



## **PUBLIC IMPROVEMENT PROJECT**

# **REQUEST FOR PROPOSAL**

### **Solicitation No: 19-0025**

CM/GC for Highland Park HVAC Upgrades and Whitford  
HVAC Upgrades and Roof Replacement

RFP Closing (Due Date & Time):

**August 13, 2019**

Issued by:

**Beaverton School District 48J**

**16550 SW Merlo Road**

**Beaverton OR 97003**

**July 12, 2019**

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**PUBLIC IMPROVEMENT**  
**REQUEST FOR PROPOSAL**

Solicitation No: RFP 19-0025  
Summary

The purpose of this Request for Proposal (Solicitation) is to obtain competitive Proposals from qualified Contractors (Proposers) for the purpose of establishing a Construction Manager/General Contractor (CM/GC) contract between the selected Proposer (Contractor) and the District (Owner) for the provision of Highland Park Middle School HVAC Upgrades and Whitford Middle School HVAC Upgrades and Roof Replacement.

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

A **NON-Mandatory Pre-Proposal conference** will be held on **July 22, 2019 at 2:00 PM beginning at Whitford Middle School 7935 SW Scholls Ferry Rd. Beaverton, OR 97008**, we will then move onto Highland Park Middle School 7000 SW Wilson Ave. Beaverton, OR 97008.

Proposers must submit a Proposal pursuant to the provisions of this Solicitation to Larry Pelatt, Purchasing Manager, or designee, at the District Administration Center, Main Reception, 16550 SW Merlo Road, Beaverton, Oregon 97003, **PRIOR** to the Closing:

**SOLICITATION CLOSING: August 13, 2019**  
**LATE PROPOSALS WILL NOT BE ACCEPTED**

Timely received Proposals will be opened, recorded and prepared for evaluation. The District will not read Proposals aloud. The number of Proposals received, the identity of Proposers, or the contents of any Proposal will not be disclosed to the public until all Proposals have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

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

Prospective Proposers must register with ORPIN – <http://orpin.oregon.gov/> to obtain the solicitation document and plan sets.

Proposers must familiarize themselves with the entire Solicitation Document.

**ALL Questions and comments regarding this Solicitation must be directed ONLY IN WRITING to Larry Pelatt, Purchasing Manager, by e-mail to: [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us)**

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

SECTION I – INTRODUCTION  
Solicitation No: RFP 19-0025

**1. INTRODUCTION:**

This Solicitation is issued pursuant to ORS 279A, ORS 279C and the Oregon Attorney General Model Rules Divisions 46 and 49.

**2. DEFINITIONS:**

The term "District" or "Owner" throughout this document means the Beaverton School District. The term "Proposer" means the person or firm that submits a Proposal in response to this Solicitation. The term "Proposal" or "Offer" means a written response to provide services in response to this Solicitation. The term "Contractor" or "Supplier" means the Proposer awarded a D-B contract as a result of this Solicitation.

**3. SOLICITATION REVIEW:**

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

**4. BACKGROUND:**

- a. The Beaverton School District encompasses approximately 57 square miles in northwestern Oregon in Washington County. The District, located in the Portland, Oregon metro area, is the third largest School District in Oregon.
- b. The Beaverton School District has approximately 4,700 employees. The District is responsible for educating approximately 41,000 students in kindergarten through grade 12 at thirty-four (34) Elementary Schools, eight (8) Middle Schools, six (6) High Schools, five (5) Options Schools, and nineteen (19) Options Programs.

**5. SCOPE OF WORK:**

Highland Park Middle School HVAC upgrades and Whitford Middle School HVAC upgrades and roof replacement.

**6. CONTRACT:**

The successful Proposer, selected by the District, will receive an AIA A133 Owner Construction Manager as Constructor Agreement (modified) with AIA A201 General Conditions (modified). A sample is enclosed herein (see Attachments). The provisions of the sample AIA A133 Owner Construction Manager as Contractor Agreement and AIA A201 General Conditions are in addition to the requirements set forth in this Solicitation.

- a. Proposers are advised to thoroughly review and familiarize themselves with the standard contract. Certain contract terms reflect state statute and may not be altered.
- b. The Contractor will be expected to sign a contract including all standard terms and conditions contained in the sample contract.
- c. Personnel substitution – if the Contractor must substitute personnel included in the original Proposal, they shall obtain written District approval of substituted personnel, prior to substitution.

**7. AMENDMENTS:**

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

**8. DISTRICT REPRESENTATIVE:**

The District Representative for the project is Chris Hansen, Project Manager.

**9. SOLICITATION SCHEDULE:**

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

Pre-proposal conference	July 22, 2019 at 2:00 PM
Deadline for questions	August 6, 2019 at noon
Closing	August 13, 2019
Notice of Proposal Receipt List	August 14, 2019
Notice of Short List	On or about August 26, 2019
Interviews	Week of September 2, 2019
Notice of Intent to Award	Week of September 9, 2019

**10. CONTACT DURING SOLICITATION:**

**Questions must be submitted in writing via email to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) as indicated on the Summary page of this Solicitation. No other contact regarding this solicitation during the solicitation process is permitted.** Unauthorized contact regarding this solicitation may subject the offender's Proposal to rejection.

**11.** Additional information regarding this solicitation and certain forms for download are available on the ORPIN website: [www.orpin.oregon.gov](http://www.orpin.oregon.gov)

**1. PURPOSE AND INTRODUCTION:**

On July 25, 2019, the Board of Directors of the Beaverton School District approved the use of the Construction Manager/General Contractor alternative construction contracting procedure for this project.

**2. SCOPE OF WORK:**

Highland Park Middle School (Highland) HVAC renovation and Whitford Middle School (Whitford) HVAC & roof renovation.

**3. PURPOSE AND INTRODUCTION:**

The purpose of this solicitation is to establish a Construction Manager/General Contractor (CM/GC) contract with the selected proposer.

**4. PROJECT DESCRIPTION:**

The construction budget is \$6.93 million. We are looking at the possibility of occupied construction. Work will need to begin in Spring of 2020 and through the summer into Fall 2020. The District has 100% CD drawings and specifications for the Highland HVAC system. The Whitford full Scope of Work will be developed with the help of the CM/GC partner. We are seeking a CM/GC partner to construct these

SECTION II – STATEMENT OF WORK  
Solicitation No: RFP 19-0025

improvements as seamlessly as possible. We are open to innovation with respect to the project schedule, sequencing and construction methods.

**5. PROJECT TEAM:**

The Design Team has been selected and contracted for Highland:  
Owner’s Representative: Chris Hansen, Beaverton School District Project Manager  
Architect: Scott Miller MFIA

The design team for Whitford is in the procurement phase and should be under contract when the CM/GC is selected.

**6. PROJECT CONSIDERATIONS**

The District’s facility goals and work processes will require that the District focus on the following with its Contractor partner during design and construction of the Whitford Middle School HVAC and roof replacement and Highland Park HVAC.

- a. Collaborative work effort between the Designer(s), the District, the Contractor, and regulatory oversight agencies leading to an effective implementation.
- b. Use of the District’s internet-based e-Builder Project Management System for coordination of efforts, approvals and expedited communication is required.

**7. WORK PROCESSES**

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

- a. **Design Review Process.** Design reviews (DRM) will be conducted in a formalized manner with all reviewers receiving their respective review documents on the same date and with the same review completion deadline. DRM’s will occur at SD, DD, and 100% CD level documents. These will be an opportunity for all stakeholders to provide input.
- b. **Weekly Coordination Meetings.** We will discuss: Safety issues, schedule, open issues, cost events, future coordination, and any other issues requiring attention.

**8. DESCRIPTION OF SERVICES:**

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

SECTION II – STATEMENT OF WORK  
Solicitation No: RFP 19-0025

- a. **Phase 1.** The CM/GC shall serve as a special consultant to the Project Team and will analyze the design and proposed modifications with the goal of providing the Owner, in the time frame proposed, the highest quality work within budget.
- i. Design related CM/GC activities will include: detailed cost estimating, value engineering, constructability review, coordination review, and analysis of alternative materials and systems for the Project in addition to construction-related schedule refinement.
  - ii. The CM/GC will serve as general contractor for the project, at risk.
  - iii. CM/GC shall provide the following estimates: SD, DD, and GMP for Whitford work.
    - a. CM/GC shall provide a GMP for Highland Park after execution of contract.
  - iv. For Whitford work. Review all plans as they are developed and make value engineering and constructability recommendations. Review all design and specification documents for completeness, proper details, compliance with program and master plan requirements and adherence to building codes or applicable agency requirements, reporting deficiencies, conflicts, and/or clarification questions identified to the Project Team.
  - v. For Highland work. Review all design and specification documents for completeness, proper details, compliance with program and master plan requirements and adherence to building codes or applicable agency requirements, reporting deficiencies, conflicts, and/or clarification questions identified to the Project Team.
  - vi. Review the plans and specifications on a continuous basis and advise the Design Team and the District whenever the estimated construction costs are tending to exceed line items from the model budget. In a timely fashion, provide the Design Team with alternatives that will bring the project cost within budget, without compromising the scope agreed to in the outline specification. Continually update the project cost.
  - vii. Prepare a detailed milestone schedule identifying the work to be performed by the Design team, the District, and the CMGC during this phase. The CMGC will report bi-weekly on schedule progress.
  - viii. The CM/GC will investigate and confirm existing conditions assumptions and conclusions as prepared by the architect and included in the attached design narrative.
  - ix. The CM/GC will develop the Guaranteed Maximum Price Proposal (GMP), with detailed backup, for District consideration at the completion of the Design Development phase for the actual construction work. The GMP shall be defined as the Cost of Work plus the CM/GC's fee. The GMP shall be within the District's construction project budget of approximately \$2.5 Million for Highland and \$4.43 Million for Whitford, this would include contingencies and escalation. By executing a GMP amendment to the contract, the CM/GC guarantees that the Cost of Work shall not exceed the GMP. However, should the Cost of the Work be less than the GMP, any such positive difference shall be realized as "savings" to the District at the end of the project. Although it is the intention of the District to save money on the project, if at all possible, the District reserves the right to work with the CM/GC to use the anticipated savings to build additional necessary components of the project which may have been omitted from the original GMP scope and carried as alternates.
  - x. If the CM/GC is unable to set a GMP within the budget and in the appropriate time, the District reserves the right, at the sole discretion of the District, to cancel the contract with the CM/GC and proceed immediately to negotiate a contract with the firm that was next ranked in this selection process. Should the contract with the initial CM/GC be so terminated, the firm will be compensated for actual time and expenses incurred in Phase 1.
- b. **Phase 2.** The CM/GC shall provide and pay for all materials, tools, equipment, labor, professional and non-professional services, and shall perform all other acts and supply all other items necessary to fully and properly perform and complete the Work, as required by the Contract Documents. It is anticipated that the work of the project may involve multiple bid packages. It is expected that whenever possible, the bid packages will contain separate trade contracts with the CM/GC acting as general contractor to these separate subcontractors.

SECTION II – STATEMENT OF WORK

Solicitation No: RFP 19-0025

- a. Maintain in a current condition all Project Records, including permits, construction documents, as-built records, meeting records, submittals, inspection reports, invoices, delivery receipts, daily activity logs, RFI's, ASI's, CO's, BIM, etc.
- b. Prepare all bid packages, according to the contractual requirements and district procedures. Recommend to the District any modifications to existing procedures or implementation of new procedures where appropriate. Ensure that all bid packages, including those for early procurement, are within budget. It is the responsibility of the CM/GC to provide the Design Team with sufficient viable options, in a timely fashion, such that the bid packages will be within budget.

**9. SPECIAL REQUIREMENTS:**

- a. For this contract, the prevailing wage rates and all other standard terms and conditions of State of Oregon Public Works Contracts apply.
- b. The District may allow the CM/GC to perform some of the trade work if the CM/GC competes competitively with trade subcontractors for that work. In such cases, bids will need to be submitted directly to the District representative or an independent third party.
- c. It is important to provide employment and apprenticeship opportunities in the construction trades and employment for people of color and women. For this public improvement contract, an aggregate goal of 10% of labor hours has been established to be performed by state-registered apprentices in apprenticeable trades. The Contractor shall participate in outreach and other efforts to create an apprenticeship program that reflects the diversity of the Portland/Beaverton metropolitan area.
- d. It is also important to the District to include career-learning opportunities arising from this contract work for students in relevant career paths including but not limited to architecture, engineering, building trades, construction work, and other related services. Other areas might include web-design, communications, and accounting. Career learning opportunities may include internships, job shadows, guest speakers, informational interviews, and career and workforce days and fairs. The Contractor and Sub-Tier Contractors shall participate in career-learning opportunities that supports this District goal.

**10. DESIGN SCHEDULE:**

The design milestones are set forth below. The dates are approximate but will be followed to the extent reasonably possible. The purpose of this schedule is for information only.

<u>Design Phase/Milestone</u>	<u>Date</u>
Pre-Design Phase	Complete
Schematic Design Phase	8/5/19 - 8/30/19
Design Development Phase	9/3/19 - 10/4/19
Contract Document Phase	10/15/19 - 12/17/19
Building Permit Application Submittal	January-May 2020

**11. CONSTRUCTION SCHEDULE MILESTONES:**

<u>Project Milestone</u>	<u>Date</u>
Contract Award	On or about August 27, 2019
GMP Submittal – Highland Park	October 4, 2019
GMP Submittal – Whitford	November 15, 2019
Construction Substantial Completion	Fall 2020*
Construction Final Completion	Winter 2021*

SECTION II – STATEMENT OF WORK  
Solicitation No: RFP 19-0025

\* The District will negotiate with the CM/GC on specific Substantial and Final Completion.

**12. NOTICE TO PROCEED:**

- a. The Contractor shall not begin work until a Notice to Proceed is issued by the District Representative.
- b. The District reserves the right to cancel the Contract at no penalty if it is in the best interest of the public to do so, if:
  - i. A protest was received that overturns the award of this Contract, or
  - ii. Funding for the project is not available.

**13. ADDITIONAL REQUIREMENTS:**

- a. The District has implemented the e-Builder Project Management software platform for coordination of efforts, approvals, and expedited communication. All prime project team members will be required to utilize the program. Each Contractor shall be provided a seat (license) and a minimum of four (4) hours training.
- b. All persons involved in the project who will have a physical presence on site at any time during the course of the project will need to clear a background check. The basic criteria of clearance and refusal offenses will be provided by the District Project Representative. Contractors and sub-contractors shall provide a report of who has cleared the background check by an approved agency.
- c. For Phase 2, if the Work is not Substantially Complete by the applicable required Substantial Completion date, the Contractor shall pay to the Owner liquidated damages in the amount of \$500.00 for each and every day of delay in achieving Substantial Completion.
- d. **BUSINESS EQUITY.** The Proposer understands that the District maintains a goal of engaging minority, women, emerging, service-disabled veteran and socially or economically disadvantaged businesses (MWSDVE) as service providers in delivering services necessary to implement our bond program. The District aspires to a goal of ten (10) percent MWSDVE content, by contract value, in completing our capital bond work, and the Contractor shall expend reasonable efforts to reach this content in the total value of their contracts with the District.

Additionally, the District will continue to partner with its Contractors to provide career learning opportunities for students, providing them exposure to various potential career paths, including, but not limited to, architecture, engineering and related services, legal and accounting services through programmatic involvement with the District's Career Pathways Program and Career Related Learning Experiences.

**13. NO WAIVER OF CONDITIONS:**

Failure of the Owner to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or waiver of any other default of the Contractor.



SECTION III – PUBLIC CONTRACTING RULES  
Solicitation No: RFP 19-0025

**1. REQUEST FOR CLARIFICATION OR CHANGE; SOLICITATION PROTESTS.** Pursuant to 137-049-0260:

- a. **Clarification.** Prior to the deadline for submitting a written request for change or protest, a Proposer may request that the District clarify any provision of the Solicitation. The District's clarification to a Proposer, whether orally or in Writing, does not change the Solicitation and is not binding on the District unless the District amends the Solicitation by Addendum.
- b. **Request for Change.**
  - i. **Delivery.** A Proposer may request in writing a change to the Specifications or Contract terms and conditions. A Proposer must deliver the Written request for change to the District by NOON ten (10) Days prior to Closing to the address listed on the Summary page. (Proposer is responsible for ensuring receipt by the District.)
  - ii. **Content of Request for Written Change:**
    - A. A Proposer's written request for change shall include a statement of the requested change(s) to the contract terms and conditions, including any Specifications, together with the reason for the requested change.
    - B. A Proposer shall mark its request for change as follows:
      - I. "Contract Provision Request for Change"; and
      - II. Solicitation number.
- c. **Protest.**
  - i. **Delivery.** A Proposer may protest Specifications or Contract terms and conditions. A Proposer must deliver a written protest on those matters to the District by NOON ten (10) Days prior to Closing;
  - ii. **Content of Protest.**
    - A. A Proposer's Written protest shall include:
      - I. A detailed statement of the legal and factual grounds for the protest;
      - II. A description of the resulting prejudice to the Proposer; and
      - III. A statement of the desired changes to the contract terms and conditions, including any Specifications.
    - B. A Proposer shall mark its protest as follows:
      - I. "Contract Provision Protest"; and
      - II. Solicitation number.
  - iii. **District Response.** The District is not required to consider a Proposer's request for change or protest after the deadline established for submitting such request or protest. The District shall provide notice to the applicable Person if it entirely rejects a protest. If the District agrees with the Person's request or protest, in whole or in part, the District shall either issue an Addendum reflecting its determination under OAR 137-49-0260 or cancel the Solicitation under OAR 137-49-0270.
- d. **Extension of Closing.** If the District receives a written request for change or protest from a Proposer in accordance with this Rule, the District may extend Closing if the District determines an extension is necessary to consider the request or protest and issue an Addendum, if any, to the Solicitation.

**2. PROPOSAL SUBMISSIONS.** Pursuant to OAR 137-049-0280:

- a. **Offer and Acceptance.** The submitted Proposal is the Proposer's offer to enter into a Contract.
  - i. The Offer is always a "Firm Offer," i.e., the Proposal shall be held open by the Proposer for the District's acceptance for sixty (60) days. The District may elect to accept the Proposal at any time during the specified period, and the District's Award of the Contract to a Proposer constitutes

SECTION III – PUBLIC CONTRACTING RULES  
Solicitation No: RFP 19-0025

acceptance of the Offer and binds the Proposer to the Contract.

- ii. Notwithstanding the fact that a competitive Proposal is a “Firm Offer” for the period specified above, the District may elect to discuss or negotiate certain contractual provisions, as identified in this solicitation document, with the Proposer. Where negotiation is permitted by the rules or this Solicitation Document, Proposers are bound to an obligation to negotiate in good faith and only on those terms that the rules or the Solicitation Document has reserved for negotiation.
- b. **Responsive Proposal.** The District may award a Contract only to a Responsible Proposer with a Responsive Proposal.
- c. **Contingent Proposals.** A Proposer shall not make a Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
- d. **Proposer’s Acknowledgement.** By signing and submitting a Proposal, the Proposer acknowledges they have read and understand the terms and conditions contained in the Solicitation and that they accept and agree to be bound by the terms and conditions of the Solicitation.
- e. **Instructions.** A Proposer shall submit and sign their Proposal in accordance with Section V.
- f. **Forms.** Proposers shall submit the form(s) required under Section V.
- g. **Documents.** Proposers shall provide the District with all documents and descriptive literature requested.
- h. **Facsimile Submissions.** The District will not accept facsimile.
- i. **Identification of Proposals.**
  - i. To ensure proper identification and handling, Proposals shall be submitted in a **sealed envelope/box/container** appropriately marked with the Proposer’s name and address **and the Solicitation number in large block numbers.**
  - ii. The District is not responsible for Proposals submitted in any manner, format or to any delivery point other than as required in the Solicitation.
- j. **Receipt of Proposals.**
  - i. Proposers are responsible for ensuring that the District receives their Proposal at the required delivery point prior to the closing due date and time, regardless of the method used to submit the Proposal. Proposals shall be mailed or hand delivered and received prior to the closing due date and time to the person indicated on the Summary page of this Solicitation, or designee, at the Beaverton School District Administration Center, Main Reception, 16550 SW Merlo Rd. Beaverton, OR 97003.
- k. Failure to submit Proposals in accordance with the provisions of this Section shall be grounds to declare the Proposal as nonresponsive.
- l. **Certification.** Proposers shall (on the Proposer Certification enclosed):
  - i. Identify whether the Proposer is or is not a "resident Proposer," as defined in ORS 279A.120(1);
  - ii. Indicate that the Proposer will comply with Prevailing Wage Laws ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq;
  - iii. Provide certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
  - iv. Provide written acknowledgment of receipt of all Addenda.

**3. PRE-CLOSING MODIFICATION OR WITHDRAWAL.** Pursuant to OAR 137-049-0320:

SECTION III – PUBLIC CONTRACTING RULES  
Solicitation No: RFP 19-0025

- a. **Modifications.** A Proposer may modify their Proposal in writing prior to the Closing. A Proposer shall prepare and submit any modification to its Proposal to the District in accordance with OAR 137-49-0280. Any modification must include the Proposer’s statement that the modification amends and supersedes the prior Proposal. The Proposer shall hand deliver or mail its modification and mark envelope as follows:
  - i. “Proposal Modification”; and
  - ii. Solicitation Number.
- b. **Withdrawals.**
  - i. A Proposer may withdraw its Proposal by Written notice submitted on the Proposer’s letterhead, signed by an authorized representative of the Proposer, hand delivered or mailed, and received by the District prior to the Closing. The Proposer or authorized representative of the Proposer may also withdraw its Proposal in Person prior to the Closing, upon presentation of appropriate identification and satisfactory evidence of authority;
  - ii. The District may release an unopened withdrawn Proposal to the Proposer or its authorized representative, after voiding any date and time stamp mark;
  - iii. The Proposer shall mark the Written request to withdraw a Proposal as follows:
    - A. Proposal Withdrawal; and
    - B. Solicitation Number.
- c. **Documentation.** The District shall include all documents relating to the modification or withdrawal of Proposals in the Solicitation file.

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

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

**10. MISTAKES:** Pursuant to OAR 137-049-0350:

- a. **Generally.** To protect the integrity of the competitive Procurement process and to assure fair treatment of Proposers, the District will carefully consider whether to permit waiver, correction or withdrawal of Proposals for certain mistakes.
- b. **District Treatment of Mistakes.** The District shall not allow a Proposer to correct or withdraw a Proposal for an error in judgment. If the District discovers certain mistakes in a Proposal after Opening, but before Award of the Contract, the District may take the following action:
  - i. The District may waive, or permit a Proposer to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Proposal, or an insignificant mistake that can be waived or corrected without prejudice to other Proposers. Examples of minor informalities include a Proposer's failure to:
    - A. Return the correct number of signed Proposals or the correct number of other documents required by the Solicitation Document;
    - B. Sign the Proposal in the designated block, provided a Signature appears elsewhere in the Proposal, evidencing an intent to be bound; and
    - C. Acknowledge receipt of an Addendum to the Solicitation Document, provided that it is clear on the face of the Proposal that the Proposer received the Addendum and intended to be bound by its terms; or the Addendum involved did not affect price, quality or delivery.
  - ii. The District may correct a clerical error if the error is evident on the face of the Proposal or other documents submitted with the Proposal, and the Proposer confirms the District's correction

SECTION III – PUBLIC CONTRACTING RULES  
Solicitation No: RFP 19-0025

in Writing. A clerical error is a Proposer's error in transcribing a portion of its Proposal. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item or a missing, or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Proposal). In the event of a discrepancy, unit prices shall prevail over extended prices.

- iii. The District may permit a Proposer to withdraw a Proposal based on one or more clerical errors in the Proposal only if the Proposer shows with objective proof and by clear and convincing evidence:
    - A. The nature of the error;
    - B. That the error is not a minor informality or an error in judgment;
    - C. That the error cannot be corrected or waived under Item 11.b.ii above;
    - D. That the Proposer acted in good faith in submitting a Proposal that contained the claimed error and in claiming that the alleged error in the Proposal exists;
    - E. That the Proposer acted without gross negligence in submitting a Proposal that contained a claimed error;
    - F. That the Proposer will suffer substantial detriment if the District does not grant the Proposer permission to withdraw the Proposal;
    - G. That the District's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the District or the public it represents; and
    - H. That the Proposer promptly gave notice of the claimed error to the District.
  - iv. The criteria in Item 11.b.iii above shall determine whether the District will permit a Proposer to withdraw its Proposal after Closing. These criteria also shall apply to the question of whether the District will permit a Proposer to withdraw its Proposal without forfeiture of its Proposal Security (or other Bid or Proposal bond/security) if any, or without liability to the District based on the difference between the amount of the Proposer's Proposal and the amount of the Contract actually awarded by the District, whether by Award to the next best Responsive and Responsible Proposer, or by resort to a new solicitation.
- c. **Rejection for Mistakes.** The District shall reject any Proposal in which a mistake is evident on the face of the Proposal and the intended correct Proposal is not evident or cannot be substantiated from documents submitted with the Proposal.
- d. **Identification of Mistakes after Award.** The procedures and criteria set forth above are the Proposer's only opportunity to correct mistakes or withdraw Proposals because of a mistake. Following Award, a Proposer is bound by its Proposal, and may withdraw its Proposal or rescind a Contract entered into pursuant to OAR 137 Division 49 only to the extent permitted by applicable law.
- a. **Availability of Solicitation Files.** The District shall make completed Solicitation files available for public review at the District.

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

The District may reject any Proposal upon finding it is in the District's best interest to do so.

**12. PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD.** Pursuant to OAR 137-049-0450:

- a. **Purpose.** An adversely affected or aggrieved Proposer shall exhaust all avenues of administrative review and relief before seeking judicial review of the District's Contractor selection or Contract Award decision.

SECTION III – PUBLIC CONTRACTING RULES  
Solicitation No: RFP 19-0025

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

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

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

SECTION IV – PUBLIC WORKS REQUIREMENTS  
Solicitation No: RFP 19-0025

**1. PUBLIC WORKS REQUIREMENTS:**

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

**2. REGISTRATION REQUIREMENTS:**

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

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

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

- a. The Contractor is required to pay workers prevailing wage rates for Region #2.
- b. If the Contractor fails to pay for labor and services, the District can pay and shall withhold these amounts from payments to the Contractor. OAR 839-025-0020(2)(a).
- c. The Contractor is required to pay weekly, holiday (including weekends) and daily overtime as required. OAR 839- 025-0020(2)(b).
- d. For this contract, the 'prevailing rate of wage' as published by the Oregon Bureau of Labor and Industries are the Prevailing Wage Rates for Public Works Contracts in Oregon effective July 1, 2019. The rates may be found at the following web site:  
[http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx) and are incorporated herein by this reference.

**4. BONDS: PERFORMANCE, PAYMENT AND PUBLIC WORKS.** Pursuant to OAR 137-049-0460:

**a. Performance and Payment Bonds.**

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

SECTION IV – PUBLIC WORKS REQUIREMENTS  
Solicitation No: RFP 19-0025

**b. Public Works Bond.**

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

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

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

**5. SUBSTITUTE CONTRACTOR.** Pursuant to Oar 137-049-0470:

If the Contractor provided a performance bond, the District may afford the Contractor's surety the opportunity to provide a substitute Contractor to complete performance of the Contract. A substitute Contractor must perform all remaining contract Work and comply with all terms and conditions of the Contract, including the provisions of the performance bond and the payment bond. Such substitute performance does not involve the Award of a new Contract and shall not be subject to the competitive procurement provisions of ORS Chapter 279C.

**6. FOREIGN CONTRACTOR.** Pursuant to OAR 137-049-0490:

If the Contract Price exceeds \$10,000 and the Contractor is a Foreign Contractor, the Contractor shall promptly report to the Oregon Department of Revenue on forms provided by the Department of Revenue, the Contract Price, terms of payment, contract duration and such other information as the Department of Revenue may require before final payment can be made on the Contract. A copy of the report must be forwarded to the District. The District shall satisfy itself that the above requirements have been complied with before it issues final payment on the Contract.

**7. CERTIFIED PAYROLL WITHHOLDING:** Pursuant to ORS 279C.845:

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

SECTION IV – PUBLIC WORKS REQUIREMENTS  
Solicitation No: RFP 19-0025

**8. DRUG TESTING REQUIREMENTS:**

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

**9. OTHER TERMS AND CONDITIONS:**

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

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



## SECTION IV – PUBLIC WORKS REQUIREMENTS

Solicitation No: RFP 19-0025

- n. Abide by time limitation on claims for overtime (ORS 279C.545);
- o. Pay prevailing wage rates, including subcontractors (ORS 279C.800 to 279C.870);
- p. File required BOLI Public Works bond(s), including subcontractors (ORS 279C.830(2))
- q. Follow Retainage rules (ORS 279C.550 to 279C.570);
- r. Abide by prompt payment policy, progress payments, rate of interest (ORS 279C.570);
- s. Maintain relations with subcontractors (ORS 279C.580);
- t. Make notice of claim (ORS 279C.605);
- u. Provide Affidavit of Compliance with the Oregon tax laws in accordance with ORS 305.385;
- v. Certify that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction Work) will be registered with the Construction Contractors Board, licensed by the State Landscape Contractors Board in accordance with ORS 701.021 to 701.050, or licensed under ORS 468A.720 (Air Quality), if required, before the subcontractors commence Work under the Contract.
- w. Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the District's prior Written consent. Unless otherwise agreed by the District in Writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the District consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the District for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the District otherwise agrees in Writing.

SECTION V – RESPONSE AND EVALUATION  
Solicitation No: RFP 19-0025

**1. GENERAL INFORMATION:**

This section prescribes the mandatory submission format for the presentation of an Offer in response to this Solicitation. The purpose of the submission format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each Offer.

**2. OFFER FORMAT:**

- a. Proposers must submit:
  - i. One (1) complete Electronic copies of Proposals provided in PDF format supplied on a USB Flash Drive (preferred), CD or DVD:
    - A. One (1) **complete** electronic copy
    - B. One (1) copy of the Proposal **omitting** the Price Schedule
    - C. One (1) copy of the Price Schedule
  - ii. Hard copies shall utilize a font size no smaller than 10-point size on 8 ½ x 11 size pages. Spreadsheets may be on 11x17 and folded to fit the binding.
- b. To facilitate filing, Proposals should be in Binders.
- c. Brochures or other promotional presentations beyond that sufficient to present a complete and effective Proposal are not desired. Elaborate art work, expensive paper, and expensive visuals are not necessary.
- d. Concise and direct answers are encouraged.
- e. Failure to submit Proposals in accordance with the provisions of the Solicitation shall be grounds to declare the Proposal nonresponsive. Failure to provide any information requested in the Solicitation may result in rejection of the Proposal.

**3. REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS:** See Attached Proposal Submission Checklist

**4. DETAILED PROPOSAL CONTENT REQUIREMENTS:**

Proposers must provide a reply to each of the following items. The Proposer Certification Form (see Attachments) shall be completed and submitted as the cover of the Proposer's response. Proposers are cautioned to provide in their proposals as much detail as possible pertaining to their capabilities and experience in providing the services requested in this Solicitation. Do not assume the District has any prior knowledge of the Proposer. Provide a brief but concise response to each of the following criteria areas.

Proposers shall present a proposal containing the specific information requested, in the order listed below, and submit all attachments as required, in the order listed below:

**a. Firm's construction experience and qualifications**

- i. Provide a brief description of your firm's history and its capabilities. Include annual volume figures for the past five years and current bonding capacity.
- ii. Provide a general description of your firm's safety and drug and alcohol programs, as well as your most recent Worker's Compensation Insurance experience modifier.
- iii. Provide a listing, in chronological order and in chart format, of your firm's last completed projects of approximately \$25 million or more (provide a list of at least 3). Information on these projects should include the following:
  - A. Name of the Owner, contact person, and current phone number.
  - B. The architect, contact person, and current phone number.

SECTION V – RESPONSE AND EVALUATION  
Solicitation No: RFP 19-0025

- C. Location of the project and completion date.
- D. A brief description of the job.
- E. Final contract amount and total amount of change orders.
- F. Total project claims going to litigation/arbitration.

**b. Staffing: Personnel construction experience, qualifications, and project commitment**

- i. Provide a project organization chart showing your proposed staff for this job, including all professional staff in the following areas: project management, corporate oversight and administration, engineering and estimating, and onsite construction supervision.
- ii. Include resumes for all individuals listed in the chart. Indicate the proposed percentage that each person will work on this project during Phase 1 and Phase 2 of the project. The resumes must include each individual's education, work history, length of tenure with the firm, and prior experience with similar projects and any experience working with public or private sector D-B GMP jobs.
- iii. For those individuals that are not full time, describe how and when they will work on the project, as well as which other project responsibilities fill their time. Additionally, describe the prior experience, if any, of the team members working with each other on project (be specific) and what roles they will fill on the proposed team for this project.
- iv. By listing individuals in the proposal, the firm guarantees that these individuals will be available to work on the project at the approximate percentages shown. Beaverton School District reserves the right to approve or reject any changes to the proposed personnel. Beaverton School District further reserves the right to request a substitution of personnel if deemed to be in the best interest of the District.

**c. K-12 School Experience**

- i. Provide a listing, in chronological order and in chart format, of your firm's experience specifically with new K- 12 school construction including any remodel/renovation work. Information about the project should follow the format and include the same information required above.

**d. D-B and Value Engineering experience and plan**

- i. Provide a listing of experience with D-B GMP projects for the public sector. The listing should follow the format described in the previous section, but should include both the GMP, and the final Cost of the Work for each project. (If the Proposer's public D-B GMP experience is limited, experience with pure CM, or D-B GMP for the private sector may be discussed).
- ii. Describe your firm's methodology and experience with Value Engineering including particularly successful experience and/or unique services in this area. Identify the project for each experience described. Outline a plan for performing this service with the Project Team.

**e. Proposed approach**

- i. Describe how your firm will approach the construction management aspect of this project. How will you ensure that the District's needs are adequately met? Describe your management information controls, forms, and/or procedures proposed for this project.
- ii. Describe your firm's knowledge and experience with the labor market and building conditions in the Portland/Beaverton metropolitan area.

SECTION V – RESPONSE AND EVALUATION  
Solicitation No: RFP 19-0025

- iii. Describe your firm’s overall plan to complete the project within the schedule. At a minimum, discuss your firm’s planning, scheduling, phasing, and project monitoring skills and processes.
- iv. Describe your firm’s job costing procedure and how you will keep the District apprised of project costs.
- v. Describe your firm’s process for managing change orders and claims, including efforts to minimize both.
- vi. Equity/MWESB Utilization/Apprenticeships
  - A. Describe your approach to promoting participation in the project on the part of minority, women, and emerging small business enterprises.
  - B. Describe your firm’s approach to outreach and other efforts to create an apprenticeship program that reflects the diversity of the Portland/Beaverton metropolitan area.
  - C. Describe your firm’s approach to promoting apprenticeship programs in the building trades and how those will support District Goals.

**f. References**

Provide seven (7) professional references from at least five (5) similar projects (D-B projects should be identified), including the project name, the name of the design team members for who this reference is relevant, a contact name and phone number. At least two of these references shall be subcontractors. At least two of these references shall be Owners. At least two of these references must be the respective projects’ architects. Every key project team member listed above must be represented in at least two of these references.

**g. Fees and Compensation**

- i. Provide a lump-sum cost for Phase 1 services. Should the District enter into a contract for Phase 2 with your firm, will this cost for Phase 1 services become a part of your fee quoted in the following section? Refer to the sample contract for guidelines on items permitted within the Phase 1 fee.
- ii. Provide your fee, as a percentage of the estimated construction cost of \$6.93 million, for which your firm would contract to perform Phase 2 services. Provide an hourly rate sheet for your proposed firm’s staffing for managing and performing the construction.

**5. SELECTION OVERVIEW:**

- a. The Request for Proposal competitive procurement approach has been utilized on numerous public projects. The selection process will be conducted in a fair and impartial manner, where several qualified individuals will evaluate proposals and presentations. The selection has three major parts:
  - i. Proposal evaluation and ranking
  - ii. Interviews and selection
  - iii. Contract negotiation.
- b. Work is divided into two phases:
  - i. Phase 1 is Design Assistance
  - ii. Phase 2 is Construction
- c. The District has established a construction project budget of approximately \$6.93 million covering the period of construction. At the conclusion of the design development phase, the D-B will provide a Guaranteed Maximum Price with detailed backup that is consistent with budget and a construction schedule that meets the District’s requirements. If an acceptable GMP can be agreed upon, the District

SECTION V – RESPONSE AND EVALUATION  
Solicitation No: RFP 19-0025

will enter into a contract with the D-B for Phase 2. If no agreement can be reached, the D-B will be compensated for the Phase 1 effort, and the District may enter negotiations with the next ranked firm.

- d. During Phase 1, the CM/CG will work with the Project Team, and the work will be performed for a lump-sum fee. Following submittal of the GMP, it is the intention of the District to enter into a final Contract with the selected D-B, which will include a Fixed Fee based on a percentage of direct costs, for all work through construction and completion of the project.
- e. If the District is unable to successfully agree upon contract terms for the entire project with the selected D-B, the District reserves the right, in the exercise of its sole discretion, to re-open the selection process by entering into a Contract with the next ranking finalist. The District reserves the right to reject any or all proposals.

**6. EVALUATION CRITERIA:**

Responsive Proposals will be measured according to the following:

PROPOSAL CONTENT REQUIREMENT	Maximum Points Possible
Firm’s/Personnel’s construction experience and qualifications	15
K-12 & CM/GC Experience	15
Proposed approach	40
References	10
Fees and Compensation	20
<b>PROPOSAL CONTENT SUB-TOTAL</b>	<b>100</b>
<b>Interview – (If Required)</b>	
<b>Interview</b>	50
<b>INTERVIEW SUB-TOTAL</b>	<b>50</b>
<b>COMBINED TOTAL</b>	<b>150</b>

**7. EVALUATION COMMITTEE:**

The Proposals will be evaluated by the Evaluation Committee consisting of not less than three (3) knowledgeable individuals (Evaluators) representing the District, the Architect, and/or the general public, to review, evaluate and score Proposals according to the evaluation criteria set forth in this Solicitation. The District may assign certain Evaluators to evaluate specific Proposal categories in keeping with the Evaluators’ area of expertise. Working as a Committee or independently (at the discretion of the District) with copies of the written proposals, the Evaluators will independently assign scores to each Proposal received in accordance with the evaluation criteria defined herein. Evaluators will utilize the criterion (as objectively as possible) to measure the merit of each Proposal received in accordance with the subjective evaluation criteria to determine which Proposals(s) will provide the District with the most advantageous and best overall value. The District, at its sole discretion, will select that firm which in its judgment best meets the interests of the District. The recommendations of this committee will be a consensus and will be final.

SECTION V – RESPONSE AND EVALUATION  
Solicitation No: RFP 19-0025

**8. INTERVIEW:**

- a. The top ranked firm(s), at the discretion of the District, will be invited to interview. The District will provide written notice to all Proposers of those Proposers the District decides to interview. The interview process will be used to supplement and clarify the information contained in the proposal.
- b. Based upon the proposal scoring, as modified by the interview, the firms will be given final ranking by the evaluation committee.
- c. Such interviews/presentations will be at the Proposer's expense.
- d. Interview format will be provided to the firms being selected for an interview.

## PROPOSAL SUBMISSION CHECKLIST

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

### \_\_\_\_ REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS

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

- \_\_\_\_ PROPOSER CERTIFICATION. (Attachment A) This serves as the cover sheet for your Proposal.
- \_\_\_\_ AFFADAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment B)
- \_\_\_\_ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment C)
- \_\_\_\_ PROPOSER RESPONSIBILITY FORM – All Pages. (Attachment D)
- \_\_\_\_ PROPOSER REFERENCE FORM – Include the # specified on the form. (Attachment E)
- \_\_\_\_ PROPOSER FEES AND COMPENSATION FORM (Attachment F)
- \_\_\_\_ DETAILED PROPOSAL CONTENT REQUIREMENTS as outlined in SECTION V Paragraph 4.

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The Proposer is **encouraged** to use the following attachment to identify their Proposal, it is provided for the Proposer's convenience and is **not** required.

ATTACHMENT G                      Sealed Proposal Label

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

ATTACHMENT H                      Costs for General Conditions Work Matrix

ATTACHMENT I                      Sample AIA A133 Contract (modified) and AIA A201 General Conditions (modified)

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

**PROPOSER CERTIFICATION**

\_\_\_\_\_  
(Proposer)

\_\_\_\_\_  
(physical address)

\_\_\_\_\_  
(city, state, zip)

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

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

4. The Proposer agrees to execute the formal Contract within five (5) days from date of Notice of Acceptance of this Proposal, and in the case the undersigned fails or neglects to execute the Contract and the undersigned is considered having abandoned the Contract by the Owner, the proposal security, if any, will be forfeited.
5. The Proposer acknowledges that he or she that signs this Certification is fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.
6. The Proposer certifies that Proposer has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal.
7. The Proposer is registered with the Construction Contractors Board, or is licensed by the State Landscape Contractors Board. License Number\_\_\_\_\_. (The District will not receive or consider a Proposal for a Public Improvement unless the Proposer is registered with the Construction Contractors Board, or is licensed by the State Landscape Contractors Board).
8. The Proposer, pursuant to ORS 279A.120(1), (check one) is\_\_\_\_\_/is not\_\_\_\_\_a resident Proposer. If not, indicate State of residency\_\_\_\_\_.



9. The Proposer certifies that the required Statutory Public Works Bond has been filed with the Construction Contractor’s Board.
10. The Proposer agrees to be bound by and will comply with the provisions of Prevailing Wage Laws ORS 279C.800 through ORS 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq., if applicable).
11. The Proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns in obtaining any required subcontract.
12. The Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.
13. Any Proposal of a contractor or subcontractor listed on BOLI’s List of Ineligibles will be rejected.
14. The Proposer acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

<u>Addendum Number</u>	<u>Date</u>	<u>Addendum Number</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(print/type)

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

**AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS**

\_\_\_\_\_  
(Proposer)

I state that:

- (1) The correct taxpayer identification numbers are:  
A. Federal Employer ID Number (EIN): \_\_\_\_\_ B. Employer’s Oregon ID Number: \_\_\_\_\_
- (2) Proposer is not subject to backup withholding because (i) Proposer is exempt from backup withholding, (ii) Proposer has not been notified by the IRS that Proposer is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Proposer that Proposer is no longer subject to backup withholding;
- (3) The price(s) and amount of this Proposal shall be arrived at independently and without consultation, communication or agreement with any other Supplier, Proposer or potential Proposer, except as disclosed on the attached appendix.
- (4) That neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, shall be disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Contract award.
- (5) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this Solicitation, or to submit any noncompetitive Proposal or other complementary Proposal.
- (6) The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
- (7) \_\_\_\_\_ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

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

\_\_\_\_\_  
(Affiant’s Signature)

STATE OF OREGON

County of \_\_\_\_\_

Signed and sworn to before me on \_\_\_\_\_ by \_\_\_\_\_  
(date) (Affiant’s name)

Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

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

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

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Proposer Name (signature)

---

Proposer Name (printed)

---

Proposer Title (printed)

---

Entity/Company Name (printed)

---

Date

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

**DECLARATION AND SIGNATURES**

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of authorized official)

Name: \_\_\_\_\_  
(Please type or print)

Title: \_\_\_\_\_  
(Please type or print)

For: \_\_\_\_\_  
(Firm’s name) (Please type or print)

CCB#: \_\_\_\_\_

**Instructions**

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

**CURRENT CONTRACTS IN FORCE**

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

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

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

**LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS**

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

**RELIABILITY**

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

If “yes”, explain.

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

If “yes,” explain.

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

If “yes,” explain.

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Has your company or any employee or agent of your company been convicted under state or federal antitrust laws?  Yes.  No.

If “yes,” explain.

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

If “yes,” explain.

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**FINANCIAL RESOURCES**

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

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

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

If “yes,” explain.

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

If “yes,” explain.

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

If “yes,” explain.

(Include court, case number and party names.) \_\_\_\_\_

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

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

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Have you or any of your affiliates discontinued business operation with outstanding debts?  Yes.  No.

If “yes,” explain.

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SECTION VI – ATTACHMENTS  
 ATTACHMENT D  
 Solicitation No: RFP 19-0025

**KEY PERSONNEL**

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

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

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

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

**PROPOSER REFERENCE FORM**

**PROPOSER REFERENCE FORM FOR** \_\_\_\_\_  
(Insert Name of Proposer)

*Proposer shall provide seven (7) references and shall use a separate copy of this form for each reference.*

Date(s) Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name(s) of Project(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Value of Project(s): \$ \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Method: Subjective Evaluation

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

**PROPOSER FEES AND COMPENSATION FORM**

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

**Phase 1 Services:** \$ \_\_\_\_\_

**Fee for Phase 2 Services\*:** \_\_\_\_\_ %

\*This percentage will be multiplied by \$6.93 million for proposal evaluation purposes

Should the District enter into a contract for Phase 2 services with your firm, specify the cost for Phase 1 services that will become a part of your fee quoted for Phase 2 services? \$ \_\_\_\_\_

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

Name (print): \_\_\_\_\_

Title (print): \_\_\_\_\_

**SEALED PROPOSAL LABEL**

**SEALED PROPOSAL ENCLOSED**

DELIVER TO:

Beaverton School District  
Main Reception  
16550 SW Merlo Road  
Beaverton, Oregon 97003

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**SEALED PROPOSAL # 19-0025**

**PROPOSALS MUST BE RECEIVED NO LATER THAN: August 13, 2019**

FOR: CM/GC for Highland Park HVAC Upgrades and  
Whitford HVAC Upgrades and Roof Replacement

PROPOSER: \_\_\_\_\_

Please attach label to outside of Proposal package.



SECTION V - ATTACHMENTS  
ATTACHMENT H

**COSTS FOR GENERAL CONDITIONS WORK MATRIX**

Direct Costs/GC Work Costs Matrix

Description	Unit	Unit Price	Construction Costs Paid by Owner		Costs Included in CM/GC Fee	Misc. Costs Paid by Owner
			Direct Cost of the Work	General Conditions Work		
<b>PROJECT STAFFING/LABOR</b>						
1 Principal In Charge	Hr.				X	
2 Project Executive (for project specific time only)					X	
3 Senior Project Manager (for project specific time only)				X		
4 Project Manager				X		
5 General Superintendent					X	
6 Project Superintendent				X		
7 Site/Area Superintendents				X		
8 Project Engineers				X		
9 Field Engineers				X		
10 General Foreman				X		
11 Working Foreman for Direct Cost of the Work			X			
12 Working Foreman for General Conditions Work				X		
13 Project Admin (in support of site personnel)				X		
14 Estimator				X		
15 Scheduler				X		
16 BIM Manager				X		
17 MEP Coordinator				X		
18 LEED Coordinator				X		
19 Safety Coordinator (site based)				X		
20 Detailer for Direct Cost of the Work			X			
21 Detailer for General Conditions Work				X		
22 Wages (including labor burden) for D-B self-performed work associated with Direct Cost of the Work			X			
23 Wages (including labor burden) for D-B self-performed work associated with General Conditions Work				X		
24 Wages (including labor burden) for all other D-B staff not specifically identified within this matrix					X	
25 All Sick Leave					X	
26 All Vacation Time					X	
27 All Disability Leave					X	
28 Subcontracts associated with Direct Cost of the Work			X			
29 Subcontracts associated with General Conditions Work				X		
30 All other subcontracts unless approved otherwise by District					X	
<b>SUB-TOTAL</b>						

<b>JOBSITE OFFICE &amp; EXPENSES</b>						
31 Office Trailer Rental	Month			X		
32 Jobsite Office material costs and expendables				X		
33 District & A/E Temp Office Rental (Furnished by D-B)				X		
34 Office Furniture/Equipment				X		
35 Computers, Printers, Copiers, Software, and other IT equipment/systems					X	
36 Plans & Specifications for sub bidding				X		
37 Plans & Specifications for day-to-day job operations				X		
38 As-builts				X		
39 Warranties				X		
40 Public Notices				X		
41 Publications/Advertisements				X		
42 Postage/FedEx				X		
43 Project Photos				X		
44 Drinking water, Coffee/Tea, Ice, Cups, Snacks, Pop, etc.				X		
45 Petty Cash				X		
46 Office Supplies				X		
47 Storage Trailer rental				X		
<b>SUB-TOTAL</b>						

SECTION V - ATTACHMENTS  
 ATTACHMENT H

**COSTS FOR GENERAL CONDITIONS WORK MATRIX**
**Direct Costs/GC Work Costs Matrix**

Description	Unit	Unit Price	Construction Costs Paid by Owner		Costs Included in CM/GC Fee	Misc. Costs Paid by Owner
			Direct Cost of the Work	General Conditions Work		
<b>INSURANCE &amp; BONDS</b>						
48 Insurance GL (in accordance with District contract only)	Imp		X			
49 Builder's Risk	Imp		X			
50 General Contractor Bond	Imp			X		
51 Subcontractors Bonds	Imp		X			
<b>SUB-TOTAL</b>						
<b>PERMITS</b>						
52 Demolition/Haz Mat/Haul Permit			X			
53 Noise Permit			X			
54 Grading Permit						X
55 Foundation Permit						X
56 Building Permit						X
57 Tree Permit			X			
<b>SUB-TOTAL</b>						
<b>TEMPORARY FACILITIES &amp; UTILITY EXPENSES</b>						
58 Mobilization/Demobilization				X		
59 Project Signage				X		
60 Temporary telephone/internet connection				X		
61 Temporary/Haul Roads and Work Pads				X		
62 Temporary Utility bills				X		
63 Temporary Toilets				X		
64 Temporary Water				X		
65 Temporary Fencing				X		
66 Temporary Enclosures (Inc. covered walkways & lights)				X		
67 Temporary Stairs				X		
68 Temporary Power & Equipment				X		
69 Temporary HVAC Service & Equipment				X		
70 Temporary Storage Facilities				X		
71 Temporary Road				X		
72 Weather Protection				X		
<b>SUB-TOTAL</b>						
<b>PROFESSIONAL &amp; VARIOUS SERVICES</b>						
73 Soil Report						X
74 Testing and Inspections						X
75 Facility Training				X		
76 Value Engineering				X		
77 Legal					X	
78 Photography				X		
79 Computer					X	
80 CPM					X	
81 Layout & Surveying				X		
82 Accounting/Data Processing					X	
83 Engineering					X	
<b>SUB-TOTAL</b>						

**COSTS FOR GENERAL CONDITIONS WORK MATRIX**
**Direct Costs/GC Work Costs Matrix**

Description	Unit	Unit Price	Construction Costs Paid by Owner		Costs Included in CM/GC Fee	Misc. Costs Paid by Owner
			Direct Cost of the Work	General Conditions Work		
<b>SAFETY &amp; SITE SECURITY</b>						
84 Safety meeting & Stand-downs				X		
85 Safety Treatments & Arrangements				X		
86 Safety equipment for D-B personnel. Subs provide own in COW				X		
87 First Aid Kits & supplies for D-B personnel. Subs provide own in COW.				X		
88 Safety railing and nets				X		
89 Safety Signage				X		
90 Hard Hats, Goggles, Gloves, etc.				X		
91 Security				X		
92 Flagging/Traffic control				X		
93 Opening Protection				X		
94 Barricades & Lights				X		
95 Walkie Talkies				X		
<b>SUB-TOTAL</b>						
<b>POLLUTION CONTROL</b>						
96 Dust Control				X		
97 Noise Control				X		
98 Erosion Control				X		
99 Pollution Control				X		
<b>SUB-TOTAL</b>						
<b>TRANSPORTATION, HANDLING, CONVEYANCE &amp; FREIGHT</b>						
100 Project Vehicle Rental	Day			X		
101 Project Vehicle Fuel/Maintenance				X		
102 Parking/Shuttles				X		
103 Personal Vehicle Mileage				X		
104 Man-lift Materials and Rental				X		
105 Man-lift Erect/Dismantle				X		
106 Man-lift Operator				X		
107 Crane Rental				X		
108 Forklifts				X		
109 Freight & Transport Costs (Inc. manpower, Overseas Freight, Inland Trucking, Customer Clearance, Brokerage Fee)				X		
110 Trash Chute				X		
111 Miscellaneous Hauling & Errands				X		
112 Material Handling & Distribution				X		
113 Dump Permits/Fees				X		
114 Trash Removal/Hauling				X		
<b>SUB-TOTAL</b>						



SECTION V - ATTACHMENTS  
 ATTACHMENT H

**COSTS FOR GENERAL CONDITIONS WORK MATRIX**
**Direct Costs/GC Work Costs Matrix**

Description	Unit	Unit Price	Construction Costs Paid by Owner		Costs Included in CM/GC Fee	Misc. Costs Paid by Owner
			Direct Cost of the Work	General Conditions Work		
<b>EQUIPMENT &amp; RENTALS &amp; MAINTENANCE</b>						
115	Material & Equipment related to Direct Cost of the Work		X			
116	Rental-Contractor Owned Equip (less than \$2000 will be purchased)		X			
117	Flatbed Truck Rental/Operation			X		
118	Flatbed Fuel/Maintenance			X		
119	Mobile Crane			X		
120	Tower Crane			X		
121	Tower Crane Foundation			X		
122	Man hoist			X		
123	Man hoist Foundation			X		
124	Truck			X		
125	Forklift			X		
126	Generators			X		
127	Pumps			X		
128	Fuel			X		
129	Maintenance			X		
130	Water Truck (for general site maintenance)			X		
131	Air Compressor (for general maintenance)			X		
132	Water Pumping Equipment			X		
133	Other Dewatering Equipment			X		
134	Equipment Rental- Third Party			X		
	<b>SUB-TOTAL</b>					
<b>SMALL TOOLS</b>						
135	Small Tools & Maintenance (less than \$2000 will be purchased)				X	
	<b>SUB-TOTAL</b>					
<b>CLEAN UP</b>						
136	Periodic Cleanup				X	
137	Final Cleanup				X	
138	Rubbish Service				X	
	<b>SUB-TOTAL</b>					
<b>MISCELLANEOUS &amp; OTHER</b>						
139	Travel, Hotel, Per Diem and related Costs for District requested travel				X	
140	Travel, Hotel, Per Diem and related Costs for site based staff				X	
141	Bonuses					X
142	Warranty					X
143	Entertainment					X
144	Company Meeting					X
145	Company Sponsored Party					X
146	Corrective Work not due to Contractor Fault					X
147	All Other Corrective/Non-Conforming Work					X
	<b>SUB-TOTAL</b>					
	<b>PROJECT TOTAL</b>					

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