

NOTICE OF CITY COUNCIL MEETING

The City Council of the City of King City will hold a Regular City Council Meeting at 7:00 p.m., Wednesday-March 7, 2018 at the King City Hall, 15300 SW 116th Ave, King City, Oregon 97224

AGENDA		Action Item
REGULAR SESSION		
<i>Moment of Silence</i>		Time:
7:00 p.m.	1. CALL TO ORDER	
	2. ROLL CALL	
	3. PLEDGE OF ALLEGIANCE	
	4. APPROVAL OF MINUTES: December 6, 2017	M S A
7:05 p.m.	5. SPECIAL PRESENTATION: ESGR Presentation by: Robert (Bob) Windus - Colonel USA (Ret) Area 9 Chairman	
7:15 p.m.	6. OPEN FORUM: We welcome public comment. At this time, the Council will be happy to receive your comment on any item on the agenda (including, questions, suggestions, complaints and items for future agendas). Each person's time will be limited to three minutes.	
7:30 p.m.	7. UNFINISHED BUSINESS: NONE	
7:45 p.m.	8. NEW BUSINESS:	M S A
	8.1 CDBG Proclamation	M S A
	8.2 Washington County IGA – Urban Planning Agreement	M S A
	8.3 Consider Planning Commissioner Appointment	M S A
	8.4 R-2018-04 Adopt Findings for Alternative Contracting Method	M S A
7:55 p.m.	9. POLICE CHIEF'S REPORT	
8:05 p.m.	10. CITY MANAGER'S REPORT	
8:15 p.m.	11. MAYOR'S AND COUNCILOR'S REPORTS	M S A
8:30 p.m.	12. ADJOURN	Time:
NEXT MEETING SCHEDULED FOR MARCH 21, 2018 @ 7:00 PM		
The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting to Mike Weston, City Recorder, 503-639-4082.		
M=Motion; S=Second; A=Action/Vote		

**CITY OF KING CITY
CITY COUNCIL MEETING MINUTES**

Call to Order: A regular meeting of the King City – City Council was held at the King City Hall beginning at 7:14 p.m. on Wednesday, December 6th, 2017. Mayor Gibson requested a moment of silence then proceeded to call the meeting to order at 7:15 p.m., followed by roll call and the Pledge of Allegiance

Roll Call: **The following City Council members were present:**

Mayor Ken Gibson
Councilor Jaimie Fender
Councilor John Boylston
Councilor Gretchen Buehner
Councilor Billie Reynolds
Councilor Smart Ochoi

Absent:

President Bob Olmstead

Staff present included:

City Manager (CM) Mike Weston
Chief of Police Chuck Fessler
City Recorder Ronnie Smith

Agenda Item 4: **Approval of Minutes:**
Regular Session September 20, 2017
Work Session October 4, 2017
Regular Session October 4, 2017

MOTION MADE BY COUNCIL BUEHNER TO APPROVE THE MINUTES FROM REGULAR SESSION ON SEPTEMBER 20, 2017, WORK SESSION ON OCTOBER 4, 2017, AND REGULAR SESSION ON OCTOBER 4, 2017, SECONDED BY COUNCILOR REYNOLDS.

**VOICE VOTE: 6-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED
THE MOTION CARRIED 6-0.**

Agenda Item 5: **Open Forum:**

Mayor Gibson opened public comment on any item on the agenda (including questions, suggestions, complaints, and items for future agenda) and stated each person's time would be limited to three minutes.

Veva Goehler– 12700 SW Beef Bend:

She spoke about the Metro Community Placement Grant that opens January 5th and closes February 2, 2018. She suggested that the KCCF apply for the grant. Veva will also be taking courses for grant writing. There was a discussion about having a Shakespacers in the Park or an art walk.

Mandy Feder-Sawyer – Regal Carrier:

Mandy introduced herself to the council. She also mentioned that the regular Carrier is still staffed and will publish like it always has.

Agenda Item 6: Unfinished Business:

None

Agenda Item 7:
7.1 **New Business:**
October Financials:

CM Weston briefly explained that we are starting to see all the carryovers from last year and overall we are doing good.

MOTION MADE BY COUNCIL BUEHNER TO APPROVE THE OCTOBER FINANCIALS, SECONDED BY COUNCILOR FENDER.

**VOICE VOTE: 6-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED
THE MOTION CARRIED 6-0.**

CM asked the City Council members to authorize him to purchase a Public Works truck in the range of \$20,000.00. Boylston

**MOTION MADE BY COUNCIL BUEHNER TO AUTHORIZE THE CITY MANAGER TO PURCHASE THE PUBLIC WORKS VEHICLE UP TO \$20,000.00
SECONDED BY COUNCILOR BOYLSTON.**

**VOICE VOTE: 6-AYES – 0-NEYS – 0 ABSTENTIONS– 0- RECUSED
THE MOTION CARRIED 6-0.**

There will be no Council meeting on the third Wednesday.

Agenda Item 8: Police Chief's Report

No report

Agenda Item 9: City Manager's Report

CM Weston reported that he had meetings last week with Metro about URA 6D and 6C.

URA 6D Update: tentatively Open House January 9th, 2018, Stakeholders and Tac meeting in mid-January. The Public Hearing for the Planning Commission is on March 28th and 29th, and the City Council meetings on the First and third Wednesday in April. The city will submit to Metro in May.

The city is currently drafting a letter to notify Metro that city is requesting an expansion.

Public Work position has been filled.

CM Weston to a tour of the Oregon Zoo.

The Water Agreement between Tigard, Durham and the Tigard Water District is still under negotiation.

There was a discussion about the Macbeth road and how narrow the road is. The city will possibly look at restricting the parking.

Agenda Item 10: Mayor and Councilor's Reports

- Councilor Fender will be meeting with Councilor Dirksen tomorrow. She also reported that the KCCF Holiday Parade may be canceled. Councilor Fender mention she reached out to the Tualatin River Keepers.
- Councilor Boylston – Reviewed the minutes of the JPAC meeting.
- Councilor Reynolds – No report
- Councilor Ocholi – attended the Edgewater HOA meeting and reported that they are enforcing the parking zone in the ally ways.
- Councilor Buehner reported attending the Garden Villa HOA meeting where they discussed the siding project. MPAC meeting was canceled.
- Mayor Gibson reported that the WCCC was canceled. He did attend the LOC Board meeting where they discussed the third-party building permits issues. Mayor also reported that he and CM Weston meet with Senator Thatcher Rep Parish and next week will have a meeting with Rep Vial.

Agenda Item 11: Adjournment

COUNCILOR FENDER MOVED TO ADJOURN THE MEETING, COUNCILOR BUEHNER SECONDED, THE MEETING ADJOURNED AT 8:20 P.M

Respectfully Submitted by:

Attested by:

Ronnie Smith
City Recorder

Mike Weston
City Manager



PROCLAMATION

NATIONAL COMMUNITY DEVELOPMENT WEEK APRIL 2 – APRIL 6, 2018

WHEREAS, the week of April 2 - April 6, 2018 has been designated as National Community Development Week by the National Community Development Association to celebrate the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program; and

WHEREAS, the CDBG Program provides annual funding and flexibility to local communities to provide decent, safe and sanitary housing, a suitable living environment and economic opportunities to low-and moderate-income people; and

WHEREAS, the HOME Investment Partnerships (HOME) Program provides funding to local communities to create decent, safe, affordable housing opportunities for low-income persons. Nationally, over one million units of affordable housing have been completed using HOME funds; and

WHEREAS, over the programs' history, our community has received a total of \$1,036,426 in CDBG funds;

NOW, THEREFORE BE IT RESOLVED, that the City of King

Section 1. Designates the week of April 2 - April 6, 2017 as National Community Development Week in support of these two valuable programs that have made tremendous contributions to the viability of the housing stock, infrastructure, public services, and economic vitality of our community. And,

Section 2. That this community urges Congress and the Administration to recognize the outstanding work being done locally and nationally by the Community Development Block Grant Program and the HOME Investment Partnerships Program by supporting increased funding for both programs in FY 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of King City, Oregon to be affixed this 7th day of March, 2018.

Mayor

Intergovernmental Agreement for

Transportation Planning in Proposed Urban Growth Boundary Expansion Areas

This Intergovernmental Agreement (IGA) is entered into by the following parties: WASHINGTON COUNTY, a political subdivision in the State of Oregon, hereinafter referred to as “COUNTY”; and the CITY of KING CITY, an incorporated municipality of the State of Oregon, hereinafter referred to as “CITY.”

Recitals:

- A. Oregon Revised Statute (ORS) 190.010 provides that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreement, its officers, or agents, have authority to perform.
- B. The State legislature, with House Bill 4078-A in 2014 and House Bill 2047 in 2015, validated the acknowledged UGB and Urban and Rural Reserves established through the Metro Regional process involving both the COUNTY and the CITY.
- C. Pursuant to Metro Code, Title 11, as defined in Metro Code Chapter 3.07, cited as the Urban Growth Management Functional Plan (UGMFP), in order to apply for an UGB expansion the city will prepare a concept plan in coordination with the COUNTY and Metro, for the entirety of the area they are proposing to add to the UGB.
- D. Pursuant to Metro Code, Title 11, 3.07.1110 C. (7), the concept plan for the proposed UGB expansion area will include an agreement between or among CITY, COUNTY and applicable service districts that preliminarily identifies the likely service providers of urban services, as defined by ORS 195.065(4), when the area is urbanized.
- E. The UGB expansion area is served by roads under COUNTY jurisdiction and the COUNTY is the transportation service provider on these facilities.
- F. The COUNTY intends to update the existing Urban Planning Area Agreement with the CITY of KING CITY to include this area.
- G. The CITY of KING CITY has completed a concept plan for a proposed Urban Growth Boundary expansion area to include 528 acres of Urban Reserve.

- H. If Metro expands the UGB into the proposed UGB expansion area, the city will proceed with development and adoption of comprehensive plan and a financing strategy and proceed with annexation.

Agreement:

NOW, THEREFORE, the parties mutually agree as follows:

1. Prior to adopting a comprehensive plan amendment for the UGB expansion area, the CITY will coordinate with the COUNTY to develop a traffic study for the UGB expansion area and a cumulative traffic study that reflects the impacts to existing roads facilities from other proposing UGB expansions.
2. The CITY and COUNTY shall agree on a financing strategy for County road improvements resulting from development in the UGB expansion area consistent with the adopted comprehensive plan. The CITY and COUNTY will agree on a future multi-modal transportation network to support the UGB expansion area and adopt road alignments, functional class, and lane numbers into CITY and COUNTY TSPs consistent with this network.
3. The CITY and COUNTY will agree on access management standards for COUNTY roads, and attempt to close existing access points through the development process where they exist out of compliance with current standards.
4. The CITY and COUNTY will identify roads that will remain under COUNTY jurisdiction, and those for which the CITY will assume responsibility for upon annexation of part or all of the UGB expansion area in the comprehensive plan. Road jurisdiction transfer will be determined through a separate agreement between the CITY and COUNTY.
5. This IGA is effective until the CITY has adopted a comprehensive plan for the area.
6. The COUNTY and CITY will amend their existing UPAA to cover the area included in the CITY's application for an UGB expansion before comprehensive planning is complete.
7. Exhibit: _____ Map of the proposed expansion
8. Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.

9. Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
10. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
11. This Agreement may be terminated by mutual agreement of the parties.
12. Modifications to this Agreement are valid only if made in writing and signed by all parties.
13. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
14. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
15. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
16. Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
17. This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
18. This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Jurisdiction

Signature

Date

Printed Name

Title

Address: _____

WASHINGTON COUNTY:

Signature

Date

Printed Name

Title

Address:

Mail Stop # _____

Hillsboro, OR _____

RESOLUTION NO. R-2018-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING CITY, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, ADOPTING FINDINGS IN SUPPORT OF AN ALTERNATIVE CONTRACTING METHOD FOR THE SEISMIC REHABILITATION AND REMODEL PROJECT FOR THE CITY HALL/POLICE STATION FACILITIES.

WHEREAS, the City of King City adopted Public Contracting Rules and Procedures by Resolution R-2012-03; and

WHEREAS, the Construction Manager/General Contractor form of alternative contracting is allowed per Public Contracting Rule C(2) of Resolution R-2012-03 – Special Procurements and Exemptions; and

WHEREAS, the use of Construction Manager/General Contractor for the City Hall/Police Station project complies with OAR 137-049-640 through 137-049-690 adopted pursuant to Section 1 of Resolution R-2012-03; and

WHEREAS, pursuant to ORS 279C.335(2) and Public Contracting Rule C(2), a local contract review board may exempt specific contracts from traditional, competitive bidding by showing that an alternative contracting process is unlikely to encourage favoritism or diminish competition and will result in cost savings and other substantial benefits to the public agency; and

WHEREAS, pursuant to ORS 279C.335(2), a local contract review board must adopt certain findings in order to exempt the public improvement contract from competitive bidding; and

WHEREAS, a public hearing has been noticed on February 21, 2018, pursuant to OAR 137-049-630 and ORS 279C.335(5), and held wherein an opportunity was offered for any interested party to appear and comment on the draft findings,

NOW, THEREFORE, THE CITY OF KING CITY RESOLVES AS FOLLOWS:

SECTION 1. Adoption of Findings. The City Council, acting as the Local Contract Review Board for the City of King City, hereby adopts findings attached as Exhibit A, pursuant to the authority granted the Board by King City Municipal Code Chapter 2.40, Local Contract Review Board, to allow the use of the Construction Manager/General Contractor alternative contracting method for the City Hall/Police Station project.

This resolution was PASSED and ADOPTED this _____ day of _____, 2018, and takes effect upon passage.

Kenneth Gibson, Mayor

ATTEST:

Ronnie L. Smith, City Recorder

EXHIBIT A

FINDINGS IN SUPPORT OF ALTERNATIVE CONTRACTING METHOD FOR THE SEISMIC REHABILITATION AND REMODEL PROJECT OF CITY OF KING CITY, OREGON, CITY HALL/ POLICE STATION FACILITIES

I. Introduction

Use of Alternative Contracting methods, such as CM/GC (Construction Manager/General Contractor), is made possible under ORS Chapter 279C, which permits certain contracts or classes of contracts to be exempt from competitive public bidding under strict procedural safeguards. Like other alternative contracting methods, CM/GC has significantly different legal requirements than a typical design-bid-build project delivery method.

Pursuant to ORS 279C.335, a local contract review board may exempt specific contracts from traditional, competitive bidding by showing that an alternative contracting process is unlikely to encourage favoritism or diminish competition and will result in cost savings and other substantial benefits to the public agency. The Oregon Attorney General's Model Public Contract Rules provide for public notice and opportunity for the public to comment on draft findings in favor of an exemption before their final adoption.

ORS 279C.330 provides that: "findings" means the justification for a contracting agency conclusion that includes, but is not limited to, information regarding:

- Operational, budget and financial data;
- Public benefits;
- Value engineering;
- Specialized expertise required;
- Public safety;
- Market conditions;
- Technical complexity; and
- Funding sources.

II. Findings

A. Operational, Budget, and Financial Data

1. Background

The City of King City (the “City”) is a suburban city of approximately 4200 citizens surrounded on the north and east sides by the City of Tigard, the south side by the Tualatin River and the City of Tualatin, and by developing and rural Washington County on the north and west sides. Originally developed as a Planned Unit Development, expressly as a retirement community, it was incorporated in 1966. The City has seen a rapid growth expansion with several new subdivisions currently under construction. The population is expected to double within the next 5-10 years.

The City is a Council-Manager form of government. The citizens elect a seven-member City Council which in January of odd-numbered years selects one of their own to be the Mayor for a 2-year term. The City Manager, who is appointed by the City Council, is responsible for the management and administration of the City and its employees. City services include police, municipal court, streets, water, sewer, and stormwater.

The City wishes to solicit the services of a qualified Construction Management/General Contractor (CM/GC) services (“Contractor”) to provide construction services for a seismic rehabilitation and remodel of the existing City Hall/Police Station facility (the “Facility”) located at 15300 S.W. 116th Avenue, King City, Oregon 97224. The Facility is approximately 4,785 square feet and dates from the 1970s. The Facility has not been significantly improved since that time. The Facility needs renovation and retrofitting to modern seismic life safety standards. Additionally, renovation is necessary to improve the overall efficiency and effectiveness of the resources of the Facility, in line with the increased population of the City, and the commensurate increase in need for City services, including police, municipal court, streets, water, sewer, and stormwater.

The City, with the assistance of its CM/GC Contractor, will need to reconfigure and/or relocate City departments and services offered at the Facility throughout the duration of the project.

Construction is anticipated to begin in June 2018.

The envisioned renovated Facility will promote a feeling of relaxation, comfort and confidence for its clients. The City’s goal is to renovate the 1970s building into a leading edge City Hall and Police Station that engages citizens with administration, building, community development, legal issues, and public works.

The City has selected Scott Edwards Architecture, LLP, to provide for the design of the project.

2. Budget and Financial Data

The project funding will be from the City's general fund, borrowing or a combination of existing funds and borrowing. The project budget will be developed in conjunction with setting the 'Guaranteed Maximum Price.' The City will comply with all Local Budget Law provisions.

The integration of the old and the new in an occupied space with a limited budget will be a large challenge for this Project. The City, with the assistance of its CM/GC Contractor, will need to reconfigure and/or relocate crucial City departments and services offered at the Current facility throughout the duration of the project. This transition must occur in such a way as to not cause a break or significant delay in the provision of City services.

CM/GC provides opportunities for cost saving in a variety of ways. The inherent flexibility and openness of the process allows the City to more easily make appropriate changes as necessary to meet the project budget. The integration of the new spaces and systems into the existing building will present a large challenge.

The firm Guaranteed Maximum Price (GMP) contract amount to be negotiated includes the expected cost to construct the project, the CM/GC firm's fee, and a contingency amount that the CM/GC believes should be available to cover changes to the proposed scope.

B. Available Bidders

The number of available qualified and experienced bidders for a Project of this type is expected to be limited. The Project involves construction upon a special purpose building, a city hall/police station. The Project involves renovation and seismic retrofitting of existing space in an almost 50-year-old building. The integration of new and modern systems within the existing facility and materials in a manner that achieves the Project goals will be extremely challenging. The work will occur in and around an occupied space. The number of contractors who have past experience in work of this nature and adequate resources to successfully complete such a project is limited in number.

C. Construction Budget

The amount of funds available to plan, design and construct the needed improvement to the Project is limited. The opportunity to get additional funds is not expected. The CM/GC process is viewed by the City as the best procurement form to achieve the necessary construction within the limited funding available.

D. Public Benefit

The Project is needed to accommodate City services for the foreseeable future. This project is in fact well past due. There are numerous limitations with the current space that increasingly hamper the City's efforts to provide quality and efficient services to the residents of the City. The Project will provide improvements such as electrical, plumbing, heating and cooling, and seismic upgrades into the existing structure.

E. Value Engineering

The CM/GC process provides many benefits and opportunities for cost savings, a process that will be necessary to achieve the desired improvements within the limits imposed by available funding. System options and real-time cost estimates provided by the CM/GC throughout the constructability reviews will aid the Project and allows the City to make an informed cost-benefit tradeoff. During the Preconstruction phase, the CM/GC will be evaluating the budget and making suggestions for cost-saving changes and value enhancements. The CM/GC will evaluate major systems and make design recommendations to the Project Team about which systems are most cost-effective both in purchase price and installation, and for long term maintenance and operations.

The CM/GC also identifies whether Project sequencing is viable and design elements can be built as drawn. All of these beneficial actions by the CM/GC will improve design, expedite construction and eliminate the potential for costly change orders. The benefits of value engineering are not available with the low bid process.

F. Specialized Expertise Required

Working in occupied buildings, integrating new systems into older building systems, renovating older buildings, seismic retrofitting, constructing special purpose public buildings, and integrating newer construction and systems into existing older systems building and style is a challenge. The contractor ultimately selected as CM/GC will demonstrate experience and expertise in providing CM/GC services to public and/or private organizations under these challenging circumstances, and will be well qualified in the area of repairing and renovating older buildings and integrating newer construction and systems into exiting older systems, all while such is occupied.

The CM/GC selection process is based on qualifications, with price as factor. The fee is, however, less important than the overall qualifications and specialized expertise of the selected CM/GC. The City will benefit by acquiring a CM/GC which has established experience and specialized expertise to manage this Project. A low bid process does not provide an opportunity to obtain the most qualified contractor with the specialized expertise needed for the Project.

G. Public Safety

The Project will provide for safe public access and compliance with current seismic and ADA requirements. All work during the construction will be done in accordance with Oregon Occupational Safety and Health Administration (OR-OSHA) safety regulations. The CM/GC selected will be highly qualified and capable and show evidence of construction safety practices that are at the highest level of integrity. The CM/GC's input into work and trade sequencing, and construction methodologies can reduce issues related to safety and provides for close controls and related risk reductions on the site.

The CM/GC method of delivery is a team approach and provides for a high level of responsibility and visible adherence to public safety. The contractor's performance on prior projects in satisfying these safety needs can be determined as part of the City's contractor selection process. This determination is not available under the low bid process.

H. Effect on Funding

The use of CM/GC will have no effect upon the availability of funding.

I. Market Conditions

The CM/GC contracting process is a modern construction delivery method used by both public and private organizations. The CM/GC is tasked with keeping the Project Team up-to-date on the latest construction techniques and products. The CM/GC will inform the Project Team of current market conditions, labor and materials availability, and construction methodologies that can reduce design and construction time and costs.

The CM/GC process allows "fast track" construction to start while detailing structures, interiors, and systems at the same time as awarding site work, foundations, and long-lead items. Timing the market for the various aspects of construction can result in cost savings and ultimately keeps the Project Team on a schedule. These fast-track benefits are not available under the low bid process.

In addition, using the CM/GC process will allow trades to become involved earlier in the process. The current market for construction services is becoming increasingly tight with substantial increases in material and labor costs for public and private construction projects. By allowing the involvement of trades earlier in the process, the CM/GC will be able to acquire and involve higher quality subcontractors, which will lead to higher quality product for the City and its residents. Regardless, the CM/GC will be required to bid the major subcontracts for the project. These benefits are not available under the low bid process.

J. Technical Complexity

The project has significant technical complexities which will be best addressed by a full team approach, with the CM/GC firm working with the City and the Architect to solve specific challenges identified during the pre-construction phase.

The project is technically complex due to its integration with and into the existing Facility. In addition, The City, with the assistance of its CM/GC Contractor, will need to reconfigure and/or relocate crucial City departments and services offered at the Current facility throughout the duration of the project. This transition must occur in such a way as to not cause a break or significant delay in the provision of City services. The ability to coordinate and manage this Project, while working with the City and major stakeholders, is highly complex in nature. This complexity is especially challenging to an inexperienced firm.

This Project also requires technical expertise and experience in special purpose construction involving public entities. The CM/GC process enables the City to competitively select a prime contractor who has the necessary competence to deal with the technical complexities of this project and can provide quality workmanship, dependable performance, fair and reasonable pricing and efficient management as Project Team member. Under a low bid process, the technical competence of the contractor is difficult to evaluate.

K. Funding Sources

The project funding will be through the City's general fund, borrowing or a combination of both. The project budget will be developed in conjunction with setting the 'Guaranteed Maximum Price.'. Funds will be budgeted and appropriated in accordance with the Oregon's Local Budget Law. The City needs budget predictability and project efficiency. The CM/GC process, with its negotiated contract price, will provide the necessary predictability.

The CM/GC method of contracting provides the greatest cost controls for limited budgets and therefore benefits the City. The team approach, the schedule, the value analysis, and constructability reviews provides the ultimate in effective cost analysis. It is critical, and also consistent with the spirit of collaboration encouraged throughout the process that everyone on the Project Team works towards a budget of which they can take ownership.

L. Unlikely to Encourage Favoritism or Diminish Competition

It is unlikely that the process of selecting a CM/GC firm will encourage favoritism in the awarding of the public contract or substantially diminish competition for the public contract. Competition will not diminish because the

CM/GC contract will be awarded based on a competitive process, the procurement will be advertised, competition will be encouraged, award will be made on specified criteria and an opportunity to protest will be available. In short, it is unlikely to encourage favoritism or diminish competition in the future. Again, the CM/GC will be required to bid all major subcontracts.

M. Cost Savings

During the design phase prior to material and subcontractor selection, the CM/GC will provide value engineering and update cost estimate information. This cost estimating will assist final decision-making about the project scope, product quality and material finish. Using a CM/GC will allow more flexibility to develop, evaluate, and implement design changes with less impact on construction cost and time. Substantial cost savings are anticipated from the Project Team approach that is utilized in the CM/GC method of delivery because decision-making is based on cost effective and informed solutions. Progress reviews are frequent and diligent, thus resulting in fewer design corrections and change orders during construction. Additionally, the use of value engineering through cooperation among the architect, engineer, contractor and City is essential to the project delivery on time and within budget. CM/GC value engineering will reduce bid addenda, contract change orders and progress delays to help meet the tight time schedule for the Project. These savings are not realized under a low bid process.

In addition, the CM/GC process has been recently used by Oregon City to renovate and expand its historic library on time and within the available funds. In short, CM/GC has a proven track record of achieving successful results in Projects of this nature.

III. Summary

After careful consideration, the City has found the Alternative Contracting Method CM/GC more appropriate than a traditional design-bid-build process to meet the overall project objectives for the City Hall/Police Station rehabilitation and remodel.

The project is technically complex due to its integration with and into the existing Facility. In addition, The City, with the assistance of its CM/GC Contractor, will need to reconfigure and/or relocate crucial City departments and services offered at the Current facility throughout the duration of the project. This transition must occur in such a way as to not cause a break or significant delay in the provision of City services. The level of challenge and available budget will require a level of management and flexibility above that ordinarily available with traditional competitive low-bid public contracting. There are multiple firms with the experience and expertise in this type of work, so it is anticipated that there will be multiple proposals submitted on the project. The CM/GC process offers the best opportunity for successfully managing the construction on a budget and on time.

Request for Proposals

for

CM/GC Services

Issue Date: March __, 2018

Proposal Due Date: [MONTH] __, 2018 at 2:00PM

City of King City, Oregon
Attn: Mike Weston
City Hall
15300 SW 116th Ave.
King City, OR 97224
(503) 639-4082

Request for Proposals

City of King City – Construction Manager / General Contractor (CM/GC) Services

The City of King City (City) is seeking proposals from qualified and experienced contractors to provide Construction Manager / General Contractor (CM/GC) services to the City for the seismic rehabilitation and remodeling of the City's City Hall/ Police Station facilities. The City's objective is to enter into an Agreement that will provide these comprehensive services.

The City's expectation of any proposer the City contracts with is that the proposer's values align with the City's values of highly ethical conduct, fiscal responsibility, respect for the City and others, and responsiveness to the City's residents, customers, and stakeholders.

The Request for Proposals (RFP) documents, and any addenda thereto, may be obtained at <http://www.ci.king-city.or.us/council/rfp>.

Successful proposers will be asked to sign an Agreement with the City. A sample of the Agreement is attached as part of the RFP documents. The City will require, among other things, specific levels of insurance, a King City business registration, and a tax identification number. Proposers must evaluate this Agreement and agree with the terms and conditions contained therein unless written objections are included as addenda with their proposal. The City will review the addenda and content of any such objection in the proposal evaluation process. Objections after the awarding of the contract will not be considered and are grounds for subsequent denial of the contract.

Proposals shall be submitted either in a sealed envelope or by email plainly identifying the RFP and proposer's name and address. Proposals shall be delivered to the City of King City, City Hall, Attn: Mike Weston, City Manager, 15300 S.W. 116th Avenue, King City, Oregon 97224 or emailed to mweston@ci.king-city.or.us; cc: rsmith@ci.king-city.or.us.

Proposals will be received until 2:00PM on February __, 2018 for the purpose of selecting a proposer to provide Construction Manager / General Contractor (CM/GC) services. Proposals received after the 2:00PM deadline will not be considered and will be returned unopened to the proposer(s).

For additional information regarding this RFP, please contact the City Manager, Mike Weston, at (503) 639-4082 or by email at mweston@ci.king-city.or.us; cc: rsmith@ci.king-city.or.us. The City reserves the right to reject any and all proposals or to negotiate individually with one or more proposers, and to select one or more proposers if determined to be in the best interest of the City.

Dated this February __, 2018.

I. INTRODUCTION

The City of King City (the "City") is seeking the services of a qualified Construction Manager / General Contractor (CM/GC) with demonstrated experience with seismic rehabilitation and remodeling to serve during the design, subcontractor bidding and construction phases of the seismic rehabilitation and remodeling of the City's City Hall/ Police Station facilities (the "Project"). The Project will include assistance in relocating city departments and staff during the remodeling of existing facilities. The site of the Project (the existing City Hall) is approximately 4,785 SF located in central King City. The Project is necessary to meet seismic occupancy standards, and to improve the overall efficiency and effectiveness of existing facilities.

Anticipated CM/GC start date is [MONTH]____, 2018.

II. PROJECT BACKGROUND AND DESCRIPTION

The City of King City ("City") is a suburban city of approximately 4200 citizens surrounded on the north and east sides by the City of Tigard, the south side by the Tualatin River and the City of Tualatin, and by developing and rural Washington County on the north and west sides. Originally developed as a Planned Unit Development, expressly as a retirement community, it was incorporated in 1966. The City of King City has seen a rapid growth expansion with several new subdivisions currently under construction. The population is expected to double within the next 5-10 years.

The City is a Council-Manager form of government. The citizens elect a seven-member City Council which in January of odd-numbered years selects one of their own to be the Mayor for a 2-year term. The City Manager, who is appointed by the City Council, is responsible for the management and administration of the City and its employees. City services include police, municipal court, streets, water, sewer, and stormwater.

The City is soliciting the services for qualified Construction Management/General Contractor (CM/GC) services ("Contractor") to provide construction services for a seismic rehabilitation and remodel of the existing City Hall/Police Station facility (the "Facility") located at 15300 S.W. 116th Avenue, King City, Oregon 97224. The Facility is approximately 4,785 square feet and dates from the 1970s. The Facility needs renovation and retrofitting to modern seismic occupancy standards and to improve the overall efficiency and effectiveness of the resources of the Facility. The City, with the assistance of its CM/GC Contractor, will need to reconfigure and/or relocate crucial City departments and services offered at the Current facility throughout the duration of the project. This transition must occur in such a way as to not cause a break or significant delay in the provision of City services.

Construction is anticipated to begin in the summer of 2018. The project will consist of the following:

[ENTER INFORMATION UPON RECEIPT OF FINAL DESIGN]

The selected Contractor will have the following responsibilities and services related to this Project, including, but are not limited to:

- a) Coordination with all members of the project team;
- b) Coordination of and obtaining all appropriate permits;
- c) Coordination with third-party test and inspection services;
- d) Temporary relocation for City hall and Police Station;
- e) Coordination to and back from temporary relocation for City Hall/Police Station, Including documents, file cabinets, computers, and desks;
- f) Documentation of the existing condition, including photo documentation and reports;
- g) Production of as-built drawings, including implementation of a safety program;
- h) Compliance with applicable laws, codes, regulations, and required jurisdictional inspections.
- i) Remodeling
- j) Bidding and Negotiating all subcontracts for the Project;
- k) Management and oversight of all subcontractors;
- l) Budget and schedule management;
- m) Operation and Maintenance ("O&M") manuals; and

- n) Training of King City Staff if needed.

The envisioned renovated Facility will promote a feeling of relaxation, comfort and confidence for its clients. Our goal is to renovate the 1970s building into a leading edge City Hall and Police Station that engages citizens with administration, building, community development, legal issues, and public works.

The contract type will be a stipulated sum (fixed price), not-to-exceed price.

The project funding will be through the City's general fund.

The City has selected Scott Edwards Architecture, LLP, to provide for the design of the project.

III. SCOPE OF WORK

A. GENERAL

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

- Pre-Construction services during preparation of design and construction documents including management of subcontractor bidding and establishment of a Guaranteed Maximum Price (GMP).
- Completion of construction within the agreed GMP.

Services outlined below are intended for the proposer's general information. The services required for the project are not limited to those listed below but, rather, shall also be as detailed in the attached forms of Agreement (see Attachments #1, #2 and #3 to this RFP).

B. PRE-CONSTRUCTION PHASE

Pre-Construction Phase services are described in Exhibit A to the City of King City Personal Services Agreement, Attachment #1 to this RFP. The City of King City Personal Services Agreement, Attachment #1, including its exhibits shall form the pre-construction services agreement between the City and the CM/GC.

C. CONSTRUCTION PHASE

Construction Phase services will be in conformance with the terms of the Standard Form of Agreement Between Owner and Contractor, AIA Document A102 – 2007 as modified, and General Conditions of the Contract for Construction, AIA Document A201 – 2007 as modified. These documents as modified are attached to this RFP as Attachments #2 and #3 respectively. Duties of the CM/GC will include, but are not limited to the following:

1. Provide a qualified Project Manager, a full-time Superintendent, and needed staff at the job site to coordinate and provide general direction of the work.
2. Prepare and maintain a detailed Critical Path Schedule for monitoring project progress and keep the City and the Project Team advised during weekly construction team meetings.
3. Make available all cost and budget estimates, including support material, to the City and the Project Team. Provide monthly reports of actual costs and schedule progress compared to estimated and projected costs and progress for the project.
4. Provide timely information regarding cost changes, claims or in response to Proposal Requests from Owner.

5. Inspect the work as it is being performed to assure that materials furnished and quality of work performed is in accordance with Construction Documents.
6. Work with the City and the Project Team to establish and implement procedures for expediting and processing all shop drawings and other submittals.
7. Establish effective programs relative to safety, job site records and labor relations.
8. Prepare and distribute monthly progress reports at construction team meetings.
9. Review and process all applications for payment by trade contractors and material suppliers in accordance with the terms of the Agreement.
10. Schedule and conduct contractor/subcontractor coordination meetings to ensure orderly progress of the work.
11. Resolve, on behalf of the City, all disputes that may arise between subcontractors or suppliers as a result of the construction.
12. Formulate punch list(s), provide training to City staff, create and submit O&M manuals, submit as-built drawings and provide warranty coordination for all CM/GC and subcontractor work.

IV. ISSUANCE OF RFP DOCUMENTS

The Request for Proposals (RFP) documents may be obtained at no cost from the City of King City website at <http://www.ci.king-city.or.us/council/rfp>.

Mike Weston, City Manager, is the sole point of contact for all questions, concerns, and protests related to this RFP. He may be reached at (503) 639-4082 or by email at mweston@ci.king-city.or.us; cc: rsmith@ci.king-city.or.us.

V. PROPOSAL SUBMISSION

Sealed proposals shall be submitted by 2:00PM on [MONTH] __, 2018 in pdf format via email, in person, or by U.S. Postal Service to:

City of King City, Oregon
Attn: Mike Weston
City Hall
15300 SW 116th Ave.
King City, OR 97224
mweston@ci.king-city.or.us; cc: rsmith@ci.king-city.or.us.

If proposals are submitted in-person or by U.S. Postal Service, each Proposer must provide (1) electronic copy in pdf format and four (4) hard copies of their proposal, including attachments, in type-written format sealed in an envelope plainly identifying requested services and proposer's name and address. If submitted via email, the proposal, including attachments, shall be in pdf format. Proposals shall be addressed and submitted to the above location by the deadline. Phone and facsimile proposals will not be accepted. There will be no formal opening of proposals.

Proposals must be clear, succinct and not exceed 20 pages. Section dividers, title page, table of contents, and cover letter do not count in the overall page count of the proposal. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

Proposals shall be printed double-sided. The City requests that submittal materials contain post-consumer recycle content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled, such as PVC binder, spiral bindings, and plastic or glossy covers or dividers. One page is considered to be one side of a single 8 ½" x 11" sheet.

A. SCHEDULE OF EVENTS

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting a proposer. This schedule is subject to change if it is in the City's best interest to do so.

- | | |
|--|-------|
| • Posting of RFP | [TBD] |
| • Deadline for clarifications/questions/changes to RFP | [TBD] |
| • Deadline for Protests of RFP | [TBD] |
| • Proposal Due | [TBD] |
| • Evaluation of Proposals Complete (to select top three proposers) | [TBD] |
| • Invitation to top three proposers for Interview & Presentation | [TBD] |
| • Interview & Presentation Meetings | [TBD] |
| • Evaluation of Interview & Presentation Complete | [TBD] |
| • Posting Notice of Intent to Award | [TBD] |
| • Deadline for Protests of Award | [TBD] |
| • City Council Hearing | [TBD] |
| • Notice of Award | [TBD] |
| • Commencement of Agreement | [TBD] |

B. CHANGES TO SOLICITATION BY ADDENDA

The City reserves the right to make changes to the RFP by written addenda. Addenda shall be sent to all prospective proposers known to have obtained the solicitation documents at the time addenda are issued.

Proposers should consult the City's website (<http://www.ci.king-city.or.us/council/rfp>) regularly until the proposal due date and time to assure that they have not missed any addendum announcements. By submitting a proposal, each Proposer thereby agrees that it accepts all risks, and waives all claims, associated with or related to its failure to obtain addendum information.

A prospective Proposer may request a change in the RFP by submitting a written request to the address set forth in Section VI. The request must specify the provision of the RFP in question, and contain an explanation of the requested change. All requests for changes to the RFP must be submitted to the City no later than the date set forth in Section V(A).

The City will evaluate any request submitted, but reserves the right to determine whether to accept the requested change. Changes that are accepted by the City shall be issued in the form of an addendum to the RFP. All addenda shall have the same binding effect as though contained in the main body of the RFP. Written or oral instructions or information concerning the scope of work of the project given out by anyone other than Mike Weston shall not bind the City.

No addenda will be issued later than the date set in Section V(A), except an addendum, if necessary, postponing the date for receipt of proposals, withdrawing the invitation, modifying elements of the proposal resulting from delayed process, or requesting additional information, clarification, or revisions of proposals leading to obtaining best offers or best and final offers. Each Proposer is responsible for obtaining all addenda prior to submitting a proposal. Receipt of each addendum shall be acknowledged in writing as part of the proposal.

C. CONFIDENTIALITY

All information submitted by Proposers shall 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 shall be in writing, noting specifically which portion of the proposal the Proposer requests exception from disclosure. Proposer shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City as a result of this RFP. Proposer should not mark the entire proposal document "Confidential."

Proposals shall not be available for public inspection until after an agreement is awarded and entered into.

D. CANCELLATION

The City reserves the right to cancel contract award 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 contract award.

E. LATE PROPOSALS

All proposals that are not received by the proposal due date in Section V(A) will not be considered and will be returned unopened to the Proposer(s). Phone and facsimile proposals will not be accepted. Delays due to mail and/or delivery handling, including, but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the proposal to the correct location by the proposal due date.

F. DISPUTES

In case of any doubt or differences of opinion as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

G. PROPOSER'S REPRESENTATION

Proposers, by the act of submitting their proposals, represent that:

- i. They have read and understand the proposal documents and their proposal is made in accordance therewith;
- ii. They have familiarized themselves with the local conditions under which the work will be performed;
- iii. Their proposal is based upon the requirements described in the proposal documents without exception, unless clearly stated in the response.

H. CONDITIONS OF SUBMITTAL

By the act of submitting a proposal in response to this RFP, the Proposer certifies that:

- i. 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 part by the City, 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.
- ii. The Proposer has examined all parts of the RFP, including all requirements and Agreement terms and conditions thereof, and, if its proposal is accepted, the Proposer shall accept the Agreement

documents thereto unless substantive changes are made in same without the approval of the Proposer.

- iii. The Proposers, 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.
- iv. The Proposer has quality experience providing requested services in a capacity similar to the duties outlined within the scope of services.

I. PROPOSER REQUESTS INTERPRETATION OF REQUEST FOR PROPOSAL DOCUMENTS

Proposers shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of the proposal documents. Proposers requiring clarification or interpretation of the proposal documents shall make a written request for the same to the City Manager, Mike Weston.

The City shall make interpretations, corrections, or changes to the proposal documents in writing by published addenda in accordance with Section V(B). Interpretations, corrections, or changes to the proposal documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.

J. PROPOSER REQUESTS FOR ADDITIONAL INFORMATION

Requests for Information for City services, programs, or personnel, or any other information shall be submitted in writing to the City Manager, Mike Weston, prior to the deadline to request additional information stated in Section V(A).

The City shall respond to requests for additional information in writing by published addenda in accordance with Section V(B). Responses to requests for additional information made in any other manner will not be binding.

K. COMPETITION

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

L. COMPLAINTS AND INEQUITIES

All complaints or perceived inequities related to the RFP or award of work referenced herein shall be in writing and directed to the City Manager, Mike Weston, in accordance with the requirements stated in Section VII(A). Such submittals will be reviewed upon receipt and will be answered in writing.

M. COST OF REQUEST FOR PROPOSALS AND ASSOCIATED RESPONSES

The City is not liable for any costs incurred by a Proposer in the preparation and/or presentation of a proposal. The City is not liable for any cost incurred by a Proposer in protesting the City's selection decision.

N. CITY REQUESTS FOR CLARIFICATION, ADDITIONAL RESEARCH & REVISIONS

The City reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the proposal.

The City may obtain information from any legal source for clarification of any proposal or for information of any Proposer. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of the responsible Proposer. Information may include, but shall not necessarily be limited to current litigation and contracting references. All such documents, if requested by the City, become part of the public records and may be disclosed accordingly.

The City reserves the right to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

O. REJECTION OF PROPOSALS

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

- i. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
- ii. Failure of the Proposer to submit a proposal in the format specified herein.
- iii. Failure of the Proposer to submit a proposal within the time requirements established herein.
- iv. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the proposal process.

The City 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 that it is in the public interest to do so.

P. MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

A Proposal may not be modified, withdrawn, or canceled by the proposer for 60 calendar days following the time and date designated for the receipt of proposals. Proposals submitted early may be modified or withdrawn only by notice to the City, at the Proposal submittal location, prior to the proposal due date. Such notice shall be in writing over the signature of the Proposer and submitted to the City Manager, Mike Weston. All such communication shall be so worded as not to reveal material contents of the original Proposal.

Withdrawn proposals may be resubmitted up to the proposal due date and time, provided that they are then fully in conformance with the RFP.

Q. PROPOSAL OWNERSHIP

All Proposals submitted become and remain the property of the City and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502. 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 shall make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

R. DURATION OF PROPOSAL

Proposal terms and conditions shall be firm for a period of at least 60 days from the proposal due date. The successful proposal shall not be subject to changes of terms if accepted during the 60-day period. Changes in terms by others after the acceptance of a proposal will not be considered.

S. AFFIRMATIVE ACTION/NONDISCRIMINATION

By submitting a proposal, the Proposer agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

VI. PROPOSAL AND PROPOSER REQUIREMENTS

Proposer shall respond to specific criteria that shall facilitate proposal evaluation. All proposals submitted in response to this RFP must include the following:

A. INTRODUCTORY LETTER

The letter shall name the person(s) authorized to represent the individual or firm in any negotiations and name of the person(s) authorized to sign any Agreement that may result. An authorized representative for the firm shall sign the proposal letter.

B. QUALIFICATIONS

This criteria relates to the individual or firm's capabilities and resources in relation to this project.

i. Team Capacity and Relevant Experience

- Provide an organization chart showing all proposed pre-construction and construction phase staff for the project (to the Superintendent staff level). Indicate your firm's binding commitment to assign these personnel to the project through project completion.
- Provide brief descriptions, relevant experience and available capacity, including anticipated time allocation for this project, for key personnel on the project.
- For each individual listed on your proposed organizational chart, provide at least two references; highlighting the following:
 - Recently completed public/government/municipal projects.
 - Recently completed seismic retrofit projects.
- Describe three (3) projects you feel are comparable to this Project which have been completed within the last five (5) years and managed by the project manager proposed for this project, including:
 - A description of the relevance of the example projects to the Project and Services included in this solicitation, including descriptions of how outstanding issues and projects constraints were addressed and resolved.
 - A description of project types, location, size, duration and objectives; a list of key project staff and their roles; tasks performed by the Respondents to fulfill the objectives of the project; the project budget, and whether the schedule and budget were met.

ii. Management Plan

Describe your company's approach to providing the desired management services for the project, answering, at a minimum, each of the following questions:

- How will your company maintain good relations and foster open and productive communications with the City, the Project Team, and other parties directly involved in the Project? How will you avoid or resolve conflicts?

- What actions do you consider necessary to achieve the cost objectives of the project? What potential constraints do you foresee, and how would you resolve them?
- Describe how construction schedules and cost estimates will be developed and compiled during design. How will estimates be developed both for in-house capabilities as well as subcontractor trades such as mechanical and electrical?
- How would you track and control project costs during design? How would you track and control costs during construction? What steps will you take to minimize change orders?
- The schedule currently envisioned allots ____ months for construction. Given the need to maintain and/or temporarily relocate City operations in the Facility throughout the project, is this schedule reasonable? What actions do you consider necessary to achieve this schedule? What potential constraints do you foresee, and how would you resolve them?
- Describe your company's approach to building start-up, post-construction warranty work and ongoing service to the City and the Facility.

iii. Project Approach

Describe your company's unique experience and project approach which will ensure a successful project. At a minimum, please address the following topics:

- Describe your company's experience with the design and construction of public facilities and how your previous experiences will benefit the City.
- Describe your company's experience with seismic retrofitting and rehabilitation projects and describe any challenges you foresee.
- Describe your company's unique approach to CM/GC services which would make your company the most compelling choice to serve as CM/GC during the project.

C. PROCESS FOR ESTABLISHING GUARANTEED MAXIMUM PRICE

Describe in detail the process and timing that you would propose to follow to establish the Guaranteed Maximum Price for the Project. Consistent with the draft Owner/Contractor Agreement (Attachment #2) and future, associated contract documents, describe your proposed method of documenting the line item components of the GMP and of determining whether project changes are inside or outside the scope of the GMP.

The City will not pay any amount that exceeds the GMP unless the amount results from material changes to the scope of work set forth in the public improvement contract and the parties to the public improvement contract agree in writing to the material changes;

D. FEE PROPOSAL

Submit your company's fee for providing the CM/GC services described in the draft Pre-Construction Services Agreement (Attachment #1) and in the draft Owner/Contractor Agreement and related contract documents (Attachments #2 and #3). Complete and submit the form labeled "Fee Proposal" (Attachment #4) to present your fee in the following categories.

i. Pre-Construction Services

Identify the fees for services to be provided prior to establishment of the Guaranteed Maximum Price as stipulated by the "Fee Proposal" (Attachment #4).

ii. Construction Services

Provide a proposed fee for providing services during construction of the Project as stipulated by the "Fee Proposal" (Attachment #4). Note that the Fee proposed for construction shall strictly adhere to the definition of "Fee" in the Owner/Contractor Agreement and General Conditions (Attachments #2 and #3).

iii. Fees for Changes

Provide the percentage fees for changes to the contract amount, as stipulated by the "Fee Proposal" (Attachment #4).

iv. General Conditions and Requirements

Provide a detailed monthly estimate of all general conditions and general requirements costs which will be reimbursed under the terms of Owner/Contractor Agreement (Attachment #2) subparagraphs 7.2, 7.5 and 7.6. For insurance and bond costs provide the rate which will be charged as a percentage of the Cost of the Work as stipulated by the "Fee Proposal" (Attachment #4).

E. COST SAVINGS SHARING

Subparagraph 5.2.1.1 of the Owner/Contractor Agreement (Attachment #2) calls for a cost savings sharing formula. Fill in the appropriate lines in Attachment #4 to propose a sharing formula for cost savings.

F. AGREEMENTS

The following agreements will be utilized for this project:

i. Pre-Construction Services Agreement

(City of King City Personal Services Agreement) – Attachment #1

ii. Standard Form of Agreement Between Owner and Contractor

AIA Document A102 – 2007 as modified – Attachment #2

iii. General Conditions of the Contract for Construction

AIA Document A201 – 2007 as modified – Attachment #3

Each Proposer must evaluate these Agreement forms and their Scopes of Work, and thereby agree with the terms and conditions (including insurance limits) contained therein unless written objections including reasons that it would be in the best interest of the City to accept the proposed changes are provided. The City will review the addenda and content of any such objection in the proposal evaluation process.

G. ADDENDA

All Proposers shall submit all Addenda of this RFP as part of the proposal. Receipt of each Addendum, if any, shall be acknowledged by the Proposer by signing in the appropriate designated location. Each Proposer shall ascertain, prior to submitting a proposal, that the proposer has received all Addenda issued by the City.

H. PROPOSER REQUIREMENTS

Any proposer submitting a proposal must meet the following minimum requirements:

- i. All proposals must contain a statement that "the submitter of this proposal agrees to be bound by and will comply with the provisions of 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148;

- ii. All Proposers must be registered with the Construction Contractors Board;
- iii. All proposals must contain the proposer's certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110(4). (See OAR 137-049-0440(3);
- iv. All Proposers must be licensed to perform business in the State of Oregon;
- v. All Proposers must have been in business as a firm for at least five (5) years;
- vi. All Proposers must be experienced in those services requested of the City;
- vii. All Proposers must agree to execute the City's Agreements, if awarded; and
- viii. All Proposers must carry required insurance and where allowed by the policy, shall name the City an additional insured.

VII. SELECTION COMMITTEE & INTERVIEW PANEL

A selection committee will be comprised of at least four (4) members and an interview panel will be comprised of at least four (4) members. The interview panel may or may not consist of the same selection committee members. The interview panel will score each candidate for the Interview and Presentation criteria only and add it to the existing score evaluated by the selection committee. Each proposal shall be evaluated on its completeness and quality in accordance with the criteria identified in this RFP. The City of King City has the right to require any clarification or change needed to understand the proposer's approach to the project.

For each proposer selected to interview and present, the person(s) that will act as project manager and superintendent throughout the project must attend the interview and presentation. No substitutions of personnel shall be made during any phase of the project without the advance written consent of the City Manager.

Each proposal shall be evaluated as a demonstration of the proposer's capabilities and understanding of the project. Evaluation criteria and weighting factors shall be as follows:

Criteria	Maximum Points
Proposal submitted on time	Pass / Fail
Introductory Letter	5
Team Capacity and Relevant Experience	20
Management Plan	20
Project Approach	20
Process for Establishing GMP	5
Fee Proposal	10
Cost Savings Sharing	10
Agreements	5
Overall quality of response and conformance with RFP requirements	5
TOTAL	100

The selection committee shall select the three (3) highest-scored proposers whose proposals evidence the highest level of qualification and experience to proceed to an oral interview and presentation. Should fewer than three (3) proposals be received, then each prospective proposer submitting a proposal that meets minimum requirements will be interviewed. The selection committee will re-score each candidate following the oral interview and presentation.

The City reserves the right to:

- Reject any and all proposals not in compliance with all public procedures and requirements;
- Reject any proposal not meeting the specifications set forth herein;
- Waive any or all irregularities in proposals submitted;
- Award any or all parts of any proposal; and
- Request references and other data to determine responsiveness.

Following evaluations and interviews of the proposers, the City will provide written notice of its intent to award the contract to the proposer who best meets the overall needs of the City.

A. PROTEST PROCEDURES

Any and all complaints regarding this solicitation must be presented in writing no less than seven (7) calendar days prior to the proposal due date, as identified in Section V(A). Any adversely affected or aggrieved proposer has ten (10) calendar days from the date of the written notice of intent to award to file a written protest, as identified in Section V(A).

The City will address all timely submitted protests within a reasonable time following the City's receipt of the protest and will issue a written decision to the protesting Proposer. Protests shall be addressed as follows:

City of King City, Oregon
Attn: Mike Weston
City Hall
15300 SW 116th Ave.
King City, OR 97224
mweston@ci.king-city.or.us; cc: rsmith@ci.king-city.or.us.

Protests must include:

- i. The identity of the Proposer;
- ii. A clear reference to this RFP;
- iii. Reason for the protest;
- iv. Proposed changes to the RFP provisions and/or statement of work; and
- v. All required information as described in ORS 279B.405 and/or ORS 279B.410.

Protests that do not include the required information will not be considered by the City.

VIII. CONTRACT REQUIREMENTS

The City reserves the right to negotiate final terms of the Agreement as the City determines to be in its best interest.

The City will negotiate the Agreement once the selection committee and interview panel have chosen the top-ranked proposer. If the City cannot come to terms with the top-ranked proposer, the City will enter into negotiations with the second-ranked proposer. This process will continue until the City reaches an Agreement which the City deems appropriate for the services.

The award of a contract is accomplished by executing an Agreement that incorporates the proposer's proposal, clarifications, addenda, additions, and insurance. All such materials constitute the contract documents.

IX. ATTACHMENTS

- 1. PRE-CONSTRUCTION SERVICES AGREEMENT**
- 2. STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**
- 3. GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**
- 4. FEE PROPOSAL**