



# ALBANY REVITALIZATION AGENCY

## An Agency of the City of Albany

# REQUEST FOR PROPOSALS

## CONSTRUCTION MANAGER GENERAL CONTRACTOR (CM/GC) SERVICES

## FOR

## ST-22-08, WATERFRONT IMPROVEMENTS

**Issue Date:** Friday, May 20, 2022

**Due Date:** **Tuesday, June 21, 2:00 p.m. (Pacific Time)**

~~Thursday, June 16, 2022, 3:00 p.m. (Pacific Time)~~

**Public Works Director** ..... **Chris Bailey**  
**City Engineer**..... **Staci Belcastro, P.E.**  
**Economic Development Manager**..... **Seth Sherry**  
**Purchasing Coordinator**.....**Diane M. Murzynski, CPPO, CPPB**

**For more information regarding this Request for Proposals,  
contact [staci.belcastro@cityofalbany.net](mailto:staci.belcastro@cityofalbany.net).**

**CITY OF ALBANY, OREGON, AND ALBANY REVITALIZATION AGENCY**  
**ST-22-08, WATERFRONT IMPROVEMENTS PROJECT**  
**TABLE OF CONTENTS**

TABLE OF CONTENTS.....	1
PROPOSER'S SUBMITTAL CHECKLIST.....	2
NOTICE TO CONTRACTORS.....	3
REQUEST FOR PROPOSALS (RFP) .....	3
SECTION 1 – INTRODUCTION.....	5
SECTION 2 –PROCUREMENT REQUIREMENTS .....	8
SECTION 3 - SCOPE OF WORK .....	16
SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS.....	20
SECTION 5 – EVALUATION CRITERIA AND CONTRACT AWARD.....	25
EXHIBIT A – PROPOSAL CERTIFICATIONS.....	30
EXHIBIT B – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR.....	31
EXHIBIT C - PROPOSER REPRESENTATIONS AND CERTIFICATION.....	32
EXHIBIT D – CERTIFICATION OF INSURANCE REQUIREMENTS.....	33
EXHIBIT E – EMPLOYER DRUG TESTING CERTIFICATION.....	35
EXHIBIT F – PRICE PROPOSAL FORM .....	36
ATTACHMENT A – DEFINITIONS.....	38
ATTACHMENT B - FIRST-TIER SUBCONTRACTOR DISCLOSURE.....	41
ATTACHMENT C - PERFORMANCE BOND .....	42
ATTACHMENT D - PAYMENT BOND .....	44
ATTACHMENT E - RETAINAGE ELECTION.....	46
LIST OF APPENDICES .....	47

**SEE ADDENDUM 1 FOR CHANGES TO THIS SECTION**  
**PROPOSER'S SUBMITTAL CHECKLIST**

Proposals must be emailed by the time and date designated in the Request for Proposals (RFP). It is the responsibility of the proposer to email the proposal by the indicated deadline to the designated location. NO proposals will be taken in person or accepted via a delivery service (FedEx, UPS, USPS, etc.). The City is not responsible for late or mishandled delivery. Proposals received after the designated closing time will be determined nonresponsive and will not be accepted. If the Proposer obtains these documents by means of a website, electronic community site or bulletin board, or copied from a plan center, it is the responsibility of the Proposer to check for any addenda.

All proposals must be received electronically in non-editable PDF format and must use City-provided forms, if applicable, without unauthorized alterations. The total size limit for each email submittal response must be less than 20 MB. An automated response will be generated back to the sender stating, "Proposal has been received by the City." If you do not receive a notification, you may contact Diane Murzynski at [contracts@cityofalbany.net](mailto:contracts@cityofalbany.net) or 541-917-7522. Proposers should submit responses within a reasonable amount of time before the proposal opening date and time to ensure email delivery is not late.

All proposals should include the following or may be considered nonresponsive.

- Introductory Letter
- Firm Profile
- Disclosure Statement
- Experience and Qualifications of Project Team
- Experience and Performance on Similar Projects
- Project Approach, Understanding, and Work Plan
- Proposal Certifications (*Exhibit A*)
- Certification Statement for Corporation or Independent Contractor (*Exhibit B*)
- Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (*Exhibit C*)
- Certification of Insurance Requirements (*Exhibit D*)
- Employee Drug Testing Certification (*Exhibit E*)
- Price Proposal Form (*Exhibit F*) Submitted as Separate PDF**
- Acknowledgement of all addenda on Proposal Certifications)

**Other than what is listed above, it is not necessary to submit any additional pages with the proposal. Submittals should not exceed 20 MB or proposal response may result in non-delivery.**

**SEE ADDENDUM 3 FOR CHANGES TO THIS SECTION**



**NOTICE TO CONTRACTORS  
CITY OF ALBANY AND ALBANY REVITALIZATION AGENCY  
REQUEST FOR PROPOSALS (RFP)**

**CONSTRUCTION MANAGER GENERAL CONTRACTOR (CM/GC)  
ST-22-08, WATERFRONT IMPROVEMENTS PROJECT**

**Proposals Due by 2:00 p.m. ~~3:00 p.m.~~ (Pacific Time), Tuesday, June 21, 2022 ~~Thursday, June 16~~**

Notice is hereby given that the City of Albany (City), Oregon, and the Albany Revitalization Agency (ARA), an Agency of the City, are requesting proposals from qualified Construction Manager General Contractor firms to provide CM/GC services for Preconstruction and Construction Phases for the Waterfront Improvements Project. The Waterfront project includes improvements to Monteith Park, the Dave Clark Trail, and Water Avenue, and connection between Albany's historic downtown and the Willamette Waterfront. The City and ARA intend to enter into a CM/GC contract for preconstruction services and for provisions to add construction services through the acceptance of a guaranteed maximum price within the funding goal of \$16.2 million. This procurement is being made in accordance with Oregon Revised Statutes 279C.337.

Proposal responses must be submitted to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), not later than **2:00** ~~3:00~~ p.m. (Pacific Time), **Tuesday** ~~Thursday~~, June **21** ~~16~~, 2022. Submittals will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line should include the project name "ST-22-08, Waterfront Improvements Project". The body of the email must plainly identify (1) the project name, (2) the proposal due date and time, (3) the proposer's name, and (4) the contractor's license number (per ORS 701). Names of contractors submitting proposals will be posted on the City's website at <https://cityofalbany.net/bids>.

The Request for Proposals can be downloaded from the City of Albany website at <https://www.cityofalbany.net/bids>. It is imperative those who download the RFP documents check the website regularly for addenda, clarifications, and other pertinent notifications. Please email [pw.quotes@cityofalbany.net](mailto:pw.quotes@cityofalbany.net) to be added to the Plan Holder's list.

For questions or clarifications regarding this RFP contact Staci Belcastro, City Engineer, at [staci.belcastro@cityofalbany.net](mailto:staci.belcastro@cityofalbany.net), and Diane Murzynski, CPPO, Purchasing Coordinator, at [diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net).

All City contracts contain a statement declaring the proposer agrees to comply with the provisions of ORS 279C.800 through 279C.870 regarding payment of prevailing wages. The City's contract contains a clause which incorporates by reference all of the provisions of ORS Chapter 279C which are applicable to public contracts. Proposers are expected to be familiar with these provisions including, but not limited to, recent changes to ORS Chapter 279C.

No proposal will be received or considered unless the Proposer is licensed by the Construction Contractors Board for construction projects or licensed with the State Landscape Contractors Board for landscaping projects.

The City may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all proposals in whole or in part when the cancellation or rejection is in the best interest of the City, and at no cost to the City.

DATED THIS 20TH DAY OF MAY 2022.



Diane M. Murzynski, CPPO, CPPB  
Purchasing Coordinator

PUBLISH: Albany Democrat-Herald, on Friday, May 20, 2022  
Daily Journal of Commerce, on Friday, May 20, 2022

## **SECTION 1 – INTRODUCTION**

### **1.1 PROJECT INTRODUCTION**

The City of Albany and the Albany Revitalization Agency seek written proposals from qualified General Contractors to provide Construction Manager/General Contractor services for the Waterfront Improvements Project (ST-22-08). The intent is to award a single contract as a result of this RFP. The Waterfront project includes improvements to Monteith Park, the Dave Clark Trail, and Water Avenue. Project plans and special provisions are developed beyond 80 percent of completion by the Design Team, Walker Macy, and applications have been submitted for required land use and environmental (wetlands and DEQ) permits.

### **1.2 PROCUREMENT METHOD**

The Albany Revitalization Agency approved written findings presented by City staff at the ARA Meeting held on May 11, 2022. The Agency approved the use of an alternative construction delivery method in accordance with OAR 137-049-0600 through 690. A competitive Request for Proposals procurement process will be used to select a firm and enter into a negotiated CM/GC Contract with the successful proposer.

The Waterfront Improvements Project includes Preconstruction Phase Services, development of a CM/GC fee and fixed costs for construction items, with provisions for adding construction services through acceptance of a negotiated Guaranteed Maximum Price (GMP) by contract amendment. The Amendment shall include construction services through completion of the Project. Alternatively, the City may, at its sole discretion, choose to discontinue the CM/GC contract beyond the completion of the Preconstruction Services Phase and solicit bids from qualified contractors for the Construction Services Phase of the Project.

### **1.3 ABOUT THE CITY OF ALBANY**

Albany is a municipal governmental entity providing a full range of services, including public transit; police and fire police protection; land use planning; sewer services; water services; construction and maintenance of streets, and infrastructure; recreational activities, and cultural events. The City of Albany, with a population of 54,935, is the eleventh largest City in Oregon. Located at the confluence of the Willamette and Calapooia Rivers, the city of Albany lies within both Benton and Linn counties. Albany is the largest city in Linn County and serves as the county seat. Albany is also the second largest city in Benton County. From its river town beginnings, Albany has grown south and east with the railroads, state highways and Interstate 5 and across the Willamette into the farms and wooded hillsides of North Albany.

Albany employees approximately 427.40 FTE employees and up to an additional 100 temporary employees seasonally. Employees work in one of nine departments. The departments include Police, Fire, Parks & Recreation, Library, Human Resources, Finance, Information Technology, Public Works Engineering & Operations, and Community Development.

## 1.4 PROJECT BACKGROUND & DESCRIPTION

In 2001, the City adopted an urban renewal plan designating the Central Albany Revitalization Area (CARA). This urban renewal district was created to eliminate blighting influences, and to implement plans for revitalize the community. The CARA Advisory Board oversees the district, and the Albany Revitalization Agency makes final funding decisions for projects within the CARA boundary. The ARA is comprised of the Albany City Council plus the Mayor and typically meets on the third Wednesday each month.

The Waterfront Project commenced in 2018 under the direction of the ARA, with recommendation from the CARA Advisory Board. The expectation is that, when complete, the Waterfront Project will be a major downtown anchor, connecting the community to the river, remove barriers to development and thus encouraging private investment along the waterfront corridor. Information is available on the City website developed for the project at [Albany Waterfront Project – A CENTRAL ALBANY REVITALIZATION AREA PROJECT](#) which includes plans and renderings of the design concepts [Plans and renderings – Albany Waterfront Project](#).

Funding in the amount of \$16.2 million has been secured for the project with \$15 million from the ARA Waterfront Improvements Project fund and \$1.2 million from the Water System Capital Projects fund. Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Rate requirements will apply on early work or construction performed as part of this project. The City is not using federal funds for this project.

The Waterfront Project will focus on improvements to three areas along the waterfront including Water Avenue, Monteith Park, and the Dave Clark Trail. The Waterfront design has been developed for 14 blocks of continuous street adjacent to the Willamette waterfront. However, the available budget limits construction of the project and the following improvements are envisioned:

**Water Avenue Right-of-Way.** Due to available funding, improvements are envisioned to include construction of three blocks of plaza street that will allow portions of Water Avenue to be closed to cars for street festivals, construction of four blocks of green street, parking lot improvements and resurfacing, lighting improvements, landscape improvements, replacement of a 12-inch cast iron water line between Lyon Street and Lafayette Street, storm drain and landscaping improvements, rail crossing improvements, and franchise utilities to be relocated or moved underground within the Plaza Street section of the corridor.

**Monteith Park.** The location of high voltage power requires the existing Monteith Stage be demolished. Improvements are envisioned to include construction of a new Monteith Stage closer to the river which will expand the spectator area for the River Rhythms concert series. Work will include new park paths, splash pad, playground, lighting improvements, and construction of a new entrance plaza to the Riverfront Community Center.

**Dave Clark Trail.** Improvements along the Dave Clark Trail are minimal and include rehabilitation of two existing overlooks, riparian restoration, and construction of connector trails.

Preliminary construction plans and special provisions have been developed and are included as attachments (See Section 1.5) and will be the basis for the value engineering review provided under

the Preconstruction Services. The City is interested in value engineering, phasing, and scheduling recommendations, that can be shown to be beneficial to the Project.

**Railroad Coordination.** The railroad tracks owned by Burlington Northern Santa Fe (BNSF) Railway and operated by Portland & Western Railroad (PNWR), are currently a barrier to development and accessing the waterfront and Monteith Park. The tracks within the project limits are located within the Water Avenue right-of-way (ROW) which is under the jurisdiction of the City of Albany. The railroads will construct crossings improvements that are permitted by ODOT Rail under a separate contract. Crossing orders are under review for this work and the Plans are included as Appendix H.

**Franchise Utility Coordination.** The City has notified affected franchise utility companies of this project and has directed them to relocate their facilities as needed to provide for the construction of this project. Franchise utilities include Pacific Power, NW Natural, CenturyLink, Comcast, LS Networks, AT&T, and Verizon/MCI. Franchise utilities will be relocated underground between Washington Street and Lyon Street, and plans are in development that will need to be coordinated with construction of the Waterfront Improvements project.

## 1.5 STANDARDS & ATTACHMENTS

The design shall be done in accordance with Albany Engineering Standards (see [Engineering Standards \(cityofalbany.net\)](http://cityofalbany.net)), Standard Construction Specifications (see [Standard Construction Specifications \(cityofalbany.net\)](http://cityofalbany.net)) and all local, state, and federal codes and requirements.

The following are included with this RFP to provide additional project background information:

- Appendix A Sample CMGC Contract
- Appendix B Preliminary Construction Plans Right-of-Way Improvements
- Appendix C Preliminary Special Provisions Right-of-Way Improvements
- Appendix D Construction Plans Waterfront Improvements
- Appendix E Preliminary Special Provisions Waterfront Improvements
- Appendix F Phased Design
- Appendix G Final Plan Design
- Appendix H Water Avenue Crossings Project Plans – Portland & Western Railroad
- Appendix I Joint Permit Application
- Appendix J DEQ 401 Certification



**SEE ADDENDUMS 1 AND 3 FOR CHANGES TO THIS SECTION**  
**SECTION 2 –PROCUREMENT REQUIREMENTS**

**2.1 ISSUING OFFICE AND SUBMITTAL LOCATION**

The City Purchasing Coordinator will issue the Request for Proposals document and will be the sole point of contact for the City for questions, concerns, and protests. Proposals must be submitted in non-editable PDF format to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), by **Tuesday** Thursday, June **21** 16, 2022, no later than **2:00** 3:00 p.m. (Pacific Time).

Submittal Address & Questions

City of Albany  
 Finance Department  
 Diane M. Murzynski, CPPO, CPPB  
 Purchasing Coordinator  
 333 Broadalbin Street SW, Albany, OR 97321  
[diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net)

Scope of Work

Staci Belcastro, P.E.  
 City Engineer  
[staci.belcastro@cityofalbany.net](mailto:staci.belcastro@cityofalbany.net)

**2.2 RFP SCHEDULE**

The following general timeline will be used for receiving and evaluating proposals and selecting a CM/GC. The timeline listed below may be changed if it is in the City's best interest to do so.

<b>Activity</b>	<b>Date</b>
Request for Proposal Advertise	May 20, 2022
Solicitation Protest & Request for Changes	June 3, 2022, 12:00 p.m.
Pre-Proposal Meeting	<b>June 14, 2022, 3:00 p.m.</b>
Last Date to Submit Questions	<b>June 15, 2:00 p.m.</b>
Last Date to Issue Addenda	<b>June 16, 2022, 2:00 p.m.</b>
Proposals Due	<b>June 21, 2022, 2:00 p.m.</b>
Proposal Evaluation	<b>June 22 – June 23, 2022</b>
Optional Interviews	<b>June 24, 2022</b>
Notice of Intent to Award	<b>June 27, 2022</b>
Protest Period Ends	July 5, 2022, 12:00 p.m.
Begin Contract Negotiations	July 6, 2022
Award of Contract for Preconstruction Phase Services – ARA approval	July 20, 2022
Finalize GMP – ARA approval	TBD
Execute Amendment for Construction Phase Service	TBD
Construction in Progress	TBD
Project Final Completion	TBD
Report to ARA on Project Completion Success	TBD

## **2.3 CHANGES TO THE SOLICITATION BY CITY ADDENDA**

The City of Albany reserves the right to make changes to the RFP by written addenda posted on the City of Albany website. A prospective proposer may request a change to the RFP by submitting a request to [contracts@cityofalbany.net](mailto:contracts@cityofalbany.net). The request must specify the provision of the RFP in question and contain an explanation for the requested change. All requests for changes or additional information must be submitted no later than the date set forth in the RFP Schedule.

The City of Albany will evaluate any request submitted but reserves the right to determine whether to accept the requested change. If in the Purchasing Coordinator's opinion, additional information or interpretation is necessary, such information will be supplied in the form of an addendum. Any addenda will have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the scope of work of the project given out by City of Albany managers, employees, or agents to the prospective proposers will not bind the City of Albany.

- a. All addenda, clarifications, and interpretations will be posted on the City of Albany's website at <https://cityofalbany.net/bids>.
- b. No addenda will be issued later than the date set forth in the RFP Schedule, except an addendum, if necessary, postponing the date for receipt of Proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarifications, or revisions of proposals.
- c. Each proposer must ascertain, prior to submitting a proposal response, that the proposer has received all addenda issued, and receipt of each addendum must be acknowledged in the appropriate location within the proposal submittal.

## **2.4 TRADE SECRETS AND PUBLIC RECORDS LAW**

All information submitted by proposers will be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the proposals for which proposer requests exception from disclosure consistent with Oregon law. All requests will be in writing, noting specifically which portion of the proposal the proposer requests exception from disclosure. Proposer must not copyright, or cause to be copyrighted, any portion of any said document submitted to the City of Albany as a result of this RFP. Proposer should not mark the whole proposal document "confidential". If a proposal contains any information that is considered a trade secret under ORS 192.501(2), proposers must mark each sheet of such information with the following legend: "This data constitutes a trade secret under ORS 192.501(2) and will not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192." Any proposal marked as a trade secret in its entirety will be considered nonresponsive.

## **2.5 CANCELLATION**

OAR 137-049-0270 provides for cancellation, delay, or suspension or rejection of a solicitation when the cancellation, delay, suspension, or rejection is in the best interest of the City as determined by the City. The City reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City's best

interest. In no event shall the City have any liability for the cancellation of award.

## **2.6 LATE PROPOSALS, WITHDRAWALS AND MODIFICATIONS**

Proposals must be submitted by the time designated in the RFP Schedule. Any proposals submitted after the designated closing time will be considered late and determined nonresponsive. A proposer's request for modification of a proposal, or withdrawal of a proposal received after closing date and time, is late. The City will not consider late proposals, late requests for modifications, or late withdrawals.

## **2.7 CONDITIONS OF SUBMITTAL**

By the act of submitting a response to this RFP, the proposer certifies:

- a. The proposer and each person signing on behalf of any proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the City of Albany, has a direct or indirect financial interest in the proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the proposer's response to this solicitation.
- b. The proposer has examined all parts of the request for proposal, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the proposer must accept the contract documents thereto unless substantive changes are made in same without the approval of the proposer.
- c. The proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the proposed contract.
- d. The proposer has demonstrated quality experience providing the required goods and/or services, or consulting services, whichever is applicable.
- e. The proposer has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds, if applicable.
- f. The proposer will comply fully with the scope of services for the agreed contract.
- g. The proposer can meet any and all registration and certification requirements as set forth and required in the Oregon Revised Statutes and this RFP.

## **2.8 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS**

Proposers must promptly notify the City of Albany of any ambiguity, inconsistency, or error, which they may discover upon examination of the solicitation documents.

- a. Proposers requiring clarification or interpretation of the Contract Documents must make a written request for same to [contracts@cityofalbany.net](mailto:contracts@cityofalbany.net).
- b. The City of Albany will make interpretations, corrections, or changes of the solicitation documents in writing by published addenda. Interpretations, corrections, or changes of the proposal documents made in any other manner will not be binding, and proposers must not rely upon such interpretations, corrections, and changes.
- c. Should any doubt or difference of opinion arise between the City of Albany and a proposer

as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the City of Albany will be final and binding upon all parties.

- d. To the maximum extent allowed by law, the City may waive bid/proposal irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

## **2.9 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION**

Requests for information regarding City of Albany services, programs, or personnel, or any other information must be submitted to [staci.belcastro@cityofalbany.net](mailto:staci.belcastro@cityofalbany.net). Answers will be provided to all proposers of record on the date that answers are available by posting to the City website.

## **2.10 COMPETITION**

Proposers are encouraged to comment, either with their proposals or at any other time, in writing, on any specification or requirement within this RFP, which the respondent believes, will inordinately limit competition.

## **2.11 SOLICITATION PROTESTS**

A protest of any provision in this RFP must be made in writing and emailed to Diane Murzynski, CPPO, Purchasing Coordinator, at [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), no later than the date listed in the RFP Schedule. Submittals will be reviewed upon receipt and will be answered in writing. Any protest must address the requirement, provision or feature of this RFP or its attachments, that the potential proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. Such submittals will be reviewed upon receipt and will be answered in writing.

In addition to the information, a prospective proposer's written protest must include a statement of the desired changes to the procurement process or the solicitation document that the prospective proposer believes will remedy the conditions upon which the prospective proposer based its protest. No such protests or requests will be considered if received after the deadline or requests are incomplete. No oral, telegraphic, telephone protests or requests will be accepted.

## **2.12 COST OF RFP AND ASSOCIATED RESPONSES**

This RFP does not commit the City of Albany to paying any costs incurred by any proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof. Responses to this solicitation are purely voluntary. Proposers must not include any such expenses as part of their proposals.

## **2.13 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS**

- a. The City of Albany reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in a finding that the proposer is nonresponsive and consequent rejection of the proposal.

- b. The City of Albany may obtain information from any legal source for clarification of any proposal or for information on any proposer. The City of Albany need not inform the proposer of any intent to perform additional research in this respect or of any information thereby received.
- c. The City of Albany may perform, at its sole option, investigations of the responsible proposer. Information may include, but will not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity, and related history, and contacting references. All such documents, if requested by the City of Albany, become part of the public record, and may be disclosed accordingly.
- d. The City reserves the right to investigate references including customers other than those listed in the proposer's submission. Investigation may include past performance with respect to its successful performance of similar projects, conformance to Owner's budget, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the City.
- e. The City of Albany reserves the right to request revisions of proposals after the submission of proposals and before award.
- f. The City of Albany reserves the right to negotiate revisions to the final contract, as well as price, and other terms and conditions with the successful proposer.

## **2.14 REJECTION OF PROPOSALS**

The City of Albany reserves the right to reject any or all proposals received as a result of this request. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- a. Failure of the proposer to adhere to one or more of the provisions established in this RFP.
- b. Failure of the proposer to submit a proposal in the format specified herein.
- c. Failure of the proposer to submit a proposal within the time requirements established herein.
- d. Failure of the proposer to adhere to ethical and professional standards before, during, or following the proposal process.

The City of Albany may reject any proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all proposals upon a finding of the City of Albany that it is in the public interest to do so.

## **2.15 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER**

- a. A proposal may not be modified, withdrawn, or canceled by the proposer for 120 calendar days following the time and date designated for the receipt of proposals.
- b. Proposals submitted early may be modified or withdrawn only by email to the City of Albany Purchasing Coordinator, at the submittal location, prior to the time designated for receipt of proposals. All such communications will be so worded as not to reveal the amount of the original proposal or any other material contents of the original proposal.

- c. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided they are then fully in conformance with the proposal submittal instructions.

## **2.16 PROPOSAL OWNERSHIP**

- a. All proposals submitted become and remain the property of the City of Albany and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act (FOIA) and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.
- b. Unless certain pages or specific information are specifically marked "proprietary" and qualify as such within the context of the regulations stated in the preceding paragraph, the City of Albany will make available to any person requesting information through the City of Albany's processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from any proposer to do so after the Notice of Intent to Award has been released.

## **2.17 DURATION OF PROPOSAL**

Proposal prices, terms and conditions will be firm for a period of at least 120 days from the deadline for receipt of submittal. The successful proposal will not be subject to future price escalation or changes of terms if accepted during the 120 calendar-day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

## **2.18 AFFIRMATIVE ACTION**

By submitting a proposal, the proposer must agree to comply with the Fair Labor Standard Act (FLSA), Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS); and all applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations if awarded a contract by the City.

## **2.19 CERTIFICATION OFFICE FOR BUSINESS INCLUSION AND DIVERSITY (COBID)**

The Oregon Business Development Department, through the Certification Office for Business Inclusion and Diversity, is the sole agency that may certify enterprises and businesses as disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses that are eligible to perform public contracts in this state. By submitting a proposal, Proposer certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women, service-disabled veteran, or emerging small business enterprises certified under ORS 200.055 in obtaining any subcontracts as required by ORS 279A.110. The State of Oregon provides a certification directory for MWESB Vendors at <https://www.oregon.gov/biz/programs/cobid/pages/default.aspx>. Proposers shall consider MWESB vendors for subcontracting opportunities.

If the contract is awarded on the basis of CM/GC's certification as a Disadvantaged Business Enterprise (DBE), Minority/Women-owned Business Enterprise (MWBE), Service-disabled Veteran,

and Emerging Small Business (ESB) certifications (collectively known as MWESBs), CM/GC must remain certified during the entire term of the contract. CM/GCs must include a similar provision in any subcontracts for the project.

## **2.20 PAY EQUITY COMPLIANCE**

As required by ORS 279C.520, all proposers must comply with ORS 652.220 and will not unlawfully discriminate against any of proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Proposer's compliance with this section constitutes a material element of this contract and a failure to comply constitutes a breach that entitles the City to terminate this contract for cause.

Proposer may not prohibit any of their employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Proposer may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

If the contract is valued at \$500,000 or more and the proposer has 50 or more employees, then the proposer is required to complete Pay Equity Training through the State of Oregon's DAS, at <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>, and must certify they have taken the training and provide a certificate as evidence before awarded a contract by the City.

## **2.21 SUBCONTRACTORS/SUBCONSULTANTS**

In all solicitations either by competitive bidding, proposals, or negotiation made by the successful proposer for work to be performed under a subconsultant/subcontractor, including procurements of materials or leases of equipment, each potential supplier will be notified by the successful proposer of the proposer's obligations under this contract, Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws.

## **2.22 NOTIFICATION OF INTENT TO AWARD**

Responsive proposers to this RFP will be notified of the Selection Review Committee's recommendation and the City's intent to award an agreement not less than seven (7) days prior to award of agreement. The notice of intent to award an agreement will be directed to the person who has signed the proposal on behalf of the proposer, or their designee, if an email has not been provided.

## **2.23 PROTEST OF AWARD**

A Proposer may protest the award of a contract or the intent to award such a contract, whichever occurs first, as defined in OAR 137-049-0450, if the following conditions are satisfied: (1) The Proposer must be adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful; (2) The reason for the protest is that all the lower proposals or higher ranked proposals are nonresponsive; (3) The City has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the Solicitation Document; (4) The City has abused its discretion in rejecting the protestor's bid as nonresponsive; (5) The City's evaluation of the proposals or the subsequent determination of award is otherwise in violation of OAR 137-049-0450.

The Proposer must deliver the written protest to the Purchasing Coordinator within seven days after issuance of Notice of Intent to Award to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net). A Proposer's written protest shall specify the grounds for protest. The City shall not consider a Proposer's contract award protest submitted after the above timeline. Protests not filed within the time specified or that fail to cite the specific law, rule, regulation, or procedure upon which the protest is based, shall be dismissed.

#### **2.24 NONAPPROPRIATION**

The City's obligation to award this RFP is contingent upon appropriation or approval of funds.

#### **2.25 CM/GC AGREEMENT AND GMP AMENDMENT**

The Successful Proposer will be required to sign an Agreement to deliver to the City at a cost negotiated for the scope of the Preconstruction Services and conditions set forth herein, and an agreed upon Statement of Work (if applicable). It is the City's intent to award an Agreement in substantially the form of the Agreement attached as Appendix A. The Guaranteed Maximum Price (GMP) will be negotiated as an Amendment to the CM/GC Agreement prior to the commencement of Construction Services. Any additional contract amendments will take a similar form.

#### **2.26 NOTICE TO PROCEED**

Work under the Agreement may not begin until the Notice to Proceed has been issued. The City will issue the Notice to Proceed after execution of the contract. The Notice to Proceed will state the date work under the Agreement will begin.

#### **2.27 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR**

The City's representative or designee shall have full authority to act on behalf of the City with respect to administration of the provisions of this contract, including the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The representative or designee shall also have authority to reject all work that does not conform to the contract documents. The representative for the purpose of administering this contract will be Staci Belcastro, City Engineer, 541-917-7645, [staci.belcastro@cityofalbany.net](mailto:staci.belcastro@cityofalbany.net).

The City's representative shall observe, monitor, and inspect the work to the extent required to determine the provisions of the contract documents are being properly fulfilled. The inspection of the work completed shall not relieve the CM/GC of his/her/their obligation to perform acceptable work in conformance with these contract documents.

#### **2.28 INVOICES**

All invoices must be submitted in writing and given by mail or email to:

City of Albany  
Attn: Accounts Payable  
P.O. Box 490, Albany, Oregon 97321  
[accountspayable@cityofalbany.net](mailto:accountspayable@cityofalbany.net)

And when so addressed, will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, bills will be deemed given at the time of actual delivery.



## SECTION 3 - SCOPE OF WORK

### 3.1 SCOPE OF WORK

The selected CM/GC will be a part of a team composed of the City and other Project Consultants through completion of the Preconstruction Phase, and Construction Phase (if awarded). The CM/GC firm must be skilled in construction, developing schedules, preparing construction estimates, performing value engineering, analyzing constructability, understanding construction methods and techniques, selecting subcontractors, and aiding the City in identifying and procuring long lead equipment and materials to lock in pricing, address long lead times, and reduce potential supply chain issues. The CM/GC will be familiar with the local labor and subcontracting market and must be capable of working and contracting directly with subcontractors to generate viable pricing.

**1 Preconstruction Phase Services.** The CM/GC will perform the following as part of the project Preconstruction Phase services. The CM/GC firm and its team members shall work collaboratively and proactively with the city and with the design consultant to identify and develop changes required to deliver the Waterfront Project within the budget goal of \$16.2 million, prepare documents required for the GMP, and prepare documents required for the Construction Phase Services (anticipated to be in the Summer of 2023).

Preconstruction Phase services shall include, but shall not be limited to:

- A.** Review design documents for the Waterfront Project to understand the design criteria, identify and reconcile constructability issues, identify project risks and opportunities for cost savings, while still meeting the requirements of the project.
- B.** Participate in a kickoff meeting with City and City's Design Team to introduce the Project Team members, establish communication protocol, review the Scope of Work, schedule, and discuss scope items that will be considered.
- C.** Coordinate with other project team members to ensure that the project meets quality, scope, schedule, and budget objectives.
- D.** Conduct value engineering to identify revisions in the selection of the means and materials, and their effect in reducing costs and/or risks. During this work, the City reserves the right to accept or reject proposed changes.
- E.** Provide for field and existing conditions investigation
- F.** Provide recommendations to facilitate and improve coordination with franchise utility and railroad construction.
- G.** Select subcontractor(s) in preparation for establishing a final GMP for the construction work, including:
  - Creating bid packages in collaboration with the City
  - Establishing a subcontractor selection plan

**SEE ADDENDUM 1 FOR CHANGES TO THIS SECTION**

- ~~Obtaining ARA's pre-approval for any sole source or self-performed work or bid packages~~
- ~~Obtaining ARA's pre-approval if CM/GC plans to bid on any of the bid packages (act as a bidder).~~

- Competitively bid the subcontracting Work.

- H. Prepare a construction plan, recommend phasing (if any), early work items, sequencing of work, materials, and equipment procurement.
- I. Identify subcontract bid packages and material procurement packages required for construction, including those that could be advertised or secured prior to beginning of the Construction Services Phase. The subcontracting plan shall meet the requirements set forth in the Contract for self-performance and subcontracting. The City may, at its option, elect to authorize the CM/GC to advertise and award subcontracts or material procurements in advance of construction if the Project will benefit. CM/GC assumes any and all risks related to or associated with its recommendation to advertise and award subcontracts and/or material procurements in advance of the construction period, including but not limited to increased cost of the Project caused by escalation, inflation, market conditions.
- J. Provide a master schedule for the project. Identify construction sequencing and early work items that may benefit the City.
- K. Provide cost-estimating expertise that includes working with local labor and subcontracting markets and materials and equipment suppliers to generate viable construction cost estimates prior the GMP. CM/GC shall develop all construction cost estimates with due diligence as their content is critical to the decision-making process for Project Scope, execution of the Project, and funding. Written documentation and supporting information shall be provided for each cost estimate. CM/GC shall anticipate providing two Project cost estimates (two during the value engineering work and one prior to the formal GMP Proposal).
- L. If Early Work Amendment is executed, the CM/GC will provide a 100% performance and 100% payment bond in the amount of the negotiated Early Work pricing.

**2. Construction Phase Services.** If awarded, acceptance of the GMP by Contract Amendment (Appendix A) will initiate Construction Phase Services to fully construct the Work as defined within the Contract Documents. The Scope of Work will be developed in conjunction with the CM/GC as a part of the Preconstruction Services. GMP will be prepared by CM/GC upon closure of the Preconstruction Phase Services. The established GMP will be the maximum amount paid for the construction of the Project unless scope changes are requested by the City after acceptance of the GMP and negotiated as an additional Contract Amendment.

At the time of execution of the GMP Contract Amendment, the CM/GC will be required to submit a 100% Performance Bond and 100% Payment Bond for the Construction Phase Services, along with a First Tier Subcontractor and Retainage Election form.

The City intends to make changes to the Sample CM/GC Contract as necessary, including the allowance of subcontracting by other than low bid and/or structuring joint ventures with such firms, and will incorporate that plan by reference in the resulting CM/GC Contract.

### **3.2 CONTRACT TERM**

The proposed term of this contract is anticipated to begin in August 2022. Services shall begin within ten days after the receipt of the City's Notice to Proceed.

### **3.3 INDEPENDENT CONTRACTOR (ORS 670.600)**

The proposer shall provide all labor, equipment, material, and supervision necessary to perform the scope of services described in this RFP. The parties intend that CM/GC, in performing the services specified in this contract, shall act as an independent contractor, and shall have the control of the work and the manner in which it is performed. CM/GC is not considered an agent or employee of the City of Albany and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the City of Albany provide its employees.

### **3.4 PROJECT SCHEDULE AND DELIVERABLE TIMELINE**

The specific dates for events and the deliverable timelines will be determined after the selection of the CM/GC firm and outlined in the negotiated statement of work. The CM/GC will propose a detailed project schedule and an explanation of how the firm will meet the project requirements on time and on budget.

### **3.5 PROJECT MANAGEMENT**

The City reserves the right to require written status reports (no more than twice per month) to verify project progress, any project schedule or budget changes, and to document/discuss any other issues that may affect successful on-time and on-budget project implementation.

### **3.6 WORK PERFORMED BY CITY AND OTHERS**

The selected CM/GC will coordinate with the City to implement the Project Schedule. Any specific duties the City will perform for the project shall be identified by the CM/GC. Proposals should reflect a coordinated approach and should specify the type and level of support anticipated from City staff. At all times, the City will do its utmost to provide timely responses regarding all project issues and questions that might arise.

### **3.7 CM/GC's EMPLOYEES**

CM/GC's employees should not represent to anyone they are an employee of the City. All personnel employed by the CM/GC shall present a neat appearance and be courteous to the public. CM/GC may be required to attend ARA meetings either remotely or in person. The CM/GC will utilize employees who can perform the work described in the scope of services in the RFP. The City and the CM/GC will promptly notify the other of any complaints received within 24 hours. At the request of the City, the CM/GC shall promptly replace for just cause any employee performing in an abusive or disorderly manner. CM/GC must agree to follow all City required Oregon Health Authority and OSHA COVID-19 guidelines.

### **3.8 INCREASE OR DECREASE IN SERVICES BY AMENDMENT**

The City shall have the option to increase or decrease services and may request CM/GC to provide additional work and perform special projects for the City. All change orders to the contract will be negotiated, in the form of an amendment to the contract, and mutually agreed upon. The amendment will represent a proportional adjustment to the contract price resulting from the increase or decrease in the scope of work. The amendment shall be executed by both parties.

**SEE ADDENDUMS 1 AND 3 FOR CHANGES TO THIS SECTION**  
**SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS**

**4.1 SUBMITTAL PROCESS**

Proposals must be submitted electronically to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), by **Tuesday** ~~Thursday~~, June **21** ~~16~~, 2022, no later than **2:00** ~~3:00~~ p.m. (Pacific Time). The email subject line must include the project name "ST-22-08, Waterfront Improvements Project".

The total size limit for each email submittal should be less than 20 MB or proposal response may result in non-delivery to the City email proposal repository. If concerned about submittal response size, proposers are encouraged to submit documents by sections to avoid non-delivery. An automated response should be generated back to the sender stating, "Proposal has been received by the City." If a notification is not received by the sender, contact Diane Murzynski at [contracts@cityofalbany.net](mailto:contracts@cityofalbany.net) or 541-917-7522. Proposals received after the specified date and time will not be given further consideration. Proposers submitting proposals are solely responsible for the means and manner of their delivery.

Each proposal must include, at a minimum, the items listed in Section 3, Scope of Work. The proposal must contain the mandatory submittal requirements listed below. Incomplete proposals may be considered nonresponsive. A completeness check will be conducted for each proposal.

**4.2 PROPOSAL FORMAT**

Proposals should be prepared and submitted in non-editable pdf format and labeled to match those sections in the RFP and with all pages numbered. **Proposals shall be limited to 35 pages using a 11-point minimum font size. Each side of an 8 ½" × 11" page equals one page; each side of an 11" × 17" page equals two pages. Dividers and tabs (if provided), Exhibits, Certifications, Introductory Letter, Disclosure Statement, Firm Profile, and Résumés (if provided) do not count towards the page limit. Résumés (if provided) shall be limited to two pages.** The proposal should be prepared succinctly, providing a straightforward, concise description of the proposer's ability to meet all requirements of the RFP. There should be no unnecessary attachments or exhibits. City reserves the right to reject proposals that are deemed illegible or too difficult to read.

**4.3 PROPOSER REPRESENTATIONS**

Before submitting a proposal, the proposer must examine the scope of services and conditions thoroughly; provide for appropriate insurance, deposits, and bonds, if required; comply fully with the scope of services for the agreed contract; and ensure any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes and this RFP.

**4.4 JOINT PROPOSALS**

If proposer is a partnership or joint venture, information must be provided for each partner or joint ventures, and each partner or joint ventures must sign the proposal and any contracts on behalf of both itself and the proposer, and each will be jointly and severally liable. In the case of a legal partnership or joint venture, a written Memorandum of Understanding between the parties must be submitted with the proposal setting forth the business and service delivery agreements between the parties.

#### **4.5 PROPOSED PROJECT TEAM**

It is the City's expectation that the CM/GC's key personnel and project team be the same team used once the project is initiated unless changes are negotiated between the City and the CM/GC prior to final contract execution. The proposer must acknowledge and agree that the proposer is entering into this contract because of the special qualifications of the proposer's project team based on the expertise, experience, judgment, and personal attention of key personnel. The proposer should not reassign or transfer the key personnel to other duties or positions without notifying the City. In the event a replacement of key personnel is necessary, the replacement must be acceptable to the City.

Proposer will provide City with key personnel who have experience with the proposer's company and services. The City will have the right to interview, review the qualifications of, and approve or disapprove any proposed change in key personnel. If an agreement cannot be reached, the City reserves the right to terminate the contract with the CM/GC.

#### **4.6 PROPOSAL REQUIREMENTS**

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the proposer to mislead the City may disqualify the proposer. Each proposer must provide the following in addition to meeting the mandatory submittal requirements. A clear understanding of the work to be performed, demonstrated by the comprehensiveness and appropriateness of the proposal and specific qualifications of the proposer and specific prior work experience within a governmental environment.

#### **4.7 PROPOSAL CONTENT – MANDATORY SUBMITTAL REQUIREMENTS**

Proposers must describe their qualifications and commitment to providing the scope of services defined in Section 3 and include the following submittal requirements.

##### **A. Introductory Letter (Does not count towards 35-page limitation)**

- Summarize the key points of the proposal and provide an expression of interest in the project.
- Proposer should indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the Sample CM/GC Contract, Appendix A.
- The letter should include that the proposer submitting the proposal agrees to perform all work outlined in the City's RFP and within the time periods established by the City.
- Name the person(s) authorized to represent the proposer in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result. The letter must be signed by an authorized representative of the proposer and include email address, and telephone and fax numbers.
- Any exceptions to the City's Standard Terms and Conditions Agreement should be provided within this Letter. If proposer is exempt from providing workers' compensation insurance, proposer should note that exemption in the Introductory Letter.
- Provide evidence of Insurance by providing a certificate of insurance meeting the City's insurance requirements.

**B. Firm Profile (Does not count towards 35-page limitation)**

- **Firm Profile shall be limited to two pages.**
- Include full legal name, including any and all company names previously used.
- Provide the history of the firm, year business started, and length of time in business.
- Include the state and location of company headquarters. Include offices in Albany and surrounding local areas.
- Provide approximate number of projects worked on per year and describe your availability to perform the work described in the RFP.
- Provide a brief description demonstrating the firm's commitment to safety, i.e., for example safety records.
- Provide a brief description of the reasons why the proposer's company and project team should be considered over its competitors to provide the scope of work.

**C. Disclosure Statement (Does not count towards 35-page limitation)**

- Provide a statement disclosing whether the CM/GC or any of its staff assigned to this contract have been sued or have been subject to professional discipline in connection with providing design services for any client, or any related services. If such lawsuits or disciplinary actions have occurred, summarize the allegations, when they occurred, and indicate the outcome of the proceedings.
- A statement regarding any current litigation proposer's company is involved in where an adverse decision may result in a material change to the Proposer's financial position and future viability.

**D. Experience & Qualifications of the Project Team**

- Identify members of the proposed Project Team including the Project Manager, the Construction Superintendent, the Estimator, the Scheduler, and the Safety Officer.
- For all key personnel, provide descriptions of past projects to demonstrate the firm's ability to provide the services outlined in the individual scope of work for this project, and the extent of their involvement during each phase of the project (Preconstruction, Subcontractor selection, Construction).
- Describe how any knowledge, understanding, and experience gained from past projects relates to the specific needs outlined in this RFP's scope of work.
- Summarize how any knowledge, understanding, and experience gained from past projects adds value to the efficiency, effectiveness and overall quality of the work being proposed for this project.
- Include any specific work experience on City of Albany projects.
- In submitting a Proposal, Proposer represents that the Project Team identified in the Proposal shall be available to work on this project, for its duration.
- **Résumés, if provided for key personnel, shall be limited to two pages, and will not count against the total page limitation of 35 pages.**

**SEE ADDENDUMS 1, 2, AND 3 FOR CHANGES TO THIS SECTION**

**E. Experience & Performance on Similar Projects**

- Provide a minimum of four projects completed within the past ten years by the firm. Describe firm's experience using Alternative Contracting Approaches such as CM/GC. Preference will be given to Proposers with CM/GC project experience.
- Provide a description of the Project, timeline/term of contract, type of delivery method used, description of the delivery method (design-bid-build, CM/GC, or design-build), and a description of the preconstruction services performed, (if any), and commissioning.
- Identify if individuals named in your Project Team participated in the construction of each listed Project. Identify Projects where members of the proposed Project Team have previously worked together and what their roles and responsibilities in those projects included.
- Provide the name, phone number, and email address for client reference(s) for each Project listed, including government agency projects. Additional references may be contacted by the City at its discretion to assist with the evaluation of experience, qualifications, and customer satisfaction.

Provide the following information for each of the Projects provided as references:

- Owner's estimated construction cost
- Original and final price for preconstruction phase services, if applicable
- Original bid or CM/GC GMP for construction phase services
- Final construction contract cost or GMP for construction phase services (includes all amendments)
- Estimated construction completion time
- Actual construction completion time
- Project savings and percent of savings allocated between Contractor and Owner

**F. Project Approach, Understanding, and Work Plan**

- The proposer must present a clear and concise understanding of the overall project and its objectives based on the available information.
- Proposer should list and describe the significant issues and concerns that need to be addressed. Other potential issues not previously indicated herein should be presented, along with any innovative or unique solutions, **and design philosophy.**
- Include an explanation of how a collaborative relationship with the City and the design team will be established, including methods for communicating, building consensus, sharing of information and materials, as well as facilitating or participating in City staff, community, and/or ARA meetings.
- Proposer must describe how they will control costs to meet budget and project requirements and mitigate risks.
- Describe firm's approach to Preconstruction Phase Services **and Construction Phase Services.**
- **Provide a Work Plan and anticipated schedule with as much detail as possible that addresses and fulfills the project objective through the Preconstruction Phase.**



**SEE ADDENDUMS 1, 2, AND 3 FOR CHANGES TO THIS SECTION**

- **Indicate the scope of work your firm proposes to bid on to self-perform and its ability to perform such work. The CM/GC will self-perform work without a competitive bid at the discretion of the Owner, who reserves the right to require all work elements be competitively bid.**

**G. Pricing Proposal Form (Exhibit F)**

- **Complete and return the Price Proposal Form included as Exhibit F as a separate PDF. The Price Proposal Form does not count against page limitation of 35 pages.**

**4.8 ADDITIONAL ATTACHMENTS REQUIRED**

- Proposal Certifications (Exhibit A)
- Certification Statement for Corporation or Independent Contractor (Exhibit B)
- Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit C)
- Certification of Insurance Requirements (Exhibit D)
- Employer Drug Testing Program Certification (Exhibit E)
- **Pricing Proposal Form (Exhibit F) Submit as a Separate PDF**

## SECTION 5 – EVALUATION CRITERIA AND CONTRACT AWARD

### 5.1 SELECTION PROCESS

The process to select a CM/GC will consist of a solicitation of proposals from all proposers interested in providing the required services described in this RFP. Proposers shall meet the requirements and demonstrate the necessary experience and professional qualifications to complete the project with the essential staff on time and within budget in an efficient and cost-effective manner.

The City reserves the right to reject any or all proposals and is not liable for any costs the proposer incurs while preparing the proposal. All proposals will become part of the public file, without obligation to the City. Upon completion of the evaluations, the City intends to negotiate a contract with the proposer whose proposal best meets the City's expectations for providing the highest quality of services.

### 5.2 SELECTION REVIEW COMMITTEE

The Selection Review Committee will be comprised of a minimum of three members. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation of award. The City may seek expert advice to help review proposals. Such advisors to the Selection Review Committee may attend evaluation meetings and proposer interviews, if applicable, and lend any such expertise to the process as requested. However, any such person contacted by the City for their expert advice shall not, from first being contacted until the RFP process is completed, have communications with any proposers regarding their proposals or the process.

Proposals must provide a concise description of the proposer's ability to satisfy the requirements of the RFP with emphasis on completeness and clarity of content. If additional information is deemed necessary as part of the evaluations, such information will be solicited to allow the Committee to complete the evaluation process.

### 5.3 EVALUATION CRITERIA

The criteria listed below will be used to evaluate the proposal response to determine the apparent successful proposer. Scoring will be completed covering all areas listed below in the Evaluation Criteria. All scores for each proposer shall be added together to arrive at a final score for each proposer. Proposals will then be ranked in descending order by the total proposal score. Total possible points will be **200 150**.

#### A. Introductory Letter, Firm Profile, Disclosure Statement

- Proposer must demonstrate the ability to provide the services and a willingness to enter into a contract with the City.
- Must be capable and available to provide the entire scope of services.
- Proposer must have the financial strength to deliver the requirements in the RFP and be capable to provide and meet project bonding requirements.

- Proposer has demonstrated transparency and provided a disclosure statement regarding lawsuits or disciplinary actions, including outcomes for their company and subconsultants, if applicable.

## **B. Experience & Qualifications of the Project Team**

A capable, dedicated project team is crucial to any successful project. The CM/GC's team needs to be identified, along with its full capabilities relevant to the project at hand.

- Does the Project Team's qualifications and experience relate to the requested services?
- Will the proposed experience of the Team meet the Project needs?
- Are there similar projects in complexity? Does the work characterize the Project Team's work quality and reflect a successful project result?
- Did the Proposer indicate staffing availability to perform the work for the duration of the project?
- Proposer should identify members of the Project Team and describe their services, roles, and responsibilities during the project.

## **C. Experience & Performance on Similar Projects**

- Did the Proposer provide adequate detail to determine the firm and the employee's qualifications, experience, capability, and availability to provide the required services?
- Does the Proposer have adequate relevant experience?
- Will the proposed experience of the firm and/or proposed Project Team meet the needs of the City?
- Did the Proposer provide performance history to demonstrate previous project success firm and/or the proposed Project Team?
- Did the Proposer provide references and do the references provided for similar projects clearly demonstrate the type of services provided to clients, including government agencies, and the length of service?
- Do the references represent clients requesting the same types of services required by the City?
- Were customers satisfied with the level of expertise and the qualifications of the key personnel and Project Team assigned to provide the required services?

## **D. Project Approach, Understanding, and Work Plan**

This evaluation component will allow the City to assess the contractor's understanding of the services that are requested and needed for a successful project.

- Does the Proposer present a clear and concise understanding of the overall project and its objectives based on the available information?
- Did the Proposer describe their approach to the project?
- Did Proposer describe the significant issues and concerns that need to be addressed?

**SEE ADDENDUMS 1 AND 3 FOR CHANGES TO THIS SECTION**

- Were there general or specific tasks the Proposer believes are important for prudent management and sequencing of the tasks, and detailed in the proposed project schedule?
- Did Proposer include an explanation of how a collaborative relationship with the City, ARA, and Design Team will be established and the proposed best method for communication?
- Did Proposer describe how they manage and control costs to meet budget?
- Provided a **work plan and anticipated** project schedule for the **Preconstruction Phase** ~~proposed scope work~~ and how to manage the project to control costs to meet budget requirements and mitigate risks?

**E. Price Proposal Form (Exhibit F)**

- **Did the Proposer complete the Price Proposal form and submit as a separate PDF?**

**5.4 EVALUATION CRITERIA SCORING GRID**

The criteria outlined in the scoring grid will be evaluated by the selection committee based on a point system or pass/fail. Total possible points will be 200 and are weighted as outlined in the scoring grid, with the exception of the Price Proposal Form criteria. A maximum of 30 points for the Price Proposal Form criteria is available for the following categories:

- **Cost of Key Personnel (maximum of 6 points)**
- **General Conditions Percentage (maximum of 6 points)**
- **Overhead and Profit Percentage markup on self-performed work (maximum of 6 points)**
- **Overhead and Profit Percentage markup on subcontracts (maximum of 6 points)**
- **Overhead and Profit Percentage markup on procurement Items (maximum of 6 points)**

The lowest priced (or percentage) submitted for the five categories will receive the maximum points available. Proposals that don't have the lowest price (or percentage) for a particular category will be assigned points proportionate to the lowest price (or percentage) for a category. If two or more proposals have the exact same price (or percentage) for a category, then they will receive the exact same score.

SCORING GRID		
Evaluation Criteria	Percent Score	Max Points Possible
Introductory Letter	P/F	P/F
Firm Profile	P/F	P/F
Disclosure Statement	P/F	P/F
Experience and Qualifications of Project Team	25%	50
Experience and Performance on Similar Projects	20%	40
Project Approach, Understanding, and Work Plan	40%	80
Price Proposal Form (from Exhibit F): 1. Cost of Key Personnel (6 points) 2. General Conditions Percentage (6 points) 3. O&P Percentage Markup on self-performed work (5 points) 4. O&P Percentage Markup on subcontractor work (6 points) 5. O&P Percentage Markup on procurement items (6 points)	15%	30
<b>TOTAL POINTS AVAILABLE IS 200</b>	100%	200

**5.5 OPTIONAL INTERVIEWS**

The City may choose to hold interviews with a “short list” of qualified proposers, identified as the competitive range, after the Proposals are evaluated. The Selection Review Committee may ask additional questions related to the proposal and the scope of work and require Proposers to provide their approach and vision for a successful project. The City will schedule the time and locations of the interviews, if required, on the dates indicated in the RFP Schedule. Interviews will take place at a location to be determined in Albany or may be conducted remotely. The Competitive Range may include the top three proposers. The City may increase the number of proposers in the Competitive Range if the evaluation of proposals establishes a natural break in the scores indicating a number of Proposers greater than the initial Competitive Range are closely competitive or have a reasonable chance of being determined to be the best Proposer.

CM/GCs invited to the interview will be responsible for making and paying for their own travel arrangements, if applicable. There will be a possible 100 points attributed to interviews that will be weighted at 25%.

**5.6 RANKING OF PROPOSALS**

Proposals may be ranked by the Selection Review Committee based on evaluation of responses and interviews, with the first-ranked Proposer being that Proposer which is deemed to be the most appropriate and fully able to perform the services, and the second-ranked Proposer being the next most appropriate, all in the sole judgment of the Selection Review Committee. Proposers scores will be totaled and ranked. Any Proposer’s response to this RFP shall be considered de facto permission to the City of Albany to disclose the results when completed to selected viewers at the sole discretion of the City of Albany.

## 5.7 NEGOTIATIONS

**SEE ADDENDUM 1 FOR CHANGES TO THIS SECTION**

The City may commence negotiations with the highest ranked, eligible Proposer. The City may negotiate: (a) the statement of work; (b) the contract price as it is affected by negotiating the statement of work; and, (c) any other terms and conditions reasonably related to and expressly authorized for negotiation in the RFP or addenda thereto, or alternative terms and conditions that are reasonable and declared by Proposer within their proposal response to be considered for negotiation.

After the evaluation process is complete, the City will notify Proposers of its intent to award to the most qualified Proposer. The City will attempt to reach a final agreement, including a detailed scope of work, project schedule, and fee schedule with the most qualified Proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second most qualified Proposer. The negotiation process may continue in this manner through successive rounds with CM/GCs until an agreement is reached or the City terminates the CM/GC contracting process. (OAR 137-049-0650).

## 5.8 CONTRACT AWARD

The award of a contract is accomplished by executing a contract with a written agreement that incorporates the entire RFP, attachments, exhibits, proposer's response, clarifications, addenda, and statement of work. All such materials constitute the Contract Documents. The Issuing Office is the sole point of contact for the issuance and compliance of the contract and insurance. The contract shall be substantially in the form of the sample CM/GC Contract, Appendix A. The proposer must indicate a willingness to negotiate a contract in a timely, reasonable manner with the City. The City reserves the right to negotiate with the second-ranked proposer if the contract negotiation attempts are unsuccessful with the apparent successful proposer.

## 5.9 INSURANCE REQUIREMENTS

The successful proposer must provide insurance coverage for general liability, automobile liability, professional liability, pollution liability, builder's risk, and workers' compensation insurance, **umbrella and excess liability (if applicable)**, which will extend to and include work in Oregon unless proposer is exempt from workers' compensation. Contractor should indicate any exemptions, if any, within the Introductory Letter. **A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance.**

Proposer must provide evidence of insurance and certify they can meet the City insurance requirements as defined in the RFP, and if awarded a contract must provide a Certificate of Insurance reflecting the insurance requirements within ten (10) days of the Notice of Contract Award.

## EXHIBIT A – PROPOSAL CERTIFICATIONS

The undersigned hereby proposes and if selected agrees to furnish the services described in accordance with the RFP, exhibits, attachments, and addenda, if applicable, for the term of the Agreement and certifies that the proposer is not in any way involved in collusion and has no known actual or apparent conflict of interest in submitting a proposal.

### **Certifications**

**Non-Collusion** The undersigned Proposer hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the City. The fees, prices, and Response submitted herein have been arrived at in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers or foreknowledge of the prices or Responses to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

**Discrimination** The undersigned Proposer has not discriminated and will not discriminate against any minority, women, or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining a required subcontract.

**Conflict of Interest** The undersigned Proposer and each person signing on behalf of the Proposer certifies they do not have a personal or organizational conflict of interest. Proposer certifies they have not participated in drafting the scope of work or writing specifications required for the project.

In the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City Council, officer, employee, or person, whose salary is payable in whole or in part by the City, has a direct or indirect financial interest in the award of this Response, or in the services to which this Response relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

The undersigned hereby submits this Response to furnish all work, services, systems, materials, and labor as indicated herein and agrees to be bound by all related contract documents.

**Public Record** Proposer agrees that proposal may be released in total as public information in accordance with the requirements of the laws covering the same. Any proprietary information has been clearly marked.

**Disadvantaged Business Enterprises (DBE)** (check applicable box):  Yes  No **Type of DBE** \_\_\_\_\_

**Reciprocal Preference Law** - Residency (check one box):  Resident (Oregon) Proposer  Non-Resident Proposer

**Addenda Acknowledgement** – No.(s) \_\_\_ Dated \_\_\_ No.(s) \_\_\_ Dated \_\_\_ No.(s) \_\_\_ Dated \_\_\_

No.(s) \_\_\_ Dated \_\_\_ No.(s) \_\_\_ Dated \_\_\_ No.(s) \_\_\_ Dated \_\_\_

### **Signature Block**

The undersigned hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
Contractor Name/Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Mailing Address, City, State, Zip

\_\_\_\_\_  
Tax Identification No.

\_\_\_\_\_  
Fax Number

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**EXHIBIT B – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR**

**A. Contractor is a Corporation, Limited Liability Company, or a Partnership**

*I certify under penalty of perjury that Contractor is a (check one):*

- Corporation     Limited Liability Company     Partnership     Nonprofit Corporation authorized to do business in the State of Oregon

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

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

**B. Contractor is a Sole Proprietor Working as an Independent Contractor**

*Contractor certifies under penalty of perjury, that the following statements are true:*

1. If Contractor is providing services under this Contract for which registration is required under ORS Chapter 71 (Architects and Landscape Contractors) or 701 (Construction Contractors), Contractor has registered as required by law.
2. Contractor is free to determine and exercise control over the means and manner of providing the service subject to the right of the City to specify the desired results.
3. Contractor is responsible for obtaining all licenses or certifications necessary to provide the services.
4. Contractor is customarily engaged in providing services as an independent business. Contractor is customarily engaged as an independent contractor if at least three of the following statements are true.

Note: Check all that apply. You must check at least three to establish that you are an independent contractor.

- A. Contractor's services are primarily carried out at a location that is separate from Contractor's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- B. Contractor bears the risk of loss related to the services provided under this Contract.
- C. Contractor provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- D. Contractor makes a significant financial investment in the business.
- E. Contractor has the authority to hire additional persons to provide the services and has authority to fire such persons.

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

Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_



## EXHIBIT C - PROPOSER REPRESENTATIONS AND CERTIFICATION

Failure of the proposer to complete and sign this form may result in the rejection of the submitted offer. The proposer will notify Purchasing in the Finance Department within 30 days of any change in the information provided on this form.

The proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

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

If proposer is unable to attest to any of the statements in this certification, proposer must attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude the proposer from award of a contract under this procurement.

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

*(notarization is not required)*

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

Name/Title \_\_\_\_\_

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

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

## EXHIBIT D – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor must at all times maintain in force at Contractor's expense the insurance noted below. Evidence of Insurance shall be provided with Proposal Response. Coverages underlined AND marked with an "X" as "Required" are mandatory.

**Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included. If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption below with qualified reasons for exemption, ORS 656.027.** Out-of-state Contractors with one or more employees working in Oregon in relation to this Contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.  Check this box if Contractor is exempt and provide qualified reason: \_\_\_\_\_

**Professional Liability** insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.** If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Contractor shall provide **Tail Coverage**.

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Commercial General Liability** insurance with coverage satisfactory to the City on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$3,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **Annual aggregate must be on a "per project basis"**. A combination of primary and **Excess/Umbrella insurance** may be used to meet the required limits of insurance.

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.  
 If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Automobile Liability** covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability insurance (with separate limits). **Combined single limit per occurrence shall not be less than \$2,000,000.** Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

- If this box is checked, the limits shall be \$1,000,000 per occurrence.  
 If this box is checked, the limits shall be \$5,000,000 per occurrence.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Pollution Liability** covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. If this coverage is on a claims-made basis, the policy must provide a 24-month extended reporting period. **Coverage must have a limit of not less than \$2,000,000 per incident/claim and \$2,000,000 policy annual aggregate.**

- Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

<b>Builders Risk</b> covering the total cost of the construction and demolition of the Monteith Stage.	
<input checked="" type="checkbox"/> Required by City	<input type="checkbox"/> Not Required by City (Needs Finance Insurance Review and Approval.)
<b>Commercial Umbrella/Excess Liability Coverage</b> in an amount of <b>\$5,000,000 each occurrence.</b>	
<input checked="" type="checkbox"/> Required by City	<input type="checkbox"/> Not Required by City (Needs Finance Insurance Review and Approval.)

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or City approval. Contractor's coverage will be primary in the event of loss and state the deductible or retention level. Contractor shall provide a current Certificate of Insurance and renewal upon expiration of any of the required coverages. Contractor shall immediately notify the City of any change in insurance coverages.

**Additional Insured** - City must be included by name as an Additional Insured by endorsement for any General Liability policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

**Description of Operations** shall state: "Project Name: The City of Albany, its officers, employees and agents are additional insureds with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance, (include the number). This form is subject to policy terms, conditions and exclusions."

A copy of the endorsement shall be attached to the Certificate of Liability Insurance. Contractor shall provide complete copies of insurance policies if requested by the City.

**Certificate holder shall be listed as: City of Albany, P.O. Box 490, Albany, OR 97321.**

**Insurance Renewals** – Certificate(s) of Insurance renewals shall be emailed to City of Albany, Finance Dept., Diane Murzynski, at [insurance@cityofalbany.net](mailto:insurance@cityofalbany.net).

**Signature Block:**

Contractor's Acceptance: \_\_\_\_\_

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

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

## EXHIBIT E – EMPLOYER DRUG TESTING CERTIFICATION

**ORS 279C.505(2)** requires that bidders shall demonstrate and disclose to the City of Albany that he/she has an employee drug testing program in place before a public contract can be awarded.

Therefore, by signing this Certification, the Bidder does hereby certify and confirm that, as the proposed general contractor for City of Albany project, **ST-22-08 WATERFRONT IMPROVEMENTS**, that he/she has an employee drug testing program in place that is consistent with, and satisfies the intent of, the above-referenced legislation.

**CONTRACTOR:** \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**SEE ADDENDUMS 1 AND 3 FOR CHANGES TO THIS SECTION**

**EXHIBIT F – PRICE PROPOSAL FORM**

The undersigned, having fully examined the Request for Proposals, all related material and information, hereby offers and agrees that this proposal shall be irrevocable and constitute a valid offer to the City of Albany to provide the services as described in our Proposal to Owner.

I further certify and confirm that the Proposer will comply with prevailing wage requirements in ORS 279C.838 or 279C.840 as appropriate.

If this offer is accepted by Owner and award is made **thereon** ~~thereon~~, I agree to enter into a contract with Owner substantially similar to the contract contained in the RFP with comments identified in accordance with the RFP, and then hence to constructively and collaboratively work with owner and its design consultant for the work defined herein.

ITEM	PERCENT (000.00 %)	AMOUNT (\$)
<b>COST OF KEY PERSONNEL (TOTAL from EXHIBIT F - FORM A)</b>	N/A	<input type="text"/>

<b>GENERAL CONDITIONS</b>		
Fixed Cost General Conditions Work (based on 18 -month schedule and a GMP amount of \$16.2 million, excluding bonds and insurance)		N/A
Bond percentage (based on a GMP of \$16.2 million)		N/A
Insurance percentage (based on a GMP of \$16.2 million)		N/A
<b>TOTAL (sum of above listed percentages)</b>	<input type="text"/>	N/A

<b>OVERHEAD AND PROFIT</b>		
Percentage of Work CM/GC anticipates to self-perform (Attach list of work and/or trades)		N/A
Percentage of work CM/GC anticipates to procure		N/A
Overhead and profit percentage markup on self-performed work	<input type="text"/>	N/A
Overhead and profit percentage markup on subcontracts	<input type="text"/>	N/A
Overhead and profit percentage markup on procurement items	<input type="text"/>	N/A

**CONTRACTOR:** \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



## **ATTACHMENT A – DEFINITIONS**

The following definitions are as used in these contract documents, except where the context otherwise clearly requires.

ALLOWANCES means the amounts included in the GMP for items included in the Contract Documents that cannot be fully priced out when the GMP is negotiated.

ARA means Albany Revitalization Agency.

BOLI means Bureau of Labor and Industries.

BNSF means Burlington Northern Santa Fe.

CARA means Central Albany Revitalization Area.

CITY, OWNER means the City of Albany, Oregon.

CITY'S REPRESENTATIVE or DESIGNEE, or CONTRACT ADMINISTRATOR means the person or persons designated by the City to administer this contract and monitor compliance hereunder.

CM/GC means Construction Manager/General Contractor.

COMPLETED WORK means all meetings conducted, minutes prepared and approved, exercise completed, after-action reports and improvement reports prepared and approved, and final bill submitted to and received by the City of Albany.

CONTINGENCY (FUND) means an identified dollar amount established for the purpose of either allowing the CM/GC to respond to cost differentials, or the City to aggregate project savings that may later be used to offset requested scope additions. Use of contingency funds shall be as identified in the contract.

CONTRACT DOCUMENTS mean all written documents existing at the time of contract execution and setting forth the obligations of the parties, including the Request for Proposals, Personal Service Agreement, Scope of Services, Proposal Certifications, Statement for Corporation or Independent Contractor, Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters, Certification of Insurance Requirements, References, Cost Proposal, Proposal Response, and other attachments, exhibits, or addenda applicable to the final Contract Documents. In addition, written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in Contract Documents enumerated above.

CONTRACT PRICE means the total amount of this Contract as increased or decreased by the price of approved alternates, Amendments and Change Orders. If only Preconstruction Phase Services are provided and a GMP Amendment is not executed between CM/GC and City, the Contract Price

is the amount payable for Preconstruction Phase Services. If Preconstruction Phase Services are provided and A GMP Amendment is executed between CM/GC and Owner, the Contract Price is the amount payable for Preconstruction Phase Services as set forth and the amount established by the GMP Amendment and any addenda.

CONSTRUCTION PHASE means the period commencing on the Owner's execution of a GMP Amendment or Early Work Amendment, together with the earlier of (i) issuance by City of a Notice to Proceed with any on-site construction or (ii) execution of a subcontract or issuance of a purchase order for materials or equipment required for the Work.

CONSTRUCTION PHASE SERVICES means all of the work performed by the CM/GC and its subcontractors to construct the Project and associated facilities but not including Preconstruction Services. Early Work will be considered a part of Construction Phase Services.

CM/GC, CONTRACTOR, CONSULTANT, PROPOSER, RESPONDENT, VENDOR, SUPPLIER, FIRM, COMPANY means the person or business that has undertaken to perform the work subject of this contract and by whom or on whose behalf the contract was signed.

DELIVERABLE means the acceptable product or service as identified in the statement of work; received as requested at the right: time, place, quality, quantity, and price. A deliverable must be measurable to determine that all conditions and acceptable performance are met.

EARLY WORK means Construction Phase Services authorized by Amendment that the parties agree should be performed in advance of establishment of the GMP. Permissible Early Work will include early procurement of materials and supplies; early release of bid or proposal packages for; and any other advance work related to critical components of the Project for which performance prior to establishment of the GMP will materially affect the critical path schedule of the Project.

GMP means Guaranteed Maximum Price of the contract as set forth in the GMP Amendment, and as may be adjusted from time to time pursuant to the provisions of the contract. The GMP is the ceiling price for the construction and the contractor's fixed fee is negotiated as part of the GMP and includes the overhead and profit.

OAR means Oregon Administrative Rules.

ORS means Oregon Revised Statutes.

PRECONSTRUCTION PHASE means the period commencing on the effective date of the contract and ending upon the commencement of the construction phase.

PRECONSTRUCTION PHASE SERVICES means all services described in

PROTECTED CLASS means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age.

RESPONSIBLE PROPOSER means a person who has submitted an Offer and meets the standards



set forth in OAR and has not been debarred or disqualified by the Contracting Agency. When used alone, Responsible means meeting the aforementioned standards.

RESPONSIVE PROPOSAL means an Offer or Proposal that substantially complies in all material respects with all prescribed procurement procedures and applicable solicitation requirements. When used alone, Responsive means having the characteristic of substantially complying in all material respects with applicable solicitation requirements.

SPECIFICATIONS mean the directions, requirements, explanations, terms, and provisions pertaining to the various features of the work, the manner and method of proposing for the work, the manner and method of performance of the work, and the manner and method of payment all as they appear in the contract documents.

STATEMENT OF TIME means a period of time, unless stated as a number of City business days, will include Saturdays, Sundays, and holidays. The word "day" as used in this RFP document, and any resulting contract awarded as a result of this process, will constitute a calendar day of 24 hours measured from midnight to the next midnight.

STATEMENT OF WORK or SOW mean the formal document that defines the entire scope of the work involved for a vendor or contractor and clarifies deliverables, costs, and timeline, and provides direction on the specific services that the contractor is expected to perform by detailing the work activities and deliverables.

SUBSTANTIAL COMPLETION means a stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work or a portion thereof for its intended use.

VALUE ENGINEERING (VE) means a function-oriented, structured team approach used to analyze and improve Value in a project. It is a powerful methodology for solving problems and improving performance and quality. Reducing cost may be a by-product of Value Engineering, improving value is the objective.

WORK means all tasks specified or necessarily implied in these Contract Documents to perform and complete their intended result. The term encompasses all labor, materials, supplies, tools, equipment, fuel, administrative and support services, overhead, and other direct and indirect expenses necessary to achieve the result intended by the Contract Documents.

## ATTACHMENT B - FIRST-TIER SUBCONTRACTOR DISCLOSURE

**PROJECT NAME: ST-22-08 WATERFRONT IMPROVEMENTS** \_\_\_\_\_

**BID CLOSING DATE:** \_\_\_\_\_

**TIME:** \_\_\_\_\_

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time. List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract.

Enter **"NONE"** if there are no subcontractors that need to be disclosed.  
**(Attach additional sheets if needed.)**

\_\_\_\_\_

Failure to submit this signed form by the disclosure deadline will result in a non-responsive bid.  
 A non-responsive bid will not be considered for award.

Subcontractor's Name	Category of Work	Dollar Value
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$

Form submitted by (bidder name): \_\_\_\_\_ Phone No.: \_\_\_\_\_  
*(Signature)*

Contact Name: \_\_\_\_\_ Company: \_\_\_\_\_  
*(Signature)*

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

ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:

- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
- (B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

(b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges, or other transportation facilities.

(c) This subsection applies only to public improvement contracts with a value, estimated by the contracting agency, of more than \$100,000.

(d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).

(2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:

(3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a nonresponsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.

(4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.

(5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.

(6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.

## ATTACHMENT C - PERFORMANCE BOND

BOND NUMBER: \_\_\_\_\_

TOTAL BID AMOUNT: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_  
\_\_\_\_\_, as  
CONTRACTOR (Principal), and \_\_\_\_\_, a  
corporation, duly authorized to do a general surety business in the State of Oregon as SURETY,  
are jointly and severally held and bound unto the City of Albany, Oregon, (Obligee) in the sum of  
(100% of Contract) \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the  
payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and  
assigns or successors and assigns firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH that, whereas the principal has made and entered  
into a certain contract, a copy of which is attached hereto, with the City of Albany, Oregon, which  
contract, together with the applicable plans, Standard Specifications, Special Provisions, and  
schedule of contract prices, is by this reference made a part, whereby the principal agrees to  
perform in accordance with the certain terms, conditions, requirements, plans, and specifications  
which are set out in the contract and all authorized modifications of the contract which increase  
the amount of the work and the amount of the contract. Notice to the surety of any of the  
immediately foregoing are waived.

NOW, THEREFORE, if CONTRACTOR must faithfully and truly observe and comply with the  
terms, conditions, and provisions of the Contract, in all respects upon the terms set forth therein,  
and within the time prescribed therein and must indemnify and save harmless the City of Albany,  
Oregon, its officers, employees, and agents against losses and expenses and any damages of every  
kind and description that shall be suffered or claimed to be suffered in connection with or arising  
out of the performance of the said Contract and must honor all claims for defective work within  
the warranty period(s) established by the *Standard Construction Specifications* and Special  
Provisions, after the acceptance of said Contract, then this obligation is to be void, otherwise to  
remain in full force and effect for the duration of the warranty period(s). The establishment and  
warranty periods for plantings must be two years as outlined in Section 107.15.02 of the *Standard  
Construction Specifications*. The warranty for all other work must be for a one-year period as  
outlined in Section 107.15.00.

PROVIDED, HOWEVER, that this bond is subject to the following further conditions:

a) Losses and expenses include but are not limited to attorney's fees to defend all claims,  
proceedings, lawsuits, and judgments arising out of or resulting from the fault of the principal,  
the principal's agents, representatives, or subcontractors, in the performance of or failure to  
perform this contract. However, principal must not be required to indemnify any indemnitee to  
the extent the damage, loss, or expense is caused by the indemnitee's negligence and must in all  
respects perform said contract according to law.

b) All material suppliers and all persons who must supply such laborers, mechanics, or  
subcontractors with material, supplies, or provisions for carrying on such work, must have a direct  
right of action against CONTRACTOR and SURETY on this bond, second only the right of the City

of Albany, Oregon, under this bond, which right of action must be asserted in proceedings instituted in the name of the City of Albany, Oregon, to the use and benefit of the person, firm, or corporation instituting such action and all other persons, firms, or corporations having claims hereunder, must have the right to be made a party to such proceeding and to have such claim adjudicated in such action and judgment rendered thereon.

c) In no event shall SURETY be liable for a greater sum than the penalty of this Bond, or subject to any suit, action, or proceeding thereon that is instituted past the expiration of the warranty period(s) after the complete performance and acceptance of said Contract and final settlement thereof.

d) The said SURETY, for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations of this bond; and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Contract Documents.

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

*Signature*

\_\_\_\_\_  
*Print or type*

\_\_\_\_\_  
Street/City Address

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

*Signature*

\_\_\_\_\_  
*Print or type*

\_\_\_\_\_  
Street/City Address

\_\_\_\_\_  
Telephone Number

Surety Witness:

By: \_\_\_\_\_

\_\_\_\_\_  
Street/City Address

**ATTACHMENT D - PAYMENT BOND**

BOND NUMBER: \_\_\_\_\_

TOTAL BID AMOUNT: \$\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_  
\_\_\_\_\_, as  
CONTRACTOR (Principal), and \_\_\_\_\_, a  
corporation, duly authorized to do a general surety business in the State of Oregon as SURETY,  
are jointly and severally held and bound unto the City of Albany, Oregon, (Obligee) in the sum of  
(100% of Contract) \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) for the  
payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and  
assigns or successors and assigns firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH that, whereas the principal has made and entered  
into a certain contract, a copy of which is attached hereto, with the City of Albany, Oregon, which  
contract, together with the applicable plans, Standard Specifications, Special Provisions, and  
schedule of contract prices, is by this reference made a part, whereby the principal agrees to  
perform in accordance with the certain terms, conditions, requirements, plans, and specifications  
which are set out in the contract and all authorized modifications of the contract which increase  
the amount of the work and the amount of the contract. Notice to the surety of any of the  
immediately foregoing are waived.

NOW, THEREFORE, if CONTRACTOR must make payment promptly, as due to all  
subcontractors and to all persons supplying to the Contractor or its subcontractors, equipment,  
supplies, labor, or materials for the prosecution of the work, or any part thereof, provided for in  
said contract; and must, in performing the contract, pay and cause to be paid not less than the  
State of Oregon Bureau of Labor and Industries (BOLI) prevailing wage rates in effect as of the  
date of the bid advertisement by City of Albany, Oregon, unless the amount of the contract is  
\$50,000 or less, in which case the prevailing wage rate requirement shall not apply; and pay per  
hour, day, and week for and to each and every worker who may be employed in and about the  
performance of the contract; and pay all contributions or amounts due to the State Accident  
Insurance Fund and the State Unemployment Trust Fund from such Contractor or subcontractors;  
and pay all sums of money withheld from the Contractor's employees and payable to the State  
Department of Revenue; and must pay all other just debts, dues, and demands incurred in the  
performance of the said contract; and must pay the City of Albany, Oregon such damages as may  
accrue to the City of Albany, Oregon, under the contract, then this obligation is to be void,  
otherwise to remain in full force and effect, provided that surety will remain liable to satisfy the  
claim of any worker affected by the failure of the principal or any subcontractor under the contract  
to pay the minimum rate of wage in accordance with the contract in the amount of minimum  
wages and an additional amount equal thereto as liquidated damages.

a) All material suppliers and all persons who shall supply such laborers, mechanics, or  
subcontractors with material, supplies, or provisions for carrying on such work, shall have a direct  
right of action against CONTRACTOR and SURETY on this bond, second only the right of the City  
of Albany, Oregon, under this bond, which right of action must be asserted in proceedings  
instituted in the name of the City of Albany, Oregon, to the use and benefit of the person, firm, or

corporation instituting such action and all other persons, firms, or corporations having claims hereunder, must have the right to be made a party to such proceeding and to have such claim adjudicated in such action and judgment rendered thereon.

b) The said SURETY, for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations of this bond; and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Contract Documents.

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Principal  
By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print or type*

\_\_\_\_\_  
Street/City Address

\_\_\_\_\_  
Surety  
By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print or type*

\_\_\_\_\_  
Street/City Address

\_\_\_\_\_  
Telephone Number

Surety Witness:

By: \_\_\_\_\_

\_\_\_\_\_  
Street/City Address

## ATTACHMENT E - RETAINAGE ELECTION

In accordance with ORS 279C.570(2) and OAR 137-049-0820, contracts that exceed \$500,000 require the City to deposit amounts withheld as retainage into an interest-bearing escrow account in a bank, savings bank, trust company, or savings association. Retainage in the amount of five percent (5%) of the contract price of the work completed will be held by the City until such time as the project has been completed and accepted by the City.

Oregon law allows specific alternatives for the holding and accounting of retainage at the Contractor's election. If the City incurs additional costs as a result of the Contractor's election, the City may recover such costs from the Contractor, ORS 279C.560(3). Failure to execute and submit this form prior to execution of the contract agreement will result in the automatic selection of the first option. **Contractor must select one of the following options in providing for retainage for this project ONLY if the cost exceeds \$500,000.**

**1. Interest-bearing escrow account.**

The City will set up an interest-bearing account in a bank, savings bank, trust company, or savings association in the name of the City of Albany. The City will make deposits of retainage withheld from each progress payment into the interest-bearing escrow account. Funds in the escrow account will be released to the Contractor within 30 days of final acceptance of the project by the City.

Contractor must execute documentation and instructions to establish the interest-bearing escrow account prior to contract execution. Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment and may be offset by costs incurred. Contractor shall receive interest from the date the Contractor's related payment request is fully approved by the City until the date the retained moneys are paid by the City to the Contractor. Retainage is deemed to be paid when the payment is transmitted to the Contractor.

**2. Deposit of bonds, securities, and other instruments.**

No later than the Contractor's execution of the contract, the Contractor will deposit acceptable bonds or securities, in an amount equivalent to five percent retainage of the contract amount, with the City or with a bank or trust company in Oregon. The bank or trust company will provide a safekeeping receipt to the City. The securities must cover all of the retainage.

Name of Lending Institution: \_\_\_\_\_

Acceptable bonds and securities to be held in lieu of retainage:

- a. Bills, certificates, notes, bonds or other obligations of the United States, its agencies or its wholly-owned corporations.
- b. Indebtedness of the Federal National Mortgage Association.
- c. General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon.
- d. Irrevocable letters of credit issued by an insured institution, defined in ORS 706.008.

**3. Deposit of a retainage surety bond.**

The Contractor may, with approval of the City, deposit a surety bond for the benefit of the City, in a form acceptable to the City, in lieu of the five percent retainage. The bond should be received from the same surety providing the performance and payment bonds for the project.

Name of Surety/Lending Institution: \_\_\_\_\_

Therefore, by signing this retainage election the Bidder does hereby certify and confirm that as the general contractor for this City of Albany project, they have elected the above retainage option which satisfies the intent of the above-referenced legislation.

CONTRACTOR: \_\_\_\_\_

Project # ST-22-08

TITLE/SIGNATURE: \_\_\_\_\_

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

## LIST OF APPENDICES

- Appendix A Sample CMGC Contract (**revisions added with Addendum 1**)
- Appendix B Preliminary Construction Plans Right-of-Way Improvements
- Appendix C Preliminary Special Provisions Right-of-Way Improvements
- Appendix D Construction Plans Waterfront Improvements
- Appendix E Preliminary Special Provisions Waterfront Improvements
- Appendix F Phased Design
- Appendix G Final Plan Design
- Appendix H Water Avenue Crossings Project Plans – Portland & Western Railroad
- Appendix I Joint Permit Application
- Appendix J DEQ 401 Certification