



**MARION COUNTY**

**Request for Proposals #C25102-CMGCV-16**

**Construction Manager/General Contractor Services**

**For The**

**Juvenile Courts Expansion and Administration Remodel**

**Release Date: September 2, 2016**

**Mandatory Pre-Proposal Meeting: September 15, 2016 at 10:00 AM**

**Proposal Due Date: October 4, 2016 by 2:00 PM**

## TABLE OF CONTENTS

1. GENERAL: NATURE OF SOLICITATION; OVERVIEW & PROJECT BACKGROUND ..	3
1.1 Solicitation of Services .....	3
1.3 Background .....	3
1.4 Project Organization .....	3
1.5 Construction Budget .....	3
2. SCOPE OF WORK.....	4
2.1 Project Scope .....	4
2.5 Public Contracting Special Requirements .....	7
3. PROPOSAL PROCESS.....	8
3.1 RFP Not Offer to Contract.....	8
3.2 Mandatory Pre-Proposal Briefing and Site Tour.....	8
3.3 Proposal Submission and Award Schedule.....	9
3.4 Changes / Clarifications to the RFP.....	9
4.1 Deadline and Location for Proposal Submission .....	9
4.2 Format of Proposal .....	10
4.3 Description of Method of Providing Contractor Services.....	11
4.3.7 References .....	14
4.3.8 Fee Proposal.....	14
5. EVALUATION OF PROPOSALS.....	15
5.1 Evaluation Committee .....	15
5.2 Nonresponsive Proposals Disqualified.....	16
5.5 Compliance Review of Requirements and Documentation (Pass / Fail) .....	16
• Minimum three (3) References.....	17
5.7.1 Phase 1 - Written Proposal Evaluation Criteria and Maximum Point Values.....	17
6. COMMENCEMENT OF WORK.....	21
7.1 Deviations from the RFP .....	21
7.10 Public Disclosure of Proposals .....	23
7.11 Proposal Costs.....	23
7.13 Right to Reject Proposals and Cancel RFP .....	23
7.14 Period of Irrevocability .....	23
7.15 Obligation to Award.....	24
7.16 Amend or Withdraw Proposal .....	24
7.18 Objections or Protests .....	24
9. EXHIBITS .....	26

## **1. GENERAL: NATURE OF SOLICITATION; OVERVIEW & PROJECT BACKGROUND**

### **1.1 Solicitation of Services**

Marion County, by and through its Business Services Department, Facilities Management Program (Owner), is currently seeking qualified firms to provide construction manager/general contractor services on the Juvenile Courts Expansion and Administration Remodel, Center Street Location, near 3030 Center Street NE, Salem, OR. The purpose of this RFP is to solicit Proposals from firms with expertise in acting as a Construction Manager/General Contractor with the competence in providing, coordinating, and performing all trades necessary to complete the Project in its entirety. All firms submitting Proposals are referred to as Proposers in this document. Upon execution of award, the successful Proposer will be designated as Contractor.

### **1.2 General Information**

Located in the heart of the Mid-Willamette Valley, Marion County stretches from the Willamette River to the Cascade Mountains encompassing nearly 1,200 square miles. Most of its population of approximately 320,500 can reach the Pacific beaches in less than two hours.

Marion County has 20 cities, including Oregon's capital, Salem. It is the largest producer of agriculture among Oregon's 36 counties. Marion County's economy is also based on government and education and includes 38 of the largest state agencies, along with Willamette University, Chemeketa Community College, and Corban University.

The Marion County government organization is headed by an elected Board of Commissioners and has 15 departments. Seven departments are headed by elected officials: Assessor, Board of Commissioners, Clerk, District Attorney, Justice Courts, Sheriff, and Treasurer. The remaining eight departments are headed by appointed officials who report to the Chief Administrative Officer: Health, Community Services, Finance, Business Services, Information Technology, Juvenile, Legal Counsel, and Public Works.

### **1.3 Background**

Owner has been authorized by the Board of Commissioners to proceed with the Juvenile Courts Expansion and Administration Remodel project ("the Project").

Marion County Public Contracting Rules, Section 40-0610(4) identifies a Construction Manager/General Contractor (CM/GC) as an alternative contracting method. The Board of Commissioners authorized the alternative contracting method on July 20, 2016 as an exception for the Project.

### **1.4 Project Organization**

The Owner has retained Day CPM Services LLC to provide project management oversight and Owner's Representative services on behalf of the Owner. The Owner has retained Carlson Veit Architects PC as the prime design consultants to manage and coordinate the design of the Project and to provide Construction Administration services through construction completion.

### **1.5 Construction Budget**

Owner has an estimated construction budget of \$5.099 Million; the construction budget includes a construction contingency carried within the current budget.

## 2. SCOPE OF WORK

### 2.1 Project Scope

Juvenile Courts Expansion: This Project is construction of a 4,500 square foot expansion to the existing court and associated support spaces on the North side of the existing Juvenile Detention Facility. Space areas will consist of Supervisor Office, Court Coordinator Office, Clerks in Open Office Space, File Storage, Judge's chamber, Judge's toilet, Court Room, Meeting Rooms, Meeting Rooms for Attorney, Holding Area, and a Deputy Office.

Construction Value = \$1,274,000.

Juvenile Administration Remodel: This Project is a 27,000 square foot remodel to address hazardous material abatement, HVAC system upgrade/replacement, lighting upgrades, elevator upgrade to ADA standards, lower level asphalt roofing replacement, tenant improvements, and exterior building improvements. Space areas will consist of Juvenile Management and Administration, Probation Officer's offices, District Attorney's offices, and Education Instruction.

Construction Value = \$3,825,000.

As the design progresses and into construction, the following goals will continue to guide decision making:

- The renovated facility will have updated utilities including HVAC, domestic water, lighting, and building power.
- The renovated facility will include removal of existing hazardous material currently in the building.
- The renovated space will be durable and economical to construct, operate, and maintain.
- The facility will provide an appropriate working environment for its occupants and clientele.
- The facility will provide improved safety and working conditions.
- The facility will have an expected useful life of fifty (50) or more years.

### 2.2 CM/GC Service Phases

The services requested of the CM/GC shall be provided in two phases:

- 1 Preconstruction Services: Consultation with Marion County and its design and project management team during the planning and design of the project.
- 2 Construction Services: Management and completion of the construction work within the negotiated, and accepted, GMP (guaranteed maximum price) and project schedule.

### 2.3 Construction Management Services

Marion County seeks a CM/GC who can best provide CM/CG services, including but not limited to achieving the below:

- 2.3.1 Providing Marion County and its Architect / Engineer with unique expertise and experience that will assist in selecting the most economical and timely construction solutions. The CM/GC shall be responsible for providing necessary consulting expertise to the Owner to ensure that the program scope is maximized and the construction budget and the Project schedule are met.

- 2.3.2 Ensuring that existing operations of the Marion County Juvenile Courts are maintained throughout construction with minimal disruption to ongoing operations of adjacent facilities.
- 2.3.3 Implementing procedures to aggressively manage the construction costs, schedule, phasing requirements, and minimize hazards related to the development of the site in and around existing facilities.
- 2.3.4 Developing project procedures to manage the high risks and critical need for effective partnering and collaborative decision-making processes to ensure that jobsite safety is not compromised and that impacts on subcontractors are minimized, while performing significant work around existing facilities.
- 2.3.5 Providing contractor expertise to develop means and methods strategies of work-around site; logistics solutions to constructing the facility remodel while maintaining other adjacent ongoing operations. Construction work will need to be carefully staged and coordinated to ensure safety of the public, County staff, and project personnel at all times.
- 2.3.6 Developing the Project within its budget limitations and identifying cost-effective solutions through constructability reviews, value engineering and collaboration with stakeholders to meet budget constraints.
- 2.3.7 Providing a full description of items that make up the proposed GMP. A complete copy of the GMP estimates in a format approved by Owner, including all details, must be provided to the Owner. The CM/GC will cooperate with other Owner designated Consultants, and advise, assist, and provide recommendations to the Owner and Architect / Engineer on all aspects of the planning, design and construction of the work.
- 2.3.8 Provide timely and accurate information and estimates. Advise owner regarding appropriate construction materials, methods, systems, phasing, and costs to assist in determinations which will provide the highest quality building within the budget and schedule.
- 2.3.9 Work with the Owner and Owner's Representative in identifying critical elements of the Work that may require special procurement processes, such as prequalification of bidders or qualifications-based selection.
- 2.3.10 Actively participate in formal Value Engineering studies anticipated to be held at the Design Development and Construction Document phases. Actively participate in ongoing value engineering and constructability reviews to ensure the project budget and design standards are maintained.
- 2.3.11 Review in-progress design documents and provide timely input and advice on construction feasibility, and alternative materials, and availability. Provide formal and informal Constructability Reviews (CR) of the Contract Documents as part of the design development QA/QC process. Provide final CR review of 90% CD design documents and suggest modifications to improve completeness of the documents prior to establishing the final GMP.

- 2.3.12 Provide input to the Owner, Owner's Representative, and the Architect / Engineer regarding current construction market bidding climate, status of key subcontract markets, and other local economic and weather related conditions. Recommend division of work to facilitate bidding and award of trade contracts, considering such factors as bidding climate, weather, improving or accelerating construction completion milestones, minimizing trade jurisdictional disputes, and related issues.
- 2.3.13 Continuously monitor and provide weekly updates to the Project schedule and recommend adjustments in the design documents of construction bid packaging to ensure completion of the Project in the most expeditious manner possible.
- 2.3.14 Prepare construction cost estimates for the Project at appropriate times throughout the design phases of the work. Notify the Owner, Owner's Representative, and Architect / Engineer immediately if their construction cost estimates appear to be exceeding the construction budget or the GMP.
- 2.3.15 Work with the Owner, Owner's Representative, and Architect / Engineer to maximize energy efficiency in the Project. Provide estimating and value engineering support to the Owner's analysis and application for energy related incentive programs offered by local utilities or other outside agency.
- 2.3.16 Furnish a Guaranteed Maximum Price (GMP) in accordance with the CM/GC Agreement for the Owner's review and potential approval. It is also possible that a partial Early Work Amendment will be authorized to cover construction work in advance of the GMP.
- 2.3.17 By listing individuals in the Proposal, the firm affirms that these individuals will be available to work on the Project at the approximate percentages shown in the Proposal. The Owner reserves the right to approve or reject any changes to the proposed personnel. Owner further reserves the right to request a substitution of personnel if deemed to be in the best interest of the Owner.

During preconstruction, the CM/GC shall actively participate as a member of the Project team. The CM/GC will work collaboratively and proactively with the Owner, Owner's Representative, and Architect/Engineer to proceed with planning, design and development of the work in a manner which supports the Owner's efforts to keep costs within the Owner's budget. The CM/GC shall provide Construction Management (CM) services throughout the Project, from the preconstruction period through construction and shall closely coordinate such work with the Owner, Owner's Representative, and the Architect.

The CM/GC's CM Services shall include, but are not limited to:

- Assistance in identifying work practices and requirements for construction.
- Assessing and recommending site logistic requirements.
- Recommending phasing, sequencing of work, and construction scheduling.
- Providing cost estimating including GMP development and subcontractor procurement.
- Determining and reconciling constructability issues and performing formal constructability analysis reviews of the design documents prior to subcontractor bidding.

- Assessing alternative construction options for cost savings.
- Identifying products for Value Engineering (VE) and engineering systems based on life cycle cost, design considerations and recommending all work necessary to support their implementation.
- Participating in Owner's Design Development, Detailed Design, and Construction Document Phases and coordination review.
- Critical path scheduling and site logistics planning.
- Permit procurement assistance and agency coordination.

## **2.4 Construction Services**

The CM/GC shall provide full General Contracting (GC) services for construction of the Project in accordance with the requirements of the Contract Documents.

The CM/GC firm must be skilled in all aspects typical to a general contractor and construction manager, including, but not limited to developing Critical Path Method (CPM) schedules, preparing construction estimates, performing value engineering and life-cycle cost studies, analyzing alternative designs, studying labor conditions, understanding construction methods and techniques, understanding local climate conditions and requirements for weather protection during construction, performing constructability reviews, sequencing of work, and coordinating and communicating the activities of the team throughout the design and construction phases to all members of the Project delivery 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

The CM/GC firm will coordinate and manage the construction process as a collaborative member of a team with the Owner, Owner's Representative, Architect, and other Project consultants and governmental agencies, including hazardous material survey and removal process. The CM/GC must also be familiar with sustainable construction techniques and employ those techniques and processes throughout the term of the Project.

During the Construction Phase Services, the CM/GC services shall include but are not limited to:

- 2.4.1 Provide and pay for all materials, tools, equipment, labor, and professional and non-professional services.
- 2.4.2 Refine the construction schedule, phasing and site logistics.
- 2.4.3 Advance materials procurement.
- 2.4.4 Advance construction (if approved via an Early Work Amendment)
- 2.4.5 Develop subcontractor bidding packages.
- 2.4.6 Quality control of the work in progress.
- 2.4.7 Ongoing management of the construction budget and monthly, or as requested by Owner, reporting of budget and work in progress status.
- 2.4.8 Overall construction management.
- 2.4.9 Perform all other acts and supply all other things necessary to fully and properly perform and complete the Work, as required by the Contract Documents.

## **2.5 Public Contracting Special Requirements**

In order to implement the CM/GC method of construction with a GMP, the CM/GC shall comply with all applicable sections of ORS Chapter 279C, as well as the contracting requirements outlined below and to

ensure an adequate level of competition. Proposers shall note the following requirements concerning management of this GMP Project:

- 2.5.1 A full description of items that make up the proposed GMP is required from the CM/GC. A complete copy of the GMP estimates in a format approved by Owner, including all details, must be provided to the Owner. The CM/GC will cooperate with other Owner-designated cost estimators to reconcile GMP estimates to Owner-approved limits.
- 2.5.2 The Contract awarded through this process will require the CM/GC to use an open competitive selection process for subcontracted components of the Project. The processes used to award subcontracts by the CM/GC will be monitored by the Owner and Owner's Representative. The CM/GC shall solicit bids or quotes from subcontractors unless otherwise authorized by the Owner in writing. Owner will review all bids at its discretion, and reserves the right of prior written approval of any bids when fewer than three (3) bids are received in response to any solicitation. If the CM/GC intends to self-perform a scope(s) of work, the CM/GC shall notify the Owner in writing of this intent, post separate public advertisements identifying the specific scope of work being pursued by the CM/GC and the date/time/location of when their and other subcontractor bids will be due, solicit competitive bids from other subcontractors for the same scope of work intended to be self-performed, and the CM/GC will be held to no additional mark-up of fee beyond the contracted fee percentage for cost of the work.
- 2.5.3 For this Project, the provisions of ORS 279C.800 to 279C.870, relative to prevailing wage rates, will apply. The CM/GC and all subcontractors shall comply with BOLI requirements. The actual prevailing wage rates applicable to this Project will be identified at the time the initial set of construction specifications are made available and are incorporated into the first Early Work Amendment, or, if no Early Work Amendment occurs, then at the time of the GMP Amendment. Those rates will then apply throughout the Project.

### **3. PROPOSAL PROCESS**

#### **3.1 RFP Not Offer to Contract**

This RFP provides instructions for the preparation of a Proposal that will address all RFP requirements. This RFP is not an offer to contract. Only the execution of a written contract will obligate the Owner, in accordance with the terms contained in the contract.

#### **3.2 Mandatory Pre-Proposal Briefing and Site Tour**

A **mandatory pre-proposal** briefing and site tour will be conducted on the date and time stated in Section 3.3, Proposal Submission and Award Schedule, below, at the Juvenile Building site located at 3030 Center Street NE, Salem, Oregon. The meeting will allow proposers the opportunity to view the construction sites and gain a better understanding of the work and the unique aspects of the Project. **Proposers are required to attend. Proposals received from firms who are not in attendance at the mandatory pre-proposal briefing will be considered non-responsive and will not be evaluated for contract award.**

### 3.3 Proposal Submission and Award Schedule

September 1, 2016	RFP Release
September 15, 2016, 10:00 AM	Mandatory Pre-Proposal Meeting and Site Tour
September 19, 2016, 5:00 PM	Deadline for Proposer Questions
September 26, 2016	Final RFP Addenda issuance
October 4, 2016, 2:00 PM	Proposals Due Date and Time
October 17, 2016	Competitive Range Proposers Identified and Notified of Interviews (if necessary)
October 25, 2016	Interviews with Competitive Range Proposers (if necessary)
November 9, 2016	Marion County Board of Commissioners Approval

[Dates after Proposals Due Date and Time are estimated and subject to change; all times stated are local, Pacific Time.]

### 3.4 Changes / Clarifications to the RFP

Owner reserves the right to make changes to the RFP not later than seven (7) calendar days prior to the Proposals Due Date and Time in in Section 3.3, Proposal Submission and Award Schedule subsection above. Changes will be made only by written addendum which will be available to all prospective Proposers via the ORPIN website.

Prospective Proposers may request or suggest any change to the RFP by submitting a written request by mail, email, or hand delivery. Faxes will not be accepted. The request shall specify the provision of the RFP in question and contain an explanation for the requested change. The request must be submitted prior to the Deadline for Proposer Questions stated in Section 3.3, Proposal Submission and Award Schedule subsection above.

All written requests are to be sent to:

- Jacob Clotfelter  
Finance Department  
PO Box 14500  
Salem, OR 97309  
Phone: (503)588-5047  
Email: [jclotfelter@co.marion.or.us](mailto:jclotfelter@co.marion.or.us)

The evaluation team will evaluate all requests submitted but will not be obligated to accept the requested change or clarification.

## 4. SUBMISSION OF PROPOSALS

### 4.1 Deadline and Location for Proposal Submission

The Proposal must be delivered to the following addressee **not later than 2:00 PM, on the date stated as the Proposals Due Date, in Section 3.3, Proposal Process, Submission and Award Schedule subsection.**

Marion County Finance Department  
Attn: Jacob Clotfelter  
555 Court Street NE, Suite #4247

Salem, OR 97301

#### **4.2 Format of Proposal**

Each proposer's submission in response to this RFP must:

1. Be prepared simply, economically and environmentally friendly, providing a straightforward format. Concise and direct responses are encouraged.
2. Be prepared by typewriter, computer, or in ink and shall be signed in ink by an authorized representative of the Company. Any alterations or erasures shall be initialed in ink by the person signing the RFP.
3. The Offeror Representations and Certifications form is included as Attachment A. It shall be completed, executed and included as the first page of the Proposal. This will not count in the page limit referenced below.
4. Include one (1) copy marked as original (signed in ink) signed by a representative of the Proposer who is authorized to bind the Proposer in contractual matters, six (6) copies and one (1) PDF copy on a USB flash drive shall be submitted in a sealed envelope/package.
5. Be submitted in a sealed envelope that is plainly marked "RFP for JUVENILE COURTS EXPANSION AND ADMINISTRATION REMODEL" and bears the proposer's name, address, telephone number, and email address.
6. However, except as provided otherwise below, a Proposal shall be on 8 ½" x 11" paper, in a font size no smaller than eleven (11) points and shall not exceed thirty (30) single-sided pages or fifteen (15) double-sided pages, including pictures or diagrams. Resumes required of Proposed Personnel, required Proposal response forms, Proposal covers, and section dividers are excluded from the page limit. If a proposer exceeds the page limit, the Owner will consider the information on the first thirty (30) pages, and will decline to consider information beyond the 30<sup>th</sup> page.
7. Proposals that are received after the closing time will not be accepted for any reason. Delivery to an office other than the office identified above is not acceptable. If mailing a Proposal, Proposer will ensure to allow enough time for the response to be received prior to the date and time of closing; postmarks will not be considered. Facsimiles and electronic submissions will not be accepted. It is the Proposer's responsibility to ensure its Proposal is received by the Owner in sufficient time.
8. Submissions for the Project must clearly respond to the elements listed below. The Owner reserves the right to request additional information from Proposers, in writing and/or in a meeting, pertaining to statements made within Proposer's Proposal that Owner feels is necessary for clarification purposes. Owner shall have the right to disqualify a Proposer's Proposal as a result of the information gathered in its research.
9. The Owner reserves the right to accept one or more Proposals, accept only portions of Proposals, or reject all Proposals at its option.

### 4.3 Description of Method of Providing Contractor Services

Proposals shall contain the following information, provided in the order listed below. Proposers are encouraged to use creativity and to provide complete information in their written Proposals.

#### 4.3.1 Management of the Work

In detail, describe the overall plan to manage the project, including the following as a minimum:

1. Describe your proposed **Preconstruction Services Plan** that defines each preconstruction service you intend to provide, including but not limited to:
  - a. Assistance in identifying safe work practices and requirements for construction;
  - b. Assessing and recommending site logistics requirements;
  - c. Recommending phasing, sequencing of work and construction scheduling;
  - d. Providing cost-estimating including identified interim design estimates, GMP development and subcontractor procurement
  - e. Determining and reconciling constructability issues and performing formal constructability analysis reviews of the design documents prior to subcontract bidding;
  - f. Assessing alternative construction options for cost savings;
  - g. Identifying products for Value Engineering (VE) and engineering systems for life cycle cost, design considerations and recommending all work necessary to support their implementation and;
  - h. Participating in Owner's construction document phases and coordination reviews;
  - i. Critical path scheduling and site logistics planning;
  - j. Permit procurement assistance and agency coordination.
2. Identify the person(s) responsible for each service, a description of the deliverable(s) that will be provided to the Owner and Architect / Engineer upon completion of each service and the action you intend to take or intend for the Architect / Engineer to take based on the information contained in each deliverable.
3. Briefly identify three (3) or more examples of projects that demonstrate the range of Preconstruction Services your firm has provided on previous public or private sector CM/GC projects or private sector projects with a guaranteed maximum price (GMP).
4. To clearly show an understanding of the scope and complexity of the work, identify key issues and/or potential constraints and risks anticipated for the project, including areas of design, construction, and management. Describe the plan for addressing these issues and maintaining the progress of the work.
5. Describe the work sequencing and phasing process that will be employed to ensure that existing adjacent operations are maintained throughout construction operations. With the understanding that a team effort by the Owner, Owner's Representative, the Architect / Engineer, and the selected proposer will be required to develop an approach to the design and construction sequencing and phasing; include a discussion of the process employed by your firm to develop sequencing, phasing and a site logistics plans, that minimize disruptions to existing adjacent facilities and existing wetlands.
6. Describe your firm's approach toward managing fast track projects with critical timelines which have completion dates that cannot be moved.

7. Describe the plan to establish and maintain good relationships and foster open and productive communications with the Owner, Owner's Representative, the Architect / Engineer, and the public, including communication of current and upcoming construction activities.

#### 4.3.2 Proposed Personnel and Organization

1. Provide a Project organization chart showing the proposed key persons for this Project in the following areas (at a minimum):

- a. Company executive with responsibility for the Project and the authority to bind the company
- b. Project management
- c. Construction management and supervision
- d. Estimating
- e. Safety
- f. Quality Assurance / Quality Control

2. Describe the duties and responsibilities for all key persons, including but not limited to Project Manager, Assistant Project Manager, Project Engineer and Job Superintendent.

3. Indicate the approximate percentage of that each person shown on the organization chart is anticipated to be working on the Project and their primary work location during the construction phase of the work.

4. Include resumes for all key individuals shown on the chart. Resumes shall include education, work history, length of tenure with the proposing company, and specific Project experience in the role proposed for this Project. Each project experience example shall include the title, description, construction cost, dates and durations for the project and the name, company name, position title, and telephone number for the client representative that was responsible for the project.

5. Provide an organizational chart of the company. Include all wholly-owned subsidiary companies and define their relationship in providing personnel or equipment for the Project.

6. Display the amount of experience the proposed construction team has working together on past projects over the last 5 years.

#### 4.3.3 Understanding of the Work

In detail, describe the overall plan to manage the Project, including the following as a minimum:

1. Identify each person's roles and responsibilities for this Project and a description of the documentation and deliverables each individual will be providing to the Owner and the architect.

2. Identify three (3) or more examples of projects completed over the past ten (10) years that demonstrate the range of construction services your firm has provided on previous public or private sector projects that are similar in nature to this Project.

3. Clearly show an understanding of the scope and complexity of the work, identify key issues and/or potential constraints and risks anticipated for the Project, including areas of design, construction, and management. Describe the plan for addressing these issues and maintaining the progress of the

work.

4. Describe the work sequencing process that will be employed to ensure that existing adjacent operations are maintained throughout construction operations. Include a discussion of the process employed by your firm to develop Project sequencing, phasing and site logistics plans that minimize disruptions to existing adjacent facilities, Owner staff, and the general public. Provide a site staging plan identifying proposed location for the construction trailers, construction personnel parking, material staging, etc.
6. Describe your firm's approach toward managing fast track projects with critical timelines which have completion dates that cannot be extended.
7. Describe the plan to establish and maintain good relationships and foster open and productive communications with the Owner, Owner's Representative, and Architect on-site staff working in and around adjacent buildings, and the public, including communication of current and upcoming construction activities.
8. Discuss opportunities and challenges that you see to complete the Project in as efficient a manner as possible. Describe how the opportunities will benefit the Owner and describe how the foreseeable challenges will be addressed by your firm.

#### 4.3.4 Cost Management

1. Describe how your firm will approach cost estimating and value engineering.
2. Describe your firm's plan for managing and tracking the cost of the work. Include descriptions of cost tracking tools and summary reports.
3. Describe your firm's approach for establishing and maintaining a contingency fund to ensure that the Project budget is not exceeded.
4. Describe the proposed method of documenting the line item components of the Guaranteed Maximum Price (GMP) and the method of determining whether project changes are inside or outside the scope of the GMP.
5. Describe past performance on other similar projects within the past ten (10) years. For each project, list the project name, client name, completion date, contract format, dollar amount and source of change orders, and client contact person including phone number and email address.

#### 4.3.5 Schedule, Quality Control, and Safety

1. Describe your firm's approach to managing the construction schedule. Include a description of the elements of this Project that are likely to put the schedule at risk and how they would be proactively managed. Include descriptions of schedule tracking tools and summary reports.
2. Provide a detailed Project construction schedule identifying the activities, durations, start dates, end dates, float, and the critical path for the Project.

3. Describe expectations for labor and materials availability on this Project. Describe how anticipated challenges with availability of labor or materials could be mitigated. Explain the plan to generate sufficient subcontractor and/or material supplier competition in the bidding to maximize subcontractor participation and minimize Project costs.

4. Describe your firm's quality control plan and how it will be implemented.

5. Describe your firm's general safety program, including training, hazard identification, and audit/inspection. Include specific information on subcontractor and employee accountability for safety, formal disciplinary program, and Company EMR (Experience Modification Rating) safety record for the last three years.

#### 4.3.6 Procurement Strategies

1. Describe in detail your firm's subcontractor and supplier procurement/selection process.

2. Describe in detail your firm's strategies and experience in developing supplier and subcontractor interest in the project consistent with applicable legal requirements.

3. Describe in detail your firm's experience and expertise in analyzing the current construction market and bidding climate and identify strategies that will facilitate effective procurement and timely construction completion.

#### 4.3.7 References

Proposer must provide five (5) references that can rate the Proposer's performance on CM/GC projects in the last ten (10) years. References must include the company name, client name, title, contact information (phone and email), brief description of project, project value, and percentage of change orders and their source.

References must be able to rate Proposer's performance, in these categories:

1. Timeline & budget (including number of change orders, total cost outcome)
2. Experience of firm (including quality of work, functionality and outcome of project, follow-through on warranty(s))
3. Communication throughout project

Owner reserves the right to request references in addition to those provided by the Proposer, to investigate any references whether or not furnished by the Proposer, and to investigate the past performance of any Proposer. Owner may investigate the qualifications of a Proposer, including but not limited to: successful performance of similar services; compliance with specifications and contractual obligations; its completion or delivery of services on schedule; and its lawful payment of suppliers, subcontractors, and workers. Owner may postpone the award or execution of the Contract after the announcement of the apparent successful Proposer in order to complete its investigation.

#### 4.3.8 Fee Proposal

Present a proposed fee for providing the CM/GC services in three parts:

### Bonds and Insurance Fee

Submit a reimbursable maximum not to exceed fee for bonds and insurance for this Project. This fee must reflect the amounts necessary to secure the required levels of bonding and insurance. This fee will be paid on a cost reimbursement basis and must be submitted as maximum not-to-exceed number.

### Construction Phase General Conditions Staffing Fee

Submit a monthly cost reimbursable maximum not-to-exceed fee for the portion of the Costs of General Conditions Work (GC Work) associated with staffing the site during the Construction Phase of this Project. This fee must cover all line items shown in Appendix C. GC Work means that portion of the Work required to support construction operations that is not included within overhead or general expense but is called out as GC Work as identified in the contract, and any other specific categories of Work approved in writing by the Owner as forming a part of the GC Work. See the attached Appendix A - CM/GC Contract for details.

### CM/GC Fee

Provide your firm's CM/GC Fee as a percentage of the Estimated Cost of the Work for this Project. This fee, to be determined based on this percentage, must cover, at a minimum, the Construction Management elements and Costs Excluded from Cost of the Work, as specified in the CM/GC Contract. Items identified in the contract as applicable to the CM/GC Fee will not be reimbursed as GC Work.

## **5. EVALUATION OF PROPOSALS**

### **5.1 Evaluation Committee**

It is anticipated that the Owner will select a firm and award a Public Improvement Agreement. The selection will be made on the Proposals submitted and the evaluation criteria included below. However, the Owner reserves the right to contact Proposers to obtain information for clarification purposes during the evaluation phase.

Proposals will be evaluated by an evaluation committee comprised of Marion County representatives, Owner representative, members of the architectural / engineering firm and technically-oriented members-at-large. Each of the criteria listed below will be reviewed by the evaluation committee for the purpose of ranking Proposals, based on how fully each Proposal meets the requirements of the RFP. The evaluation committee has sole judgement during the evaluation process in determining the ranking of Proposals.

The Owner reserves the right to share the Proposal with any third party of the Owner's choosing, in order to secure expert opinion. (The third party will be obligated to retain information in confidence to the same degree as the Evaluation Committee members.)

The Owner also reserves the right to include additional steps deemed necessary in the evaluation process to select the highest Proposer. The Owner may utilize a two phase evaluation process as described below.

The Owner will evaluate and score each Proposal on the criteria listed below for the purpose of ranking Proposals. After scoring is completed for Phase 1, the Owner may identify a competitive range of up to three (3) highest ranking Proposers to move into Phase 2. The Owner may increase the number of Proposers in Phase 2 if the Owner's evaluation of Proposals establishes a natural break in the Proposal scores indicating that more than three (3) Proposers are closely competitive or have a reasonable chance of being determined the most advantageous Proposer. The Owner may decrease the number of Proposers in the initial Phase 2 if the excluded Proposers have not reasonable chance of being selected as the most advantageous Proposer. The Owner shall provide written notice to all Proposers identifying Proposers in Phase 2.

If Phase 2 is utilized, the Proposers will be invited to participate in the oral presentation and interview process. Proposers not making Phase 2 will have a seven (7) calendar day period to protest the selection of Phase 2. Protest procedures are further defined in Section 7.19 Objections or Protests. The final oral presentation, interview agenda, format, and selection process will be provided to each Proposer selected for Phase 2 at the time the interviews is scheduled. The scores from Phase 1 and Phase 2 will be combined to determine the highest ranking Proposer and if deemed to be most advantageous, will be named as the apparent successful Proposer.

All firms participating in the process will be notified of the results set forth in Section 3.3 Proposal Submission and Award Schedule.

#### **5.2 Nonresponsive Proposals Disqualified**

Proposals that do not meet minimum RFP requirements and omission is not a "minor informality" waived by the Owner will be classified as "nonresponsive." Owner will disqualify all nonresponsive Proposals from further evaluation. Responsive Proposals will be evaluated on the basis of the criteria within this RFP.

#### **5.3 Evaluation Criteria and Scoring**

The Owner reserves the right to include additional steps deemed necessary in the evaluation process to select the highest ranked Proposer or award after Phase I evaluation if it is in the public's interest to do so.

Each submission will be evaluated on how well each Proposal meets the qualification requirements as set forth in the criteria listed in Section 5.7 below. The importance of each item is expressed as points awarded and will be combined to make up the total score.

#### **5.4 Proposal Submission Requirements / Evaluation Criteria**

Scoring will be based on firm's response to the requirements/questions described below. The Proposer must describe how Proposer meets the requirements that are specified in this RFP. For each item, restate each question and use the same numbering sequence below and then provide your response. Proposers must use the format prescribed and/or form supplied in this RFP when responding to Proposal Questions. Be clear and concise.

#### **5.5 Compliance Review of Requirements and Documentation (Pass / Fail)**

In order to be considered as responsive, each Proposal will be reviewed on a pass/fail basis for compliance, in order to ensure that all requirements, documentation, signatures, mandatory submission

forms, and project references are submitted. Proposer's failure to comply with the instructions or to submit a complete Proposal may result in the Proposal being deemed non-responsive. Only those Proposals determined to responsive to the Minimum Requirements shall be considered for further evaluation.

- RFP Mandatory Submission Forms
- One (1) original Proposal signed in ink
- Five (5) copies of the Proposal
- One (1) digital copy (flash drive or CD)
- Proposal deadline met
- Acceptance of Terms and Conditions
- Minimum three (3) References
- All Proposers must be registered with the Oregon Construction Contractors Board prior to submitting Proposals. Failure to register will be sufficient cause to reject the Proposal as non-responsive.

#### **5.6 Interviews/Presentations (optional)**

The Owner reserves the right to invite Proposers to participate in an interview and/or presentation process. If the Owner determines that interview/presentation process will be utilized, the final interview/presentation agenda, format, scoring, and selection process will be provided to each Proposer selected for Phase II at the time the interview is scheduled.

#### **5.7 Evaluation Scoring**

The highest ranking Proposer will be determined by using a combination of Phase I evaluation score, interview score and final scores will be used to evaluate the interview/presentation step if utilized.

However, the Owner reserves the right to award a contract at the end of Phase I, without moving into the interview/presentation process, if it is in the public's best interest to do so. In the event interview/presentations are not necessary, the initial evaluation will determine the apparent highest ranking Proposer.

The Owner also reserves the right to include additional steps deemed necessary in the evaluation process to select the highest ranked Proposer.

##### **5.7.1 Phase 1 - Written Proposal Evaluation Criteria and Maximum Point Values**

The evaluation committee will consider information provided in the written Proposal according to the following criteria, to rank the proposers in order of suitability to meet the Owner's needs. Maximum available points for written Proposals will be 200 points. The maximum points available for each evaluation criteria are listed in parentheses after the criteria.

The evaluation committee may request addition clarification from a proposer on any portion of a Proposal. Proposer may not submit new information or documentation and a proposer may not use a clarification to rehabilitate a non-responsive Proposal. Proposer's point of contact must be available during the evaluation period to respond to requests for additional clarification. Proposers shall submit written signed clarification(s) within 24 hours, Monday through Friday, after receiving Owner's request. A proposer's failure to provide clarification may result in a lower score for the

## Proposal.

The evaluation committee will add together the points that each committee member assigns and divide the total points by the total number of evaluation committee members to compute average score for the evaluation questions.

1. Management of the Work (25 Points)
  - a. Has the proposer described their proposed Preconstruction Services Plan?
  - b. Did the proposer identify the persons responsible for each service and identify the deliverable that will be provided?
  - c. Did the proposer provide at least three (3) projects demonstrating their range of preconstruction services?
  - d. Did the proposer clearly show an understanding of the scope and complexity of the work?
  - e. Did the proposer describe the work sequence and phasing process?
  - f. Did the proposer describe their firms approach toward managing fast track projects?
  - g. Did the proposer describe their plan to establish and maintain good relationships and open communications with the entire team?
  
2. Proposed Personnel and Organization (30 points maximum)
  - a. Has the Proposer provided the organization chart showing proposed staffing?
  - b. Has the Proposer provided descriptions / responsibilities for all key persons?
  - c. Did the Proposer provide approximate percentage of time on the Project for key persons?
  - d. Did the Proposer provide resumes with the required information?
  - e. Did the Proposer provide a company organization chart?
  - f. Did the Proposer provide experience of the proposed team working together on recent past projects?
  
- 3 Understanding of the Work (40 points maximum)
  - a. Of the proposed staffing, had the Proposer provided the roles/responsibilities of each individual and the deliverables they will be responsible for?
  - b. Did Proposer provide minimum of 3 project examples of completed work over the past ten (10) years similar in nature to the Juvenile Courts Expansion and Administration Remodel?
  - c. Did the Proposer demonstrate understanding of the scope and complexity of the work; including key issues, possible constraints, and risks that may impact the Project?
  - d. Did the Proposer demonstrate understanding of the work sequence of the Project and the process to be sure to minimize disruptions to existing adjacent facilities?
  - e. Did the Proposer demonstrate their expertise with managing fast track projects with critical timelines that must be met?
  - f. Did the proposer demonstrate understanding of team relationships with owner, architect, Owner, and the public?
  - g. Did the Proposer demonstrate understanding of the opportunities and challenges of the Project?
  
4. Cost management (20 points maximum)
  - a. Did the Proposer describe their approach to cost estimating and value engineering?
  - b. Did the Proposer provide adequate information regarding their methods to track and report

- Project costs?
- c. Did the Proposer demonstrate their experience working with a construction contingency?
  - d. Did the proposer describe their method of documenting the GMP and the method for determining whether project changes are inside or outside the scope of the GMP?
  - e. Did the Proposer provide past project experience on similar projects within the last 10 years?
5. Schedule, quality control and safety (25 points maximum)
    - a. Did the Proposer demonstrate understanding of schedule management and possible schedule risk for this Project?
    - b. Did the Proposer provide a detailed construction schedule with an identified critical path?
    - c. Did the Proposer demonstrate knowledge of the current labor and material markets and provide a plan on how to maximize subcontractor/supplier participation?
    - d. Did the Proposer provide adequate information to understand their QA/QC plan?
    - e. Did the Proposer provide adequate information to understand their safety program and current EMR status?
  4. Procurement Strategies (10 points maximum)
    - a. Did the Proposer demonstrate their plan for subcontractor/supplier procurement process?
    - b. Did the Proposer provide adequate information regarding their strategies and experience in developing supplier and subcontractor interest in the project consistent with applicable legal requirements?
    - c. Did the proposer detail their experience and expertise in analyzing the current construction market and bidding climate and identify strategies that will facilitate effective procurement and timely construction completion?
  5. References (10 points)
    - a. Owner may attempt to contact two (2) sources for each reference given. The Evaluation Committee may make up to three (3) attempts to contact each of the reference sources, which will be made during normal business hours. If the three (3) attempts are unsuccessful, the proposer may receive zero (0) points for that reference source.
  6. Fee Proposal (40 points):
    - a. Preconstruction Services (Maximum of 10 points)
    - b. Construction Phase General Conditions Staffing Fee (Maximum of 15 points)
    - c. CM/GC Percentage Fee (Maximum of 15 points)

## 5.8 Fee Proposal

### Bonds and Insurance Scoring Methodology

The bonds and insurance fee shall be scored based upon a deviation from the median cost proposed by the field of proposers. In the event only two (2) proposals are received, scoring will not be conducted via deviation from the median but rather on traditional scoring where low fee receives highest points and second lowest fee receives a derivative of it.

Philosophy: The Project requires your firm to carry certain levels of insurance and provide bonds to

protect the Owner in the event of accident or nonperformance, for the duration of time described in the RFP. It is Owner's philosophy that the bond and insurance fees should be an accurate reflection of the associated costs. This scoring methodology will reward the firm that hits the sweet spot in the middle of the group of responsive proposers.

Example Outcome with 5 Proposers:

Proposed Costs for Pre-Construction Services: \$45,000; \$50,000; \$60,000; \$62,000; \$77,000.

Median Cost: \$60,000

Point Distribution: 10 point total available

\$45,000 – 7.6 points

\$50,000 – 8.4 points

\$60,000 – 10 points

\$62,000 – 9.6 points

\$77,000 – 7.2 points

General Conditions Staffing Scoring Methodology;

The General Conditions fee shall be scored based upon a deviation from the median cost proposed by the field of proposers. In the event only two (2) proposals are received, scoring will not be conducted via deviation from the median but rather on traditional scoring where low fee receives highest points and second lowest fee receives a derivative of it.

Philosophy: The Project requires your firm to perform a given required amount of work as described in the Sample Contract, for the monthly time duration described in the RFP. It is our philosophy that the General Conditions fee should be an accurate reflection of the effort required to perform those services. This scoring methodology will reward the firm that hits the sweet spot in the middle of the group of responsive proposers.

Example Outcome with 5 Proposers:

Proposed Costs for General Conditions: \$35,000; \$37,000; \$40,000; \$41,000; \$72,000.

Median Cost: \$40,000

Point Distribution: 10 points total available

\$55,000 – 8.8 points

\$37,000 – 9.3 points

\$40,000 – 10 points

\$41,000 – 9.8 points

\$72,000 – 2 points

### CM/GC Fee Scoring Methodology:

The firm with the most competitive fee will be awarded the maximum number of points available. Other proposers will receive a score that is calculated by dividing the most competitive fee by their fee and multiplying the result by the total score available. In the event only two (2) proposals are received, scoring will not be conducted via median but rather on a traditional scoring where low fee receives highest points and second lowest fee receives a derivative of it.

Scoring Example;

Most Competitive Fee (2.25% for example) will score 15 points. Other fees proposed and resulting scores:

Proposed Fee:

2.45% 13.8 points

2.50% 13.5 points

2.6% 13 points

3.0% 11.3

### **5.9 Phase 2 – Interviews (150 points maximum – If Necessary)**

Proposers progressing to Round 2 will be invited to participate in Proposer interviews. Interviews may be in person at a location determined by the Owner; however, the Owner may elect to conduct interviews via teleconference or video conference. Further details will be included with the Notice of Competitive Range.

## **6. COMMENCEMENT OF WORK**

The successful proposer may commence work only after a notice to proceed has been issued by Owner to begin the work (“Notice to Proceed”).

## **7. General RFP Conditions**

### **7.1 Deviations from the RFP**

Identify specifically where and how the Proposal deviates from the requirements of this RFP.

### **7.2 Addenda**

In the event that it becomes necessary to revise any part of this RFP, it will only be done by written addendum. The Owner will not issue addenda less than 72 hours prior to closing unless the addendum also extends the closing date.

The RFP, including all Addenda and Attachments, shall be posted on the Oregon Procurement Information Network System (ORPIN). Owner is not required to mail the RFP, its Addenda, or Attachments. Notification of any substantive clarifications provided in response to any questions will be provided and published at the ORPIN website below. For complete RFP documentation, please go to the ORPIN website: <http://orpin.oregon.gov/open.dll/welcom> and view Marion County Opportunity number C25102-CMGCJV-16.

### **7.3 Acceptance of Proposal Content**

The contents of the Proposal of the successful Proposer will become contractual obligations if acceptance action ensues. Failure of the successful Proposer to accept these obligations may result in cancellation of the award. Only those Proposers, who submit complete information, as required by this RFP, will have their Proposals considered for evaluation.

### **7.4 Conditions of the Work**

Each Proposer must inform themselves of the conditions relating to the execution of the work, and it is assumed that they will inspect and make themselves thoroughly familiar with all the RFP documents. Failure to do so will not relieve the successful Proposer of their obligations to enter into a contract and complete the contemplated work in strict accordance with the RFP documents.

### **7.5 Disclaimer of Responsibility**

Memoranda, reports, and other information available to the Owner regarding the work to be done will be made available to prospective Proposers. Data contained in such reports or information is for general information of Proposers only.

Sole and exclusive responsibility for interpretation of such information is on the Proposer, and such reports, logs, memoranda, and other information neither shall be construed as a complete statement of conditions, nor as a warranty, expressed or implied, as to the accuracy which may actually be encountered in prosecution of the work.

Owner will not be responsible for oral interpretations. Should a Proposer find discrepancies in, or omissions from, the Drawings, Specifications, or other bid documents, or be in doubt as to their meaning, they shall notify the Owner at least four (4) business days prior to the RFP closing date. Any and all such interpretations will be made only in the form of written addenda to the Specifications.

### **7.6 Execution of the Proposal**

If the Proposal is made by a partnership, it shall be executed in the name of the partnership followed by the signature of an authorized partner.

If the Proposal is made by a corporation, it shall be executed in the name of the corporation followed by the signature of the officer authorized to sign for the corporation and the printed or typewritten designation of the office that the officer holds in the corporation.

If the Proposal is made by a joint venture, it shall be executed by each participant of the joint venture.

The address of the Proposer shall be typed or printed on the Proposal.

### **7.7 Formal Proposals**

Proposals, which are incomplete, conditioned in any way, or which contain erasures, alterations, or irregularities of any kind may be rejected if in the best interest of Marion County.

### **7.8 Form of Contract**

A sample Public Improvement Agreement is attached to this RFP document as Exhibit A. If a contract is awarded, it is anticipated that contract will closely resemble this document including "supporting

documents". The "supporting documents" will included, but are not limited to the RFP document, the Proposer's written Proposal, any required certificates, and all other documents incorporated by reference herein.

#### **7.9 Bond and Insurance Requirements**

The apparent successful Proposer shall provide all required bonds and proofs of insurance to Owner within seven (7) calendar days of the Intent to Award Notice. Failure to present the required documents within the seven (7) calendar-day period may result in proposal rejection. Proposers are encouraged to consult their insurance agent(s) about the insurance requirements contained in the RFP prior to proposal submission. The award may then be made to the next highest ranking responsible Proposer, or all Proposals may be rejected.

#### **7.10 Public Disclosure of Proposals**

All Proposals are public record and are subject to public inspection after the Owner issues the Notice of the Intent to Award. If a Proposer believes that any portion of its Proposal contains any information that is a trade secret under ORS Chapter 192.501(2) or otherwise is exempt from disclosure under the Oregon Public Records Law ORS Chapter 192, Proposer shall complete and submit the Trade Secrets Form (Attachment B) and a fully redacted version of its Proposal.

Proposer is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law ORS Chapter 192 and identifying the Proposal, in whole, as exempt from disclosure is not acceptable. The Owner advises each Proposer to consult with its own legal counsel regarding disclosure issues.

If Proposer fails to identify the portions of the Proposal that Proposer claims are exempt from disclosure, or fails to provide a fully redacted version of their Proposal, Proposer has waived any future claim of non-disclosure of that information.

#### **7.11 Proposal Costs**

Any Due Diligence efforts conducted by a Proposer are at the Proposer's expense. Marion County will not pay any costs incurred in the preparation or submission of a Proposal (including the interview phase), or in the negotiation execution of the form of contract, or otherwise responding to this RFP, all of which will be the sole responsibility of the proposer.

#### **7.12 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer capabilities to satisfy the requirements of the RFP. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

#### **7.13 Right to Reject Proposals and Cancel RFP**

Owner reserves the right to reject any and all Proposals. The Owner may cancel the RFP without liability to the Owner any time prior to executing contract if Owner determines, in its sole discretion, it's in the Owner's best interest to do so.

#### **7.14 Period of Irrevocability**

Proposals shall be offers that are irrevocable for a period of one hundred twenty (120) calendar days after the time and date Proposals are due. Proposals shall contain the name, address and telephone

number of an individual or individuals with authority to bind the company during the period in which the Proposal will be evaluated.

#### **7.15 Obligation to Award**

The issuance of this RFP, and the receipt and evaluation of Proposals does not obligate Owner to award a contract.

#### **7.16 Amend or Withdraw Proposal**

A proposer may amend or withdraw its Proposal any time prior to the time and date established for submission of Proposals.

#### **7.17 Equal Opportunity Action Policy**

The Proposer agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

#### **7.18 Objections or Protests**

##### **1. Protest of Solicitation**

A prospective Proposer may protest the procurement process or the solicitation document for a contract solicited under ORS 279B.055, 279B.060, and 279B.085 as set forth in ORS 279B.405(2). Before seeking judicial review, a prospective Proposer must file a written protest with the Owner and exhaust all administrative remedies.

In addition to the information required in ORS 279B.405(4), a prospective Proposer's written protest shall include a statement of the desired changes that the Proposer believes will remedy the conditions upon which the Proposer has based its protest. All protests must be delivered in writing to the Owner not less than ten (10) days prior to the set closing date for the solicitation.

The Owner shall not consider any protest submitted after the timeline identified above. The Owner shall issue a written disposition of the protest in accordance with the time line set forth in ORS 279B.405(6). If the Owner upholds the protest, in whole or in part, the Owner may in its sole discretion either issue an addendum reflecting its disposition or cancel the procurement or solicitation.

##### **2. Protest of Competitive Range**

A prospective Proposer may protest the exclusion from the competitive range or from subsequent tier or steps of the solicitation for a contract solicited under ORS 279B.055, 279B.060, and 279B.085 as set forth in ORS 279B.405(2). Before seeking judicial review, a prospective Proposer must file a written protest with the Owner and exhaust all administrative remedies.

In addition to the information required in ORS 279B.405(4), a prospective Proposer's written protest shall include a statement of the desired changes that the Proposer believes will remedy the conditions upon which the Proposer has based its protest. All protests must be delivered in writing to the Owner not less than seven (7) days after to the notice of competitive range.

The Owner shall not consider any protest submitted after the timeline identified above. The Owner shall issue a written disposition of the protest in accordance with the time line set forth in ORS 279B.405(6). If the Owner upholds the protest, in whole or in part, the Owner may in its sole discretion either issue an addendum reflecting its disposition or cancel the procurement or solicitation.

### 3. Protest of Contract Award

A Proposer may protest the award of a contract or the intent to award a contract, whichever comes first, if the conditions set forth in ORS 279B.410(1) are satisfied. A Proposer must file a written protest with the Owner and exhaust all administrative remedies before seeking judicial review of the Owner's contract award decision.

A Proposer must deliver a written protest to the Owner within seven (7) days after issuance of notice of intent to award the contract. A Proposer's written protest shall specify the grounds for the protest to be considered by the Owner pursuant to ORS 279B.410(2).

The Owner shall not consider any protest submitted after the timeline identified above. The Owner shall issue a written disposition of the protest in a timely manner as set forth in ORS 279B.410(4). If the Owner upholds the protest, in whole or in part, the Owner may in the sole discretion either award the contract to the successful protestor or cancel the procurement or solicitation.

### **7.19 Owner reserves the Right to:**

- Reject any and all Proposals
- Amend the RFP
- Waive any irregularities or informalities in any Proposals
- Extend the deadline for submission of Proposals
- Not award a contract for the requested services
- Accept the Proposal deemed to be the most beneficial to the public and Marion County

### **8. RFP MANDATORY SUBMISSION FORMS**

Proposer shall complete, sign, and return Attachment A – D with the Proposer's submission package. Failure to do so may result in the Proposal being deemed to be non-responsive and not considered for award.

Attachment A – Offeror Representations and Certifications  
Attachment B – Trade Secrets Form  
Attachment C – Drug and Alcohol Testing Policy Certification  
Attachment D(A) – Fee/Price Proposal  
Attachment D(B) – Summary Cost Allocation

**9. EXHIBITS**

By submitting a proposal to this RFP, proposer shall accept all terms and conditions of the Contract as show in Exhibit A (Sample Public Improvement Agreement). Exhibit A is attached hereto and incorporated herein by reference.

**END OF RFP**

**ATTACHMENT A**  
**OFFEROR REPRESENTATIONS AND CERTIFICATIONS**

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**FAILURE OF THE OFFEROR TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE SUBMITTED OFFER**

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer shall be irrevocable for at least 30 calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

OFFEROR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_ WEB SITE: \_\_\_\_\_

TAXPAYER ID NUMBER: \_\_\_\_\_ DATE/STATE OF INCORPORATION: \_\_\_\_\_

BUSINESS DESIGNATION:     Corporation                       Sole Proprietor                       Partnership  
    S Corporation                       Non-Profit                               Government  
    Other \_\_\_\_\_

[OPTIONAL CERTIFICATION/LICENSE NUMBER: \_\_\_\_\_]

**ASSURANCES** - The Offeror attests that:

1. The person signing this offer has the authority to submit an offer and to represent Offeror in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.  
"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1) (b);
4. Any false statement may disqualify this offer from further consideration or because of contract termination; and
5. The Offeror will notify the department Contract Specialist within 30 days of any change in the information provided on this form.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS** - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

**Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.**

**SIGNATURE OF AUTHORIZED PERSON**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name & Title \_\_\_\_\_

Contact Person for this procurement: \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**ATTACHMENT B**  
**Trade Secrets Form**

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this Trade Secret Form and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about October 4, 2016 (the "Proposal"), to Marion County in response to Request for Proposals C25102-CMGCV-16, for high-speed ballot envelope sorter and scanning system services and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
  - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
    - i. is not patented,
    - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
    - iii. has actual or potential commercial value, and
    - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.
  - or
  - B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
    - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
    - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.
5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

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Proposer Signature

Proposer identifies the following information as exempt from public disclosure:



# ATTACHMENT D - A

## Fee/Price Proposal for CM/GC Services



### GENERAL

This Attachment D Fee/Price Proposal is provided as a supplement to the Request for Proposal (RFP #C25102-CMGCJV-16, herein referred to as the RFP). Price proposal information is not available to the evaluation committee during the evaluation of technical proposals and will be evaluated separately.

### SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

1. In submitting its Fee/Price Proposal, Proposer acknowledges that it will provide, for the duration of the Project, the full complement of staff designated in its written response to the Request for Proposal.
2. Proposer acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself to the general and local conditions which may affect the Work or its cost.
3. Proposer acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site and supporting RFP documentation.
4. Proposer acknowledges that adjacent businesses and public agencies will be conducting normal operations during the work week. Proposer should anticipate normal pedestrian and traffic congestion inherent for this area.
5. Proposer acknowledges that its Fee/Price Proposal is based upon a schedule as set forth in the RFP and assumptions which incorporate the conditions set forth above, and in the reference documents included with this package. All components of the RFP solicitation, whether attached hereto, or by RFP addendum or referenced only, are incorporated by reference and hereby made a part of this request.
6. Owner assumes no responsibility for any conclusions or interpretations made by Proposer based on the information made available by Owner. Questions received less than seven calendar days before the time for submission of RFP & Attachment D Fee/ Price Proposal may not be answered. All addenda issued shall be incorporated into the Form of Contract Attachment C of the RFP solicitation.

### PREPARATION OF FEE PROPOSALS

1. Each Proposer is required to submit the proposal amounts on the Fee/Price Proposal Form included in this request. The first amount shall be for the "General Conditions," the second amount shall be for the "CM/GC Fee," the third amount shall be for the "Bonds, Insurance and Builder's Risk", and the fourth amount shall be for the "Pre-construction Services". The Pre-Construction Services shall include services as outlined in the RFP and supporting documents and include, but not be limited to: 1) Provide the required construction cost estimates, 2) Constructability reviews and Value Engineering, 3) Meeting attendance and co-location with the team, 4) Schedules, 5) General correspondence and consultations, 6) Site Logistics and Procurement planning, 7) Other requirements as outlined in supporting RFP documents. The terms

“CM/GC’s Fee”, “General Conditions” and “Preconstruction Services” are defined in the Cost Responsibility Matrix included herein and the CM/GC Form of Contract Attachment C, State of Oregon General Conditions 2012 Addition and Supporting Supplemental General Conditions, and are hereby incorporated by reference into to this Attachment D Fee/Price Proposal. Proposer shall comply with the following instructions in preparing its Fee Proposal and bid.

2. State the CM/GC’s Fee as a percentage, and multiply it by the Total Estimated Cost of Work (ECOW) to determine a single dollar amount for the CM/GC’s Fee. The dollar amount for the CM/GC’s Fee will be added to the dollar amounts for General Conditions, Bonds and Insurance and for Preconstruction Services, to determine a single amount which shall be the Proposer’s Total Fee/Price Proposal.

3. In completing the attached Fee/Price Proposal Form, the Proposer must enter
- Part I: A dollar amount for the General Conditions,
  - Part II: A percentage and a dollar amount for the CM/GC’s Fee,
  - Part III: A percentage and a dollar amount for the Bonds and Insurance,
  - Part IV: A dollar amount for staff Member Classifications, Hourly Rates and Estimated Hours and
  - A Not To Exceed total dollar amount for Preconstruction Services.

The Owner reserves the right to reject any or all Fee Proposals and to waive as an informality any non-material irregularities in the Fee Proposal Forms received.

4. The Proposer’s business name, address, other contact information, Contractor’s Registration Number, and Federal EIN shall be provided on the Fee Proposal Form in the space provided.

5. Fee Proposals must be (1) submitted on the Fee/Price Proposal Form Attachment D, furnished by Owner or as a copy of this form, and (2) manually signed in **BLUE** ink by an authorized representative of the Proposer. **The person signing the Fee Proposal Form must initial each page** of the Fee/Price Proposal Form.

6. Proposers shall submit Fee/Price Proposals in the format provided on the Fee Proposal Form. Only the amounts and information required on the Fee Proposal Form furnished by the Owner will be considered as the Fee Proposal. All blank spaces must be filled in.

7. Receipt of all addenda must be acknowledged by identifying the addendum number in the space provided in the Fee Proposal Form.

8. The proposal shall include all taxes imposed by law in the State of Oregon.

### **SUBMISSION AND WITHDRAWAL OF BIDS**

1. Fee/Price Proposals shall be submitted to Camber Schlag, in separate sealed envelopes or packages along with the main RFP submission, by no later than **October 4, 2016 at 2:00 PM.**

Issuing Office:	Marion County Procurement
Single Point of Contact (SPOC):	Jacob Clotfelter
Address:	555 Court St. NE 4 <sup>th</sup> Floor 4247 Salem, Oregon 97301
Phone (voice):	(503) 588-5047
E-mail:	jclotfelter@co.marion.or.us

2. Receipt of Fee/Price Proposals and proposal modifications by facsimile, e-mail, telephone, or orally will not be considered.

3. A Proposer may withdraw its Fee/Price Proposal by submitting a written request to Camber Schlag at the address noted in the paragraph above before the proposal submittal deadline.

## **LATE SUBMISSIONS**

1. Any Fee/Price Proposal or request to withdraw a Fee/Price Proposal that is received after the deadline set forth herein will not be considered.
2. The only acceptable evidence to establish the time of receipt at the office designated in this request is the time/date stamped or printed by Owner on the RFP Proposal envelope or package or other documentary evidence of receipt maintained by Owner.

**NOTE: It is the Proposer's responsibility to ensure its materials are delivered to the above-noted address by the closing day and time. The Owner will assume no responsibility for mail, courier or delivery times.**

## **FINAL SELECTION**

Final selection of a CM/GC for Contract negotiations will be made consistent with the requirements set forth in the Request for Proposal. Any and all protests shall be in accordance with state law.

**FEE/PRICE PROPOSAL FORM ATTACHMENT D**



TO:

**MARION COUNTY**

The undersigned submits the following Proposal.

**BID:**

Pursuant to and in compliance with the Request for Fee/Price Proposals and **Cost Responsibility Matrix dated August 26<sup>th</sup> 2016, Form of Contract and Marion County General Conditions and Supplemental General Conditions**, the undersigned certifies to have carefully examined the Contract Documents, conditions affecting the Work and is familiar with the site. The undersigned further proposes to furnish all labor, materials, equipment and services necessary to complete the Work for the following costs:

Description of Proposal Item: Part I <i>General Conditions</i>		Maximum "NTE"	Proposal Amount
<b>Total General Conditions Proposal:</b>		Maximum "NTE"	\$ _____

Description of Bid Item: Part II <i>CM/GC Fee</i>	Percentage	Total Estimated Cost of Work "ECOW"	Proposal Amount
Insert Percent Fee and multiply by the <b>Total Estimated Cost of Work (ECOW)</b> to determine CM/GC Fee Proposal Amount	_____ %	\$4,691,080	\$ _____
			(enter the amount in the box directly above in the box immediately below)
<b>CM/GC Fee</b>		<b>Total Proposal:</b>	\$ _____

**FEE/PRICE PROPOSAL FORM ATTACHMENT D**

<b>Description of Bid Item: Part III Bonds, and Insurance</b>	<b>Percentage</b>	<b>Estimated GMP per RFP</b>	<b>Proposal Amount</b>
Insert Percent Fee and multiply by <b>the Guaranteed Maximum Price (GMP)</b> to determine CM/GC Bonds, and Insurance Amounts			
GL Liability Insurance/ CCIP	_____%	\$5,099,000	\$ _____
Performance and Payment Bond	_____%	\$5,099,000	\$ _____
Builders Risk Insurance	_____%	\$5,099,000	\$ _____
			(enter the amount in the boxes directly above in the box immediately below)
<i>TOTAL Bonds, and Insurance</i>	<b>Total Proposal:</b>		\$ _____

**FEE/PRICE PROPOSAL FORM ATTACHMENT D**

<b>Description of Bid Item: Part IV Pre-Construction Services</b>				<b>Proposal Amount</b>
<u>Staff Member Classification</u>	<u>Hourly Rate</u>	x <u>Estimated Hours</u>	<u>Total per Staff Member = Classification</u>	
_____	\$ _____	x _____	= \$ _____	
_____	\$ _____	x _____	= \$ _____	
_____	\$ _____	x _____	= \$ _____	
_____	\$ _____	x _____	= \$ _____	
_____	\$ _____	x _____	= \$ _____	
_____	\$ _____	x _____	= \$ _____	
<b>TOTAL Pre-Construction Services Proposal (Not To Exceed)</b>				\$ _____

<b><u>Summary of all Bid Proposal Items:</u></b>	<b>Proposal Amount TOTALS:</b>
<b>Description of Bid Item: Part I: <i>General Conditions</i></b>	\$ _____
<b>Description of Bid Item: Part II: <i>CM/GC Fee</i></b>	\$ _____
<b>Description of Bid Item: Part III: <i>Bonds and Insurance</i></b>	\$ _____
<b><u>TOTAL PROPOSAL ALL PARTS SCORED</u></b>	\$ <span style="background-color: yellow;">                    </span>
<b>Description of Bid Item: Part IV: <i>Pre-Construction Services (NTE)</i></b> (Preconstruction services is not part of scored section of Fee/Price Proposal and will be negotiated upon successful award with the Highest Ranked Proposer)	\$ _____

**CONTRACT AND BOND:**

For the purposes of calculating the costs of bonds, taxes and insurance, the proposer shall assume a GMP as referenced in the Request for Proposal, and related RFP documents.  
 If a GMP is agreed to between Owner and Proposer, a Guaranteed Maximum Price (GMP) will be established by Owner and CM/GC consisting of a negotiated GMP, through a contract amendment. Refer to Form of Contract Attachment C of the RFP. The undersigned agrees to execute a contract for the above Work for the GMP using the Form of Contract Attachment C of the RFP referenced hereto, and to furnish bonds and evidence of insurance as required by the Contract Documents.

**FEE/PRICE PROPOSAL FORM ATTACHMENT D**



Proposer's Business Name: _____			
Type of Business: _____ (Insert above Sole Proprietorship, General or Limited Partnership, Limited Liability Company, Corporation, or Other – and if Other describe the entity)			
State of Incorporation or of other business entity formation: _____			
Business Address: _____	City: _____	State: _____	Zip Code: _____
Business Telephone Number: _____	Business Fax Number: _____	Business E-mail Address: _____	
State of Oregon numbers for the following:			
Contractor Registration No.: _____	Oregon Registry Number: _____	EIN No.: _____	
Receipt is hereby acknowledged of Addenda No(s): ____ (initials)			

**REPRESENTATIVE AUTHORIZED TO SIGN FOR PROPOSER:**

"I certify (or declare) under penalty of perjury under the laws of the State of Oregon that the foregoing is true and correct":	
Signature: _____	Date: _____
Print Name and Title _____	Location or Place Executed: (City, State) _____

**NOTE:** This Summary Matrix of Cost Allocation is a general guide provided for convenience that summarizes some of the costs associated with various CM/GC cost categories. In addition to filling out the Attachment D Fee/Price Proposal form, the **Proposer shall provide a detailed manpower loading document outlining proposed staffing including hourly rates for both General Conditions staffing for construction as well as Preconstruction Services staffing.**

Description of Section	GMP						
	Percent Fee Percentage	Precon Services	General Conditions Work Cost	Direct Cost of the Work	Change Orders	Risk Contingency	Owner Cost
<b>Preconstruction Services including but not limited to:</b>		X					
Services outlined in the RFP and supporting documents		X					
Value Engineering and Cost Estimating		X					
Schedule and logistics planning		X					
Constructibility reviews		X					
Subcontractor planning and procurement development		X					
All Precon Services leading up to finalization of a GMP		X					
Meetings during planning and design phase through implementation documents		X					
<b>Construction Management services</b>			X				
<b>Key Personnel including but not limited to:</b>			X				
Senior Project Manager / Project Director			X				
Project Executive (for project specific time only)			X				
Project Manager			X				
Superintendence/Coordination			X				
Project Engineer(s)			X				
Field Engineer(s)			X				
Project Coordinator(s)			X				
Project Administrative support and project assistance			X				
Intern(s)			X				
Labor burden and Payroll taxes and fringes			X				
Other costs for the CM/GC's key personnel as identified in the CM/GC Contract			X				
Meetings and Tours			X				

Description of Section	GMP						
	Percent Fee Percentage	Precon Services	General Conditions Work Cost	Direct Cost of the Work	Change Orders	Risk Contingency	Owner Cost
Planning and Layout coordination			X				
CM/GC personnel Computers / software			X				
Coordination for obtaining approvals			X				
Schedule and PMIS software			X				
Information technology "IT" and Electronic documentation			X				
Development of Operation and Maintenance Manuals and document turn over package			X				
Development of Warranties and Bonds Manuals			X				
Operating Instructions and Facilities Training			X				
Subcontracting process costs			X				
Coordinate and obtain permits			X				
Trade permit application forms and arranging for inspections			X				
Coordinate obtaining the permits			X				
Commissioning Coordination by CM/GC			X				
Traffic control plan and site logistics planning			X				
Risk Contingency (Coordination of Construction Documents and Work)						X	
Items covered by Percent Fee Percentage: See attachment D Fee/Price Proposal	X						
Performance & Payment Bond, Insurance, and Builder Risk	X						
Delivery of Bonds & evidence of Insurance	X						
Payment and Performance Bond (premium cost above initial amount)	X						
Acceptance of Bonds & Insurance	X						
Premium adjustment for bonds	X						
<b>Contractor's home office Overhead and Profit</b>	X						
Principal in Charge	X						
Corporate Accounting	X						
Corporate Software	X						
Corporate Safety office and safety program	X						
Main Office Administration	X						
Corporate IT Director and IT support	X						

Description of Section	GMP						
	Percent Fee Percentage	Precon Services	General Conditions Work Cost	Direct Cost of the Work	Change Orders	Risk Contingency	Owner Cost
Legal	X						
Main Office Payroll processing costs	X						
Main Office Fringe/ Bonus Costs	X						
Overhead and profit: Refer to Attachment D form	X						
Percent fee on changes	X						
Changes in Laws					X		
Underground Facilities not shown or indicated					X		
Authorized changes in the Work					X		
Allowance reduction					X		
Changes to subcontractor costs					X		
Actual cost of building permit							X
Coordination of Owner contracts							X
Owner Consultants							X
Soils Report, Geotechnical Engineering							X
Owner's Responsibilities							X
Architect's Responsibilities							X
Independent testing laboratory & Special Inspections							X
3rd party Envelope Commissioning Agent							X
3rd party Commissioning Agent: (MEP)							X
Actual costs of other permits				X			
Negotiated Support Services CM/GC "incidental pick up work"				X			
Subcontract work				X			
Self-Performance by CM/GC				X			
Bid Package Allowances				X			
Bid Document Reproduction Costs				X			
Advertising for Subcontract Bid Packages				X			
Subcontractor Bonding / Subguard				X			
Copies of documents & blueprints				X			
Reference Points				X			
Builders Risk Insurance Deductible				X			
Survey and layout labor				X			
Licensed Survey				X			
Services, Materials, and Equipment				X			
Patent fees and royalties				X			

Description of Section	GMP						
	Percent Fee Percentage	Precon Services	General Conditions Work Cost	Direct Cost of the Work	Change Orders	Risk Contingency	Owner Cost
Actual cost of trade permits				X			
Charges and inspection fees related to the permits necessary for the prosecution of the Work				X			
Removal of debris during performance of work				X			
Site Safety and protection				X			
Safety equipment, first aid supplies				X			
Temporary provisions				X			
Safety representative and site safety staff				X			
Extended equipment warranties				X			
Delegation of professional design services				X			
Cutting, fitting, and patching				X			
Actual rental costs				X			
Transportation, loading, unloading, assembly, dismantling, and removal				X			
Royalty payments and fees				X			
Allowances				X			
Tests and inspection by contractor				X			
Uncovering work				X			
Correction or removal of defective work				X			
Additional copies of the Contract Documents, blue printing and reprographics				X			
Project Photographs				X			
Additional staging space				X			
Insurance and bond for stored materials				X			
General cleaning / housekeeping				X			
Cleaning required for specific trades				X			
Final cleaning				X			
Street sweeping				X			
Protect building products				X			
Security barriers				X			
Construction waste / recycling program				X			
Restoration of Project site related to removal of temporary facilities				X			
Pick up truck rental, fuel and maintenance				X			
Construction wages and benefits for trade labor				X			

Description of Section	GMP						
	Percent Fee Percentage	Precon Services	General Conditions Work Cost	Direct Cost of the Work	Change Orders	Risk Contingency	Owner Cost
Material & Equipment Related to Craft Labor & Site Logistics				X			
Rental-Contractor Owned equip (less than \$2000 will be purchased)				X			
Small Tools and equipment rental				X			
Flatbed Truck Rental/operations				X			
Flatbed Truck Fuel/maintenance				X			
Generator fuel				X			
Provide and maintain construction lighting				X			
Temporary heat (equipment and materials)				X			
Temporary heat (fuel)				X			
Use of Owner's HVAC system for construction				X			
Water temporary piping				X			
Drinking water				X			
Weather Protection				X			
Parking and Shuttles				X			
Toilet and handwashing facilities				X			
Mobile communications				X			
Cranes and Hoisting and material handling				X			
CM/GC's field office				X			
Field office supplies and consumables				X			
Postage and Handling / FedEx				X			
Project Signage				X			
Field office furniture & equipment				X			
Temporary facilities & enclosures				X			
Temporary site fences and barricades				X			
Dewatering				X			
Noise Barriers				X			