competition for the Contract;
- ii. The price, quality or performance presented by the Proposers is too costly or of insufficient quality to justify acceptance of the Proposals;
- iii. Misconduct, error, or ambiguous or misleading provisions in the Solicitation Document threaten the fairness and integrity of the competitive process;
- iv. Causes other than legitimate market forces threaten the integrity of the competitive Procurement process. These causes include, but are not limited to, those that tend to limit competition such as restrictions on competition, collusion, corruption, unlawful anti-competitive conduct and inadvertent or intentional errors in the Solicitation;
- v. The District cancels the Solicitation in accordance with OAR 137-049-0270; or
- vi. Any other circumstance indicating that awarding the Contract would not be in the public interest.

18. PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD.

- a. **Purpose.** An adversely affected or aggrieved Proposer shall exhaust all avenues of administrative review and relief before seeking judicial review of the District's Contractor selection or Contract Award decision.
- b. **Notice of Intent to Award.** Unless otherwise provided in the Solicitation, the District shall provide written notice to all Proposers of the District's intent to award the Contract. The District's Award shall not be final until the later of the following:
 - i. Seven (7) days after the date of the notice, unless the Solicitation provided a different period for protest; or
 - ii. The District provides a written response to all timely-filed protests that denies the protest and affirms the Award.
- c. **Right to Protest Award.**
 - i. An adversely affected or aggrieved Proposer must email to contracts@beaverton.k12.or.us a written protest of the District's intent to award within seven (7) days after issuance of the notice of intent to award the Contract, unless a different protest period is provided under the Solicitation.
 - ii. The Proposer's protest shall be in writing and shall specify the grounds upon which the protest is based.
 - iii. A Proposer is adversely affected or aggrieved only if the Proposer is eligible for Award of the Contract as the Responsible Proposer submitting the best Responsive Proposal and is next in line for Award, i.e., the protesting Proposer must claim and state specific reasons why all higher scored Proposers are ineligible for Award:
 - A. Because their Proposals were non-responsive; or
 - B. The District committed a substantial violation of a provision in the Solicitation or of an applicable procurement statute or administrative rule, and the protester was unfairly evaluated and would have, but for such substantial violation, been the Responsible Proposer with the highest scoring Proposal and the most Responsive Proposal.
 - iv. The District shall not consider a protest submitted after the time period established in this Rule or such different period as may be provided in the Solicitation. A Proposer may not protest the District's decision not to increase the size of the Competitive Range.
- d. **Authority to Resolve Protests.** The District's Purchasing Manager shall settle or resolve a written protest submitted in accordance with the requirements of this Rule.
- e. **Decision.** If a protest is not settled or resolved by the Purchasing Manager, the Superintendent or designee, shall promptly issue a written decision on the Protest. Judicial review of this decision will be available if provided by statute.

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- f. **Award.** The successful Proposer shall promptly execute the Contract after the Award is final. The District shall execute the Contract only after it has obtained all applicable required documents and approvals.

19. PROPOSAL COSTS: The District is not liable for any costs incurred by the Proposer in its Proposal preparation.

20. OPPORTUNITY TO DEBRIEF: Upon written request, the District will meet with proposers not selected within 30 days of the execution of the contract. Written requests must be submitted within 15 days following the issuance of the Notice of Intent to Award.

SECTION IV – PUBLIC WORKS REQUIREMENTS

Solicitation No: RFP 22-0004

1. PUBLIC WORKS REQUIREMENTS:

This solicitation will result in a Contract for a Public Work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq., if applicable). No Proposal will be received or considered by the District unless the Proposal contains a statement by the Proposer, as a part of its Proposal, that the provisions of ORS 279C.800 to 279C.870 (prevailing wage rates paid to employees) or the Davis Bacon Act (40 U.S.C. 3141 et seq if applicable) are to be complied with (see Proposer Certification).

2. REGISTRATION REQUIREMENTS:

Proposers shall be currently registered with the Construction Contractors Board as required by ORS 701.021, or licensed by the State Landscape Contractors Board, as required by ORS 671.530, or licensed by the Department of Environmental Quality, as required by ORS 468A.710 (Air Quality), if required, holding the proper registration for the work contemplated herein, at the time of Proposal submittal. All Subcontractors participating in the project shall be similarly registered with the Construction Contractors Board, State Landscape Contractors Board or Department of Environmental Quality, as required, at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

3. BOLI/PWR REQUIREMENTS. Pursuant to ORS 279C.800 to 279C.870:

All contractors and subcontractors will abide by the latest determination of the minimum wage rates as scheduled and published for this region by the U.S. Department of Labor and the Oregon Department of Labor and will abide by all amendments, decisions, and related regulations of these agencies. Specifically:

- a. The Contractor is required to pay workers prevailing wage rates for Region #2.
- b. If the Contractor fails to pay for labor and services, the District can pay and shall withhold these amounts from payments to the Contractor. OAR 839-025-0020(2)(a).
- c. The Contractor is required to pay weekly, holiday (including weekends) and daily overtime as required. OAR 839- 025-0020(2)(b).
- d. For this contract, the 'prevailing rate of wage' as published by the Oregon Bureau of Labor and Industries are the Prevailing Wage Rates for Public Works Contracts in Oregon effective January 1, 2022 and PWR Amendment effective April 1, 2022. The rates may be found at the following web site: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx, and are incorporated herein by this reference.

4. BONDS: PERFORMANCE, PAYMENT AND PUBLIC WORKS.

a. Performance and Payment Bonds.

- i. Pursuant to ORS 279C.380, the Contractor shall furnish performance and payment bonds upon execution of an amendment establishing the guaranteed maximum price. The Contractor shall also provide bonds equal to the value of construction services authorized by any early work amendment in advance of the guaranteed maximum price amendment. Such bonds must be provided before construction starts.
- ii. Bonds shall be effective from the Contract date through the Final Completion of the Contract.
- iii. Bonds must be furnished by a surety company authorized to do business in Oregon and in an amount equal to the full Contract Price. The bonding company shall be listed on the most current US Government Treasury list, Department Circular 570 or as approved by the District. The cost of the Bonds shall be included in the Contract Sum. The form of the Performance and Payment Bonds shall be the AIA A312 or as approved by the District.

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b. Public Works Bond.

- i. Contractors who work on public works projects, subject to the PWR law, are required to file a \$30,000 Public Works Bond to be used exclusively for unpaid wages determined to be due by BOLI. Proof of this bond in effect must be provided to the District prior to Contract signing, after the award of this solicitation.
- ii. General Contractors are required to verify that subcontractors have filed a public works bond before permitting a subcontractor to start work on a project.
- iii. ORS 279C.836 provides exemptions from the bond requirements for certified disadvantaged, minority, women, service-disabled veteran owned or emerging small business enterprises. It is the Contractor's responsibility to notify the District if an exemption applies to the Contractor.
- iv. The Public Works Bond must be furnished by a surety company authorized to do business in Oregon.

c. Bid Bond. No bid bond is required for this solicitation.

d. Time for Submission. The apparent successful Proposer must promptly furnish the required performance security upon the District's request. If the Proposer fails to furnish the security as requested, the District may reject the Proposal and award the Contract to the Responsible Proposer with the next highest-scoring Responsive Proposal.

- 5. SUBSTITUTE CONTRACTOR.** If the Contractor provided a performance bond, the District may afford the Contractor's surety the opportunity to provide a substitute Contractor to complete performance of the Contract. A substitute Contractor must perform all remaining contract Work and comply with all terms and conditions of the Contract, including the provisions of the performance bond and the payment bond. Such substitute performance does not involve the Award of a new Contract and shall not be subject to the competitive procurement provisions of ORS Chapter 279C.
- 6. FOREIGN CONTRACTOR.** If the Contract Price exceeds \$10,000 and the Contractor is a Foreign Contractor, the Contractor shall promptly report to the Oregon Department of Revenue on forms provided by the Department of Revenue, the Contract Price, terms of payment, contract duration and such other information as the Department of Revenue may require before final payment can be made on the Contract. A copy of the report must be forwarded to the District. The District shall satisfy itself that the above requirements have been complied with before it issues final payment on the Contract.

7. CERTIFIED PAYROLL WITHHOLDING:

- a. If a prime contractor does not file certified payroll as required (at least once per month), the District shall withhold 25% of amounts due to the prime contractor, in addition to any other required Retainage.
- b. If a first-tier subcontractor does not file certified payroll reports as required, the prime contractor must withhold 25% of amounts due the first-tier subcontractor.
- c. Once certified payroll reports are submitted, the District or prime contractor are to pay amounts withheld within 14 days.
- d. Neither the District nor the prime contractor is required to verify the accuracy of the contents of the certified payroll reports.

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8. DRUG TESTING REQUIREMENTS:

ORS 279C.505(2) requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. Proposers are therefore required to certify that they have an employee drug-testing program in place that applies to all employees, and will maintain a drug-testing program at all times during the performance of the awarded Contract. Failure to maintain a program shall constitute a material breach of contract. The use of drugs, alcohol, or any tobacco products including all vaping products is prohibited on all District property.

9. OTHER TERMS AND CONDITIONS:

The Contractor must understand and agree to comply with the following:

- a. Provide prompt payment to all Persons supplying labor or material for the performance of the work; Pay all contributions or amounts due the Industrial Accident Fund; Not permit any lien or claim to be filed or prosecuted against the District; and Pay to the Department of Revenue all sums withheld from employees (ORS 279C.505(1));
- b. Demonstrate that an employee drug testing program is in place and maintained (ORS 279C.505(2));
- c. If the Contract calls for demolition Work described in ORS 279C.510(1), the Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective;
- d. If the Contract calls for lawn or landscape maintenance, the Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost effective (ORS 279C.510(2));
- e. If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services provided to the Contractor or a subcontractor, the District may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor, as set forth in ORS 279C.515(1);
- f. If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the District or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges. (ORS 279C.515(2));
- g. If the Contractor or a subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. (ORS 279C.515(3));
- h. Abide by maximum hours of labor and overtime as set forth in ORS 279C.520(1);
- i. Provide employer notice to employees of hours and days that employees may be required to work, as set forth in ORS 279C.520(2);
- j. Abide by environmental and natural resources regulations (279C.525);
- k. Make required payments for medical care and certain services related to sickness and injury to employees (ORS 279C.530(1));
- l. Understand all employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor must ensure that each of its subcontractors complies with these requirements. (ORS 279C.530(2));
- m. Abide by maximum hours, holidays and overtime (ORS 279C.540);

SECTION IV – PUBLIC WORKS REQUIREMENTS

Solicitation No: RFP 22-0004

- n.** Abide by time limitation on claims for overtime (ORS 279C.545);
- o.** Pay prevailing wage rates, including subcontractors (ORS 279C.800 to 279C.870);
- p.** File required BOLI Public Works bond(s), including subcontractors (ORS 279C.830(2))
- q.** Follow Retainage rules (ORS 279C.550 to 279C.570);
- r.** Abide by prompt payment policy, progress payments, rate of interest (ORS 279C.570);
- s.** Maintain relations with subcontractors (ORS 279C.580);
- t.** Make notice of claim (ORS 279C.605);
- u.** Provide Affidavit of Compliance with the Oregon tax laws in accordance with ORS 305.385;
- v.** Certify that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction Work) will be registered with the Construction Contractors Board, licensed by the State Landscape Contractors Board in accordance with ORS 701.021 to 701.050, or licensed under ORS 468A.720 (Air Quality), if required, before the subcontractors commence Work under the Contract.
- w.** 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 District's prior written consent. Unless otherwise agreed by the District 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 District 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 District for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the District otherwise agrees in writing.

SECTION V – RESPONSE AND EVALUATION
Solicitation No: RFP 22-0004

1. GENERAL INFORMATION:

This section prescribes the mandatory submission format for the presentation of a Proposal in response to this Solicitation. The purpose of the submission format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each Offer. Failure to submit Proposals in accordance with the provisions of this Section may be grounds to declare the Proposal non-responsive. Failure to provide any information requested in this solicitation may result in rejection of the Proposal.

2. PROPOSAL SUBMISSION:

To ensure proper identification and handling, Proposals shall be submitted by email, with the Proposer's name, the solicitation number, and the words "Proposal Submission" in the email subject line. Proposals must be in MS Word without any password protection, or editable "pdf" format. Proposals shall only be emailed to contracts@beaverton.k12.or.us as indicated on the Summary page of this Solicitation. The District is not responsible for Proposals submitted in any manner, format, or to any delivery point other than as required. Proposers are solely responsible for ensuring that the District receives their Proposal at the required delivery point prior to closing. Also, Proposers are solely responsible for ensuring that the District is able to open and properly read any attached files prior to closing.

1. PROPOSAL FORMAT:

- a. Proposers must submit:
 - i. A complete Proposal per the requirements of this Solicitation in MS Word or editable "pdf". format.
- b. The proposal shall be no more than 12 digital pages. Brochures or other promotional presentations beyond that sufficient to present a complete and effective Proposal are not desired.
- c. The proposal shall include the following attachments which will not count toward the page count as specified above:
 - i. Site Specific Safety and Anti-Harassment Plans/Programs
 - ii. Staff Team Member Resumes
 - iii. Project Schedule
 - iv. Logistics Plans
 - v. Fee Proposal – which shall include: Preconstruction Fee, General Conditions, CM/GC Fee
 - vi. Required Affidavit, Certifications, and Forms – See Attached Proposal Submission Checklist

2. PROPOSAL CONTENT REQUIREMENTS:

Proposers must provide a reply to each of the following items. The Proposer Certification Form (see Attachments) shall be completed and submitted as the cover of the Proposer's response. Proposers are cautioned to provide in their proposals as much detail as possible, while remaining within the response page limitation, pertaining to their capabilities and experience in providing the services requested in this Solicitation. Do not assume the District has any prior knowledge of the Proposer. Proposal response must be in the same order as presented below:

SECTION VI – ATTACHMENTS
Solicitation No. RFP 22-0004

DETAILED PROPOSAL CONTENT REQUIREMENTS:

All proposals must reply to each of the following items. Responses must be submitted in the same order listed below:

1. Firm's History and Capabilities

- a. Provide a brief description of your firm's history and its capabilities. Include annual volume figures for the past five years and current bonding capacity.
- b. Included your most recent worker's compensation insurance experience modification rate(EMR). The lowest EMR will be awarded full points with each subsequent proposal being awarded a portion of the points possible based on a ratio of their EMR to the lowest EMR.

2. Firm's construction Experience and Qualifications

- i. Provide a listing of recent experience with CM/GC GMP projects for the public sector. Provide at least 3 projects within the last 10 years. The best responses will include K-12 projects with size, scope and constraints similar to the Five Oaks Middle School Seismic and Reroof project. Experience with the Beaverton School District on large projects is also desirable. Information on these projects should also include the following:
 - A. Name of the Owner, contact person, and current phone number. At the discretion of the review committee, references may be called.
 - B. The architect, contact person, and current phone number. At the discretion of the review committee, references may be called.
 - C. Location of the project and completion date.
 - D. Both the GMP, and the final Cost of the Work for each project.
 - E. Total project claims going to litigation/arbitration.
 - F. Provide a brief description of the job, including the CM/GC's team members who delivered the project.

3. Personnel construction experience, qualifications and project commitment

- i. 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 onsite construction supervision.
- ii. Include resumes, as attachments, not to be included in page count, for all individuals listed in the chart. Indicate the proposed percentage that each person will work on this project during Preconstruction and during Phase 1 and Phase 2 of the project. The resumes must include each individual's education, work history, length of tenure with the firm, prior experience with similar projects and any experience working with public or private sector CM/GC GMP jobs. The best responses will include team members that have worked together previously and/or have worked on the projects exemplified in the experience section.
- iii. By listing individuals in the proposal, the firm guarantees that these individuals will be available to work on the project at the approximate percentages shown. Beaverton School District reserves the right to approve or reject any changes to the proposed personnel. Beaverton School District further reserves the right to request a substitution of personnel, at any time within the project, if deemed to be in the best interest of the District.

4. Proposed Approach

- a. Describe how your firm will approach the construction management aspect of this project. Describe your management information controls, processes, and/or procedures proposed for this project. **Please do not define industry standard practices.** Please focus on team relationships and collaboration, company culture and approach to team communication.
- b. Describe how you will investigate and confirm existing conditions assumptions and conclusions as prepared by the architect and included in the attached design narrative.
- c. Describe your firm's knowledge and experience with the labor market and building conditions in the Portland/Beaverton metropolitan area and how you would leverage that knowledge and experience to

SECTION VI – ATTACHMENTS
Solicitation No. RFP 22-0004

benefit this project.

- d. Describe your firm's overall plan to complete the project within the schedule. Please include a proposed schedule and phasing plan for the two summers this project is planned to take place. Graphic CPM schedule and phasing/logistics plans can be included as attachments and will not be included in the total page count.
- e. Describe your firm's plan to complete the roof level seismic work, reroofing activities and protect the building from moisture intrusion and still meet the overall schedule requirements.
- f. Describe your experience working in occupied facilities and how you intend to maintain staff, student, parent and visitor safety. Also discuss traffic flows to ensure the school and construction site will be able to run efficiently, separated and safely.
- g. There is much debate over the best time to establish the GMP. Please identify the benefits and disadvantages of establishing the GMP early, at the end of DD, and the establishing the GMP later the CD phase of design. If your firm has a preference please identify and defend the stance.
- h. Please describe your firm's approach to issuing Bid Packages for this project. What is your rationale, including the benefits and disadvantages, of doing multiple packages and early packages.

5. CM/GC and Value Engineering experience and plan

- i. Describe your firm's methodology and experience with Value Engineering(VE) including particularly successful experience and/or unique services in this area. The best responses will include examples from the projects described in the Experience section and/or were worked on by proposed team members in the Personnel section.
- ii. Describe your firm's job costing procedure and how you will keep the District apprised of project costs.
- iii. Describe your firm's process for managing change orders, contingencies, allowances and their usage, and claims, including efforts to minimize them.
- iv. Describe how your firm intends to ensure that the GMP established for this project is within the project budget.

6. Fees and Compensation

- i. Provide a not-to-exceed cost for Preconstruction services. Refer to the sample contract for guidelines and related attachments on items permitted within the Phase 1 fee.
- ii. Please refer to EXHIBIT B as the basis for determining items included in General Conditions and CM/GC fee.
 - A. With an overall construction budget of \$8.6 M, provide an estimated cost of total General Conditions and complete a schedule of values for those General Conditions.
 - B. Provide your fee, as a percentage of the Guaranteed Maximum Price, for which your firm would contract to perform this project. Please refine this by defining personnel time included as cost-of-work and/or included within the fee, in alignment with EXHIBIT B.
- iii. Fees will be evaluated by summing the preconstruction services lump-sum, with the general conditions and fee costs. The lowest sum will be awarded full points for this section, each subsequent proposal will be awarded a portion of the points possible based on their ratio to the lowest proposal.

7. Interviews

- i. The evaluation committee will select, at most, the three highest scoring firms to be interviewed. The interview section will provide for an additional 50 points to the proposal's 150 points. The highest cumulative score will be awarded the contract.

3. EVALUATION OF PROPOSALS:

The district will convene a committee composed of district stakeholders, the project management team and design teams to review the submitted proposals and award points to each section of the proposals based on the criteria above. The below table defines the points possible for each section. The firm which scores the highest cumulative points of the total 200 points will be awarded the Contract.

SECTION VI – ATTACHMENTS
Solicitation No. RFP 22-0004

EVALUATION MATRIX

PROPOSAL CONTENT REQUIREMENT	Maximum Points Possible
Firms History and Capabilities	20
Firm's construction Experience and Qualifications	20
Personnel construction experience, qualifications and project commitment	30
Proposed Approach	35
CM/GC and Value Engineering experience and plan	25
Fees and Compensation	20
PROPOSAL CONTENT SUB-TOTAL	150
INTERVIEW – (If Required)	
Interview	50
INTERVIEW SUB-TOTAL	50
COMBINED TOTAL	200

4. INTERVIEW(S): (If Conducted)

- a. The evaluation committee may elect to interview Proposers if the evaluation committee considers it necessary or desirable. The highest scoring firm(s), at the discretion of the District, will be invited to interview. The interview process will be used to supplement and clarify the information contained in the written proposal.
- b. If Interviews are conducted, the Interview scores will be added to the sum of the other scores to create a final scoring of Proposers.
- c. Interview format, questions, and particular details about the interviews will be provided to the firms selected for an interview.
- d. Such interviews/presentations will be at the Proposer's expense.

5. SELECTION AND NEGOTIATION:

If the District does not cancel the Solicitation after it receives the results of the scoring and ranking for each Proposer, the District will begin negotiating a Contract with the highest-ranked Proposer following the evaluation and interview (if conducted) process. The District shall direct negotiations toward obtaining written agreement on any or all of the following points:

- a. The Proposer's performance obligations and performance schedule;
- b. Payment methodology and a maximum amount payable to the Proposer; and
- c. Any other provisions the District believes to be in the District's best interest to negotiate.

The District shall, either orally or in writing, formally terminate negotiations with the highest scoring Proposer if the District and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The District may thereafter negotiate with the second highest-scored Proposer, and if necessary, with the third highest-scored Proposer, and so on, until negotiations result in a Contract. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, the District may end the particular formal solicitation. Nothing in this rule precludes the District from proceeding with a new formal solicitation for the same Services described in this Solicitation that failed to result in a Contract.

PROPOSAL SUBMISSION CHECKLIST

ALL AFFIDAVITS, CERTIFICATIONS, FORMS AND PROPOSAL CONTENT REQUIREMENTS AS SPECIFIED IN SECTION V MUST BE INCLUDED AS PART OF THE PROPOSAL.

_____ REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS

The following affidavit, certifications and forms must be completed and signed by the person authorized to represent the Proposer regarding all matters related to the Proposal and authorized to bind the Proposer to the agreement. Failure to submit any of the required, completed and signed affidavits/certifications/forms shall result in disqualification of the proposing firm.

- _____ PROPOSER CERTIFICATION. (Attachment A) This serves as the cover sheet for your Proposal.
- _____ AFFADAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment B)
- _____ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment C)
- _____ PROPOSER RESPONSIBILITY FORM – All Pages. (Attachment D)
- _____ PROPOSER REFERENCE FORM – Include the # specified on the form. (Attachment E)
- _____ PROPOSER FEES AND COMPENSATION FORM (Attachment F)
- _____ DETAILED PROPOSAL CONTENT REQUIREMENTS as outlined in SECTION V

The following Attachment(s) are **NOT** to be returned with the Proposal. Proposers must review the content of these attachment(s) and Exhibit(s). The terms and conditions are incorporated in this Solicitation and will apply to the Contract to be executed for the work.

- | | |
|--------------|-------------------------------------|
| ATTACHMENT G | Sample Contract |
| ATTACHMENT H | Costs for General Conditions Matrix |
| ATTACHMENT I | Seismic Evaluation |
| ATTACHMENT J | Roof Moisture Study |

This checklist is provided for the Proposer's convenience in assembling their Proposal and is NOT required to be returned with the Proposal.

PROPOSER CERTIFICATION

(Proposer)

(physical address)

(city, state, zip)

1. The Proposer certifies that they have read and understand the Terms and Conditions, Specifications, Addenda (if any), Contract and all other documents pertaining to this Project. That the Contract is, in their opinion, adequate, feasible and complete for performing the Work and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract. That they have, or have available, the equipment, personnel, materials, facilities and technical and financial ability necessary to complete the Work in accordance with the Contract documents and within the time specified therein. That they have made allowances for normal inclement weather indigenous to the Project site.
2. The Proposer, having become completely familiar with the local conditions and legal requirements affecting the cost of Work at the place where Work is to be executed, and having carefully examined the site conditions as they currently exist, agrees to provide all labor, materials, plant, equipment, transportation and other facilities and services as necessary and/or required to execute all of the Work described by the aforesaid documents will be provided.
3. The Proposer acknowledges that the Project Milestones in Section II - STATEMENT OF WORK contains certain specific dates. These dates shall be adhered to and are the last acceptable dates unless modified by mutual agreement between Contractor and the Owner. All dates indicate close of business at 5:00 PM Pacific Time.

The Proposer agrees to complete the work within the number of calendar days as stipulated in the Owner-Contractor Agreement and to meet the Milestones and Specific Dates set forth above and acknowledges that their failure to achieve substantial and/or Final Completion by these stipulated dates, or by any owner authorized extension thereto, subjects the Contractor to liquidated damages for failure to perform, as further defined in the Contract.

4. The Proposer agrees to execute the formal Contract within five (5) days from date of the Award Notice, and in the case the undersigned fails or neglects to execute the Contract and the undersigned is considered having abandoned the Contract by the Owner, the proposal security, if any, will be forfeited.
5. The Proposer acknowledges that the person who signs this Certification is fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.
6. The Proposer certifies that Proposer has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal.
7. The Proposer _____ is / _____ is not an Oregon licensed design professional.

The Proposer holds a certificate from the Oregon State Board of Architect Examiners, the Oregon State Landscape Architect Board, or the Oregon State Board of Examiners for Engineering and Land Surveying as applicable:

Registration #: _____.

If the Proposer is not a licensed design professional, _____ (name of licensed design professional) will provide the design services.

Registration #: _____.

8. The Proposer is registered with the Construction Contractors Board, or is licensed by the State Landscape Contractors Board. License Number_____. (The District will not receive or consider a Proposal for a Public Improvement unless the Proposer is registered with the Construction Contractors Board, or is licensed by the State Landscape Contractors Board).
9. The Proposer, pursuant to ORS 279A.120(1), (check one) is _____/is not _____ a resident Proposer. If not, indicate State of residency_____.
10. The Proposer certifies that the required Statutory Public Works Bond has been filed with the Construction Contractor's Board.
11. The Proposer agrees to be bound by and will comply with the provisions of Prevailing Wage Laws ORS 279C.800 through ORS 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq., if applicable).
12. The Proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns in obtaining any required subcontract.
13. The Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.
14. Any Proposal of a contractor or subcontractor listed on BOLI's List of Ineligibles will be rejected.
15. The Proposer acknowledges receipt of the following addenda: (List by number and date appearing on

addenda.) <u>Addendum Number</u>		<u>Date</u>	<u>Addendum Number</u>		<u>Date</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Respectfully submitted this _____ day of _____, 20_____.

Signature: _____

Name: _____ (print/type)

Phone: _____

Title: _____

Fax: _____

Email Address: _____

This solicitation will result in a Contract for a Public Work subject to ORS 279C.800 to 279C.870.

AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS

(Proposer)

I state that:

(1) The correct taxpayer identification numbers are:

A. Federal Employer ID Number (EIN): _____ B. Employer's Oregon ID Number: _____

(2) Proposer is not subject to backup withholding because (i) Proposer is exempt from backup withholding, (ii) Proposer has not been notified by the IRS that Proposer is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Proposer that Proposer is no longer subject to backup withholding;

(3) The price(s) and amount of this Proposal shall be arrived at independently and without consultation, communication or agreement with any other Supplier, Proposer or potential Proposer, except as disclosed on the attached appendix.

(4) That neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, shall be disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Contract award.

(5) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this Solicitation, or to submit any noncompetitive Proposal or other complementary Proposal.

(6) The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

(7) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Beaverton School District in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Beaverton School District of the true facts relating to the submission of Proposals for this contract. I am authorized to act on behalf of Proposer, and have authority and knowledge regarding Proposer's payment of taxes, and to the best of my knowledge, Proposer is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4); the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.

(Affiant's Signature)

STATE OF OREGON

County of _____

Signed and sworn to before me on _____ by _____
(date) (Affiant's name)

Notary: _____

My Commission Expires: _____

NON-CONFLICT OF INTEREST CERTIFICATION**Issuing Agency:** Beaverton School District

I, _____ hereby certify I have read the statement defining conflict of interest as quoted below; that I understand the statement; that no conflict of interest exists as therein defined, which precludes an impartial Bid/Proposal to be submitted by myself or the entity/company for which the Bid/Proposal is submitted, and that if such a conflict should arise, I will immediately notify the Beaverton School District and disqualify my Bid/Proposal.

"NO OFFICER, EMPLOYEE, OR AGENT OF THE BIDDER/PROPOSER HAS ANY PERSONAL FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE OPERATION OF THE BEAVERTON SCHOOL DISTRICT OR WITH ANY PARTY CONNECTED WITH THE OREGON SCHOOL AND DISTRICT IMPROVEMENT NETWORK, DIRECTLY OR INDIRECTLY."

Proposer Name (signature)_____
Proposer Name (printed)_____
Proposer Title (printed)_____
Entity/Company Name (printed)_____
Date

PROPOSER RESPONSIBILITY FORM
(CONTRACTOR’S QUALIFICATIONS AND FINANCIAL INFORMATION)

DECLARATION AND SIGNATURES

The undersigned hereby declares that the he or she is duly authorized to complete and submit this Proposer Responsibility Form and that the statements contained herein are true and correct as of the date set forth below. Incomplete, incorrect or misleading information will be reason for a determination by the District of Proposer non-responsibility.

Date: _____

By: _____
(Signature of authorized official)Name: _____
(Please type or print)Title: _____
(Please type or print)For: _____
(Firm’s name) (Please type or print)

CCB#: _____

Instructions

- 1. The information provided in this form is part of the District’s inquiry concerning Proposerresponsibility. Please print clearly or type.**
- 2. If you need more space, use plain paper. Submit completed form with Proposal response.**
- 3. Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a finding that the Proposal is not a responsible Proposal.**

CURRENT CONTRACTS IN FORCE

ITEM	CONTRACT 1		CONTRACT 2	
A. Work Location				
B. Scope of Work;				
Check box:	New Construction	Re-Construction	New Construction	Re-Construction
C. Contract Amount	\$		\$	
D. Change Order Amount	\$		\$	
E. % Completed	%		%	
F. Est. Completion Date				
G. Owner's Name				
H. Owner Contact				
I. Telephone	()		()	
J. E-Mail Address				
ITEM	CONTRACT 3		CONTRACT 4	
A. Work Location				
B. Scope of Work;				
Check box:	New Construction	Re-Construction	New Construction	Re-Construction
C. Contract Amount	\$		\$	
D. Change Order Amount	\$		\$	
E. % Completed	%		%	
F. Est. Completion Date				
G. Owner's Name				
H. Owner Contact				
I. Telephone	()		()	
J. E-Mail Address				

LARGEST SIMILAR D-B JOBS YOU HAVE COMPLETED IN THE LAST TEN YEARS

ITEM	CONTRACT 1		CONTRACT 2	
A. Work Location				
B. Scope of Work;				
Check box:	New Construction	Re-Construction	New Construction	Re-Construction
C. Contract Amount	\$		\$	
D. Change Order Amount	\$		\$	
E. % Completed	%		%	
F. Completion Date				
G. Owner's Name				
H. Owner Contact				
I. Telephone	()		()	
J. Owner's E-Mail Address				
K. Architect Name				
L. Architect Contact				
M. Architect Telephone	()		()	
ITEM	CONTRACT 3		CONTRACT 4	
A. Work Location				
B. Scope of Work;				
Check box:	New Construction	Re-Construction	New Construction	Re-Construction
C. Contract Amount	\$		\$	
D. Change Order Amount	\$		\$	
E. % Completed	%		%	
F. Completion Date				
G. Owner's Name				
H. Owner Contact				
I. Telephone	()		()	
J. Owner's E-Mail Address				
K. Architect Name				
L. Architect Contact				
M. Architect Telephone	()		()	

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS

ITEM	SURETY COMPANY 1	SURETY COMPANY 2
A. Company Name		
B. Contact's Name		
C. Telephone	()	()
D. Fax	()	()
E. E-Mail Address		
PRESENT AMOUNT OF BONDING COVERAGE (\$):	HAS YOUR APPLICATION FOR SURETY BOND EVER BEEN DECLINED <i>(If Yes, please provide detailed information in Remarks)</i> <div style="text-align: center;">YES NO</div>	DURING THE PAST 2 YEARS, HAVE YOU BEEN CHARGED WITH A FAILURE TO MEET THE CLAIMS OF YOUR SUBCONTRACTORS OR SUPPLIERS <i>(If Yes, please provide detailed information in Remarks)</i> <div style="text-align: center;">YES NO</div>

RELIABILITY

Has your company ever been declared in breach of any contract for unperformed or defective work? ☐ Yes. ☐ No.

If “yes”, explain. _____

Has any employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract? ☐ Yes. ☐ No.

If “yes,” explain. _____

Has any employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty? ☐ Yes. ☐ No.

If “yes,” explain. _____

Has your company or any employee or agent of your company been convicted under state or federal antitrust laws?

☐ Yes. ☐ No.

If “yes,” explain. _____

Has any Officer or Partner of your organization ever been an Officer or Partner of another Organization that failed to complete a construction contract? ☐ Yes. ☐ No.

If “yes,” explain. _____

FINANCIAL RESOURCES

Indicate the Contractors total bonding capacity amount: \$_____.

What portion of this amount remains available at time of completion of this form? \$_____
_____.

Has your firm ever been at any time in the last ten years the debtor in a bankruptcy case? ☐ Yes. ☐ No.

If “yes,” explain.

Does your firm have any outstanding judgments pending against it? ☐ Yes. ☐ No.

If “yes,” explain.

In the past ten years, has your firm been a party to litigation, arbitration or mediation where the amount in dispute exceeded \$10,000? ☐ Yes. ☐ No.

If “yes,” explain.

(Include court, case number and party names.) _____

In the past ten years, has your firm been a party to litigation, arbitration or mediation on a matter related to payment to subcontractors or work performance on a contract? Check “yes” even if the matter proceeded to arbitration or mediation without court litigation. ☐ Yes. ☐ No.

If “yes,” explain. (Include court, case number and party names.)

Have you or any of your affiliates discontinued business operation with outstanding debts? ☐ Yes.

☐ No.

If “yes,” explain.

SECTION VI – ATTACHMENTS
ATTACHMENT D
Solicitation No: RFP 22-0004

KEY PERSONNEL

List the principal individuals of your company, their current job title, the total years of experience they have in the construction industry and their current primary responsibility for your company. Corporations list current officers and those who own 5% or more of the corporation's stock. Limited liability companies list members who own 5% or more of company. Partnerships list all partners. Joint ventures list each firm that is a member of the joint venture and the percentage of ownership the firm has in the joint venture.

ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Construction	
D. Current Primary Responsibility	
ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Construction	
D. Current Primary Responsibility	
ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Construction	
D. Current Primary Responsibility	
ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Construction	
D. Current Primary Responsibility	

Person who will be in direct charge of work if your company is awarded this Contract:

ITEM	PERSON IN DIRECT CHARGE
A. Name	
B. Position	
C. Years in Position	
D. Largest Project Supervised - \$	
E. Largest number of employees ever supervised	

PROPOSER REFERENCE FORM

PROPOSER REFERENCE FORM FOR _____
(Insert Name of Proposer)

Proposer shall provide five (5) references and shall use a separate copy of this form for each reference.

Date(s) Work Performed:

Name(s) of Project(s):

Value of Project(s): \$

Name of Company: _____

Address: _____

Contact Name: _____

Telephone: _____

Email: _____

Method: Subjective Evaluation

Each reference may be checked for, but not limited to, adherence to contract terms and conditions, timelines, quality standards, overall customer service, project being of similar size, scope and complexity. References may alternatively be considered solely for relevance and responsiveness.

PROPOSER FEES AND COMPENSATION FORM

Please fill out completely with your proposed fees and compensation for the following items:

Not to Exceed Cost for Pre-Construction Services: \$ _____

Estimated cost of total General Conditions \$ _____

Fee for CM/GC Services*: _____ %

*Provide your fee, as a percentage of the Guaranteed Maximum Price, for which your firm would contract to perform this project. Fees will be evaluated by summing the not to exceed preconstruction services sum, with the general conditions and the fee applied to \$210M. The lowest sum will be awarded full points for this section, each subsequent proposal will be awarded a portion of the points possible based on their ratio to the lowest proposal.

Signature: _____ Date: _____

Name (print): _____

Title (print): _____

Exhibit B
INSURANCE REQUIREMENTS

1. Insurance Coverages. The Contractor shall procure and maintain (and, unless the Owner permits otherwise in writing, shall cause all Subcontractors to procure and maintain) at the Contractor's expense during the period of performance and thereafter as required below the following insurance from one or more companies authorized to do business in the State of Oregon with a policyholder's rating of not less than A-IX in the most recent edition of *Best's Rating Guide*. Except as approved otherwise by the Owner in advance, such insurance shall protect against claims which arise out of or relate to all of the Contractor's (and such Subcontractors') services under the Agreement, whether performed by the Contractor or a Subcontractor or consultant or a person or entity for which either of them may be responsible. The insurance coverages required by this Paragraph 1 shall be written on an occurrence basis, except the Professional Liability Insurance.

1.1 Workers' Compensation Insurance, if required by law, with statutory limits.

1.2 Employer's Liability Insurance, if employees are employed for other than secretarial or bookkeeping services, with a limit of not less than \$500,000.

1.3 Commercial General Liability Insurance, applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products and Completed Operations, Broad Form Property Damage (including Completed Operations), Pollution Liability (coverage shall apply to both sudden and gradual pollution conditions), and coverage for explosion, collapse and underground hazards, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate applicable specifically to the Project, \$1,000,000 personal and advertising injury and \$1,000,000 Products and Completed Operations.

1.4 Business Automobile Liability Insurance, applicable to owned, non-owned and hired automobiles, with a limit of not less than \$1,000,000 combined single limit each accident; .

1.5 Professional Liability Insurance, covering performance of professional services by the Contractor or any Subcontractor or professional firm at any tier (e.g. for bidder-design or design-build components), whether or not performed by a licensed architect or engineer, with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

1.6 Pollution Liability Insurance, covering the Contractor's liability for a third-party bodily injury and property damage arising from pollution conditions caused by the Contractor while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the Owner. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self- insured retention / deductible amount shall be submitted to the Owner for review and approval.

1.7 Asbestos/hazardous materials Abatement (only applicable to Asbestos/hazardous materials abatement Contractors): General Liability policy shall be written on a form that meets the following criteria, and must be ASBESTOS SPECIFIC as follows:

- (a) A full occurrence form, or
- (b) A limited occurrence form with at least a three (3) year tail, or
- (c) A claims made form with a three (3) year tail.

1.8 True Umbrella Policy, which provides excess limits over the primary layer, in an amount not less than \$5,000,000.

1.9 Subcontractors: The Contractor shall require all subcontractors to provide and maintain General Liability, Auto Liability, Professional Liability (as applicable), and Workers' Compensation insurance with coverage's equivalent to those required of the General Contractor in this Agreement. The Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

1.10 Exceptions or Waivers: Any exception of waiver of these requirements shall be subject to review and written approval from the Owner.

2. Deductibles. The Contractor shall pay all deductibles on all policies required by Paragraph 1.

3. Waivers of Subrogation Re Liability Insurance. The Workers' Compensation and Employer's Liability policies shall be subject to a waiver of subrogation in favor of Owner and its members, partners, officers, directors, agents and employees, and the successors in interest of the foregoing.

4. Cross-Liability Coverages. The Commercial General Liability and Automobile Liability policies shall provide cross-liability coverages as would be achieved under the standard International Organization for Standardization ("ISO") separations of insureds clause.

5. Additional Insureds. The Commercial General Liability and Automobile Liability policies shall name the Owner and its officers, directors, agents and employees, and the successors in interest of the foregoing, as additional insureds, using ISO additional insureds endorsement CG 20 10 11 85 or a substitute providing equivalent coverages. Such coverages provided to the additional insureds shall (a) be primary and noncontributory with respect to any insurance or self-insurance retention of the additional insureds, including but not limited to any Excess Liability coverage maintained by the additional insureds, (b) provide the same types and extents of coverages as the coverages provided to the primary insured, and shall not be limited to the "vicarious liability" of the additional insureds, (c) waive all rights of subrogation against the additional insureds, (d) cover all additional insureds that are a partnership or joint venture, if any, as "Named Insureds" as expressly stated in endorsements and (e) be maintained for the same durations as the coverages provided to the primary insured, including but not limited to the continuation of the Products and Completed Operations coverage until three (3) years after final payment to the Owner's prime contractor on the Project, and shall not be limited to "ongoing operations". Notwithstanding the foregoing, this Paragraph shall not be construed to require the Contractor to provide insurance coverage of the additional insureds in a way or to an extent that results in a violation of ORS § 30.140.

6. Duration of Coverages. The insurance coverages required by Paragraph 1 shall be written on an occurrence basis, except the Professional Liability Insurance. The Professional Liability policy shall provide for a retroactive date of placement prior to or coinciding with the date of commencement under the Agreement. All other policies shall be in effect as of the date of commencement of the Contractor's services under the Agreement. All policies shall be maintained and remain in effect until one (1) year after Final Completion and thereafter when the Contractor is assisting or advising the Owner regarding the correction of defective or nonconforming Work; provided that the Products and Completed Operations policy and the Professional Liability policy shall remain in effect until three (3) years after final payment to the Owner's prime contractor on the Project. The Contractor shall notify the Owner of any claims against the Professional Liability policy, in which event the Owner shall have the right to require the Contractor at its expense to obtain additional Professional Liability Insurance in order to restore the required coverage available for the Project.

7. Builder's Risk Insurance.

The Contractor shall obtain Builder's Risk Insurance as described below:

(1) The Contractor shall purchase and maintain in force during the term of this Contract, at its own expense, Builder's Risk insurance in an amount equal to the Contract Amount, including any subsequent modifications for the entire project at the site on a replacement cost basis, including covering all costs needed to repair the structure or work based on the value figured at the time of rebuilding or repairing, not at the time of loss. Such coverage shall be maintained, unless otherwise provided in the Contract Documents, or otherwise agreed to in writing by all persons and entities who are beneficiaries of such insurance, until final

payment has been made or until no person or entity other than the Owner has insurable interest in the property to be covered, whichever is earlier. The Builder's Risk insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-tier contractors in the project.

(2) **Special Covered Cause of Loss Form.** The Contractor's Builder's Risk Coverage shall be on a special covered cause of loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings and debris removal including demolition, increased cost of construction, architect's fees and expenses, flood and earthquake coverage, materials and equipment in transit, and all below and above ground structures, water and sewer mains. Other coverage may be required if provided in contract documents. Coverage shall be written for 100% of the completed value (replacement cost basis) of the work being performed.

(3) **Amendments and Provisions.** The Contractor's Builder's Risk shall also include the following amendments and provisions.

a. **Waiver of Subrogation.** Waiver of subrogation against all parties named as insured, to the extent the loss is covered;

b. **Beneficial Occupancy Clause.** The policy shall specifically permit partial or beneficial occupancy at or before substantial completion or final acceptance of the entire work. The Contractor shall take reasonable steps to obtain any necessary consent of the insurance company or companies and agrees to take no action, other than upon mutual written consent, with respect to occupancy or use of the work that could lead to cancellation, lapse or reduction of insurance;

c. **Equipment Breakdown Coverage.** Equipment breakdown coverage (aka boiler & machinery coverage) shall be provided that specifically covers insured equipment during installation and testing;

d. **Interior Damage.** Any clause that excludes recovery of damage to the interior of building shall be deleted. The Builder's Risk policy shall provide for recovery for damage to the interior of a building if caused by perils insured against in the Builder's Risk Policy;

e. **Design Error.** The Builder's Risk policy shall not exclude coverage of damages caused by design error;

f. **Settlement, Cracking, Etc.** The Builder's Risk policy shall cover settling, cracking, shrinking or expansion (including coverage for loss resulting from settling, cracking, shrinking or expansion) of foundation walls, floors and other parts of the structure; and

g. **Deductible.** Any deductible shall not exceed \$50,000 for each loss.

(4) **Builder's Risk Installation Floater.** If approved in writing by the Owner's Risk Manager, the Contractor may obtain a Builder's Risk Installation Floater in lieu of Builder's Risk Insurance at the Contractor's expense. The Contractor shall keep the Builder's Risk Installation Floater in effect during the term of this Contract for the value of materials and equipment, on a replacement cost basis, including covering all costs needed to repair the structure or Work (including overhead and profit) based on the values figured at the time of rebuilding or repairing, not at the time of loss. Such coverage shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed to in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered, whichever is earlier. The Builders' Risk Installation Floater shall include interest of the Owner, The Contractor, Subcontractors and sub-tier Contractors in the project. The Builders' Risk Installation Floater shall be on a Special Covered Cause of Loss Form and shall include theft, vandalism, malicious mischief, faulty workmanship, labor, materials and equipment to be installed. Other coverages may be required if provided in the Contract Documents. The Builders' Risk Installation Floater shall also provide a Waiver of Subrogation against all parties named as insured, but only to the extent the loss is covered. Coverages shall be written for 100% of the completed value (replacement cost basis including labor and materials) of the work being performed or other limit as specified in the Contract Documents. [Coverage shall extend to when project materials are in off-site storage and while in transit.](#)

(5) **Insured Loss.** The owner shall have sole power and authority to adjust and settle a loss with insurers. A loss insured under the Builder's Risk Insurance or Builder's Risk Installation Floater shall be adjusted by the Owner and any payments or settlements shall be made payable to the Owner for the insureds, as their interests may appear. The Owner shall be entitled to full payment of its loss from the insurance proceeds before payment of the remainder to any other beneficiaries of the policy. The Contractor shall pay Subcontractors their just share of remaining insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors make payments to the Sub-subcontractors in similar manner.

(6) **Deductible.** Payment of the deductible on the Builders Risk policy claims is the responsibility of the Contractor and is not subject to reimbursement by the Owner. The Contractor promptly shall pay the deductible (or if the claim is less than the deductible, the amount of the claim) promptly and without offset or deduction. If the Contractor does not do so, the Owner may, in addition to other remedies, deduct and offset the amount of the deductible from the Contract Sum.

8. **Proof of Insurance.** The Contractor shall file with Owner, upon execution of the Agreement, certificates of insurance acceptable to the Owner as well as copies of all insurance policies, with all riders and endorsements, all separate exclusions, conditions and waivers, and all other amendatory documents attached, evidencing the insurance required of the Contractor by this Exhibit E. No progress payment will be due until all such Certificates and policies are furnished. All policies and certificates must be signed copies and shall contain a provision that coverages afforded under the policies cannot be materially altered (i.e., the coverage's reduced, the limits decreased, or the additional insured removed), allowed to expire, or cancelled without first giving 30 days' prior written notice to the Owner. The Contractor shall furnish to the Owner copies of any subsequently issued endorsements amending, modifying, altering, or restricting coverage of limits. Furthermore, such policies or certificates shall verify that the policy contains coverage for blanket contractual liability including both oral and written contracts and acknowledge the indemnification provisions and liability coverages called for by this Agreement. If any of the required coverages are to renew during the period when such coverage is to remain in effect, or are required to remain in force after final payment to the Owner's prime contractor on the Project, an additional certificate evidencing continuation of such coverage shall be submitted upon renewal or with the Contractor's final invoice.

9. **Effect of No or Insufficient Insurance.** The Contractor's failure to comply with the requirements of this Exhibit E shall constitute a material breach of the Agreement entitling the Owner to terminate the Agreement for cause. In the alternative, the Owner in its sole discretion may purchase the insurance required of, but not obtained or maintained, by the Contractor pursuant to this Exhibit E and charge such costs thereof to the Contractor or deduct the costs thereof from the Contract Sum. The Owner's rights under this Paragraph shall be in addition to, and without waiver of, its other rights and remedies under the Agreement or applicable law.

10. **Waivers of Subrogation.** The Owner and the Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or the Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, the Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

1. **Limitation of This Exhibit E.** Nothing in this Exhibit E shall negate, abridge or reduce the Contractor's responsibilities or liabilities under the Agreement or applicable law, the meaning and effect of the provisions of this Exhibit E being limited to setting out the Contractor's express obligations with respect to

insurance. By requiring insurance, the Owner does not guarantee that the insurance is sufficient to cover all the risks the Contractor may face. The Contractor's liability is not limited to insurance.

2. The Contractor shall obtain, at its own expense, the minimum insurance coverage described in this Exhibit and maintain that coverage until final acceptance of the entire Project, and through the stated completed operations period as applicable. By requiring such minimum insurance, the Owner does not guarantee that the insurance is sufficient to cover all the risks the Contractor may face. The Contractor's liability is not limited to insurance. The insurance carried by the Contractor shall be the primary coverage and non-contributory, and any insurance maintained by the Owner is excess and in any event solely for damages or losses for which the Owner is responsible.

3. The Owner's specification or approval of the insurance in this Contract or of its amount shall not relieve or decrease the liability of the Contractor under the Contract documents or otherwise. Coverage's are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts.

4. Contract Sum. The Contract Sum includes the cost of any insurance required by the Contract Documents.

ATTACHMENT H - Exhibit C

COSTS FOR GENERAL CONDITIONS WORK MATRIX

Direct Costs/GC Work Costs Matrix

	Description	Construction Costs Paid by Owner		Costs Included in CM/GC Fee	Misc. Costs Paid by Owner
		Direct Reimbursement NO FEE	General Conditions Work		
PROJECT STAFFING/LABOR					
1	Principal In Charge			X	
2	Corporate Executive/Officers			X	
3	Project Executive (for project specific time only)			X	
4	Senior Project Manager (for project specific time only)		X		
5	Project Manager		X		
6	General Superintendent			X	
7	Project Superintendent		X		
8	Site/Area Superintendents		X		
9	Project Engineers		X		
10	Field Engineers		X		
11	General Foreman		X		
12	Working Foreman for Direct Cost of the Work	X			
13	Working Foreman for General Conditions Work		X		
14	Project Admin (in support of site personnel)		X		
15	Project Coordinator (in support of site personnel)		X		
16	Estimator		X		
17	Scheduler		X		
18	BIM Manager		X		
19	MEP Coordinator		X		
20	LEED Coordinator		X		
21	Safety Coordinator (site based)		X		
22	Safety Manager (Internal / Consultant)		X		
23	Detailer for Direct Cost of the Work	X			
24	Detailer for General Conditions Work		X		
25	Wages (including labor burden) for CM/GC self-performed work associated with Direct Cost of the Work	X			
26	Wages (including labor burden) for CM/GC self-performed work associated with General Conditions Work		X		
27	Wages (including labor burden) for all other CM/GC staff not specifically identified within this matrix		X		
28	All Sick Leave		X		
29	All Vacation Time		X		
30	All Disability Leave		X		
31	Project Staff Training and Education			X	
32	Subcontracts associated with Direct Cost of the Work	X			
33	Subcontracts associated with General Conditions Work		X		
34	All other subcontracts unless approved otherwise by District			X	

JOB SITE OFFICE & EXPENSES

35	Office Trailer Rental		X		
36	Jobsite Office material costs and expendables		X		
37	District & A/E Temp Office Rental (Furnished by CM/GC)		X		
38	Office Furniture/Equipment		X		
39	Computers, Printers, Copiers, TVs, Software, and other IT			X	
40	Cellular phones and service			X	
41	Plans & Specifications for sub bidding		X		
42	Plans & Specifications for day-to-day job operations		X		
43	As-builts		X		
44	Operation and Maintenance Manuals		X		
45	Warranties		X		
46	Public Notices		X		
47	Publications/Advertisements		X		
48	Postage/FedEx/Courier Service		X		
49	Project Progress Photos		X		
50	Drinking water, Coffee/Tea, Ice, Cups, Snacks, Pop, etc.		X		
51	Petty Cash		X		
52	Office Supplies		X		
53	Storage Trailer rental		X		



ATTACHMENT H - Exhibit C

COSTS FOR GENERAL CONDITIONS WORK MATRIX

Direct Costs/GC Work Costs Matrix

Description		Construction Costs Paid by Owner		Costs Included in CM/GC Fee	Misc. Costs Paid by Owner
		Direct Reimbursement NO FEE	General Conditions Work		
INSURANCE & BONDS					
54	Insurance GL (in accordance with District contract only)				X
55	Builder's Risk				X
56	General Contractor Bond (Payment)	X			
57	General Contractor Bond (Performance)	X			
58	Subcontractors Bonds	X			
PERMITS					
59	Demolition/Haz Mat/Haul Permit	X			
60	Noise Permit	X			
61	Grading Permit				X
62	Foundation Permit				X
63	Building Permit				X
64	Tree Permit	X			
65	Right-of-way Use/Closure Permits		X		
TEMPORARY FACILITIES & UTILITY EXPENSES					
66	Mobilization/Demobilization		X		
67	Project Signage		X		
68	Temporary telephone/internet connection		X		
69	Temporary/Haul Roads and Work Pads		X		
70	Temporary Utility bills		X		
71	Franchise Utility Charges for Temporary Service Installation (Line Extensions)		X		
72	Temporary Toilets		X		
73	Temporary Water		X		
74	Temporary Fencing		X		
75	Temporary Enclosures (Inc. covered walkways & lights)		X		
76	Temporary Partitions		X		
77	Temporary Stairs		X		
78	Temporary Power & Equipment		X		
79	Temporary HVAC Service & Equipment		X		
80	Temporary Storage Facilities		X		
81	Temporary Road		X		
82	Weather Protection		X		
PROFESSIONAL & VARIOUS SERVICES					
83	Soil Report				X
84	Testing and Inspections				X
85	Facility Training		X		
86	Air and water balancing (coordination with Building Management Systems)		X		
87	Value Engineering		X		
88	Legal			X	
89	Completion Photography		X		
90	Computer			X	
91	CPM			X	
92	Layout & Surveying		X		
93	Public and Private Locate Services		X		
94	Accounting/Data Processing			X	
95	Construction Auditing (with District approval)		X		
96	Engineering			X	

ATTACHMENT H - Exhibit C

COSTS FOR GENERAL CONDITIONS WORK MATRIX

Direct Costs/GC Work Costs Matrix

Description		Construction Costs Paid by Owner		Costs Included in CM/GC Fee	Misc. Costs Paid by Owner
		Direct Reimbursement NO FEE	General Conditions Work		
SAFETY & SITE SECURITY					
97	Safety meeting & Stand-downs		X		
98	Safety Treatments & Arrangements		X		
99	Safety equipment for CM/GC personnel. Subs provide own in COW		X		
100	First Aid Kits & supplies for CM/GC personnel. Subs provide own in COW.		X		
101	Fire Extinguishers (During Construction)		X		
102	Safety railing, handrails and nets		X		
103	Safety Signage		X		
104	Hard Hats, Goggles, Gloves, etc.		X		
105	Security		X		
106	Security Guard / Watch		X		
107	Flagging/Traffic control		X		
108	Opening Protection		X		
109	Barricades & Lights		X		
110	Walkie Talkies		X		
111	Drug Screening		X		
112	Badging Process		X		
113	Snow/Ice Removal. Salt/Rock for Icy Conditions		X		
114	Infection Control Measures		X		
115	Cooling/Shade Covers		X		
POLLUTION CONTROL					
116	Dust Control		X		
117	Noise Control		X		
118	Erosion Control		X		
119	Mandated Erosion Control Inspection Services				X
120	Pollution Control		X		
TRANSPORTATION, HANDLING, CONVEYANCE & FREIGHT					
121	Project Vehicle Rental		X		
122	Project Vehicle Fuel/Maintenance		X		
123	Parking/Shuttles		X		
124	Personal Vehicle Mileage		X		
125	Man-lift Materials and Rental		X		
126	Man-lift Erect/Dismantle		X		
127	Man-lift Operator		X		
128	Crane Rental		X		
129	Forklifts		X		
130	Freight & Transport Costs (inc. manpower, Overseas Freight, Inland Trucking,		X		
131	Trash Chute		X		
132	Miscellaneous Hauling & Errands		X		
133	Material Handling & Distribution		X		
134	Dump Permits/Fees		X		
135	Trash Removal/Hauling		X		



ATTACHMENT H - Exhibit C

COSTS FOR GENERAL CONDITIONS WORK MATRIX

Direct Costs/GC Work Costs Matrix

Description		Construction Costs Paid by Owner		Costs Included in CM/GC Fee	Misc. Costs Paid by Owner
		Direct Reimbursement NO FEE	General Conditions Work		
EQUIPMENT & RENTALS & MAINTENANCE					
136	Material & Equipment related to Direct Cost of the Work	X			
137	Rental-Contractor Owned Equip (less than \$2000 will be purchased)	X			
138	Flatbed Truck Rental/Operation		X		
139	Flatbed Fuel/Maintenance		X		
140	Mobile Crane		X		
141	Tower Crane		X		
142	Tower Crane Foundation (including engineering and removal if applicable)		X		
143	Tower Crane Safety Inspections/Certification		X		
144	Tower Crane FAA Review and Requirements		X		
145	Tower Crane Operation Costs		X		
146	Man hoist (including engineering and patching of tie points)		X		
147	Man hoist Foundation (including engineering and removal if applicable)		X		
148	Man hoist Operation Costs		X		
149	Scaffolding		X		
150	Shoring		X		
151	Truck		X		
152	Forklift		X		
153	Generators		X		
154	Pumps		X		
155	Fuel		X		
156	Maintenance/Repairs		X		
157	Water Truck (for general site maintenance)		X		
158	Air Compressor (for general maintenance)		X		
159	Water Pumping Equipment		X		
160	Other Dewatering Equipment		X		
161	Equipment Rental- Third Party		X		
SMALL TOOLS					
162	Small Tools & Maintenance (less than \$2000 will be purchased)		X		
CLEAN UP					
163	Periodic Cleanup		X		
164	Final Cleanup		X		
165	Rubbish Service		X		
MISCELLANEOUS & OTHER					
164	Travel, Hotel, Per Diem and related Costs for District requested travel		X		
165	Travel, Hotel, Per Diem and related Costs for site based staff		X		
166	Bonuses			X	
167	Warranty			X	
168	Warranty Inspection Coordination		X		
169	Entertainment			X	
170	Company Meeting			X	
171	Company Sponsored Party			X	
172	Corrective Work not due to Contractor Fault				X
173	All Other Corrective/Non-Conforming Work			X	
174	Royalties/Licensing Fees		X		
175	Project Taxes			X	

NOTE: Anything not specifically delineated herein is considered a part of the General Conditions Work