

REQUEST FOR PROPOSAL
for
B-17 HANGAR RENOVATION
EASTERN OREGON REGIONAL AIRPORT

**CONSTRUCTION MANAGER / GENERAL
CONTRACTOR SERVICES**
for the
CITY OF PENDLETON, OREGON



RFP Issued: January 31, 2024

Non-Mandatory Pre-Proposal Meeting: February 15, 2024 @ 11:00am (PDT)

Proposal/Qualifications Due: March 7, 2024 @ 11:00am

City of Pendleton

Request for Proposals

For

B-17 Hangar Renovation

Eastern Oregon Regional Airport

Construction Manager / General Contractor (CM/GC) Services

The City of Pendleton is seeking Proposals from qualified Contractors to assist with CM/GC services related to design and construction of the B-17 Hangar Renovation at the Eastern Oregon Regional Airport. The work will include 30%, 60%, and 90% design review and cost estimates; coordination with City's Engineering and Airport Administration, providing a maximum guaranteed price at 90% design; for construction of the B-17 Hangar Renovation at the Eastern Oregon Regional Airport.

Copies of the Request for Proposals are on file and may be obtained free of charge from the Public Works office, by calling 541.966.0202, by email at jutta.haliewicz@ci.pendleton.or.us, or on the City's webpage at: <http://pendleton.or.us> under the "Business" tab, then click "Bids and RFPs" .

Non-mandatory 1 hour pre-proposal conference will be held on **Thursday February 15, 2024 at 11:00 am**, local time, in the B-17 Hangar at the Eastern Oregon Regional Airport 4529 NW A Ave, in Pendleton. Pre-proposal conference will provide an overview of the project. A site visit will follow the conference.

All Proposals must be received no later than **11:00 a.m. (PDT) on March 7, 2024**. Proposals not received by that time will be returned unopened. All proposals shall be submitted in sealed envelopes and plainly marked on the outside as "Request for Proposals – B-17 Hangar Renovation Eastern Oregon Regional Airport CM/GC Services and bear the name of the Proposer.

The City may reject any Proposal not in compliance with all prescribed public contracting procedures and requirements and may reject any or all Proposals upon a finding by the City that it is in the public's interest to do so.

Published:

February 3, 2024

City of Pendleton

Request for Proposals

for the

B-17 Hangar at the Eastern Oregon Regional Airport

CM/GC Services

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1. PROJECT BACKGROUND

The Eastern Oregon Regional Airport has been awarded a State of Oregon “Center for Innovation Excellence” (CIE) designation, and the Airport would like to renovate a portion of a 1940’s era hangar to be the headquarters of the CIE.

Existing B-17 Hangar Summary:

The existing hangar is a 33,000 square foot single-story building with two partial second floor areas on the North and South sides. This project will renovate approximately 2,200 square feet on the Southeast corner First Floor.

Construction History of Existing B-17 Hangar:

The original building was constructed in 1942 as part of the Pendleton Air Base in World War II. There have been minor non-structural improvements made by different tenants throughout the years.

B-17 Hangar Renovation

The Airport has identified \$350,000 in grant funding for this project. The B-17 Hangar Renovation scope of work will address construction of CIE office and workshop space primarily located in the Southeast portion of the hangar building. The renovation work in the facility will be identified in the following categories:

- A. Utility Improvement / Connections
- B. Building Envelope
- C. Life Safety / ADA / Code Improvements
- D. Interior Finishes
- E. Mechanical Systems
- F. Electrical / Lighting / Information Technology
- G. Exterior Façade Schematic Design Renovation

This renovation project will have a final scope of work determined in collaboration with the City of Pendleton, Eastern Oregon Regional Airport Staff, and the selected CM/GC.

City staff and City Council also recognized the value of a Construction Manager / General Contractor for this project. City Council approved moving forward with CM/GC services under the requirements of Oregon Revised Statute (ORS) 279C.355. Upon completion of construction, City will have to produce a report with findings supporting the project provided substantial cost savings and other substantial benefits to the City. City will need successful CM/GC and the Design Team to assist with analysis and conclusions regarding actual cost savings, if any, in the evaluation required under ORS 279C.355.

With a Proposal date of **March 7, 2024**, the City reserves the right to interview the top two Proposers the week of **March 11, 2024**. City staff’s Notice of Intent to Award will be issued on or before **Friday March 22, 2024**. City desires to have a CM/GC approved at the City Council meeting held at 7:00 pm on **Tuesday, April 2, 2024**. The first initial task of the successful CM/GC will be to meet with the Design Team and Owner to begin the process of reviewing the preliminary design scope of work and provide initial budget estimates to further define the Scope of Work and total project budget. After a project Scope of Work and budget is established and approved by the Owner, the CM/GC will be required to provide cost estimates at 30% construction document (CD) and 60% CDs. After the cost estimate is developed for the 60% CDs, the successful CM/GC will provide a guaranteed maximum price for City Council approval based on the 90% CDs.

Successful CM/GC will then construct the identified project scope of work in coordination with the City and the Design Team. City desires CM/GC Proposer to work with the Design Team on efficiencies for construction and cost considerations.

2. GENERAL INFORMATION

Contract documents associated with this RFP will be the American Institute of Architects (AIA) A133 – Standard Agreement Between Owner and Construction Manager as Constructor and AIA A201 – General Conditions of the Contract for Construction, samples attached for reference. Order of precedence: in case of any difference between the RFP and the contract documents, the contracts shall govern.

Proposer must have a current, valid certificate of registration issued by the Construction Contractors Board at the time the Proposal is submitted; otherwise, the City shall consider a Proposer non-responsive and shall reject the proposal pursuant to Oregon Administrative Rule 137-049-0230.

Pre-proposal meeting attendance is not required for submittal of a Proposal. Statements made by the City or Design Team representatives at the pre-proposal meeting do not change the RFP unless the City confirms such statements with a written addenda.

The city may change the RFP solicitation only by written addenda. Proposers shall provide acknowledgement of receipt of all issued addenda with its Proposal by providing the signed addenda form with the submitted Proposer Certification form (see Enclosures section). The city shall notify all known interested Proposers of addenda by email. Addenda shall also be posted and made available for download from City's website at Pendleton.or.us under the "Business" tab, then click "Bids and RFPs". Proposers securing the RFP from the City's website are to contact the Public Works office, 541.966.0202, to place themselves on the RFP holder list to receive and confirm all written addenda and include such addenda with their Proposal submittal.

IT IS THE PROPOSER'S RESPONSIBILITY TO MAKE INQUIRY OF ISSUED ADDENDA.

Unless a different deadline is set forth in an addendum, a Proposer may submit a written request for change or protest to the addendum by the close of the City's next business day after issuance of addendum, or the last day allowed to submit a request for change or protest under OAR 137-049-0260, whichever date is later. The city shall consider only a Proposer's request for change or protest to the addendum, not to matters not added or modified by the addendum.

Clarification may be requested in writing prior to the deadline for submitting a written change or protest. The clarification may be for any provision of the RFP document. The City's clarification to a Proposer, whether orally or in writing, does not change the RFP and is not binding on the City unless the City amends the RFP by addendum.

Request for change may be done in writing to the Specifications or contract terms and conditions. Proposer must deliver the written request for change **by 11 am on Monday March 4, 2024** to Wayne Green, Airport Engineer, 500 SW Dorion Avenue, Pendleton, Oregon 97801 or wayne.green@ci.pendleton.or.us. Proposer is responsible for ensuring receipt by the Airport Engineer. Content shall include a statement of the requested change(s) to the contract terms and conditions, including Specifications, together with the reason for the change. Proposer shall mark its request for change with "Contract Provision Request for Change."

Protest may be done in writing for the Specifications or contract terms and conditions. Proposer shall deliver a written protest on those matters to Wayne Green, Airport Engineer, 500 SW Dorion Avenue, Pendleton, Oregon 97801 or wayne.green@ci.pendleton.or.us , **by noon on Friday March 29, 2024**. The proposer is responsible for ensuring receipt by the Airport Engineer. Content shall include a detailed statement of the legal and factual grounds for the protest; a description of the resulting prejudice to the Proposer; and a statement of the desired change to the contract terms and conditions, including any Specifications. Proposer shall mark its request for protest with "Contract Provision Protest."

The city is not required to consider a Proposer's request for change or protest after the submittal deadline. The city shall provide notice to the applicable Proposer if it entirely rejects a protest. If the City agrees with a Proposer's request or protest, in whole or in part, City shall either issue an addendum reflecting its determination under OAR 137-049-0260 or cancel the RFP under OAR 137-049-0270. City may extend the RFP closing if the City

determines an extension is necessary to consider the request or protest and issue an addendum, if any, to the RFP.

BOLI/PWR Requirements: For each City Project, all contractors and subcontractors will abide by the most current 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 & Industries (BOLI) and will abide by all amendments, decisions, and related regulations of these agencies. Contractor is required to pay workers prevailing wage rates for this region through the Project contract period. The BOLI /PWR publication is hereby incorporated by reference and can be viewed at http://www.oregon.gov/BOLI/WHD/PWR/Pages/pwr_state.aspx.

Public Works Bond: Contractors who work on public works projects, subject to the Prevailing Wage Rate law in the State of Oregon, are required to file a \$30,000 Public Works Bond to be used exclusively for unpaid wages determined to be due by State of Oregon Bureau of Labor & Industries. Proof of this bond in effect must be provided to the City prior to Contract signing, after the award of this RFP.

Performance / Payment Bonds: Before early work or the construction phase starts and prior to execution of a Contract or GMP amendment, or any subsequent amendment to the Contract which authorizes construction services following preconstruction services, the Contractor must execute and deliver to City a Performance Bond and a Payment Bond as provided under ORS 279C.386, each in a sum equal to the Contract Price for the preconstruction and construction services authorized by such Contract or Contract amendment. Bonds shall be effective from the Contract or amendment dates through expiration of the Contractor's warranty period under the Contract. Performance Bond and Payment Bond must be furnished by a surety company authorized to do business in Oregon and in an amount equal to the full Contract Price and otherwise comply with the requirements of ORS 279C.836. The apparent successful Proposer must promptly furnish the required performance security upon City's request.

Bid Bond: No bid bond is required for this RFP.

Substitute Contractor: Pursuant to OAR 137-049-0470, if the Contractor provided a performance bond, City may afford the Contractor's surety the opportunity to provide a substitute Contractor to complete performance of the Contract. A substitute Contractor must complete all remaining Contract work and comply with all terms and conditions of the Contract, including Performance Bond and Payment Bond. Such substitute does not involve the Award of a new Contract and must not be subject to the competitive procurement provisions of ORS Chapter 279C.

Foreign Contractor: Pursuant to OAR 137-049-0490, if the Contract Price exceeds \$10,000 and the Contractor is a Foreign Contractor, the Contractor must 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 DBFD. DBFD Awarding the Contract must satisfy itself that the above requirements have been complied with before it issues final payment on the Contract.

Certified Payroll Withholding:

- a. ORS 279C.845 requires that if a Prime Contractor does not file certified payroll as required (at least once per month), City must withhold 25% of amounts due to the Prime Contractor, in addition to any other required Retainage.
- b. If a first-tier subcontract 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 City or Prime Contractor are to pay amounts withheld within 14 days.
- d. Neither the City nor the Prime Contractor is required to verify the accuracy of the contents of the certified payroll reports.

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. Proposer is therefore required to certify that it has 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 Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

3. SCOPE OF SERVICES

Project Team Members: The selected CM/GC will coordinate and manage the design and construction process as a member of a team with City, Design Team, and other project consultants. All of these parties together shall be referred to as the Project Team.

- a. The selected CM/GC will be issued an AIA A133 Construction Manager as Constructor services contract as the agreement to serve in this capacity.
- b. The CM/GC must be skilled in collaborating with the Project Team, identifying and mitigating risk through analysis and assessment, 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 CM/GC throughout the design and construction phases to all members of the Project Team.
- c. 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.
- d. Additional services are identified throughout the CM/GC Services General Conditions Contract.

Design Development / Preconstruction Phase: The CM/GC shall serve as general-contractor-at-risk and a special consultant to the design team and will analyze the design and proposed modifications with the goal of providing the City, in the time frame proposed, the highest quality work within budget. The CM/GC shall provide the services identified in AIA A133 including design related CM/GC consultant services, scheduling, cost estimating, constructability review, coordination review, recommending optimal construction phasing, scheduling and sequencing, and analyzing alternative materials and systems for the Project. Construction related activities of the CM/GC during this phase will include schedule refinement.

Basis for Payment: The selected CM/GC is paid the Design Development / Preconstruction Phase Fee established at the start of each Project. Additionally, the CM/GC process adds specified construction manager consulting services to traditional general contractor work, requiring full contract performance within a negotiated guaranteed maximum price (GMP). The basis for payment is reimbursable direct costs as defined under the contract, plus a fee constituting full payment for consulting services rendered and construction work which together shall not exceed the established GMP.

Setting the Guaranteed Maximum Price (GMP): The GMP shall be set at an identified time consistent with industry practice and project conditions and after supporting information reasonably considered necessary to its use has been developed, which will normally take place at the end of the design development phase.

Before the end of 90%, or greater, of the construction document (CD) phase, the CM/GC will provide the City with a GMP for the public improvement construction work for the Construction Phase. Additional GMP stipulations are identified in Article 2.2 of the AIA A133.

City Council will be afforded the opportunity to review and approve the GMP in a regularly scheduled council meeting. CM/GC will need to attend this meeting to assist with explanation and answer councilor questions.

The GMP includes the total “cost of the work for construction phase” (defined in Article 6 of AIA A133) including contingencies in 2.2.9 and the Construction Manager's Fee (defined in Article 5 of AIA A133).

- i. By executing a GMP amendment to the contract, the CM/GC guarantees that the cost of work shall not exceed the GMP. Should the Cost of the Work be less than the GMP, any such positive difference shall be realized as “savings” to the City at the end of the project. Although it is the intention of the City to save money on the project if at all possible, the City 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. City will not pay any amount that exceeds the established GMP specified in the public improvement contract unless the amount results from material changes to the scope of work set forth in the public improvement contract and the parties to the public improvement contract agree in writing to the material changes.
- ii. If the CM/GC is unable to set a GMP within the budget and in the appropriate time, the City reserves the right, at the sole discretion of the City, to cancel the contract with the CM/GC and may proceed immediately with another contractor on the City’s list of selected Proposers or another solicitation process, whatever is in the best interest of the public. If the contract with the initial CM/GC is so terminated, the firm will be compensated for its actual time and reasonable expenses.

A detailed description of the items that make up the GMP is required from the CM/GC.

Construction Phase: If a GMP amendment to the AIA A133 is issued, the CM/GC shall perform all acts of work and supply all items necessary to complete the Project in accordance with the terms and conditions of the RFP and the Contract documents including, but not limited to, pay and coordinate all materials, tools, equipment, labor, professional and non-professional services, in the time allocated.

- a. It is anticipated that the work of a project may involve multiple bid packages. The CM/GC shall act as the general contractor to all subcontractors.
- b. The process used to award subcontracts by the CM/GC is to be monitored by the City’s project manager and reported on by the CM/GC on a regular basis. The CM/GC may not artificially divide or fragment work so as to avoid the procurement rules under this section.
- c. The following public procurement requirements apply in accordance with City ordinance:
 - i. Small Procurements – Up to and including \$5,000: CM/GC may award work that does not exceed this criteria in any manner practical, including direct selection.
 - ii. Intermediate Procurements – Exceeding \$5,000 up to and including \$150,000: CM/GC shall solicit non-formal written competitive quotes from at least three subcontractors. “No bid” is not an acceptable quote. Quote requests shall include the selection criteria utilized. The selection criteria may be limited to price or some combination of price, experience, specific expertise, availability, subcontractor capacity, responsibility, and similar factors. Award may be made to the prospective subcontractor whose quote will best serve the interests of the City taking into account the selection criteria, with the final selection approved by the City in writing.
 - iii. Formal Procurement/Competitive Bids – Exceeding \$150,000: CM/GC shall solicit a formal bid by advertisement at least seven (7) days in advance of the bid due date and time in the Daily Journal of Commerce and East Oregonian. CM/GC shall, at a minimum, provide the bid announcement with known Plan Centers located within 50 miles of the City.

The competitive bid processes may be preceded by a publicly advertised subcontractor pre-qualification process limiting the participants to only those subcontractors meeting the pre-qualification requirements. Bid requests shall include the selection criteria utilized. The selection criteria may be limited to price or some combination of price, experience, specific expertise, availability, subcontractor capacity, responsibility, and similar factors. Award may be made to the prospective subcontractor whose quote will best serve the interests of the City taking into account the selection criteria, with the final selection approved by the City in writing.

- d. When there are single fabricators of materials or special packaging requirements for subcontractor work, advance approval by the City’s project manager is required.

- e. Except as allowed above, if the CM/GC or an Affiliate or subsidiary of the CM/GC will be included in the subcontractor selection process to perform particular construction work on a project, the CM/GC must disclose that fact in the selection process documents and announcements. In such cases, a representative of the City, or an independent third party, shall oversee and manage the competitive bidding process including independent review and opening of bids for the elements involved.
- f. The CM/GC shall resolve subcontractor protests of the CM/GC's selection of subcontractors and suppliers. A representative of the City, or another third independent party, may aid in the resolution of such protests. Note: the procedures and reporting mechanism related to the resolution are considered public record. Pursuant to OAR 1370049-0690 (5)(n), the CM/GC will provide debrief meeting(s) with subcontractors.

Special Testing and Inspections: All special testing and inspections work will be done by others contracted separately by the City.

Additional Services: It is anticipated that the following functions will continue throughout all phases of the project as applicable:

- a. Participate in weekly meetings with City and/or the design team.
- b. Consult, evaluate and understand design criteria with the design team.
- c. Consult with City in refining the Construction Project budget, and establishing and maintaining a detailed cost model for the work as the design evolves.
- d. Assist in life cycle value analysis from drawings, specifications, other design criteria, and alternative designs as may be requested by City.
- e. Provide detailed estimates of probable construction costs based on 30%, 60% and 90% Construction Documents.
- f. With the design team, develop a strategy for obtaining building permits in a timely fashion. Meet with building and other regulatory officials as appropriate. Attend all meetings pertaining to permitting, as required.
- g. Prepare a detailed milestone schedule identifying the work to be performed by the design team, City, and the CM/GC during this phase. The CM/GC shall report progress weekly against this schedule.
- h. Review the plans and specifications on a continuous basis and advise the design team and Owner whenever the estimated construction costs are trending 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 project costs.
- i. Review all design, specification and plan documents as they are developed and make value engineering and constructability recommendations as well as review all for completeness, proper details, compliance with program and master plan requirements and adherence to codes or applicable agency requirements, reporting deficiencies, conflicts, and/or clarification questions identified to the design team.
- j. Prepare site and building logistics and safety plans to encompass all proposed activities and impacts to the existing site, neighbors, authorized visitors, and employees.
- k. Use the City supplied GMP tracking sheet as part of an effective fiscal control, including a weekly detailed cost estimate and a weekly status report with budget recommendations. The weekly status report will include full schedule reporting as well as a summary of all major outstanding items with proposed solutions.
- l. Prepare all bid packages, according to the contractual requirements and City procedures. Recommend to City modification 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.
- m. Fully coordinate work of all subcontractors and vendors. Provide regular, on-going quality inspection and assistance to the design team in ensuring that the work meets all specifications and applicable codes.

- n. Review and expedite all change orders.
- o. Monitor compliance with payment of prevailing wages on all contracts and subcontracts.
- p. Provide all certified payroll for CM/GC and subcontractors pertinent to pay requests for review and approval.
- q. Maintain in a current condition all Project Records, including permits, construction documents, as-built records, meeting records, submittals, inspection reports, invoices, delivery receipts, daily activity logs, RFI's, ASI's, CO's, etc.
- r. Transmit copies of all project correspondence to City's project manager including, but not limited to, Meeting minutes, RFI's, RFI logs, Submittals, Submittal Logs, Inspection reports, Change Order Requests (COR's), Change Order Request Logs, proposal Requests, ASI's, Permits, Project Allowance(s) Reconciliation, Project Contingency status reports, Project Schedule updates, etc.
- s. Provide an unconditional lien release at the end of the project.
- t. Provide any other process or work required to make the project successful.

4. QUALIFICATIONS

Experience / Responsibilities:

- The Proposer (Firm) shall have at least five (5) years' experience with CM/GC construction delivery model.
- The key personnel shall have at least five (5) years' experience with CM/GC construction delivery model.
- Pursuant to the instructions of this RFP, the Proposer shall demonstrate this experience and qualifications in their ability to provide high quality results on current or past projects, specifically the construction services required (new, remodel, or tenant improvement) for hangars or substantially related complex building types.
- The Proposer will be expected to assign a project manager who will be responsible to participate in each project for pre-construction phase services continuing into construction and project close-out, as well as full-time supervision, all labor, materials, plant, equipment, transportation and other facilities and services as necessary and/or required to execute all assigned Work. No illegitimate or capricious changes, including key personnel, will be allowed under any Contract.

5. PROPOSAL SUBMISSION

Submit an original and five (5) copies of the Proposal. Proposals should be typed, single-spaced and double sided on regular size paper, 12 page maximum limit (Cover Letter and Resumes are excluded from the 12-page count). To facilitate handling by the City, the original document should be submitted in a flat-bound-form, not stapled, fastened together with an appropriately sized binder clip.

Forms included in the RFP must be used and must be typed or legibly hand-written (see Enclosures).

Marketing brochures, unwarranted visuals, or other promotional presentations, elaborate binders, and expensive paper beyond that sufficient to present a complete and effective response are not necessary.

Proposals are due by **11:00 am, local time, Thursday, March 7, 2024**. **Proposals shall be submitted in a sealed envelope or package, plainly marked "B-17 Hangar Renovation / Eastern Oregon Regional Airport - CM/GC Proposal."**

Proposals shall be addressed to:

**Wayne Green, Airport Engineer
City of Pendleton
500 SW Dorion Avenue
Pendleton, Oregon 97801**

Interested, qualified Proposers shall submit proposals in accordance with the requirements of this RFP by the deadline indicated. Proposals will be publicly acknowledged as received by the City after this date and time, but the contents thereof will not be made public until a contract has been agreed between the City and the successful Proposer or the City rejects all proposals and terminates the procurement. The scoring matrix will be available for review after the Notice of Intent to Award is issued by the City.

6. PROPOSAL REQUIREMENTS

Proposals shall be wholly contained in a single bound binder or cover. Paper size shall be 8 ½" x 11" using an 11-point minimum font size for text and limited to 20 pages. Proposals may be printed double-sided, in which each face of the paper will count as a separate page. Covers, Cover Letter, Resumes and any dividers will not be included in the page count.

The Proposal shall include the following information in the order indicated, along with the enclosed Proposer Certification Form:

A. Cover Letter

- i. State general qualifications, expertise, and ability to perform the scope of services described in this RFP.
- ii. Introduce the CM/GC Project Manager.
- iii. Summarize compliance with each of the Minimum Qualifications, referencing necessary detail found elsewhere in the Proposal by name.
- iv. Acknowledge receipt of all addenda, as necessary.
- v. Indicate agreement with the requirements and terms and conditions of this RFP.
- vi. Signed by a representative of the Proposer authorized to undertake contract negotiation and bind the Proposer.

B. Firm Overview, Qualifications, and Expertise

- i. Provide a brief description of the Firm's history and bonding capacity (single project limit and aggregate).
- ii. Demonstrate that the Firm has been in business for a minimum of five (5) years as a general contractor by providing a comprehensive narrative detailing the Firm's specific prior experience and qualifications for at least three (3) public CM/GC projects involving new construction, tenant improvement, or remodel projects.
- iii. Summarize the Firm's experience with Hangar, or similar, construction services. If no experience, Proposer may describe how the Firm will be able to provide this type of construction service.

- iv. Summarize the relevant experience and expertise of anticipated subcontractors. Indicate whether Proposer and subcontractors have previously teamed together on CM/GC projects.
- v. For each of the three (3) references, provide the project name and location, client name and a current contact name with phone number and e-mail address, a general scope of the project including physical description (square footage, site area), and project manager name, the Firm's project manager and key personnel project team, the guaranteed maximum price (GMP), and the final construction project cost including the total change order amount.

If three (3) CM/GC projects are not available, the Proposer may substitute projects that are similar in size and complexity. If so, Proposer must detail how the Firm will be able to adequately perform the necessary services of a CM/GC for a public agency in the State of Oregon.

C. Key Personnel Experience and Qualifications

- i. Award of this RFP will be to one (1) Proposer. City understands that the staffing described below may change; however, City reserves the right to review staffing assignments for change in staffing, including interviews and past performance reviews.
- ii. Provide details of the Project Manager assigned to this Project if awarded in April 2024:
 - A. Demonstrate that the Project Manager has a minimum five (5) years of experience as a CM/GC Project Manager. Include name, title, years in position, years with the Firm, previous position(s), largest number of employees supervised, and list the three largest projects supervised. Include brief project descriptions and dollar amounts.
 - B. Consistent staffing for City projects is extremely important. Provide assurance that the assigned Project Manager will remain consistent for pre-construction phase services continuing into construction, project close-out, and CM/GC summary report completion.
 - C. Provide a monetary penalty amount guaranteed to the City if the Project Manager does not remain through project close-out.
- iii. In addition, provide details of other key staff who would support the Project Manager for work through 2024.
- iv. By listing individuals in the Proposal, the Firm guarantees these individuals will be available to work on the assigned project. The City reserves the right to approve or reject any changes to the proposed personnel. The City further reserves the right to request a substitution of personnel if deemed to be in the best interest of the City.

D. Approach and Schedule

- i. Construction Management: Describe in detail the Firm's approach to construction management information controls, forms, and/or procedures.
- ii. Team Communication / Relationships: Describe the Firm's approach to procedures designed to promote interaction between the Firm's personnel and the personnel of the City, engineering, other consultants, and the subcontractors on a "team" or "partnering" basis.
- iii. Risks: Discuss perceived risks on public improvement projects. Describe how these risks can be minimized and/or mitigated by using team performance analysis and information.
- iv. Quality Control / Craftsmanship: Discuss the Firm's approach to managing quality and craftsmanship.

- A. Describe how the Firm has provided a satisfactory record of delivering quality projects with self-performed work.
- B. Describe how the Firm handles subcontractor selection and oversight to ensure high quality craftsmanship.
- v. Schedule: Describe the Firm’s overall plan with regard to planning, scheduling, site management, and project monitoring skills and processes.
- vi. Cost Control: Describe the Firm’s job costing procedure and how the Firm will keep the City apprised of project costs. Describe the Firm’s process for managing change orders and claims, including efforts to minimize both.
- vii. Safety and Drug Program: Describe the Firm’s safety, drug, and alcohol programs.
- viii. Socio-Economic Programs: Successful Proposer shall comply with applicable laws, regulations, and special requirements of the Contract Documents and State of Oregon regarding equal employment opportunity. Identify conditions relating to any required socio-economic programs, including the manner in which such programs affect the selected CM/GC’s subcontracting requirements, the enforcement mechanism(s) available, and the respective responsibilities of the CM/GC and City.
- ix. Forms: Complete and submit the enclosed Design Development / Preconstruction and Construction Phases Pricing form.

7. EVALUATION CRITERIA

- A. Cover Letter and Minimum Qualifications *pass/fail*
- B. Firm Overview, Qualifications, and Expertise 40 points
- C. Key Personnel Qualifications and Experience 30 points
- D. Approach and Schedule 30 points
- E. Tie Breakers:
 - CM/GC Experience: Additional credit will be assigned for Firms with CM/GC experience.

Proposals will be reviewed for compliance with the minimum qualifications as set forth in the RFP. If a Proposer is found not to possess the minimum qualifications or if a Proposal is found not in compliance with these requirements, the Proposal will be removed from further consideration and the Proposer informed of this action.

The Selection Panel will score the remaining Proposals according to the Evaluation Criteria listed above. The highest scoring Proposer will be deemed the Apparent Successful Proposer, and the City will undertake contract negotiations. After the City has reached mutually agreeable contract terms with the Apparent Successful Proposer, the selection and agreement will be presented to City Council for review and approval. If the City and Proposer cannot reach an agreement in the negotiation, the City will terminate negotiation in writing and, at its option, negotiate with the next-ranked Proposer.

Interviews, if necessary, may be conducted to aid in the final evaluation ranking(s). If conducted, interviews will be held at a City of Pendleton owned facility in Pendleton, Oregon.

8. SCHEDULE

The schedule for City's CM/GC planned selection is as follows, subject to change at the City's sole discretion:

February 1, 2024	Advertise RFP
Feb. 15, 2024	Pre-Proposal Meeting (non-mandatory)
Mar. 4, 2024	Deadline for Clarifications / Change Requests / Protest
Mar. 7, 2024	Proposals Due
Mar. 8-11, 2024	Evaluate Proposals
Mar. 11-15, 2024	Interview, if necessary (Proposers must reserve these dates when Submitting Proposal) and Contract Negotiations
Mar. 22, 2024	Issue Notice of Intent to Award
Apr. 2, 2024	City Council Action
Apr. 3-12, 2024	Execute Contract

9. TERMS AND CONDITIONS

City may also engage other consultants to provide for independent third-party review of work done.

City reserves the right to accept or reject any or all Proposals, to postpone the selection process for its own convenience at any time, and to waive minor defects in the Proposals.

The city also reserves the right to accept or reject any individual subcontractor that a Proposer proposes to use.

RFP and the review process shall in no way be deemed to create a binding contract or agreement of any kind between the City and the Proposer. By submitting a response to this RFP, the Successful Proposer agrees to negotiate in good faith to agree to and execute an agreement with the City. Contract documents associated with this RFP will be the American Institute of Architects (AIA) A133 – Standard Agreement Between Owner and Construction Manager as Constructor and AIA A201 – General Conditions of the Contract for Construction, samples attached for reference. The city reserves the right to negotiate any and all items of the agreement, including the Term, Scope of Services, and Compensation.

The city will maintain ownership of all work products produced as a result of any contract arising from this RFP.

Each Proposer submitting in response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are at the Proposer's sole expense and the City shall not, under any circumstances, be responsible for any cost or expense incurred by the Proposer. In addition, each Proposer acknowledges and agrees that all documentation and/or materials submitted with the RFP shall remain the property of the City and shall not be returned to the Proposer. Further, by submitting a response to this RFP, each Proposer affirms:

- That the information provided in the Proposal is true, accurate and represents the most current information available as of the date of this RFP;
- That the Proposer can comply with the necessary insurance requirements as set out in Exhibit A, attached hereto; and

- That the Proposer agrees to be bound by the proposal submitted as a response to this Request for Proposals and agrees to hold the terms of the Proposal open for a period of 60 days from March 7, 2024.

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a Proposal without further consideration:

- A. Evidence of collusion, directly or indirectly, among Proposers in regard to amount, terms, or conditions of this RFP;
- B. Any attempt to improperly influence any member of the selection staff;
- C. Existence of any lawsuit, unresolved contractual claim or dispute between the Proposer and the City;
- D. Evidence of incorrect information submitted as part of the Proposal;
- E. Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the Proposal; and
- F. Proposer's default under any agreement, which resulted in termination of the agreement.

EXHIBIT A – INSURANCE REQUIREMENTS

Contractor shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor’s work performed hereunder, including the operations of its subcontractors, if any. Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to City prior to execution of the contract. Such policies or certificates must be delivered prior to commencement of the work. No contract shall be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration. The procuring of such required insurance shall not be construed to limit Contractor’s liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect of contractor connected with this contract.

The policy or policies of insurance maintained by the Contractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor’s expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an “occurrence” form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

The following insurance will be carried:

Coverage	Limit
• General Aggregate	\$2,000,000
• Each Occurrence	\$1,000,000
• Medical Expense (Any one person)	\$50,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor’s expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

C. Workers’ Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers’ Compensation Law and shall comply with ORS 656.017, which requires them to provide workers’ compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers’ compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer’s Liability Insurance with coverage limits of not less than \$1,000,000 each accident.

D. Professional Liability Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, insurance covering losses resulting from errors or omissions of Contractor. The limit of liability shall be not less than \$2,000,000 per claim and in the aggregate.

E Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.

ENCLOSURES SECTION

List of Enclosures:

- Proposer Certification Forms
- Pricing Proposal
- AIA A133 – 2009 Standard Form of Agreement between Owner and Construction Manager as Constructor (Separate Document)
- AIA 201-2007 General Conditions (Separate Document)

(Contractor/Proposer Name)

The Proposer, by and through the undersigned, its authorized representative, acknowledges, represents, attests, warrants and certifies:

Has read and understands, and agrees to be bound by and comply with all RFP instructions, terms and conditions, together with all Addenda, if any, issued.

Has read and understands, and agrees to be bound by and comply with the terms of all Contract Documents identified, included, or incorporated by reference into the RFP.

Has, or will have, the equipment, personnel, materials, facilities, and technical and financial ability necessary to complete the Work in accordance with the Contract documents within the time specified.

The Proposal was prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.

Neither the Proposer, nor anyone representing the Proposer, offered or gave any advantage, gratuity, bonus, discount, bribe, or loan of any sort to City or its agents, employees, or anyone representing City, or engaged in any other type of anti-competitive conduct at any time in conjunction with this RFP.

Has not and will not, discriminated against minority, women, or emerging small business (MWESB) enterprises in obtaining any required subcontracts.

If awarded the Contract, Proposer shall utilize in performance of the Contract all resources indicated in its Proposal, including Key Personnel, to the extent within Proposer's control and Proposer's best efforts.

Has the power and authority to enter into and perform the Contract to be awarded, and the Contract, when executed and delivered, shall be a valid and binding obligation enforceable according to its terms.

Proposer acknowledges that City has the right to modify the Contract prior to execution to (a) correct typographical errors, (b) reconcile inconsistencies within and among the Contract Documents, (c) conform terminology used throughout the Contract Documents, (d) include omitted terms clearly contemplated by the language in the Contract Documents, (e) add terms required under State or Federal Law, and (f) incorporate those portions of the Project Proposal and Price, modified, if so, by such negotiations as may be authorized under applicable statutes and rules.

To execute the formal Contract within a reasonable time; and in the case the undersigned fails or neglects to appear within a reasonable time to execute the Contract the undersigned is considered having abandoned the Contract by City.

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.

(Contractor/Proposer Name)

Has not discriminated and will not discriminate, in violation of ORS 279A.110 (4), against any minority, women or emerging small business enterprise in obtaining any required subcontract.

The Proposer agrees to comply with the provisions of Prevailing Wage Laws ORS 279C.840.

The Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.

The Proposer is registered with the Construction Contractors Board - license number: _____.
(City will not consider a proposal for a Public Improvement unless the Proposer is registered with the Construction Contractors Board, as required).

The Proposer, pursuant to ORS 279A.120 (1), (check one) is ___/is not ___ a resident Proposer. If not, indicate State of residency _____.

The Proposer acknowledges receipt of the addenda issued by City by attaching the signed signatory page of each addendum to this Proposer Certification Form.

Respectfully submitted _____
(Date)

By: _____
(Printed Name)

(Signature)

(Title)

(Email)

(Physical address)

(City, State, Zip)

This RFP will result in a Contract for a Public Work subject to ORS 279C.800 through 279C.870. Any proposal of a contractor or subcontractor listed on BOLI's List of Ineligibles will be rejected.

(Contractor/Proposer Name)

Design Development/Preconstruction Services Fee: Identify/propose key personnel and resource staff and the hourly rate for each under the Design Development/Preconstruction Phase Services work. Add or delete personnel as needed from the list. Refer to Section III of the RFP and Article 2.1 of the AIA A133 contract for guidelines on services to be provided during the Design Development/Preconstruction Phase. This information will be used to negotiate and establish the Design Development Phase Fee in Article 4 for the project:

KEY PERSONNEL OR RESOURCE STAFF	HOURLY RATE (\$)
CM/GC Project Manager	\$
Scheduler	\$
Estimator	\$
Constructability Services	\$
Administrative Staff	\$
other	
Reimbursable Expenses*	Markup %

*describe the reimbursable expenses: _____

Construction Manager Fee: Identify the Construction Manager fee (for construction phase services), expressed as a percentage of the CM/GC's overhead (profit percentage, general & administrative costs percentage, and home office costs percentage as normally applied to projects completed by the CM/GC):

Construction Manager Fee	Percentage
Construction Management Fee percentage	%

(Contractor/Proposer Name)

GMP General Conditions Estimate. In the form below, based on a construction cost estimate for the project provide a detailed total MONTHLY estimated price of the Proposer’s general conditions for onsite items, not included in the Construction Manager Fee, that will be included within the GMP for managing and performing the construction.

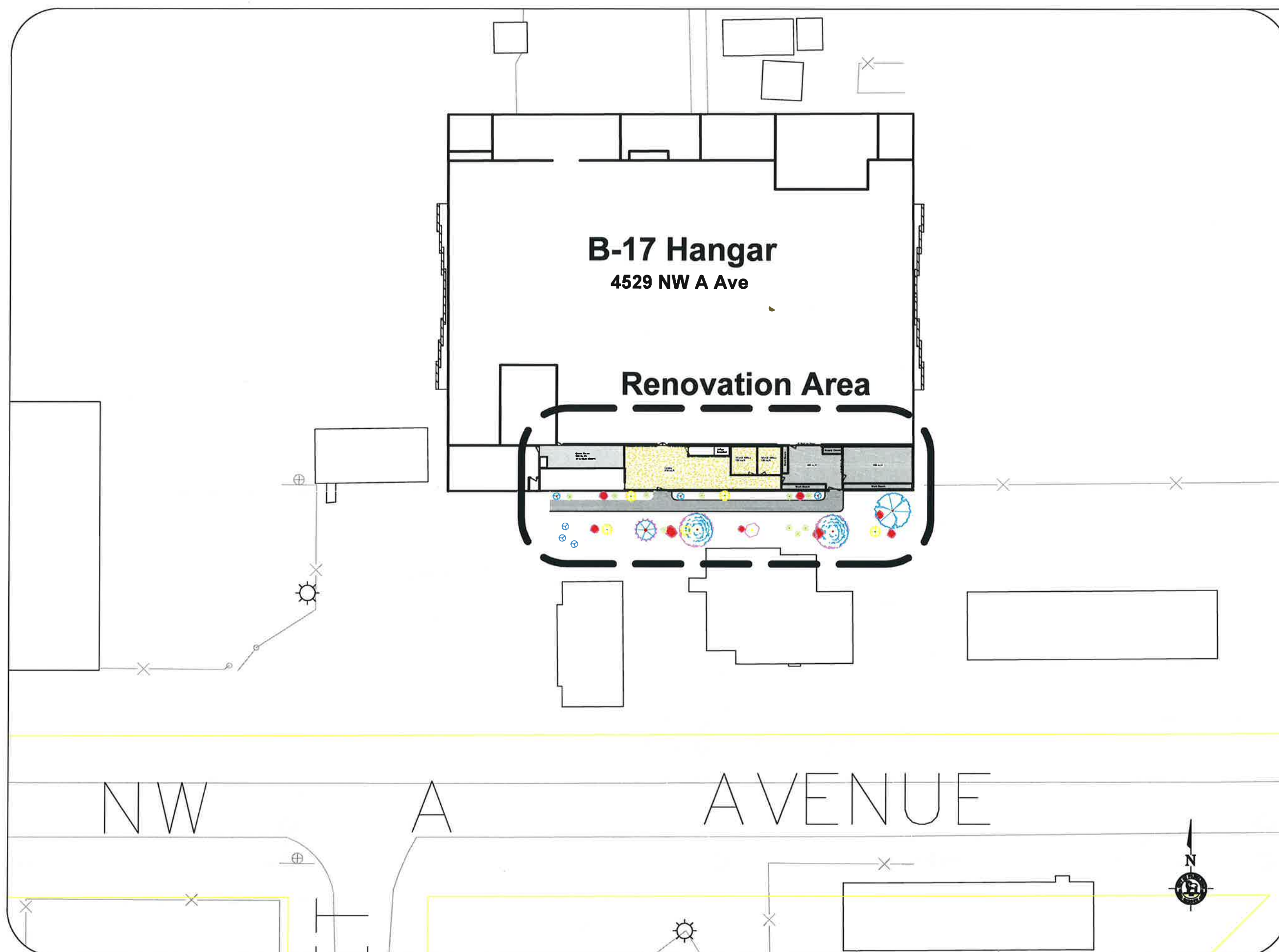
Item	Unit of Measure	Unit Price	Estimated MONTHLY Total
Labor Foreman		\$	\$
General Foreman		\$	\$
Other Foreman		\$	\$
Field Engineering		\$	\$
Field Supervision		\$	\$
Field Coordination		\$	\$
Project Coordination		\$	\$
Quality Control		\$	\$
Progressive Clean-up		\$	\$
Trade Coordination		\$	\$
First Aid & Safety		\$	\$
Temporary Office		\$	\$
Clerical/Secretarial Staffing		\$	\$
Office Supplies Equipment		\$	\$
Postage/Delivery		\$	\$
Temporary Toilets		\$	\$
Phones/Radios/Pagers		\$	\$

Printing/Reproduction		\$	\$
Vehicles, Fuel/Maintenance		\$	\$
Substance Abuse Testing		\$	\$
Material Handling		\$	\$
Other:		\$	\$
		MONTHLY TOTAL:	\$

Note: The unit prices and hourly rates are subject to change based on the January 5th BOLI/PWR publication for Oregon for the Pendleton region.

B-17 Hangar
4529 NW A Ave

Renovation Area



General Notes

BAR IS ONE INCH ON ORIGINAL DRAWING.
0  1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALE ACCORDINGLY.



RENEWAL: 06/30/24
SIGNED: 01/30/24

No.	Revision/Issue	Date

Firm Name and Address

CITY OF PENDLETON
ENGINEERING DEPT
500 SW DORION AVE.
PENDLETON, OR 97801
(541) 966-0203

Project Name and Address

B-17 Hangar Renovation
4529 NW A Ave
Pendleton, OR 97801

Project	B-17	Sheet	S-1
Date	JAN_2024		
Scale	NTS		