

Lime Wind Energy Project

REQUEST FOR PROPOSALS

Lime Wind Energy Project CM/GC

CONTRACT ADMINISTRATOR:

Randy Joseph

WEB SITE:

<http://www.lime-wind.com>

ISSUE DATE: May 4th, 2009

RFP CLOSING (DUE) DATE: May 15th, 2009, 12:00 PM, Pacific Daylight Time

SUBMITTAL LOCATION:

Joseph Millworks Inc.
Attn: Randy Joseph
37123 Hansen Lane
Baker City OR 97814
randy@josephmillworks.com

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I. INTRODUCTION

Joseph Millworks Inc., (“JMI” or the “Owner”) is seeking Proposals from Construction Manager/General Contractor (CM/GC) firms for the Lime Wind Energy Project described below (the “Project”).

The attached Sample CM/GC Contract contains contract terms and conditions, as well as the General Conditions applicable to the Work, and may form the basis of the final CM/GC Contract.

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 CM/GCs sub-bidding efforts for 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

When selected, the CM/GC firm will be a part of a construction team composed of JMI, Engineers and other Project consultants through the completion of the Project. The CM/GC firm shall be skilled in actual construction, developing schedules, preparing construction estimates, performing value engineering, analyzing the constructability of alternative designs, studying labor conditions, understanding construction methods and techniques, selecting subcontractors, coordinating gift-in-kind work and materials, coordinating construction processes, and be capable of providing assistance to the Owner when needed. The CM/GC must be able to communicate the construction-related aspects of the Project to all team members throughout the design and construction phases. The CM/GC is expected to take the lead role in the formal partnering process for the Project. In addition, the CM/GC must be familiar with the local labor and sub-contracting market and be capable of working and contracting directly with sub-contractors to generate viable pricing.

The CM/GC will maintain throughout construction Contractor General Liability insurance of at least \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury or property. During the construction phase and until Project is acknowledged in writing as complete by all rightful parties, Course of Construction Insurance covering the real and personal property. This insurance shall include property damage coverage for all in-transit and on-site materials, supplies, equipment and structures until the project is completed and accepted. A contractor performance and payment bond covering the project construction will also be required. The bond must guarantee that all terms and conditions of the contracts will be fulfilled and that all bills will be paid.

JMI will require the successful CM/GC to comply with Oregon and Federal rules and procedures requiring good faith efforts in subcontracting with emerging small businesses, and minority and women owned businesses in the Project.

Compensation shall be based upon certain fees and reimbursable costs, as set forth in the Sample CM/GC Contract attached, including use of a Guaranteed Maximum Price (GMP) and the form of GMP Amendment included with the Sample CM/GC Contract. The successful CM/GC will provide Preconstruction Services. Preconstruction Services include, but are not necessarily limited to, constructability reviews, value engineering, cost estimating, development of phasing programs and development of the GMP. Related contracting provisions are contained in Exhibits A through G, as detailed in Part XVIII of this RFP entitled "Enclosures".

If JMI is unable to successfully agree upon a GMP or contract terms or conditions for the Project with the highest ranked Proposer, JMI may terminate discussions and enter into discussions with the next highest ranked Proposer. If for any reason the parties are not able to reach agreement on a GMP, the Owner shall be entitled to obtain Construction Phase Services from any other source available to it, including negotiating with the next highest ranked proposer to enter into a CM/GC Contract specifying a mutually agreed upon GMP.

If the Owner chooses not to continue the CM/GC Contract beyond the completion of Preconstruction Phase Services, the CM/GC's compensation shall be limited to the costs of the Preconstruction Phase Services, not exceeding the maximum not-to-exceed fee stated in the Contract.

The prospective CM/GC should note that JMI will also require as a part of CM/GC Preconstruction Services a full description of items that will be contained in the proposed GMP and the activities that make up the proposed GMP. After preparation, a complete copy of the GMP estimate, including all details within the GMP Supporting Documents, shall be provided to JMI.

JMI will monitor the competitive processes used to award subcontracts by the CM/GC in accordance with Article 11 of the Sample CM/GC Contract. The following minimum requirements shall be used:

- a. The CM/GC shall solicit sealed bids or quotes from subcontractors in a manner consistent with industry practice, and make award decisions based on cost or, if not cost, on another identified alternative competitive basis as approved in advance by JMI. When there are single fabricators of materials or special packaging requirements for subcontractor work other than low price, advance approval of the alternative selection criteria by JMI is required.
- b. The CM/GC shall use its best efforts to obtain at least three bids or quotes for the particular work to be subcontracted. JMI may make exceptions to this practice in advance of the procurement.
- c. The solicitation of subcontractors shall be made pursuant to Article 11 in the Sample CM/GC Contract.

II. PROJECT DESCRIPTION

This construction project will build and install components needed for a 3MW wind farm comprised of 10 – 14 medium class wind turbines (80 - 100 feet at hub height) that will be delivered to the staging area near Lime, Oregon. Construction will take place between July 1, 2009 and December 1, 2009 on BLM managed lands in Section 36 T13S R44E. The construction will include, but is not limited to, road construction on steep terrain, installation of structural re-inforced concrete foundations, turbine staging and transportation that require overcoming steep grades and confined work areas, transformer placement, direct burial of electrical cable to the point of interconnection, and turbine erection. Commissioning of the turbines will not be part of this contract.

All Work, safety and fire requirements, schedules for construction and other conditions required by the BLM shall be met by the Owner and CM/GC.

III. DESIGN TEAM

The primary members of the design team consist of Randy Joseph of Joseph Millworks Inc., Kelly Cahill of Cahill Energy and Engineering, Mike Beanland of Triaxis Engineering, as well as other to be determined members.

IV. BUDGET

The total budget for this Project is currently estimated at \$5,000,000 with \$1,500,000 estimated for construction.

V. SELECTION PROCEDURE AND TIMETABLE

Beginning with responses to this RFP, the selection procedure will be used to evaluate the capabilities of interested CM/GC firms to provide CM/GC services to JMI for this Project. The responses to this RFP will be evaluated by Randy Joseph and other members of the design team. Interviews of qualified finalists submitting a Proposal to this RFP and further investigation of references will occur following the receipt and review of the Proposals.

An optional site visit has been scheduled for 2pm Pacific time Monday, May 11th. Participants will meet at 28747 Langley Rd, Huntington OR and be led up to the site from there. Please notify Randy Joseph if you plan on attending.

Selection timetable is approximately as follows:

May 4, 2009:	Issue RFP
May 11, 2009:	Site Visit - Optional
May 15, 2009:	Proposals Submitted to JMI
May 18, 2009:	Interview Finalist Selection/Notification
May 20, 2009:	Selection Committee Interview Finalists

May 22, 2009: CM/GC Selection / Notification
June 2009: Contract Execution

VI. INSTRUCTIONS TO PROPOSERS

Your response must be contained in a document not to exceed twenty (20) single sided pages including pictures, charts, graphs, tables and text the firm deems appropriate to be part of the review of the firm's response. Resumes of key individuals proposed to be involved in this Project are exempted from the 20-page limit and should be appended to the end of your response. No supplemental information to the 20-page Proposal will be allowed. Appended resumes of the proposed key individuals, along with a transmittal letter, table of contents, front and back covers, and blank section/numerical dividers, etc., will not be counted in the 20-page limit.

Information should be presented in the same order as the following evaluation criteria. Your response should follow the format outlined below and be signed by an officer of your firm with the authority to commit the firm.

Please note that throughout this procurement, JMI will not accept responses or queries that require JMI to pay the cost of production or delivery. JMI is an AA/EEO employer and;

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any proposal submitted to Joseph Millworks or the performance of any contract resulting there from;

(2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;

(3) In connection herewith, We acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

(4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

(5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

(6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of

contract entitling Joseph Millworks to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

VII. RESPONSE REQUIREMENTS/EVALUATION CRITERIA

The following questions constitute the evaluation criteria for the Selection Committee to score responses. You must respond to each criterion in numerical order. For ease in scoring the responses, please provide tabs keyed to each of the following criteria numbers. Indicate in writing the following information about your firm's ability and desire to perform this work.

1. Firm Description and Experience

Provide a brief description of your firm and describe your firm's recent (past 3 years) experience constructing similar facilities. Include information about the size, construction type, uses, construction budget, and project timeline/completion date
(*Weight: 25*)

2. Key Personnel

Identify the personnel in your firm who would be assigned to this project and give descriptions of their experience constructing similar facilities. (*Weight: 25*)

3. GMP & CM/GC Experience

Describe your firm's relevant experience with negotiated and Guaranteed Maximum Price (GMP) work. Describe your firm's relevant experience with Construction Management (CM) and Construction Manager/General Contractor (CM/GC) work.
(*Weight: 5*)

4. Cost Management

Describe the techniques your firm will use to manage construction costs. Include a description of your processes to estimate and establish a GMP budget, and to monitor and control costs during construction. (*Weight: 15*)

5. CM/GC Fee

Provide your firm's CM/GC Fee as a percentage of the Estimated Cost of the Work for this project with a fee proposal for Preconstruction Services on a cost reimbursement basis up to a maximum not-to-exceed amount. (*Weight: 25*)

6. Local Preference

Companies will be scored based on location of headquarters with highest score given to Baker County business, followed by surrounding area businesses, followed by Oregon business, followed by out of state businesses. (*Weight: 5*)

7. References

In addition, please provide the names, addresses and phone numbers of three Owners, three subcontractors, and three design firms to be used as references for this Project. Please verify that the individuals identified have had direct contact with the referenced project, and the phone number is current. JMI may check with these references and/or may check with other references associated with past work of your firm. (*Weight: 0*)

VIII. PROPOSAL EVALUATION

This Request for Proposals (RFP) is the first step in a two-step process in the selection of a Construction Manager/General Contractor for this Project. The responses to this RFP will be evaluated by the selection committee, which will be comprised of members of the design team. JMI will utilize this RFP process to obtain information to enable selection of the most qualified Proposer through evaluation of:

- The Proposers' responses to questions contained in this document;
- Information obtained during an interview of the Proposers by the Selection Committee; and
- The results of discussions with the Proposers' references and others.

Each criterion has been assigned a weight between 0 and 25. Each member of the evaluation committee will rate each firm in each criterion between 0 and 5 (five being the highest), and multiply that number by the weight assigned to the criterion. The evaluation committee members will then total the weighted score from all of the criteria to obtain the total score. The result of this total score will be used to rank all respondents.

The RFP also requires reference information for your firm. JMI will utilize this information and any other independently obtained references that can provide background on your firm. This information will not be separately scored, but results obtained from these and/or other reference checks will be utilized in evaluating and scoring in the other criteria and in the final ranking.

In addition, the RFP response will be used in preparation for interviews of the finalists. Firms chosen to participate in the interviews may be asked to respond to additional questions designed to clarify and/or expand on their Proposals. Interviews will include a presentation period for the Proposers to highlight their original Proposal as well as respond to additional questions or information requested in advance by the evaluation committee, and then a separate Q&A session. After all of the interviews/discussions are completed, the evaluation committee will select the Apparent Successful Proposer by ranking the interviewed Proposers based on all information received, presented, found and heard.

IX. FINANCIAL RESPONSIBILITY

JMI reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the submitting firm's financial responsibility to perform the anticipated contract. Submission of a signed response shall constitute approval for JMI to obtain any credit report information JMI deems necessary to conduct the evaluation. JMI shall notify the firms of any other documentation required, which may include, but need not be limited to: current balance statements; bonding capacity and credit information; etc. Failure to promptly provide this information shall result in rejection of the submission.

JMI may postpone the award or execution of a contract or selection of finalists in order to complete its investigation and evaluation. Failure of a firm to demonstrate financial responsibility shall render them non-responsible and shall constitute grounds for response rejection.

X. SUBMISSION

Submit your response, either three hard copies or one electronic copy, to be received by the closing date and time listed in this document to:

Randy Joseph
Joseph Millworks Inc.
37123 Hansen Lane
Baker City OR 97814
Phone: (541) 894-2347
Email : randy@josephmillworks.com

Responses received after the closing date and time will not be considered.

XI. QUESTIONS

All questions regarding any information in this RFP must be addressed to Randy Joseph at the address, email or phone number listed in Section X. If you are unclear about any information contained in this document (Project, scope, response format, etc.), you are urged to contact Randy Joseph with those questions for formal clarification.

XII. PROJECT TERMINATION

JMI is seeking to award a contract to a Construction Manager/General Contractor for the Preconstruction and all construction phases; however, JMI reserves the right to terminate the Project or contract during any phase in the Project.

XIII. CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By submission of the Proposal, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor, that Contractor, as part of its Proposal, has not discriminated against minority, women or emerging small

business enterprises in obtaining any required subcontracts, and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

XIV. ENCLOSURES

Sample CM/GC Agreement Form