

**RESOLUTION NO. 2917**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) CONTRACT WITH KIEWIT INFRASTRUCTURE WEST CO. TO PROVIDE PRECONSTRUCTION SERVICES FOR THE WILLAMETTE RIVER WATER TREATMENT PLANT EXPANSION PROJECT (CAPITAL IMPROVEMENT PROJECT #1144).**

WHEREAS, the City has planned and budgeted for CM/GC services for Capital Improvement Project #1144, known as the Willamette River Water Treatment Plant Expansion project (the Project); and

WHEREAS, City Council approved Resolution No. 2801 on March 16, 2020 authorizing the use of a CM/GC contracting method for construction of the Project; and

WHEREAS, the City solicited proposals from qualified firms for the Project that duly followed State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, Kiewit Infrastructure West Co. submitted a proposal on July 12, 2021 and was subsequently evaluated and determined to be the most qualified firm to perform the work; and

WHEREAS, following the qualifications based selection process and under the direction of the City, a detailed scope of work was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided.

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Kiewit Infrastructure West Co. has provided a responsive and responsible proposal for CM/GC services.
2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a CM/GC Contract with Kiewit Infrastructure West Co. for a not-to-exceed amount of \$198,328 for Preconstruction Services, which is substantially similar to **Exhibit A** attached hereto.

3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 16<sup>th</sup> day of August, 2021, and filed with the Wilsonville City Recorder this date.

DocuSigned by:  
*Julie Fitzgerald*  
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\_\_\_\_\_  
JULIE FITZGERALD, MAYOR

ATTEST:

DocuSigned by:  
*Kimberly Veliz*  
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\_\_\_\_\_  
Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Excused
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

EXHIBIT:

A. Willamette River Water Treatment Plant Expansion CM/GC Contract

**EXHIBIT A**

**CITY OF WILSONVILLE  
CM/GC CONTRACT  
(CONSTRUCTION MANAGER/GENERAL CONTRACTOR)**

**THIS CONTRACT IS BETWEEN:**

**OWNER:** **The City of Wilsonville**

**And**

**CONSTRUCTION MANAGER/  
GENERAL CONTRACTOR  
(referred to as Contractor in the  
General Conditions and referred to  
as "the CM/GC" in this Contract):** **Kiewit Infrastructure West Co.**

**The Project is:** **WRWTP Expansion/Upgrade Project**

**The Architect/Design Consultant/Engineer is:** **Stantec Consulting Services Inc.**

**The Owner's Target GMP Range is:** **\$12.1M to 17.1M**

**CITY OF WILSONVILLE  
CM/GC CONTRACT**

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**EXHIBITS:**

- Exhibit 1 COVID-19 Provisions
- Exhibit 2 City of Wilsonville General Conditions
- Exhibit 3 City of Wilsonville Supplemental General Conditions
- Exhibit 4 GMP Amendment to CM/GC Contract
- Exhibit 5 CM/GC Key Personnel
- Exhibit 6 Reimbursable Travel and Per Diem Expenses
- Exhibit 7 RFP (added at execution)
- Exhibit 8 Proposal (added at execution)

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The Owner and CM/GC agree as follows:

**ARTICLE 1:**  
**DEFINITIONS**

Except as expressly defined or modified below or elsewhere in this CM/GC Contract (the "Contract"), all capitalized terms shall have the meanings set forth in Section A of the City of Wilsonville General Conditions for Public Improvement Contracts, attached and incorporated as Exhibit 2 (the "City of Wilsonville General Conditions"), as may be supplemented by the City of Wilsonville's Supplemental General Conditions for Public Improvement Contracts (the "COW Supplemental General Conditions"), attached and incorporated as Exhibit 3. The terms below are expressly defined as follows:

**1.1** Affiliate. Affiliate shall mean any subsidiary of CM/GC, and any other entity in which CM/GC has a financial interest or which has a financial interest in CM/GC (including without limitation parent companies, related businesses under the same holding company, or any other business controlled by, under common control with, or which controls CM/GC).

**1.2** Allowances. Allowances shall mean the allowance amounts shown in the GMP Supporting Documents, together with such further allowances as may be developed by the parties as the Project progresses.

**1.3** Amendment. Amendment shall mean a written modification of this Contract (including without limitation any agreed change to the GMP), identified as an Amendment, and executed by CM/GC, the Engineer, and, where required, approved in writing on behalf of Owner by the City of Wilsonville.

**1.4** Business Days. Business Days shall mean every day except Saturday, Sunday, and legal holidays recognized for employees of the State of Oregon.

**1.5** CM/GC Field Work. CM/GC Field Work shall mean work the City determines in the best interest of the project with City's prior written approval, customary layout, clean up, supervision, and portions of the Work of a minor nature and not feasibly part of the subcontracted work due to: exclusions by the Subcontractor not resolved through the process described in this Contract, undeveloped design owing to deviations in Work performed or materials delivered by Subcontractors or suppliers that do not represent defective or nonconforming work, a breach or failure to perform by the Subcontractor or supplier, complexity of coordination of the Work, and other similar reasons typically providing cause for "pick-up" or GC Work under industry standards; provided, however, that (i) the CM/GC has reasonably determined that doing such portion of the Work itself is in the best interests of Owner, (ii) such Work is identified as CM/GC Field Work in monthly billings and (iii) CM/GC receives prior approval of Engineer as to the scope of such CM/GC Field Work.

**1.6** CM Services. CM Services shall have the meaning given in Article 3.3 below.

**1.7** Construction Documents. Construction Documents shall have the meaning given in the City of Wilsonville Professional Services Agreement with the Engineer for this Project.

**1.8** Construction Phase. The Construction Phase shall mean the period commencing on the Owner's execution of a GMP Amendment or Early Work Amendment, together with the earlier of (i) issuance by

Owner 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.

**1.9 Construction Phase Services.** Construction Phase Services shall mean all the Work other than the Preconstruction Phase Services.

**1.10 Contract Documents.** Contract Documents shall have the meaning given in Section A of the City of Wilsonville General Conditions for Public Improvement Contracts, as supplemented by Article 2.1 below.

**1.11 Design Development Documents.** 1) Any manufacturer's complete literature / documentation and technical data; 2) the complete architectural, structural, mechanical, plumbing and electrical drawings and outline specifications for the Project; 3) all drawings and design development calculations of any architect, professional engineer or land surveyor associated with the Project; and 4) all samples, more particularly set forth in the design specifications.

**1.12 Early Work.** Early Work shall mean Construction Phase Services authorized by Amendment that the parties agree should be performed in advance of establishment of the GMP. Permissible Early Work shall be limited to: early procurement of materials and supplies; early release of bid or proposal packages for site development and related activities; 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 (e.g., demolition).

**1.13 Early Work Amendment.** Early Work Amendment shall mean an Amendment to this Contract executed by and between the parties to authorize Early Work.

**1.14 Fixed Cost for General Conditions Work.** Fixed Cost for General Conditions Work or GC Work shall mean that fixed sum identified in Article 8.8.

**1.15 General Conditions Work.** General Conditions Work (GC Work) shall mean (i) that portion of the Work required to support construction operations that is not included within overhead or general expense but is called out as GC Work, and (ii) any other specific categories of Work approved in writing by the Engineer as forming a part of the GC Work.

**1.16 Guaranteed Maximum Price (GMP).** GMP shall mean the Guaranteed Maximum Price of this Contract, as stated in dollars within the GMP Amendment, as determined in accordance with Article 6, and as it may be adjusted from time to time pursuant to the provisions of this Contract.

**1.17 GMP Amendment.** GMP Amendment shall mean an Amendment to this Contract, issued in the form of Exhibit 4 and executed by and between the parties, to establish the GMP and identify the GMP Supporting Documents for Construction Phase Services.

**1.18 GMP Supporting Documents.** GMP Supporting Documents shall mean the documents referenced in the GMP Amendment as the basis for establishing the GMP. The GMP Supporting Documents shall expressly identify the Plans and Specifications, allowances, clarifications, assumptions, exclusions, the proposed GMP, and the Date of Substantial Completion upon which the proposed GMP is based.

**1.19** Preconstruction Phase. The Preconstruction Phase shall mean the period commencing on the date of this Contract and ending upon commencement of the Construction Phase; provided that if the Owner and CM/GC agree, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases shall proceed concurrently, subject to the terms and conditions of the Contract Documents.

**1.20** Preconstruction Phase Services. Preconstruction Phase Services shall mean all services described in Article 3.1, and any similar services described in the Request for Proposals, including such similar services as are described in the CM/GC's RFP Response to the extent they are accepted by Owner, but excluding any Early Work. Early Work shall be considered part of Construction Phase Services.

**1.21** Schematic Design Documents. Schematic Design Documents shall mean the drawings and other documents illustrating the general scope, scale and relationship of Project components, unless defined otherwise in the Owner's agreement with the Architect for this Project.

**1.22** Scope Change. Scope Change shall mean only (i) changed site conditions not reasonably inferable from information available to CM/GC at the time of execution of the GMP Amendment, and (ii) significant Work modifications (including additions, substitutions, and deletions), application of Allowances, and selection of alternates, all as approved by the Owner under this Contract beyond that identified or inferable from the GMP Supporting Documents (but in the case of Allowance items, the GMP will increase only if the cost to Owner of the Allowance items exceeds the total amount of the Allowances).

## **ARTICLE 2:** **CONTRACT DOCUMENTS**

**2.1** Contract Documents. For valuable consideration as stated below, Owner and the CM/GC agree to the terms of the contract that are set forth in the Contract Documents. As used in the City of Wilsonville General Conditions, the "Contract Documents" shall include this Contract, including Exhibits 1 through 8 which are incorporated by this reference. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

**2.2** Effective Date. This Contract shall become effective on the first date on which every party has signed this Contract and Owner has received all necessary approvals, including approval for legal sufficiency by legal counsel for the City.

**2.3** The Contract; Order of Precedence. This Contract, together with the other Contract Documents, forms the entire agreement between the parties. Except as expressly otherwise provided in this Contract, the order of precedence of the Contract Documents is established in Section A.3 of the City of Wilsonville General Conditions, if there are inconsistent or conflicting terms among the Contract Documents, in any circumstance where a conflict or inconsistency is alleged by any party hereto, the City of Wilsonville shall determine, in its sole discretion, which provision shall apply.

**ARTICLE 3:**  
**WORK OF THIS CONTRACT**

**3.1** Preconstruction Phase Services. The CM/GC agrees to provide all the Preconstruction Phase Services described below on an ongoing basis in support of, and in conformance with, the time frames described in the Request for Proposals. Commencement of the Construction Phase shall not excuse CM/GC from completion of the Preconstruction Phase Services, if such services have not been fully performed at commencement of the Construction Phase. Preconstruction Phase Services shall include CM Services performed during the Preconstruction Phase. The CM/GC will prepare draft and final notes for all meetings and workshops. All deliverables will be electronic format. Final deliverables will be in PDF digital format including bookmarks for navigation. Owner and Engineer will provide review comments and a comment log for draft deliverables. CM/GC will provide responses to comments until they are approved, update the draft deliverable, and submit the completed comment log along with Final deliverable.

**3.1.1** The CM/GC shall provide a preliminary evaluation of the Owner's program and budget requirements, each in terms of the other. Deliverables: Draft/Final 60% Program Review memorandum; Draft/Final 90% Program Review memorandum.

**3.1.2** The CM/GC shall provide the following services relating to design and construction tasks:

1. The CM/GC shall consult with, advise, assist, and provide recommendations to the Owner and the design team on all aspects of the planning and design of the Work. This may include but is not limited to recommendations on actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies.
2. The CM/GC shall jointly schedule and attend regular meetings with the Engineer. Assumed to occur twice monthly for a duration not to exceed 1.5 hours and include subcontractor lead. The CM/GC will maintain a Log of: Decisions; Decisions Needed; Submittals with status; and Action Items.
3. The CM/GC shall consult with the Owner and Engineer regarding site use and improvements, and the selection of materials, building systems and equipment.
4. The CM/GC shall provide MEP systems verification and feedback as part of the development of the projects. Engage associated expertise on the preconstruction team. This expertise shall engage in issues such as constructability, coordination, system selection verification and cost issues associated with the design and installation of MEP systems as part of the projects. The commitment of this expertise is only to be engaged during the preconstruction phase of the projects. This expertise can be in the form of trade contractors that are brought onto the CM/GC's preconstruction team or they can be trade specialists within the CM/GC's organization.



5. The CM/GC shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies.
6. The CM/GC shall review in-progress design documents, including the documents generally described in the industry as Schematic Development Documents, Design Development Documents, and Construction Documents and provide input and advice on construction feasibility, alternative materials, and availability. CM/GC shall review these completed Schematic Development Documents, Design Development Documents, and Construction Documents and timely suggest modifications to improve completeness and clarity.
7. Deliverables: Draft/Final 60% Design Review memorandum and four hour workshop; Draft/Final 90% Design Review memorandum and two hour workshop; Logs.

**3.1.3** The CM/GC shall provide the following services related to the Project schedule:

1. The CM/GC shall prepare, and monthly update, a preliminary Project schedule for the Engineer's review and the Owner's approval.
2. The CM/GC shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Engineer, and CM/GC. As design proceeds, CM/GC shall update the preliminary Project schedule to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement. The date(s) of Substantial Completion shall not be modified without Owner's prior written approval. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the CM/GC shall make appropriate recommendations to the Engineer.
3. Meet with permitting agencies to identify permitting sequences and durations; incorporate results into schedule.
4. Develop a Maintenance of Plant Operations (MOPO) plan. The MOPO plan shall be detailed guidance for construction to minimize process interruptions. It will include cutover / migration process strategies from old to new equipment and facilities. The MOPO plan will address work hours, contact lists, critical processes, transition order, maximum allowable manual operation time, and contingency planning. It will be designed to minimize the number and duration of service interruptions and will guide the CM/GC Schedule and Construction Sequence. Required interruptions will be planned to occur at the appropriate levels of demand based on outage duration and risk. The MOPO plan will be developed with understanding of the Raw Water Facility Willamette Water Supply project and coordinate the timing of shutdowns to the maximum practicable extent. Required interruptions will be characterized including

the planned duration, risks, and recommended contingency plans. The MOPO plan will address the testing and startup of new equipment / facilities and will be developed with input from a licensed Electrical Subcontractor.

5. Deliverables: Critical Path Schedule, monthly updates. Review during regular meetings with Engineer under 3.1.2, Draft / Final 60% MOPO Plan and 3 hour workshop, Draft / Final 90% MOPO Plan and 3-hour workshop.

**3.1.4** The CM/GC shall provide the following services relating to cost estimating:

1. The CM/GC shall prepare, for the review of the Engineer and approval of the Owner, cost estimates utilizing area, volume, quantities, unit costs or similar estimating techniques at each of the following documentation milestones in addition to GMPs or Early Work Amendments. The cost estimates shall be detailed, supported by background information, shall not include lump sum amounts greater than \$75,000, and in the Owner's required format.
  - i. 60% Design
  - ii. 90% Design
2. When 60% level Design Documents have been prepared by the Engineer, the CM/GC shall prepare for the review of the Engineer and approval of the Owner, a detailed estimate with supporting data. Exchange cost estimates with the Engineer. Compare the estimates to identify cost discrepancies greater than 10% in line items. Meet with Engineer during six-hour workshop and propose resolutions for discrepancies. Revise the estimate as agreed to during Workshop. During the preparation of the 90% level Documents, the CM/GC shall track costs associated with design changes using a cost-management log. Deliverables: Draft / Final 60% Cost Estimate with supporting documentation; 60% Estimate Comparison; Six-hour reconciliation workshop; Cost Management log.
3. When 90% level Design Documents have been prepared by the Engineer, the CM/GC shall prepare a detailed estimate with supporting data for review by the Engineer and approval by the Owner. Exchange cost estimates with the Engineer. Compare the estimates to identify cost discrepancies greater than 10% in line items. Meet with Engineer during six-hour workshop and propose resolutions for discrepancies. Revise the estimate as agreed to during Workshop. During the preparation of the Construction Documents, the CM/GC shall track costs associated with design changes using a cost-management log. Deliverables: Draft / Final 90% Cost Estimate with supporting documentation; 90% Estimate Comparison; Six-hour reconciliation workshop; Cost Management log.
4. Actively participate in value engineering and scope modification work sessions following each cost estimate, GMP development, and Early Work cost development. Deliverables: 60% Value Analysis memorandum; 90% Value Analysis memorandum
5. The CM/GC shall notify the Owner and the design team immediately if any construction cost estimate appears to be exceeding the construction budget.

6. Within each estimate, the CM/GC shall itemize the CM/GC's Contingency to identify the amount of risk that the CM/GC would carry into the GMP at that stage of the Project due to the quality and completeness of the construction documents used to generate the estimate. Risk shall be itemized using a fully detailed risk register identifying each risk item, with probability of occurrence and magnitude if impact to each item, with the risk register total equal to the risk amount included in the CM/GC's estimate. This number shall be carried so that a GMP Amendment can be signed at any point during the Preconstruction Phase of the Project without a modification to the construction estimate. Deliverables: Draft/Final 60% Risk Register memorandum and two-hour workshop; Draft/Final 90% Risk Register memorandum and two-hour workshop.
7. The CM/GC otherwise shall work with the Engineer and Owner to develop a GMP within the Target GMP Range and within Owner's schedule. Deliverables: Draft/Final Early Work Amendments and Draft/Final GMP Amendments as requested by Owner.
8. Meet with permitting agencies; include permit costs in estimates.

**3.1.5** The CM/GC shall perform the following services relating to Subcontractors and suppliers:

1. The CM/GC shall seek to develop Subcontractor and supplier interest in the Project, consistent with applicable legal requirements, and shall furnish to the Engineer for their information a list of possible Subcontractors and suppliers, including suppliers who may furnish materials or equipment fabricated to a special design, from whom competitive bids, quotes, or proposals (collectively, "Offers") will be requested for each principal portion of the Work. Submission of such list is for information and discussion purposes only and not for prequalification. The receipt of such list shall not require the Owner or Engineer to investigate the qualifications of proposed Subcontractors and suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed Subcontractor, supplier, or method of procurement. Deliverables: Draft/Final 60% Subcontracting Plan memorandum with 2-hour workshop; Draft/Final 90% Subcontracting Plan memorandum with 2-hour workshop.
2. The CM/GC shall provide input to the Owner and the design team regarding current construction market bidding climate, status of key subcontract markets, and other local economic conditions. CM/GC shall determine the division of work to facilitate bidding and award of trade contracts, considering such factors as bidding climate, improving or accelerating construction completion, minimizing trade jurisdictional disputes, and related issues. Deliverables: include with 3.1.5.1.

**3.1.6** The CM/GC shall recommend to the Engineer a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule, which shall be procured by the CM/GC upon execution of either a GMP Amendment or Early Work Amendment covering such procurement, and approval of such schedule by the Engineer. The CM/GC shall expedite the delivery of long-lead time items. Deliverables: include with 3.1.5.1.

- 3.1.7** The CM/GC shall work with the Owner in identifying critical elements of the Work that may require special procurement processes, such as prequalification of Offerors or alternative contracting methods. Deliverables: include with 3.1.5.1
- 3.1.8** The CM/GC shall Work with the Owner and the design team to maximize energy efficiency in the Project, including without limitation providing estimating and value engineering support to the Owner's analysis and application for energy related incentive programs offered by local utilities. Deliverables: include with 3.1.4.4.
- 3.1.9** The CM/GC shall use the subcontractors identified in its proposal for Preconstruction Phase Services. CM/GC shall obtain Owner approval for changes in subcontractor assignments.
- 3.1.10** The CM/GC shall work with the Owner to perform site investigations: 1) Inspect the site for hazardous materials that require special safety or disposal; provisions; 2) Perform potholing and investigative excavation or drilling to identify and characterize underground features; 3) become familiar with the site and facilities to support design review and development. Deliverables: Draft / Final Investigation reports.
- 3.1.11** The CM/GC shall work with the Owner to perform construction of any potentially required temporary facilities
- 3.1.12** Using 90% sealed and signed drawings, apply for building permits. Monitor and manage the permitting process including trade permits.
- 3.1.13** Coordinate with utilities including Portland General Electric for design and implementation of improvements. Include results in scheduling and cost estimating deliverables.
- 3.2** Construction Phase Services.
- 3.2.1** Upon execution of an Early Work Amendment or GMP Amendment, the CM/GC shall provide Construction Phase Services as provided in the Contract Documents, including without limitation providing and paying for all materials, tools, equipment, labor and professional and non-professional services, and performing all other acts and supplying all other things necessary to fully and properly perform and complete the Work, as required by the Contract Documents, to furnish to Owner a complete, fully functional Project, capable of being legally occupied and fully used for its intended purposes upon completion of the Contract (or, as to an Early Work Amendment, to furnish such Work as is described in the Early Work Amendment). Construction Phase Services shall include CM Services performed during the Construction Phase.
- 3.2.2** Notwithstanding any other references to Construction Phase Services in this Contract, this Contract shall include Preconstruction Phase Services only unless: (i) the parties execute a GMP Amendment, or (ii) the parties execute an Early Work Amendment, defined below. The execution of one or more Early Work Amendments in no way obligates Owner to execute a GMP Amendment.
- 3.2.3** The parties may execute one or more Early Work Amendments identifying specific Construction Phase Services that must be performed in advance of establishment of the GMP, without exceeding a not-to-exceed budget, a not-to-exceed guaranteed maximum price, or a fixed price

("Early Work Price") to be stated in such Amendment, with such Amendment including all necessary City of Wilsonville approvals where required. If the Early Work Price is a not-to-exceed budget, then CM/GC shall be obligated to perform the Early Work only to the extent that the Cost of Work therefor, together with the CM/GC Fee, does not exceed the Early Work Price; however if CM/GC performs Early Work with a cost in excess of the Early Work Price the CM/GC shall pay such excess cost without reimbursement. If one or more Early Work Amendments are executed, the CM/GC shall diligently continue to work toward development of a GMP Amendment acceptable to Owner, which shall incorporate the Early Work Amendments. If Owner thereafter terminates the Contract prior to execution of a GMP Amendment, the provisions of Section J.5 of the City of Wilsonville General Conditions shall apply.

**3.2.4** Prior to commencement of the Construction Phase, and in any event not later than mutual execution of the GMP Amendment, CM/GC shall provide to Owner a full performance bond and a payment security bond as required by Section G of the City of Wilsonville General Conditions in the amount of the GMP. If an Early Work Amendment is executed, CM/GC shall provide such bond in the amount of the Early Work Price under the Early Work Amendment. CM/GC shall provide to Owner additional or replacement bonds at the time of execution of any subsequent Early Work Amendment or GMP Amendment, in each case prior to execution of the Amendment and the supplying of any labor or materials for the prosecution of the Work covered by the Amendment, and in each case in a sufficient amount so that the total bonded sum equals or exceeds the total Early Work Price or the GMP, as the case may be. In the event of a Scope Change that increases the GMP, CM/GC shall provide to Owner an additional or supplemental bond in the amount of such increase prior to performance of the additional Work.

**3.2.5** The CM/GC and all subcontractors shall comply with the applicable provisions of ORS 279C.800 through 279C.870 relative to Prevailing Wage Rates, and as provided in the City of Wilsonville General Conditions, and any other applicable administrative rules. The BOLI Prevailing Wage Rates applicable to this project will be identified at the time the initial set of construction specifications are made available and are incorporated into the first Early Work Amendment, or, if no Early Work Amendment occurs, then at the time of the GMP Amendment. Those rates will then apply throughout the project. However, as required by ORS 279C.836, before commencing work under the CM/GC Contract, the CM/GC shall obtain and file the required public works bond and shall verify that its subcontractors have filed their public works bonds before allowing them to begin work on the project. The Owner shall pay the required fee to the Bureau of Labor and Industries (BOLI), according to the BOLI administrative rules.

**3.2.6** The Owner has selected its system integrator to perform programming of the Plant SCADA system and assist the CM/GC with startup of process units: Carl Serpa with Portland Engineering Inc. (PEI), 503-256-7718, 360-607-9937, cserpa@portlandengineers.com, 2020 SE 7th Ave # 200, Portland, OR 97214. During the Preconstruction Services Phase of the project, the Owner will decide if PEI is contracted directly by the Owner or through the CM/GC.

**3.3** Construction Management (CM) Services. Throughout the Preconstruction Phase and Construction Phase of the Project, the CM/GC shall provide CM Services, generally consisting of coordinating and managing the building process as an independent contractor, in cooperation with the Owner, Engineer, and other designated Project consultants (the "Construction Principals"). CM Services shall include, but are not limited to:

- 3.3.1 Providing all Preconstruction Phase Services described above;
- 3.3.2 Developing and delivering schedules, preparing construction estimates, performing constructability review, analyzing alternative designs, studying labor conditions, coordinating and communicating the activities of the Construction Principals throughout the Construction Phase to all Construction Principals;
- 3.3.3 Continuously monitoring the Project schedule and recommending adjustments to ensure completion of the Project in the most expeditious manner possible; and, Monitoring the schedule of adjacent or contemporaneous projects; other projects are either planned or ongoing in and around the WRWTP. It is the CM/GC's responsibility to plan their work, and the work of any subcontractor such that the ongoing work associated with other adjacent, nearby, or contemporaneous projects do not delay the execution of the work under this contract. Delay is not excused by activities associated with the other adjacent or contemporaneous projects. Other adjacent/contemporaneous projects include, but are not limited to:

**3.3.3(a) Kinsman Road to 5<sup>th</sup> Street extension Project:**  
City Project Manager: Zach Weigel (503) 570-1565

This project will impact the use of Streets in the area of the WRWTP

1. Major Roadways – Wilsonville Road and Kinsman Road (north of Wilsonville Road).
  - Normal Work Hours: Daily, Monday through Friday between 9:00 a.m. and 3:00 p.m.
  - Night Work Hours: Engineer Approval Required
    - Daily, Monday through Friday between 7:00 p.m. and 5:00 a.m.
    - Saturday between 12:00 a.m. and 5:00 a.m.
  - Weekend Hours: Saturday between 9:00 a.m. to 3:00 p.m. (Engineer Approval Required)
2. All Other Roadways
  - Normal Work Hours: Daily, Monday through Friday between 7:00 a.m. and 8:00 p.m.
  - Night Work Hours: Engineer Approval Required
    - Daily, Monday through Friday between 8:00 p.m. and 7:00 a.m.
    - Saturday between 12:00 a.m. and 7:00 a.m.
  - Weekend Hours: Saturday between 9:00 a.m. to 3:00 p.m. (Engineer Approval Required)
3. Road Closure
  - Arrowhead Creek Lane

- At least 3 week closure between June 2022 and August 2022 is allowed. CM/GC must coordinate closure with WWSP.
- Boones Ferry Road (Bailey Street to Fifth Street)
  - Maintain west side pedestrian access, two lanes of vehicular traffic, and access to driveways on both sides of the road at all times.
- OrePac Avenue (Private Road)
  - New driveway will need to be connected to Kinsman prior to the closure of the existing OrePac driveway and Industrial Way.
- Industrial Way (Private Road)
  - CMGC will need to build Kinsman Road not in conflict with Industrial way and detour roads. Once this section of Kinsman and detours are in place to keep access to Wilsonville concrete open, Industrial Way may be permanently closed.

**3.3.3(b) Willamette Water Supply Program Raw Water Facility (WWSP RWF) project:**

WWSP RWF Construction Manager: Rod Warner (503) 880-7197

The WWSP RWF project will require numerous lane closures on arrowhead way and other nearby streets as well as the extension of Arrowhead Way inside the plant site. The WWSP RWF project will also involve ongoing work at the south end of the plant along the riverbank, in the intake pump station, and in the Park area surrounding the clearwell and finished water storage tank. It will be the responsibility of the CM/GC to coordinate schedules with the WWSP RWF project to avoid delays to ether project.

- 3.3.4** Working with the Owner and Engineer to analyze the design, participate in decisions regarding construction materials, methods, systems, phasing, and costs, and suggest modifications to achieve the goals of providing the Owner with the highest quality Project within the budget, GMP and schedule;
- 3.3.5** Providing Value Engineering (VE) services ongoing through the Project. CM/GC shall develop cost proposals, in the form of additions or deductions from the GMP, including detailed documentation to support such adjustments and shall submit such proposals to Owner for its approval. CM/GC shall actively participate in a formal VE study anticipated to be held at the end of the Design Development phase. CM/GC acknowledges that VE services are intended to improve the value received by Owner with respect to cost reduction or life cycle of the Project;
- 3.3.6** Holding and conducting periodic meetings with the Owner and the Architect to coordinate, update and ensure progress of the Work;
- 3.3.7** Submitting monthly written report(s) to the Engineer. Each report shall include, but shall not be limited to, Project updates including (i) actual costs and progress for the reporting period as

compared to the estimate of costs; (ii) explanations of significant variations; (iii) work completed; (iv) work in progress; (v) changes in the work; and (vi) other information as determined to be appropriate by the Owner. Oral or written updates shall be provided to the Owner as deemed appropriate by the CM/GC or as requested by the Owner;

- 3.3.8** Maintaining a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered, safety violations and incidents of personal injury and property damage, and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Engineer on request;
  - 3.3.9** Developing and implementing a system of cost control for the Work acceptable to Owner and Engineer, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The CM/GC shall identify variances between actual and estimated costs and report the variances to the Owner and Engineer at regular intervals;
  - 3.3.10** Cooperating with any and all consultants hired by Owner;
  - 3.3.11** At Owner's request, cooperating and performing warranty and inspection Work for the Project through the expiration date of the applicable warranty period;
  - 3.3.12** Assisting Owner with start-up of the Project. Such start-up may occur in phases due to phased completion of Project components;
  - 3.3.13** Incorporating commissioning and inspection agents' activities into the Project schedule and coordinating Subcontractors required to participate in the commissioning and inspection process;
  - 3.3.14** Performing all other obligations and providing all other services set forth in the Contract Documents; and performing all other acts and supplying all other things necessary to fully and properly perform and complete the Work as required by the Contract.
- 3.4** The Project Description contained within the RFP is incorporated herein.

**ARTICLE 4:**  
**RELATIONSHIP AND ROLES OF THE PARTIES**

- 4.1** Independent Contractor. The CM/GC is an independent contractor and not an officer, employee, or agent of Owner as those terms are used in ORS 30.265.
- 4.2** Performance of Work. The CM/GC covenants with Owner to cooperate with the Engineer and use the CM/GC's professional skill, efforts and judgment in furthering the interests of Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in conformance with the terms and conditions of the Contract Documents and in an expeditious and economical manner consistent with the interests of Owner.
- 4.3** Engineer. Owner has a separate contract with the Engineer related to the Project. Both the CM/GC and the Engineer shall be given direction by Owner. The CM/GC agrees to support Owner's efforts to create a collaborative and cooperative relationship among the CM/GC, Engineer, and other Project consultants.



**4.4** Forms and Procedures. The City may develop or may collaborate with the CM/GC on procedures and forms for the administration and tracking of the Contract. The CM/GC agrees to abide by those procedures and use those forms.

**4.5** CM/GC's Project Staff. The CM/GC's Project staff shall consist of the following personnel:

**4.5.1** Project Manager: Mike Nacrelli shall be the CM/GC's Project Manager. Project Manager will supervise and coordinate all Preconstruction Phase and Construction Phase Services of CM/GC and will participate in all meetings throughout the Project term unless otherwise directed by Owner. CM/GC represents that the Project Manager has the authority to execute Change Orders and Contract Amendments on behalf of CM/GC.

**4.5.2** Job Superintendent: If Construction Phase Services are requested and accepted by Owner, Brent Simmons shall be the CM/GC's on-site job superintendent throughout the Project term.

**4.6** Key Persons. The CM/GC's personnel identified in Article 4.5, and any other personnel identified in Exhibit 5, shall be considered Key Persons and shall not be replaced during the Project without the written permission of Owner, which shall not be unreasonably withheld. If the CM/GC intends to substitute personnel, a request must be given to Owner at least 30 Days (or such shorter period as permitted by Owner) prior to the intended time of substitution. When replacements have been approved by Owner, the CM/GC shall provide a transition period of at least 10 Business Days during which the original and replacement personnel shall be working on the Project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner.

#### **ARTICLE 5:**

#### **DATE OF COMMENCEMENT; SUBSTANTIAL AND FINAL COMPLETION**

**5.1** Notice to Proceed. If Construction Phase Services are added to the Contract as set forth in Article 3.2, then a notice to proceed will be issued by Owner to begin the designated or full Construction Phase Services ("Notice to Proceed"). It is anticipated that the Notice to Proceed will be issued on or about December, 2021. A separate Notice to Proceed shall be issued for any and every Early Work Amendment.

**5.2** Completion of Project. The CM/GC shall achieve Substantial Completion of the entire Work not later than the date set forth in the GMP Amendment and shall achieve Final Completion not later than 30 Days after the earlier of (i) Substantial Completion or (ii) the required date for Substantial Completion.

**5.3** Time is of the Essence. All time limits stated in the Contract Documents are of the essence.

**5.4** Time Extensions. Notwithstanding provisions for Contract time extensions in Section D.2 of the City of Wilsonville General Conditions, Owner and CM/GC agree that timely completion of the Work is essential to the success of the Project, and that approval for time extension shall be granted only as a last resort. CM/GC agrees to make every effort to recover "lost" time. In the case of Schedule delays, CM/GC shall submit "recovery schedules and plans" for review by Engineer and approval by the Owner.

**5.5** Liquidated Damages. The CM/GC acknowledges that the Owner will sustain damages as a result of the CM/GC's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

- 5.5.1** Liquidated Damages shall be as follows: 0-10 days \$500, 11-30 days \$1,000 per Day, 31+ days \$2,500 per Day for each Day that Substantial Completion exceeds the required date of Substantial Completion.
- 5.5.2** The CM/GC agrees to pay to the Owner the liquidated damage sums set forth above for each Day of delay or any fraction thereof and further agrees that Owner may deduct such sums from payments the Owner otherwise owes to CM/GC under the Contract. If such deduction does not result in payment to Owner of the assessed liquidated damages in full, CM/GC shall promptly pay any and all remaining sums due to the Owner upon demand.
- 5.5.3** The parties further agree that the amount of liquidated damages above is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the liquidated damages above, CM/GC shall reimburse the City for all costs incurred by the City for engineering, inspection, and project management services required beyond the time specified for Final Completion. CM/GC shall also reimburse the City for all costs incurred for inspection and project management services required due to punch list items not completed within the time allotted for Final Completion.
- 5.6** Performance Incentives/Risks. No performance incentives or performance risks are part of this Contract.

**ARTICLE 6:**  
**FEES, CONTRACT SUM AND GMP**

**6.1** Fees; Contract Sum; GMP. Owner shall pay CM/GC the Preconstruction Fee described in Article 6.2. In addition, for each Early Work Amendment executed by CM/GC and Owner, Owner shall pay CM/GC, as payment for the Early Work, an amount equal to the sum of the CM/GC Fee applicable to the Early Work, and the actual cost of all Early Work completed and accepted by Owner but not exceeding the Early Work Price.

If a GMP Amendment is executed, Owner shall pay CM/GC, as payment for the Work a “Contract Sum” which shall equal the sum of the Preconstruction Fee, the CM/GC Fee, the actual cost of the Work including any Early Work, but not exceeding the GMP.

The GMP shall be determined in accordance with the formula set forth below and as described in Article 6.3. The "Cost of the Work" is defined in Article 8. Costs in excess of the GMP shall be paid by the CM/GC without reimbursement by Owner. Changes to the GMP shall only be authorized by Amendment or Change Order that includes any necessary Owner or City legal counsel approvals.

<b>Preconstruction Fee</b>	+	<b>CM/GC Fee</b>	+	<b>Estimated Cost of the Work (Est. COW)</b>	=	<b>GMP*</b>
Cost Reimbursement		_____ % of Est. COW		Includes CM/GC's Contingency and Fixed Cost		
\$ _____ Maximum		Becomes Lump Sum		for GC Work		

\*Formula assumes no Early Work is performed.

**6.2** Preconstruction Fee. The Preconstruction Fee shall be payable to CM/GC on a cost reimbursement basis up to a maximum sum of \$198,328, which shall cover constructability review, value engineering, cost estimating, development of GMP, and all other Preconstruction Phase Services, as described in

Article 3. If CM/GC's costs for provision of Preconstruction Phase Services exceed the maximum Preconstruction Fee, CM/GC shall pay such additional cost without reimbursement. CM/GC shall not be entitled to any CM/GC Fee upon the Preconstruction Fee. Owner shall pay the Preconstruction Fee on a cost-reimbursement basis with each application for payment during the Preconstruction Phase. If the total actual Preconstruction Fee is less than the maximum Preconstruction Fee used for initial calculation of the GMP as provided above, the GMP shall be reduced by the difference; provided that Owner may direct instead that any applied portion of the maximum Preconstruction Fee be applied to Construction Phase Services, in which case the GMP shall not be reduced by the portion so applied. Except to the extent the parties may expressly agree to the contrary in the GMP Amendment, no Preconstruction Fee or other fee, compensation or reimbursement shall be payable to CM/GC with respect to Preconstruction Services performed after execution of the GMP Amendment.

### **6.3 Establishment of CM/GC Fee; Adjustments to CM/GC Fee.**

**6.3.1** The "CM/GC Fee" shall be a fixed dollar lump sum to be agreed upon by the parties and identified in the GMP Amendment and shall be calculated as 8% of the Estimated Cost of the Work at the time of establishment of the GMP. In making such calculation, the Estimated Cost of the Work shall exclude the Preconstruction Fee, the CM/GC Fee itself, and any other cost of charge that this CM/GC Contract states is not to be included in calculating the CM/GC Fee, but shall include Allowances, selected alternates, Maximum not-to-exceed Costs for GC Work and reasonable CM/GC contingencies as designated in the GMP Supporting Documents. The CM/GC Fee is inclusive of profit, overhead, and all other indirect or non-reimbursable costs. Owner shall pay the CM/GC Fee ratably with each application for payment during the Construction Phase. In the case of Early Work, the CM/GC Fee shall be the above percentage multiplied by the actual Cost of the Early Work, until such time as a GMP Amendment is executed, at which time such CM/GC Fee payments shall be credited against the CM/GC Fee fixed in the GMP Amendment.

**6.3.2** Notwithstanding any provision of Section D.1.3 of the City of Wilsonville General Conditions to the contrary, and unless the parties agree in writing to the contrary, any Amendment or Change Order that increases or decreases the GMP shall adjust the CM/GC Fee then in effect by adjusting the CM/GC Fee in a fixed dollar amount to be agreed to by the parties and reflected in such approved Amendment or Change Order. In addition, if the Contract is terminated for any reason prior to full completion of the Work (including, without limitation, termination during or following performance of Early Work), the CM/GC Fee shall be limited to the total CM/GC Fee multiplied by the percentage of Work completed and accepted at the time of termination. The percentage of the Work completed shall be determined in the manner set forth in Article 12.3 below. The CM/GC Fee shall not be subject to adjustment for any other reason, including, without limitation, schedule extensions or adjustments, Project delays, unanticipated costs, or unforeseen conditions.

### **6.4 Determination of GMP.**

**6.4.1** CM/GC shall deliver to Engineer and Owner a proposed GMP and GMP Supporting Documents at a time designated by Owner during the Preconstruction Phase. If any actual subcontract Offers are available at the time the GMP is being established, CM/GC shall use those subcontract Offers in establishing the GMP.

**6.4.2** As the Plans and Specifications may not be developed to the stage of biddable design documents at the time the GMP proposal is prepared, the CM/GC shall provide in the GMP for further development of the Plans and Specifications by the Engineer that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order or Amendment with a corresponding GMP adjustment.

**6.4.3** The CM/GC shall include with its GMP proposal a written statement of its basis (the "GMP Supporting Documents"), which shall include:

1. A list of the Plans and Specifications, including all addenda and the conditions of the Contract, which were used in preparation of the GMP proposal.
2. A list of allowances and a statement of their basis.
3. A list of the clarifications, exclusions and assumptions made by the CM/GC in the preparation of the GMP proposal to supplement the information contained in the Plans and Specifications.
4. The proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the associated fees that comprise the GMP.
5. A detailed Critical Path Diagram Schedule illustrating the sequence of construction and duration of work activities included in the GMP
6. The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

**6.4.4** The CM/GC shall meet with the Owner and Engineer to review the GMP proposal and the written statement of its basis. If the Owner or Engineer discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the CM/GC, who shall make appropriate adjustments to the GMP proposal, its basis or both.

**6.4.5** Prior to the Owner's acceptance of the CM/GC's GMP proposal and issuance of a Notice to Proceed, the CM/GC shall not incur any cost to be reimbursed as part of the Cost of the Work, except as specifically provided in an Early Work Amendment.

**6.4.6** The Owner shall authorize the Engineer to revise the Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Amendment. Such revised Plans and Specifications shall be furnished to the CM/GC in accordance with schedules agreed to by the Owner, Engineer and CM/GC. The CM/GC shall promptly notify the Engineer and Owner if such revised Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

- 6.4.7** The Estimated Cost of the Work shall include the CM/GC's contingency, a sum established by the CM/GC for the CM/GC's exclusive use to cover additional development of Plans and Specifications and unforeseen costs which are not the basis for a Change Order and which are approved for use in advance by the Owner. The CM/GC shall support any GMP contingency with a priced risk register including probability of occurrence and magnitude if impact for each risk line item that can be agreed to by the parties.
- 6.4.8** The CM/GC shall work with the Engineer and Owner to identify and confirm components and systems not specifically shown but required for a complete, fully functional Project. Owner will direct the Engineer to complete the final Construction Documents in accordance with the Project scope agreed upon by all parties at the time the GMP is established.
- 6.4.9** Notwithstanding the level of detail represented in the GMP Supporting Documents, the CM/GC shall represent and warrant, at the time that it submits the GMP that the GMP includes the entire cost of all components and systems required for a complete, fully functional Project.
- 6.5** In developing the GMP, the CM/GC shall include and identify such contingencies within the GMP as may be necessary to pay for unforeseen elements that are required for a complete, fully functional Project. If the CM/GC does not furnish a GMP acceptable to Owner within Owner's Target GMP Range, or if Owner determines at any time in its sole discretion that the parties may fail to reach a timely agreement on a GMP acceptable to Owner, Owner may terminate this Contract without liability, and the CM/GC shall not receive additional compensation beyond the Preconstruction Fee under this Contract and sums due under any Early Work Amendment. Termination under this provision shall proceed under Section J.5 of the City of Wilsonville's General Conditions as a termination for Owner's convenience. CM/GC further agrees that Owner shall not be liable for any damages at all, whether actual, consequential or otherwise for termination of the Contract under this provision, or otherwise.
- 6.6** Acceptance of GMP. Upon acceptance of the GMP by Owner, the parties shall execute a GMP Amendment.
- 6.7** Owner Savings. If the sum of the Preconstruction Fee, plus the CM/GC Fee, plus the actual and final Cost of the Work (the Contract Sum as defined in Article 6.1), is less than the GMP, the savings shall accrue to the Owner.
- 6.8** Allowance Work.
- 6.8.1** CM/GC shall not perform any Allowance Work without prior execution by Owner of a Change Order approving the Specifications for the Allowance Work and the price thereof.
- 6.8.2** Owner shall be entitled to apply any Allowance line items that have not been fully expended to other line item Allowances that have been fully expended, without any resulting increase in the GMP.
- 6.8.3** If the total Cost of the Allowance Work exceeds the total Allowances within the GMP, CM/GC shall not perform any Allowance Work in excess of such amount until either (i) the parties agree that the additional Allowance work will be performed within the then-current GMP or (ii) a GMP Amendment is executed to increase the GMP by the excess cost of the Allowance work.

**6.8.4** The Contract Sum shall not include any Allowance items not identified in the GMP Amendment or the GMP Supporting Documents until such allowance item is reduced to a fixed price by Change Order or Amendment.

**6.8.5** If at the Final Completion of the Project, any portion of the Allowance funds remains unexpended, the GMP shall be reduced by a corresponding amount via a Change Order or Amendment.

**6.9** Reallocating Projected Cost Underruns after Bid (Offer) Buyout. As soon as possible after the awarding of the Work to the primary Subcontractors, CM/GC shall review projected costs and provide the Engineer and Owner with a buy-out status report showing any projected cost underruns, reconciling accepted Offers and other reasonably anticipated costs, to the cost estimate used by CM/GC to establish the GMP. CM/GC shall include with its report any underlying documentation requested by Owner used to develop or support such report. CM/GC shall also consider the reduced risk associated with known subcontracting costs, and the impact that reduced risk has on the amount of the CM/GC's Contingency. The parties shall negotiate in good faith to execute a Change Order transferring an appropriate portion of any projected cost underruns to an Owner-controlled contingency fund to be held within the GMP to pay for additional costs arising from:

**6.9.1** Any Owner-directed or approved change to the Work,

**6.9.2** Schedule changes that would otherwise entitle CM/GC to an increase in the GMP,

**6.9.3** Allowance items after exhaustion of all Allowances,

**6.9.4** Selection by Owner of more expensive alternates than those used for calculation of the GMP,

**6.9.5** Owner selection of substitutions that increase the Cost of the Work, or

**6.9.6** Any other costs which otherwise would entitle CM/GC to an increase in the GMP.

Any transfer of projected cost underruns from CM/GC's contingency to the Owner-controlled contingency fund will not affect CM/GC's obligation to furnish Owner with a complete, fully functional Project within the GMP without use of the funds transferred to the Owner-controlled contingency fund unless such funds are released by Owner for the purposes set forth in 6.9.1 through 6.9.6. Any transfer of funds to the Owner-controlled contingency funds will not reduce the CM/GC Fee, and any release and use of Owner-controlled contingency funds for the purposes set forth in 6.9.1 through 6.9.6 shall not increase the CM/GC Fee.

## **ARTICLE 7:** **CHANGES IN THE WORK**

**7.1** Price Adjustments. Adjustments to the Estimated Cost of the Work required by changes in the Work shall be determined by any of the methods listed in Section D of the City of Wilsonville General Conditions, except that, unless the adjustment is based upon fixed pricing or unit pricing:

- 7.1.1** The overhead and profit markup for the CM/GC shall be limited to the CM/GC Fee adjustment, if any, permitted under Article 6.3.2 of this Contract;
- 7.1.2** The increase or decrease in the Estimated Cost of the Work, other than for subcontract work, shall be calculated pursuant to Articles 8 and 9 of this Contract, instead of being based on CM/GC's Direct Costs as defined in the City of Wilsonville General Conditions; and
- 7.1.3** In calculating adjustments to subcontracts, unless the parties agree otherwise, the change shall be limited to the Subcontractor's Direct Costs plus the supplemental mark-up provided in Section D of the City of Wilsonville General Conditions and shall not be modified by Articles 8 and 9 of this Contract.
- 7.2** Adjustments to GMP. Adjustments to the GMP after execution of the GMP Amendment may be made only 1) in the event of Scope Changes or 2) as otherwise expressly provided in this Contract, and then only in accordance with the following procedure:

  - 7.2.1** CM/GC shall review subsequent iterations of the Plans and Specifications as they are prepared to determine whether, in the opinion of CM/GC, they result in a Scope Change so that it can be determined if an adjustment to the GMP is warranted.
  - 7.2.2** Changes to the GMP shall be initiated by written notice by one party to the other ("GMP Change Request"). CM/GC shall deliver any such GMP Change Request to Engineer promptly after becoming aware of any Scope Change if, in CM/GC's opinion, it constitutes grounds for adjustment of the GMP. Any GMP Change Request shall include a proposal as to the appropriate GMP adjustment with respect to the Scope Change at issue.
  - 7.2.3** CM/GC shall submit its GMP Change Requests as soon as possible, and CM/GC shall not be entitled to claim a GMP increase unless CM/GC submitted a GMP Change Request to Engineer within the earlier of (a) 30 Days after CM/GC has received the information constituting the basis for the claim, or (b) as to Work not yet bid or proposed, prior to submission of solicitations for such Work and as to Work already solicited, prior to commencement of the portion of the Work for which CM/GC intends to claim a Scope Change; and (c) in any event, prior to CM/GC's signing of a Change Order for the Scope Change.
  - 7.2.4** Owner may, at any time, submit a GMP Change Request requesting a reduction of the GMP, which shall include Owner's basis for such request, which may include, for example, reduction of the CM/GC's Contingency after further development of the Plans and Specifications that form the basis for the original GMP Amendment, and/or unused Allowances.
  - 7.2.5** CM/GC shall work with Engineer to reconcile all differences in its GMP Change Request with Engineer within seven Days from the date of submission of the GMP Change Request. "Reconciled" means that the CM/GC and Engineer have verified that their assumptions about the various categories are the same and identified the reason for differences in the GMP Change Request and the Engineer's position. CM/GC shall submit the Reconciled GMP Change Request to Owner, which submission shall be a condition to any CM/GC claim for a GMP increase.
  - 7.2.6** If the Reconciled GMP Change Request is not acceptable to Owner, CM/GC agrees to work with the Owner and the Engineer to provide a GMP Change Request that is acceptable to Owner.

- 7.2.7** CM/GC agrees to make all records, calculations, drawings and similar items relating to GMP Change Request available to Owner and to allow Engineer and Owner access and opportunity to view such documents at CM/GC's offices. Upon Owner's reasonable notice, CM/GC shall deliver two copies of such documents to Owner and Engineer at any regular meeting or at the Site.
- 7.2.8** GMP increases, if any, shall not exceed the increased Cost of the Work arising from the Scope Change (whether based on agreed fixed pricing, or the estimated Cost of the Work increase based on cost-reimbursable pricing), reconciled in accordance with the above provisions, as arising from the incident justifying the GMP increase, plus or minus the CM/GC Fee applicable to such change in the Cost of the Work.
- 7.2.9** Except as provided in this Article 7.2, adjustments to the GMP shall be reconciled in accordance with Section D of the City of Wilsonville General Conditions.
- 7.3** Execution by Owner. Engineer does not have authority to execute Change Orders or Amendments on behalf of Owner; only duly authorized employees of Owner may do so.

**ARTICLE 8:**  
**COST OF THE WORK**  
**(To Be Reimbursed)**

- 8.1** Cost of the Work. The term "Cost of the Work" shall mean the following costs. The Cost of the Work shall include only those items necessarily and reasonably incurred by CM/GC in the proper performance of the Work and specifically identified in this Article 8, and only to the extent that they are directly related to the Project.
- 8.2** Labor Costs.
- 8.2.1** Wages of construction workers directly employed by the CM/GC to perform the construction of the Work at the site.
- 8.2.2** Wages and salaries of the CM/GC's supervisory and administrative personnel (i) stationed at the site, or (ii) engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work with Owner, or otherwise engaged and off the site when specifically related to the Project, in each case under this clause (iii) only with Owner's prior written approval, and only for that portion of their time directly required for the Work.
- 8.2.3** Fringe benefit costs paid or incurred by the CM/GC for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining contracts and, for personnel not covered by such contracts, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Articles 8.2.1 through 8.2.2.
- 8.3** Subcontract Costs.



**8.3.1** CM/GC's actual payment to Subcontractors pursuant to CM/GC's contract with such Subcontractor for the Work on the Project. No amount paid by or payable to any such Subcontractor other than the fixed or cost reimbursement price of its subcontract shall be included in the Cost of the Work, unless otherwise approved in writing by Owner.

**8.4** Costs of Materials and Equipment Incorporated in the Work or Stored Onsite.

**8.4.1** Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed Work.

**8.4.2** Costs of materials in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be delivered to Owner at the completion of the Work or, at Owner's option, shall be sold by the CM/GC. Any sale shall be commercially reasonable, and CM/GC shall provide accounting for such a sale within 15 Days of the transaction. Net amounts realized, if any, from such sales shall be credited to Owner as a deduction from the Cost of the Work.

**8.5** Costs of Miscellaneous Equipment and Other Items; Equipment Rental Charges.

**8.5.1** Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the CM/GC at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the CM/GC; provided that Owner at Owner's option may require that CM/GC deliver to Owner (at no charge) at the end of the Project any of such items procured for this Project. Cost for items previously used by the CM/GC shall mean fair market value. CM/GC shall charge no additional administrative or other mark-up for purchased items. The CM/GC shall document all small tools purchased for the Project via invoices in monthly billing and shall document the disposition of small tools which have an individual price that exceeds \$400. A copy of such disposition log shall accompany the payment application whenever these items are included in the application.

**8.5.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the CM/GC at the site, whether rented from the CM/GC or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be according to industry standards, shall not exceed 80% of the rental rates published from time to time by the American Association of Equipment dealers in effect at the time of rental, shall not exceed acquisition costs, and for individual items exceeding \$10,000, will be subject to Owner's prior approval. CM/GC shall deliver to Owner a list of published rates from time to time at Owner's request. For all items rented or leased, the CM/GC shall charge Owner only the rental charge incurred by CM/GC with no additional administrative or other mark-up. CM/GC shall make efforts and use its best skills and judgment to procure equipment in the most expeditious and economical manner consistent with the interest of the Owner. Efforts shall include, but not be limited to, providing Owner with a rent/buy analysis so that Owner may elect for CM/GC to procure the item in lieu of rental if the facility at issue is expected to be rented for six months or longer. Such rent/buy analysis shall include, where available, a leasing rate commensurate with

the expected term of rental of the facility at issue. Inclusions to and exclusions from rental rates will be made in accordance with American Association of Equipment Dealer standards.

- 8.5.3** Cost of pickup trucks, SUVs or automobiles assigned to or used by non-craft salaried key personnel shall not be a reimbursable cost of the work.
- 8.5.4** Costs of removal of debris from the site.
- 8.5.5** Cost of mobile phone service and reasonable petty cash expenses of the site office, which are solely for the benefit of the Work.
- 8.5.6** That portion of the travel and subsistence expenses of the CM/GC's personnel determined by Owner to be reasonable and necessary, at Owner approved rates, incurred while traveling in discharge of duties connected with the Work. Main office staff travel shall not be reimbursed unless approved in advance by Owner. These travel costs shall be reimbursed only to the extent allowed under City of Wilsonville travel reimbursement guidelines (“Wilsonville Travel Rules”) applicable to Owner and only at approved City travel rates. CM/GC personnel who are scheduled to work at the Project site for less than six months may receive a subsistence per diem approved by the Owner in accordance with Wilsonville Travel Rules if their place of residence is greater than 75 miles from the Project site; provided no such personnel shall be entitled to such per diem reimbursement beyond such six-month period.
- 8.5.7** Cost of materials, furniture, fixtures, office equipment, temporary structures and other materials included in the CM/GC’s temporary facilities shall be presented to the Owner for approval in advance of purchase, which will not be unreasonable withheld
- 8.6** Other Costs.
  - 8.6.1** That portion of premiums for insurance directly attributable to this Contract, including the deductible for builders all/risk insurance, payment, performance and public works bond premiums as required by Section G of the City of Wilsonville General Conditions (but excluding premiums for Subcontractor bonds unless authorized by Owner and further excluding premiums for comprehensive/commercial general liability, automobile and workers’ compensation coverage which the Owner does not consider Project specific).
  - 8.6.2** Sales, gross receipts, or use or similar excise taxes imposed by a governmental authority which are directly related to the Work and for which the CM/GC is liable. This includes but is not limited to Oregon’s recently enacted “Corporate Activities Tax.”
  - 8.6.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the CM/GC is required by the Contract Documents to pay.
  - 8.6.4** CM/GC deposits lost when the loss is caused by Owner’s fault or negligence.
  - 8.6.5** Costs of drawings, Specifications and other documents required to complete the Work, except as provided by Owner or Design Consultant.

**8.6.6** Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by Owner.

**8.7** Cost to Prevent Damage or Injury in Emergencies. The Cost of the Work shall include costs incurred by the CM/GC in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

**8.8** Cost For General Conditions Work. CM/GC shall be paid on a maximum not-to-exceed price basis as payment for the GC Work, including all labor, materials, and direct and indirect costs thereof. The maximum not-to-exceed amount for GC Work shall be established in each Early Work Amendment or the GMP Amendment, as applicable. To the extent any GC Work is otherwise described above in this Article 8, CM/GC's compensation for the same is included in the Cost for GC Work and shall not otherwise be charged as Cost of the Work. The Cost for GC Work, less 5% retainage, shall be paid monthly on a reimbursable basis over the number of months of the scheduled Construction Phase, including any period of Early Work, commencing with the first progress billing after commencement of the scheduled Construction Phase or Early Work period. However, no adjustment in the maximum amount payable for General Conditions Work will be made if the actual construction period or Early Work period is shorter or longer than the number of months scheduled for the Construction Phase or Early Work period, unless such period is extended because of an Owner-requested delay. CM/GC shall submit for Owner approval, a detailed estimate of their General conditions costs as part of the CM/GC's GMP Proposal.

**ARTICLE 9:**  
**COSTS EXCLUDED FROM COST OF WORK**  
**(Not Reimbursed)**

The following shall not be included in the Cost of the Work:

**9.1** Salaries and other compensation of the CM/GC's personnel stationed at the CM/GC's principal office or offices other than the site office except as allowed under Articles 8.2.2 and 8.2.3.

**9.2** Expenses of the CM/GC's principal office and offices other than the site office.

**9.3** Any overhead and general expenses, except as may be expressly included in Article 8. This includes, but is not limited to, any employee bonus or incentive pay, salary adders or multipliers from employee bonus or incentive pay, living relocation costs or allowances, away from home pay (including away from home salary adders or multipliers), and auto allowance pay (including auto allowance salary adders or multipliers).

**9.4** CM/GC's capital expenses, including interest on the CM/GC's capital employed for the Work.

**9.5** Rental cost of machinery and equipment, except as provided in Article 8.5.2.

**9.6** Any cost associated with the Project not specifically and expressly described in Article 8.

**9.7** Costs due to the fault or negligence of the CM/GC, Subcontractors, suppliers, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable.

**9.8** The cost of correction of any repair work, nonconforming or defective work, or warranty work.

- 9.9 Merit, safety, or other incentive payments, bonuses or awards, or any expenses in connection therewith.
- 9.10 Fines and penalties.
- 9.11 Except for Early Work, the cost of Preconstruction Phase Services.
- 9.12 Any costs associated with travel expenses within a 60 mile radius of the Project.
- 9.13 The Cost of the Work for GC Work in excess of the maximum not-to-exceed cost established for GC Work.
- 9.14 Any costs in excess of the GMP.

**ARTICLE 10:**  
**DISCOUNTS, REBATES AND REFUNDS**

- 10.1 Discounts, Rebates and Refunds. Cash discounts obtained on payments made by the CM/GC shall accrue to Owner. Trade discounts, rebates, refunds and net amounts received from sales of surplus materials and equipment shall accrue to Owner, and the CM/GC shall make provisions so that they can be secured.
- 10.2 Amounts Credited to Owner. Amounts which accrue to Owner in accordance with the provisions of Article 9.1 shall be credited to Owner as a deduction from the Cost of the Work.

**ARTICLE 11:**  
**SUBCONTRACTS AND OTHER CONTRACTS**

- 11.1 General Subcontracting Requirements.
  - 11.1.1 Other than Work performed pursuant to Articles 11.5 or 11.6 of this Contract, CM/GC shall subcontract the Work to Subcontractors other than the CM/GC and its Affiliates.
- 11.2 CM/GC's Obligations under Subcontracts.
  - 11.2.1 No use of a Subcontractor or supplier shall relieve the CM/GC of any of its obligations or liabilities under the Contract. Except as may expressly otherwise be provided in this Contract, the CM/GC shall be fully responsible and liable for the acts or omissions of all Subcontractors and suppliers including persons directly or indirectly employed by them. The CM/GC shall have sole responsibility for managing and coordinating the operations of its Subcontractors and suppliers, including the settlement of disputes with or between the CM/GC and any such Subcontractor or supplier.
  - 11.2.2 The CM/GC shall include in each subcontract and require each Subcontractor to include in any lower tier subcontract, any provisions necessary to make all the provisions of the Contract Documents, including the City of Wilsonville General Conditions, fully effective as applied to Subcontractors. CM/GC shall indemnify Owner for any additional cost based on a subcontractor claim which results from the failure of CM/GC to incorporate the provisions of this Contract in

each subcontract. The CM/GC shall provide all necessary Plans, Specifications, and instructions to its suppliers and Subcontractors to enable them to properly perform their work.

**11.2.3** Retainage from Subcontractors. Except with the Owner's prior approval, payments to Subcontractors shall be subject to retainage of no more than 5%. The Owner and the CM/GC shall agree upon a mutually acceptable procedure for review and approval of payments and retainage for Subcontractors.

### **11.3** Subcontractor Selection.

**11.3.1** Unless otherwise provided under this Article 11, the selection of all Subcontractors and suppliers shall be made by competitive Offers in a manner that will not encourage favoritism or substantially diminish competition. While not subject to the competitive procurement requirements of ORS Chapter 279, 279A, 279B or 279C, the process shall conform to the following procedures, in general compliance with the open and competitive nature of public procurement, considering industry subcontracting practices.

**11.3.2** The CM/GC shall submit to Engineer its proposed procurement documents for review and comment before they are issued for solicitation. The CM/GC shall consider and respond to all Owner comments regarding any proposed Offer packages. As Offers are received, the CM/GC shall submit to the Engineer an Offer comparison in a mutually agreeable form together with any specific back-up requested by Owner or Engineer. The competitive process used to award subcontracts by the CM/GC may be monitored by the Engineer; provided that such monitoring shall not excuse CM/GC from compliance with the subcontracting requirements of this Contract. CM/GC shall cooperate in all respects with Owner's monitoring. Engineer shall be advised in advance of and be given the opportunity to be present at Offer openings, and CM/GC shall provide him or her with a summary or abstract of all Offers in form acceptable to the Engineer, and copies of particular Offers if requested, prior to the CM/GC's selection of Offerors. Prior to opening Offers, the CM/GC agrees to disclose in writing to Owner any financial interest it has in any such Subcontractor, supplier or other contracting party whenever such Subcontractor, supplier or contracting party intends to compete on any Project work, directly or indirectly, including whether such party is an Affiliate of the CM/GC.

**11.3.3** The following minimum requirements apply to the Subcontract solicitation process:

1. Solicitations will be advertised at least 10 Days prior to opening in the *Daily Journal of Commerce* and at least one other newspaper. CM/GC also agrees to advertise in a local community newspaper in the Wilsonville area to allow for local participation in the solicitation process. The CM/GC shall submit its proposed list of bidders for each scope of work to the Owner prior to solicitation for bids in order to allow the Owner to add qualified local bidders to the CM/GC's bid list.
2. Unless specific other prior arrangement has been made with Owner, all Offers will be written, and submitted to a specific location at a specific time. The CM/GC shall time-stamp all Offers as received. Subcontractors must be qualified to perform the Work for this Project by being appropriately registered with the State of Oregon Construction Contractors Board.

3. If fewer than three (3) Offers are submitted in response to any solicitation (inclusive of any Offer submitted by the CM/GC), prior written approval by Owner shall be required to accept the Offer.
4. The CM/GC may develop and implement a prequalification process for particular solicitations; followed by selection of successful Offers among those Offerors that the CM/GC determines meet the prequalification standards, with Owner's prior written approval of such prequalification process.
5. The CM/GC shall comply, and require Subcontractor compliance with, State of Oregon Bureau of Labor & Industries prevailing wage rates as specified in the RFP. The wage rates that apply to this Project are described in the Supplemental Conditions.
6. Owner may at its sole discretion, require CM/GC to re-solicit for Offers based on the same or modified documents.
7. The CM/GC shall review all Offers and shall work with Offerors to clarify Offers, reduce exclusions, verify scope and quantities, and seek to minimize work subsequently awarded via the Change Order process.
8. The CM/GC will document any and all discussions, questions and answers, modifications and responses to from any Offeror and ensure that the same are distributed to all Offerors, and Owner shall be entitled to inspect such documentation on request.
9. The CM/GC shall determine the lowest Offer for each solicitation that meets CM/GC's reasonable performance standards for the components of the Work at issue; provided that if CM/GC determines it is unable to execute a suitable subcontract with such Offeror, CM/GC may, with Owner's prior approval, execute a subcontract with the second-lowest.

**11.3.4** Under special circumstances and only with prior written authorization by Owner, Work may be subcontracted on other than a low-price basis, including without limitation, through competitive negotiation. As a condition to its authorization, Owner may require CM/GC's agreement to establish and implement qualification and performance criteria for Offerors, including a scoring system within requests for proposals. Examples include: where there are single fabricators of materials; special packaging requirements for Subcontractor work; design-build work or, where an alternative contracting method can be demonstrated to clearly benefit Owner.

**11.3.5** The CM/GC shall notify Owner in writing in advance before award of any proposed Subcontract, which notice shall include summaries in a form acceptable to Owner of all Offers received for the Subcontract at issue. Owner reserves the right to disapprove any proposed Subcontractors, suppliers and Subcontract or supply contract awards, based on legal standards of responsibility. Owner shall not unreasonably disapprove any proposed Subcontractor or supplier and increased costs due to Owner's disapproval shall be cause for an increase in the GMP.

**11.3.6** The CM/GC's subcontracting records shall not be considered public records; provided, however, that Owner and agencies of the State shall retain the right to audit and monitor the subcontracting process in order to protect the Owner's interests.

**11.4** CM/GC Field Work.

**11.4.1** The CM/GC or its Affiliate may provide CM/GC Field Work required to complete the Project with its own forces, without the necessity of subcontracting such work.

**11.4.2** Except as provided in Article 11.4.1, any other portion of the Work proposed to be performed by CM/GC or any Affiliate, including without limitation provision of any materials, equipment, or supplies, shall be subject to the provisions of Article 11.5 relating to subcontracting.

**11.5** Subcontracting by CM/GC.

**11.5.1** Except to the extent otherwise approved in advance in writing by Engineer, the CM/GC or its Affiliates may submit an Offer in accordance with Article 10.3 to do Work with its own forces, provided at least 50% of the labor by such work unit is performed by employees of the CM/GC or such Affiliate. If CM/GC is selected to perform the work, the overhead and markup paid to CM/GC shall be limited to the markups applicable to Change Order Work set forth in the City of Wilsonville General Conditions. The CM/GC shall not be entitled to any CM/GC Fee for the self-performed work.

**11.5.2** For those items for which the CM/GC or any of its subsidiaries intends to submit an Offer, such intent must be publicly announced with the solicitation for Offers required by Article 11.3.3.1, and Owner notified in writing. All Offers for this work shall be delivered to Owner and publicly opened by Owner at an announced time, date, and place.

**11.6** Protests. CM/GC, acting as an independent contractor, shall include in the competitive process to award all subcontracts, a protest process for Subcontractors and suppliers that are competing Offerors, which process shall be subject to approval and oversight by Owner. CM/GC shall be solely responsible for resolving the procurement protests of Subcontractors and suppliers. CM/GC shall indemnify, defend, protect and hold harmless Owner from and against any such procurement protests and resulting claims or litigation. CM/GC shall act as an independent contractor, and not an agent of Owner, in connection with any procurement protest. The provisions of this Article 11 are solely for the benefit of Owner, and do not grant any rights or remedies (including third party beneficiary rights) to any Offer or other protester, in connection with any procurement protest or claim.

**11.7** Unsuccessful Subcontractor Briefing. Pursuant to ORS 279C.337(3)(e), CM/GC must allow Subcontractors not awarded a Subcontract an opportunity to request a briefing with CM/GC to discuss why GM/GC did not accept their Offer. Except as the City may otherwise approve in writing, an unsuccessful Subcontractor may request a briefing no later than sixty (60) days of the date of award of the Subcontract. Such a request must be in writing. If CM/GC receives a timely written request for a briefing, it must hold the briefing within forty-five (45) days of the date of request. CM/GC must provide City notice of any timely request and the date scheduled for the briefing. Any briefing may be held telephonically or virtually instead of in person.

**ARTICLE 12:**  
**ACCOUNTING RECORDS**

**12.1** Accounting; Audit Access. The CM/GC shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to Owner, but at the very least, such record keeping must at all times be in accordance with industry standards. Owner and Engineer, including Owner's accountants and auditors, shall be afforded reasonable and regular access to the CM/GC's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Contract, and the CM/GC shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

**12.2** Periodic and Final Audits. Owner may, at its discretion, perform periodic audits of the Cost of the Work and any other reimbursable costs associated with the Project. Owner intends to conduct a final audit of reimbursable costs prior to the Contract closeout. The CM/GC shall cooperate fully with Owner in the performance of such audits. Disputes over audit findings or conclusions shall be subject to the process set forth in Article 14.4.

**ARTICLE 13:**  
**PROGRESS PAYMENTS**

**13.1** Integration with City of Wilsonville General Conditions. The requirements of this Article 12 and Article 13 are in addition to, and not in lieu of, the requirements of Section E of the City of Wilsonville General Conditions. In the event of conflict between the provisions of Articles 13 and 14 and Section E, the provision more favorable to Owner, in the Owner's sole discretion, shall control. Without limitation, the provisions of Articles 13.3 and 13.4 shall control over the corresponding provisions of Section E.2.5 of the City of Wilsonville General Conditions.

**13.2** Progress Payments. Based upon applications for payment submitted pursuant to Section E of the City of Wilsonville General Conditions, Owner shall make progress payments on account of the Preconstruction Fee, Cost of the Work, and associated CM/GC Fee, less 5% retainage, to the CM/GC as provided below and elsewhere in the Contract Documents. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects in the Work.

**13.3** Percentage of Completion. Applications for payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the application for payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the CM/GC on account of that portion of the Work for which the CM/GC has made or intends to make actual payment prior to the next application for payment by (b) the share of the GMP allocated to that portion of the Work in the Schedule of Values.

**13.4** Calculation of Payment. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**13.4.1** Preconstruction Phase:



1. The Preconstruction Fee will be billed on a cost reimbursement basis submitted monthly. Provide backup for each payment application that includes breakdown of labor hours, materials, etc. to justify reimbursement being requested.
2. These billings will not be subject to retainage described in the General Conditions.
3. If upon execution of an Early Work Amendment, the Preconstruction Services are not complete, the Contractor is to submit separate payment applications for pre-Construction Phase Services and Construction Phase Services.
4. The Preconstruction Fee for Preconstruction Phase Services shall not be included in the Construction Phase invoicing until the final application for payment. Include within the final application, a single line item for the final cost reimbursed value determined at the end of the Preconstruction Phase. In no event may the Preconstruction Fee and the cost of Construction Phase Services and all other costs and fees authorized under the Contract exceed the GMP.

**13.4.2 Construction Phase:**

1. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work under the Schedule of Values by the share of the GMP allocated to that portion of the Work in the Schedule of Values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included;
2. Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored and otherwise in compliance with Section E.2.3 of the General Conditions;
3. With respect to Change Order Work, add General Condition Section D markups as allowed by 7.1.1 of this CM/GC Contract.;
4. Add the CM/GC's Fee. The portion of the CM/GC's Fee payable shall be an amount that bears the same ratio to CM/GC Fee as sum of the amounts in the two preceding Clauses bears to the estimated probable Cost of the Work described in Article 6.1, but in no event causing total CM/GC Fee payments to exceed the total CM/GC Fee;
5. Subtract the aggregate of previous payments made by and retained by the Owner;
6. Subtract the shortfall, if any, indicated by the documentation required to substantiate prior applications for payment, or resulting from errors subsequently discovered by the Owner in such documentation;
7. Subtract any amounts for which the Owner has withheld or nullified payment as provided in the Contract Documents; and
8. Subtract 5% retainage on the entire progress payment.

**ARTICLE 14:**  
**FINAL PAYMENT**

**14.1** Final Payment Accounting. CM/GC shall submit to Owner a final detailed accounting of the Cost of the Work together with CM/GC's final application for payment.

**14.2** Calculation of Final Payment. The amount of the final payment shall be calculated as follows:

**14.2.1** Take the sum of the CM/GC Fee, plus the Preconstruction Fee, plus the actual Cost of the Work substantiated by the CM/GC's final accounting. Said sum shall not exceed the GMP.

**14.2.2** Subtract amounts, if any, for which the Owner, withholds, in whole or in part, approval of payment.

**14.2.3** Subtract the aggregate of previous payments made by Owner to CM/GC. If the aggregate of previous payments made by Owner exceeds the amount due the CM/GC, the CM/GC shall reimburse the difference to Owner within 30 Days with interest at the rate applicable to Owner payments under the General Conditions.

**14.3** Final Payment Review. Owner or its accountants will review and report in writing on the CM/GC's final accounting within 30 Days after delivery of the final accounting by the CM/GC. Based upon such Cost of the Work as Owner or Owner's accountants report to be substantiated by the CM/GC's final accounting, and provided the other conditions of this Contract have been met, the Engineer will, within 10 Days after receipt of the written report of Owner's accountants, either issue to Owner an approval of CM/GC's final application for payment with a copy to the CM/GC or notify the CM/GC and Owner in writing of the Engineer's reasons for withholding approval of any part of the application for payment, which disapproval shall include Engineer estimate of the amount that is due Contractor under the application for payment.

**14.4** Payment Disputes. If Owner's accountants report the Cost of the Work as substantiated by the CM/GC's final accounting to be less than claimed by the CM/GC or if Engineer declines to approve any duly submitted payment request by CM/GC, the CM/GC shall be entitled to demand a review by the Owner's highest contracting authority of the disputed amount. Such demand shall be made by the CM/GC within 30 Days after the CM/GC's receipt of a copy of the rejection of the application for payment; failure to demand additional review within this 30-Day period shall result in the substantiated amount reported by Owner's accountants becoming binding on the CM/GC. In addition, If Owner or any other state agency performs a subsequent audit of the Cost of the Work and determines any item in the Cost of the Work to be unsubstantiated or that CM/GC was otherwise overpaid, CM/GC shall have 30 Days after delivery of request for reimbursement by Owner to demand additional review by Owner's highest contracting authority; failure to make such demand within this 30 Day period shall result in the requested reimbursement becoming unconditionally due and payable by CM/GC. If CM/GC timely submits a protest to the Agency's highest contracting authority, CM/GC's Claim shall be subject to the claims review process in Section D.3 of the City of Wilsonville General Conditions. Pending a final resolution, Owner shall pay the CM/GC the amount of the application for payment approved by the Engineer.

**14.5** Effect of Payment. Neither the approval of (i) an application for payment, (ii) a progress payment, (iii) a release of retainage, or (iv) a final payment, nor the partial or entire use or occupancy of the Project

by the Owner shall constitute acceptance of work not conforming to the Contract Documents, or waiver of the right to assert overpayment.

**ARTICLE 15:**  
**TERMINATION OR SUSPENSION**

**15.1** Owner's Right to Terminate Prior to Execution of GMP Amendment. Prior to execution by both parties of the GMP Amendment, the Owner may terminate this Contract at any time without cause. Upon such termination, the amount to be paid to the CM/GC shall not exceed the Preconstruction Fee payable to the date of termination, together with amounts payable for Early Work if an Early Work Amendment has been executed. If Owner terminates for convenience during the Preconstruction Phase, Owner shall be entitled to copies of, and shall have the right to use, all work product of CM/GC and its Subcontractors performed to the date of termination, and CM/GC shall deliver copies of the same to Owner on request.

**15.2** Owner's Termination in the Public Interest after GMP Amendment. After the GMP Amendment is executed by both parties, the Contract may be terminated by Owner without penalty for convenience pursuant to Section J.5 of the City of Wilsonville General Conditions in which case CM/GC shall be entitled to payment of the amount stated in Article 15.1 together with the actual Cost of the Work, plus the CM/GC's Fee prorated based on the actual Cost of the Work to the date of termination, but in any event not in excess of the GMP.

**15.3** Owner's Termination for Cause. In the event of termination of this Agreement by Owner for cause pursuant to Section J.4 of the City of Wilsonville General Conditions, the amount, if any, to be paid to the CM/GC after application of the City of Wilsonville General Conditions and Owner's rights at law shall not exceed the amount the CM/GC would be entitled to receive under Article 15.2.

**15.4** CM/GC's Termination for Cause. CM/GC acknowledges that disputes regarding payments and Change Orders may occur as part of the CM/GC process, and that Owner's declining to pay disputed amounts shall not be grounds for suspension of the Work or termination for cause by CM/GC. If CM/GC terminates this Contract for Owner's material breach, the amount to be paid to CM/GC shall not exceed the amount CM/GC would have been entitled to receive under Article 13 above through termination and demobilization from the Project, with the CM/GC Fee prorated based on the actual Cost of the Work through the date of termination.

**15.5** Assignment of Subcontracts. Each subcontract and supply contract for any portion of the Work is irrevocably assigned by the CM/GC to the Owner, provided that such assignment is effective only after termination of this Contract by the Owner, and only for those subcontracts and supply contracts which the Owner accepts by notifying the Subcontractor/supplier and CM/GC in writing. For those subcontracts and supply contracts accepted by Owner, if the Work has been suspended for more than 30 Days, the Subcontractor's/supplier's compensation shall be equitably adjusted for increases in cost resulting from the suspension. CM/GC shall include a provision in each subcontract and supply agreement whereby the Subcontractor/supplier acknowledges Owner's rights under this Article 15.5. With respect to any subcontracts/supply contracts that are not accepted by Owner, the provisions of Section J.6.1 of the City of Wilsonville General Conditions shall apply.

**ARTICLE 16:**  
**REPRESENTATIONS AND WARRANTIES**

**16.1** Representations. The CM/GC represents and warrants to Owner as of the effective date of this Contract:

**16.1.1** It is qualified to do business as a licensed general contractor under the laws of the State of Oregon, and has all requisite corporate power and corporate authority to carry on its business as now being conducted;

**16.1.2** It has full corporate power and corporate authority to enter into and perform the Contract and to consummate the transactions contemplated in this Contract; CM/GC has duly and validly executed and delivered the Contract to Owner and that the Contract constitutes the legal, valid and binding obligation of CM/GC, enforceable against CM/GC in accordance with its terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law);

**16.1.3** The CM/GC's execution and delivery of the Contract and the consummation of the transactions contemplated in this Contract will not conflict with or result in a material breach of any terms or provisions of, or constitute a material default under, (i) CM/GC's Articles of Incorporation or Bylaws; (ii) any note, bond, mortgage, indenture, license, lease, contract, commitment, agreement or other instrument or obligation to which CM/GC is a party or by which CM/GC may be bound; or (iii) any statute, order, writ, injunction, decree, rule or regulation applicable to CM/GC;

**16.1.4** No material consent, approval, authorization, declaration or other order of, or registration or filing with, any court or regulatory authority or any third person is required for the valid execution, delivery and performance of the Contract by CM/GC or its consummation of the transactions contemplated by the Contract;

**16.1.5** There is no action, proceeding, suit, investigation or inquiry pending that questions the validity of the Contract or that would prevent or hinder the consummation of the transactions contemplated by the Contract; and

**16.1.6** The CM/GC's Project Manager and Job Superintendent identified in Article 4 are duly appointed representatives and each has the authority to bind the CM/GC to any and all duties, obligations and liabilities under the Contract Documents and any Amendments.

**16.2** Tax Compliance Certification. By signature of this Contract, the undersigned certifies under penalty of perjury that the undersigned is authorized to act on behalf of CM/GC and that CM/GC is, to the best of the undersigned knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321, and 323; the elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620 and, finally, the City of Wilsonville business license fee under Wilsonville Code Chapter 7.320. CM/GC must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements.

CM/GC shall make all required workers compensation and medical care payments on time. CM/GC shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. CM/GC shall also be fully responsible for payment of salaries, benefits, taxes, including but not limited to, the recently enacted Oregon Corporate Activity Tax, Industrial Accident Fund contributions, and all other charges on account of any employees. CM/GC shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be CM/GC's responsibility. CM/GC shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

**16.3 Non-Discrimination:** CM/GC certifies that it has not discriminated and will not discriminate against COBID-certified firms in obtaining any required subcontracts.

### **ARTICLE 17:** **MISCELLANEOUS**

**17.1 Headings.** The headings used in the Contract are solely for convenience of reference, are not part of the Contract and are not to be considered in construing or interpreting the Contract.

**17.2 Merger.** The Contract Documents constitute the entire contract between the parties. No waiver, consent, modification or change of terms of the Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified in this Contract regarding the Project. In the event a provision of this Contract conflicts with standards or requirements contained in any other Contract Documents, the provision that is more favorable to the City, as determined by the City in its sole discretion, will apply. The CM/GC, by signature of its representative, acknowledges that it has read the Contract, understands it and agrees to be bound by its terms and conditions.

**17.3 Legal Effect and Assignment.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

**17.4 No Assignment.** Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

**17.5 Adherence to Law.** This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

**17.6 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

**17.7 Jurisdiction.** Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court and the parties agree to the personal jurisdiction of the Clackamas County Circuit Court.

**17.8 Legal Action/Attorney Fees.** If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

**17.9 Nonwaiver.** Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

**17.10 Severability.** If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

**17.11 Calculation of Time.** Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

**17.12 Number, Gender and Captions.** In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

**17.13 Good Faith and Reasonableness.** The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the City "sole discretion" or the City is allowed to make a decision in its "sole judgment."

**17.14 Other Necessary Acts.** Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

**17.15 Interpretation.** As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

THIS CONTRACT is executed in two (2) original copies of which one is to be delivered to the CM/GC, and the remainder to Owner.

**CM/GC:**

**OWNER:**

CM/GC

CITY OF WILSONVILLE

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

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

Print Name: \_\_\_\_\_

Print Name: Bryan Cosgrove

As Its: \_\_\_\_\_

As Its: City Manager

Employer I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Adams, Assistant City Attorney  
City of Wilsonville, Oregon

**Exhibit 1**  
**COVID-19 PROVISIONS**

1. **Exclusion from Force Majeure.** A force majeure event does not include the COVID-19 Pandemic. See Section 3(b), below, for information on how Contractor shall notify City if Contractor desires to claim additional Time due to events attributable to the COVID-19 Pandemic.
2. **Waiver.** Contractor shall provide notice to the City of any delay attributable to the COVID-19 Pandemic in the manner specified in Section 3(b). Failure to provide notice to the City with regard to delays attributable to the COVID-19 Pandemic as required by Section 3 constitutes a waiver of Contractor's right to later make such a request.

**3. Adjustment of Time for COVID-19.**

**(1) Definitions.**

- a. "COVID-19" means the novel coronavirus respiratory disease.
- b. "COVID-19 Pandemic" means the pandemic declared by the World Health Organization on March 11, 2020.
- c. "Executive Order" means any order signed by the governor of Oregon restricting or prohibiting certain activities of businesses, schools, and individuals to mitigate the spread of COVID-19.
- d. "Labor shortage" means a shortage of Contractor's qualified personnel because they are on leave due to COVID-19.
- e. "Governmental health regulation" means any state or local health regulation aimed to mitigate the spread of COVID-19, including the social distancing regulation.
- f. "Supply chain disruption" means the Contractor's inability to obtain goods used to perform the Work contemplated under the Contract due to COVID-19.
- g. "Time" means any term used to define the duration the Agreement is in effect, including, but not limited to "Term" or "Contract Time."

**(2) Contractor's Request Required.** In the event the Contractor believes that additional Time is required due to the COVID-19 Pandemic due to delays resulting from a labor shortage, a supply chain disruption, or mandated compliance with Executive Orders or governmental health regulations, the Contractor shall submit to the City a timely request for adjustment of Time. A request is presumed to be timely if it occurs within seven calendar days after the Contractor becomes aware of any delay caused by a reason stated in this Section 1. The City will only consider requests for adjustment of Time if the Contractor's request provides the following information:

- a. The date the delay began as a result of the COVID-19 Pandemic.
- b. The cause of the delay. The Contractor must identify in the request whether the delay is due to a labor shortage, a supply chain disruption, or compliance with an Executive Order or governmental health regulation and the specific circumstances surrounding the delay.
- c. The specific actions and efforts Contractor is doing to limit the impact of the delay.
- d. The date Contractor expects the delay will end, if known. If not known, Contractor shall promptly notify City within seven calendar days after the delay ends.



The City shall be entitled to request from the Contractor all documentation necessary to evaluate Contractor's request for more Time under this Section.

- (3) **Basis for Adjustment of Time.** The City will consider causes that include delays that affect the Contractor's performance of Work directly attributable to the COVID-19 Pandemic such as an Executive Order, a governmental health regulation, a labor shortage, or a supply chain disruption that could not be mitigated by the Contractor's specific actions and efforts, or by the reasonable actions and efforts the Contractor should have taken, to minimize the delay.
- (4) **Consideration and Response by City.** The City will only consider a Contractor's request for additional Time if Contractor supplied all the required information described in Section 3(b). The City will review a properly submitted request for Time adjustment related to COVID-19, and within a reasonable time, will advise the Contractor of the City's findings. If the findings determine that Contractor is entitled to additional Time, then City and Contractor shall execute a written change order extending the Time equal to the length of the actual delay in performance.
- 4. Compliance with Governmental Health Regulations.** Contractor shall comply with all governmental health regulations while performing the Work. Contractor shall promptly communicate with the City if it learns that a worker on the project site has tested positive for COVID-19 so that Contractor and City may work together to mitigate the spread of COVID-19.
- 5. Written Policies.** Contractor must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Contractor's employees and/or subcontractors, City employees, and the public. Contractor must provide its written policy to the City Project Manager at the commencement of the Project.

**Exhibit 2**  
**CITY OF WILSONVILLE**  
**GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS**

Changes to these General Conditions (including any additions, deletions or substitutions) should only be made by Supplemental General Conditions, unless the General Conditions are specifically modified in the Public Improvement Contract or associated Agreement (which has a higher order of precedence under Section A.3 of the General Conditions). The text of these General Conditions should not otherwise be altered.

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**CITY OF WILSONVILLE  
GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS**

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**SECTION A: GENERAL PROVISIONS**

**A.1 DEFINITION OF TERMS**

In the Contract Documents, the following terms shall be as defined below:

**APPLICABLE LAW**, means federal, state and local laws, codes, rules, regulations and ordinances applicable to the Work and to the Contract

**ENGINEER**, means the Person appointed by the Owner to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided in the Contract Documents or by supplemental instruction, in accordance with ORS Chapter 672 (Engineers) and the associated administrative rules.

**CHANGE ORDER**, means a written order issued by the Owner to the Contractor requiring a change in the Work within the general scope of the Contract Documents, issued under the changes provisions of Section D.1 in administering the Contract, including Owner's written change directives as well as changes reflected in a writing executed by the parties to this Contract and, if applicable, establishing a Contract Price or Contract Time adjustment for the changed Work.

**CLAIM**, means a demand or assertion by Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.

**CONSTRUCTION CHANGE DIRECTIVE**, means a written order by the Owner to the Contractor requiring a change in the Work within the general scope of the Contract Documents, issued under the changes provisions of Section D.

**CONTRACT**, means the written agreement between the Owner and the Contractor comprised of the Contract Documents that describe the Work to be done and the obligations between the parties.

**CONTRACT DOCUMENTS**, means the Solicitation Document and any addenda, the City of Wilsonville General Conditions, the Project Contract, the Supplemental General Conditions (if any), the accepted Offer, Plans, Specifications, amendments and Change Orders.

**CONTRACT PERIOD**, as set forth in the Contract Documents, means the period beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

**CONTRACT PRICE**, means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates and Change Orders.

**CONTRACT TIME**, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the project schedule.

**CONTRACTOR or CM/GC**, means the Person and/or business entity awarded the Contract for the Work contemplated. The terms Contractor and CM/GC may be used interchangeably within the Contract Documents.

**DAYS**, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

**DIRECT COSTS**, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance; bond premiums, rental cost of equipment, and machinery required for execution of the work; and the additional costs of field personnel directly attributable to the Work.

**FINAL COMPLETION**, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment, released.

**FORCE MAJEURE**, means an act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this Contract who is asserting Force Majeure, but shall not include a pandemic.

**NOTICE TO PROCEED**, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond if required, and certificates of insurance, have been fully executed and submitted to Owner in a suitable form.

**OFFER**, means a bid in connection with Instructions to Bidders and a proposal in connection with a Request for Proposals.

**OFFEROR**, means a bidder in connection with Instructions to Bidders and a proposer in connection with a Request for Proposals.

**OVERHEAD**, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), and expenses of Contractor's offices at the job site (e.g. job trailer) including expenses of personnel staffing the job site office.

**OWNER**, means the City of Wilsonville, Oregon.

**PERSON**, means an entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

**PLANS**, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

**PRODUCT DATA**, means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**PUBLIC IMPROVEMENT AGREEMENT**, means the underlying, project-specific agreement between the Owner and the Contractor for Work related to the construction of a public improvement.

**PUNCHLIST**, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

**PURCHASE ORDER**, means any purchase order issued by the Owner in which these City of Wilsonville General Conditions and other Contract Documents are incorporated by reference.

**RECORD DOCUMENT**, means the as-built Plans, Specifications, testing and inspection records, Product Data, Samples, manufacturer and distributor/supplier warranties evidencing transfer to Owner, operational and maintenance manuals, Shop Drawings, Change Orders, Construction Change Directives, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these City of Wilsonville General Conditions, recording all Services performed.

**SAMPLES**, means physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**SHOP DRAWINGS**, means drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**SOLICITATION DOCUMENT**, means an invitation to bid or request for proposal or request for quotes.

**SPECIFICATION**, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

**SUBCONTRACTOR**, means a Person having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

**SUBSTANTIAL COMPLETION**, means the date when the Owner accepts in writing the construction, alteration or repair of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems.

**SUBSTITUTIONS**, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the Owner. The decision of the Owner is final.

**SUPPLEMENTAL GENERAL CONDITIONS**, means those conditions (if any) that remove from, add to, or modify these General Conditions. Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.

**WORK**, means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

## **A.2 SCOPE OF WORK**

The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction work in connection with the project described in the Contract Documents. The Contractor shall perform all Work necessary so that the project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

## **A.3 INTERPRETATION OF CONTRACT DOCUMENTS**

**A.3.1** Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

1. Contract amendments and Change Orders, with those of later date having precedence over those of an earlier date;
2. The Supplemental General Conditions;
3. The Public Improvement Agreement
4. These City of Wilsonville General Conditions;
5. General Requirements of the Specifications;
6. Detailed Schedules of finishes, equipment and other items included in the Specifications;
7. Plans and Specifications (other than General Requirements and the Detailed Schedules to the Specifications);
8. Large-scale drawings on Plans;
9. Small-scale drawings on Plans;



10. Dimension numbers written on Plans which shall prevail and take precedence over dimensions scaled from Plans;
11. The Solicitation Document and any addenda thereto;
12. The accepted Offer.

**A.3.2** In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation in writing.

**A.3.3** If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner. Matters concerning performance under, and interpretation of requirements of, the Contract Documents will be decided by the Owner. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of the Owner will be consistent with the intent of and reasonably inferable from the Contract Documents. Contractor shall not proceed without direction in writing from the Owner.

**A.3.4** References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

#### **A.4 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE**

**A.4.1** Contractor acknowledges that before submitting an Offer Contractor: (i) examined all then-available Contract Documents; (ii) became fully informed as to the quality and quantity of materials and the character of the Work required; and (iii) made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer, shall affect or modify any of the terms or obligations contained in the Contract Documents.

**A.4.2** Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements. Owner may require Samples and may test products and workmanship for compliance.

**A.4.3** Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner, including without limitation, any nonconformity with applicable laws, statutes, ordinances, building codes, rules and regulations.

**A.4.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Engineer in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Contractor does not concur with the decision of the Owner regarding time and cost impacts of the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.2, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

## **A.5 INDEPENDENT CONTRACTOR STATUS**

The services to be performed under this Contract are those of an independent contractor defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

## **A.6 RETIREMENT SYSTEM STATUS AND TAXES**

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, Owner will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

## **A.7 GOVERNMENT EMPLOYMENT STATUS**

**A.7.1** Contractor represents and warrants that Contractor is not an employee of the City of Wilsonville for purposes of performing Work under this Contract.

## **SECTION B: ADMINISTRATION OF THE CONTRACT**

### **B.1 OWNER'S ADMINISTRATION OF THE CONTRACT**

**B.1.1** Owner will provide administration of the Contract as described in the Contract Documents (1) during construction (2) until final payment is due and (3) during the one-year period for correction of Work. The Owner may rely on the Engineer or other consultants to perform some or all of these tasks.

**B.1.2** The Engineer may visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Engineer will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will neither have control

over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

**B.1.3** Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Engineer or designee about matters arising out of or relating to the Contract. Communications by and with the Engineer's consultants shall be through the Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

**B.1.4** Based upon the Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner, the Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

## **B.2 CONTRACTOR'S MEANS AND METHODS; MITIGATION OF IMPACTS**

**B.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

**B.2.2** The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.

**B.2.3** The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

**B.2.4** Should the Contractor request the assistance of the Owner in the performance of any Work included in the Contract Documents, the Owner may, at its option, provide assistance by using its own forces or by using another contractor. If Owner performs the Work using the Owner's own forces, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's forces, plus related overhead and any direct non-salary costs. If Owner performs the Work using another contractor, Contractor shall pay the Owner the amount of Owner's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of Owner's forces who are required to monitor that contractor's work. Work performed by Owner using Owner's own forces or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.

### **B.3 MATERIALS AND WORKMANSHIP**

**B.3.1** All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.

**B.3.2** The Contractor is responsible to perform the Work as required by the Contract Documents and reasonably inferable from the Contract Documents. Defective Work shall be corrected at the Contractor's expense.

**B.3.3** Work done and materials furnished shall be subject to inspection and/or observation and testing by the Engineer to determine if they conform to the Contract Documents. Inspection of the Work by the Engineer does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

**B.3.4** Contractor shall furnish adequate facilities, as required, for the Owner and Engineer to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.

**B.3.5** The Contractor shall furnish Samples of materials for testing by the Owner and include the cost of the Samples in the Contract Price.

### **B.4 PERMITS**

Except those permits specifically excluded in the Supplemental General Conditions, Contractor shall obtain and pay for all necessary permits and licenses for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental Work, etc., as required for the project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. Owner shall pay plan check fees, permit fees, system development charges and building inspection fees; Contractor shall obtain such plan checks, permits and inspections. The Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, the City of Wilsonville, and its officers, employees and agents.

### **B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS**

**B.5.1** Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Damages or costs resulting from noncompliance shall be the responsibility of Contractor. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. The parties shall comply with any state or federal law or regulation specific to the funding source that supports this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with:

1. Title VI and VII of Civil Rights Act of 1964, as amended;

2. Section 503 and 504 of the Rehabilitation Act of 1973, as amended;
3. the Health Insurance Portability and Accountability Act of 1996;
4. the Americans with Disabilities Act of 1990, as amended;
5. ORS Chapter 659A, as amended;
6. all regulations and administrative rules established pursuant to the foregoing laws; and
7. all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**B.5.2** Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

1. Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises and Service-Disable Veteran, as those terms are defined in ORS 200.005, in the awarding of subcontracts.
2. Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.

**B.5.3** Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.

**B.5.4** Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.

**B.5.5** The following notice is applicable to Contractors who perform excavation Work:

**ATTENTION:**

Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987.

**B.5.6** Failure to comply with any or all the requirements of B.5.1 through B.5.5 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

## **B.6 SUPERINTENDENCE**

Contractor shall keep on the site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the site. Directions given to the superintendent by the Owner shall be confirmed in writing to the Contractor.

## **B.7 INSPECTION**

**B.7.1** The Owner and Engineer shall have access to the Work at all times.

**B.7.2** Inspection of the Work will be made by the Owner and/or Engineer at its discretion. The Owner and/or Engineer will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner and/or Architect/Engineer, shall be removed and replaced at the Contractor's expense.

**B.7.3** Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall arrange for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Architect/Engineer timely notice of when and where tests and inspections are to be made so that the Architect/Engineer may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect/Engineer.

**B.7.4** As required by the Contract Documents, Work done or material used without inspection or testing by the Owner and/or Engineer may be ordered removed at the Contractor's expense.

**B.7.5** If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the Owner and/or Engineer, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner and/or Engineer, the uncovering and restoration will be paid for as a Change Order.

**B.7.6** If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Engineer's services and expenses, shall be at the Contractor's expense.

**B.7.7** When the United States government participates in the cost of the Work, or the Owner has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner.

## **B.8 SEVERABILITY**

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

## **B.9 ACCESS TO RECORDS**

**B.9.1** Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Change Orders, Construction Change Directives and addenda, in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Architect/Engineer access thereto.

**B.9.2** Contractor shall retain, and the Owner and its duly authorized representatives shall have access to, for a period not less than six (6) years, all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all such records until all litigation is resolved. The Owner and/or its agents shall continue to be provided full access to the records during litigation.

## **B.10 WAIVER**

Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

## **B.11 SUBCONTRACTS AND ASSIGNMENT**

**B.11.1** Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Provisions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.

**B.11.2** At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.

**B.11.3** Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be

considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

**B.11.4** Contractor shall include in each of its subcontracts and major supplier contracts a provision that conditionally assigns to the Owner the subcontract and major supplier contract in the event of a termination by the Owner and the Owner's express, written decision to assume the subcontract or major supplier contract.

## **B.12 SUCCESSORS IN INTEREST**

The provisions of this Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective permitted successors and assigns.

## **B.13 OWNER'S RIGHT TO DO WORK**

Owner reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, Contractor will coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

## **B.14 OTHER CONTRACTS**

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract will fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in section B.13.

## **B.15 GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

## **B.16 LITIGATION**

Any Claim between Owner and Contractor that arises from or relates to this Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section L.16 be construed as a waiver by the City of Wilsonville of any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THIS CONTRACT CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.



## **B.17 ALLOWANCES**

**B.17.1** The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

**B.17.2** Unless otherwise provided in the Contract Documents:

1. when finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. Contractor's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
3. Whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (2) changes in Contractor's costs under Section B.17.2(b).
4. Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

## **B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**B.18.1** The Contractor shall prepare and keep current, for the Engineer's approval a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:

1. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.
2. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
3. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**B.18.2** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for

approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Engineer without action.

**B.18.3** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Engineer without action.

**B.18.4** By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**B.18.5** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Owner and/or Engineer.

**B.18.6** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.

**B.18.7** In the event that Owner elects not to have the obligations and duties described under this Section B.18 performed by the Engineer, or in the event no Engineer is employed by Owner on the project, all obligations and duties assigned to the Engineer hereunder shall be performed by the Owner.

## **B.19 SUBSTITUTIONS**

The Contractor may make Substitutions only with the consent of the Owner, after evaluation by the Engineer and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the bid documents. By making requests for Substitutions, the Contractor represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the

Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

## **B.20 USE OF PLANS AND SPECIFICATIONS**

Plans, Specifications and related Contract Documents furnished to Contractor by Owner shall be used solely for the performance of the Work under this Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work but shall not claim any ownership or other interest in them beyond the scope of this Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

## **B.21 FUNDS AVAILABLE AND AUTHORIZED**

Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the Owner's appropriation or limitation. Contractor understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to services performed after the last day of the current fiscal year is contingent on Owner receiving from the Wilsonville City Council appropriations, limitations or other expenditure authority sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

## **B.22 MODIFICATION OF CONTRACT**

Any modification of the provisions of this Contract shall not be enforceable unless first reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by Owner and Contractor, which increases or decreases the cost to Owner over the agreed sum or changes or modifies the Project or the Project Construction Schedule. Any such modification shall be effective only in the specific instance and for the specific purpose identified in the modification.

## **B.23 NO THIRD PARTY BENEFICIARIES**

Owner and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of the terms of this Contract.

## **B.24 DISCLOSURE OF SOCIAL SECURITY NUMBER**

Contractor must provide Contractor's Social Security Number (SSN) unless Contractor provides an Employer Identification Number (EIN) or other valid form of Taxpayer Identification Number (TIN). SSN provided pursuant to this authority will be used for the administration of state, federal and local tax laws. Contractor's TIN will be reported to the Internal Revenue Service (IRS) under the name and TIN submitted. (See IRS 1099 for more information.) Information not matching IRS records may subject Contractor to backup withholding.

## **SECTION C: WAGES AND LABOR**

### **C.1 MINIMUM WAGE RATES ON PUBLIC WORKS**

Contractor shall comply fully with the applicable provisions of ORS 279C.800 through 279C.870. Documents establishing these conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI) are identified in the Supplemental Conditions. Contractor shall pay workers at not less than the specified minimum hourly rate of wage and shall include that requirement in all subcontracts.

Each worker in each trade or occupation employed in the performance of the Contract, either by the Contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract, must be paid no less than the applicable state prevailing rate of wage, or the applicable federal prevailing rate of wage whichever is higher.

### **C.2 PAYROLL CERTIFICATION, ADDITIONAL RETAINAGE AND FEE REQUIREMENTS**

**C.2.1** In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner, on the form prescribed by the Commissioner of the BOLI, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract. The certified statement shall be verified by the oath of the Contractor or the Contractor's surety or Subcontractor or the Subcontractor's surety that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement and that to the Contractor's or Subcontractor's best knowledge the certified statement is true. The certified statements shall set out accurately and completely the Contractor's or Subcontractor's payroll records including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, and the gross wages the worker earned upon the project during each week identified in the certified statement. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month. The Contractor and Subcontractors shall preserve the certified statements for a period of six (6) years from the date of completion of the Contract.

**C.2.2** Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 Days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

**C.2.3** Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement, within 14 Days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.

**C.2.4** In accordance with statutory requirements, and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner at the time Owner enters into the Contract.

### **C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS**

**C.3.1** Pursuant to ORS 279C.505 and as a condition to Owner's performance hereunder, the Contractor shall:

1. Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.
2. Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.
3. Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.
4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. Demonstrate that an employee drug-testing program is in place as follows:

(a) Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum, the following:

(i) A written employee drug testing policy,

(ii) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and

(iii) Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

A drug-testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." For the purposes of this Section C.3, an employee is a "Subject Employee" only if that employee will be working on the project job site.

(b) Contractor shall require each Subcontractor providing labor for the project to:

(i) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract, or

(ii) Require that the Subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

**C.3.2** Pursuant to ORS 279C.515, and as a condition to Owner's performance hereunder:

1. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
2. if the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) Days after receipt of payment from Owner or a contractor, the contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-Day period that payment is due under ORS 279C.580(3) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-Day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) Days after the date when payment was received from Owner or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
3. If the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Every contract related to this Contract shall contain a similar clause.

**C.3.3** Pursuant to ORS 279C.580, Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purpose of performing a construction contract:

1. A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the Contractor by Owner under the Contract;
2. An interest penalty clause that obligates the Contractor if payment is not made within thirty (30) Days after receipt of payment from Owner, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to paragraph (a) of this subsection. Contractor or first-tier Subcontractor shall not be obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty shall be for the period

beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and shall be computed at the rate specified in ORS 279C.515(2).

3. A clause which requires each of Contractor's Subcontractor's to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of subsections (a) and (b), above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

**C.3.4** All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

#### **C.4 PAYMENT FOR MEDICAL CARE**

Pursuant to ORS 279C.530, and as a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

#### **C.5 HOURS OF LABOR**

Pursuant to ORS 279C.520, and as a condition to Owner's performance hereunder, no person shall be employed to perform Work under this Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

1. For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or
2. For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
3. For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This section C.5 will not apply to Contractor's Work under this Contract if Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under this Contract.

#### **C.6 SALVAGING AND RECYCLING**

Pursuant to ORS 279C.510(1), and as a condition of City's performance hereunder, if Work related to this Contract entails demolition, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

Pursuant to ORS 279C.510(2), and as a condition of City's performance hereunder, if Work related to this Contract entails lawn and landscape maintenance, Contractor shall compost or mulch yard waste at an appropriate site, if feasible and cost-effective.

## **SECTION D: CHANGES IN THE WORK**

### **D.1 CHANGES IN WORK**

**D.1.1** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of the Owner, and then only in a manner consistent with the Change Order provisions of this Section D.1 and after any necessary approvals required by public contracting laws have been obtained. Otherwise, a formal contract amendment is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained.

**D.1.2** It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Owner may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section D.1. All Change Order Work shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:

1. Modification of specifications and design.
2. Increases or decreases in quantities.
3. Increases or decreases to the amount of Work.
4. Addition or elimination of any Work item.
5. Change in the duration of the project.
6. Acceleration or delay in performance of Work.
7. Deductive Changes.

Deductive changes are those that reduce the scope of the Work and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self-perform such Work, for which the provisions of B.13 (Owner's Right to Do Work) shall then apply.

Adjustments in compensation shall be made under the provisions of D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

**D.1.3** The Owner and Contractor agree that change order Work shall be administered and compensated according to the following;



1. Unit pricing may be utilized at the Owner’s option when unit prices or solicitation alternates were provided that established the cost for additional Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the additional Work.
2. If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for Change Order Work. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract and shall be established before the Work is done whenever feasible. The mark-ups set forth in D.1.3(c) shall be utilized by the parties as a guide in establishing fixed pricing and will not be exceeded by Owner without adequate justification. Cost and price data relating to Change Orders shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
3. In the event that unit pricing and fixed pricing are not utilized, then Change Order Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. In addition, the following markups shall be added to the Contractor's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the Contractor’s or Subcontractor’s own forces:

On Labor.....	6%
On Equipment.....	6%
On Materials.....	6%

When Change Order Work under D.1.3(c) is invoiced by an authorized Subcontractor at any level, each ascending tier Subcontractor or Contractor will be allowed a supplemental mark-up of not more than five percent (5%) on each piece of subcontract Work covered by such Change Order.

Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other forces furnished by the Contractor, including Subcontractors, for Change Order Work. Owner may establish a maximum cost for Change Order Work under this Section D.1.3(c), which shall not be exceeded for reimbursement without additional written authorization from Owner. Contractor shall not be required to complete such Change Order Work without additional authorization.

**D.1.4** Any necessary adjustment of Contract Time that may be required as a result of a Change Order must be agreed upon by the parties before the start of the Change Order Work unless Owner authorizes Contractor to start the Work before agreement on Contract Time adjustment. Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than seven (7) Days after receipt of the Change Order. If Contractor’s request for additional compensation or adjustment of Contract Time is not made within the seven (7) Day time limit, Contractor’s requests pertaining to that Change Order are barred. The seven (7) Day time limit for making requests shall not be extended for any reason, including without limitation, Contractor’s claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner.

If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

**D.1.5** If any Change Order Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of any other part of the Work under this Contract, the Contractor must submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than seven (7) Days after receipt of the Change Order by Contractor.

The seven (7) Day time limit applies to claims of Subcontractors, suppliers, or manufacturers who may be affected by the Change Order and who request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the seven (7) Day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the compensation and additional Contract Time requested. The Contractor will analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for additional compensation or Contract Time that Contractor submits to the Owner. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner within the time period and by the means described in this Section D.1 shall constitute a waiver of these Subcontractor claims. The Owner will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to this Contract. The consideration of such requests and claims under this Section D.1 does not give any person, not a party to the Contract the right to bring a claim against the City of Wilsonville, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner denies the Contractor's request for additional compensation or an extension of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

**D.1.6** No request or Claim by the Contractor for additional costs or an extension of Contract Time shall be allowed if made after receipt of final payment application under this Contract. D.1.6 Final payment application must be made by Contractor within the time required under Section E.6.4.

**D.1.7** The parties acknowledge that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes are anticipated and that there will be no compensation made to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract time and increase or decrease in compensation based on its own merit.

**D.1.8** If changes in the Work increase the total Contract Price, the Contractor shall notify its Surety of the increase and shall provide the City with a copy of any resulting modification to bond documents.

## **D.2 DELAYS**

**D.2.1** Delays in construction include “Avoidable Delays,” which are defined in Section D.2.1.1, and “Unavoidable Delays,” which are defined in Section D.2.1.2. The effect of Avoidable Delays is described in Section D.2.2 and the effect of Unavoidable Delays is described in Section D.2.3.

**D.2.2** Avoidable Delays include any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that:

- (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors; or
- (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time; or
- (c) Do not impact activities on the accepted critical path schedule; or
- (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.

**D.2.3** Unavoidable Delays include delays other than Avoidable Delays that are:

- (a) Caused by any actions of the Owner, Architect/Engineer, or any other employee or agent of the Owner, or by separate contractor employed by the Owner; or
- (b) Caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Owner immediately of differing site conditions before the area has been disturbed. The Owner will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner agree that a differing site condition exists, any additional compensation or additional Contract Time will be determined based on the process set forth in Section D.1.5 for Change Order Work. If the Owner disagrees that a differing site condition exists and denies Contractor’s request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process; or
- (c) Caused by Force Majeure acts as defined in F.7; or
- (d) Caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or

other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:

- (i) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25 %) or more.
- (ii) Daily rainfall equal to, or greater than, 0.75 inch at any time.

The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce nearest the project site shall be considered the official agency of record for weather information.

**D.2.4** Except as otherwise provided in ORS 279C.315, Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

**D.2.5** In the event of Unavoidable Delays, based on principles of equitable adjustment, Contractor may be entitled to the following:

1. Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
2. Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under Section D.2.1.2 (b), Contractor shall submit a written notification of the delay to the Owner within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the project components impacted by the delay, and the anticipated additional Contract Time or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the Owner, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay.

If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2., then unless otherwise prohibited by law, Contractor's Claim shall be barred.

### **D.3 CLAIMS REVIEW PROCESS**

**D.3.1** All Contractor Claims shall be referred to the Owner for review. Contractor's Claims, including Claims for additional compensation or additional Contract Time, shall be submitted in

writing by Contractor to the Owner within five (5) Days after Contractor's initial request has been denied. Within thirty (30) Days after the initial Claim, Contractor shall submit to the Owner, a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be waived.

**D.3.2** The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time extension requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner. The Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.

**D.3.3** The Owner will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.

**D.3.4** The Owner's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.

**D.3.5** The decision of the Owner shall be final and binding unless the Contractor delivers to the Owner its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the Owner's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth in this Section.

In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the parties agree to promptly submit the appropriate motions and orders documenting the settlement to the Court for its signature and filing.

**D.3.6** Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section D.3.5. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the Owner and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree in principle to the confidentiality of mediation, and may execute all necessary documents to give effect to such confidentiality. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

**D.3.7** Owner may at any time at its sole discretion issue a Construction Change Directive adding to, modifying or reducing the scope of Work. Contractor and Owner shall negotiate the need for any adjustment to compensation or additional Contract Time related to the change, subject to the procedures for submitting request or Claims for additional compensation or additional Contract Time established in this Section D. Unless otherwise directed by Owner, Contractor shall proceed with the Work while any request or Claim for additional compensation or additional Contract Time resulting from Work under a Change Order or Construction Change Directive is pending. Regardless of the review period or the final decision of the Owner, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Owner.

## **SECTION E: PAYMENTS AND RETAINED AMOUNTS**

### **E.1 SCHEDULE OF VALUES**

The Contractor shall submit to the Owner, at least ten (10) Days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner, Contractor shall revise the schedule of values and resubmit the same for approval of Owner.

### **E.2 APPLICATIONS FOR PAYMENT**

**E.2.1** Owner shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. All payments shall be approved by the Owner. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects in the Work. Owner shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall commence forty-five (45) Days after the receipt of invoice ("application for payment") from the Contractor or fifteen (15) Days after the payment is approved by the Owner, whichever is the

earlier date. The rate of interest shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) Days after receipt of the application for payment from the Contract or fifteen (15) Days after the payment is approved by the Owner, whichever is the earlier date, but the rate of interest shall not exceed twelve (12) percent. Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this Section E.2 unless interest is also paid. Accrual of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

Owner reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for payment that is correct and proper.

Owner, upon written notice to the Contractor, may elect to make payments to the Contractor only by means of Electronic Funds Transfers (EFT) through Automated Clearing House (ACH) payments. If Owner makes this election, The Contractor will be required to arrange for receipt of the payment.

**E.2.2** Contractor shall submit to the Owner, an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor, including payments to Subcontractors. Contractor shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, certify that the above bill is true and correct, and the payment therefore, has not been received.

Date: \_\_\_\_\_  
Signed: \_\_\_\_\_ ”

**E.2.3** Applications for payment will be accepted only for materials that have been installed. Under special conditions and at Owner's sole discretion, applications for payment for stored materials will be accepted on a case-by-case basis. Payment for stored materials, if made, will be subject to the following conditions:

1. The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment may be entertained for major equipment, components or expenditures only, but in no event shall exceed 75% of the pay item amount.

2. The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
3. The material shall be stored in a bonded warehouse and Owner shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
4. The Contractor shall name the Owner as coinsured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
5. Payments shall be made for materials only. The submitted amount of the application for payment shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said inspection shall be borne solely by the Contractor.
6. Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material stored.
7. Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.
8. All required documentation must be submitted with the respective application for payment.

**E.2.4** The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:

1. Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with the Contract Documents,
2. third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Owner and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2.1);
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
5. damage to the Work, the Owner or another contractor;
6. reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;



7. failure to carry out the Work in accordance with the Contract Documents; or
8. assessment of liquidated damages, when withholding is made for offset purposes.

Contractor may request the City to deposit all retainage in an interest-bearing account in accordance with ORS 279C.560.

**E.2.5** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, no amounts for changes in the Work can be included in application for payment until the Contract Price has been adjusted by Change Order;
2. Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the site at a location agreed upon in writing), less retainage as provided in Section E.5;
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract any amounts for which the Owner has withheld or nullified payment as provided in the Contract Documents.

**E.2.6** Contractor's applications for payment may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

**E.2.7** The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim for reason of having provided labor, materials and equipment relating to the Work.

**E.2.8** If Contractor disputes any determination by Owner with regard to any application for payment, Contractor nevertheless shall continue to prosecute expeditiously the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

**E.2.9** For applications for payments, use AIA Document G702, Application and Certificate for Payment, supported by AIA Document G702a, Continuation Sheet.

Prepare the Schedule of Values in such a manner that each major item of Work and each subcontracted item of Work is shown as a line item cost, broken down to correspond to the Project construction schedule as detailed in Section H.2.1 of the General Conditions, on AIA Document G702a, Application and Certification of Payment, Continuation Sheet. The continuation Sheet shall be the minimum Schedule of Values breakdown.

The Contractor shall confer with the Owner's Financial Representative prior to submitting the Application and Certification for Payment. Complete and forward three (3) copies of the Application and Certificate for Payment to the Owner's Financial Representative by the 5th day of each month.

### **E.3 PAYROLL CERTIFICATION REQUIREMENT**

Payroll certification is required before payments are made on the Contract. Refer to Section C.2 for this information

### **E.4 DUAL PAYMENT SOURCES**

Absent express written consent of the City, Contractor shall not be compensated for Work performed under this Contract from any source other than the City.

### **E.5 RETAINAGE**

**E.5.1** Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.580:

**E.5.1.1** Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

**E.5.1.2** In accordance with the provisions of ORS 279C.560 and any applicable administrative rules, unless the Owner finds in writing that accepting a bond, security or other instrument described in options (1) or (3) below poses an extraordinary risk that is not typically associated with the bond, security or instrument, the Owner will approve the Contractor's written request:

1. to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds, securities or other instruments of equal value with Owner or in a custodial account or other mutually-agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as

the Owner may require to protect its interests. To be permissible the bonds, securities and other instruments must be of a character approved by the Finance Director of the City of Wilsonville, including but not limited to: (i) bills, certificates, notes or bonds of the United States; (ii) other obligations of the United States or (iii) agencies of the United States; (iii) obligations of a corporation wholly owned by the federal government; (iv) indebtedness of the Federal National Mortgage Association; (v) general obligation bonds of the State of Oregon or a political subdivision of the State of Oregon; and (vi) irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

2. that retainage be deposited in an interest bearing account, established through the State Treasurer for state agencies, in a bank, savings bank, trust company or savings association for the benefit of Owner, with interest from such account accruing to the Contractor; or
3. that the Contractor be allowed, with the approval of the Owner, to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.625.

Where the Owner has accepted the Contractor's election of any of the options above, Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request to deposit a surety bond under option (3), Contractor shall accept like bonds from Subcontractors and suppliers on the project from which Contractor has required retainage.

**E.5.1.3** The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of two-thirds of one percent per month on the final payment due Contractor, interest to commence forty-five (45) Days after the Work under the Contract has been completed and accepted and to run until the date Contractor shall notify Owner in writing when the Contractor considers the Work complete and Owner shall, within thirty (30) Days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty-five (45) Days after the end of the 30-Day period.

**E.5.1.4** In accordance with the provisions of ORS 279C.560, if the Owner accepts bonds, securities or other instruments deposited as provided in paragraphs (a) and (c) of subsection E.5.1.2, the Owner shall reduce the moneys held as retainage in an amount equal to the value of the bonds, securities and other instruments and pay the amount of the reduction to the Contractor in accordance with ORS 279C.570.

**E.5.1.5** Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to Owner's retainage from any progress payment due to Contractor. Provided, however, if in accordance with the provisions of ORS 279C.560 the Contractor has deposited bonds, securities or other

instruments or has elected to have the Owner deposit accumulated retainage in an interest-bearing account, the Contractor shall comply with the provisions of ORS 701.435 respecting the deposit of bonds, securities or other instruments by Subcontractors and suppliers and the sharing of interest earnings with Subcontractors and suppliers.

**E.5.2** As provided in subsections C.2.2 and C.2.3, additional retainage in the amount of 25% of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) when the Contractor fails to file certified statements as required by section C.2.1.

## **E.6 FINAL PAYMENT**

**E.6.1** Upon completion of all the Work under this Contract, the Contractor shall notify the Owner, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Owner and/or Architect/Engineer will inspect the Work, and if acceptable, submit to the Owner a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Section K. 3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

**E.6.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner:

1. a notarized affidavit/release of liens and claims in a form satisfactory to Owner that states that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,
2. a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner,
3. a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,
4. consent of surety, if any, to final payment, and
5. if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**E.6.3** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

**E.6.4** Contractor shall submit its final payment application within ninety (90) Days after Substantial Completion, unless Owner grants an extension, which extension shall be in writing. Contractor shall not delay final payment application for any reason. If Contractor fails to submit its final payment application within 90 Days after Substantial Completion, or such extend Days as Owner may have granted in writing, all requests or Claims for additional costs or an extension of Contract Time shall be waived.

## **SECTION F: JOB SITE CONDITIONS**

### **F.1 USE OF PREMISES**

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the Owner. Contractor shall follow Owner's instructions regarding use of premises, if any, and shall at all times comply with Wilsonville City Code 6.204. Unless otherwise specified in the Supplemental General Conditions (if any) or Public Improvement Agreement, the working hours for this project are between 7:00 AM and 6:00 PM, Monday through Friday.

### **F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC**

**F.2.1** Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the Architect/Engineer, Owner's workers and property, and the public from injury or loss arising in connection with this Contract. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

**F.2.2** Contractor shall take all necessary precautions for the safety of all personnel on the job site and shall comply with the Contract Documents and all applicable laws to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner. The Owner has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

**F.2.3** Contractor shall not enter upon private property without first obtaining permission from the property Owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall immediately and in writing report to the Owner all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

**F.2.4** Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.

**F.2.5** Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.

**F.2.6** In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with Section D.

**F.2.7** Certain locations in the project may require escort by City personnel to perform the work necessary and/or Owner notice to building tenants. Contractor is responsible for timely requesting an Owner escort and/or Owner notice to building tenants. A timely request is a request made to Owner at least 72 hours before the requested Owner escort or Owner notice to tenants.

### **F.3 CUTTING AND PATCHING**

**F.3.1** Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.

**F.3.2** Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

### **F.4 CLEANING UP**

From time to time as may be ordered by the Owner and, in any event, immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four hours after notification by the Owner the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

### **F.5 ENVIRONMENTAL CONTAMINATION**

**F.5.1** Contractor will be held responsible for and shall indemnify, defend (with counsel of Owner's choice) and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed to by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents. Nothing in this Section F.5.1 shall limit Contractor's liability or responsibility for obtaining insurance coverage under Section G.3 of this Contract, and Contractor shall take no action that would void or impair such coverage.

1. Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and proper regulatory agencies in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the Owner and be performed by properly qualified and licensed personnel.
2. Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any Applicable Law. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:
  - (i) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all Applicable Law ;
  - (ii) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
  - (iii) promptly clean up, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all Applicable Law.

**F.5.2** Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR Chapter 340 Division 108 for all products addressed in those rules. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

1. Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
2. Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
3. Exact time and location of release, including a description of the area involved.
4. Containment procedures initiated.
5. Summary of communications about the release Contractor has had with members of the press or State or local officials other than Owner.
6. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
7. Personnel injuries, if any, resulting from, or aggravated by, the release.

## **F.6 ENVIRONMENTAL CLEAN UP**

**F.6.1** Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall

immediately notify Owner of any hazardous substance which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous substance" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance discovered or encountered, Contractor shall immediately cease working in any particular area of the project where a hazardous substance has been discovered or encountered if continued work in such area would present a risk or danger to the health or wellbeing of Contractor's or any Subcontractor's work force.

**F.6.2** Upon being notified by Contractor of the presence of a hazardous substance on the project site, Owner shall arrange for the proper disposition of such hazardous substance.

## **F.7 FORCE MAJEURE**

- a. **Force Majeure Event.** Neither Party shall be held responsible for delay or default caused by war, insurrection, acts of terrorism, strikes, lockouts, labor disputes, riots, terrorist acts or other acts of political sabotage, volcanoes, floods, earthquakes, fires, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priorities, severe weather, or any other uncontrollable or unforeseeable act or circumstance beyond a Party's reasonable control and without fault or negligence of the Party ("Force Majeure Event").
- b. **Reasonable Efforts to Remove or Eliminate Force Majeure Event.** A Party affected by the Force Majeure Event shall make all reasonable efforts to remove or eliminate the cause of the Force Majeure Event and shall diligently pursue performance of its obligations under the Contract after the Force Majeure Event ceases.
- c. **Written Notice; Effect of Delay.** If there is a delay as a result of a Force Majeure Event, the Party delayed shall give written notice of the delay and the reason of the delay to the non-delayed Party within thirty days after the Party delayed learns of the Force Majeure Event. The Party delayed may request an extension of time up to the length of time of the delay due to a Force Majeure Event. Contractor shall not be entitled to additional compensation for delays that occur under this subsection.
- d. **Pandemics such as COVID-19.** The COVID-19 pandemic declared by the World Health Organization on March 11, 2020, or other like pandemics or emergencies ("COVID-19 Pandemic"), are not a Force Majeure Event as defined under this section. Contractor shall comply with the sections in Exhibit 2 regarding specific notification procedures related to any potential delays attributable to the COVID-19 Pandemic.

## **SECTION G: INDEMNITY, BONDING, AND INSURANCE**

### **G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY**

**G.1.1** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the



Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents.

**G.1.2** To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to, (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1.2, (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects, (c) any failure of the Contractor to observe or perform any duty or obligation under this Contract which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract or in any subcontract, (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140), and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

**G.1.3** In claims against any person or entity indemnified under Section G.1.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **G.2 PERFORMANCE AND PAYMENT SECURITY, PUBLIC WORKS BOND**

**G.2.1** When the Contract Price is \$100,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period, a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above threshold if otherwise required by the Contract Documents.

**G.2.2** Bond forms furnished by the Owner and notarized by awarded Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

**G.2.3** Before starting Work the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and

shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.

### **G.3 INSURANCE**

**G.3.1 Primary Coverage.** Insurance carried by Contractor under this Contract shall be the primary coverage, and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

**G.3.2 Workers' Compensation and Employer Liability Insurance.** All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. This shall include employer's liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 each employee per accident for bodily injury by accident or disease, and in no instance coverage limits less than the minimum amount required by statute for each accident. Workers' compensation and employer liability insurance is required for all workers who are not exempt from coverage. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing, signed and dated and attached to this Contract. A contractor who makes that certification agrees to hold City harmless from and indemnify City against any and all claims for compensation benefits made against the City by subject workers employed by the Contractor to do any of the work of the Contract. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work in Oregon, or show proof of extraterritorial coverage as per ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such workers' compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

**G.3.3 Builder's Risk Insurance.** During the term of this Contract:

1. **Builder's Risk.** For new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees ("soft costs") associated with delay of project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor if Contractor is negligent. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

2. **Builder's Risk Installation Floater.** For Work other than new construction, Contractor shall obtain and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and

its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

All insurance required pursuant to this Section 3.3 shall be maintained until the Owner has occupied the facility.

A loss insured under the insurance required pursuant to this Section 3.3 shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

**G.3.4 Commercial General Liability Insurance.** Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage's that are satisfactory to the City. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis. Combined single limit per occurrence shall not be less than five million dollars (\$5,000,000) for each job site or location. Each annual aggregate limit shall not be less than ten million dollars (\$10,000,000), covering, but not limited to, liability for personal injury and property damage and aggregate limits shall apply on a per project basis. The policy shall be written on an occurrence basis on ISO Form CG 00 01 (Commercial General Liability Coverage Form), or its equivalent, and shall include contractual liability covering the assumption of the tort liability (including defense costs) of another party by written contract for both ongoing operations and completed operations under this contract. Owner and its officials, employees, agents and volunteers shall be named as additional insureds under ISO Form CG 2010 (Additional Insureds – Owners, Lessees or Contractors – Scheduled Person or Organization), or its equivalent, and CG 2037 (Additional Insured – Owners Lessees or Contractors – Completed Operations), or its equivalent, with respect to the Work to be provided under this Contract. The commercial general liability insurance coverage required by this Contract is with respect only to the Work described in this Contract, and has no relationship to, or bearing upon, other projects of the insured and is primary to and non-contributory with any City insurance or self-insurance program.

**G.3.5 Automobile Liability.** Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance on ISO Form CA 00 01 (Business Auto Coverage), or its equivalent. The coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than two million dollars (\$2,000,000), covering, but not limited to, liability for bodily injury and property damage, for "any auto," including owned, non-owned and hired autos used in connection with the performance of the Work. The City of Wilsonville and its officials, employees, agents and volunteers shall be named additional insureds under Endorsement CA 20 48 (Designated Insured), or its equivalent, if Contractor's Work entails transporting people for the City. The automobile liability insurance required by this Contract is primary to and non-contributory with any City insurance or self-insurance program; any deductible cannot exceed \$50,000.

**G.3.6 "Tail" Coverage.** If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the final acceptance of Work or services and related warranty (if any).

**G.3.7 Excess/Umbrella Liability.** A combination of primary and excess/umbrella insurance is acceptable to meet the minimum coverage requirements for Commercial General Liability and Automobile Liability Insurance. In such case, the insurance certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over primary Commercial General Liability and primary Automobile Liability Insurance."

If required by Owner through issuance of Supplemental General Conditions, Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, umbrella liability insurance over and above the general liability, automobile liability and workers' compensation coverage if required by Owner in specified limits at time of requirement.

**G.3.8 Pollution Liability.** If required by Owner through issuance of Supplemental General Conditions, Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Pollution liability Insurance in minimum amounts of \$5,000,000, or other amount as indicated in the Supplemental General Conditions, naming Owner as "additional insured," as noted in the "additional insured" section below.

**G.3.9 Additional Insureds.** Except as to professional liability coverage if required, all other liability insurance coverage required for performance of this Contract shall include the City of Wilsonville, its officers, employees, and agents as Additional Insureds, but only with respect to the Contractor's activities to be performed under this Contract.

If Contractor cannot obtain an insurer to name City of Wilsonville, its officers, employees, and agents as additional insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, Owners and Contractors Protective Liability Insurance, naming the Owner as additional insureds with not less than a \$5,000,000 limit per occurrence. This policy must be kept in effect for 12 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract. The liability insurance coverage, required for performance of this Contract shall include the City of Wilsonville, its officers, employees and agents, as additional insureds but only with respect to the Contractor's activities to be performed under this Contract.

**G.3.10 Notice of Cancellation or Change.** If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required in this Contract, or receives notice that coverage no longer complies with the insurance requirements in this Contract, Contractor agrees to notify Owner by fax within 5 business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to this Contract, unless all

required insurance remains in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees. Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new certificate of insurance is provided to Owner evidencing the replacement coverage. Owner may withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

**G.3.11 Certificates of Insurance.** Before Contractor commences Work under this Contract, Contractor shall furnish Owners Authorized Representative with acceptable certificates evidencing the types, amounts and issuers of insurance coverage meeting the minimum requirements of this Contract. The certificate shall specify all of the parties who are additional insureds. If a certificate of insurance coverage is unavailable from a particular insurer, alternative proof of insurance coverage acceptable to City shall be arranged. Renewal certificates of insurance shall be furnished no later than 15 Days before the expiration of the policy. Any deductibles or self-insured retentions must be stated on the certificate of insurance, which shall be sent to and approved by Owner in advance to commencement of Work under this contract. City reserves the right to review the types of coverages and limits of insurance required by this Contract from time to time. In the event that City changes its insurance requirements after this Contract has been signed, City will provide notice to Contractor of the new requirements. Contractor shall endeavor to comply with the new requirements and provide City with updated evidence of coverage. Otherwise, City shall have the right to terminate the Contract. In all instances concerning all forms of insurance required by this Contract:

1. Contractor's insurance shall be primary and noncontributory with any other insurance or self-insurance, and Owner's insurance shall be excess to the limits set forth above;
2. Insurance carriers shall not be "surplus lines carriers," and shall certify as to such in each certificate;
3. The insurance shall be issued by a company authorized to do insurance business in the State of Oregon or by a non-admitted insurer subject to the Oregon Surplus Lines Law (ORS 735.400 to 735.495);
4. Upon request, complete copies of insurance policies, trust agreements, etc. shall be provided to City;
5. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance amounts;
6. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be subject to approval by the Owner in writing and shall be a condition precedent to the effectiveness of this Contract;
7. Umbrella or Excess Liability Insurance may be used to achieve the above minimum liability limits, so long as policy is endorsed to state it is "As Broad as Primary Policy." If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess Liability Insurance policy may be required;

8. Contractor shall provide City not less than 30 Days written notice of Contractor's intent to cancel, terminate or make any material change affecting required insurance coverage;
9. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than 15 days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall promptly notify the City and replace such insurance with an insurer meeting the requirements;
10. Except for Professional Liability Insurance, the insurance shall be provided by a carrier with A.M. Best's Rating of A- or better and Financial Performance Rating of 7 or better. Contractor's Professional Liability Insurance policy shall be written by an insurer satisfactory to City and may be written on a claims made basis, provided Contractor, at Contractor's own expense, maintains the Professional Liability Insurance in full force for not less 24 months following completion of this Contract; and
11. The commercial general liability insurance and automobile liability insurance provided by Contractor and its subcontractors shall apply on a primary basis and be required to respond and pay prior to any other available coverage. Any commercial general liability insurance maintained by the City shall be excess of and shall not contribute with the commercial general liability insurance provided by Contractor and its subcontractors.

Insurance carriers shall not be "surplus lines carriers," and shall certify as to such in each certificate. Contractor's insurance shall be primary and noncontributory with any other insurance or self-insurance. In all instances, City's insurance shall be excess to the limits set forth above.

## **SECTION H: SCHEDULE OF WORK**

### **H.1 CONTRACT PERIOD**

Time is of the essence of this Contract.

1. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements of the Contract. Contractor shall commence Work on the site within fifteen (15) Days of issuance of Notice to Proceed, unless directed otherwise.
2. Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2 (f) and shall be subject to the provisions of Section D.1.
3. The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

## **H.2 SCHEDULE**

Contractor shall provide, by or before the pre-construction conference, the initial as-planned schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by project components, with labor trades, and long lead items broken down by building and/or floor where applicable. Contractor shall provide the schedule in CPM format showing the graphical network of planned activities, including i) a reasonably detailed list of all activities required to complete the Work; ii) the time and duration that each activity will take to completion; and iii) the dependencies between the activities. Each schedule item shall account for no greater than 5 % of the monetary value of the project or 5 % of the available Contract Time. The baseline schedule shall not be established until 100% completion of design. Schedules with activities of less than one day or valued at less than 0.5% of the Contract will be considered too detailed and will not be accepted. Schedules that either lack adequate detail or are unreasonably detailed will be rejected. Included within the schedule are the following: Notice to Proceed (or the date the Work commences, if no Notice to Proceed is issued by Owner), Substantial Completion, and Final Completion. Schedules shall be updated monthly, unless otherwise required by the Contract Documents, and submitted with the monthly application for payment. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

## **H.3 PARTIAL OCCUPANCY OR USE**

The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them for payments, security, insurance or self-insurance, maintenance, heat, utilities, and damage to the Work, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents with respect to such portion of the Work. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## **SECTION I: CORRECTION OF WORK**

### **I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT**

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by

such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (Punch List) work. At the end of the thirty-Day period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent reinspections shall be borne by the Contractor. If Contractor fails to complete the Punch List work within the thirty (30) Day period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

## **I.2 WARRANTY WORK**

**I.2.1** Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of two years from the date of issuance of the written notice of Final Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. The Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by Owner, unless otherwise specified in the Contract Documents. Should the Contractor fail to respond within the specified response time, the Owner may, at its option, complete the necessary repairs using another contractor or its own forces. If Owner completes the repairs using Owner's own forces, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's forces, plus related overhead and any direct non-salary costs. If Owner completes the repairs using another contractor, Contractor shall pay Owner the amount of Owner's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of Owner's forces who are required to monitor that contractor's work. Work performed by Owner using Owner's own forces or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.

**I.2.2** Nothing in this Section I.2 shall negate guarantees or warranties for periods longer than two years including, without limitation, such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures. Nothing in this Section 1.2 shall negate any remedy that the Owner may have; the repair warranty is without limitation to any and all other remedies that the Owner may have.

**I.2.3** In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the Owner.

**I.2.4** The two-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section I.2 as to the Work corrected. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.



**I.2.5** Nothing in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

**I.2.6** If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **SECTION J: SUSPENSION AND/OR TERMINATION OF THE WORK**

### **J.1 OWNER'S RIGHT TO SUSPEND THE WORK**

**J.1.1** The Owner has the authority to suspend portions or all of the Work due to the following causes:

1. Failure of the Contractor to correct unsafe conditions;
2. Failure of the Contractor to carry out any provision of the Contract;
3. Failure of the Contractor to carry out orders;
4. Conditions, in the opinion of the Owner, which are unsuitable for performing the Work;
5. Time required to investigate differing site conditions;
6. Any reason considered to be in the public interest.

**J.1.2** The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension, and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

### **J.2 CONTRACTOR'S RESPONSIBILITIES**

**J.2.1** During the period of the suspension, Contractor is responsible to continue maintenance at the project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.

**J.2.2** When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the project in every respect as though its prosecution had been continuous and without suspension.

### **J.3 COMPENSATION FOR SUSPENSION**

Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by acts or omissions of the Owner, the Contractor shall be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the Owner, neither party owes the other for the impact.

### **J.4 OWNER'S RIGHT TO TERMINATE CONTRACT**

**J.4.1** The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:

1. If Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
2. If Contractor should make a general assignment for the benefit of Contractor's creditors;
3. If a receiver should be appointed on account of Contractor's insolvency;
4. If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
5. If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner or its Authorized Representative; or
6. If Contractor is otherwise in material breach of any part of the Contract.
7. If Contractor is in violation of Applicable Laws, either in the conduct of its business or in its performance of the Work.

**J.4.2** At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and in addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

**J.4.3** Owner may:

1. Require the Contractor to replace one or more poorly performing employees,

2. Require the Contractor to replace a subcontractor,
3. Require the Contractor to replace poorly performing construction equipment.

Examples of failure to prosecute the Work according to the approved schedule shall include, but are not be limited to, the following:

1. Failure to submit an executed Contract with bonds and insurance certificates within 10 Days after notice of proposal award;
2. Failure to obtain required permits;
3. Failure to submit documentation that materials and equipment needed for the work are and will be available.
4. Failure to submit documentation that materials and equipment needed for the work have been ordered from suppliers within 10 days after receipt of submittal approved by the Engineer.
5. Failure to submit a work schedule acceptable to the Owner within a reasonable time following the issuance of design milestone submittals, within 30 days following issuance of a NTP for an agreed GMP or failure to submit (a) revised work schedule(s), if one is required;
6. Failure to timely submit a traffic control plan, if one is required;
7. Failure to install traffic control devices, if any are required, according to the approved schedule;
8. Failure to request utility locates (if applicable) within 10 Days after Notice to Proceed;
9. Failure to begin, or to perform a significant amount of work on, a task that is on the critical path in the latest work schedule within 5 work days after the start date shown for that task in the schedule, or
10. Failure to submit a request for a delayed start and justification(s) for said request, and failure to obtain the Owner's approval of said request. Owner approval of such a request shall not be construed to be approval of a delay in any subsequent task on the schedule.

When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, no claim for loss profits for work not performed will be allowed.

## **J.5 TERMINATION FOR CONVENIENCE**

**J.5.1** Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of the Owner or the public.

**J.5.2** The Owner will provide the Contractor with seven (7) Days' prior written notice of a termination for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation

for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

## **J.6 ACTION UPON TERMINATION**

**J.6.1** Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, upon Owner's request, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

**J.6.2** As directed by the Owner, Contractor shall upon termination transfer title and deliver to the Owner all project documents, information, and other property that, if the Contract had been completed, would be required to be furnished to the Owner.

**J.6.3** Upon Owner's notice of termination pursuant to either Section J.4 or J.5, if Owner shall so elect, Contractor shall assign to the Owner such subcontracts and orders as Owner shall specify. In the event Owner elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as Owner shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

## **SECTION K: CONTRACT CLOSE OUT**

### **K.1 RECORD DOCUMENTS; AS-BUILTS**

As a condition of final payment (refer also to Section E.3), Contractor shall comply with the following: Contractor shall provide to Owner, Record Documents ("as-builts") of the entire project. Record Documents shall depict the project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record drawings include all modifications to the Contract Documents unless otherwise directed. Record drawings shall be provided in AutoCAD electronic format. Record Drawings shall be updated constantly and consistently and shall be submitted for Engineer approval not less than one time per month. Record Drawings shall be submitted as Bluebeam markups to portable document format (.PDF) files created from the Engineer's computer aided design (CAD) files.

### **K.2 OPERATION AND MAINTENANCE MANUALS**

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner prior to submission of any pay request for more than 75% of the Work. Owner's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due; no payments beyond 75% will be made by the Owner until the O & M Manuals have been received. The O & M Manuals shall contain a complete set of all submittals, all Product Data as required by the specifications, training information, telephone list and contact information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and Shop Drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner and/or Architect/Engineer shall review and return one O & M Manual for any deletions, modifications or

additions required. Prior to submission of its final pay request, Contractor shall deliver three complete and approved sets of O & M Manuals to the Owner and/or Architect/Engineer. Receipt of the three complete and approved sets of O & M Manuals is a condition precedent to Owner's obligation to make final payment.

### **K.3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS**

As a condition of final payment, the Contractor shall submit to the Owner a notarized affidavit/release of liens and claims form, in a form satisfactory to Owner, which states that all Subcontractors and suppliers have been paid in full, all disputes with property owners have been resolved, all obligations on the project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the project. The Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from all claims for labor and materials finished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work.

### **K.4 COMPLETION NOTICES**

**K.4.1** Contractor shall provide Owner notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the punch list accompanying the Certificate. Both completion notices must be signed by the Contractor and the Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

**K.4.2** Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a punch list be prepared by the Owner and/or Architect/Engineer with submission of the request for the Substantial Completion notice.

### **K.5 TRAINING**

As part of the Work, and prior to submission of the final application for payment, the Contractor shall schedule with the Owner training sessions for all equipment and systems as required by the Contract Documents. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner to provide its personnel with adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session conducted at the Work site, or as required by the Contract Documents, after the equipment and/or system is completely installed and operational in its normal operating environment.

**K.6 EXTRA MATERIALS**

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the Specifications, prior to final payment. Delivery point for extra materials shall be designated by the Owner.

**K.7 ENVIRONMENTAL CLEAN-UP**

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental and pollution clean-up, remediation and closure have been completed in accordance with all Applicable Laws and pursuant to the authority of all agencies having jurisdiction, and Contractor shall provide Owner with any and all documentation related to the same, including but not limited to directives, orders, letters, certificates and permits related to or arising from such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above. Contractor's completion of its obligations under this Section K.6 and Owner's receipt of documents evidencing such completion shall be a condition precedent to Owner's obligation to make final payment.

**K.8 CERTIFICATE OF OCCUPANCY**

Owner's receipt of an unconditioned certificate of occupancy from the appropriate state and/or local building officials shall be a condition precedent to Owner's obligation to make final payment, except to the extent failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

**K.9 OTHER CONTRACTOR RESPONSIBILITIES**

The Contractor shall be responsible for returning to the Owner all property of Owner issued to Contractor during construction such as keys, security passes, site admittance badges, and all other pertinent items. Upon notice from Owner, Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's forces continue with the Work.

**K.10 SURVIVAL**

All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

## **SECTION L: LEGAL RELATIONS AND RESPONSIBILITIES**

### **L.1 LAWS TO BE OBSERVED**

In compliance with ORS 279C.525, Sections L.2 through L.4 contain lists of federal, state and local agencies of which the Owner has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract. The lists provided in the below Sections L.2 through L.4 may not be all-inclusive, and it is the responsibility of Contractor to know all applicable laws and to comply with them in the performance of this Contract.

#### L.2. FEDERAL AGENCIES:

Forest Service Defense, Department of Environmental Protection Agency Bureau of Sport Fisheries and Wildlife Bureau of Land Management Bureau of Reclamation Occupational Safety and Health Administration Coast Guard	Agriculture, Department of Soil Conservation Service Army Corps of Engineers Interior, Department of Bureau of Outdoor Recreation Bureau of Indian Affairs Labor, Department of Transportation, Department of  Federal Highway Administration
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#### L.3. STATE AGENCIES:

Environmental Quality, Department of Forestry, Department of  Human Resources, Department of  Soil and Water Conservation Commission State Land Board	Agriculture, Department of Fish and Wildlife, Department of Geology and Mineral Industries, Department of Land Conservation and Development Commission National Marine Fisheries Service (NMFS) State Engineer Water Resources Board
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#### L.4. LOCAL AGENCIES:

County Courts Port Districts County Service Districts Water Districts	City Council County Commissioners, Board of Metropolitan Service Districts Sanitary Districts Fire Protection Districts
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**SECTION M: FORMS**

The following forms of documents are relevant to the Work under the Contract.

**M.1 FAITHFUL PERFORMANCE BOND**

**[FORM]  
FAITHFUL PERFORMANCE BOND**

Bond No. \_\_\_\_\_  
Solicitation \_\_\_\_\_  
Project Name \_\_\_\_\_

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:	\$ _____ *
	Total Penal Sum of Bond:	\$ _____

\* If using multiple sureties

We, \_\_\_\_\_ as Principal, and \_\_\_\_\_ the above-identified Surety / Sureties authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto \_\_\_\_\_, the penal sum of (Total Penal Sum of Bond) \_\_\_\_\_ (\$ \_\_\_\_\_), being not less than one hundred percent of the estimated contracted cost of the work,

[Add If applicable: provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety,] and

WHEREAS, the Principal has entered into a contract with \_\_\_\_\_, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor



to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless \_\_\_\_\_, and members thereof, its officers, employees and agents, against any direct or indirect damages or claim 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 Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

This bond is given and received under authority of ORS Chapters 279C and 351, the provisions of which hereby are incorporated into this bond and made a part hereof. The surety, for value received, hereby agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it hereby waives notice of any change, extension of time, alteration, addition or other modification to the terms of the contract or to the work or to the specifications.

Nonpayment of the bond premium will not invalidate this bond nor shall \_\_\_\_\_, be obligated for the payment of any premiums.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL:** \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

ATTEST: \_\_\_\_\_

Corporate secretary

**SURETY:** \_\_\_\_\_

*Add signatures for each surety if using multiple bonds*

BY ATTORNEY IN FACT:

*Power-of-Attorney must accompany each surety bond*

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

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

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

**M.2 LABOR AND MATERIAL PAYMENT BOND**

**[FORM]  
LABOR AND MATERIAL PAYMENT BOND**

Bond No. \_\_\_\_\_  
Solicitation \_\_\_\_\_  
Project Name \_\_\_\_\_

\_\_\_\_\_ (Surety #1)  
\_\_\_\_\_ (Surety #2)\*

Bond Amount No. 1: \$ \_\_\_\_\_  
Bond Amount No. 2: \$ \_\_\_\_\_ \*  
Total Penal Sum of Bond: \$ \_\_\_\_\_

\* If using multiple sureties

We, \_\_\_\_\_ as Principal, and \_\_\_\_\_ the above-identified Surety / Sureties authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto \_\_\_\_\_, the penal sum of (Total Penal Sum of Bond) \_\_\_\_\_ (\$ \_\_\_\_\_), being not less than one hundred percent of the estimated contracted cost of the work,

[Add If applicable: provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety,] and

WHEREAS, the Principal has entered into a contract with \_\_\_\_\_, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as a person claiming to have supplied labor or materials for the prosecution of the work provided for in the contract, including any person having direct contractual relationship with the contractor furnishing the bond or direct contractual relationship with any subcontractor, or an assignee of such person, or a person claiming moneys due the State Accident Insurance Fund Corporation, the State Department of Employment Trust Fund or the Department of Revenue in connection with the performance of the contract.
2. The Principal and Surety hereby jointly and severally agree with City that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, has an action on this bond for such sum or sums as may be justly due claimant, and may have execution hereon. City shall not be liable for the payment of any costs or expenses of any such suit or action.
3. No suit or action shall be commenced hereunder by any claimant:
  - (a) Unless the claimant has sent the written notice required under ORS 279C.605 to the Principal and to City's Finance Director by registered or certified mail, or by hand delivery, no later than 180 days after the claimant last provided labor or furnished materials, or within 200 days if the claim is for a required contribution to a fund of an employee benefit plan;
  - (b) Later than two years after the claimant last provided labor or materials.
  - (c) Other than in the Circuit Court of Washington County, Oregon or in the United States District Court for the District of Oregon and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against the improvement, whether or not claim for the amount of such lien be presented under and against this bond.

This bond is given and received under authority of ORS Chapters 279C and 351, the provisions of which hereby are incorporated into this bond and made a part hereof. The surety, for value received, hereby agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it hereby waives notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

Nonpayment of the bond premium will not invalidate this bond nor shall \_\_\_\_\_, be obligated for the payment of any premiums.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL:** \_\_\_\_\_  
 BY \_\_\_\_\_  
 TITLE \_\_\_\_\_  
 ATTEST: \_\_\_\_\_  
                   Corporate secretary

**SURETY:** \_\_\_\_\_  
*Add signatures for each surety if using multiple bonds*

**BY ATTORNEY IN FACT:**  
*Power-of-Attorney must accompany each surety bond*

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

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

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

**M.3 NOTICE TO PROCEED**

**[FORM]  
NOTICE TO PROCEED**

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

Project: \_\_\_\_\_

Project Number: \_\_\_\_\_ City P.O. #: \_\_\_\_\_

You are notified to commence Work on \_\_\_\_\_, 20\_\_ in accordance with the Contract dated \_\_\_\_\_ 20\_\_ and you are to complete the work within (\_\_\_\_) consecutive calendar days thereafter. The date of completion of all Work is therefore \_\_\_\_\_, 20\_\_.

**The City of Wilsonville**

By:  
Name:  
Title:

**ACCEPTANCE OF NOTICE TO PROCEED**

Receipt of this NOTICE TO PROCEED is acknowledged on \_\_\_\_\_, 20\_\_.

**Contractor:**

By:  
Name:  
Title:

**Contractor's Performance Bond Co.:**

Bond No.:  
Contact Person:  
Address:  
Phone:

**Contractor's General Liability Ins. Co.:**

Policy No.:  
Contact Person:  
Address:  
Phone:

---

END OF GENERAL CONDITIONS

**Exhibit 3**  
**CITY OF WILSONVILLE**  
**SUPPLEMENTAL GENERAL CONDITIONS FOR PUBLIC IMPROVEMENTS CONTRACTS**

**Project Name:**  
**WRWTP Expansion / Upgrade**

The following modify the City of Wilsonville General Conditions (General Conditions) for Public Improvement Contracts, for this Contract. Conflicts between the City of Wilsonville General Conditions and these Supplemental Conditions are resolved in favor of these Supplemental Conditions. Where a portion of the General Conditions is modified by these Supplemental General Conditions, the unaltered portions shall remain in effect.

**1. Add to existing Section B.4:**

“The CM/GC shall obtain required permits for the project of the type identified in Group “R” of APPENDIX 9.1 Cost Classification Matrix of the RFP.”

**2. Add to existing Section C.1:**

“CM/GC and all subcontractors, shall comply with ORS 279C.800 through 279C.870.

The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications of Oregon Bureau of Labor and Industries ("BOLI"): “Prevailing Wage Rates for Public Works Contracts in Oregon” (Region 2) dated July 1, 2021” and all applicable amendments and corrections to amendments subsequently issued and dated \_\_\_\_\_ (fill in date(s) of amendments), up to and including \_\_\_\_\_ (fill in date). The state prevailing wage rate publication is available at <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. BOLI staff is available to assist in determining the applicable wage rates by calling (971) 673-0839. Once established, the prevailing wage rates will then be in effect for the remainder of the Contract. The Construction Phase Services will take place in Clackamas County, Oregon.

The rates in effect at the time the CM/GC contract becomes a public works contract are the applicable rates to be used for the duration of the project. The CM/GC contract becomes a public works contract either when the contract first constitutes a binding and enforceable obligation on the part of the CM/GC to perform or arrange for the performance of construction, reconstruction, major renovation or painting, or when the CM/GC contract enters the construction phase, whichever occurs first.

For example, the CM/GC will have a binding and enforceable obligation to perform or arrange for the performance of construction after the public agency and CM/GC commit to the guaranteed maximum price. The CM/GC contract enters the “construction phase” when the agency first authorizes the performance of early construction-type work directly related to the public works project.”

**3. Add new Section G.3.12:**

“Professional Liability Insurance: Prior to the beginning of work on any design-build components of the Project, the Contractor shall provide to the Owner certificates of insurance for Commercial General Liability in an amount not less than \$5,000,000, including Product Liability and Completed Operations,

from the manufacturers of any such design-build components, unless such design-build components are "off-the-shelf" products purchased from a supplier. All such certificates shall be in compliance with the Owner's contract requirements.

For those elements requiring design or calculations performed by a professional engineer, the Contractor shall obtain from the Engineer, if not an employee of Contractor, and provide to the Owner, similar certificates of Commercial General Liability coverage. The Engineer shall also provide the Owner with proof of coverage for Professional Liability insurance covering any damages caused by any negligent error, omission, or any act for the project, its drawings and project manual, and all related work products of the Engineer. The policy may be either a practice-based policy or a policy pertaining to the specific project. Professional Liability insurance to be provided shall have a combined single limit of not less than \$5,000,000."

**4. Delete existing Section H.1.1, "Contract Period" and replace with:**

"**H.1.1** Time is of the essence under this Contract. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements of this Contract."

**5. Delete existing Section H.2 SCHEDULE and replace with:**

**H.2 SCHEDULE**

"Contractor shall provide, by or before the preconstruction conference, a detailed project Work schedule for review and acceptance by the Owner. The submitted baseline schedule must illustrate Work by significant Project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5% of the monetary value of the project or 5% of the available time. Schedules with activities of less than one day or valued at less than 1% of the Contract shall be considered too detailed and shall not be accepted. Schedules lacking adequate detail, or unreasonably detailed, shall be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Contractor shall provide an updated, full Project schedule with each payment request. In addition, twice monthly, the Contractor shall provide an updated three-week forward-looking schedule. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the contract completion date is float owned by the Owner. Use of float shall be negotiated. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Period but after Contractor's scheduled completion."

**END OF SUPPLEMENTAL GENERAL CONDITIONS**

**Exhibit 4  
CITY OF WILSONVILLE  
GMP AMENDMENT TO CM/GC CONTRACT**

**THIS AMENDMENT IS BETWEEN:**

**OWNER:** **City of Wilsonville**

**And**

**CONSTRUCTION MANAGER/  
GENERAL CONTRACTOR ("the CM/GC"):**

**The Project is:**

**Date of Original CM/GC Contract ("Contract"):**

**Date of this Amendment:**



The Owner and CM/GC amend the Contract as set forth below. Capitalized terms not otherwise used in this Amendment shall have the meanings given in the Contract. Except as amended, the Contract remains in full force and effect.

1. GMP. The parties agree that the GMP for the Project is \$ \_\_\_\_\_, consisting of the Preconstruction Fee, the Estimated Cost of the Work and the CM/GC Fee (stated as a fixed dollar lump sum amount), as follows:

Preconstruction Fee:	\$ _____
Estimated Cost of Work (Est. COW):	\$ _____
CM/GC Fee (Fixed Dollar Amount):	\$ _____
GMP (Total of above categories):	\$ _____

For purposes of determining the GMP, the Estimated Cost of the Work includes the CM/GC's Contingency, the Fixed Cost for GC Work, and the costs of all components and systems required for a complete, fully functional Project.

2. Basis of GMP. The GMP is based on the GMP Supporting Documents attached as Attachments A-E (\_\_\_\_ pages) including:
  - A. A list of the Plans and Specifications, including all addenda thereto and the conditions of the Contract, which were used in preparation of the GMP proposal.
  - B. A list of allowances and a statement of their basis.
  - C. A list of the clarifications, exclusions and assumptions made by the CM/GC in the preparation of the GMP proposal to supplement the information contained in the Plans and Specifications.
  - D. The proposed GMP, including a statement of the estimated cost organized by major elements of work, trade categories, allowances, contingency, and other items and the associated fees that comprise the GMP in a format mutually agreed to.
  - E. A detailed Critical Path Diagram Schedule illustrating the sequence of construction and duration of work activities included in the GMP.
  - F. The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.
3. Bonds. CM/GC shall obtain new payment and performance bonds, or increase the amount of the performance and payment bonds previously provided in connection with this CM/GC Contract, as required by Section G of the General Conditions, so that each new bond, or with respect to increases in existing bonds, the sum amount of each existing bond and the increase in the amount of each such existing bond, shall equal or exceed the GMP, prior to supplying any labor or materials for prosecution of the Work under this GMP Amendment.
4. Tax Compliance. By signature of this Contract, the undersigned certifies under penalty of perjury that the undersigned is authorized to act on behalf of CM/GC and that CM/GC is, to the best of the undersigned knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321, and 323; the elderly rental assistance program under ORS 310.630 to

310.706, and local taxes administered by the Department of Revenue under ORS 305.620 and, finally, the City of Wilsonville business license fee under Wilsonville Code.

THIS GMP AMENDMENT TO CM/GC CONTRACT is executed in two (2) original copies of which one is to be delivered to the CM/GC, and the remainder to Owner.

**CM/GC:**

**OWNER:**

CM/GC

CITY OF WILSONVILLE

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

Employer I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Adams, Assistant City Attorney  
City of Wilsonville, Oregon

**Exhibit 5**  
**CM/GC KEY PERSONNEL**

The following shall be considered Key Personnel and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld according to Article 4.6.of the CM/GC Contract.

1. Construction Manager
2. General Superintendent,
3. Construction Engineer
4. Field Engineer
5. Accountant
6. Chief Engineer
7. Lead Estimator
8. Lead Scheduler
9. Procurement Lead
10. Area or Discipline Construction Supervisory Leads

Key personnel shall be defined as those with roles similar to those described above regardless of specific title.

**Exhibit 6**  
**REIMBURSABLE TRAVEL AND PER DIEM EXPENSES**

The Owner shall reimburse CM/GC for any allowable travel and per diem subsistence expenses more particularly described below. Charges for travel expenses will be reimbursed at cost, but not in excess of the rates stated below. These rates are as follows:

<b>Air fare</b> (coach class only)	At cost
<b>Car rental</b> (intermediate or smaller)	At cost
<b>Personal vehicle mileage</b>	\$0.575 per mile
<b>Lodging</b>	At cost (not to exceed \$136 per night)
<b>Meals:</b> (reimbursable only when associated with overnight travel)	
<b>Breakfast</b> (in State)	\$9.00
<b>Lunch</b> (in State)	\$14.00
<b>Dinner</b> (in State)	\$23.00

Requests for reimbursement of allowable expenses, except meals, must include documentation of actual expenditures.

**Exhibits 7 (RFP) and 8 (Proposal) to be attached at contract execution**



# City of Wilsonville REQUEST FOR PROPOSALS

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## For CM/GC Services WRWTP Expansion/Upgrade Project CIP #1144

A **non-mandatory pre-proposal meeting** will be hosted by the City and Design Consultant on June 24, 2021 at 1 p.m. Information will be collected from prospective Proposers by 5 p.m. on June 18, 2021 for participation in this meeting.

**DATE & TIME PROPOSALS ARE DUE:  
July 8, 2021 at 2 p.m.**

**SUBMIT PROPOSALS TO:**

City of Wilsonville  
Attn: Mike Nacrelli  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

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## LEGAL ADVERTISEMENT

### CITY OF WILSONVILLE REQUEST FOR PROPOSALS

for  
CM/GC Services

#### Willamette River Water Treatment Plant (WRWTP) Expansion/Upgrade Project CIP#1144

The City of Wilsonville is seeking proposals from qualified firms (Proposers) to provide construction manager/general contractor (CM/GC) services for construction for the WRWTP Expansion/Upgrade Project to expand the plant's maximum capacity from 15 to 20 million gallons per day (mgd) as well as make improvements to life-safety, seismic, electrical and operations and maintenance (O&M). Long-term planning for a future expansion to 30 mgd is also being addressed. The goal for this Project is to complete all construction by June 2023. This Project does not involve federal funds.

A **non-mandatory** pre-proposal meeting will be hosted by the City and Design Consultant at 1 p.m. on June 24, 2021. Information will be collected from prospective Proposers by 5 p.m. on June 18, 2021 for participation in this meeting, and Proposers will then receive a calendar invite. Questions regarding the procurement process will be accepted up to 5 p.m. on July 2, 2021 and will be addressed in an addendum.

Sealed proposals for the Water Treatment Plant Expansion project will be received at Wilsonville City Hall located at 29799 SW Town Center Loop East, Wilsonville, OR 97070 until **July 8, 2021 at 2:00 pm**. Proposals will be scored and ranked in accordance with the criteria listed in the RFP. Proposals received after the listed time and date due will be returned unopened and without review. Electronically mailed proposals will not be accepted.

The Request for Proposal (RFP) documents may be downloaded at [www.questcdn.com](http://www.questcdn.com), Project #7880578. For assistance with free registration or downloading, contact QuestCDN customer service at (952) 233-1632.

Proposers are required to certify non-discrimination in employment practices in accordance with Oregon Revised Statutes (ORS) 279A.110(4), and identify resident status as defined in ORS 279A.120(1). Pre-qualification of Proposer is not required. All Proposers are required to comply with the relevant provisions of ORS Chapters 279A and 279C and the City's Contract Review Board policy, in addition to all other applicable laws.

The City reserves the right to 1) reject any or all proposal not in compliance with this RFP or the laws and rules that apply to this solicitation, 2) postpone award of the contract for a period not to exceed ninety (90) days from date of proposal opening, 3) waive informalities in the proposals, and 4) select the proposal which appears to be in the best interest of the City.

Direct any questions regarding this solicitation to Mike Nacrelli at (503) 570-1540 or [mnacrelli@ci.wilsonville.or.us](mailto:mnacrelli@ci.wilsonville.or.us).

As advertised in the Daily Journal of Commerce on June 14 and 16, 2021.

## **SECTION 1: INTRODUCTION AND BACKGROUND**

### **1.1 Introduction**

The Willamette River Water Treatment Plant (WRWTP or plant) was commissioned in 2002 to serve the City of Wilsonville (City) with an initial capacity of 15 million gallons per day (mgd) and with space to expand to 60 mgd in the future. The City has held an agreement with Veolia to operate and maintain the plant since it was initially commissioned. The City of Sherwood began taking water from the plant (via Wilsonville's distribution system) in 2013 and the plant then changed operations from daily start-stop to continuously operating on a 24/7 basis.

### **1.2 Background**

The City requests proposals from qualified firms (Proposers) to provide construction manager/general contractor (CM/GC) services for construction of improvements to the existing Willamette River Water Treatment Plant to meet future capacity and improve operational and safety measures.

The City intends to select a single successful Proposer for the Project and contract with the Proposer for both Preconstruction Phase Services (Section 2.1.1) and Construction Phase Services (Section 2.1.2), with agreements and fee negotiations for each service phase. Preconstruction Phase Services will begin as soon as the parties enter into a CM/GC Contract (Appendix 9.3). At or before the completion of the design phase, the City will request the Proposer to provide a Guaranteed Maximum Price (GMP) for the Construction Phase Services of the project. If the City agrees to the GMP and the parties execute a GMP Amendment to the Contract, the selected Proposer will assume the risk of delivering the Project on schedule at or under the GMP. Construction Phase Services may begin sooner than agreement on a GMP if the parties agree to a contract amendment for early work (Early Work Amendment).

In accordance with ORS 279C.337, the City is using the request for proposals (RFP) process to evaluate Proposer capabilities with respect to the evaluation criteria set forth in Section 5. The City may select two or more Proposers to be interviewed by the selection committee. If selected, the Proposer will function as part of a collaborative team composed of the Proposer, the City, the City's contracted Operator, and the City's design consultant / Engineer, Stantec Consulting Services, Inc. (Stantec).

This WRWTP Expansion/Upgrade Project (Project) will expand the plant's maximum capacity from 15 to 20 million gallons per day (mgd) as well as make upgrades that will optimize performance and extend the useful life of the plant facilities. Long-term planning for a future expansion to 30 mgd is also being addressed. The WRWTP 2017 Water Master Plan (WMP) established a "road map" to expand plant capacity to 20 mgd to meet increasing water demand from the Cities of Wilsonville and Sherwood. The WMP also identified improvements to life-safety, seismic, electrical and operations and maintenance (O&M) at the WTP.

This Project will be implemented using the Construction Manager/General Contractor (CM/GC) delivery method. It is anticipated that the selected CM/GC will be under contract to the City in August 2021 and will then begin working with the City and Design / Operations Team to review and comment on the 60% design, and complete the 90% design as part of its Pre-Construction Services. The Basis of Design Report (BDR) and 30% design documents have been completed and provide an overview and understanding of the various plant elements which require expansion and upgrades. Proposers who return the Confidentiality Agreement in Section 6 to the City's Single Point of Contact listed in paragraph 3.9 will be provided with these reference documents.

One unique aspect of this Project is that a Pilot Filtration Study (Pilot Study) is currently being completed as a requirement by the Oregon Health Authority (OHA) in order to up-rate the existing four deep-bed, granular media filters to provide 20 mgd of filtration capacity using filtration rates > 6 gpm/sf. Additionally, the existing Actiflo clarification system is proposed to be up-rated to 20 mgd.

A separate Owner, the Willamette Water Supply Program (WWSP) is currently completing a separate Raw Water Facility (RWF) project at the WRWTP Intake / Raw Water Pump Station (RWPS) including building upgrades, new pumps, and new raw water pipeline to serve a separate WTP in Sherwood. Construction of the WWSP project will continue through 2022. The WWSP project will significantly impact the WRWTP including plant access and many required plant shutdowns to accommodate construction activities. The CM/GC must work closely with the City and project team to develop a Maintenance of Plant Operations (MOPO) plan focused on methods to minimize the potential for construction activities to impact plant production and operating requirements.

### **1.2.1 Project Summary**

A brief summary and description of each construction element are provided below.

#### Raw Water Pump Station

- Install a new 5 mgd pump and motor to replace the existing 4 mgd pump
- The RWPS is currently being re-configured as part of the WWSP, and the Program is re-locating two of the RW Pumps used for the WRWTP

#### Finished Water Pump Station

- Install two new pumps (5 mgd and 7.5 mgd) and motors and new VFDs, in two of the “empty” slots

#### Clearwell

- Install baffle system inside existing clearwell for 30 mgd disinfection capacity using free chlorine
- The clearwell cannot be drained for this work, so installation must be completed with divers and while the FW pumps are not operating – multiple plant shutdowns will be required

#### Electrical/Power Supply System

- Install a new 2 MW/480v standby generator with belly fuel tank
- Install a new electrical bldg. equipped with 480v switchgear for future 30 mgd buildout
- Upgrades to existing 4,160v switchgear building and system to last for 10-15 years
- Remove existing 1 MW backup generator and turn this room into a workshop
- Remove/demo the existing 480v switchgear and enclosure
- Various other electrical system upgrades
- Numerous plant shutdowns will be required to complete this work, and careful coordination with plant staff is required

#### Ozonation System

- Replace the two existing 300 ppd generators with two new 300 ppd generators
- Provide/install a new ozone generation control system to allow variable gas flow or constant gas flow
- Install a new cooling water system
- Install a new nitrogen boost system
- Replace the existing ozone off-gas destruct units with new units
- Add new Gaseous Oxygen (GOX) auto-shutoff valves
- Numerous plant shutdowns will be required to complete this work, and careful coordination with plant staff is required

#### Chemical Systems

- Various upgrades including seismic

### Residuals Handling Systems

- Replace the existing 500 gpm/5 Hp Washwater Recycle (WWR) pumps and motors with new 500 gpm pumps inside the Pump Room atop the Define Basin
- Replace the two existing Variable Frequency Drives (VFDs) with new VFDs and install a 3<sup>rd</sup> VFD inside the Pump Room
- Install a sparging system in the pumping wetwell of the WWEQ Basin and connect the piping to the existing UW piping, with valve/controls

### Seismic/Structural

- Seismic upgrades to the Dewatering Building
- Seismic upgrades to the FWPS near the roof-line

### Civil/Sitework

- Roadway improvements near liquid oxygen (LOX) tank
- Roadway improvements to “replace” roundabout
- Extension of chemical piping utilidor system

## **SECTION 2: SCOPE, SCHEDULE, COST AND TERMS**

### **2.1 Scope of Work: Overview**

The total construction budget for the Project is in the range of \$12.1 million to \$17.1 million. Services to be performed by the selected Proposer include:

#### **2.1.1 Scope of Work: Preconstruction Phase Services**

For Preconstruction Phase Services, the Proposer will provide consultative and preliminary budgeting services during Project design. Proposers are to indicate the Preconstruction Phase Services fixed fee on the CM/GC Fee and Schedule Proposal Form (Appendix 9.2). The City anticipates that the specific scope of Preconstruction Phase Services will be negotiated prior to signing the CM/GC Contract, based on the Proposer's input as well as the City's requirements.

The City reserves the right, at its sole discretion, to choose not to continue the CM/GC Contract beyond the completion of Preconstruction Phase Services, to start a new process for the construction of the Project, to terminate the contract and award a replacement contract to the next highest rated Proposer from this solicitation, or to solicit bids from qualified contractors for the construction of the designed structure.

Refer to Article 3.1 of the CM/GC Contract (Appendix 9.3), for the scope of Preconstruction Phase Services under this contract.

#### **2.1.2 Scope of Work: Construction Phase Services**

The City expects that the GMP will be requested during the Preconstruction Phase Services for this project after design documents are fully or nearly fully developed. The established GMP will be the maximum amount paid for construction, unless scope changes are requested in writing by the City. Acceptance of the GMP by contract amendment (GMP Amendment) will constitute completion of Preconstruction Phase Services, and that GMP Amendment will initiate the Construction Phase Services for the project. In the event the parties agree to an Early Work Amendment, Construction Phase Services may begin sooner.

At the time of execution of the GMP Amendment or an Early Work Amendment, the Proposer will be required to submit a 100% Faithful Performance Bond (performance bond) and a 100% Labor and Material Payment Bond (payment bond) for either the early work or completion of the project, as applicable. The performance bond form (Appendix 9.3, Exhibit 2, Section M.1) and payment bond (Appendix 9.3, Exhibit 2, Section M.2) are included in the current City General Conditions for Public Improvement Contracts (General Conditions), which are incorporated into the CM/GC Contract as Exhibit 3 and attached to this RFP in Appendix 9.3.

The City reserves the right to delay commencement of Construction Phase Services with the understanding that the GMP for Construction Phase Services may need to be adjusted if the delay is for a substantial period.

Refer to Article 3.2 of the CM/GC Contract (Appendix 9.3), for the full scope of Construction Phase Services under this contract.

#### **2.1.3 Scope of Work: Construction Management Services**

Throughout the Preconstruction and Construction Phase Services of the project, the Proposer shall provide CM Services by joining the project team, currently including the City and Stantec, during the design phase, to collaborate on constructability, construction sequence, cost, maintenance of plant operations, schedule, design development, and the preparation of the design documents.

Refer to Article 3.3 of the CM/GC Contract, attached as Appendix 9.3, for the full scope of Construction Management Services under this contract.

## 2.2 Schedule of Work

City expects the selected Proposer to begin to provide Preconstruction Phase Services upon execution of the CM/GC Contract, anticipated to begin August 2021. Preconstruction Phase Services shall continue through the completion of the Project final design. Upon completion of design and upon successful negotiation of the GMP, a Notice to Proceed will then be issued for construction. The preliminary Project schedule is shown below.

	Start	End
Pilot Plant	<ul style="list-style-type: none"> <li>• Third Testing Period January 2021</li> <li>• Fourth Testing Period May 2021</li> <li>• Final Report July 2021</li> <li>• OHA approves up-rating August 2021</li> </ul>	
BDR		End of December 2020
30%	Beginning of January	End of March 2021
Land Use Permitting	March 2021	July 2021
CM/GC pre-construction services	August 2021	November 2021
Detailed Design		
60%	April 2021	July 2021
90%	August 2021	October 2021
100%	November 2021	December 2021
CM/GC GMP Finalized		December 2021
Construction ends (18-24 months)		June 2023

## 2.3 Estimated Cost of Work

The Proposer's proposal must include the Proposer's true estimated cost or fixed price estimate to perform the Work irrespective of the City's budgeted funds for this work. If the City and the Proposer are unable to agree on the terms of a final construction contract or if the project does not proceed to construction, then the Proposer shall be reimbursed for the actual costs of the actual services provided during the Preconstruction Phase Services, up to the not-to-exceed amount. In preparing the Preconstruction Fee for Appendix 9.2 CM/GC Fee and Rate Proposal Form, Proposer shall exclude costs associated with the work described in CM/GC Contract Sections 3.1.11 and 3.1.12.

## 2.4 Form of Contract; Insurance; BOLI PWR Requirement

The City intends to use the CM/GC Contract (Appendix 9.3) and the General Conditions (Appendix 9.3, Exhibit 2) as the basis for the final agreement. The City will enter into negotiations with the selected Proposer to determine final scope, description of services, schedule and cost and, if the negotiations are successful, will enter into an agreement similar to the attached CM/GC Contract. The General Conditions will be modified by Supplemental General Conditions. The current Supplemental General Conditions, subject to final negotiation, are attached as Appendix 9.3, Exhibit 3. To the extent the City desires to commence Preconstruction Phase Services in advance of final execution of the CM/GC Contract, the City may offer to retain the selected Proposer's Preconstruction Phase Services under a short-duration, interim, limited-scope personal services contract. The General Conditions and any Supplemental General Conditions will apply to the work of all subcontractors and to the work of the Proposer to the extent that they do not conflict with the CM/GC Contract.

All Proposers must identify in their proposal any terms and conditions of the CM/GC Contract and related contract documents they wish to negotiate. Failure to identify those terms in the proposal may result in termination of negotiation with the selected Proposer. The City does not intend to engage in protracted negotiations or entertain requests for excessive, inappropriate or unnecessary changes to the attached CM/GC Contract. If the City determines in the exercise of its sole and absolute discretion that requested changes are

excessive, inappropriate or unnecessary, the City may terminate the negotiations and negotiate with another Proposer from among the remaining Proposers.

The initial scope of the CM/GC Contract will be limited to Preconstruction Phase Services only. These activities will include constructability review, value engineering and cost estimating relating to schematic design, design development and construction documents, as more fully described in Section 2.1. The Proposer will submit a final construction cost estimate at the end of each service phase for review and approval by the City and will work with the City and Stantec to reconcile any discrepancies. The reconciled estimate will constitute a price acceptable to the Proposer as a GMP for the work.

Acceptance or rejection of the construction cost estimate for the final construction documents will constitute completion of Preconstruction Phase Services. If Construction Phase Services are added to the CM/GC Contract through authorization of Early Work or acceptance of a GMP, an amendment to the CM/GC Contract will be executed. If an amendment is executed, a 100% performance bond and a 100% payment bond for the completion of the work under an Early Work Amendment, or GMP Amendment, as applicable will be required.

During the term of any CM/GC Contract resulting from this RFP, the Proposer shall maintain in force, the insurance required by the Contract Documents (see General Conditions and Supplemental General Conditions). A CM/GC Contract will not be executed, and the City will not issue a Notice to Proceed (Appendix 9.3, Exhibit 2, Section M.3), until acceptable proof of insurance coverage is received.

If the City chooses not to continue the CM/GC Contract beyond the completion of Preconstruction Phase Services activities, the Proposer's compensation shall be limited to the Preconstruction Phase Services for work completed up to the maximum not-to-exceed fee stated in the CM/GC Contract.

The Proposer and all subcontractors shall comply with the applicable provisions of Oregon Revised Statutes (ORS) 279C.800 through 279C.870 relative to Prevailing Wage Rates (PWR), and as provided in the General Conditions. The Bureau of Labor and Industry (BOLI) Prevailing Wage Rates applicable to this project will be identified at the time the initial set of construction specifications are made available and are incorporated into the first Early Work Amendment, or, if no Early Work Amendment occurs, then at the time of the GMP Amendment. Those rates will then apply throughout the project. However, as required by ORS 279C.836, before commencing work under the CM/GC Contract, the Proposer shall obtain and file the required public works bond and shall verify that its subcontractors have filed their public works bonds before allowing them to begin work on the project. The City shall pay the required PWR fee to the BOLI per administrative rules.

See Article 3.2.5 of the sample CM/GC Contract for further information about wage rate compliance, and the General Conditions, Sections C.1 and C.2 regarding wage rate compliance and payroll certification, and Section G.2.3 regarding requirements for a public works bond.

## **2.5 Term of Contract and Availability of Funds**

In addition to the terms contained in Article 14 of the CM/GC contract (Appendix 9.3), any contract awarded pursuant to the RFP that has a term of more than one year will include a non-appropriation clause. Continuation or extension of the contract after the end of the fiscal period in which the contract takes effect shall be contingent upon a new appropriation for each succeeding fiscal period. If sufficient funds are not provided in future approved budgets of City (or from applicable federal, state, or other sources) to permit the City in the exercise of its reasonable administrative discretion to continue the contract, the City may terminate the contract without further liability by giving Proposer reasonable notice.

## **2.6 Business License/Taxpayer Id Number**

A Proposer awarded a contract shall obtain a City business license, as required by Wilsonville Code Section 7.300, prior to beginning work under this contract and must pay all fees due under the Business License Law during the term of the contract.

A Proposer awarded a contract shall complete an Internal Revenue Service (IRS) Form W-9 for the City and provide the City with either the Proposer's Social Security Number or federal taxpayer ID number. Social Security Numbers provided pursuant to this requirement will be used for the administration of state, federal and local tax laws.

**2.7 Nondiscrimination**

In performing the work called for by this RFP, the Proposer shall comply with all federal, state and local civil rights and rehabilitation laws prohibiting discrimination because of race, sex, national origin, religion, age or disability, and shall comply with all applicable provisions of ORS 279C.500 through 279C.565.



## SECTION 3: PROPOSAL PROCESS

### **3.1 Pre-Qualification of Proposers**

The Proposer must be currently licensed by the Oregon Construction Contractors Board (CCB). The failure of a proposer to have a current, valid license issued by the CCB at the time the proposal is submitted will result in the City considering the proposal non-responsive.

### **3.2 Non-Mandatory Pre-Proposal Meeting**

A non-mandatory pre-proposal meeting will be hosted by the City and Design Consultant at 1 p.m. on June 24, 2021. **Proposers must submit the following information to Mike Nacrelli, PE at [mnacrelli@ci.wilsonville.or.us](mailto:mnacrelli@ci.wilsonville.or.us) by 5 p.m. on June 18, 2021 to participate in this meeting.** Proposers will then receive a calendar invite for the meeting.

- Name
- Proposer Name
- Phone Number
- Email Address(es) (note: meeting invite will be sent to this address)
- Attendee Type (Prime, Subcontractor, Vendor, Professional Services)

### **3.3 Proposal Deadline and Submittal Information**

Proposals will be received until 2 p.m. on July 8, 2021. Late or faxed transmitted proposals shall not be accepted. There will be no formal opening of the proposals.

### **3.4 Procurement Method**

The City is conducting this RFP under authority of ORS 279C.335 and ORS 279C.337 to procure CM/GC services for the planning, design and construction of the project described above. On March 16, 2020, the Wilsonville City Council authorized the City to use the CM/GC contracting method based on findings adopted by the Contract Review Board in support of the City's request for an exemption from competitive bidding requirements. The City seeks proposals that will enable the City to determine which Proposer and solution will best meet the City's needs. The City expects that this RFP will result in a single contract with a single vendor for the preferred solution.

Although price is a consideration in determining the apparent successful Proposer, the intent of the RFP is to identify a proposal from a Proposer that has a level of specialized skill, knowledge and resources to perform the work described in the RFP. Qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in the selection process. Due to the nature of some of these tasks, the Proposer with the lowest priced proposal may not necessarily be awarded a contract. The City reserves the sole right to determine which proposal best serves the City's interests.

### **3.5 Selection Procedure and Timetable**

The selection procedure is intended to evaluate the capabilities of interested Proposers to provide professional Preconstruction Phase Services and Construction Phase Services to the City for this project. The selection committee will evaluate the responses to the RFP. Based on this evaluation, the highest scoring Proposers will be selected for final consideration through optional interviews and/or further investigation of references.

Following any optional interview, the City will issue the Notice of Intent to Award to all Proposers of the highest ranked Proposer. The notice shall serve as notice to all Proposers that the City intends to negotiate and to make an award. The Notice of Intent to Award shall be posted on the City's website. Final award of the contract requires the approval of City Council.

The City reserves the right to modify this schedule at the City's discretion. Proper notification of changes will be made to all interested parties.

Event	Completion Date & Time
<b>RFP Schedule</b>	
Legal advertisement and release of RFP	June 14, 2021
Non-mandatory pre-proposal meeting	1 p.m. on June 24, 2021
Deadline for RFP protests or requests for changes	5 p.m. on July 2, 2021
Deadline for submission of questions	5 p.m. on July 2, 2021
Deadlines for submission of proposals	2 p.m. on July 8, 2021
<b>Proposal Review Schedule</b>	
Selection committee recommendation	July 16, 2021
Contract negotiation with top Proposer	July 16 - July 30, 2021
Award of CM/GC Contract by City Council	August 16, 2021
Commencement of Preconstruction Phase Services	August 30, 2021

### 3.6 Interpretations and Addenda

All questions regarding this project proposal shall be directed to Mike Nacrelli, PE, Project Manager, at [mnacrelli@ci.wilsonville.or.us](mailto:mnacrelli@ci.wilsonville.or.us). If necessary, interpretations or clarifications in response to such questions will be made by issuance of an addendum to all prospective proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City will extend the closing date.

Proposers are responsible for checking for addenda on [www.questcdn.com](http://www.questcdn.com) by entering #7880578 in the Project search feature. Proposers should visit [www.questcdn.com](http://www.questcdn.com) in order to register to receive e-mail notification of any addenda issued for this specific proposal document. Upon receipt of the e-mail notification, proposers are responsible to download the document.

Any addendum issued as a result of any change in the RFP must be acknowledged on the Signature Page (Section 7) to be submitted as part of any proposal.

Only questions answered by formal written addenda are binding. Oral and other interpretations or clarifications are without legal effect.

### 3.7 Protests

Address any protests via email to:

City of Wilsonville  
Attn: Mike Nacrelli  
[mnacrelli@ci.wilsonville.or.us](mailto:mnacrelli@ci.wilsonville.or.us)

with a copy to:  
Ryan Adams, Assistant City Attorney  
[radams@ci.wilsonville.or.us](mailto:radams@ci.wilsonville.or.us)

In subject line of email, state the following:

**CM/GC Services for WRWTP Expansion / Upgrade: PROTEST**

### 3.8 Specification/Term Protest

Ambiguities or problems with this RFP, its contract terms or specifications may be resolved by asking questions, seeking clarification, requesting changes or by filing a formal protest. Information provided below describes the appropriate process to pursue these options, should the need arise.

### **3.8.1 RFP Protest or Request for Change of Specifications or Terms**

A Proposer who believes any proposal specifications or terms detailed in this RFP (including its addenda, if any) are unnecessarily restrictive or limit competition may submit a protest or request for change, in writing, to Mike Nacrelli, PE, Project Manager, at [mnacrelli@ci.wilsonville.or.us](mailto:mnacrelli@ci.wilsonville.or.us). A request for change regarding the terms of this RFP may be submitted via email or facsimile. Any protest or request for change regarding the terms of this RFP shall include the reasons for the protest or request and shall detail any proposed changes to the specifications or terms. The City shall respond to any protest or request for change and, where appropriate, shall issue any revisions, substitutions, or clarification via addenda to all interested Proposers. To be considered, protests or requests for change regarding the terms of this RFP must be **received by 5:00 p.m. on July 2, 2021 and properly mark whether it is a protest or request for change of specifications or terms.** If a timely protest or request for change regarding the terms of this RFP is received, the proposal opening date may be extended, if necessary, to allow consideration of the protest or request for change and issuance of any necessary addenda to the proposal documents.

### **3.8.2 Exclusion Protest**

Upon City's issuance of the notice of (a) Proposers to be interviewed or (b) Proposers invited to engage in discussion, a Proposer may protest its exclusion from the top tier as set forth in WCC 2.318. An Affected Proposer may protest, for any of the bases set forth in WCC 2.318 (1). Failure to so protest shall be considered the Proposer's failure to pursue an administrative remedy made available to the Proposer by the City.

### **3.9 Single Point of Contact**

All questions or requests regarding the procurement process shall be directed to Mike Nacrelli, PE, Project Manager, at [mnacrelli@ci.wilsonville.or.us](mailto:mnacrelli@ci.wilsonville.or.us). The RFP document may be reviewed upon request at the Wilsonville City Hall.

### **3.10 Project Manager**

The Project Manager for WRWTP Expansion/Upgrade Project will be Mike Nacrelli, who can be reached by telephone at (503) 570-1540 or by email at: [mnacrelli@ci.wilsonville.or.us](mailto:mnacrelli@ci.wilsonville.or.us)

## **SECTION 4: PROPOSAL CONTENT AND FORMAT**

Proposals must address all submission requirements set forth in this RFP and must describe how the services will be provided. Assume 8 ½ x 11-inch paper and single-spaced lines and a minimum 11-point font size. No particular form is required, and page limits are indicated below. In order to be considered for selection and possible contract, the proposal must be complete and include the following information. Joint proposals will not be accepted. Proposals that merely offer to provide services as stated in this RFP will be considered non-responsive.

In order to be considered for selection and possible contract, the proposal must be complete, in proper form (Section 4.1) and address all substantive requirements (Section 4.2). The City is not liable for any costs incurred by proposers in the preparation and presentation of their proposals.

### **4.1 Proposal Format and Administrative Requirements**

The City's proposal format and administrative requirements are set out below. These are intended to facilitate the City's ability to quickly and accurately evaluate proposals. Failure to follow these format and administrative requirements may affect the scoring of proposals.

#### **4.1.1 Cover Page**

Include a one-page cover letter with the submitted proposal. The cover letter is not counted in the total page count. Include the following information:

- The RFP Title
- The name, title, address, telephone number, e-mail address of Proposer's primary contact person
- The date of submission
- Indicate unique features of the Proposer's team that make it suited to undertake the work

Proposers may include other information on the cover page in addition to the above information.

#### **4.1.2 Table of Contents**

Include a table of contents with the submitted proposal. All material items comprising the proposal should be clearly identified and easily located. The table on contents page is counted in the total page count.

#### **4.1.3 Signature Page and Attestation of Compliance with Tax Laws**

The proposer must sign and submit the Signature Page (Section 7) Attestation of Compliance with Tax Laws (Section 8). The submission and signing of the Signature Page indicate the intention of the Proposer to adhere to the provisions described in this RFP. Sections 7 and 8 do not count in the total page limit required in this solicitation.

#### **4.1.4 Page Limit**

There is 30-page limit on proposals submitted in response to this procurement. This page limit does not include the cover page, required signatory pages (Sections 7 and 8), Forms 1 and 3, the CM/GC Fee and Rate Proposal Form (Appendix 9.2) and associated rate attachments, divider pages, and résumés. If providing résumés, please include those at the end of the proposal.

#### **4.1.5 Public Records, Trade Secrets and Confidential Information**

All proposals and all protests shall become the property of the City and a public record, subject to public disclosure as provided under Oregon's Public Records Law. During the evaluation and selection process, City shall treat proposals as exempt from public inspection. The City shall treat all protests as exempt from public inspection until the protest is finally resolved or the period ends. After the selection process is completed and notice of intent to award a contract has issued, City shall treat proposals as open to public inspection, unless exempt from public inspection by provision of applicable state or federal law.

If it is necessary to submit trade secrets or other confidential information in order to comply with the terms and conditions of this RFP, Proposers shall label any information that it wishes to protect from disclosure to third parties as a trade secret under ORS 192.345(2). Each page containing the trade secret or other confidential information must be so marked **at the top of each page in bold**. If the trade secret or confidential information is only on a portion of a page, Proposers must so identify the trade secret or confidential information **at the top of each page in bold and list the section title that is to be marked a trade secret or confidential information**.

The City shall take reasonable measures to hold in confidence all such labeled information, but shall not be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise and shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

In submitting a proposal, each Proposer agrees that the City may; (a) reveal any trade secret or other confidential materials contained in the proposal to City staff and to any outside consultant or third party who is hired by the City and (b) post the proposal on the City's intranet for purposes related to its evaluation and ranking. Furthermore, each Proposer agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Proposer has designated as a trade secret and/or as confidential information. Any Proposer that designates its entire proposal as a trade secret may be disqualified.

## **4.2 Substantive Requirements**

The following information is requested to allow the City to evaluate Proposer responsibility and responsiveness to perform work described Section 2. If a contract is awarded, City shall award the contract to the responsible Proposer whose proposal it determines in writing to be the most advantageous to the City based on the evaluation process and evaluation factors described in Section 5 of this RFP, any applicable preferences described in ORS 279A.120 and 279A.125 and, when applicable, the outcome of any negotiations authorized by the RFP. Other factors may not be used in the evaluation.

### **4.2.1 Background and Experience (20 points)**

Provide a narrative description of information identifying the Proposer's strengths and weaknesses along with special capabilities that are relevant to the Project. The Proposer shall address the following:

- Years in business
- Organizational and ownership structure
- Relationship to any parent, subsidiary or affiliated business entity
- Current number of employees
- Oregon CCB License Number
- General scope of services provided
- Principal areas of expertise
- Annual gross dollar value of construction projects in each of the last three years. Indicate percent of the value that was performed using the CM/GC delivery method.
- Provide a narrative description of Proposer's strength and weaknesses, along with special capabilities that Proposer has that may be appropriate to this Project.
- Provide Proposer's current experience modification rate (EMR) for workers' compensation insurance.
- List all construction disciplines Proposer would be capable of self-performing on this Project.
- Provide an overview of up to five (5) relevant CM/GC projects recently completed, including the following information:

- Brief description of the project
  - Brief description of the preconstruction services provided, if any
  - Original and final contract amount and number of change orders
  - Owner's reference name, along with the individual's contact information with current phone number
  - Architect's name and current telephone number, if applicable
  - Name and role of personnel proposed for this project that were involved in the past project
  - Location of the project and completion date
  - Originally scheduled and final completion dates
  - Any unusual project factors (e.g. Owner-initiated delays, additions to the work, etc.)
  - Total value of project claims that were litigated or arbitrated
- State whether Proposer is currently engaged, or has engaged, in the previous ten years, in arbitration, litigation, or other legal actions, either as plaintiff or defendant. State whether, during its last 10 years, Proposer has made a settlement (without specifying the amount), or has been ordered by a court or arbitrator to make a payment to a plaintiff or claimant, or has been found in violation of a regulatory statute which has resulted in a fine, disbarment, or other action by regulatory agencies (Note: Information agreed to be confidential need not be disclosed in the proposal).

#### **4.2.2 Key Personnel (25 points)**

Proposer shall address the following:

- Provide a list of names, primary office locations and roles of the key personnel to be committed to Preconstruction and Construction Phase Services of this project. Provide details and specific experience on why this staffing proposal represents an appropriately sized and skilled staff for the delivery of the Project including:
  - Identify the length of employment of Proposer's key personnel. If less than five years, provide prior work history going back at least five years.
  - The CM/GC process, including the role the key staff played in the preconstruction and construction phases of the prior work and any specific contributions
  - Projects of similar type, size and scope as the Project
  - Working under federal contracting code.
- Indicate the proposed staff time hours on each task during Preconstruction Phase Services. The staff time hours allocated for Preconstruction Phase Services shall be the basis for developing the Preconstruction Fee described in Section 4.2.5. If different personnel will be committed to different service phases (Preconstruction or Construction), note who will be assigned to which service phase.

#### **4.2.3 Project Approach and Understanding (30 points)**

Describe Proposer's approach for providing CM/GC services, as specified below. Note that the Project milestones are provided in Section 3.5.

##### **Technical Expertise**

- Describe how Proposer will integrate electrical expertise into preconstruction services.
- Describe Proposer's understanding of key technical challenges and approach to solutions.

### Cost and Quality Control

- Identify the potential for cost saving or constructability ideas for the project.
- Describe how Proposer will manage the work to control costs and optimize savings during the Preconstruction and Construction Phases Services. Indicate both the cost and quality control mechanisms Proposer intends to use on the Project, and how Proposer will help keep the Project on budget throughout the design phase with minimal redesign. Discuss Proposer's experience implementing target value design principles and other collaborative budgeting methods.
- Describe significant challenges Proposer faced in previous projects that required special attention. For each project challenge identified, list specific actions Proposer took to mitigate the problem faced.
- Proposer's approach for managing price volatility and market conditions when providing cost estimates during the design phase without being unduly restrictive.
- Proposer's expectations for labor and materials availability on this Project. Describe how anticipated challenges with availability of labor or materials could be mitigated.

### Project Schedule and Logistics

- Describe Proposer's typical approach to managing construction schedules and unforeseen circumstances or conditions. Describe Proposer's experience managing construction on constrained sites and Proposer's plan to minimize disruption on neighboring lots.
- Provide a preliminary schedule for the CM/GC work that identifies only major milestones and critical activities for the Project (a high level of detail is not expected). Include the following:
  - Timing to prepare cost estimates at key milestones
  - Timing to bid construction documents and finalize GMP
  - Estimated duration of construction and key milestones during construction
- Identify potential Maintenance of Plant Operations (MOPO) concerns and solutions
- Describe your approach for developing an effective MOPO plan and how the MOPO plan would be implemented in collaboration with WRWTP Operations staff

#### 4.2.4 Proposed Fees (25 points)

Proposer shall identify their Preconstruction Fee, CM/GC Fee, General Conditions Work Fee and CM/GC Rates in the attached CM/GC Fee and Rates Proposal Form (Appendix 9.2) and provide any supporting narrative, as requested in the descriptions below. The numbers below correspond to the form numbers. The Preconstruction Fee, CM/GC Fee and General Conditions Work Fee activities correspond to those identified in the Cost Classification Matrix (Appendix 9.1). The City recognizes that not all Proposers classify costs in the same way. The Cost Classification Matrix is provided to ensure proposers submit consistent cost information, which will facilitate a fair and consistent evaluation of proposals. Points for this section will be awarded as described in Section 5.2.

1. **Preconstruction Fee:** Provide Proposer's Preconstruction Fee for the Project as a maximum not-to-exceed price. Cost of these services will be paid on a cost reimbursement basis up to the stated maximum. This fee is for the Preconstruction Phase Services described in Section 2.1.1 and specified in the CM/GC Contract in Article 6. A detailed activity list is provided in the Cost Classification Matrix (Appendix 9.1). Describe the services to be provided during Preconstruction Phase Services, including:
  - Key staff assignments, and approximate hours of effort associated with each task
  - Primary office location to complete these services
  - General plan for accomplishing the tasks

2. **CM/GC Fee:** Provide Proposer's CM/GC Fee as a percentage of the Estimated Cost of the Work for the project. The Estimated Cost of the Work include the Construction Phase Services described in Section 2.1.2 and specified in the CM/GC Contract in Article 8. It shall be assumed for proposal evaluation purposes that the Estimated Cost of Work is \$10.7 million. The CM/GC Fee generally includes the overhead and general expense costs required to support construction operations, as detailed in the Cost Classification Matrix (Appendix 9.1).
3. **General Conditions Work Fee:** Provide Proposer's General Conditions Work Fee for the Project as a maximum not-to exceed price. See Section 2.2 for the preliminary schedule for the Project. The General Conditions Work Fee generally includes costs not included in overhead for site management, material handling and project management, as detailed in the Cost Classification Matrix (Appendix 9.1).
4. **CM/GC Fixed Fee:** As shown in Appendix 9.2, the CM/GC Fixed Fee is a total of the CM/GC Fee (#2) and General Conditions Work Fee (#3) and excludes the Preconstruction Fee.

**Rates:**

Proposers shall provide the following rates in the CM/GC Fee and Rates Proposal Form (Appendix 9.2):

5. **Performance and Payment Bonding Rate:** Proposer's current bonding rate that will be assessed for the Project, stated as a percent of the GMP-
6. **General Liability Insurance Rate:** Proposer's general liability insurance rate, stated as a percent of the GMP.
7. **Builder's Risk Insurance Rate:** Proposer's builder's risk insurance rate, stated as a percent of the GMP for a 30-month period. Note that the City may elect to directly obtain Builder's Risk Insurance.
8. **Staff Hourly Rates** (submit for informational purposes only): Proposer's hourly rates of personnel to be assigned for the Project. Rates shall be all-inclusive expect for allowable reimbursable costs. Attach separately to form.

**4.2.5 References – Not Scored**

Proposer shall provide the names, addresses, and current phone numbers of:

- Three (3) owners
- Three (3) engineers
- Three (3) subcontractors

These references should be from projects that have some relevance to the projects identified in this solicitation, particularly to CM/GC projects. Include references for projects that represent the work performed by the key personnel being proposed for the Project. City may check with these references and/or may check with other references associated with past work of Proposer. This section will not be scored, but the information obtained from reference checks will be used in and may affect the evaluation of the scored criteria. References will be contacted after the initial ranking of proposals, in conjunction with evaluation of short-listed Proposers. See Section 5.4 below for additional information about reference checks.



## **SECTION 5: PROPOSAL EVALUATION AND CONTRACT AWARD**

### **5.1 Selection Committee**

A selection committee of City staff and outside consultants with relevant expertise in the subject matter of this solicitation will review submitted proposals to evaluate the capabilities of interested Proposers to provide professional preconstruction and construction services to the City for the Project. Selection committee members will evaluate the proposals to determine which one best meets the needs of the City. The procurement will be conducted in accordance with the model rules the Attorney General adopts under ORS 279A.065(3).

### **5.2 Evaluation Criteria**

The City will select Proposer based on the evaluation of the written proposals and any interviews it conducts. The City may elect to interview all Proposers or only the highest-ranked Proposers. The City reserves the right to select Proposer based only on the evaluation of the written proposals and not conduct any interviews. Written proposals and interviews will be evaluated based on the following criteria. Award will be made to the highest ranked Proposer.

1. Background and Experience – **(20 points)**
2. Key Personnel – **(25 points)**
3. Project Approach and Understanding – **(30 points)**
4. Proposed Fees **(25 points)**
5. References **(Not Scored)**

#### **Total Maximum of 100 Points**

For scoring of the Proposed Fees (i.e., Preconstruction Fee, CM/GC Fee, General Conditions Work Fee, and Rates), the lowest-priced proposal for the combined total sum of costs over all categories will receive the maximum points available. If two or more proposals have the exact same lowest price, then they all receive the maximum points. For Rates, the percentages will be used to determine costs based on the assumed Cost of Work, and the Staff Hourly Rates will be used for informational purposes only.

Points will be based on the following formula:

(Lowest submitted fee / Proposal cost being scored) X (Maximum points available) = Pro-Rated Score (Rounded to the nearest tenth. For example – 23.3)

As an example, 25 points is the maximum to be awarded for price, and the lowest-priced proposal is \$10,000 and the proposal being scored is \$14,000, the \$14,000 proposal would receive 17.9 points based on the following calculation:

$(\$10,000/\$14,000) \times 25 \text{ points} = 17.9 \text{ points}$

### **5.3 Selection Process**

The proposal packages will be evaluated as follows:

1. Review for inclusion of all elements specified in Proposal Content and Format in Section 4. Any proposals that do not include all required elements may be rejected.
2. The selection committee will evaluate all responsive proposals using the criteria specified in Section 5.2 to rank and determine the top tier of responsible Proposers whose proposals appear to best meet the requirements of the City. Interviewing is optional and the Selection committee may make the selection from written proposals received.

3. If interviews are desired by the City, the City will select the top tier for the interview consisting of two (2) to three (3) Proposers.
4. The top-tier Proposers may be invited to give a presentation and interview with the selection committee. The presentation and interview will provide an opportunity to clarify or elaborate on the proposal but will not provide an opportunity to change any fee amount originally proposed. **Proposer interviews are tentatively scheduled for the week of July 12, 2021** and will be conducted via video conference. The City will finalize the schedule and time of these presentations and interviews and notify the selected Proposers.
5. Following any presentation and interview, the selection committee will score Proposers interviews against the criteria specified in Section 5.2. The points from the first evaluation will not be added to or otherwise made a factor in the second evaluation.
6. The Proposer who receives the highest point total following any presentation and interview will be considered the highest ranked Proposer. Award will be made to the highest ranked Proposer.

#### **5.4 Investigation of References**

The City may investigate the qualifications of a Proposer, including but not limited to: successful performance of similar services; compliance with specifications and contractual obligations; its completion or delivery of services on schedule; and its lawful payment of suppliers, subcontractors, and workers. The City may request references in addition to those provided by the Proposer, may investigate any references whether or not furnished by the Proposer, and may investigate the past performance of any Proposer. Reference checks may be done by any reasonable method, including an in-person interview, telephone interview or written questionnaire. Reference checks will be used in and may affect the evaluation of the scored criteria. References will be contacted after the initial ranking of proposals, in conjunction with evaluation of short-listed Proposers.

#### **5.5 Responsiveness and Responsible Determination**

As a condition to be awarded a contract, a proposal must be responsive, and a Proposer must meet the responsible Proposer requirements identified in ORS 279C.375 and Wilsonville City Code (WCC) 2.318.

##### **5.5.1 Responsiveness**

To be considered responsive, the proposal shall substantially comply with all requirements of the RFP and all prescribed public solicitation procedures. In making such evaluation, City may waive informalities and irregularities.

##### **5.5.2 Responsibility**

Prior to award of a contract, the City intends to evaluate whether the apparent successful Proposer meets the applicable standards of responsibility identified in ORS 279C.375. In addition, prior to award of a contract, the apparent successful Proposer must be duly licensed and registered as may be required by federal, state and local governments to provide the services described in Section 2. Submission of a signed proposal constitutes approval for City to obtain any information City deems necessary to conduct the responsibility evaluation. City shall notify the apparent successful Proposer in writing of any other documentation required. In conducting its responsibility evaluation, City may request information in addition to that already required in the RFP to the extent City, in its sole discretion, considers it necessary or advisable. City may postpone the award of the contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. The City may provide the apparent successful Proposer a reasonable opportunity to correct any licensing or registration deficiencies, so long as the opportunity does not unduly burden the City. Failure of the apparent successful Proposer to demonstrate responsibility, as required under ORS 279C.375, shall render the Proposer non-responsible and constitute grounds for offer rejection..

## **5.6 Contract Award and Related Procedures**

The City generally issues a Notice of Intent to Award in advance of the actual award of a contract procured through a RFP.

### **5.6.1 Award Consideration**

Whether to award a contract shall be determined by City in its sole and absolute discretion to be in its best interest. City reserves the right to withdraw any and/or all items from award consideration.

### **5.6.2 Award Recommendation**

The Notice of Intent to Award shall be the City's recommendation contained in the agenda item published in the City's Council agenda. Agendas for City Council meetings are posted on the City website at: <https://www.ci.wilsonville.or.us/meetings>. The decision by the City Council to award the contract shall constitute the final decision of the City to award the contract. Non-select proposers who wish to meet with the City in accordance with ORS 279C.337(2)(i)(D) may, upon request, do so by phone or videoconference on or about August 3, 2021.

### **5.6.3 Insurance Certification**

The apparent successful Proposer shall provide the City all required proofs of insurance related to Preconstruction Phase Services within ten (10) calendar days of the issuance of the Notice of Intent to Award. Failure to present the required documents within the ten (10)-calendar-day period may result in proposal rejection or delay of award of contract. Proposers are encouraged to consult their insurance agent(s) about the insurance requirements contained in the RFP prior to proposal submission.

## **5.7 Reservation of Rights**

City reserves all rights regarding the RFP, including, without limitation, the right to:

1. Seek clarification of a Proposer's proposal and obtain additional information to properly evaluate a proposal;
2. Amend, delay or cancel the RFP without liability if City finds it is in the best interest of the City to do so (see generally ORS 279B.100);
3. Reject any or all proposals received upon finding that it is in the best interest of the City to do so (see generally ORS 279B.100);
4. Waive any minor informality or non-conformance with the provisions or procedures of the RFP;
5. Reject any proposal that fails substantially to comply with all prescribed RFP procedures and requirements;
6. Negotiate a statement of work based on the scope of work described in this RFP and to negotiate separately in any manner necessary to serve the best interest of the public;
7. Amend any contract resulting from this RFP; and
8. Engage other vendors or consultants to provide or perform the same or similar goods or services as those described in this RFP.

**SECTION 6: ATTACHMENTS**  
**ATTACHMENT A: SUBCONTRACTOR DISCLOSURE FORM 1**

**Company Name:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_  
**LIST ALL SUBCONTRACTORS**

<b>ALL SUBCONTRACTORS</b> (Use the Subcontractors complete legal name)	<b>DESCRIPTION OR SCOPE OF WORK</b> (TYPE OF WORK TO BE PERFORMED)	<b>DOLLAR VALUE OF</b> <b>SUBCONTRACT</b>
Name _____ Address _____ City/St/Zip _____ Phone _____		
Name _____ Address _____ City/St/Zip _____ Phone _____		
Name _____ Address _____ City/St/Zip _____ Phone _____		
Name _____ Address _____ City/St/Zip _____ Phone _____		



**ATTACHMENT B: CONFIDENTIALITY AGREEMENT**

**CONFIDENTIALITY AGREEMENT  
BETWEEN CITY OF WILSONVILLE AND PRIVATE ENTITY  
PROJECT: WRWTP Expansion/Upgrade Project, CIP #1144**

**RECIPIENT:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY:** City of Wilsonville  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

**EFFECTIVE DATE:** \_\_\_\_\_

**1. DEFINITION OF CONFIDENTIAL INFORMATION.** Records and information in any medium that are disclosed by the City to Recipient, its authorized officers, agents, employees, subcontractors, and representatives in connection with the Recipient’s request for utility information for project design purposes, including: (1) the location of the City’s water infrastructure; (2) security measures taken, recommended or considered to protect buildings, infrastructure, or other property used or owned by the City related to its water infrastructure; (3) records that, if disclosed to the public, would allow a person (a) to gain unauthorized access to buildings, infrastructure, or other property used or owned by the City or (b) identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by the City; (4) any records exempt from public records law; and (5) any other information that should reasonably be recognized as confidential information by Recipient. Confidential Information does not include information that: (1) is or becomes available to the public by a means other than the disclosure of information by Recipient or its representative, in violation of the terms of this Agreement; (2) was or is independently developed by Recipient without the use of any Confidential Information and not in violation of the terms of this Agreement; or (3) is or becomes available to the Recipient from a source other than the City, provided that the source of the information is not bound by a confidentiality agreement with the City or otherwise prohibited from transmitting the information to Recipient by a contractual, legal, or fiduciary obligation owed to the City.

**2. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** Recipient will not disclose, publish or disseminate Confidential Information to anyone other than those of its employees, consultants, contractors and subcontractors with a need to know the Confidential Information due to the contemplated business relationship between Recipient and the City. Recipient agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of Confidential Information. Recipient agrees to accept Confidential Information for the sole purpose of evaluating and preparing project plans, identifying potential conflicts with existing systems, and proposing possible resolutions to conflicts. Recipient agrees to use Confidential Information only for project design purposes unless it obtains prior written approval of an authorized representative of City to use the Confidential Information for another purpose.

**3. NO LICENSE; NON-WAIVER OF CONFIDENTIALITY.** All Confidential Information remains the property of City and no license or other right to Confidential Information is granted or implied by this Agreement. If the City does not specifically identify information as Confidential Information, the lack of identification is not an acknowledgement or admission by the City that the information is not confidential, and it is not a waiver by the City of any of its rights regarding the information.

///

4. **DESTRUCTION OR RETURN OF DOCUMENTS; REQUESTS FOR DOCUMENTS.** After completion of the project and expiration of any required retention period, Recipient will destroy all copies of Confidential Information, in any medium, digital or otherwise, or return all copies to the City Engineer, including but not limited to documentation, notes, plans, mapping data and records, drawings, derivative information, summaries, and any copies. If Recipient is required to retain the Confidential Information by any applicable law, rule or regulation, or document retention policy, Recipient may retain one copy of the Confidential Information until it can be destroyed.

5. **INDEMNIFICATION.** Recipient shall indemnify the City against any and all claims, costs, damages, lawsuits, losses, or liabilities of any kind or nature (together "Claims"), including all expenses of investigating and defending against Claims, including reasonable attorneys' fees and costs at trial and on appeal, that arise from, or are connected to, any disclosure of Confidential Information by Recipient.

6. **TERM OF AGREEMENT; SURVIVAL.** Recipient's duty to protect against the disclosure of Confidential Information the City provides to Recipient shall survive termination of this Agreement and bind Recipient in perpetuity.

7. **NO FUTURE OBLIGATIONS.** This Agreement does not obligate the parties to enter into further agreements or any other potential relationship or transaction.

8. **EQUITABLE RELIEF.** Recipient acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to City that may be difficult to ascertain. Therefore, Recipient agrees that City will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement with respect to Confidential Information disclosed to Recipient and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by a written amendment signed by authorized representatives of both parties.

10. **GOVERNING LAW; VENUE.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, excluding that body of Oregon law concerning conflicts of law. Any claim, action, or suit arising from this Agreement shall be brought and conducted in Circuit Court of Clackamas County, Oregon, or, if the claim must be brought in a federal forum, in the United States District Court for the District of Oregon.

This Agreement is understood and agreed to by the duly authorized representatives of the parties that sign below.

**Recipient**

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

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

Printed Name and Title:  
\_\_\_\_\_

**SECTION 7: SIGNATURE PAGE**

[FILL OUT AND SUBMIT THIS PAGE WITH YOUR PROPOSAL]

This page must be signed with the full name and address of the Proposer submitting the response; if a partnership, by a member of the firm with the name and address of each member; if a corporation, by an authorized officer thereof in the corporate name.

The undersigned verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that information provided in response to this Request for Proposal Solicitation #3675-20B is accurate.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications have been received and duly considered and that all cost adjustments associated with the addenda are reflected in this proposal.

Addendum No(s). \_\_\_\_\_ Acknowledged?  YES /  NO

Resident Proposer as defined in ORS 279A.120 (1)?\*  YES /  NO

Proposers certify non-discrimination in accordance with ORS 279A.110(4).  YES /  NO

Proposer makes this proposal to furnish goods and services at the price(s) indicated in this proposal in fulfillment of the requirements and specifications of the City as stated in the Request for Proposal.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone Number (with area code)

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Firm

\_\_\_\_\_  
City of Wilsonville Business License No.

\_\_\_\_\_  
Address

\*"Resident Proposer" means a Proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the proposal whether the Proposer is a resident Proposer.



**SECTION 8: ATTESTATION OF COMPLIANCE WITH TAX LAWS**

[COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID OR PROPOSAL]

I, \_\_\_\_\_, representing \_\_\_\_\_  
Insert printed name Insert name of firm

(Bidder/Proposer), attest that:

1. I am an authorized agent of Bidder/Proposer, and I have full authority from Bidder/Proposer to submit this attestation and accept the responsibilities stated below.
2. I have knowledge regarding payment of taxes of Bidder/Proposer, and to the best of my knowledge, Bidder/Proposer is not in violation of any Oregon tax laws, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
3. Bidder/Proposer shall provide written notice to City within two business days of any change to its compliance with tax laws.

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Date

**SECTION 9: APPENDICES**

See following pages

## APPENDIX 9.1 Cost Classification Matrix

(Any conflict between this Cost Classification Matrix and the CM/GC Contract is resolved in favor of the contract, within the sole discretion of the City.)

	<b>Cost Classification Matrix</b>	<b>Preconstruction Fee</b>	<b>CM/GC Fee</b>	<b>General Conditions</b>	<b>Cost of Work</b>	<b>By City</b>	<b>By Design Professional</b>	<b>Not In Contract</b>
<b>A.</b>	<b>PROJECT MANAGEMENT</b>							
1	Architectural Consultant Selection						X	
2	Civil Consultant Selection					X		
3	Structural Consultant Selection						X	
4	Mechanical Consultant Selection						X	
5	Electrical Consultant Selection					X		
6	Special Consultant Selection					X		
7	Review Design Concepts	X					X	
8	Develop Bid Packages	X					X	
9	Site Use Recommendations	X					X	
10	Material Selection Recommendations	X					X	
11	Building Systems Recommendations	X					X	
12	Building Equipment Recommendations (Movable)	X				X	X	
13	Building Equipment Recommendations (Fixed)	X				X	X	
14	Coordinate City-Supplied Fixed Equipment	X				X	X	
15	Coordinate City-Supplied Movable Equipment	X				X	X	
16	Construction Feasibility Recommendations	X	X					
17	Construction Scheduling Recommendations	X						
18	Life Cycle Costing Analysis	X						
19	Informal Value Engineering	X						
20	Formal Value Engineering							X
21	Energy Use Analysis & Recommendations					X	X	
22	Labor Availability Review (Subcontractors)	X						
23	Material Availability Review	X						
24	Equipment Availability Review	X						
25	Subcontractor Availability Review	X						
26	Construction Logistical & Execution Plan	X						

	<b>Cost Classification Matrix</b>	<b>Preconstruction Fee</b>	<b>CM/GC Fee</b>	<b>General Conditions</b>	<b>Cost of Work</b>	<b>By City</b>	<b>By Design Professional</b>	<b>Not In Contract</b>
<b>B.</b>	<b>PROJECT COST CONTROL</b>							
1	Total Project Cost Budget					X		
2	Construction Cost Budget	X		X		X		
3	Design Development Cost Estimates	X					X	
4	Design Development Cost Estimate Review	X					X	
5	Guaranteed Maximum Price Cost Estimate	X						
6	GMP Proposal	X						
7	Bid Package Estimates	X						
8	Construction Cash Flow Projections (Monthly)	X		X				
9	Material Surveys & Trade Contractor Estimates	X						
10	Set-Up Cost Accounting			X				
11	Set-Up Reporting Methods			X				
12	Set-Up Payment Procedure			X		X		
13	Set-Up Change Order Procedure			X		X		
14	Prepare Change Order Cost Estimates			X				
15	Verify Correctness of Quantities & Prices of All COs			X		X	X	
16	Continued Project Cost Monitoring			X				
<b>C.</b>	<b>PROJECT SCHEDULING</b>							
1	Preconstruction Activity Schedule (Bar Chart)	X						
2	Construction Activity Schedule (CPM Set-Up)	X						
3	Construction Activity Schedule w/ Milestones (CPM Updates)			X				
4	Shop Drawing & Submittal Schedule / Procedure			X				
5	Mock-Up Schedule & Procedure			X				
6	Short-Interval Schedules			X				
7	Occupancy Schedules							X
<b>D.</b>	<b>SUBCONTRACTOR SELECTION / PURCHASING</b>							
1	Set Prequalification Criteria	X						
2	Recommend Subcontractor Selection Methods	X						

	<b>Cost Classification Matrix</b>	<b>Preconstruction Fee</b>	<b>CM/GC Fee</b>	<b>General Conditions</b>	<b>Cost of Work</b>	<b>By City</b>	<b>By Design Professional</b>	<b>Not In Contract</b>
3	Recommend Subcontractor Award Methods	X						
4	Develop Subcontractor Interest	X						
5	Prepare Bidding Schedules	X						
6	Issue Plans, Specifications & Addenda	X						
7	Receive Bids	X						
8	Analyze Bids	X						
9	Recommend Award	X						
10	Determine Local Manpower Availability	X						
11	Prepare Subcontracts & Supplier Contracts			X				
12	Prepare Change Orders			X				
13	Verify Correctness of Quantities & Prices of All CO's			X		X	X	
14	Coordinate City-Supplied Fixed Equipment			X		X	X	
<b>E.</b>	<b>CONTRACT DOCUMENT COORDINATION</b>							
1	Constructability Review & Recommendations	X						
2	Identifying Need For Temporary Facilities	X						
3	Review For Inclusion of All Work	X						
4	Review For Adequately Phased Construction	X						
5	Identify Long-Lead Items	X						
6	Identify Commodity Shortages	X						
7	Review For Installation of City Supplied Fixed Equip	X						
8	Apply For Building Permits	X				X	X	
9	Obtain Building Permits	X				X	X	
10	Tenant Notifications as required							X
<b>F.</b>	<b>GENERAL CONTRACTOR OFF-SITE STAFF &amp; SERVICES</b>							
1	Corporate Executives	X		X				
2	Principal In Charge	X		X				
3	Project Executive	X		X				
4	Operations Manager	X		X				

	<b>Cost Classification Matrix</b>	<b>Preconstruction Fee</b>	<b>CM/GC Fee</b>	<b>General Conditions</b>	<b>Cost of Work</b>	<b>By City</b>	<b>By Design Professional</b>	<b>Not In Contract</b>
5	Construction Manager	X		X				
6	Project Manager	X		X				
7	Project Engineer	X		X				
8	Mechanical & Electrical Coordinator	X		X				
9	Safety Manager / Field Audit	X		X				
10	EEO Officer	X		X				
11	Human Resources	X	X					
12	Secretarial	X		X				
13	Project Estimating	X		X				
14	Project Accounting			X				
15	Project Data Processing			X				
16	Project Scheduling	X		X				
17	Project Purchasing			X				
<b>G.</b>	<b>GENERAL CONTRACTOR ON-SITE STAFF &amp; SERVICES</b>							
1	Project Manager(s)			X				
2	Project Superintendent(s)			X				
3	Assistant Superintendent(s) (as required)			X				
4	Project Engineer(s) (as required)			X				
5	Field Engineer(s) (as required)			X				
6	Mechanical & Electrical Coordinator(s) (as required)			X				
7	Quality Control Engineer (As Required)			X				
8	Project Assistant / Clerk / Typist (As Required)			X				
9	Safety Engineer (As Required)			X				
10	Field Accounting (as required)			X				
11	Data Processing (as required)			X				
12	Field Engineering & Layout				X			
13	Registered Surveyor (As Required)				X			
<b>H.</b>	<b>QUALITY CONTROL / WARRANTY</b>							
1	Implement & Submit Construction Quality Control Plan	X						
2	Quality Control Responsibility		X					
3	Quality Control Inspection Responsibility		X					

	<b>Cost Classification Matrix</b>	<b>Preconstruction Fee</b>	<b>CM/GC Fee</b>	<b>General Conditions</b>	<b>Cost of Work</b>	<b>By City</b>	<b>By Design Professional</b>	<b>Not In Contract</b>
4	Special Inspection Consultants					X		
5	Special Testing Consultants					X		
6	Concrete Testing					X		
7	Masonry Testing					X		
8	Compaction Testing					X		
9	Welding Testing					X		
10	Soils Investigations / Geotechnical Reports						X	
11	Environmental Testing				X			
12	Environmental Inspection				X			
13	Environmental Cleanup Coordination / Govt Document							X
14	Special Testing Services					X		
15	Project Progress Photographs			X				
16	Warranty Inspections Coordination			X				
17	Air & Water Balancing				X			
18	Operator On-Site Training				X			
19	Prepare Operation Manuals				X			
20	Prepare Maintenance Manuals				X			
21	Prepare Preventive Maintenance Manual				X			
22	Drug Testing & Screening (Field Personnel)			X				
23	Warranty Inspections Coordination			X				
24	Warranty Service Cost Reserves			X				
25	Prepare Punch List(s)			X			X	
26	Approve Punch List(s)			X		X	X	
<b>I.</b>	<b>TEMPORARY FACILITIES</b>							
1	Temporary Field Office Facility			X				
2	Field Office Furniture & Equipment			X				
3	Field Office Copier(s)			X				
4	Field Office Fax Machine(s)			X				
5	Field Office Computer(s) & Software			X				
6	Field Office Supplies			X				
7	CM/GC's Storage Trailers / Sheds				X			
8	Field Office Equipment Maintenance & Repairs			X				
9	Consultant / Engineer Temporary Office				X			
10	Project Sign					X		

	<b>Cost Classification Matrix</b>	<b>Preconstruction Fee</b>	<b>CM/GC Fee</b>	<b>General Conditions</b>	<b>Cost of Work</b>	<b>By City</b>	<b>By Design Professional</b>	<b>Not In Contract</b>
11	Directional / Warning Signs				X			
12	Bulletin Boards			X				
13	Potable Drinking Water / Ice / Cups			X				
14	Temporary Toilets / Sanitary Sewer				X			
15	Temporary Construction Fencing				X			
16	Barricades				X			
17	Covered Walkways				X			
18	Safety Equipment				X			
19	First Aid Station & Supplies				X			
20	Handrails / Toe Boards / Opening Protection				X			
21	Safety Nets				X			
22	Temporary Stairs				X			
23	Fire Extinguishers				X			
24	Flagman / Traffic Control				X			
25	Job Hauling Charges				X			
<b>J.</b>	<b>TEMPORARY UTILITIES</b>							
1	Temp Telephone Install Equipment & Monthly Fee			X				
2	Telephone Expense (Long Distance Charges)			X				
3	Telephone Expense (Internet Charges)			X				
4	Cellular Phone Charges			X				
5	Temporary Electrical Service / Distribution				X			
6	Temporary Electrical Wiring & Lighting				X			
7	Light bulbs & Temp Electrical Maintenance				X			
8	Electrical Power Consumption Expense				X			
9	Temporary Water Service / Distribution				X			
10	Temporary Water Consumption Expense				X			
11	Temporary Gas Service / Distribution				X			
12	Temporary Gas Service Consumption Expense				X			
13	Temporary Heating Service (Permanent System)				X			
<b>K.</b>	<b>CLEAN-UP</b>							



	<b>Cost Classification Matrix</b>	<b>Preconstruction Fee</b>	<b>CM/GC Fee</b>	<b>General Conditions</b>	<b>Cost of Work</b>	<b>By City</b>	<b>By Design Professional</b>	<b>Not In Contract</b>
1	Daily Clean-Up				X			
2	Final Clean-Up				X			
3	Final Glass Cleaning				X			
4	Debris Hauling/Removal				X			
5	Trash Chutes				X			
6	Trash Dumpsters				X			
7	Dump Permits & Fees				X			
8	Dust Control				X			
<b>L.</b>	<b>WEATHER PROTECTION / TEMPORARY HEATING</b>							
1	Temp Enclosures (Buildings)				X			
2	Temp Weather Protection for Sub Trades				X			
3	Temp Heating for Sub Trades				X			
4	Temp Field Office Heating Energy Cost			X				
5	Fuel Cost for Heating (Permanent Heat System)							X
6	Permanent Heat System Filter Replacement				X			
7	Maintenance Cost (Permanent Heat System)				X			
8	Warranty Cost (Permanent Heat System)				X			
<b>M.</b>	<b>ON-SITE EQUIPMENT / HOISTING</b>							
1	Automobile(s) & Fuel			X				
2	Pick-Up Truck(s) & Fuel			X				
3	Tires & Maintenance Cost for CM/GC Equipment				X			
4	Hoisting Equipment & Fuel				X			
5	Mobile Crane(s)				X			
6	Material/Personnel Hoist(s)				X			
7	Crane & Hoist Operator(s)				X			
8	2-Way Radio Equipment			X				
<b>N.</b>	<b>SMALL TOOLS &amp; EXPENDABLE SUPPLIES</b>							
1	Small Tools (CM/GC's Only)				X			

	<b>Cost Classification Matrix</b>	<b>Preconstruction Fee</b>	<b>CM/GC Fee</b>	<b>General Conditions</b>	<b>Cost of Work</b>	<b>By City</b>	<b>By Design Professional</b>	<b>Not In Contract</b>
2	Expendable Supplies (CM/GC's Only)				X			
<b>O.</b>	<b>LEED CERTIFICATION</b>							
1	Participate in LEED Design Charrette (4-5 hr. meeting)							X
2	Attend Regular LEED Update Meetings Throughout Design and Construction							X
3	Attend Contractor Training Session with LEED Consultant							X
4	Create and Enforce Stormwater Management Plan							X
5	Create and enforce Construction Waste Management Plan							X
6	Create and Enforce Indoor Air Quality Management Plan							X
7	Participate in Commissioning Effort							X
8	Assist In Providing Documentation Required to Secure Financial Incentives							X
9	Coordinate Site Visit By Program Representatives at Project Completion							X
10	Maintain Materials Calculator for the Project							X
11	Conduct Building Flush-Out Prior to Occupancy (If Owner Elects to Pursue)							X
<b>P.</b>	<b>DOCUMENT REPRODUCTION &amp; PRINTING</b>	X						
1	Cost Study Drawings & Specifications	X		X				
2	Bid Package Drawings & Specifications	X		X				
3	Construction Drawings & Specifications	X		X				
4	Subcontractor / Supplier Prequalification Forms	X						
5	Bidding Instructions	X						
6	Postage & Express Delivery Costs	X		X				
7	Subcontract & Supplier Contract Agreement Forms	X		X				
8	Shop Drawing Reproduction			X				
9	Printing & Duplication Expense (Miscellaneous)	X		X				
10	As-Built Documents (Mark-ups & Recording)			X				

	<b>Cost Classification Matrix</b>	<b>Preconstruction Fee</b>	<b>CM/GC Fee</b>	<b>General Conditions</b>	<b>Cost of Work</b>	<b>By City</b>	<b>By Design Professional</b>	<b>Not In Contract</b>
11	As-Built Documents (Computer Aided Drafting)				X			
12	As-Built Documents (Printing)				X			
13	Maintenance Manuals (From Subs)				X			
14	Operation Manuals (From Subs)				X			
15	Estimating Forms	X		X				
16	Schedule Report Forms	X		X				
17	Accounting Forms	X		X				
18	Field Reporting Forms			X				
19	Cost Reporting Forms			X				
20	Special Forms	X		X				
21	Take Pictures Throughout Construction to Document Compliance with Stormwater Management Plan				X			
22	Collect Documentation from Waste Hauler Throughout Construction to Document Threshold of Recycled Materials				X			
23	Take Pictures Throughout Construction of Stored Materials on Site to Document Compliance with Indoor Air Quality Management Plan				X			
24	Ensure Ductwork Openings Remain Sealed Throughout Construction To Prevent Contamination.				X			
25	Collect Backup Documentation from Subcontractors to Validate Percentages of Recycled Content and Locally Manufactured Materials				X			
26	Collect Backup Documentation From Subcontractors to Validate Low-Emitting Materials (E.g., Paints, Adhesives, Composite Woods)				X			
<b>Q.</b>	<b>INSURANCE &amp; BONDS</b>							
1	Builder's Risk/Installation Floater Insurance			X	X			
2	Builder's Risk/Installation Floater Deductible			X	X			
3	Special Insurance - Machinery & Equipment (project specific)				X			
4	General Liability Insurance (project specific)				X			

	<b>Cost Classification Matrix</b>	<b>Preconstruction Fee</b>	<b>CM/GC Fee</b>	<b>General Conditions</b>	<b>Cost of Work</b>	<b>By City</b>	<b>By Design Professional</b>	<b>Not In Contract</b>
5	Umbrella Liability Insurance (project specific)				X			
6	Excess Liability Insurance (project specific)				X			
7	Completed Products Insurance (project specific)				X			
8	Professional Liability Insurance	X						
9	Workers' Compensation Insurance (CM/GC's Only)	X			X			
10	FICA / Medicare Insurance (CM/GC's Only)	X			X			
11	Federal Unemployment Insurance (CM/GC's Only)	X			X			
12	State Unemployment Insurance (CM/GC's Only)	X			X			
13	Performance Bond				X			
14	Payment Bond				X			
15	Subcontractor & Supplier Bonds (if Owner approves)				X			
16	Pollution Liability Insurance (project specific)				X			
<b>R.</b>	<b>PERMITS &amp; FEES</b> (Coordination by CM/GC during Preconstruction, Fees paid by City)							
1	Foundation Permit	X				X		
2	Superstructure Permit	X				X		
3	Building Permit (General)	X				X		
4	Mechanical Building Permit	X				X		
5	Electrical Building Permit	X				X		
6	Plan Check Fees	X				X		
7	Street Use Permit	X				X		
8	Curb & Gutter Permit	X				X		
9	Sidewalk Permit	X				X		
10	Landscape Permit	X				X		
11	Street / Curb Design Charge	X				X		
12	Sign Permits	X				X		
13	Site Drainage Study					X		
14	Site Drainage Permit					X		
15	Utility Development Fees					X		
16	Plant Investment Fees					X		
17	Electrical Primary Construction Fee					X		
18	Water Service Construction Fee					X		
19	Gas Service Construction Fee					X		
20	Water Tap (Inspection) Fee					X		

	<b>Cost Classification Matrix</b>	<b>Preconstruction Fee</b>	<b>CM/GC Fee</b>	<b>General Conditions</b>	<b>Cost of Work</b>	<b>By City</b>	<b>By Design Professional</b>	<b>Not In Contract</b>
21	Sanitary Tap (Inspection) Fee					X		
22	Storm Tap (Inspection) Fee					X		
23	Special Tap Fees					X		
24	Contractor's Licenses		X		X			
25	Zoning Fees					X		
26	Construction Equip Licenses				X			
27	Construction Equip Permits				X			
<b>S.</b>	<b>OTHER COSTS</b>							
1	Sales, Use and Gross Receipts Taxes				X			
2	Construction Labor Costs				X			
3	Construction Material Costs				X			
4	Construction Equipment Costs				X			
5	Cost of Design & Engineering					X		
6	A/E Cost for Bid Packages					X		
7	Preliminary Soils Investigation						X	
8	Title / Development Cost							X
9	Land Costs							X
10	Financing / Interest Cost					X		
11	Interim Financing Costs					X		
12	Building Operation After Move-In							X
13	Building Maintenance After Move-In							X
14	FF&E Coordination Services		X			X	X	
15	City Moving Transition Manual					X		
16	City Moving Costs					X		
17	GMP Financial Responsibilities		X			X		
18	Guaranteed Maximum Price Proposal	X						
19	Weekly Project Team & Subcontractor Meetings			X				
20	Weekly Project Meeting Minutes & Distribution			X				
21	CM/GC Overhead Cost		X					
22	CM/GC Profit & Margin		X					

REQUEST FOR PROPOSALS | CIP-1144 | JULY 12, 2021



# CM/GC Services

## Willamette River Water Treatment Plant (WRWTP) Expansion/Upgrade Project

**ELECTRONIC**

**SUBMITTED BY:**

**Kiewit Infrastructure West Co.**  
10220 SW Greenburg Road, Suite 350  
Portland, OR 97223

**SUBMITTED TO:**

**City of Wilsonville**  
Attn: Mike Nacrelli  
29799 SW Town Center Loop East  
Wilsonville, OR 97070



**WRWTP Expansion/Upgrade Project**



# 4.1.1 Cover Page



# Kiewit

City of Wilsonville  
Attn: Mike Nacrelli  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

Date of Submission: July 12, 2021

**RE: RFP – CM/GC Services for WRWTP Expansion/Upgrade Project**

Mr. Nacrelli and Members of the Selection Committee:

To maximize the value of the Construction Manager/General Contractor (CM/GC) contracting vehicle for the WRWTP Expansion Upgrade Project (Project), the City of Wilsonville (Owner) require a team with expertise collaborating to solve challenges and minimize operational impacts to the plant. **Kiewit Infrastructure West Co. (Kiewit) is the right CM/GC.** Not only is Kiewit highly skilled at building similar projects, we have staffed our team with hand-picked Kiewit professionals with success on similar CM/GC and specifically previous experience working on this Project site. Our team has the alternative delivery experience you need, and they are dedicated to working with your program management staff, design team, operations staff, and stakeholders to build a signature WRWTP Expansion Upgrade Project.

This is an important project to us. The size, technical complexity, and required coordination with various stakeholders is Kiewit's preferred type of work. In the last year, Kiewit completed \$350m in revenue on over 40 CMGC projects. **In the past five years Kiewit completed 284 projects of which 204 were valued under \$20M.**

We are dedicated to working collaboratively with your program management staff, design team, operations staff, and stakeholders. As a team, we:

- **Maximize benefits of CM/GC.** With an extensive knowledge of the preconstruction process, we have built tools for tracking value engineering benefits, estimating, and scheduling deliverables that provide detail and transparency. These systems can be refined and customized to your needs and implemented from the start.
- **Understand the importance of uninterrupted plant operations and extensive knowledge of the Maintenance of Plant Operations (MOPO) requirements.** Working together, we will develop a detailed sequence of work based on technical solutions that recognize critical components, step-by-step procedures, and redundant protections. An analytical, engineered, well-planned, and communicated approach will be applied to all scopes to ensure no interruptions to plant operations.
- **Current presence at the plant on this Project site.** Many of the proposed key personnel, along with our electrical subcontractor **Christenson Electrical Inc.**, are currently on-site and working collaboratively with plant operations staff. We have gained extensive knowledge of the plant processes and hope to continue these partnerships on your Project.

Our primary contact person for this Project is Mark Bertolero who has over 23 years of experience in the water industry including construction of new facilities, rehabilitation of existing plants, and seismic retrofits.

We look forward to joining your team and delivering a successful project. Should you have any questions during your review of our proposal, please contact Mark Bertolero directly at (408) 910-5437 or [mark.bertolero@kiewit.com](mailto:mark.bertolero@kiewit.com).

Sincerely,

Kiewit Infrastructure West Co.

Eric M. Scott, Senior Vice President

**PRIMARY CONTACT PERSON**

Mark Bertolero, Project Executive  
10220 SW Greenburg Road, Suite 350  
Portland, OR 97223  
(408) 910-5437  
[mark.bertolero@kiewit.com](mailto:mark.bertolero@kiewit.com)



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# RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## QUALIFICATION / TECHNICAL APPROACH



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## Attachment: Resumes



## 4.1.3 Signature Page and Attestation of Compliance with Tax Laws

**SECTION 7: SIGNATURE PAGE**

[FILL OUT AND SUBMIT THIS PAGE WITH YOUR PROPOSAL]

This page must be signed with the full name and address of the Proposer submitting the response; if a partnership, by a member of the firm with the name and address of each member; if a corporation, by an authorized officer thereof in the corporate name.

The undersigned verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that information provided in response to this Request for Proposal Solicitation #3675-20B is accurate.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications have been received and duly considered and that all cost adjustments associated with the addenda are reflected in this proposal.

Addendum No(s). 1 & 2 Acknowledged?  YES /  NO

Resident Proposer as defined in ORS 279A.120 (1)?\*  YES /  NO

Proposers certify non-discrimination in accordance with ORS 279A.110(4).  YES /  NO

Proposer makes this proposal to furnish goods and services at the price(s) indicated in this proposal in fulfillment of the requirements and specifications of the City as stated in the Request for Proposal.

Eric M Scott  
Signature of Authorized Official

July 12, 2021  
Date

Eric M. Scott  
Printed Name

(707) 439-7300  
Telephone Number (with area code)

Sr. Vice President  
Title

ncestimating@kiewit.com  
E-mail Address

Kiewit Infrastructure West Co.  
Firm

00208522  
City of Wilsonville Business License No.

4650 Business Center Dr., Fairfield, CA 94534  
Address

\*"Resident Proposer" means a Proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the proposal whether the Proposer is a resident Proposer.

**SECTION 8: ATTESTATION OF COMPLIANCE WITH TAX LAWS**

[COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID OR PROPOSAL]

I, Eric M. Scott, representing Kiewit Infrastructure West Co.  
Insert printed name Insert name of firm

(Bidder/Proposer), attest that:

1. I am an authorized agent of Bidder/Proposer, and I have full authority from Bidder/Proposer to submit this attestation and accept the responsibilities stated below.
2. I have knowledge regarding payment of taxes of Bidder/Proposer, and to the best of my knowledge, Bidder/Proposer is not in violation of any Oregon tax laws, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
3. Bidder/Proposer shall provide written notice to City within two business days of any change to its compliance with tax laws.

*Eric M. Scott*  
Authorized Agent Signature

July 12, 2021

Date



**Addendum No. 01  
CG/GC Services for WRWTP Expansion**

ISSUE DATE: June 28, 2021  
TO: RFP Document Holders (Quest CDN #7880578)  
FROM: Mike Nacrelli, P.E., Senior Civil Engineer  
RE: Revisions to Request for Proposal Documents

The following Addenda to the Request for Proposal (RFP) shall have the same binding effect as though contained in the main body of the RFP documents.

**REVISION**

**3.3 Proposal Deadline and Submittal Information**

Proposals will be received until 2 p.m. on July 12, 2021. Late or faxed transmitted proposals shall not be accepted. There will be no formal opening of the proposals. Electronically mailed proposals will be accepted.

**CLARIFICATION**

Though the introductory paragraph to Section 4 says to assume 8 ½ x 11-inch paper and single-spaced lines and a minimum 11-point font size, this is not meant to preclude the use of 11" x 17" pages for graphics. Any such pages will count toward the total page limit in Section 4.1.4.

**INFORMATION**

The slides from the voluntary June 24 pre-proposal meeting are attached for informational purposes only and do not change the contents of the Request for Proposals.

**PROPOSER'S ACKNOWLEDGEMENT**

Each Proposer shall acknowledge receipt of this Addendum No. 01 by signature below and attach this document with their Proposal. A Proposal submitted without acknowledgement may be considered invalid.

Eric M Scott 7/12/2021  
Proposer's Signature Eric M. Scott, Sr. Vice President Date

Kiewit Infrastructure West Co.  
Company Name



**Addendum No. 02  
CG/GC Services for WRWTP Expansion**

ISSUE DATE: July 2, 2021  
TO: RFP Document Holders (Quest CDN #7880578)  
FROM: Mike Nacrelli, P.E., Senior Civil Engineer  
RE: Clarifications to Request for Proposal Documents

The following Addenda to the Request for Proposal (RFP) shall have the same binding effect as though contained in the main body of the RFP documents.

**RESPONSES TO REQUESTS FOR INFORMATION**

RFI #1

*Is the Proposer able to use other relevant alternative delivery projects recently completed?*

CM/GC projects are preferred, but relevant Progressive Design-Build projects will also be considered. Traditional Design-Build projects will not be considered.

RFI #2

*Can Proposers submit an Engineer reference in lieu of an Architect Reference for each reference project?*

Yes

RFI #3

*Is this Project considered to be in an earthquake zone?*

Refer to Technical Memorandum #14 in the Basis of Design Report for seismic considerations.

**PROPOSER'S ACKNOWLEDGEMENT**

Each Proposer shall acknowledge receipt of this Addendum No. 02 by signature below and attach this document with their Proposal. A Proposal submitted without acknowledgement may be considered invalid.

*Eric M. Scott* 7/12/2021  
Proposer's Signature Eric M. Scott, Sr. Vice President Date

Kiewit Infrastructure West Co.  
Company Name

## 4.2.1 Background and Experience



## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS

## 4.2.1 BACKGROUND AND EXPERIENCE

### A. ORGANIZATIONAL STRUCTURE

Kiewit Infrastructure West Co. (Kiewit), a privately held Delaware corporation founded in 1982. Kiewit Infrastructure West Co. is a wholly owned subsidiary of Kiewit Infrastructure Group Inc. and has the following subsidiaries:

- General Construction Company
- Kie-Con Inc.
- Kiewit New Mexico Co.

By virtue of common ownership, following are the affiliated business entities of Kiewit Infrastructure West Co.:

- Kiewit Infrastructure Co.
- Western Summit Constructors Inc.
- Kiewit Water Facilities Florida Co.
- Kiewit Water Facilities South Co.
- Kiewit US Contractors Co.
- Kiewit Foundations Co.
- Mass. Electric Construction Co.
- Kiewit Canada Group Inc.
- Kiewit Infrastructure South Co.

Kiewit Infrastructure West Co. operates throughout the western United States with 952 staff and 882 craft employees.

### B. LICENSING

Kiewit Infrastructure West Co. is a licensed contractor in the State of Oregon, and holds a business license with the City of Wilsonville, as evidenced below.

License Number 63471



Business License No. 00208522



### C. GENERAL SCOPE OF SERVICES PROVIDED AND AREAS OF EXPERTISE

Kiewit offers construction and engineering services in a variety of markets including water/wastewater, transportation, marine, and other heavy civil construction. With our depth and expertise, we successfully deliver projects for our Clients by offering a number of services during the preconstruction and construction phases of projects. These services include:

#### Preconstruction

- Constructibility reviews
- Quantification of work
- Value engineering
- Estimating direct and in-direct cost of the work
- Scheduling
- Risk Analysis

#### Construction

- Work planning and execution
- Quality Control
- Safety management
- Subcontractor management
- Resource management
- Start-up and commissioning

In addition, Kiewit has been at the forefront of CM/GC and alternative delivery, collaborating with numerous clients in the water/wastewater market and other markets to provide early contractor involvement that has resulted in significant project savings, increased constructibility, and a higher quality product.

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS

## D. ANNUAL REVENUE FOR LAST 3 YEARS

Below is a table containing Kiewit Infrastructure West Co.'s annual revenue and the percent of the value that was performed using the CM/GC delivery method.

Year	Revenue	% CMGC
2020	1,783,743,000	35.9%
2019	1,808,829,000	24.9%
2018	1,849,713,000	26.1%

## E. SPECIAL CAPABILITIES

### OUR STRENGTHS

**Kiewit has a proven track record of successful CM/GC delivery.** We perform comprehensive constructibility reviews and value engineering to ensure the most cost-effective project delivered on schedule. We deliver transparent, understandable opinion of probable construction costs (OPCC) and guaranteed maximum price (GMP) that you can rely on. We possess a library of recent and relevant past costs for similar scopes of work that will ensure cost certainty.

**Kiewit has experience with MOPO at the WRWTP Plant.** Kiewit has current knowledge of the Plant from our on-going work at the WRWTP site. We are familiar with the procedures and processes followed by the Veolia staff which will allow us to provide seamless construction approach while working in a live operating plant.



Pictured above is the proposed project team.

### **Kiewit will provide the lowest cost project.**

As part of the RWF 1.0 Project, Kiewit has already mobilized all necessary staff and equipment to the same Project site and will be able to provide a reduced cost of work. Additionally, we can share project cost resources such as temporary office trailers, supervision staff, equipment, construction waste removal and portable toilets, etc.

**Kiewit / Christenson has experience self-performing all major scopes of work.** This will provide GMP and schedule certainty, direct control over critical scopes, risk identification and resolution, and experienced oversight to ensure highest quality construction.

### PERCEIVED WEAKNESSES

There seems to be a misconception around the market that Kiewit is only a “mega job” builder. Kiewit has completed over 40 CM/GC projects and last year alone performed over \$350M in CM/GC revenue. In the past five years Kiewit completed 284 projects of which 204 were valued under \$20M. **The type and size of the WRWTP project suits our team perfectly.**

### SPECIAL CAPABILITIES

In addition to the experienced Key Personnel on this Project, Kiewit has industry experts available locally and throughout North America to provide constructibility reviews to ensure the most efficient construction design is in place. Kiewit's support network includes more than 1,000 experienced in-house designers with expertise in mechanical, electrical, civil, concrete, foundations, piping scopes of work.

**Kiewit has pre-negotiated preferential pricing and discounts by most major suppliers and equipment rental companies in North America.** The team is able to provide clients with value added, cost effective services by leveraging Kiewit's work with more than 22,000 suppliers across all projects, negotiating volume discounts, mitigating supply network risk, and pooling our experienced knowledge and lessons learned. This will ensure the City is provided with the lowest cost for the Project.

RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

REQUEST FOR PROPOSALS

**F. EXPERIENCE MODIFICATION RATE (EMR)**

As of June 2021, Kiewit has achieved an Experience Modification Rate (EMR) rating of 0.41, half of the industry average for other large contractors. We attribute this success to our employees embracing the safety culture, taking responsibility for their own safety and those around them, and consistently applying safe practices to the work we do. Our three-year EMR average is 0.40; and our average total recordable rate and average lost work rate for the most recent three-year period do not exceed applicable standards.

Year	EMR
2021	0.41
2020	0.41
2019	0.39

**G. AREAS OF SELF-PERFORMANCE**

Kiewit regularly self-performs work that is tied to the critical path to better control the schedule and minimize risk.

Major scopes of work that Kiewit is capable of self-performing include:

- Pump installation
- Seismic retrofit
- Large and small diameter piping
- Installation of mechanical systems
- Grading
- Concrete structures
- Start-up and commissioning.

We typically subcontract specialty tasks including painting, coatings, HVAC, rebar installation, electrical, instrumentation and controls, etc.

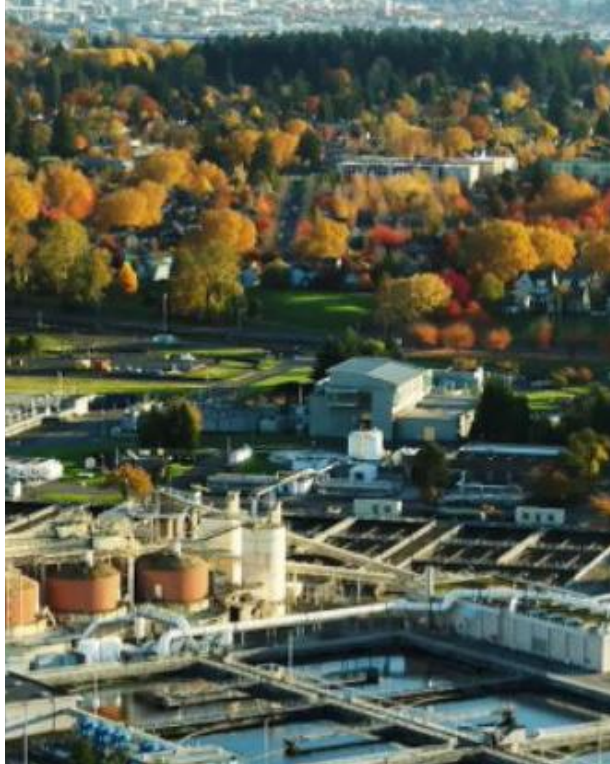
Kiewit is teaming with Christenson Electric Inc. (CEI) as an exclusive subcontractor.



CEI will perform electrical and instrumentation work on the Project.

**H. RELEVANT CM/GC PROJECTS**

**COLUMBIA BOULEVARD WWTP EXPANSION, PORTLAND, OR**



The CBWTP STEP CM/GC contracting approach is consistent with the Project, including GMP pricing and implementation of City and Project compliance and procurement programs. Preconstruction activities include design-assist, constructability review, 30/60/90/GMP cost estimating, project scheduling, and risk analysis. As CM/GC, Kiewit worked closely with the Owner and Program Manager Stantec on several BDS permits required for early construction activities. The project team coordinated with CBWTP plant staff under early construction work packages to rehabilitate existing storage structures and construct interim plant staff offices and maintenance facilities. The Owner, Plant Staff, Program Manager, Designer, and CMGC continue to evaluate existing cost saving opportunities and identify further items that will benefit the project and result in an overall best value technical solution for the City. This project is scheduled for completion in 2024.

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS

RAW WATER FACILITIES 1.0 PROJECT,  
WILSONVILLE, OR

## COMPLETED CM/GC EXPERIENCE

Kiewit has completed over 40 CM/GC projects. We have provided an overview of four relevant CM/GC projects recently completed on the following pages, which include:

- 24th Street Water Treatment Plant Rehab
- Union Hills Water Treatment Plant Rehab
- Tres Rios Water Reclamation Facility Expansion
- Owens-Illinois Substation 69kV  
(Subcontractor - Christenson Project)

The Raw Water Facility 1.0 project (Phase 1) is a \$49 million-dollar CM/GC project comprised of mass grading, seismic retrofit to the existing pump station, 66" pipeline installation, trenchless shaft crossing, additional structures, and new mechanical equipment installation. This phase is a part of a two-phase project valued at roughly \$90 million dollars. Preconstruction activities include design-assist, constructability review, 50/70/GMP cost estimating, project scheduling, and risk analysis. **The project team coordinates regularly with WRWTP plant staff.** Kiewit is self-performing roughly 60% of the work with three other subcontractors performing the remaining amount. Phase 1 of this project began in June of this year and will be completed by February 2022.

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS


**24th Street Water Treatment Plant Rehab, Phoenix, AZ**  
**Value: \$20M | Construction Schedule: 10/2018-05/2020**

**a) Project Description** This project rehabilitated the flocculation basins, sedimentation basins, filter valves, raw water inlet pipe, sludge blowdown pipeline inspection, main switchgear, and other electrical equipment. In addition, the team replaced the chlorine scrubber, existing slide gates/valves at the filter drain gate, and the existing flow meters on the filter effluent piping with new magnetic flow meters.

**b) Preconstruction Services Provided** Services provided during design included cost modeling, life cycle evaluation, MOPO development and execution, subcontractor prequalification and selection, and alternative analysis/value engineering.

**c) Contract Amounts and Change Orders** Original: \$20M | Owner Initiated Change Orders: -- | Final: \$20M

**d) Owner Reference:** Jorge Navarro, (602) 534-4825

**e) Engineer Reference:** Mark Gross, (602) 263-6500

**f) Original/Final Completion dates:** 07/19/2019 | 05/15/2020

**g) Project Factors (Owner initiated delays, additions to work, etc.)** The project reached partial substantial completion on July 5, 2019. The project reached substantial completion on December 12, 2019. In addition, the final completion date was adjusted to May 2020 due to added scope by the City.

**h) Project Claims:** None


**Union Hills Water Treatment Plant Rehab, Phoenix, AZ**  
**Value: \$7M | Construction Schedule: 03/2011-12/2012**

**a) Project Description** This CMAR project involved the complete replacement and upgrade of half of the plant's 5kV electrical feed including construction of a new electrical building expansion, main transformer, and 2,500 LF of new ductbank installation amidst existing utilities. New electrical switchgear and motor control equipment were furnished to upgrade the plant's finished water pump systems. 25 MOPOs involved complete or partial plant shutdowns.

Kiewit also replaced the finished water pump station (FWPS) Zone 4 108" header under a 12-week shutdown.

**b) Preconstruction Services Provided** Services included cost modeling, scheduling, phasing analysis, life cycle evaluation, MOPO development, constructibility, and subcontractor prequalification and selection. Close coordination between Kiewit, APS, Wilson Engineers, Ludvik Electric, and City operations and plant staff.

**c) Contract Amounts and Change Orders** Original: \$7.4M | Owner Initiated Change Orders: \$414k | Final: \$7.8M

**d) Owner Reference:** Rick Shane, (602) 980-7812

**e) Engineer Reference:** Phillip Noonan, (480) 893-8860

**f) Original/Final Completion dates:** 09/08/2012 | 12/31/2012

**g) Project Factors (Owner initiated delays, additions to work, etc.)** Original scope was completed under budget, which allowed the addition of new items

**h) Project Claims:** None

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS


**Tres Rios Water Reclamation Facility Expansion, Tucson, AZ**  
**Value: \$42M | Construction Schedule: 09/2010-08/2013**

**a) Project Description:** The Tres Rios Water Reclamation Facility Expansion CMAR project increased plant capacity from 37.5 MGD to 50 MGD and included new primary and secondary clarifiers, bioreactor basins, biosolids storage, blower building, centrifuge and odor control structures, headworks modifications, chlorine contact basins, and concrete repairs in existing structures. Extensive MOPO coordination was required to maintain plant production.

**b) Preconstruction Services Provided:** The CMAR delivery model allowed for a natural partnering and relationship-building process between Kiewit, MWH, the design partners, plant O&M, county staff, and permit agencies. Collaboration was critical in all aspects including plan flips, specification reviews, MOPO, constructability and value engineering meetings, resource balancing in the schedule, risk matrix meetings, and early procurement.

**c) Contract Amounts and Change Orders** Original: \$31M | Owner Initiated Change Orders: \$11M | Final: \$42M

**d) Owner Reference:** Bobby DeAngelo, (520) 724-6080

**e) Engineer Reference:** Ron Cilensek, (623) 734-5930

**f) Original/Final Completion dates:** 08/01/2013 | 08/01/2013

**g) Project Factors (Owner initiated delays, additions to work, etc.)** Scope increase to add four new secondary clarifiers and all associated yard piping

**h) Project Claims:** None


**Owens-Illinois Substation 69kV, Portland, OR**  
**Value: \$2.6M | Construction Schedule: 10/2017-05/2019**

**a) Project Description** Christenson Electric's High Voltage team completed a massive under-taking at the Owens Illinois glass plant. Scope included upgrading the onsite substation to a new 69kV substation to the Portland glass plant in order to retire the existing, near obsolete 57kV circuit and gear. This substation was built to accept the new 69kV circuit brought in by PacifiCorp and was also engineered to accept 115kV in the future. The plant had to be operational at all times.

CEI was allowed one shut down for the cut over. More than 20 people involved for shutdown, weeks of planning for shut down facility, then bringing it back on line.

**b) Preconstruction Services Provided** CEI assisted with designing the conduit pipe bridge between the two-man buildings, and redesigned the duct bank routing on this CM/GC Contract.

**c) Contract Amounts and Change Orders** Original: \$1.9M | Owner Initiated Change Orders: \$775k | Final: \$2.7M

**d) Owner Reference:** Mary Andrews, (567) 336-8762

**e) Engineer Reference:** Brandon Boltz, (567) 336-5700

**f) Original/Final Completion dates:** July 2018 | May 2019

**g) Project Factors (Owner initiated delays, additions to work, etc.)** 3.5 month Owner's delay in securing a permit and multiple change orders

**h) Project Claims:** None

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

### REQUEST FOR PROPOSALS

#### **I. CURRENT LITIGATION OR OTHER LEGAL ACTIONS IN THE LAST 10 YEARS**

Kiewit Infrastructure West Co. is a large corporation operating in various jurisdictions in a highly regulated industry. Accordingly, it has engaged in arbitration, litigation, or other legal actions, either as plaintiff or defendant in the last ten years. It has made settlements or have been ordered by a court or arbitrator to make a payment to a plaintiff or claimant. Given our size, volume and nature of business, we have been found in violation of a regulatory statute, which resulted in a fine or other action by regulatory agencies.

## 4.2.2 Key Personnel



## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

### REQUEST FOR PROPOSALS

#### 4.2.2 KEY PERSONNEL

##### A. PRIMARY OFFICE LOCATIONS

Kiewit Infrastructure West Co. (Kiewit) has had an office and continuous presence in the Portland metro area since 1952. Kiewit has a local office in Portland and a jobsite office in Wilsonville, allowing us to grow with the neighboring community, develop solid relationships with the contracting community and stakeholders, and thoroughly understand the local market. Kiewit operates through several offices throughout the western United States. Our corporate office is in Omaha, NE.

##### B. KEY PERSONNEL ROLES AND EXPERIENCE

Kiewit has selected the most qualified professionals to be our key personnel on the WRWTP Expansion Upgrade Project. They have a **combined total of over 350 years of construction experience** on projects with scopes of work similar to this project, including water and wastewater pump stations and within operating facilities with challenges similar to those anticipated on this project. Our staff have worked with designers and owners to perform constructibility reviews, value engineering, and accurately estimate work. This is followed by completing construction safely and exceeding client expectations.

We have included staff to be considered per **Exhibit 5** CM/GC Key Personnel. We believe that **we can reduce the overall cost to the City by utilizing the personnel part-time.**

Our team, managed by **Matt Gardner** in both the design and construction phases, will partner with you, your design team, and facility staff, and pledge transparency, open communication, and flexibility.

As further described in their resumes at the end of this Proposal, Kiewit's **key personnel have directly relevant experience** working on rehabilitation of water and wastewater treatment facilities including installation of pumps, electrical facilities, instrumentation and control systems, and commissioning and startup. This experience will ensure a reliable

GMP and achievable schedule for the WRWTP Expansion Upgrade Project.

These personnel are:

- Constructibility experts who have found ways to save clients time and money on similar projects using innovative means and methods and finding value engineering solutions.
- Experienced constructors who have worked closely with plant operators to minimize impacts to facility operations, developing effective MOPOs, and having zero unplanned interruptions.

Kiewit's proposed Key Personnel for the Project include:

##### PROJECT EXECUTIVE MARK BERTOLERO



Mark will bring Kiewit's alternative delivery best practices and ensure the CM/GC team is properly resourced to maximize value for the Owners. He has managed the construction and rehabilitation of large pump stations and other construction contracts and has **collaboratively worked with Stantec, the City of Wilsonville and WWSP** personnel. He brings experience gained on his current work as **Project Executive for the Raw Water Facility in Wilsonville.**

##### PROJECT MANAGER MATT GARDNER



Matt brings 17 years of experience in the industry to the team. He currently manages the **Raw Water Facilities 1.0 Project** and has prior experience on complex treatment plant facilities including Harry Tracy WTP Seismic Improvements, Pinole Hercules WPCP Treatment Plant, Ellis Creek WRF Treatment Plant projects. He has experience working collaboratively during preconstruction with designers, owners and plant operators to find **opportunities to add value, develop accurate estimates, and minimize impacts** to the plant. He has worked with other key personnel proposed on this project including Mark Bertolero, Brent Simmons, Ahmed Mouada and Brian Kane.

**RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT****REQUEST FOR PROPOSALS****CONSTRUCTION MANAGER/GENERAL SUPERINTENDENT BRENT SIMMONS**

Brent has extensive experience working on large infrastructure projects. He will leverage 35 years **in the construction industry to transparently develop accurate**

**OPCCs, reliable GMPs, and achievable schedules**, through final design. During construction, he will oversee the development of MOPOs that minimize disruptions to the operating plant.

**CONSTRUCTION ENGINEER CHRISTOPHER WALSH**

Chris brings six years of experience on large and medium sized projects, and is currently serving as the Project Engineer at the Raw Water Facilities 1.0

Project. He has worked on several alternative delivery projects and will provide continuity between the phases. The CM/GC team will benefit from his experience scheduling and estimating this type of work, for an accurate schedule and transparent OPCCs and GMP.

**FIELD ENGINEER HALEY BARTOLOMEI**

Haley brings her experience working on the Columbia Blvd WWTP Project and her familiarity with mechanical plant operations. Her preconstruction experience

on the in GMP development and early procurement packaging will benefit the Project.

**ACCOUNTANT TIM GLEAVES**

Tim brings 13 years of industry experience, including 6 years of experience on alternative delivery projects and has worked with clients to accurately represent

cost forecasting and billing. Tim currently oversees all business and accounting functions for all of Kiewit's CM/GC projects in Oregon and will bring his expertise to ensure timely and consistent work.

**CHIEF ENGINEER CHRIS WIESE**

Chris brings over 25 years of controls and scheduling experience from a variety of construction project types and alternative delivery contract

models to the project team. He is an expert at managing project schedules and document control systems, ensuring that each project is being managed properly, and coordinating with outside parties to guarantee that work during plant shutdowns is completed successfully.

**LEAD ESTIMATOR KARI LARSEN**

Kari brings over 32 years in the industry and over 8 years of experience in CM/GC and other alternative delivery project models. She has collaborated

with project owners and designers to develop comprehensive, accurate, and transparent cost evaluations. Kari also reviews subcontractor quotes along with the project schedule to proactively pinpoint and correct issues.

**LEAD SCHEDULER MIKE LEE**

Mike brings over 18 years of industry experience providing and managing a realistic, well-planned schedule, and his familiarity with planning operations to meet that schedule with input from the client and other stakeholders will directly benefit this project.

**PROCUREMENT LEAD RAJA PONNIAH**

Raja brings over 35 years of industry experience and leverages his relationships with suppliers and manufacturers to streamline the procurement process. Raja

leads outreach and good faith efforts to disadvantaged businesses, including reviewing bond waiver requests, insurance issues, and technical lessons learned. Raja's diligence when working with subcontractors and his recent experience with CM/GC water projects will be integral to Procurement efforts on the Project. Raja is also currently leading the efforts for other Portland Area projects.

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

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#### SUPERINTENDENTS/FOREMEN

After careful review of the RFP, we have determined the value of adding four field supervisors: one for the structures scope, one for mechanical, and two with expertise in integrating the electrical and controls to ensure zero unplanned interruptions.

##### Brian Kane (Mechanical Superintendent):



Brian brings 30 years of experience supervising work at active facilities, and he is adept at coordinating with operations and developing MOPOs to ensure no unplanned interruptions. He will work with constructors, designers, and plant operators to maximize value for clients during design, then executing plans in the field, will deliver a reliable GMP and the most efficient and high-quality construction means and methods.

##### David Prichard (Structures Superintendent):



Dave brings over 30 years of industry experience to the project including involvement in the Raw Water Facilities 1.0 Project where he helped oversee 200 hp vertical turbine pump replacement work, pad demolition and new construction. Dave plans to use his current experience at the WRWTP with Veolia operators to ensure the right plan is in place to execute all MOPO operations.

##### Chad Privratsky (Electrical Superintendent):



Chad is an experienced electrical superintendent for the design and integration of instrumentation and systems. He brings the CM/GC team 27 years developing MOPOs for operational facilities, including raw water and wastewater pump stations. He will ensure critical systems remain operational.

##### Garland Dotson (Electrical Foreman):



Garland is an experienced electrical general foreman/field supervisor. He brings the CM/GC team 12 years of experience working in water treatment facilities.

#### ADDITIONAL KEY PERSONNEL ROLES

As a best practice on all Kiewit projects, including alternate delivery projects, we maintain an on-site Safety and QC Manager. These two individuals are already working at the WRWTP facility for the RWF 1.0 project and are familiar with site specific safety and quality concerns.

##### Bill Lewis, CHST (Safety Manager):



Bill is a Certified Safety Professional with a track record of successfully implementing health and safety programs on various projects in the Portland Metro area. He has 17 years of construction and professional leadership experience. This gives him a strong understanding of the hazards of constructing work in an operating facility, and the safety knowledge to teach others on how to achieve Kiewit's goal of "Nobody Gets Hurt".

##### Ahmed Mouada (QC Manager):



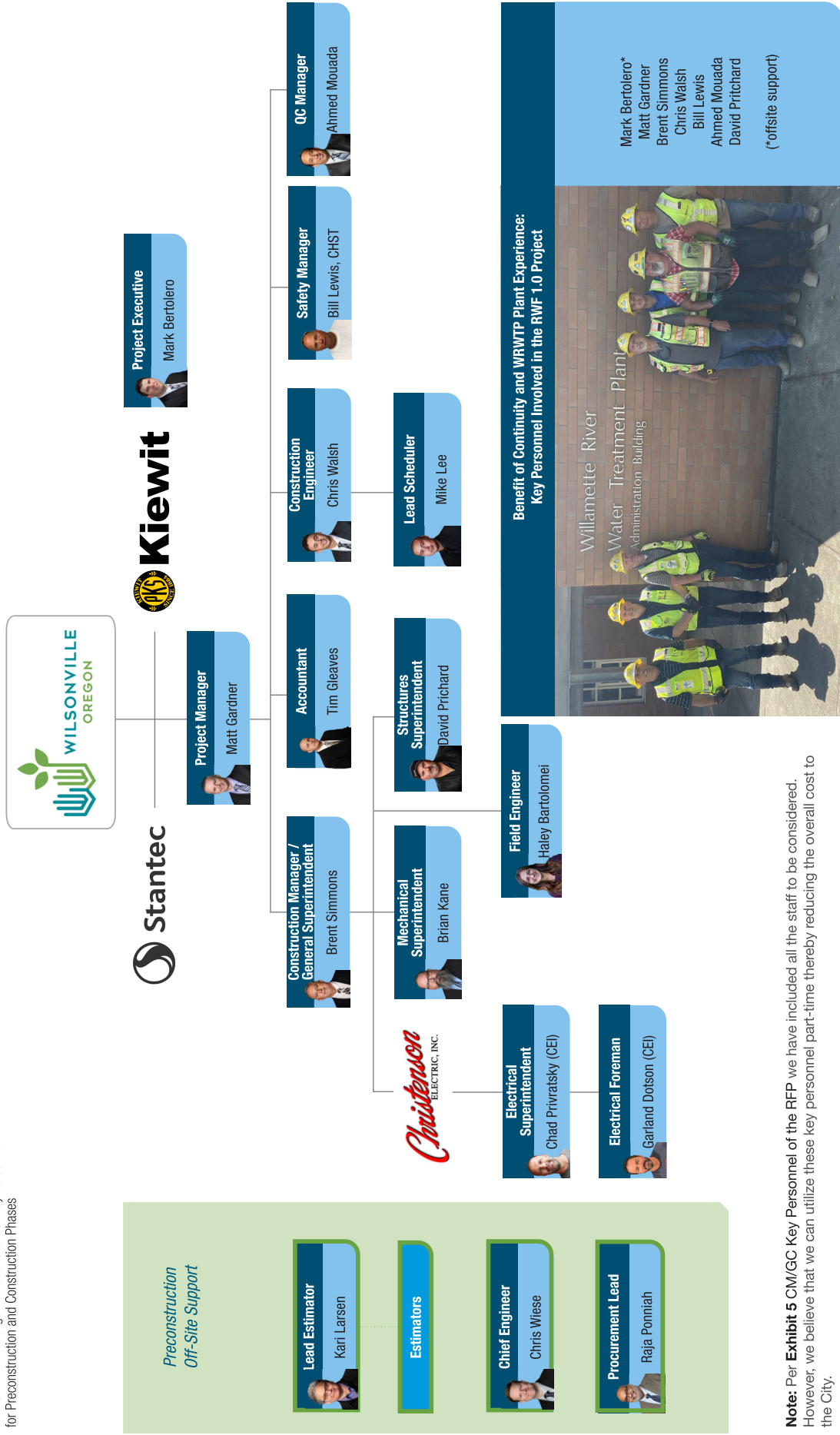
Ahmed brings the team nine years of experience writing and implementing project-specific quality control plans that ensure engineers and superintendents know what to do to meet and exceed client expectations, with inspection, testing and documentation on similar work.

#### C. ORGANIZATIONAL STRUCTURE

The team's organizational structure and reporting relationships (**Exhibit 4.2.2-1**) are designed to maximize value during design, ensure a reliable GMP and achievable schedule, and exceed the Owner's goals. Included is the estimated percentage of time team members will work during all phases. This is based on decades of experience resourcing similar projects, for maximum value to the Owner.

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**Exhibit 4.2.2-1:** Organizational Chart of Key Personnel for Preconstruction and Construction Phases



**Note:** Per Exhibit 5 CM/GC Key Personnel of the RFP we have included all the staff to be considered. However, we believe that we can utilize these key personnel part-time thereby reducing the overall cost to the City.

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**D. PREVIOUS EXPERIENCE**

**Exhibit 4.2.2-2** below demonstrates the strength of the Kiewit team, and their experience in the design and construction phase activities that will enable us to exceed your expectations. Resumes are provided at the end of this proposal in the **Resumes Tab** and include more details on their project accomplishments.

**Exhibit 4.2.2-2** List of Key Individuals and experience performing projects of similar type, size and scope.

Key Personnel/Title	Length of Employment	Cost Estimate	ICE Comparison	Preconstruction Experience			Construction Experience					Experience Working Under Federal Contracting Code	Projects of Similar Type, Size, & Scope
				Preconstruction/Design Services (i.e. constructability reviews, estimating, safety input, etc.)	Alternative Delivery Experience	Seismic Requirements	Pump Station	Operating Facilities	Construction Experience				
<b>Mark Bertolero</b> Project Executive	23	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0, Columbia Blvd WWTP; San Jose Headworks 3, Phiole-Hercules WPCP Harry Tracy WTP Long Term Improvements, Bakerfield WWTP No. 3
<b>Matt Gardner</b> Project Manager	17	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0, Phiole-Hercules WPCP, Harry Tracy WTP Long Term Improvements
<b>Brent Simmons</b> Construction Manager/ General Superintendent	33	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0, Sacramento River WTP, Ellis Creek Water Reclamation Plant, Crystal Springs/San Andreas Transmission Upgrade, P1-102 Activated Sludge
<b>Chris Walsh</b> Construction Engineer	7	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0, Avon Wharf MOTEEMS Upgrade
<b>Haley Bartolomei</b> Field Engineer	1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Columbia Blvd WWTP
<b>Tim Gleaves</b> Accountant	13	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0, Columbia Blvd WWTP; San Jose Headworks 3, San Mateo WWTP Upgrades
<b>Chris Wiese</b> Chief Engineer	25	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0, Columbia Blvd WWTP; San Jose Headworks 3, San Mateo WWTP Upgrades
<b>Karl Larsen</b> Lead Estimator	27	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0, Columbia Blvd WWTP; San Jose Headworks 3, San Mateo WWTP Upgrades
<b>Mike Lee</b> Lead Scheduler	6	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0
<b>Raja Ponniah</b> Procurement	18	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0, Columbia Blvd WWTP; San Jose Headworks 3, San Mateo WWTP Upgrades
<b>Chad Privratsky</b> Electrical Superintendent	14	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Carmen Smith Hydroelectric Facility Upgrade
<b>Garland Dotson</b> Electrical Foreman	2	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Intel RA Water Treatment Plant
<b>Brian Kane</b> Mechanical Superintendent	16	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	San Mateo WWTP Upgrades, San Jose Headworks 3, Harry Tracy WTP Long-Term Improvements
<b>David Pritchard</b> Structures Superintendent	28	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0
<b>Ahmed Moudada</b> QC Manager	7	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0, Lower Crystal Springs Dam Improvement Project & Crystal Springs/ San Andreas Transmission System Upgrade
<b>Bill Lewis, CHST</b> Safety Manager	2	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Raw Water Facilities 1.0, Intel RA Water Treatment Plant

**E. STAFF TIME HOURS**

Proposed staff time hours on each task during Preconstruction Phase Services can be found in section **4.2.4 Proposed Fees**.



## 4.2.3 Project Approach and Understanding

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

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## 4.2.3 PROJECT APPROACH AND UNDERSTANDING

### A. TECHNICAL EXPERTISE

#### APPROACH TO PROVIDING CM/GC SERVICES

Truly successful projects occur when all parties work together in the best interests of the project. The opportunity for success is greatly increased when each party proactively brings their expertise to bear on the design, constructibility, cost, schedule, and risk management. We offer this commitment to the City by assigning key staff who not only have technical and construction credentials, but who have worked at the Project site and have an understanding of the interworking of the plant.

**CM/GC staff assigned to this project have extensive experience working in partnership with Stantec on preconstruction tasks including design refinement/optimization, cost/schedule/risk evaluations, and construction planning at critical interfaces.**

Our approach to preconstruction is founded on best practices involving collaborative forums and proven management tools that deliver innovation and a cost-effective construction product.

Our preconstruction effort will provide tangible benefits with technical solutions and detailed plans to complete work within requirements and constraints, while supporting the design and permitting process. Constructibility challenges are met head-on so that all viable methods are evaluated to arrive at the best value solutions and cost/schedule/risk certainty.

Our approach to construction services will be to manage the work at all levels and across each discipline for success – delivering a high-quality, safe, on-budget, and on-time Project to the City. The partnership established during preconstruction with all Project team members will set the stage and extend into construction as the teamwork, communication, and transparency will continue throughout the duration of work.

For overall project success, CM/GC efforts and each scope of work will be managed in true partnership with the Project team, based on communication and teamwork, while well thought-out decisions will be integrated into the design, planning, and execution of construction in the best interest of the Project.

#### INTEGRATING ELECTRICAL EXPERTISE INTO PRECONSTRUCTION SERVICES

Kiewit will be teaming up with Christenson Electric Inc. (CEI) on the WRWTP Expansion/Upgrade Project. Kiewit is currently teamed up with CEI on the Columbia Boulevard WTP STEP CM/GC Project. This project is proceeding through the Preconstruction and Construction phases simultaneously.

CEI will be fully involved in the evolution of the design and value engineering efforts through the 60/90/100 stages of design. A total of 340 hours of Christenson involvement has been incorporated into the preconstruction phase.

CEI is very familiar with the plant's two networking systems that run the plant's equipment. The first network is a newer modern networking system vs the second DeviceNet system RS-485 automation protocol that is antiquated and needs to be updated. CEI can help to facilitate this upgrade.

#### KEY TECHNICAL CHALLENGES AND APPROACH TO SOLUTIONS

Having recent experience in the preconstruction phase of the CBWTP STEP Project allows the team to incorporate lessons learned with respect to services provided, submittals, procurement, outages and shutdown planning, QA/QC, commissioning/start-up planning, and estimating, to deliver the best product for this Project.

Some of the major constraints and technical challenges identified for this Project are described in **Table 4.2.3-1** on the following page. Kiewit has come up with mitigations for each of these specific concerns **Exhibit 4.2.3-2**, also on the following page, is a map displaying the high risk design elements defined and our mitigation plan.

RFP - CM/GC SERVICES FOR WRWP EXPANSION UPGRADE PROJECT  
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**CHRISTENSON ELECTRIC INC.'S DEPTH OF KNOWLEDGE OF THE WRWP PLANT**

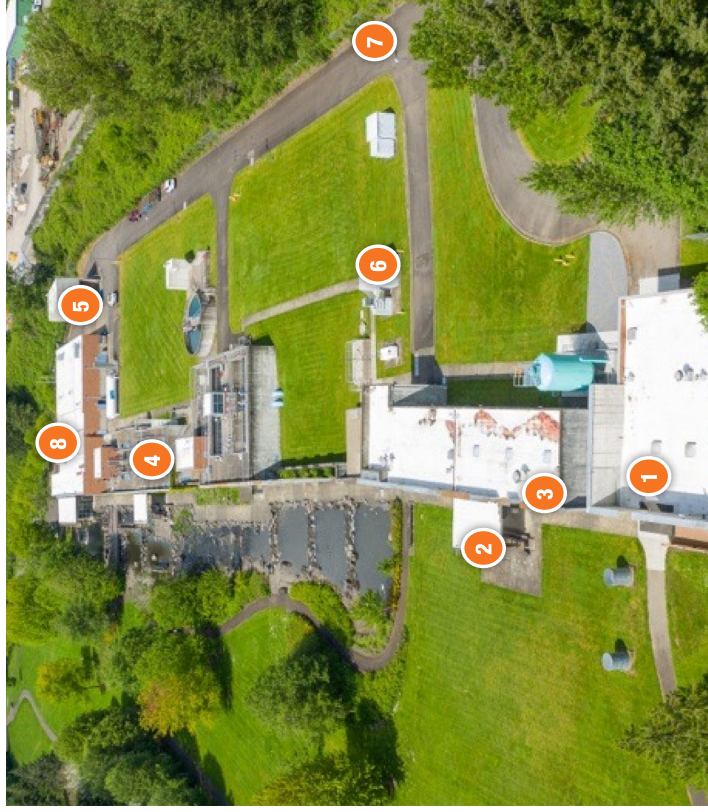


CEI is very familiar with the plant's two networking systems that run the plant's equipment. The first network is a newer modern networking system vs the second DeviceNet system RS-485 automation protocol that is antiquated and needs to be updated. CEI can help to facilitate this upgrade.

CEI's Electrician, Phil Waymire has served as on-site Project Manager at the City of Wilsonville's Wastewater Treatment Plant for 4-1/2 years. Phil understands the processes and procedures and works hand-in-hand with the plant operators. He has an excellent working relationship with Kim Reid, the plant's Operations Manager and Veolia Water North America who operates the facilities and systems at the City of Wilsonville's WWTP. We have a great working relationship and work history, and both rely heavily on our expertise.

Phil is responsible for the servicing and maintenance for the 20-year old, high voltage equipment. He performs the annual 'torque and clean' to eliminate unforeseen downtime. Phil has also rebuilt and completed major repair work on the plant's 4160v gears. He also provided design ideas to the engineering team. The engineers consulted with Phil and used his concept that helped them to formulate a design to utilize the existing 500hp, 4160 motors by back feeding the transformer and using an existing transfer switch to run the motor with the new generator.

Exhibit 4.2.3-2: WRWTP - Defined High Risk Design Elements



# AREA	MITIGATION FOR IMPROVED CONSTRUCTIBILITY
1 RAW WATER PUMP STATION	<ul style="list-style-type: none"> <li>Coordination to be completed with existing RWF 1.0 Project.</li> </ul>
2 CLEARWELL	<ul style="list-style-type: none"> <li>Divers already on site and on call for the RWF 1.0 Project. Would be able to utilize same company and crew during preconstruction.</li> </ul>
3 FINISHED WATER PUMP STATION	<ul style="list-style-type: none"> <li>Experienced Key Personnel with previous raw water pump house construction and retrofit experience.</li> </ul>
4 OZONE GENERATORS	<ul style="list-style-type: none"> <li>Recommend handling as an Early Procurement item as part of preconstruction</li> </ul>
5 SOLIDS DEWATERING BUILDING	<ul style="list-style-type: none"> <li>Experienced Key Personnel currently actively engaged with the plant. Key Personnel also with years of experience working on seismic retrofit projects in California.</li> </ul>
6 ELECTRICAL - SWITCHGEARS	<ul style="list-style-type: none"> <li>Recommend handling as an Early Procurement item as part of preconstruction</li> </ul>
7 CIVIL	<ul style="list-style-type: none"> <li>Completing similar work on RWF 1.0 at the Plant currently. Recommend to complete early investigations and pot holing as part of preconstruction.</li> </ul>
8 SITE ENTRANCE SECURITY	<ul style="list-style-type: none"> <li>Familiar with Plant protocol</li> </ul>

Table 4.2.3-1: Identified project constraints with the mitigation plan identified.

PROJECT CONSTRAINTS	MITIGATION
Nearby/Adjacent Construction Project • WWSP Raw Water Facilities • Kinsman Road to 5th Street Extension  WTP must remain in operation	Matt Gardner the proposed Project Manager for Kiewit already meets with the 5th & Kinsman contractor every Wednesday to coordinate nearby construction activities. There is weekly coordination with the City of Wilsonville and WWSP as well, which would require no extra effort, or cost, to continue doing on the WRWTP Upgrade/Expansion Project.  Kiewit will not impact the plant operations. All outage requests will follow the procedures set in place and communicated well before the date.  With Kiewit already working on this Project site, we have gained valuable knowledge of the Plant and have developed close relationships with the Plant operations staff. We have become familiar with the overall processes and understand the priorities of the Plant.  Kiewit will develop a detailed schedule and work sequence which will avoid the need for any high demand season outages.
High demand season (summer): no outages allowed  Low demand season: • Individual process units may be taken offline if demand can be met • Full plant outages limited to 8 hours; may occur on successive days	Kiewit understands that uninterrupted plant operations is the key factor of the Project. Any plant shutdown requires an hour-by-hour plan and execution. Shutdown to be minimized and methodically planned well in advance with the involvement of the Plant Operations Staff.



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## B. COST CONTROL

Cost control is a core value and inherent condition of our work and it begins with accurate cost estimating. Our approach to cost estimating and GMP development is based on design drawings, constructibility, and value engineering developed by the Project team. Cost estimates will be developed in an open-book process that involves the Owner's review of cost items throughout the process.

### COST ESTIMATING

During preconstruction, CM/GC services include preparing cost estimates for various design stages. We have extensive experience with iterative cost estimating and working with the Owner's independent cost estimators (ICE) to jointly develop cost estimate structure, equipment and labor rates, and a detailed process for reconciliation. Both key CM/GC staff and significant estimating resources from Kiewit will be involved to ensure a complete analysis based on actual cost data, current location price data, and to provide thorough reviews for accuracy and completeness.

### A DETAILED COST ESTIMATE PACKAGE

On the ongoing Columbia Boulevard Wastewater Treatment Secondary Treatment Expansion Program (CBWTP STEP), a detailed cost estimate deliverable package was developed and included several documents including cost estimate summaries and detail, accompanying project schedule, assumptions/clarifications, RFI log, risk and contingency analysis, and project organizational chart. The cost estimate document was provided to the lower level (craft, equipment, supplies) and included final ICE reconciliation amounts.

Each cost estimate produced will include deliverable documents to the Owner for transparency and detail associated with the project cost. As the iterative cost estimate advances, the project walk approach is used

to identify changes to the cost estimate including both value and basis of change. This includes subcontract or material pricing change advanced through the procurement process, constructibility refinements that often lower cost, and update the risk analysis and associated contingency based on design advancement. Once GMP is determined, the Owner has a complete, detailed, accurate, and credible analysis of cost that can be tracked during construction with a high level of confidence that project will achieve or beat its projected budget.

*Kari Larsen and Chris Wiese named as Key Personnel have prior experience working closely with Bill Hawkins and the Stantec Estimating team on completing ICE Reviews on the Columbia Boulevard WTP.*

Estimating costs accurately and knowing real-time project costs is a fundamental strength that has made Kiewit successful. Our processes, systems of checks and balances, and experienced staff allow us to price all types of work accurately and efficiently. "What gets measured gets attention" is especially true when it comes to using daily, weekly, and monthly reports to track construction costs.

### COST CONTROL

Controlling costs on a project begins with knowing what costs and productions should be. We track project costs on a daily or, if necessary, hourly basis so we can compare estimated cost and production rate values to actual performance. Cost monitoring begins at the foreman or craft superintendent level through daily planning of crew size, equipment needed, and quantity of work to be performed. Every week, without exception, the project management team convenes for a detailed review of labor cost (largest variable on the project) to evaluate cost vs. budget performance, composite crew cost, overtime pay, and productivity factors.

Examples of cost control tools we use are shown on the following page in **Exhibit 4.2.3-3**.

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**Exhibit 4.2.3-3:** Daily, weekly, and monthly cost tracking tools help us keep Project costs down

Tool	Frequency	Description
<b>Pre-Activity Meetings</b>	Before each significant operation	Review operation scope with budgeted hours and cost. Set goals and improvements to perform work safely and in full compliance with requirements.
<b>Foreman's Time Cards</b>	Daily	Filled out by foremen and reviewed by supervisors. Includes cost, production, and schedule information for each task completed. Basis of daily cost review.
<b>Daily Cost Review</b>	Daily	Review shift performance, evaluate refinements or changes if needed.
<b>Labor Distribution Report</b>	Weekly	Monitors labor cost for each work activity. Project Manager reviews this report with project staff.
<b>Cost Report</b>	Monthly	Monthly reports provides total project costs by work activity and compares budget to cost on period, to-date, and forecast basis
<b>Method Analysis</b>	First third of duration	Evaluate operation for improvements or refinements. Cold eye review with crew participation and input.
<b>Cost Trend Charts</b>	Significant operations, weekly	Track work components, cost, or quantities. Provide visual aids and quick outlooks to identify trends targeted for improvement.
<b>Purchasing Plan</b>	Ongoing	Strategic procurement program and initiatives focused on effective purchasing, escalation control, and buy terms.
<b>Projections and Cost Forecast</b>	Monthly	Cost forecast integrated in to the monthly cost report. Straight-line analysis unless clear improvement or increased difficulty justified.

### KEEPING BUDGET THROUGH DESIGN PHASE WITH MINIMAL REDESIGN

During the preconstruction phase, we will utilize the DART Log to track all proposed value engineering efforts. DART stands for Design Analysis Resolution Tracking. This tool is also used to monitor design progress so that analysis and possible redesign efforts are timely and efficient. DARTs are generated throughout the design reviews and collaborative task force meetings. These value engineering ideas can be proposed by any of the following parties involved in the Project.

Once the DART is discussed and initiated, the CM/GC will develop a rough order of magnitude (ROM) to determine the potential cost savings to the Project. The concept and cost estimates are then re-addressed amongst the task force team to ensure all factors are accounted for. These include design costs, design durations, construction schedule, Owner's overhead, and capital costs, etc.


All factors will be considered prior to making a final decision whether to proceed with a DART item. It is ultimately the responsibility of the Owner to determine a go/no-go decision on each item. If accepted, the DART Log is updated, and the specific items is integrated into the next phase of design.

The DART Log is a live document that is updated as items arise. The log tracks the numbers of total items, accepted/rejected items, on-hold items, and the respective value for each. The DART Log can also be demonstrated by area or discipline to track and generate specific reports per desired locations.

The DART Log has been successfully utilized on our on-going CBWTP STEP Project and embraced by the Owner, Owner's Advisor and the Design team. **To-date, more than 180 items have been identified as potential DART items with 90 implemented over the course of the project, valued at approximately \$58,000,000 of cost savings.**

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		<b>Decision Analysis and Resolution Team (DART) Tracking Matrix</b>		DART #	D0001
				Proposer	
				Date	
Discipline	<input type="checkbox"/> Civil <input type="checkbox"/> Structures <input type="checkbox"/> Drainage	<input type="checkbox"/> Process Mechanical <input type="checkbox"/> Electrical <input type="checkbox"/> O & M	<input type="checkbox"/> Start-up & Commissioning <input type="checkbox"/> Schedule & facility <input type="checkbox"/> Utilities	<input type="checkbox"/> Maint Facility <input type="checkbox"/> <input type="checkbox"/>	
Area of Improvement	<input type="checkbox"/> Constructability / Phasing <input type="checkbox"/> Design Alternative	<input type="checkbox"/> Material Substitution <input type="checkbox"/> General Conditions	<input type="checkbox"/> Standard Spec Change <input type="checkbox"/> Other _____		
Item Description					
Proposal Concept					
Impacts to Design Scope on a Dollar Basis	Impacts to Construction Scope on a Dollar Basis	Impacts to Owner on a Dollar Basis	Impacts to Schedule on a CPM Basis		

**Exhibit 4.2.3-4:** On the CBWTP project, more than 180 items have been identified to date as potential DART items with 90 implemented over the course of the project, valued at approximately \$58,000,000 of cost savings.

**EXPERIENCE IMPLEMENTING TARGET VALUE DESIGN PRINCIPLES AND OTHER COLLABORATIVE BUDGETING METHODS**

Not only does the DART benefit our team through design process efficiencies and accountability, but it is an effective tool for target value design. Once an Owner has established a target value for a particular scope of work, the Project Team will work collaboratively with the designers to ensure that the design meets the cost value proposed.

Regular engagement is necessary and accomplished through task forces, weekly meetings, design reviews, etc. In the iterative process of designing to budget, Kiewit will provide value engineering and constructibility reviews and then provide detailed estimates to ensure that design changes are in keeping with target values. The DART log ensures that changes are tracked and that the Team engages in meaningful redesigns.

Design alternatives will be jointly presented to the City. Ultimately, the City will decide on which refinements to accept. Keeping the City at the forefront on design consideration ensures that we provide an end-product with the greatest value to the City.

**SAN JOSE HEADWORKS**

**Kiewit’s Alternative Design Option presented over \$19M in savings**



For the San Jose Headworks Project, **Mark Bertolero** and his team proposed an “Alternative Design Option” which presented over \$19M in potential savings to the owner. **This allowed for the design to align with the projects target value and meet project goals.**

**POTENTIAL COST SAVINGS**

It is Kiewit’s intent to transition the same staff that is currently working on the RWF 1.0 at the plant to this Project. It will be a great advantage and cost savings opportunity for the Owner as all offices and equipment are currently on site. All staff are local and no relocations are anticipated.

Other facilities and services such as washrooms, garbage removal, etc. have

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already been setup with vendors and will allow continued services moving forward. With all of these factors taken into account, **Kiewit is able to offer a lower cost work and allow cost saving opportunities to the Owner.**

As design progresses, Kiewit will look at schedule, material, and operational opportunities to maximize the benefit of working on this Project along with the RWF Project.

### C. QUALITY CONTROL

Kiewit's Contractor Quality Control (CQC) is a commitment to meeting or exceeding project requirements and providing the Owner with a high-performance product. CQC will verify that both in-process and complete work is compliant with technical construction documents. Managers, supervisors, and craft workers will understand their role in the quality program and their responsibility to finished product.

Quality success comes through the implementation and execution of a quality management system led by experienced Quality Manager and staff. Kiewit will achieve this having a full-time experienced Quality Manager dedicated to this Project, Ahmed Mouada. He will monitor compliance, provide process/product training, and ensure that inspection, testing, and documentation is complete. Ahmed will be independent and transparent.

**The partnership between the Owner and Kiewit will be at the forefront of the quality program to ensure communication and collaboration at all levels.** The Owner will be involved to set expectations. Ahmed will bridge accountability within the Project Team and ensure that issues are identified and resolution is tracked. He will also record quality innovation and recognize successes.

During preconstruction, our team knows how to support quality in technical design reviews, integrate work procedures into constructibility and value engineering, and establish defined protocols for submittals, shop drawing reviews, and subcontractor/supplier management.

### ISO 9001 CERTIFICATION

Kiewit maintains ISO 9001:2015 certification for its water/wastewater work. Kiewit's quality program is independently audited each year to re-affirm compliance with the updated international standard for quality management systems.



During construction, **QC Manager Ahmed Mouada** will administer Kiewit's four-tier Quality Management System (QMS) for consistency and flexibility to manage processes under a project-specific program.

- Tier 1 – Quality Manual and Standard Operating Procedures (SOPs). Documented policies and SOPs that establish policy for quality.
- Tier 2 – Procedures and Codes. Procedures, Inspection & Test Plans (ITPs), forms and checklists specific to a discipline or type of work.
- Tier 3 – Project Quality Plan sets criteria, methods, activities, responsibilities, documentation, and QA measures required to ensure effective operation and control of work.
- Tier 4 – Quality Record includes checklists, forms, and deliverables which state results or evidence of activities performed. Records managed with storage software application.

### SIGNIFICANT CHALLENGES FACED ON PREVIOUS PROJECTS

#### SHUTDOWNS AND CONTINGENCY PLANNING

One of the most significant aspects of working on a live plant is the execution of planned shutdowns, including contingency planning. The foundation of Kiewit's approach begins with a thorough understanding of this project's constraints and unique issues. Each shutdown represents a distinct event requiring the Plant to temporarily divert from its usual day-to-day operations. If a shutdown is not implemented

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successfully, returning to service may not be possible and could result in a catastrophic failure. To mitigate this risk, Kiewit plans each shutdown in detail, using an hourly schedule to execute each shutdown seamlessly in close coordination with Plant staff.

Given the risk of an unsuccessful shutdown, contingency planning will form an important part of the work planning process. Work plan brainstorm sessions will include identification of all risks posed then measures to mitigate each item. The project specification can be developed to mandate redundant equipment be present on standby at the operation.

As the other project stakeholders have been evaluating this project for some time and have full-time experience operating the various Plant processes, they will be vital contributors to these brainstorm sessions, and especially for contingency planning.

Each shutdown will require its own individualized hazard evaluation and mitigation plan that will be tailored around the project's key safety drivers: access, LOTO, confined space, hazardous material management, rigging, and fabricated construction devices.

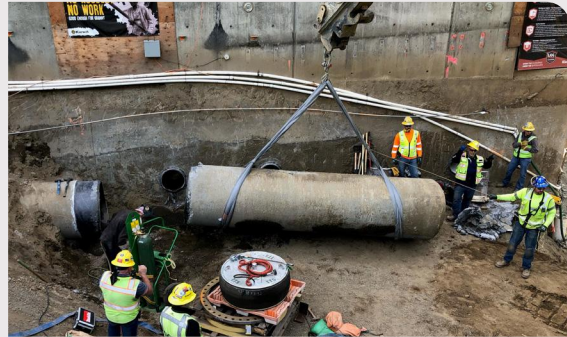
To complete the project safely, on schedule, and with minimal impacts to operations, **Kiewit will use highly experience and consistent staffing – both craft and supervision – to capably develop creative practical solutions and methodically debrief for continued improvements in the succeeding replacements.**

Kiewit's work plans will address – in an operation specific manner:

- Safety Hazard Analysis
- Quality Plan
- Project Requirements
- Applicable Specifications
- Step-by-step instructions
- Hourly schedule
- Materials/Subcontracts
- Required tools and equipment
- Required Plant operations staff, inspectors, and any other stakeholder participation

## WRTP PUMP DISCHARGE HEADER MODIFICATION

### Eliminated Two Shutdowns through Detailed Planning



The original plan to sever the 42" Header was to shutdown the plant three times and install bypass pumping. Kiewit worked with the plant and engineered the operation and plan down to a single day shutdown with no bypass pumping. This saved the project stakeholders time and money through exceptional planning and coordination efforts.

- Environmental stewardship
- Risk mitigation measures
- Budgets

Before the work plan is finalized it is again presented for review with the crew and stakeholders to validate it, communicate it, and further develop team ownership of the plan. The work plan is a living document. As conditions change and the plan adapts to accommodate safety, quality, risk mitigation, or other elements, the written work plan will capture clear confirmation of the path forward.

Prior to a shutdown, field measurements will also confirm as-built conditions of the work. Client-furnished materials are also verified.

As the work plans are developed further, critical areas may develop that required use of further modeling and/or animation to confirm the plan. Kiewit uses models to help communicate the plan for the installation team.

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## WRTP PUMP DISCHARGE PIPING RELOCATIONS

Completed five months ahead of schedule



In the original MOPO plan, KIWC had planned to shutdown the plant three times to install two pumps and replace piping. KIWC planned the work and installed both pumps with piping in (1) shutdown. This work was completed months ahead of schedule with no quality or safety incidents.

Contingency planning includes the clear definition of shutdown progress measurements and circumstances that trigger mitigation measures. Kiewit's development and use of detailed shutdown schedules is an essential element in executing critical shutdown work.

Contingency planning will also address unanticipated external influences such as an unanticipated need for the Plant to start back up early or effects from other contractors' work being performed onsite. The Plant will need clear communication of when the operation's point of no return is expected and when it is achieved. Also, a plant shutdown may afford

the opportunity for Plant maintenance staff to address other Plant issues. Coordinating through these external influences will be an important element of the contingency planning.

### EARLY PROCUREMENT OF LONG LEAD EQUIPMENT

On the CBWTP Project in Portland, the Project Team determined that critical equipment needed to be an early procurement package. The scope was included in Kiewit's CM/GC contract and a plan developed so that the project schedule and treatment plant would benefit from the accelerated procurement and installation of a mobile centrifuge, electrical switchgear, and other miscellaneous equipment.

**For procurement of ozone equipment on this Project, a competitive, best-value procurement will be utilized and bid packaging will be prepared during 60% design.** Selection criteria including technical solution, schedule of delivery, cost, and commissioning will be used to determine the overall best-value. Through discussion with suppliers, a portion of the ozone submittal package will be addressed at the 60% design including long lead items such as the ozone generator, power supply, cryogenic valves, and feed gas facilities. Typically, these items can be released early before final design is complete provided there is no change to gas flow rate and concentration. Piping, valves, instruments, and controls can be modified as design is completed without affecting long lead items.

### INSTALLATION OF OZONE EQUIPMENT

Kiewit has extensive experience with the installation of ozone generating equipment, liquid oxygen storage and conveyance, and fabrication and cleaning of process pipe. Keys to a successful installation include:

- As-built and engineering to fabricate piping correctly to eliminate re-work and re-fabrication or modifications. This is critical as piping incorrectly fabricated cannot be modified on-site after being cleaned and sealed for ozone use.

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- Understanding ozone cleaning facility capabilities and limitations regarding fabricated pieces physically fitting in the cleaning equipment. Recognition and awareness of proper storage of ozone mechanical equipment and process piping. If not controlled could lead to a hazardous condition at start-up.
- Detailed planning and execution for system shutdowns and tie-ins to existing facilities. Plan to finest detail and scheduled so that once a seal is broken the work does not stop until complete.
- Use of trained United Association Plumbers and Pipefitters to execute this work. Use of black lights, and lint free rags to accomplish tie-ins without incident.

### MANAGING PRICE VOLATILITY & MARKET CONDITIONS

A supply network is the sum of the resources, relationships and processes Kiewit uses to deliver the right goods and services for our clients. The Kiewit Supply Network (KSN) group specialized in providing comprehensive procurement services to Owners across the construction and engineering industries in multiple markets. The key objectives are to offer Owners a world-class service focused on ensuring equipment, materials, and services are consistently estimated and procured at the right price. **Kiewit has accounts setup with all major vendors around North America and is offered discounts and preferential pricing by various large national suppliers.**

During the bid phase, KSN is intimately involved with the Project team to identify potential supply network risks and ensure that accurate costs for equipment, materials, and services are included in the project budget. By sourcing both globally and domestically, estimating personnel provide competitive and accurate pricing. KSN also serves as a resource for benchmarking and assessing escalation measures for estimators to utilize in the estimating process. This support function allows Kiewit to manage its and the Owners overall commodity risk and, in turn, provide the most cost-competitive pricing.

## OZONE EQUIPMENT INSTALLED AT HARRY TRACY WTP



(Top) Mechanical Superintendent Brian Kane was involved in the placement of ozone generator skid into building location at the Harry Tracy WTP Project. (Bottom) One of three Ozone generators installed.

**In the current volatile market and to overcome any material shortages, we are able to leverage Kiewit's global purchasing power to obtain the best price possible and provide cost certainty to the Owner.** During preconstruction, expect an engaged contractor to provide market intelligence, such as that provided by Kiewit's intelligence team at Kiewit Supply Network. Our access to Commodity

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Price Watch and North America Price Watch, as well as access to specialists within IHS, each representing a commodity, help provide relevant, expert, and timely advice regarding timing of material purchases.

#### EXPECTATIONS FOR MATERIAL AVAILABILITY

During the Preconstruction phase, KSN will be involved to assist with any early procurement required for the Project. Having reviewed the RFP and understanding the Project challenges, Kiewit recommends commencing the procurement of the **Ozone generator** and switchgear as soon as possible. This will allow ample time and opportunity to work with the design team on the final specifications and obtain the best price for the equipment.

On the CBWTP Project, **Field Engineer Haley Bartolomei** was responsible for the early procurement of the Temporary Odor Control system. Working closely with KSN, Haley was able to procure, deliver and install the system on time with no issues in the field. This work was completed more than 50% under the client's budget.



#### EXPECTATIONS FOR LABOR AVAILABILITY

Kiewit has agreements with various labor unions in the region. Having these agreements in place, allows Kiewit to pull from a pool of trained workers as necessary. Union workers are associated with higher productivity, lower turnover, improved workplace communication, and a better-trained workforce.

The anticipated labor force required for this Project is 10-15. Currently, 20 trained Kiewit

*The team is able to provide clients with value added, cost effective services by leveraging Kiewit's annual spend of more than \$6 billion working with more than 22,000 suppliers across all projects, negotiating volume discounts, mitigating supply network risk, and pooling our experienced knowledge and lessons learned.*

craft workers are working at the same Project site. Our plan is to shift the same workforce to assist with the completion of this Project. Also, through Kiewit's CBWTP STEP project, an additional 30 trained Kiewit workers will be available to fill needs when required.

**Throughout the region, Kiewit is currently employing a more than 900 workers which can be utilized as necessary.** Labor shortage is not anticipated to be a concern on this Project.

### C. PROJECT SCHEDULE AND LOGISTICS

#### APPROACH TO MANAGING CONSTRUCTION SCHEDULES

We will produce a preconstruction services schedule that covers all activities that must be completed during the preconstruction phase. The schedule will be time-scaled, logic-driven, and competed in Primavera software.

Preconstruction service activities that are consistent with the task list and cost report will be established, and there will be direct linkage between earned value and work that has been completed. For long-lead items or specialty subcontract or supplier procurement, we will identify preconstruction work activities that tie to construction and include those activities on the preconstruction schedule. Similar to our process for cost control, we will conduct scheduled review meetings to monitor sequence, performance, and the status of work completed and projected.

Kiewit's philosophy is that scheduling is a process, not an event. In collaboration with the Owner, as well as subcontractors, suppliers,



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Kiewit will generate a fully integrated Critical Path Method (CPM) Baseline Construction Schedule that takes into account the logic and sequencing of resources. We will develop the schedule based on a thorough understanding of project requirements, construction elements, and GMP. The Baseline Construction Schedule, built in Primavera, integrates design, reviews, permitting, material procurement, submittals, and subcontractor activities. Schedule of value reporting will be used, with critical resources included in the schedule so craft labor and equipment can be tracked against budget.

From this CPM Baseline Construction Schedule, we create progressively more detailed schedules (**Exhibit 4.2.3-4**). To maintain schedule control and consistency, it is critical that each schedule be aligned, reflecting the same dates, durations, and activity breakdown or roll-up. Our schedules will be audited internally prior to submission to ensure the accuracy of logic ties, durations, resource requirements, risk analyses, and other project requirements.

Our process for controlling and updating the Baseline Construction Schedule includes the use of coordinated daily, weekly, monthly, and overall project-based schedules. By tracking progress down to the day, we can anticipate and react to issues and problems to ensure milestones are achieved. Kiewit's proven methods of schedule management ensure that the schedule reflects field realities and provides timely opportunities for supervisors to review actual versus planned performance. If a negative

trend is identified, we review the operation, re-evaluate the schedule, and develop a recovery plan.

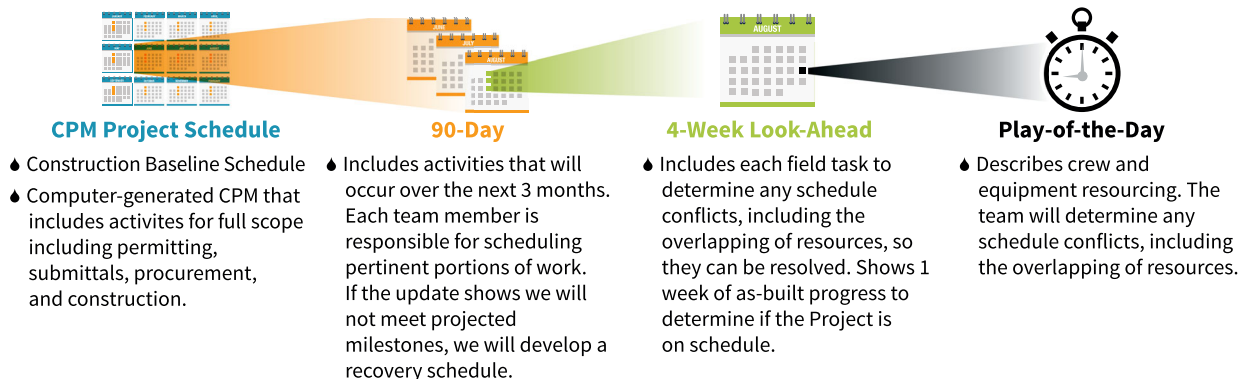
Based on the information available in the RFP and Kiewit's knowledge of the Plant, we have prepared a preliminary schedule for the CM/GC (**Exhibit 4.2.3-5**). Preconstruction is scheduled on a weekly basis, while Construction is shown on a monthly scale.

### MITIGATIONS FOR UNFORESEEN CIRCUMSTANCES OR CONDITIONS

In order to provide schedule certainty, Kiewit will provide the following services:

- Review of all Permits and Requirements – This will allow Kiewit to identify any gaps to mitigate any potential delays related to construction permits.
- Early Site Investigations – This will eliminate any surprises and unknowns during the construction phase. These include pot holing and scanning existing concrete for rebar placement identification. It also includes reviewing the project as-builts to become familiar with the current conditions.
- Early Meetings with Plant Staff – By consulting early with the Plant staff, Kiewit will gain a thorough understanding of any constraints or challenges that we should be aware of to avoid delays during the construction. It will also allow early collaboration with the Plant staff which will continue throughout the Project.

**Exhibit 4.2.3-4:** Increasingly detailed schedules facilitate active management of the project schedule





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#### MANAGING CONSTRUCTION ON CONSTRAINED SITES & MINIMIZING DISRUPTION TO NEIGHBORING LOTS

Kiewit has extensive experience working in constrained sites and urban areas. Most notably is its current experience working on the RWF project which is within the WRWTP and also portions of the neighboring park and residential areas. Throughout the RWF project, Kiewit has partnered with WWPS and the neighborhood to educate and involve the community about its construction activities. For example, during pipeline construction Kiewit invited community members to tour its work site to help educate and communicate about its work and why certain operations are vital to the infrastructure they rely on. Kiewit also currently has numerous vibration monitors located around the project site. These monitors record real time data as well as make immediate notifications if vibration levels approach potential disturbance levels. For this Project, Kiewit would continue to implement similar strategies to ensure its good neighbor approach to the Project.

As stewards of the places we work and call home, Kiewit believes giving back is the right thing to do. Communities benefit not only from our projects, but from the service and support that is provided to education, the arts, and local charities. Our efforts to make our communities better places to live, work, and play through charitable outreach.

#### APPROACH TO DEVELOPING AN MAINTENANCE OF PLANT OPERATIONS (MOPO) PLAN

Kiewit understands the importance of having

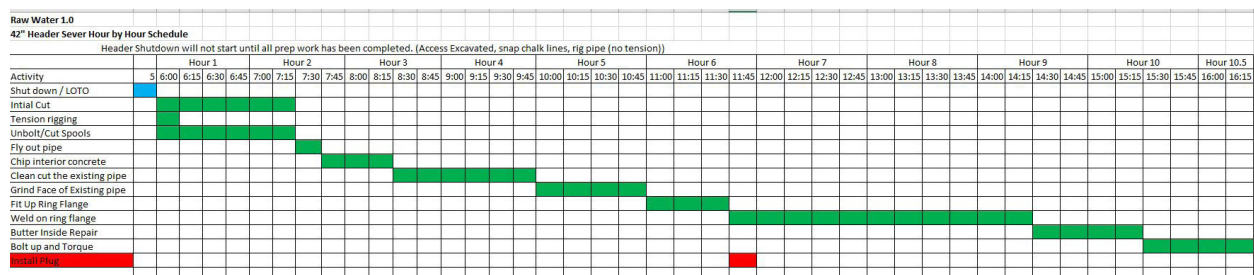
the Plant operators and maintenance teams involved throughout the Project. Kiewit also understands that uninterrupted plant operations is the key factor of the Project. Any plant shutdown requires an hour-by-hour plan and execution. An example of this is in **Exhibit 4.2.3-6**. It is integral to the success of the Project to take a team approach on the Maintenance of the Plant Operations (MOPO).

All outage requests will be communicated to the entire team, including the Plant operations, well-ahead of the scheduled milestone. Scheduled meetings will be held 30-day, 15-day, 7-day, etc. prior to the outage to allow check-ins throughout the process. These meetings will communicate the plan in detail to all parties and allows any questions or concerns to be addressed.

The advantage of starting this process early with all parties involved is that all inquiries will be addressed and incorporated into the final work plan prior to the start of the operations. This will also allow necessary contingencies to be prepared and be readily available during the shutdowns in case of an emergency. Through the Preconstruction phase, it will be important to identify any systems that could potentially be constructed independent of the existing system (i.e. on top of or parallel to the existing) to mitigate interruptions to the Plant operations and keeping shutdowns to a minimum.

In support of the preparations of the Willamette Water Supply Program MOPO, the project team has conducted three maintenance workshops with the Plant staff, subcontractors and the Owner, Kimberleigh Reid. The first workshop was conducted on August 28, 2018 with a focus on the construction activities

**Exhibit 4.2.3-6:** Hour-by-Hour Schedule Example of the 42" Header Shutdown on the RWF project



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involving outages identified to-date, planned relocation of existing utilities, tie-ins, and understanding existing operations and control at the Plant. Subsequent workshops were held on April 30, and September 19, 2019 focused on the review of the MOPO as well as additional topics of interest to the workshop participants.

**With Kiewit already working on this Project site, we have gained valuable knowledge of the Plant and have developed close relationships with the Plant operations staff.** We have become familiar with the overall processes and understand the priorities of the Plant. It will a great advantage to have the same staff currently working on the RWF 1.0 Project transition into this work. The timing of the two projects work perfectly and allow all staff to be available when this work commences. Construction Manager Brent Simmons was responsible for this coordination and will continue to be the responsible point of contact on this Project.

### IDENTIFY POTENTIAL MOPO CONCERNS AND SOLUTIONS

Kiewit will not impact the plant operations. All outage requests will follow the procedures set in place and communicated well before the date. With Kiewit already working on this Project site, we have gained valuable knowledge of the Plant and have developed close relationships with the Plant operations staff. We have become familiar with the overall processes and understand the priorities of the Plant.

We understand that interfaces with adjacent contracts are a big concern for the City. Matt Gardner the proposed Project Manager for Kiewit already meets with the 5th & Kinsman contractor every Wednesday to coordinate nearby construction activities. There is weekly coordination with the City of Wilsonville and WWSP as well, which would require no extra effort, or cost, to continue doing on the WRWTP Upgrade/Expansion Project.

With our extensive experience in operating facilities, we understand the variability in

needs during a high demand season and a low demand season. Kiewit will develop a detailed schedule and work sequence which will avoid the need for any high demand season outages. During the low season when individual process units can be taken offline or when full plant outages of up to 8 hours a day can be planned, any plant shutdown requires an hour-by-hour plan and execution. Shutdowns will be minimized and methodically planned well in advance with the involvement of the Plant Operations Staff.

Early engagement of the Kiewit Team with Plant staff, City, and designer will ensure that MOPO concerns of all parties are addressed.

Our Kiewit team has identified some areas of risk and concern with the Sodium Hypochlorite tanks and chemical feed systems. These systems are of critical importance to the existing plant operations staff and careful planning and execution are essential.

The scope of work to replace/retrofit the piping, storage and pumping systems will take careful planning and coordination to ensure the maintenance of plant operations is maintained. The Kiewit team we have in place has successfully completed similar scope to install seismic restrained tanks, pumping systems and double contained pipelines. At the Harry Tracy WTP Seismic Retrofit project our team installed and commissioned all chemical systems an integrated them into the current plan process with seamless results.

The ideal time to plan this scope to ensure proper routing, work space and outages will be during the preconstruction phase and will be led by Brent Simmons to ensure success during these critical outage windows.



**Pictured Left:** Seismic Improvements with Chemical Hypochlorite system at the Harry Tracy WTP

## 4.2.4 Proposed Fees

**RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT****REQUEST FOR PROPOSALS****4.2.4 PROPOSED FEES****A. CM/GC FEE AND RATES PROPOSAL FORM**

We have provided the CM/GC Fee and Rates Proposal Form (**Appendix 9.2**) at the end of this section.

**B. PRECONSTRUCTION FEE**

Kiewit has reviewed the requirements of the RFP and has prepared the attached preconstruction costs. These are inclusive of Kiewit and our subcontractor Christenson Electric Inc. costs.

The preconstruction fee is based on a total of 1,428 Kiewit and Christenson hours. Kiewit understands that worked performed under the preconstruction contract will be accomplished under a not-to-exceed amount. Any cost underruns will benefit the City. It is our experience that the information gathered from the preconstruction services will be vital to ensure the right plan and design is in place to deliver project cost and schedule certainty.

**C. CM/GC FEE**

The CM/GC Fee of eight percent (8%) will be requested for the construction phase of the Project.

**D. GENERAL CONDITIONS WORK FEE**

The General Conditions Work Fee of \$321,000, which represents three percent (3%), will be requested for the construction phase of the Project. This fee is based on a Cost of Work of \$10.7M provided by the City.

**E. CM/GC FIXED FEE**

The CM/GC Fixed Fee is the summation of CM/GC Fee and General Conditions Work Fee which is \$1,177,000. This fee is based on a Cost of Work of \$10.7M provided by the City.

**F. RATES*****Performance and Payment Bonding Rate:***

We are able to provide a rate of 0.60% of the GMP for the Performance and Payment Bond.

***General Liability Insurance Rate:***

We are able to provide a rate of 0.15% of the GMP for the General Liability Insurance.

***Builder's Risk Insurance Rate:***

We are able to provide a rate of 0.59% of the GMP for the Builder's Risk Insurance.

***Staff Hourly Rates***

Our preconstruction and construction staff hourly rates are included in **Exhibit 4.2.4-1** on the following page as part of the Preconstruction Fee document.

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**Exhibit 4.2.4-1:** Preconstruction and Construction Rates

Item	Tasks	Project Manager	Construction Manager	Construction Engineer	Field Engineer	Accountant	Chief Engineer	Lead Estimator	Lead Scheduler	Procurement	Superintendent	QC Manager	Safety Manager	Estimator	Christenson Project Manager	Christenson Estimator	Total Hours	Total Cost
1	Weekly Management Meetings	40.00	24.00	16.00											24.00		104.00	\$21,487
2	60% Cost Estimate	4.00	4.00					16.00						240.00	16.00	120.00	400.00	\$50,172
3	60% Construction Schedule								16.00								16.00	\$2,080
4	60% Cost Comparisons							16.00						16.00		16.00	48.00	\$6,151
5	60% Value Engineering Task Force	16.00	8.00	4.00											12.00		40.00	\$8,158
6	90% Cost Estimate	4.00	4.00					16.00						200.00	12.00	80.00	316.00	\$39,576
7	90% Construction Schedule								16.00								16.00	\$2,080
8	90% Cost Comparisons							16.00						16.00		8.00	40.00	\$5,076
9	90% Value Engineering Task Force	16.00	8.00	4.00											12.00		40.00	\$8,158
10	100% Cost Estimate	4.00	4.00					8.00	8.00					160.00	8.00	40.00	232.00	\$28,939
11	Negotiate and Finalize Contract/GMP	16.00															16.00	\$3,824
12	Early Procurement						8.00			40.00							48.00	\$6,080
13	Invoicing and Status Report					64.00											64.00	\$7,680
14	Develop Project Safety Plan												24.00				24.00	\$4,433
15	Develop Project Quality Plan											24.00					24.00	\$4,433
Precon & Construction Rates		\$239.03	\$211.87	\$195.57	\$146.68	\$120.00	\$135.00	\$135.00	\$130.00	\$125.00	\$195.57	\$184.71	\$184.71	\$115.00	\$154.68	\$134.45		
TOTAL HOURS		100.00	52.00	24.00	-	64.00	8.00	72.00	40.00	40.00	-	24.00	24.00	632.00	84.00	264.00	1,428.00	
TOTAL COST		\$23,903	\$11,017	\$4,694	-	\$7,680	\$1,080	\$9,720	\$5,200	\$5,000	-	\$4,433	\$4,433	\$72,680	\$12,993	\$35,495		\$198,328

**APPENDIX 9.2 CM/GC Fee and Rate Proposal Form**Proposer (FIRM NAME) Kiewit Infrastructure West Co.

For the basis of pricing assume the Cost of Work is \$10.7 million.

Description	Amount
1) Preconstruction Fee	\$ <u>198,328.00</u>
2) CM/GC Fee	\$ <u>856,000.00</u> which is <u>8</u> % of the Cost of Work
3) General Conditions Work Fee	\$ <u>321,000.00</u>
4) TOTAL - CM/GC Fixed Fee (2 + 3)	\$ <u>1,177,000.00</u>
5) Performance and Payment Bond Rate	<u>0.60</u> % of the GMP
6) General Liability Insurance Rate	<u>0.15</u> % of the GMP
7) Builder's Risk Insurance Rate	<u>0.59</u> % of the GMP
8) Staff Hourly Rates	Attach separately (informational only)



## 4.2.5 References

## **RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT**

### **REQUEST FOR PROPOSALS**

## **4.2.5 REFERENCES**

Below please find our provided references most relevant to the project and work performed by our key personnel.

### **A. OWNER REFERENCES**

#### **WILLAMETTE WATER SUPPLY**

Andre Tolme  
1850 SW 170th Avenue Beaverton, OR 97003  
(925) 360-0646

#### **CITY OF PORTLAND, BUREAU OF ENVIRONMENTAL SERVICES (BES)**

Muriel Gueissaz-Teufel, PE, BCEE  
5001 N Columbia Blvd, Portland, OR 97203  
(503) 823-2498

#### **EAST BAY MUNICIPAL UTILITIES DISTRICT (EBMUD)**

Javier Prospero  
375 11th St, Oakland, CA 94607  
(510) 774-4266

### **B. ENGINEER REFERENCES**

#### **STANTEC**

Richard Talley  
601 SW Second Avenue Suite 1400, Portland OR 97204-3128  
(503) 220-5423

#### **JACOBS**

Dave Green  
601 SW Second Avenue, Suite 1400, Portland OR 97204  
(503) 860-8201

#### **ARCADIS**

Peter V. Tymkiw  
1525 Faraday Avenue, Suite 290, Carlsbad, CA 92008  
(602) 797-4612

### **C. SUBCONTRACTOR REFERENCES**

#### **PLATINUM INDUSTRIAL INC.**

Mike Hollifield  
7004 Green Mountain Rd, Woodland, WA 98674  
(360) 852-0724

#### **JAMES W. FOWLER CO.**

Chris Bottoms  
12775 Westview Dr., Dallas, OR 97338  
(503) 623-5373

#### **WILSONVILLE CONCRETE PRODUCTS**

Michael Bernert  
31200 SW Industrial Way, Wilsonville, OR 97070  
(503) 682-2525

# Attachment

Resumes

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS

**QUALIFICATIONS & UNIQUE KNOWLEDGE**

- Mark has managed work on over 12 active water treatment facilities along side many of the proposed Kiewit team members. This means Kiewit's team will hit the ground running with no learning curve.
- Mark is currently overseeing the Raw Water 1.0 Project as the Project Executive and will utilize lessons learned for this Project and will use the balance of both projects on site to reduce overall project costs and ensure a seamless construction experience with both projects.

**EDUCATION**

BS, Construction Management, California Polytechnic State University, San Luis Obispo, CA, 2000

**EXPERIENCE**

24 Years in Industry

23 Years with Kiewit

**Mark Bertolero**

Project Executive

**WHY MARK?**

- ✓ Mark will bring Kiewit's alternative delivery best practices and is currently the Project Manager for the Columbia Blvd WWTP Project and the Project Executive of the Raw Water Facilities 1.0 Project.
- ✓ Mark has managed the construction of new water and waste water treatment plants as well as progressive design build and other alternative delivery construction contracts. His experience will ensure Kiewit's constructors deliver an achievable schedule and transparent, reliable GMP.

**RELEVANT PROJECT EXPERIENCE****Project Executive** | Raw Water Facilities 1.0, Wilsonville, OR

This \$47 million project develops new water intake and transmission facilities at the existing Willamette River Water Treatment Plant, including installation of a 66-in. raw water pipeline and construction of a new electrical building, and associated improvements to Willamette River WTP Park such as new trails and overlooks providing enhanced river access. As Project Director, Mark manages and supports the overall CM/GC process.

**Project Manager** | Columbia Boulevard WWTP, Portland, OR

GMP 1 services include the installation of temporary facilities to maintain plant operations during demolition and construction. This includes a temporary odor control system, a skid-mounted centrifuge system for temporary solids dewatering; structural surface rehabilitation of two secondary treatment aeration basins; subsurface ground improvements; excavation for the two new secondary treatment basins (SECL) and RAS pump station (RAPU), demolition of the composter facilities and five related structures (STO1, STO2, STO3, SOG Trailer and Synergen Trailer); various existing utility relocations, and a main substation replacement (MASU). As Project Director, Mark manages and supports the overall CM/GC process.

**Project Executive/Project Manager** | Pinole-Hercules Water Pollution Control Plant, Pinole, CA

The upgrades to an existing water facility increased wet weather capacity to 20 MGD on this \$46 million project. Mark managed the demolition and installation of influent pipe, solids handling pipe, secondary systems and all related facilities. Mark has led the team in planning to ensure no unplanned interruptions to existing operations. Kiewit worked closely with Carollo, plant operations staff, and the project engineer to re-sequence phasing, and have accelerated work to deliver plant features ahead of schedule.

**Project Manager/General Superintendent** | Harry Tracy Water Treatment Plant Long-Term Improvements, San Bruno, CA

Kiewit rehabilitated a pumping facility to achieve a 140 MGD operating facility for this \$196 million project. Mark teamed with designers and collaborated with the client to develop the design for approval and construction. During construction, he managed all construction operations of 40 staff and 165 craft (approximately 820,000 hours of safe work) integrating with the existing facility, and working with the plant operators to provide a seamless startup and commissioning. His team requested and planned system outages two months in advance, and coordinated outages with other plants to handle increased demands due to outages. Each shutdown had a contingency plan and procurement plan, and there were no unplanned shutdowns. Mark worked with the client's public relations personnel to communicate with the public.

**Project Manager/Construction Manager** | Bakersfeld Wastewater Treatment Plant No. 3 Expansion, Bakersfeld, CA

This \$219 million project to increase facility capacity from 16 MGD to 32 MGD was delivered using a traditional design-bid-build/low bid delivery method, but Kiewit was instrumental in the permitting and start-up of the cogeneration facility and was able to work with the client and their engineer to overcome obstacles and add value throughout. During procurement, Kiewit discovered that the specification requirements for the gas purification system did not correlate with the design and layout of the slab. Mark and the client, the engineer, and vendor collaborated to re-design the foundations, piping, electrical, and controls. Mark led the team in ensuring no unplanned interruptions during construction. This project included installation of 10 large vertical turbine pumps with VFDs. Mark worked with the City to eliminate impacts to the community, held regular permitting meetings, and led VE efforts, including converting four secondary clarifiers to primary clarifiers. He facilitated startup training for plant staff. There were zero OSHA recordables.

**Preconstruction Manager** | San Jose Headworks No. 3, San Jose, CA

This project is to construct new headworks and make repairs to existing headworks. Additional scope includes odor control covers over select junction boxes, influent screens, screenings and grit collection areas, corrosion protection, conduits for the collected foul air, combination biological-chemical treatment scrubbers, and modifications to influent pipelines. As construction manager, Mark led the preconstruction efforts for this progressive design build for the City of San Jose. Kiewit is an exclusive subcontractor for design build contractor Jacobs.

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS

**QUALIFICATIONS & UNIQUE KNOWLEDGE**

- Matt has worked on many similar alternative delivery and pump station projects along side many of the members of Kiewit's proposed team. Resourcing this project with experienced experts means Kiewit's team will hit the ground running - with no learning curve
- Expertise in infrastructure projects including water treatment, seismic retrofits, and mechanical systems.

**EDUCATION**

B.S., Information Systems, Enterprise Computer Management, University of San Francisco, San Francisco, CA, 2005

A.A.S., Information Systems, Computer Management, MTI College of Business and Technology, Sacramento, CA, 2003

**EXPERIENCE**

17 Years in Industry

17 Years with Kiewit

**Matt Gardner**  
Project Manager**WHY MATT?**

- ✓ Matt has extensive experience on treatment plant facilities including Harry Tracy WTP, Pinole Hercules WPCP, Ellis Creek WRF, and the RWF 1.0 Project for WWSP.
- ✓ He has an established history of working with key staff and local labor forces.

**RELEVANT PROJECT EXPERIENCE****Project Manager | Raw Water Facilities 1.0, Wilsonville, OR**

This \$47 million project develops new water intake and transmission facilities at the existing Willamette River Water Treatment Plant, including installation of a 66-in. raw water pipeline and construction of a new electrical building, and associated improvements to Willamette River WTP Park such as new trails and overlooks providing enhanced river access. Matt was responsible for the GMP estimate including subcontractor outreach and self-perform scopes of work. Matt was the main point of contact for all procurement coordinating between multiple office locations and estimators for all disciplines. Now in Construction, he is managing all construction activities and serves at the main point of contract for the Client.

**Project Manager | Pinole-Hercules Water Pollution Control Plant, Pinole, CA**

Matt oversaw this \$46 million project to upgrade an existing water facility to increase wet weather capacity to 20 MGD. He managed construction through startup, commissioning, and project completion and closeout. The project included demolition of existing structures and construction of a new solids handling building, headworks, influent pump station, gravity sludge thickener facility, three 80-ft.-diameter secondary clarifiers, an 85-ft. extension of existing aeration basins, an effluent pump station, existing clarifier

mechanisms and primary sludge pumps, relocating the gas flare, replacing return activated sludge and waste activated sludge pumps, and associated piping.

### **Project Engineer** | Oroville Dam Interim Spillway Repair, Oroville, CA

This \$676 million emergency project demolished and reconstructed the 3,000-ft. main spillway and 750-ft. emergency spillway, constructed a 1,450-ft.-long underground secant pile wall to buttress the emergency spillway, and constructed associated site access and improvements to provide future stability. Due to the nature of the emergency repair, the team collaborated with Department of Water Resources designers, regulatory agencies, and stakeholders to continually conform and adapt the design and construction means/methods to unknowable surface and field conditions, while still maintaining strict design specifications and critical timelines. The project included a very confined site where multiple operations were being performed at once to achieve the project schedule. The Oroville project achieved all major milestones and was completed on schedule. It was honored with seven industry awards. Matt was responsible for financial reporting, tracking quantities, managing the P6 project schedule in coordination with the project team, as well as design review and inspection of temporary construction devices. In addition, he managed multiple large subcontractors, and oversees document control (review of submittals and RFI)

### **Project Manager** | Upper San Leandro Reservoir Tower Upgrade, Oakland, CA

This \$7 million project for the East Bay Municipal Utility District consisted of the demolition and removal of existing valves, valve components, ladders, stairways, bridge crane and miscellaneous electrical components for the intake tower. The intake tower was retrofitted with a new 2-ft. wide by 5-ft. deep concrete collar, connected to two buckling restrained braces anchored on-shore in concrete anchor blocks, anchored with multi-strand anchors. As Project Manager, Matt was responsible for all construction, subcontracts, and P6 project schedule. This project had several access constraints requiring an extensive work plan developed to provide land access along very steep slopes to the work area. Working areas, as well as material laydown areas, were very limited creating extensive coordination with the constantly changing access to progress of work. This project delivered on time and within-budget.

### **Project Controller** | Harry Tracy Water Treatment Plant Long-Term Improvements, San Bruno, CA

This \$196 million project involves improving delivery reliability and providing seismic upgrades at this regional water treatment plant to achieve a sustained capacity of 140 MGD for at least 60 days, and to provide 140 MGD within 24 hours following a seismic event on the San Andreas Fault. The work involves decommissioning the existing 6.5 and 8 MG treated water reservoirs and constructing a new 11 MG treated water reservoir, five new filters, replacing the existing 0.5 MG washwater tank, constructing a new 0.5 MG washwater tank, converting washwater clarifiers to equalization basins, installing new high-rate clarifiers, and performing hydraulic improvements to various treatment units. Matt worked with project startup team on office setup and establishing project controls including development and execution of project subcontracts and material contracts for this \$196 Million water treatment plant and seismic upgrade.

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS

**QUALIFICATIONS & UNIQUE KNOWLEDGE**

- Brent is currently the General Superintendent for the Raw Water Facilities 1.0 Project and has intimate knowledge of the local workforce.
- Expertise in infrastructure projects including water treatment, seismic retrofits, and mechanical systems.

**EDUCATION**

High School Diploma

**EXPERIENCE**

35 Years in Industry

33 Years with Kiewit

**Brent Simmons**

Construction Manager/General Supt

**WHY BRENT?**

- ✓ Brent has vast experience working on large municipal water projects, including the Orange County Wastewater Treatment Plant, the Ellis Creek Water Reclamation Plant, Crystal Springs/San Andreas (CSSA) Transmission Upgrade for the San Francisco Public Utilities Commission, and Sacramento River Water Treatment Plant.
- ✓ Brent plans to use his current experience at the Wilsonville WTP with Veolia operators to ensure the right plan is in place to execute all MOPO operations.

**RELEVANT PROJECT EXPERIENCE**

**General Superintendent** | Raw Water Facilities 1.0, Wilsonville, OR

This \$47 million project develops new water intake and transmission facilities at the existing Willamette River Water Treatment Plant, including installation of a 66-in. raw water pipeline and construction of a new electrical building, and associated improvements to Willamette River WTP Park such as new trails and overlooks providing enhanced river access. Brent is currently responsible for all construction operations.

**General Superintendent** | Oroville Dam Interim Spillway Repair, Oroville, CA

Brent was responsible for all of the concrete placement for the main spillway section of the project. Total quantity placed in the 2017 season was 60,000 cy of structural concrete and in the 2018 season 70,000 cy of structural concrete. The project was fast paced and schedule critical, Kiewit met the contractual milestone date for 2018. This emergency repair project is reconstructing the 3,000 ft. long concrete main spillway and strengthening the adjacent emergency spillway at the nations tallest dam.

**Construction Manager** | IOL Kearn Expansion Project, Imperial Oil Limited, Alberta, Canada

Brent was responsible for all phases of construction to install 3000 driven pile, 9000 cubic meters of concrete



foundations, and 245 Modules for the Kearn Expansion Project. The project also included a large scope of civil, mechanical, piping, and electrical installations, totaling \$1.6 billion-dollar project.

### **General Superintendent** | Sacramento River Water Treatment Plant, Sacramento, CA

The project involved expanding the city's existing river water treatment plant expansion to increase the plant's capacity from 100 to 160 MG. Brent managed the planning and construction startup of the project which included new concrete structures, mechanical equipment, upgrading the electrical and control equipment, and constructing the new treatment train.

### **General Superintendent** | Crystal Springs/San Andreas (CSSA) Transmission Upgrade, San Francisco Public Utilities Commission (SFPUC), San Mateo, CA

For this \$94 million-dollar project, Brent was responsible for all marine work, which includes the removal and install of underwater structures, piping, CIDH pile, and excavation. The project is a series of inlet and outlet structures, pipelines and pumping facilities that move water from the Crystal Springs Reservoirs north to San Andreas Lake and the Harry Tracy Water Treatment Plant, and then into the water distribution pipelines. The project area (including all construction, staging, and access areas) covers approximately 135 acres and is composed of seven distinct project components running approximately 7.6 miles across the Peninsula Watershed. The project also included construction of a new Crystal Springs Pump Station.

### **General Superintendent** | Ellis Creek Water Reclamation Plant, City of Petaluma, Petaluma, CA

Brent was responsible for all phases of construction and oversaw the coordination of 47 subcontractors. The new facilities included an influent force main, headworks facility, two oxidation ditches and secondary clarifiers, tertiary filters, UV disinfection facilities, a recycled water and fire water pump station, recycled water storage reservoir, potable water pump station, sludge thickener facility, two phase digester, boiler building, digested sludge storage tank, screw press dewatering system, bio-filter odor control system, operations and maintenance building, polishing treatment wetlands and vegetated treatment wetlands, standby generator system, power distribution system and other facilities necessary to provide a functional treatment facility.

### **General Superintendent** | P1-102 Activated Sludge (Orange County), California Sanitation District, Fountain Valley, CA

Brent was responsible for all phases of construction on the Orange County Wastewater Treatment Plant upgrade. The project consists of construction on the Secondary Activated Sludge Facility 2 at Plant Number 1. The project scope involves construction of blower building #2, which houses four 1500-HP Turblex blowers; aeration basin #11-16; secondary clarifiers #27, #29, and #31-34; return activated sludge (RAS) / waste activated sludge (WAS) / scum pumping systems; modification of the existing bleach building; power building #9; secondary clarifier electrical building; aeration basin tunnels 30 and 31 piping; secondary clarifier gallery; and miscellaneous site flow distribution structures.

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS

**QUALIFICATIONS & UNIQUE KNOWLEDGE**

- A thorough understanding of project specification requirements, construction drawings, and their applications in all phases of construction.
- Expertise in infrastructure projects including water treatment, seismic retrofits, and mechanical systems.

**EDUCATION**

B.S., Civil Engineering,  
Gonzaga University, Spokane,  
WA, 2015

**EXPERIENCE**

8 Years in Industry  
7 Years with Kiewit

**Chris Walsh**  
Construction Engineer**WHY CHRIS?**

- ✓ Chris brings his experience working on the Raw Water Facilities Project for WWSP and his familiarity with plant operations.
- ✓ The CM/GC team will benefit from his experience scheduling and estimating this type of work, for an accurate schedule, and transparent OPCCs and GMP.

**RELEVANT PROJECT EXPERIENCE****Senior Project Engineer** | Raw Water Facilities 1.0,  
Wilsonville, OR

This \$47 million project develops new water intake and transmission facilities at the existing Willamette River Water Treatment Plant, including installation of a 66-in. raw water pipeline and construction of a new electrical building, and associated improvements to Willamette River WTP Park such as new trails and overlooks providing enhanced river access.

**Superintendent / Field Engineer** | Project Neon, Las Vegas, NV

Christopher helped manage and schedule the civil/grading crews for the widening of both the US95 and I-15 highways and interchange, as well as nearby city street work. He worked with MOT subcontractors during multiple traffic switches throughout the project duration, as well as demolition crews during any bridge tear down operation. He worked with NDOT and the design firm to approve all essential submittals or get any RFI's answered in a timely fashion. Along with those responsibilities, he was heavily involved in aggregate and dirt haul tracking and procurement using FiveCubits. This included submitting new types of aggregate base, common fill dirt, and MSE wall backfill to be sure material met specs. He worked with QC to test material and check against job specifications to confirm material would be usable.

Later in the project, Christopher was responsible for the aesthetics, sawcutting, equipment mobilization, and painting subcontracted scope of work. He oversaw all submittals for Federal Heath's aesthetic work, interacting with both Federal Heath and NDOT owners, as well as multiple local artists. He scheduled all aesthetic work, which included excavation, electrical, and installation – a combination of three separate subcontractors. He tracked all installed work, including change orders, and was took responsibility of any and all payment. Using Smartsheet, he also scheduled out sawcutting and equipment mobes for all disciplines. Finally, he was accountable for the scheduling and payment of the painting subcontractors. The aesthetics and painting subcontracts alone were close to \$11 million in work – which Christopher was solely responsible for.

The multi-phase, multi-year project will boost safety, mobility, and accessibility in the most heavily trafficked corridor in the state of Nevada. Project Neon extends 3.7 miles along I-15 from Sahara Avenue to the US-95/I-15 Interchange through the heart of Las Vegas. The primary features of Project Neon's initial improvement will include building a one-mile long occupancy vehicle (HOV) bridge connecting I-15 to US 95, creating a new HOV interchange reconstructing the Charleston/I-15 Interchange and ramp braiding for the southbound movements.

### **Field Engineer** | Avon Wharf MOTEMS Upgrade Project, Martinez, CA,

Christopher helped manage the structural steel work during the construction of the new trestle for Tesoro – which involved tear down of the 60-year old wooden trestle as well as construction of the new, MOTEMS compliant berth and trestle. Christopher assisted with the procurement and logistics of steel, gas, and demo debris. He also obtained weekly permits in order to perform any work within the refinery. Christopher prepared RFIs, compiled QC records for welding and concrete pours, and was responsible for project closeout documentation.

This project involved upgrading a large shipping terminal to meet new requirements of the California Marine Oil Terminal Engineering and Maintenance Standards (MOTEMS). The major elements included refurbishing or replacing all sections of a one-mile access and pipeway trestle and expanding the wharf. All major scopes were self-performed including demolition, refurbishing and removing timber pile, in-water pile driving with vibratory and impact hammers, wharf and trestle construction, cast-in-place and precast concrete deck, and significant electrical and mechanical upgrades. The project was completed five months ahead of the MOTEMS deadline and the new wharf was turned over to the client for testing, commissioning, and immediate use.

### **Office Engineer** | BART Warm Springs Extension Design-Build, Fremont, CA

Christopher assisted the project engineer to field verify completed work and red-line drawings to represent all as-built work. He compiled RFIs and submittals for project recordkeeping in Sharepoint.

Kiewit was responsible for completing the design, as well as constructing the trackway, systems, and the new Warm Springs Station. The Warm Springs Extension added 5.4-miles of new tracks from the existing Fremont Station south to a new station in the Warm Springs district of the City of Fremont, with an optional station to be located approximately midway, in the Irvington District.

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS

**QUALIFICATIONS & UNIQUE KNOWLEDGE**

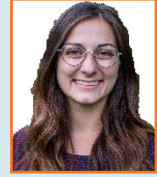
- A thorough understanding of project specification requirements, construction drawings, and their applications in all phases of construction.
- Expertise in mechanical construction in water treatment plant facilities

**EDUCATION**

B.S., Construction Engineering, Purdue University, West Lafayette, IN, 2017

**EXPERIENCE**

4 Year in Industry  
1 Year with Kiewit

**Haley Bartolomei**  
Field Engineer**WHY HALEY?**

- ✓ Haley brings her experience working on the Columbia Blvd WWTP Project and her familiarity with mechanical plant operations.
- ✓ Her preconstruction experience on the CBWTP project in GMP development and early procurement packaging will benefit the Project.

**RELEVANT PROJECT EXPERIENCE****Mechanical Superintendent I** Columbia Blvd WWTP, Portland, OR

This CM/GC project is a \$300M expansion and upgrade of existing facilities of the Columbia Boulevard WWTP - including new clarifiers, RAS systems, solids handling equipment, electrical switchgears, substation transformers and MCCs, rehab of aeration basins, and other facilities. Kari was involved in the pursuit of this project and is leading the estimating process for this CM/GC project. During preconstruction, she has been involved in workshops to develop cost models and schedules for this contract that has been split into 2 GMPs. Haley was also instrumental in preparing early procurement packages for long lead equipment. Now in construction, Haley is responsible for mechanical operations.

**Previous Work History**

- Project Engineer, Mortensen, Portland, OR - Haley's project experience includes an \$18 million tenant improvement for a large confidential Manufacturing customer in Beaverton, OR, and a \$4 million tenant improvement and apron expansion for a confidential Corporate Hangar at an active airport in Hillsboro, OR. As a Project Engineer, her duties included:
  - Performing cost and change management, documentation, and tracking
  - Interfacing with external customers including AHJs

- and third party entities in regards to the permitting and inspection processes
- Creating project schedules and performed progress updates
  - Tracking and managing material procurement and identified and resolving issues early on
  - Preparing subcontract agreements and scopes of work for trade partners
  - Creating owner progress billings and reviewed trade partner pay applications
  - Spearheading QA/QC process for the project and conducted field inspections of work put into place
  - Coordinating and managing trade partners onsite to maintain safety and productivity
- Estimator, Mortensen, Itasca, IL - Haley estimated large scale commercial, medical, and sporting facilities in Illinois and Utah. Her duties included:
    - Facilitating cost estimates for large scale commercial projects from conceptual design through construction
    - Researching costs through historical data as well as market feedback
    - Providing value engineering and cost analysis to meet and maintain budget
    - Performing quantity takeoffs utilizing various estimating software including 3D modeling
    - Analyzing construction documents for accuracy and completeness ensuring no scope gaps
    - Soliciting trade partner proposals and evaluate bid pricing from all vendors for accuracy and completeness
    - Establishing and maintaining working relationships with vendors and subcontractors

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS

**QUALIFICATIONS & UNIQUE KNOWLEDGE**

- A thorough understanding of project specification requirements, construction drawings, and their applications in all phases of construction.
- Expertise in infrastructure projects including water treatment, seismic retrofits, and mechanical systems.

**EDUCATION**

B.A. Business Management Administration Business Administration and Management, California State University, Sacramento, CA, 2006

**EXPERIENCE**

13 Years in Industry

13 Years with Kiewit

**Tim Gleaves**

Accountant

**WHY TIM?**

- ✓ Has 13 years of industry experience including 6 years of experience on alternative delivery projects and has worked with clients to accurately represent cost forecasting and billing.
- ✓ Tim currently oversees all business and accounting functions for all of Kiewit's CM/GC projects in Oregon and will bring his expertise to ensure timely and consistent work.

**RELEVANT PROJECT EXPERIENCE****Business Controller I** Kiewit Infrastructure West Co, Fairfield, CA

Tim holds a senior management position responsible for defining business and accounting practices and to ensure consistent delivery of high quality products and the most effective and efficient services through the business management staff.

**Business Controller I** Mass Electric Construction Industrial (an affiliate of KIWC)

Tim held a senior management position responsible for defining business and accounting practices and to ensure consistent delivery of high quality products and the most effective and efficient services through the business management staff.

**Business Manager I** Bakersfeld Wastewater Treatment Plant No. 3 Expansion, Bakersfeld, CA

This \$219 million project to increase facility capacity from 16 MGD to 32 MGD was delivered using a traditional design-bid-build/low bid delivery method, but Kiewit was instrumental in the permitting and start-up of the cogeneration facility and was able to work with the client and their engineer to overcome obstacles and add value throughout. As Business Manager, Tim was responsible for cost reporting and forecasting, account payable and receivable, payroll, and client billings.

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS

**QUALIFICATIONS & UNIQUE KNOWLEDGE**

- A thorough understanding of project specification requirements, construction drawings, and their applications in all phases of construction.
- Expertise in infrastructure projects including water treatment, seismic retrofits, and mechanical systems.

**EDUCATION**

B.S., Civil Engineering,  
University of Southern  
California, Los Angeles, CA,  
1997

**EXPERIENCE**

25 Years in Industry  
25 Years with Kiewit

**Chris Wiese**  
Chief Engineer**WHY CHRIS?**

- ✓ Chris brings over 25 years of controls and scheduling experience from a variety of construction project types and alternative delivery contract models to the project team.
- ✓ His experience as a project engineer has allowed him to become an expert at managing project schedules and document control systems, ensuring that each project is being managed properly, and coordinating with outside parties to guarantee that work during plant shutdowns is completed successfully..

**RELEVANT PROJECT EXPERIENCE****Proposal Manager/Lead Estimator** | Kiewit  
Infrastructure West Co., Fairfield, CA

Chris has led proposals and estimates for large-scale infrastructure projects in the US and Canada. In addition to leading designs and estimates, he reviews past costs of similar projects, priced the job overhead, and coordinated with subcontractors and suppliers. Chris has also been involved in Preconstruction scopes of work on alternative delivery projects in the Portland Area.

**Project Engineer** | Oroville Dam Interim Spillway Repair,  
Oroville, CA

Chris is responsible for overall project controls, including submittals, quality control records, RFI's, change orders, quantity tracking, progress estimates, and schedules. In February 2017, the Oroville Dam Spillway experienced damage as a result of heavy storms. Kiewit's work to repair the spillway includes foundation preparation, installation of roller compacted concrete, and structural and erosion resistant concrete.

**Project Engineer** | Warm Springs Extension Design-Build,  
Fremont, CA

Chris was responsible for overseeing the quality, safety and security certification, punch list, as-builts, and the Operations & Maintenance Manuals during the closeout

phase. He is working with the regulatory agencies to make sure all safety and security testing and agency approval is acquired. The Warm Springs project consists of the construction of 5.4-miles of new tracks from the existing Fremont station south to a new station in the Warm Springs district in the City of Fremont.

### **Quality Control Manager** | Folsom Dam Modification Phase IV, Folsom, CA

Chris monitored safety, environmental, and quality compliance of the field operations and managed the entire QC testing and inspection program for this USACE project. Kiewit had an on-site laboratory for testing concrete and aggregates to ensure quality. Chris managed the testing data and closely monitored the complex temperature controls, specific strengths, and multiple mix designs of the concrete. This project involves finishing the flood control improvements to the Folsom Dam. Phase IV will construct the spillway chute and stilling basin on the downstream side of the new spillway as well as the upstream approach channel and cutoff wall to direct the water to the control structure.

### **Contract Administrator** | Crane Valley Dam Seismic Retrofit Project, Wishon, CA

Chris was responsible for the management of the contract administration staff and change order efforts. Chris worked with the owner and project team for approximately \$20 million worth of change order work, which included redesign of the quarry excavation. This project was a seismic retrofit of the existing hydraulic earth-fill dam for Pacific Gas & Electric. This complicated work took place in one of most environmentally sensitive areas in the Sierra Nevadas and required coordination with multiple agencies and stakeholders.

### **Assistant Design Manager/Civil Lead** | I-405 Sepulveda Pass Widening Design-Build, Los Angeles, CA

Chris was responsible for the Phase 1 civil design, managing multiple designers, coordinating with other disciplines, and developing and implementing design optimizations. On Phase 2, he managed a team to quantify and estimate the civil portion of the project. On Phase 3, Chris was responsible for the overall technical design, managing all discipline leads, planning and scheduling the design packages, coordinating constructability reviews, and resolving design issues. This design-build project involved constructing one 10-mile high-occupancy vehicle lane northbound on I-405 from I-10 to US-101, adding 10-ft shoulders, restriping all lanes to standard 12-ft widths, reconstructing or modifying 23 bridge and ramp structures, building approximately 16 miles of retaining walls, and performing road improvements on the adjacent city streets.

### **Project Engineer and Contract Administrator** | Swift Canal, Cougar, WA

As Project Engineer, Chris was responsible for planning, managing engineers and surveyor, developing, maintaining and managing project schedule (P3), cost control, submittals, document control, change order pricing, progress estimates and quantities, field crews, environmental compliance, coordinating with subcontractors, and communicating with outside agencies. As Contract Administrator, Chris was responsible for contract administration, document control, change order pricing, and progress estimates and quantities.

The scope of work included excavation, foundation treatment and grouting, dam embankment, drainage pipe with HDPE liner, shotcrete, and reinforced concrete lining.



## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS

**QUALIFICATIONS & UNIQUE KNOWLEDGE**

- Expert in developing project cost models and maintaining the cost model so that assumptions, contingency, risk, and estimate approach are fully understood by the client, design team, and ICE
- 8 years of experience in CM/GC and other alternative delivery project models

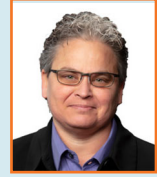
**EDUCATION**

High School Diploma

**EXPERIENCE**

32 Years in Industry

27 Years with Kiewit

**Kari Larsen**  
Lead Estimator**WHY KARI?**

- ✓ With over 32 years in the industry, she understands what it takes to build complex work, as well as the forethought to consider how unforeseen events could impact cost.
- ✓ She has collaborated with project owners and designers to develop comprehensive, accurate, and transparent cost evaluations. Kari also reviews subcontractor quotes along with the project schedule to proactively pinpoint and correct issues.

**RELEVANT PROJECT EXPERIENCE****Lead Estimator** | Kiewit Infrastructure West Co, Fairfield, CA

Kari currently serves as the Lead Estimator for Kiewit's Northern California District. Currently, the estimating team has over 40 full time personnel and supports the Preconstruction phases of 7 other CM/GC projects in the region. While promoting teamwork and learning, Kari requires a disciplined, systematic approach to produce accurate estimates. She is process-driven and transparent as she works with estimators and clients.

Alternative Delivery Projects that Kari has overall estimating oversight on as Kiewit's Northern California Lead Estimator:

- 12/80 Crossing, GMGC, Caltrans, Fairfield, CA
- SM 101 Managed Lanes, CM/GC, Caltrans, San Mateo, CA
- SFOBB Foundations Removal Phases 1, 2, & 3, CM/GC, Caltrans, Oakland, CA
- Klamath River Dam Renewal, Progressive Design-Build, Hornbrook, CA
- Raw Water Facilities 1.0, CM/GC, Willamette Water Supply, Wilsonville, OR
- Columbia Boulevard WWTP Expansion, CM/GC, City of Portland Bureau of Environmental Services, Portland, OR

**Lead Estimator** | Columbia Boulevard WWTP Expansion, Portland, OR

This CM/GC project is a \$300M expansion and upgrade of existing facilities of the Columbia Boulevard WWTP - including new clarifiers, RAS systems, solids handling equipment, electrical switchgears, substation transformers and MCCs, rehab of aeration basins, and other facilities. Kari was involved in the pursuit of this project and is leading the estimating process for this CM/GC project. During preconstruction, she has been involved in design and value engineering workshops to develop cost models and schedules for this contract that has been split into 2 GMPs. Her team focused on schedule-critical early works packages in GMP 1 utilizing a risk register alongside the Client to identify and track risks to either eliminate or mitigate through design.

**Lead Estimator** | San Jose Headworks No. 3, San Jose, CA

The project included a new headworks and repairs to existing headworks. Odor control covers over select junction boxes, influent screens, screenings and grit collection areas, corrosion protection, conduits for collected foul air, combination biological-chemical treatment scrubbers, and modifications to influent pipelines were included in project scope. Kari led the estimating process, GMP and schedule development, and evaluation and pricing of risks for this \$63M progressive design-build project.

**Project Superintendent/Project Manager** | WBV-07 Planters Pump Station Fronting Protection and Modifications, Belle Chaise, LA

This project involved constructing a continuous line of hurricane flood protection across the discharge basin at Planters Pump Station along the Algiers Canal. The river setting, transporting cranes on barges, limited working areas with tight access, existing underground structures and piling, and severe weather conditions all contributed to creating a challenging project. The design incorporated pile-founded reinforced concrete T-wall monoliths. New butterfly valves were installed on extended steel discharge pipes. Other work included modifications to existing pumping station utilities, dewatering systems, temporary retaining structures, excavation, clearing, and grubbing.

Kari managed all aspects of the pile driving and shoring operations including scheduling, hiring, planning, procuring, cost controls, and installation of all permanent and temporary pile and shoring. This included sheet pile, concrete pile, H-pile, dolphin pile, cofferdams, templates and underwater rock placement along with cranes, barges, maintenance. The project received the Best Overall Concrete Project Award for 2012 by the Louisiana chapter of the ACI.

**Field Superintendent** | Natomas and South River Pump Stations, Sacramento, CA

The contract called for two pumping stations at the northern end and midpoint on the Lower Northwest Interceptor, a 19-mile regional pipeline that transported approximately 200 MGD of sewage from the Natomas community in northern Sacramento and the city of West Sacramento to a wastewater treatment plant located in Elk Grove. Kari was responsible for work planning, scheduling, cost tracking, and procuring materials, supplies, and equipment. She coordinated with inspectors, subcontractors, consultants, and other crews, and handled RFIs and submittals.

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS

**QUALIFICATIONS & UNIQUE KNOWLEDGE**

- A thorough understanding of project specification requirements, construction drawings, and their applications in all phases of construction.
- Planning and execution of large scale construction operations

**EDUCATION**

B.S., Journeyman Electrical License, Nebraska State Electrical Board

**EXPERIENCE**

18 Years in Industry

6 Years with Kiewit

**Mike Lee**  
Lead Scheduler**WHY MIKE?**

- ✓ Mike's experience providing and managing a realistic, well-planned schedule, and his familiarity with planning operations to meet that schedule with input from the client and other stakeholders will directly benefit this project
- ✓ He oversees estimate schedules, current project schedules, and provides schedule analysis for new pursuits and existing projects for all types of contracts.

**RELEVANT PROJECT EXPERIENCE****Schedule Manager** | Various Projects for Kiewit Infrastructure West Co, Vancouver, WA

Mike has developed and managed or supported multiple complex project schedules for Kiewit over the past five years including:

- Raw Water Facilities 1.0 (Wilsonville, OR) - Water Treatment Plant and Raw Water Intake Upgrades
- Phillips 66 Freeport LPG Export Terminal (Freeport, TX) – New Liquefied Petroleum Gas Export Terminal
- Riviera Beach Clean Energy Center (Riviera Beach, FL) – New 1,250MW Three-on-One Combined Cycle Natural Gas Power Plant
- Sandy Creek Energy Station (Riesel, TX) – New 940MW Coal Fired Power Plant
- Plum Point Energy Station (Osceola, AR) – New 665MW Coal Fired Power Plant
- Nebraska City Station Unit 2 (Nebraska City, NE) – New 682MW Coal Fired Power Plant

**Schedule Manager** | Oroville Dam Interim Spillway Repair, CA

Mike was assigned to the project during NTP and was responsible for development of the critical path method schedule (CPM) and updated the schedule as the design progressed to reflect actual construction means and

methods. His responsibilities include working with the client and project team to maintain and revise the schedule as needed. Mike has also been involved in time impact analyses throughout the life of the project.

This project, undertaken as an emergency response, repairs both the primary and emergency spillways at the Oroville Dam complex. The scope of work includes foundation preparation, dental excavation, installation of 1,050,000 CY of RCC, and structural and erosion resistant concrete to reconstruct the damaged main spillway. In addition, the project includes repair of the emergency spillway by constructing a structural concrete cut-off wall, a secant pile wall, and then placing RCC between the cut-off and secant pile walls to buttress the emergency spillway.

### **Scheduler** | Farrington/Kamehameha Guideways, Honolulu, HI

As scheduler, Mike was responsible for maintaining and updating the critical path method schedule (CPM). He created the revision schedules that were used to complete the projects, and the Time Impact Analyses used to resolve commercial issues. Project Neon was the largest design-build project in NDOT history. The project increased safety, mobility, and accessibility in the most heavily traveled corridor in the state of Nevada. The primary features included building a one-mile HOV bridge connecting I-15 to US 95, adding two HOV lanes in each direction, nearly four miles of freeway reconstruction, 30 bridges, and significant utility relocations.

The West Oahu/Farrington Highway and Kamehameha Highway Guideway projects are the first two segments of the Honolulu High-Capacity Transit Corridor. The combined projects include 11 miles of double track aerial structure. The contract included deep foundations, substructures, and superstructure for the aerial guideway; two balanced cantilever bridges spanning the H1 freeway; installation of nearly 22 miles of track work; extensive utility relocations; and roadway widening.

### **Previous Work History**

- Scheduler, Various Projects, Zachary Group - Mike was responsible for creating and maintaining EPC schedules and specialty schedules (i.e. baseline, milestone, recovery, start-up) on various projects. He tracked baseline and weekly schedule variances, critical paths, maintained detailed scheduled logs and coordinated with project stakeholders.

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS

**QUALIFICATIONS & UNIQUE KNOWLEDGE**

- Excels at building relationships with clients and creates trust with suppliers by meeting with them early to discuss pre-agreements, payment terms, and advance engineering for early cash flow.
- His construction background across multiple markets helps him identify potential risks early to alleviate disruptions.

**EDUCATION**

M.S., Geotechnical/Civil Engineering, South Dakota School of Mines & Technology, Rapid City, SD, 2002

B.S., Civil Engineering, South Dakota School of Mines & Technology, Brookings, SD, 1986

**EXPERIENCE**

35 Years in Industry

18 Years with Kiewit

**Raja Ponniah**  
Procurement Lead**WHY RAJA?**

- ✓ With over 35 years of industry experience, Raja leverages his relationships with suppliers and manufacturers to streamline the procurement process.
- ✓ Raja leads outreach and good faith efforts to disadvantaged businesses, including reviewing bond waiver requests, insurance issues, and technical lessons learned. Raja's diligence when working with subcontractors and his recent experience with CM/GC water projects will be integral to Procurement efforts on the Project.

**RELEVANT PROJECT EXPERIENCE****Senior Contracts Manager** | Kiewit Infrastructure West Co., Fairfield, CA

During the pre-bid stage, Raja is responsible for soliciting, negotiating with, and selecting qualified subs, suppliers, and services to join the Kiewit team. During this process he provides outreach to these companies by performing a compliant good faith effort, including reviewing and assisting firms with bond waiver requests, insurance issues, and technical lessons learned.

During construction, Raja is responsible for managing and assisting subs and suppliers; drafting project-specific additional provisions; assisting with large and/or high risk sub and supplier contract negotiations; reviewing and approving all agreements (subcontract, materials contract, professional services, etc.); assisting with resolution of major subcontract and material contract change disputes; maintaining district subcontract metrics and rood cause reporting; assisting with XBE issues; reviewing and assisting with bond waiver requests; reviewing and assisting with insurance issues; and assist with subcontractor cost overrun on projects.

**Quality, Environmental, & Compliance Manager** | Marsh Landing Generating Station, Antioch, CA

Raja is responsible for managing three salaried staff to complete all aspects of quality, environmental, and

compliance. He is also responsible for obtaining, maintaining, and closing the permits. He also is responsible for reporting to the regulatory agencies.

The project involves construction of an 800-MW natural gas-fired power plant with four 200-MW simple cycle units. The equipment includes four Siemens 5000F(4) combustion turbines, four emissions control systems complete with selective catalytic reduction and oxidation catalysts, exhaust gas-tempering air fan systems, three fuel gas compressors, and balance of plant equipment. The work involves moving 110,000 cy of dirt, pouring 16,000 cy of concrete, installing 30,000 lf of 2- to 24-in. process pipe, 100,000 lf of electrical conduit, and all electrical and instrumentation and controls.

### **Contract Administration Manager & Project Engineer** | Devils Slide Tunnel, Pacifica, CA

As Contract Administrator, Raja was responsible for all contract change order work, contract revenue, and subcontract management.

As Senior Project Engineer, Raja was responsible for management of subcontractors, suppliers, project scheduling, contract revenue, cost accounting, orders, coordinating survey, submittals, and administering environmental compliance and quality control.

The project involved constructing two bore tunnels approximately 4,100 ft. long, 30 ft. wide, 22 ft. high, and 60 ft. apart. The project scope includes roughly 225,000 cu. yd. of excavation and 80,000 cu. yd. of tunnel concrete. The tunnel will be constructed through granitic, sandstone and shale formations using the New Austrian Tunneling Method, which relies on inherent rock strength for support. Kiewit is one of the few contractors in the U.S. to use this type of tunneling method.

### **Project Engineer** | NSR Pumping Stations (Lower Northwest Interceptor), Sacramento, CA

Raja was responsible for contract administration, including management of subcontractors, suppliers, project scheduling, contract revenue, cost accounting, orders, coordinating survey, submittals, and administering the project safety and quality control plans.

The project involved construction of the New Natomas and South River raw sewage pumping stations (200 MGD each), which are a portion of the Lower Northwest Interceptor.

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS

**QUALIFICATIONS & UNIQUE KNOWLEDGE**

- Chad has spent the majority of his electrical career in the industrial field. His experience is in water/wastewater, hydroelectric, manufacturing facilities, and industrial plants.
- Chad is an A-level inspector in the state of Oregon, as well as a licensed Journeyman Wireman in Washington.

**EDUCATION**

IECO Electrical Apprenticeship

**CERTIFICATIONS**

- OR General Supervisor
- OR A Level Inspector
- WA Journeyman License
- OSHA 10
- OSHA 30
- Defensive Driving Training
- CPR & First Aid Training

**EXPERIENCE**

27 Years in Industry

14 Years with Christenson

**Chad Privratsky**  
Electrical Superintendent**WHY CHAD?**

- ✓ Chad brings 27 years of project management experience on a side array of large, complex, multi-million dollar projects. He has a vast knowledge of managing critical path items, removing and replacing generation switchgear, shutdowns and controls.
- ✓ Chad has extensive experience in training and leading crews, customer relations, design assist, and getting projects completed on time and within budget constraints.

**RELEVANT PROJECT EXPERIENCE****Project Manager** | Carmen Smith Hydroelectric Facility, McKenzie Bridge, OR

Christenson's scope on this \$1.7M project involved the replacement of (2) 60MW GSU transformers, MV switchgear, LV service switchgear, instrumentation and control upgrades.

**Project Manager** | River Terrace South Pump Station, Sherwood, OR

Christenson's scope on this \$650k project involved instrumentation and controls for a new sewer lift station.

**Project Manager** | Schmeer Pump Station, Portland, OR

Christenson's scope on this \$400k project involved instrumentation and controls for a new sewer lift station.

**Project Manager** | Bonita Pump Station, Tigard, OR

Christenson's scope on this new \$1.35M sewer lift station project involved instrumentation and controls.

**Project Manager** | Total Plant Batch Upgrade, Eugene, OR

Christenson's scope on this \$2M project involved complete instrumentation upgrade from 120VAC to 24VDC control.

**Project Manager** | New 3200A Electrical Service, Springfield, OR

Christenson's scope on this \$2.3M project involved new electrical service and feeders to replace existing.

**Project Manager** | Hills Creek and Lookout Point, Eugene, OR

Christenson's scope on this \$1M project involved installation of large backup generator and rebuild of Gantry crane

**Project Manager** | Water/Wastewater Facilities, Corvallis, OR

Christenson was involved in multiple projects over the years, from a CSO project and solids handling digester upgrade, to transformer rebuilds, MCC and pump upgrades, as well as maintaining a 5-year service agreement for repairs and additions.

**Project Manager** | Turbine Generator Installation, Toledo, OR

Christenson's scope on this \$6M project involved the installation of (2) new 10mW gas fired turbine generators and associated control and power upgrades, as well as maintaining a maintenance crew for daily projects.



## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS

**QUALIFICATIONS & UNIQUE KNOWLEDGE**

- A thorough understanding of project specification requirements, construction drawings, and their applications in all phases of construction.
- Expertise in electrical scopes of work in operational industrial plants.

**EDUCATION**

Electrical Apprenticeship

**CERTIFICATIONS**

- OR JW Electrical License
- OR Supervisors License
- OSHA 10
- OSHA 30

**EXPERIENCE**

21 Years in Industry

2 Years with Christenson

**Garland Dotson**  
Electrical Foreman**WHY GARLAND?**

- ✓ As Electrical Foreman, Garland will help plan, implement and deliver a successful project. He supervises, sequences, coordinates and monitors all work to ensure that this project is completed on schedule to the highest quality standards.
- ✓ Garland's area of expertise is industrial water treatment plants and has 12 years' experience working in water treatment facilities.

**RELEVANT PROJECT EXPERIENCE****Electrical Foreman** | Carmen Smith Hydroelectric Facility, McKenzie Bridge, OR

Christenson's scope on this \$1.7M project involved the replacement of (2) 60MW GSU transformers, MV switchgear, LV service switchgear, instrumentation and control upgrades.

**Electrical Foreman** | IPS/Secondary Clarifier Upgrade, Hillsboro, OR

Christenson's scope on this \$1.7M project involved underground duct bank for IPS E-House, (4) new upgraded clarifiers, and odor control.

**Electrical Foreman** | Hannah Mason Pump Station, Portland, OR

Christenson's scope on this \$1.2M project involved five pumps, public restrooms, and park equipment storage for a new pump station.

**Electrical Foreman** | Digester Complex, Hillsboro, OR

Christenson's scope on this \$2.2M project involved (2) new digesters, electrical MCC service, and rerouting of main duct bank for new MCC service for a new sewer lift station.

**Electrical Foreman** | Legacy Salmon Creek Medical Center, Vancouver, WA

Christenson performed electrical scopes on this \$42M project to build a new 6-story medical Center involved 468,890-SF main hospital building with two L-shaped patient towers.

**Electrical Foreman** | FedEx Distribution Hub, Troutdale, OR

Christenson performed electrical scopes on this \$35M project to construct of nearly 15 miles of conveyor belt systems.

**Electrical Foreman** | Intel RA Water Treatment Plant, Hillsboro, OR

Christenson performed electrical scopes on this \$120M project to build a new complete water recycling facility.

**Electrical Foreman** | Durham CWS Phase 5, Durham, OR

Christenson performed electrical, instrumentation, and controls scope on this \$2.7M project involved the construction of new Aeration basin, clarifier, odor control, electrical room with new MCC service. The project utilized 120V, 480V, PLC and controls.

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS

**QUALIFICATIONS & UNIQUE KNOWLEDGE**

- Extensive experience working during preconstruction to plan installation of mechanical equipment and electrical components at operating facilities without unplanned interruptions to service.
- Supervising work on the \$196 million Harry Tracy WTP and others gives him unique skills and lessons learned to inform constructability reviews and manage safe site work

**EDUCATION**

High School Diploma

**EXPERIENCE**

30 Years in Industry

16 Years with Kiewit

**Brian Kane**  
Mechanical Superintendent**WHY BRIAN?**

- ✓ Most of Brian's 30 years of experience comes supervising work at active facilities, and he is adept at coordinating with operations and developing MOPOs to ensure no unplanned interruptions.
- ✓ His lessons learned working with constructors, designers, and plant operators to maximize value for clients during design, then executing plans in the field, will deliver a reliable GMP and the most efficient and high-quality construction means and methods.

**RELEVANT PROJECT EXPERIENCE****Mechanical Superintendent** | San Mateo WWTP Upgrade, San Mateo, CA

Brian was responsible for yard piping operations and procurement. Kiewit is a subcontractor to Sundt and has been awarded a \$97M package. The work includes the construction of headworks facilities, primary clarifier, primary effluent pump station, BioActiflo process, biological nutrient removal (BNR) facilities, membrane filtration facilities, MBR equipment Building, below-grade utility corridors, flow equalization basins (FEB), chemical storage and feed facility, disinfection improvements, odor control, site work, landscaping, conveyance of solids, electrical and standby power, new warehouse with mezzanine, and new administration building.

**Mechanical Superintendent** | San Jose Headworks 3, San Jose, CA

Brian was responsible for mechanical operations on the \$60M progressive design-build project to construct headworks 3, and decommission headworks 1 at the San Jose-Santa Clara Regional Wastewater Facility. The new structures included headworks and bar screens, grit handling, pump station, concrete lining of the 8 mg basin, 96 in force main line, 120 in gravity sewer lines and other diversion areas. Kiewit is a subcontractor to Jacobs, and our scope included civil work, under and above ground

pipng, installation of mechanical equipment, and concrete operations.

### **Mechanical Superintendent** | Harry Tracy Water Treatment Plant Long-Term Improvements, San Bruno, CA

Brian was responsible for the planning and installation of filters, two small pump stations in overflow basins, four new high rate clarifiers, six vertical turbine pumps, one low pressure blower, eight submersible mixers, tank subcontractor, and various piping, and integrated the new facilities with existing operations with no unplanned interruptions to service. Brian worked hand in hand with the plant operators daily to ensure no unplanned interruptions, holding thorough pre-activity meetings. If tie-ins or other work had the possibility of impacting operators, he planned the work at least a month in advance, and developed the plan in collaboration with the operators. He worked closely with Mark Bertolero, the project manager, to integrate work plans and facilitate efficient construction. The project will provide delivery reliability and seismic upgrades to achieve a sustained plant capacity of 140 MGD.

### **Superintendent** | Bakersfeld Wastewater Treatment Plant No. 3 Expansion, Bakersfeld, CA

This upgrade project included installation of 10 large vertical turbine pumps with VFDs to expand capacity from 16 MGD to 35 MGD. Brian worked with the City, plant staff, the designer, and Mark Bertolero throughout the project to implement VE solutions and ensure no unplanned interruptions. Value engineering developed by Brian and the Kiewit team during preconstruction included converting four primary clarifiers to new 175-ft. diameter secondary clarifiers. To tie in without interrupting service, Brian developed secondary plans with insurance measure. Shutdowns were required on some of the tie-ins and these were scheduled during periods of low flow to minimize disruptions.

### **Superintendent** | Ellis Creek Water Recycling Facility, Petaluma, CA

Brian was responsible for above ground piping and equipment for 17 MGD, \$119 million wastewater treatment plant that processes sewage fows on an environmentally sensitive site. He worked with plant staff to coordinate tie-ins, and supervised a 36-inch hot tap tie-in, drilling into a live line to avoid interruptions. Kiewit constructed approximately 60 structures including several small pump stations and 90,000 feet of underground piping.

### **Superintendent** | Waterman Water Treatment Plant, Fairfield, CA

Brian was responsible for all underground piping and tie-ins on this \$50 million water treatment plant expansion for the City of Fairfield. Brian worked with the pipe manufacturer to develop specifications that would make the work most efficient. The project involved upgrading the water treatment plant from 15 to 30 MGD. Kiewit refurbished this existing plant and pump station to increase capacity and improve reliability. Kiewit worked with MWH Global, the Owner's Engineer. Multiple phases of work, and shutdowns, required close coordination with the facility staff.

### **Superintendent** | Mud Mountain Dam Fish Passage Facility, Enumclaw, WA

Brian was responsible for the procurement and installation of two 30' pneumatic weir gates, air piping, and temporary controls. Brian was also responsible for managing all mechanical equipment and structural steel suppliers for the Fish Passage Facility.

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS

**QUALIFICATIONS & UNIQUE KNOWLEDGE**

- A thorough understanding of project specification requirements, construction drawings, and their applications in all phases of construction.
- Expertise in infrastructure projects including water treatment, seismic retrofits, and mechanical systems.

**EDUCATION**

High School Diploma

Retired Labor Foreman, Local 185

**EXPERIENCE**

30 Years in Industry

28 Years with Kiewit

**Dave Pritchard**  
Structures Superintendent**WHY DAVE?**

- ✓ Dave brings over 30 years of industry experience to the project including involvement in the Raw Water Facilities 1.0 Project where he helped oversee 200 hp vertical turbine pump replacement work, pads demolition and new construction.
- ✓ Dave plans to use his current experience at the Wilsonville WTP with Veolia operators to ensure the right plan is in place to execute all MOPO operations.

**RELEVANT PROJECT EXPERIENCE****Superintendent I** Raw Water Facilities 1.0, Wilsonville, OR

This \$47 million project develops new water intake and transmission facilities at the existing Willamette River Water Treatment Plant, including installation of a 66-in. raw water pipeline and construction of a new electrical building, and associated improvements to Willamette River WTP Park such as new trails and overlooks providing enhanced river access. Dave was involved in preconstruction in the development of the GMP and is now responsible for structural scopes of work.

**Superintendent I** Tucson Section Barrier Wall Replacement, Lukeville, AZ

Dave was responsible for the safety, quality, planning, and scheduling of concrete footing construction & panel installation operations. This project includes the design and construction of approximately 63 miles of the new pedestrian fence in Arizona split between three segments in Douglas, Lukeville, and Naco. The scope includes civil work, on-site panel fabrication, fence installation, cut-and-fill walls, aggregate base road construction, and installation of electrical, lighting, and communication infrastructure along the alignment.

**Superintendent** | Oroville Dam Interim Spillway Repair, CA

Dave was responsible for the concrete slabs pours on the spillway and supervised crews consisting of finishers & laborers. Maintaining schedule was tantamount to the success of this project, and Dave ensured that his crews met production goals safely and done right the first time.

This project, undertaken as an emergency response, repairs both the primary and emergency spillways at the Oroville Dam complex. The scope of work includes foundation preparation, dental excavation, installation of 1,050,000 CY of RCC, and structural and erosion resistant concrete to reconstruct the damaged main spillway. In addition, the project includes repair of the emergency spillway by constructing a structural concrete cut-off wall, a secant pile wall, and then placing RCC between the cut-off and secant pile walls to buttress the emergency spillway.

**Foreman** | Folsom Dam Phase IV Approach Channel, Folsom, CA

The scope of work included lining the downstream approach channel adjacent to the control structure with approximately 300,000 CY of concrete and over a million CY of excavation. Additional scope included construction of a spur dike, modification of haul routes and installation of temporary cofferdams. Dave oversaw HDPE pipe installation, as well as leveling concrete pours for the new spillway.

## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS

**QUALIFICATIONS & UNIQUE KNOWLEDGE**

- A thorough understanding of project specification requirements, construction drawings, and their applications in all phases of construction.
- Expertise in infrastructure projects including water treatment, seismic retrofits, and mechanical systems.

**EDUCATION**

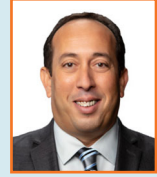
B.C.E. Civil Engineering, Civil Engineering Institute at Biskra (Algeria)/National Institute of Applied Sciences, Lyon (France), 1998

**CERTIFICATIONS**

- Construction Quality Management for Contractors (USACE)
- Certified Reinforced Concrete Special Inspector (International Code Council, #5314000-49)
- Asphalt Pavement 101
- Ultrasonic Tester Level 1

**EXPERIENCE**

20 Years in Industry  
7 Years with Kiewit

**Ahmed Mouada**  
QC Manager**WHY AHMED?**

- ✓ Ahmed brings the team over 20 years of experience writing and implementing project-specific quality control plans that ensure engineers and superintendents know what to do to meet and exceed client expectations, with inspection, testing and documentation on work similar to the RWF 1.0 Project.
- ✓ His experience at the Lower Crystal Springs Dam, Folsom Dam, and the Oroville Dam Interim Spillway Repair projects demonstrate his ability to develop strong client relationships for effective QC during design, construction, start-up and commissioning.

**RELEVANT PROJECT EXPERIENCE****QC Operations Manager** | Raw Water Facilities 1.0, Wilsonville, OR

Raw Water Facilities 1.0 is a CM/GC project involving modifications to an existing treatment plant pump station. Construction includes installing new vertical turbine pumps, seismic improvements, ground improvements consisting of DSM and Jet Grouting, a C200 water pipeline within the limits of the plant, a pile-founded new electrical/operations building, stand-by generators, surge tanks, and a trenchless crossing installed in a secant Shoring system. Pre-construction services included value engineering and constructability reviews, environmental and permitting plans, construction management plans, maintenance and operation plans, opinion of probable costs, and progress schedules at 30%, 50%, 90%, and GMP.

**QA/QC Operations Manager** | Oroville Dam Interim Spillway Repair, CA

As a quality control manager overseeing civil and structural operations, Ahmed is responsible for scheduling and supervising all quality control inspections/testing and QC personnel for the project, in addition to reviewing and approving the quality control document submittals to the state's Department of Water Resources. He worked to prepare the QC plan and is responsible for all submittals related to the QC program. He revises the plan to cover upcoming scopes of work, incorporating responses to

RFIs from the client. Ahmed has developed a productive client relationship and effectively manages the inspection schedule to ensure the necessary QC oversight is maintained for all daily operations.

The first phase of construction was completed on Nov. 1, 2017, with the objective of ensuring that the main spillway could safely pass 100,000 cu.ft. per second (CFS). This phase included removal and reconstruction of 2,270 ft. of the main spillway with a combination of structural concrete and roller-compacted concrete.

### **QA/QC Lead** | Folsom Dam Phase IV Approach Channel, Folsom, CA

Ahmed implemented and managed the contractor's quality control program on the final phase of the Folsom Dam Joint Federal Powers Program. He coordinated, and oversaw the performance and execution of the construction inspection and testing services for the Project (structural, civil, and mechanical) assuring that the quality of the work meets or exceeds the project's contractual requirements, and maintained the standard of excellence.

The scope of work included lining the downstream approach channel adjacent to the control structure with approximately 300,000 cu. yd. of concrete. The project also included approximately 750,000 cu. yd. of excavation in the dry and 350,000 cu. yd. of excavation in the wet. Dredging and underwater blasting to remove bedrock was a significant piece of the project. Additional scope includes construction of a spur dike; modification of the existing site including haul routes and installation of a temporary cofferdams and cutoff walls.

### **Quality Control Manager** | Lower Crystal Springs Dam Improvement Project & Crystal Springs/ San Andreas Transmission System Upgrade, , San Mateo, CA

Ahmed inspected all phases of the work for conformance with the approved design documents, specifications and applicable material and workmanship provisions of the Code. He was responsible for overseeing the performance of inspections in a timely manner to ensure quality requirements were met and avoid delay of work. Ahmed submitted test and inspection reports to the building official, contractor, the structural engineer of record, and other designated persons in accordance with the special testing and inspection summary schedule.

The Lower Crystal Springs Dam Improvement Project included demolition of the existing dam's spillway, construction of a new 280-ft. wide ogee crest spillway, new parapet walls increasing the height of the dam by eight feet, and constructing a new stilling basin.

The Crystal Springs/ San Andreas Transmission System Upgrade project covered approximately 135 acres and was composed of seven distinct project components running approximately 7.6 miles across the Peninsula Watershed. The project included upgrades to the water transmission pipeline, the outlet structures at Crystal Springs and San Andreas reservoirs, the Upper Crystal Springs Dam culverts, and the construction of a new Crystal Springs Pump Station.

### **Previous Work History**

- Senior Construction Inspector/Operations Manager, Apex Testing Laboratories, Inc., San Francisco, CA
- Lead Project Engineer, Quality Structural Engineering & Design, Santa Clara, CA
- Project Engineer, Group Construction, San Jose, CA
- Design Engineer, Albert Alexanian & Associates, Inc, San Mateo, CA



## RFP - CM/GC SERVICES FOR WRWTP EXPANSION UPGRADE PROJECT

## REQUEST FOR PROPOSALS

**QUALIFICATIONS & UNIQUE KNOWLEDGE**

- Expertise in infrastructure projects including water processing facilities, roadways, and reinforced concrete structures.

**EDUCATION**

B.S., Applied Sciences, U.S. Coast Guard Academy, New London, Connecticut, 1987

**CERTIFICATIONS**

- OSHA 10 and 30 certifications
- SAP Train-the-Trainer maintenance modules
- Primavera scheduling software package
- Excel - Training at Solutia
- Microsoft Word and PowerPoint - expert efficiency at use
- Scaffolding Competent Person

**EXPERIENCE**

15 Years in Industry

2 Years with Kiewit

**Bill Lewis, CHST**  
Safety Manager**WHY BILL?**

- ✓ Bill has been a proven, get-results leader with fifteen years of construction and professional leadership experiences. He offers an strategic planning, problem-solving, customer focus, and team-building background along with creative thinking.
- ✓ He has diverse experience in planning, training/development, and executing projects safety programs.

**RELEVANT PROJECT EXPERIENCE****Safety Manager I** Raw Water Facilities 1.0, Wilsonville, OR

This \$47 million project develops new water intake and transmission facilities at the existing Willamette River Water Treatment Plant, including installation of a 66-in. raw water pipeline and construction of a new electrical building, and associated improvements to Willamette River WTP Park such as new trails and overlooks providing enhanced river access. Bill developed and implemented the project's safety program. He recognizes hazards and mitigation strategies to keep everyone safe, and ensures that craft and staff are being trained regularly.

**Site Safety Manager I** Kiewit Infrastructure West Co. - Portland Area

- Bill developed company-specific trainings and taught all aspects of safety during over 50 orientations for 100+ new employees on confidential client treatment plant in Hillsborough.
- Oversaw inventory of safety equipment and budget for 70+ craft workers
- Crews worked over 450 days without a recordable incident
- Conducted daily safety audits with field crews
- Led Craft Voice In Safety (CVIS) committee that sets tone for crews safety direction and goals

- Helped design, procure, and install safety signs that were used by other Kiewit regional projects
- Organized, procured food, and ordered prizes for safety BBQ's
- Organized prizes, Food, vendors for Casino night to celebrate 10 week accident free push
- Complied slides and trained 20 supervisors on new OSHA Silica dust requirements
- Initiated, coordinated, and promoted a 200-day accident-free celebration at a Hillsboro Hops All-Star baseball game.
- Kicked off daily meetings with supervision discussing site wide safety concerns.
- Conducted respirator fit tests and training for crews
- Managed Confined Space program and conducted training for staff and craft onsite

### **Structures Journeyman I** Confidential Project, Hillsboro, OR

Bill was a Structures Journeyman for Kiewit's scope of this \$400M confidential project to develop, design, and construct an onsite water treatment facility that addresses the client's need for additional pretreatment of industrial wastewater prior to its discharge to the municipal sewer system.

### **Previous Work History**

- Site Safety Manager, Turner Construction, Portland Metro Area, OR
- Site Safety Manager, JT Wimsatt, Beaverton, OR
- Journeyman/Foreman Carpenter on Various Regional Projects, United Brotherhood of Carpenters – Portland, OR