

THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE
RESOLUTION NO. 87

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS ITS LOCAL CONTRACT REVIEW BOARD APPROVING THE USE OF THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR APPROACH TO A CONTRACT FOR THE CIVIC CENTER PARK AND CITY HALL AND ADOPTING FINDINGS SUPPORTING AND APPROVING THE ALTERNATIVE USE OF THE CM/GC COMPETITIVE SELECTION REQUIREMENTS AS AUTHORIZED BY THE PUBLIC CONTRACTING REQUIREMENTS OF ORS 279.015, ET SEQ.

WHEREAS, ORS 279.015 (2) provides for alternatives to the competitive bidding requirement that otherwise applies to public contracting, upon the adoption of certain findings following a public process; and

WHEREAS, the Urban Renewal Agency acting as its local Contract Review Board finds that under ORS 279.015 it has authority to grant specific exemptions from the competitive bidding requirements based on the following findings;

- (a) It is unlikely that such exemption will encourage favoritism in the awarding of the public contract or substantially diminish competition for the public contract, and
- (b) The awarding of the public contract pursuant to the exemption will result in substantial cost savings to the Agency; and

WHEREAS, the Board finds:

- (a) Competition exists not only in prices, but in the technical competence of suppliers, in their ability to make timely deliveries and in the quality and performance of their products and services and that a balance must exist between performance competition and price competition;
- (b) The nature of effective competition varies with the product or service being procured and that while competitive sealed bids are a common method of procurement, it is not always the most advantageous or practical method of source selection; and

- (c) Meaningful competition can be achieved through a variety of methods when procuring products or services. The methods include but are not limited to:
 - (A) Price competition as represented by the initial or acquisition price;
 - (B) Competition as represented by price and performance evaluations of the competing items and suppliers;
 - (C) Competition as represented by evaluation of the capabilities of bidders or proposers to perform needed services;
 - (D) Competition as represented by evaluation of the capabilities of the bidders or proposers to perform the services followed by a negotiation on price; or
 - (E) Competition as represented by another method of procurement that is reasonably calculated to satisfy the public contracting agency's need; and

WHEREAS, OAR 137-040-0510(2) defines construction manager/general contractor (or CM/GC) as a form of contracting that results in a Public Improvement Contract for a Construction Manager to undertake design phase involvement; constructability reviews; value engineering, scheduling, estimating and subcontracting services; establish a Guaranteed Maximum Price to complete the Contract Work; act as a General Contractor; coordinate and manage the building process; provide general Contractor expertise; and act as a member of the project team along with the Agency, architect/engineers and other consultants. Also refers to a Contractor under this form of Contract, sometimes known as the "Construction Manager at Risk."; and

WHEREAS, The Board has drafted findings and set a public hearing that were the subject of a notice complying with ORS 270.015(3) (b) and (c), and

WHEREAS, the Board has conducted a public hearing for the purpose of taking comments on the draft findings for the use of the CM/GC approach as an exemption from the competitive bidding requirements for the Civic Center Park and City Hall project; and

WHEREAS, the Board, having considered the comments of interested parties, and upon deliberation upon the entire record herein,

THEREFORE, the Urban Renewal Agency of the City of Wilsonville, acting as the Contract Review Board, makes the following findings:

1.0 Pursuant to ORS 279.011(5), the Board hereby considers information regarding:

(A) Operational, budget and financial data, (B) Public benefits, (C) Value Engineering, (D) Specialized expertise required, (E) Public safety, (F) Market conditions, (G) Technical complexity, and (H) Funding sources, as follows:

- A. Operational, Budget and Financial Data: The overall project will have a construction budget of \$11,771,500 and includes \$4,025,000 for Civic Center Park, \$6,886,000 for City Hall and \$700,000 for adjacent street improvements. Street Improvement costs total \$860,672 and includes \$160,500 of Street SDCs. Initially 49 employees will work in City Hall with a projection for 73 employees in 2015.*
- B. Public Benefits: This project allows the administrative, legal, finance and community development departments to be consolidated into one building across Wilsonville Road from SMART, Clackamas County Sheriff's Deputies who serve as the City of Wilsonville law enforcement department and the human resources department. This construction provides a strong civic presence in the developing down town area. Co-location of City Hall with Civic Center Park works together to establish a Civic Center for Wilsonville that will be a mix of buildings consisting of the existing City Hall, Community Center, new City Hall, future aquatic center and library around the new Civic Center Park. The City Hall will provide meeting space for public functions. The park provides a civic plaza, a civic plaza water feature, public restrooms, terrace, a civic green, formal gardens, a natural bowl to be used for passive recreation, a community plaza and a children's play area.*
- C. Value Engineering: The team process and involvement of the contractor under the CM/GC process should result in reliable, high quality value engineering proposals for the project. Oregon Department of Corrections has significant prior experience with the CM/GC process and has achieved identified savings of 5% of the estimated construction costs. Our goal would be to match or exceed this savings.*
- D. Specialized Expertise Required: This project needs specialized knowledge and familiarity with construction of a building in a park or campus construction as an alternative. The CM/GC needs specific knowledge of project phasing, scheduling around inclement weather, coordination with utility companies and underground utility construction.*

- E. Public Safety: *The CM/GC will be required to maintain public safety during completion of work on the site. Additionally the competitive selection process will allow consideration of safety records and experience with similar construction projects that would not be possible as part of a traditional competitive bid process.*
- F. Market Conditions: *The economy in Oregon is weak due to recent economic downturns. Recent City bids on projects have been below the project estimate. Contractor knowledge is essential to create and expedite bid packages to take advantage of very favorable bidding conditions.*
- G. Technical Complexity: *The work covered in the project is complex in nature involving grading, underground utility construction, concrete, framing, electrical, mechanical, information systems cabling and work space electrical, telephone and computer services. The start-up will need to be efficiently accomplished to minimize breaks in service to citizens.*
- H. Funding Sources: *The project is being funded from the sale of bonds by the Urban Renewal Agency. Securing a Guaranteed Maximum Price and a project schedule reduces uncertainty and reduces the financing risks for the project.*

The Board further finds:

1.1 The Civic Center Park and City Hall projects are provided by the Agency's Urban Renewal Plan and properly funded by the Agency's budget. Timely project completion advantages the Agency, the City of Wilsonville, and property owners and residents of the District and City.

1.2 There is one project for construction of the Civic Park and another project for construction of the City Hall building and related project for road improvements. These projects are substantially interrelated in that the grading that is required to establish the working pad for the City Hall building necessarily needs to be included in the Civic Park project to ensure that all elevations are compatible. The utilities that are needed to serve the City Hall building necessarily need to be coordinated with the construction of the parks project, historical barn component.

1.3 The Agency notes that at the time City funding of part of the projects was contemplated, there was public testimony at City budget hearings expressing concerns about the lack of adequate staffing to coordinate the construction of these two projects and to ensure that the City minimizes costs and receives full value for funds expended,

and the Agency recognizes the same concerns in the context of Agency action. Therefore, as the Agency finds in paragraphs 1.4–1.16, there **are significant cost savings** to the Agency.

1.4 The selection process to be used is the standard RFP process where cost is one factor to be considered. The Agency anticipates that approximately seven potential contractors will respond to an RFP to be mailed immediately upon passage of this resolution. The evaluation will be impartial, with the award based upon cost, qualifications, ability to meet schedules and other indications of the contractor's ability to construct the project. In addition, the great majority of the work under the contract, which will likely represent at least 80% of the cost, will be executed by subcontractors or by the GC who are selected through an open and competitive process, based upon industry subcontracting practices, resulting in lowest price award.

1.5 Use of a CM/GC form of contract will obtain the services of a construction manager to ensure that work is well coordinated and that the costs are properly evaluated. Costs options for materials, construction sequences, packaging of bids, bid timing, and other factors affecting the production of bid documents can be viewed with greater certainty and knowledge. With this approach, there is reduced potential for costly claims associated with changes or delays because the CM/GC is involved in the project prior to bidding, has guaranteed the results and the maximum fee, and will work interactively developing the project schedule. Past experience has shown that the standard construction contract award process is susceptible to inflated bids to cover unknown circumstances. This could substantially increase the floor of bids on this particular project. The CM/GC approach permits "value engineering" wherein the Agency and the contractor can determine the best means, methods and materials to afford the least destructive, least expensive and fastest means of completing the project. Further, construction manager involvement in arriving at an agreed guaranteed maximum price reduces contractor uncertainty and the consequent need to inflate prices to cover unknown circumstances. Past experience proves that most low-bid contractors charged the maximum 15% mark-up allowed under the General Conditions for change

order work. With CM/GC contracts, this amount has been limited to the CM/GC Fee stipulated in the contract.

Use of the CM/GC will result in time savings to the Agency. The General selection of the CM/GC can be accomplished simultaneously with the earlier phases of the design work. The contract can be approved with the CM/GC and the CM/GC can participate in the plans review so that the guaranteed maximum price can be determined more quickly with the CM/GC process than with the competitive bid process. Under this approach, the Agency enjoys the full savings if actual costs are below the estimated costs within the accepted GMP. When the CM/GC completes awarding all of the subcontracts and has performed the work, at the conclusion of the job any savings between the GMP and actual project costs will accrue to the Agency.

1.6 Use of the CM/GC process, with contractor involvement and value engineering that examines the life-cycle cost of components, creates a unique project, different from a project developed using the traditional "design-bid-build" approach. Through this input and analysis, better value is obtained for the Agency.

1.7 The bidding situation with regards to public contracts has proven to be most favorable with recent City projects as exhibited by the projects for the offsite infrastructure for the Coffee Creek Correctional Facility, Phase IV of Wilsonville Road, the annual street maintenance project, and the project for water line construction, street construction on Kinsman Road, the public works generator project, and the Agency desires to expedite contract award to take advantage of the favorable bid climate.

1.8 The City contracts with Tualatin Valley Fire & Rescue ("TVF&R") for use of the Annex for office and meeting space for Community Development, and the Sheriff's Department. Community Development is scheduled to move out in late Fall of 2003, with the Sheriff's Department relocating in the Spring of 2004 following renovation of City Hall.

1.9 Although TVFR has been very gracious in considering extensions of the contract, they do need the space for their activities, and movement to another temporary space would be an additional expense because of the relocation costs, even if the rent were favorable.

1.10 *The favorable bidding climate and the avoidance of relocation costs to temporary facilities clearly will result in substantial cost savings and the net result of the alternate competitive selection process and the cost savings clearly warrants an exception to the competitive bidding process.*

1.11 *Award of the contract at this time would take full advantage of the favorable bid climate. Recent experience on City projects indicates that the bids are routinely coming in at 10-15% less than the engineer's estimate for the project. Even if we assume a 5% savings because of the favorable bidding climate, we would anticipate saving approximately \$650,000 by using the CM/GC process to expedite the project. In addition, if expediting completion of the project would preclude move of community development to another facility, it is anticipated that this savings in the relocation cost would be at least \$100,000.*

1.12 *The scheduling and the relationship of the construction involved in the Civic Park project and the City Hall project cannot be overstated.*

1.13 *A CM/GC that has coordinated the schedule for a building in a park or scheduling a campus environment will eliminate significant confusion in scheduling and construction.*

1.14 *The award of a CM/GC contract will result in significant increased capability of meeting critical deadlines.*

1.15 *The award of a CM/GC contract is essential because of the technical complexities anticipated in resolving scheduling conflicts. The approach is well-suited to projects of this cost and budget constraints.*

1.16 *By having the CM/GC as a part of the project team and developing a GMP, the Agency is assured that the project scope and budget will match. Matching these factors increases the efficiency of completing the documents and assures that time and money is not wasted on revising documents that produced an over-budget bid.*

1.17 *The forgoing information on the operational and financial data, market conditions, the technical complexity of the project and the need for specialized expertise associated with the CM/GC approach all operate to benefit the public and favors use of this alternative contracting method.*

Based upon the foregoing, the Board finds that use of the CM/GC contract method as an alternative to the competitive bidding requirements of state statute is appropriate.

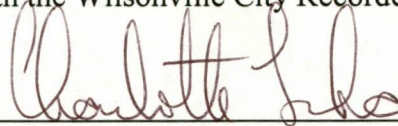
NOW, THEREFORE THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

- A. Based upon the foregoing findings of fact, the Urban Renewal Agency, acting as its local Contract Review Board, specifically concludes that an exemption of the contract for the Civic Center Park and City Hall project is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts, and award of a public contract pursuant to the exemption will result in substantial cost savings to the Agency.
- B. Use of the CM/GC method for, and exemption of, the contract for the Civic Center Park and City Hall project is hereby granted.
- C. The Urban Renewal Agency Executive Director and such persons as she may direct is authorized to immediately solicit requests for qualifications from qualified construction manager/general contractors for the Civic Park and City Hall building in the general form set forth in Exhibit A attached hereto and incorporated as fully set forth herein and such final amendments as may be determined by the City Attorney.
- D. In order to expedite the process the Urban Renewal Agency Executive Director is directed to send the request for qualifications to the firms that have expressed an interest to date in serving as construction manager/general contractor on the Civic Park and the City Hall building and which are listed in Exhibit B attached hereto and incorporated as if fully set forth herein. However, upon request any other interested firm shall also be sent a request for qualifications. In addition, advertisements shall appear in the Daily Journal of Commerce .
- E. The Urban Renewal Agency Executive Director and such persons as she may direct shall negotiate a CM/GC contract with the firm selected by the

Urban Renewal Agency acting as its local Contract Review Board in a form approved by the City Attorney and is directed to present the final contract to the Urban Renewal Agency Board acting as its local Contract Review Board for approval no later than August 19, 2002.

F. This resolution shall be effective upon adoption.

ADOPTED by the Wilsonville Urban Renewal Agency at a regular meeting thereof this 15th day of July, 2002, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, Chair

ATTEST:



Sandra C. King, City Recorder

SUMMARY of votes:

Chair Lehan	<u>Yes</u>
Member Kirk	<u>Yes</u>
Member Helser	<u>No</u>
Member Barton	<u>Yes</u>
Member Holt	<u>Yes</u>



CITY OF WILSONVILLE

REQUEST FOR PROPOSAL (RFP)

Construction Manager/General Contractor for

Construction of the Civic Park & City Hall Project in Wilsonville, Oregon

July 17, 2002

Project Schedule Milestones

Issue Request for Proposal:	July 17, 2002
Proposal Submittal Deadline:	August 5, 2002
Technical Review Committee Review & Score Submittals:	August 6, thru August 9, 2002
Urban Renewal Agency Meeting for Approval:	August 19, 2002
Award CM/GC Contract:	September 6, 2002
Target Date ~ CM/GC Contractor to provide Guaranteed Maximum Price to City:	October 15, 2002

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Attachment A: Cover Sheet & Prequalification Certification Statement

Attachment B: Sample CM/GC Contract

Exhibit A - BOLI Prevailing Wage Rates

Exhibit B – Supplemental General Conditions

Attachment C: Schedule for Phase I & Phase II Construction

1. GENERAL INFORMATION

1.1 The City of Wilsonville Urban Renewal Agency hereafter referred to as "Agency" or "Owner" is seeking a qualified Construction Manager/General Contractor (the "CM/GC") firm to provide services identified herein and related to the construction of a City Hall and Civic Park (the "Project"). In accordance with Oregon Administrative Rules 125-310-0220 and 137-040-0570, the City will use the Request for Proposal (RFP) competitive procurement process to select and enter into a contract with a CM/GC firm. In accordance with those rules and ORS 279.015, the City is first required to obtain an exemption from competitive bidding requirements. That exemption request has been submitted and approved by the City of Wilsonville Urban Renewal Board as required.

1.2 The Agency intends to enter into a CM/GC Contract (the "Contract") with the selected CM/GC firm that will initially include Preconstruction Phase Services only, with provisions for adding Construction Phase Services through acceptance of a Guaranteed Maximum Price (the "GMP") by Contract Amendment. The GMP Amendment would include Construction Phase Services through completion of the Project. Alternatively, the Agency may, at its sole discretion, choose not to continue the Contract beyond the completion of Preconstruction Phase Services, instead soliciting bids from qualified contractors for the construction of the Project.

1.3 The Agency will use the RFP process to evaluate each of the Proposers experience, capabilities and proposed fees. Information will be obtained from various sources including possible interviews, proposals submitted in response to this document and discussions with former and present clients of Proposer. The Agency is looking for a CM/GC that has good working knowledge of public facility construction or similar experience with like types of facilities or more complex projects.

1.4 This RFP shall not commit the Agency to enter into a Contract, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services. The Agency reserves the right to accept or reject any and all responses received as a result of this RFP if it is in the public interest to do so. The selected CM/GC will not be precluded from proposing on future Agency projects

2. SOLICITATION PROTEST (OAR 137-030-0050)

2.1 Prospective CM/GCs may submit a written protest, or request for change, of particular solicitation provisions, specifications, or contract terms and conditions to Mr. Martin Brown, Building Official, no later than 12:00 PM (noon) Pacific Standard Time, Wednesday, July 24, 2002. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation provisions, specifications, or contract terms and conditions. Protests should include sufficient information to enable the Agency to evaluate the protest and, if the Agency deems appropriate, amend the RFP. No protest against solicitation because of the content of solicitation provisions, specifications, or contract terms and conditions, shall be considered after the deadline established for submitting such protest.

2.2 The Agency shall have the authority to settle or resolve a written protest and shall promptly issue a written decision on the protest.

2.3 Judicial review of Agency's disposition of a written protest may be available pursuant to the provisions of ORS 183.484.

3. RESERVATION OF RIGHTS

The Urban Renewal Agency reserves the right, at any time during this RFP process, at its sole discretion to:

3.1 Amend this RFP.

3.2 Reject all Proposals received, if it is in the public interest to do so.

3.3 Cancel the RFP if it is in the public interest to do so.

3.4 Seek clarifications of any Proposal(s).

3.5 Require interview(s) with Proposers.

3.6 Negotiate a final Contract, including but not limited to any terms or conditions of the Sample CM/GC Contract (Attachment B) of the RFP, which is in the best interests of the Agency, considering cost effectiveness and the level of CM/GC time and effort required for the Project. Negotiated changes must be (1) within the general scope of work described herein, (2) unlikely to affect the field of competition under this RFP, and (3) unlikely to affect pricing of CM/GC Fees proposed in the evaluation process. Supplement and/or redesignate members of its technical review committee, or to establish additional committees, as it deems appropriate to negotiate a final Contract within the general scope of work described herein.

3.7 Negotiate with subsequently lower-ranked Proposer if negotiations with the top-ranked Proposer are unsuccessful.

3.8 Formally terminate negotiations if they fail to result in a Contract within a reasonable amount of time (typically less than 30 days).

3.9 Postpone award or execution of the resulting Contract to complete reference check(s).

3.10 Reject a Proposal based on negative reference check(s) prior to Contract execution.

3.11 Amend the Contract work within the general scope of work described herein, including consideration of term for work under Change Orders related to this solicitation, provided that the applicable CM/GC Fee percentage shall not be increased. Changes to any subsequent Contract(s) shall be made only through written Amendment or Change Order as provided by the Contract.

3.12 To the extent permitted by law, waive any restrictions on Proposals contained herein or in any other document.

3.13 The Agency is not responsible for any costs incurred by Proposers in preparing and/or submitting Proposals. All Proposers who respond to this solicitation do so solely at their own expense.

4. PROPOSAL FORMAT

- 4.1 Ten (10) copies of the response to this RFP, otherwise know as the "Proposal" (as defined in Section 10) must be received on or before 12:00 PM (noon) Pacific Standard Time, Monday, August 5, 2002. Proposals received after this deadline will not be opened and will be returned unopened.
- 4.2 Proposals must be submitted in either a box or sealed envelope and must be clearly labeled as 'Request for Proposal: Wilsonville Civic Park & City Hall Project'.
- 4.3 Attachment A, the Cover Sheet & Prequalification Certification Statement (completed and signed), shall be on top of the packet.
- 4.4 Receipt of any addenda issued shall be documented on the Cover Sheet.
- 4.5 Proposers shall make every effort to use no less than a 12-point font for the text portion of their Proposals. The Agency reserves the right to reject Proposals that are deemed illegible or too difficult to read.
- 4.6 Proposals shall not exceed 50 single sided pages.
- 4.7 Proposer shall make no other distribution of Proposals.
- 4.8 An official authorized to bind the Proposer to its provisions shall sign Proposals.
- 4.9 Any Proposals not complying with these requirements may be considered nonresponsive and may be removed from consideration.

5. ADDRESS

To ensure priority handling within the Agency mail system, please address Proposals as follows:

5.1 By Mail:

Martin Brown, Building Official
Urban Renewal Agency
30000 SW Town Center Loop East
Wilsonville, Oregon 97070

RE: Request for Proposal ~ Wilsonville Civic Park & City Hall Project

5.2 By Delivery:

Martin Brown, Building Official
City of Wilsonville
8445 SW Elligsen Road
Wilsonville, Oregon

RE: Request for Proposal ~ Wilsonville Civic Park & City Hall Project

5.3 Proposers are solely responsible for the means and manner of Proposal delivery. If the Proposal will be delivered in person, please consult an on-line driving directions service to ensure knowledge of the route and delivery location. Proposers are encouraged to verify in a timely manner, on or before the Proposal due date, that Proposals have been received by the Agency. Facsimile or electronic data interchange will not be accepted.

6. RFP CONTACT PERSON

All contact regarding the RFP is to be directed only to the individual identified above once this RFP has been issued. Contact with other Agency staff regarding this Project without clearance from the primary contact person may lead to disqualification.

7. SELECTION PROTEST (OAR 137-030-0104)

7.1 Every CM/GC who submits a Proposal in response to an RFP shall be mailed a copy of the selection notice sent to the highest ranked CM/GC. A CM/GC who has submitted a Proposal and claims to have been adversely affected or aggrieved by the selection of a competing CM/GC shall have five (5) calendar days after receiving the notice of selection to submit a written protest of the selection to City's Building Official, Martin Brown. Notice of selection shall be considered received three (3) working days after sent by the Agency. To be adversely affected or aggrieved, a protester must claim that the protester was the highest ranked CM/GC eligible for selection, i.e., the protester shall claim that all higher-ranked CM/GCs were ineligible for selection because their Proposals were nonresponsive or the CM/GCs nonresponsive. The Agency shall not consider a selection protest submitted after the time period established in this section.

7.2 The Agency shall have the authority to settle or resolve a written protest and shall promptly issue a written decision on the protest.

7.3 Judicial review of Agency's disposition of a written protest may be available pursuant to the provisions of ORS 183.484.

8. PURPOSE

The Agency issues this solicitation with the intent of acquiring the services of a qualified CM/GC for the scope of work identified herein related to the Project.

9. BACKGROUND

9.1 In November 2001 The Urban Renewal Agency retained a consultant team led by Miller/Hull Partnership and Murase Associates to design a Civic Park & City Hall on the city-owned 22-acre Boozier property. Development options for the property developed by a previous team in 1998 are summarized in the *Boozier Property Feasibility Study* for the City of Wilsonville Urban Renewal Agency. Since that time, through a public process, the scope and goals for the Project have further evolved incorporating the following elements:

- ❖ Civic Park
- ❖ Civic Plaza
- ❖ City Hall location with 40% future expansion
- ❖ Future Aquatic Center (Not a part of Phase I)
- ❖ Phased Parking and vehicle access plans
- ❖ Stormwater infrastructure integrated into Civic Park design
- ❖ Adaptive-Reuse of Existing Barn and Nut Dryer Shed
- ❖ Park Plaza Restroom Facility
- ❖ Bus Shelter

The site plan for the Project was created from a combination of specific program needs and site features of the Civic Park & City Hall in conjunction with the greater design and planning goals of the Urban Renewal Agency. The project team used the design and programming goals as an overlay with the existing cultural and natural resource significance associated with the site.

Where possible, the existing agricultural conditions were integrated into the design. The specific site development approach includes:

- ❖ Link to Willamette River ~ development of the Civic Park & City Hall connects Town Center with Memorial Park and the Willamette River by inviting the public into the Agency-owned properties from Wilsonville Road.
- ❖ Civic Ring ~ Civic Park, City Hall and future civic buildings connect with the Library and existing City facilities via pedestrian and vehicular pathways.
- ❖ Habitat ~ site development will be sensitive to existing wildlife and habitats on and near the site. Preservation and restoration of the Boeckman Creek riparian corridor is considered in the design of the Project.
- ❖ Parking ~ minimized visual impact and maximized usable space leftover for Civic Park uses. Parking is designed for minimal environmental impact on-site and off-site. Parking is shared efficiently between City Hall and the future Aquatic Center. Parking lots are associated with the Library, existing City facilities, and Memorial Park and understood as a whole system with the Project parking.
- ❖ Historic Barn and Nut Dryer Shed ~ adaptive reuse into overall park program.
- ❖ Views ~ views of Mt. Hood, upland forest and Willamette Valley across agricultural fields are preserved.
- ❖ Stormwater Retention Pond ~ stormwater retention pond improved and bioswales in the parking areas drain to the retention pond. Stormwater requirements for other developments off-site are as determined by Agency and Civil Engineer and accommodated in the design.
- ❖ Trees ~ as many existing site trees as possible are preserved in the design.
- ❖ Civic Park vs. Town Center Park ~ two park programs were coordinated to avoid duplication and ensure that all recreation needs of the Agency are met between the two parks.

The proposed Wilsonville City Hall is a 26,680/sf two-story wood frame construction integrating sustainability with the goal of achieving a "gold" certification through PGE's Earth Advantage Program. The proposed City Hall will provide approximately 6,600 square feet of public meeting space and will be designed to serve as an emergency operation center (EOC) in the event of a natural disaster or other emergency event that requires such a facility.

City Hall is proposed to be located near the historic barn to create an outdoor space between the two that can accommodate many types of program uses. The two buildings, city hall and the barn, will work as an integral pair for a variety of public and Agency functions.

The existing historic barn structure in the southeast quadrant of the site is proposed to be renovated for use as a park shelter for educational, interpretive, and park activities. The strong east-west axis of the office wing leaves the greatest amount of building surface exposed to the north and south where the sun is more easily controlled.

9.2 Scope of the Work for the Project: The scope of work for the Project is those Services described herein and as stated in the Sample CM/GC Contract. As used herein, the "Services" include all services to be performed by the successful Proposer under the final negotiated Contract and all services reasonably necessary for the performance of such specified Services, including without limitation preparation and delivery of all CM/GC's deliverables identified in these provisions. The Project will include development and construction of fully functional structures that will serve as the City Hall and can be legally occupied and fully used for the intended functions as constructed. The "Work" shall have the meaning given in the sample Contract attached herein. The Project will include off-site infrastructure development and work related to the coordination and construction of a Civic Park. This Project will be constructed in two (2) phases. Phase I will consist of the construction of the City Hall, Civic Park including associated structures and all off-site and on-site infrastructure improvements. Phase II will consist of the renovation of the existing barn with accelerated schedules as identified in "Attachment C: Schedule for Phase I & Phase II Construction". The CM/GC's efforts shall be flexible to support the Project strategy and the sequence of activities shall fit construction logic. Copies of the Schematic Level Design for the Project will be available upon request by calling Brenda Howe at 503-682-4960.

9.3 Agency Budget: The Agency's Target GMP Range is \$9 to \$12 million, inclusive of Preconstruction Services Fee (if any), the CM/GC Fee, General Conditions Fixed Cost and other Cost of the Work, and inclusive of the Owner-Provided Contractor-Installed and other Owner Project-related off-site infrastructure construction costs (i.e., roads, sewer lines, waterlines, etc.) to be determined during development of the GMP. The GMP range for the Project is based on a June 2002 estimate by Miller/Hull, the A/E firm that performed design of the Project.

9.4 The CM/GC will provide a cost estimate, to be used to establish the Final GMP of the CM/GC contract, at 50% of the City Hall Construction Documents including on-site utilities and grading. The GMP for the Civic Park and associated structures shall be based on the A/E's established budget.

9.5 CM/GC Interpretation and Written Recommendations: The CM/GC shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Agency, or the Project Manager (PM). The CM/GC, in cooperation with the PM, shall assist the Agency during mediation of all differences in opinion of the Project's plans and specifications, and shall render written requests for recommendations by the A/E, within a reasonable time, on all claims, disputes and other matters in question between the Agency, CM/GC, and the PM relating to the execution or progress of the Work or the interpretation of the plans and specifications.

9.6 CM/GC shall coordinate and consult closely with the Agency through Owner's Authorized Representative and Project Team in providing liaison with the local community on issues related to construction and infrastructure and assist in community meetings and functions, as necessary.
CM/GC shall assist in obtaining, coordinating, and managing services for investigation, research and analysis of the Agency's special requirement(s) for the Project and provide documentation of findings, conclusions and recommendations.

9.7 The CM/GC commits to oversee and direct the Services of the Project to obtain the greatest long-term value for the Urban Renewal Agency, and which reflects the prudent expenditure of public funds within the constraints of the Project program, context, and budget. In pursuing this goal, the CM/GC, with the Agency's assistance, commits to:

- 9.7.1 Develop a construction approach that is appropriate for the context of the Project and the nature of its function, both present and future.
- 9.7.2 Assure the Project is completed on time and within budget.
- 9.7.3 Strive to reduce the construction cost, while keeping life-cycle costs low.
- 9.7.4 Apprise the Owner's Authorized Representative throughout the Project concerning the economic impact of all design decisions.

10. PROPOSAL CONTENTS

To be considered, Proposer shall submit a complete response to this RFP in accordance with the requirements of Section 4, Proposal Format. Proposers shall submit a Proposal for the work described in those Services described herein and as stated in the Sample CM/GC Contract, providing a straightforward, concise description of their ability to meet the requirements of this solicitation, as described below.

11. PROPOSAL EVALUATION & CM/GC SELECTION

11.1 Prequalification Statement: Proposer must meet certain minimum Prequalification criteria in order to be eligible to submit Proposals by certifying on Attachment A, Cover Sheet that they meet the pass/fail criteria contained in 13.1.1 through 13.1.4 below (i.e., PRE QUALIFICATION STATEMENT). Self-certification is MANDATORY. In the interest of fast

tracking the RFP process and reducing preparation expense to potential Proposer, the Agency will allow Proposer to self-certify that they meet the following pass/fail Prequalification criteria and are therefore eligible to propose on this RFP:

- 11.1.1 Bonding Capacity: The Proposer must be capable of providing a 100% performance bond and 100% labor and material bond for the Project, valued up to \$15 million in construction costs.
- 11.1.2 CM/GC Experience: The Proposer must have a minimum of five years CM/GC experience and have completed two or more CM/GC projects within the last five years.
- 11.1.3 Specialized Experience: The Proposer must have completed at least one CM/GC project, which has been contracted under either Oregon Attorney General's Model Public Contract Rules, or similar large public bodies within the State of Oregon, within the last five years. The project(s) must have included key personnel (Project Manager, Superintendent) assigned to this project. Key personnel's experience may be with the present employer or fully with a previous employer.
- 11.1.4 Availability: The Proposer has available key personnel, and commitment of the CM/GC firm, for the time and magnitude of this Project through December 2004.

11.2 In order to qualify for consideration, Proposer must sign and submit the attached "Attachment A ~ Prequalification Statement" with their Proposal. Proposals that do not contain the signed Prequalification Statement will be deemed nonresponsive to this RFP requirement and will be rejected on that basis without consideration.

11.3 Proposal Evaluation Committee:

- 11.3.1 Under this RFP, the selection procedure is intended to evaluate the capabilities of interested CM/GC firms to provide services to the Urban Renewal Agency for this Project. The technical review committee, in accordance with the criteria listed above, will review and evaluate the proposals to this RFP. On the basis of this evaluation, the CM/GC will be selected based on the overall merits of its proposal, information contained in responses, references, interview (if any), and information obtained from any other reliable sources. A small group of finalists, the number as determined by the technical review committee, may be selected for an interview.
- 11.3.2 The technical review committee may consist of City officials, City staff, and members of Miller/Hull Partnership design team or any other individual the Agency deems appropriate.
- 11.3.3 The technical review committee will evaluate each Proposal on its overall merit, based on responses to instructions and questions of this RFP, along with information gained during the interview, if held, and information gained from conversations with past and present clients.

12. INSTRUCTIONS FOR PROPOSAL RESPONSE & REQUIREMENTS

12.1 The submittal as outlined below, and the PREQUALIFICATION STATEMENT in Attachment A, must be signed by an officer or principal who is authorized to bind your firm. The following questions constitute the criteria for the technical review committee to evaluate Proposals as specified below. Please respond to each using the following format.

12.1.1 **Firm Background** {1~5 points}

Describe your firm's history. Include information identifying the firm's annual volume, financial/bonding capacities, and speak to the firm's stability in the market place. Include information identifying the firm's strengths and weaknesses along with special capabilities that may be appropriate to this Project that will assist in the evaluation.

12.1.2 **Firm Workload** {1~5 points}

Provide the status for anticipated work within the firm in terms of time and magnitude for the time period September 2002 through December 2004, as it relates to availability of key personnel and your firm.

12.1.3 **Firm Experience, Project Understanding & References** {1~30 points}

12.1.3.1 Describe your firm's experience with projects of similar site, size, type, and complexity. Identify which project(s) you feel to be the most similar to this Project in terms of site, size and complexity, and for what reasons. Include photos of the projects referenced.

12.1.3.2 Describe your firm's relevant experience with CM/GC work and how your firm stays current with the body of knowledge in this area. Provide a list of the projects, with references, utilizing CM/GC including the number of years of your firm's CM/GC experience. Provide professional references from similar projects, including the project name, the name of the A/E, members for whom this reference is relevant, and contact name and phone number. At least two of the references shall be subcontractors, at least two shall be owners and two shall be A/Es. Provide information relating to your firm's safety record for similar projects.

12.1.3.3 Describe your understanding of the Project and summarize your firm's expectations of the roles of the Agency, the PM and the A/E. Describe how will your firm interact with the Agency, the PM and the A/E.

12.1.4 **Key Personnel** {1~20 points}

12.1.4.1 Provide a list of names for, and define the relationship of, management individuals that you will commit to this Project. Demonstrate the proposed key personnel's specific experience on projects of similar type, size and scope. Provide specific job experience as it relates to their experience with the CM/GC process and working with public facility construction. Identify their length of employment with your firm and, if less than three years, recent prior firm(s), their responsibility on this Project, and their primary office location.

12.1.4.2 Indicate the period of time of key personnel's commitment available to this Project during the preconstruction and construction phases by providing a staff-loading chart.

12.1.5 **Project Management** {1~20 points}

12.1.5.1 Identify the specific methodology your firm will use in the administration of this Project, in both the preconstruction and construction phases of work as defined in the Sample CM/GC Contract. Describe the firm's planning, scheduling, phasing, and project monitoring skills and processes in the context of this Project through the process from the initial budget through design estimates, value engineering, the establishment of the GMP and the final construction cost. Include also the schedule for your approach to this Project. Describe how costs will be controlled and savings optimized while maintaining the construction schedule.

12.1.5.2 Describe your firm's philosophy in establishing and managing contingency funds. Discuss how your firm sets contingencies, how they are used throughout the Project, and your approach to reducing contingencies during the progress of the construction. Provide any examples your firm may have in successfully managing contingency funds on similar CM/GC projects.

12.1.6 **Proposed Fees** {1~20 points}

12.1.6.1 Preconstruction Fee: Provide your firm's Preconstruction Fee, on an hourly rate basis, as a maximum not to exceed for this Project. This work is to be paid at an hourly rate (that includes all anticipated direct costs otherwise (normally) considered as reimbursable). See Section 6.2 of the Sample CM/GC Contract (Attachment B).

12.1.6.2 CM/GC Fee: Provide your firm's CM/GC Fee as a percentage of the Estimated Cost of the Work for this Project. This Fee is described in Section 6.3 of the Sample CM/GC Contract (Attachment B).

12.1.6.3 General Conditions Work: Provide your firm's Fixed Cost for General Conditions Work, as defined at Section 1.16 of the Sample CM/GC Contract (Attachment B).

13. TECHNICAL MANDATORIES

13.1 Proposals not passing all pass/fail criteria, and not including all requested information for evaluation under the evaluation criteria cited below, may be considered nonresponsive and may be rejected. Each Proposal shall contain the desired information in the format specified and initial submissions shall first be evaluated in accordance with the following:

13.1.1 Ten (10) Copies	PASS/FAIL
13.1.2 Acknowledgement of any/all Addenda	PASS/FAIL
13.1.3 Attachment A – Cover Sheet & Prequalification Statement	PASS/FAIL
13.1.4 Section 12 – Proposal Response & Requirements	PASS/FAIL

14. EVALUATION CRITERIA

14.1 Each responsive Proposal shall be judged as a demonstration of the CM/GC's capabilities and understanding of the services requested. Proposals will be scored according to the following criteria, as set forth in Section 12 of this RFP:

14.1.1 Possible points shall not exceed a maximum total of 100 points:

<u>Categories</u>	<u>Possible Points</u>
1. Firm Background	1 ~ 5
2. Firm Workload	1 ~ 5
3. Firm Experience, Project Understanding & References	1 ~ 30
4. Key Personnel	1 ~ 20
5. Project Management	1 ~ 20
6. Project Fees	1 ~ 20
Total Maximum Points	100

15. AUTHORIZED REPRESENTATIVE

The Agency has identified Mr. Martin Brown, Building Official as Owner's Authorized Representative for this solicitation process and the resultant Contract(s) related to the Project, to oversee the Project, schedule meetings, review and accept CM/GC's performance, approve payment, and issue written directives and amendments and approve written change orders to the Contract.

16. INSURANCE REQUIREMENTS

During the term of any Contract resulting from this RFP, CM/GC shall maintain in force, each insurance required by the Contract Documents or as otherwise agreed to during Contract negotiations. A Contract will not be executed, and Agency will not issue a notice to proceed, until acceptable proof of coverage is received.

17. FOREIGN CONTRACTOR

If the successful Proposer is not domiciled in or registered to do business in the State of Oregon, Proposer shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to the resultant Contract. Proposer shall demonstrate its legal capacity to perform the services set forth under the Statement of Work under this RFP in the State of Oregon prior to entering into any resultant Contract.

18. PUBLIC RECORDS

18.1 This RFP and one copy of the subsequent selected Proposal(s), together with copies of all documents pertaining to the award of a Contract, shall be kept by Agency and made a part of a file or record, which shall be open to public inspection. If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information shall be marked with the following legend:

18.2 "This data constitutes a trade secret under ORS 192.501(2) and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."
The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance", ORS 192.501(2). Therefore, nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

18.3 The above restriction may not include fee schedule information, which shall be open to public inspection.

18.4 Identifying the Proposal in total as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.

19. THE CITY OF WILSONVILLE URBAN RENEWAL AGENCY IS AN EQUAL OPPORTUNITY EMPLOYER

The City of Wilsonville Urban Renewal Agency is committed to achieve a workforce that represents the diversity of Oregon and being a leader in providing fair and equal employment opportunity for all interested applicants and employees.

EXHIBIT B

CONSTRUCTION MANAGERS / GENERAL CONTRACTORS (CM/GC) CIVIC PARK & CITY HALL

1. Baugh Construction Oregon, Inc.
2. Hoffman Construction
3. DPR Construction
4. Drake Construction Company, Inc.
5. Robertson & Olson Construction Co.
6. OTKM Construction
7. R&H Construction
8. Lease Crutcher Lewis Corp.
9. Slayden Construction
10. S.D. Deacon Corp. of Oregon