

Linn County, Oregon



Request for Proposals

**Construction Manager / General Contractor Services
Linn County Jail Renovation**

RFP Number 2024-414

December 17, 2024

Mandatory Pre-Proposal Conference:

January 8, 2025 at 9:30 AM

To be held at:

Linn County Sheriff's Office / Jail
1115 Jackson Street SE, Albany,
Oregon 97322

POINT OF CONTACT

Refer all questions to:

Undersheriff Micah Smith
1115 Jackson Street SE
Albany, Oregon 97322
541-812-9200
msmith@LinnSheriff.org

PROPOSALS DUE:

January 24, 2025

by

11:00 AM

at

Linn County Sheriff's Office / Jail

1115 Jackson Street SE, Albany, Oregon 97322

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SECTION B – GENERAL INFORMATION

B.1 Introduction.

Linn County Sheriff's Office (the "County") is seeking qualified Construction Manager / General Contractor ("CM/GC") firms to partner on the renovation of the Women's housing area of the existing Linn County Jail (the "Project"). The successful firm will report directly to the Undersheriff, or their designee, during the project.

Additional details on the scope of services to be provided is included in Section C - Scope of Work.

The County anticipates the award of one contract from this RFP. The contract term will be for the length of the Project.

B.2 Schedule.

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change. The County reserves the right to deviate from this schedule.

Event	Date	Time
Pre-Proposal Conference	January 8, 2025	9:30 AM
Questions / Requests for Clarification Due	January 14, 2025	4:00 PM
Closing (Proposals Due)	January 24, 2025	11:00 AM
Issuance of Notice of Award (approx.)	February 4, 2025	
Commencement of contract	No Earlier Than February	12, 2025
Start of Early Procurement Bidding	TBD – to be coordinated with selected CM/GC	
Start of Bidding Phase	May, 2025	
Start of Construction – Mobilization and Procurement Phase:	June, 2025	
Start of Construction – On-site Activity	March, 2026	
Substantial Completion:	August, 2026	

B.3 Point of Contact.

The Point of Contract (POC) for this RFP is identified on the Cover Page of this RFP, along with the POC's contact information. Proposers shall direct all communications related to any provision of the RFP, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision only to the POC.

B.4 Authority.

The County is issuing this RFP pursuant to its authority under both state law and Linn County Code. The County is using the Request for Proposals method of procurement, pursuant to ORS 279C and LCPR 137-048.

B.5 Applicable Laws and Rules for CM/GC Contracting

The County expects each proposer to have read the applicable public contracting statutes, and the Oregon Attorney General's Model Rules related to public contracting using the CM/GC delivery method found in Oregon Revised Statutes ("ORS") Chapter 279C.337 and Oregon Administrative Rules ("OAR") 137-049-0690 (the "CM/GC Laws and Rules"). Proposers must comply with all applicable CM/GC Laws and Rules in all material respects. Failure of a proposer to comply in any material CM/GC Laws and Rules may result in the rejection of a proposal or contract termination.

B.6 Prevailing Wage

This Project is a "public work" as defined by ORS Chapter 279C.800(5), and Contractor and all subcontractors are subject to, as applicable, the Oregon Bureau of Labor and Industry ("BOLI") prevailing wage rate provisions in ORS 279C.800 through 279C.870. The County is utilizing federal ARPA funding for this Project, and Davis-Bacon Act rules and regulations may apply. As applicable, the prevailing wage rate for qualifying work under state and federal regulations will be paid at either the Oregon BOLI prevailing wage rate, or the federal Davis-Bacon Act prevailing wage rate, which ever is higher. The dates for specific wages rates to prepare the GMP will be determined during the pre-construction phase.

SECTION C – SCOPE OF WORK

C.1. Overview.

The renovation work will be primarily focused on the existing women’s housing area within the Linn County Jail.

The Linn County Sheriff’s Office originally opened the current jail in May 1989 with 114 beds. By 1995 the rising inmate population, and the growing Linn County population, necessitated the addition of 20 beds to the existing housing unit. This was accomplished by double-bunking single bed cells. In January 1998 the East wing of the jail was opened, adding two 48-bed cellblocks, increasing the jail’s capacity to 231 beds. Within the 231 beds, a 17-cell female-only housing unit allows for 32 female beds. The County has identified the need to expand the female housing capacity for many years. This renovation will add 22 additional dormitory-style beds into a single new housing unit, that will be developed by renovation of existing space within the jail facility.

Based on programming and pre-design study (included as “Supplement A: Pre-Design Narrative & Diagrams”) and subsequent preliminary work by DLR Group, the project will renovate an existing day-room area and include selective demolition, reconfiguration of ceilings, addition of skylights, reconfiguration / replacement HVAC systems for affected area, plumbing systems, electrical systems, low voltage and security systems, fire alarm systems, fire-protection systems, construction of detention hollow metal walls, window systems, door systems, hardware systems. Also included will be reconfigurations of windows and counter / equipment systems in the adjacent control room, and procurement and installation of detention furnishings.

The County has selected DLR Group and its consultants as the architectural design and engineering team. They will collaborate with the CM/GC selected from this RFP and the County to form a complete project team. Successful collaboration between all parties will be crucial to achieve the desired design, stay within budget and schedule, and maintain high quality construction standards.

The County’s total construction budget, including all costs to be incorporated withing the GMP for construction, is approximately \$2.3 million.

C.2 Information.

The Work performed by the successful proposer from this RFP (the “CM/GC”) will be conducted in two (2) phases: Pre-Construction and Construction Phase work, each of which are generally outlined below.

A full copy of the RFP project is available on the Sheriff’s Office website at: <https://www.LinnSheriff.org/rfps>

C.3 Project Collaboration

The chosen CM/GC firm will act as a bridge between construction and design throughout the Project. They will be responsible for clearly explaining construction considerations to all Project Team members, including Design Team (DLR Group and their subconsultants), County, and other stakeholders, during both the design and construction phases. This ensures everyone is on the same page and potential issues can be addressed early.

The CM/GC firm will also play a leadership role in establishing a formal partnering process. This formalizes collaboration between all parties involved in the project, fostering a more efficient and successful build. Moreover, the CM/GC firm should possess a deep understanding of the local labor market and subcontractor landscape. This expertise allows them to actively seek out subcontractors who can offer the most competitive pricing, ultimately delivering cost-effective construction for the Project.

C.4 Pre-Construction Services

The CM/GC will perform the following as part of the pre-construction scope of the project.

C.4.1 Project Planning and Design Review.

- a. Conduct a thorough review and analysis of project plans, specifications, and constructability.
- b. Provide input during the design phase to enhance constructability and mitigate potential issues.
- c. Analyze plans and specifications and recommend specific phasing and construction means and methods to minimize disruptions to the County’s jail operations during the construction phase of the project.

C.4.2 Collaboration with the County and other members of the project team, including:

- a. Meeting with the County and Architect/Engineer team as requested to facilitate the Project.
- b. Consulting with, advising, assisting, and providing recommendations to the County and the project team on all aspects of the planning and design of the Project.
- c. Working with the design team throughout the design process to understand the interrelationships between project systems.
- d. Providing recommendations, functional evaluations, cost comparisons and assessments to assist the Architect.

C.4.3 Cost Estimation.

- a. Prepare detailed cost estimates (in Unifomat categories matching A/E estimate format for SD estimates) based on project plans and specifications at the following major milestones. Format for subsequent estimates to be in format mutually agreeable to County, Architect and CM/GC:
 - (1) Review and advise the County and DLR Group on the Concept Phase estimate provided by DLR Group for use in guiding decisions in the SD Phase
 - (2) Schematic Design Phase estimate
 - (3) Design Development Phase Estimate / Early bid package GMP Cost Package
 - (4) Construction Documents phase estimate
 - (5) Final bidding / GMP cost package.
- b. Explain how you will provide, and maintain with design workflow, a total cost model for design options and systems under consideration.

C.4.4 Value Analysis and Engineering.

- a. Work with the design team to identify opportunities to optimize the design without compromising functionality or quality.
- b. Propose alternative materials, systems, or construction methods that could deliver cost savings and/or improve project performance.
- c. Indicate your process and provide examples of successful target value estimating and design process employed on previous projects.
- d. Explain how contingencies within the GMP are determined and managed throughout the entire process.

C.4.5 Scheduling.

- a. Develop comprehensive project schedules, including milestones and critical path activities. Collaborate with the County and DLR Group on determining the value and process for early bid packages, early long-lead equipment procurement packages, and bidding packages. Coordinate with subcontractors and suppliers to ensure timely delivery of materials and services. Develop schedules that allow for materials procurement to be scheduled in a way to minimize on site disruptions to ongoing jail operations. Advise the County on the best options and time frames for working with adults in custody (AIC) adjacent to the work area vs the need to relocate AIC from the adjacent work areas. Advise the County regarding best value for temporary construction to maintain ongoing jail operations.

C.4.6 Subcontractor Selection in preparation for establishing a final Guaranteed Maximum Price (GMP) for the construction Work, including:

- a. Create bid packages in collaboration with the County and DLR Group.
- b. Establish a subcontractor selection plan. The plan should include the process for determining and selecting the best value subcontractor for each trade and selecting from the following pre-approved short list in the following trades (Due to their extensive history with the facility, and established ongoing maintenance arrangements with the County, the following subcontractors are pre-approved in their respective trades. No other subcontractors will be allowed, without a review of the justification for their involvement in the Project, and prior written approval from the County. It is anticipated that the CM/GC will select and retain one of the pre-approved sub-contractors for each of the specific trades below to participate in the pre-design services portion of the Work:)

i. Electrical Subcontractors:

1. EC Electric – Eric Davis
Regional Vice President
Eric.Davis@ecpowerslife.com
Cell: 541.979.4002
CCB#49737 (Oregon)

ii. HVAC Subcontractors:

1. Mike's Heating & Air Conditioning – Steven (Lance) Dutcher
President
Lanced@mikesac.com
Direct: 541.936.0667
Office: 541.928.1804
CCB#83205 (Oregon)

Kristen Bailey
Commercial Installations
Kristen@mikesac.com
Direct: 541.936.9609
Office: 541.928.1804 x 329
CCB#83205 (Oregon)

- iii. Fire Alarm System Subcontractors:
 - 1. Salem Fire Alarm, Inc.
Brian Trammell, Service Manager
(503) 364-4566
CCB#76884 (Oregon)

- c. Obtain County's pre-approval for any sole source work or bid packages if not already specified above.
- d. Obtain County's pre-approval if CM/GC plans to bid on any of the bid packages (act as a bidder) or sole source work packages self-performed by CM/GC.
- e. Solicit bids from qualified subcontractors and vendors.
- f. Provide specific examples of how you will select, manage, procure, provide design assistance, and installation of mass timber components should they be included in the project.
- g. Evaluate bids and negotiate contracts for subcontracted work.

C.4.7 Permitting and Regulatory Compliance.

- a. Obtain necessary permits and approvals from all pertinent authorities having jurisdiction (AHJ) agencies.
- b. Ensure compliance with all applicable laws and regulations throughout the project lifecycle.

C.4.8 Risk Management.

- a. Identify potential risks and develop strategies to mitigate them. In addition, provide your approach to risks and strategies specific to working in an operational jail facility.
- b. Establish contingency plans to address unforeseen circumstances.

C.4.9 Guaranteed Maximum Price (GMP) to Construct the Project.

Provide the County with a GMP (or phased amendments allowing procurement and / or construction for initial bid packages) to construct the project in full conformance with Construction Documents and Specifications. The GMP shall be an 'open book' process that shows all subcontractor bids, assumptions, exclusions, costs of insurance and bonds, application of Oregon's Commercial Activity Tax (CAT), CM/GC fee, general conditions and other overhead, and all costs to construct the project.

C.5 Construction Services

The project may include phasing, potentially including separate packages for long-lead procurement of materials and equipment and building construction. Some of the anticipated elements may be combined into consolidated bid packages.

C.5.1 Guaranteed Maximum Price (GMP) and Early Work.

- a. If a GMP Amendment or Early Work Amendment is executed, the CM/GC's scope of work will encompass the complete construction of the Linn County Jail Renovation (the "Work") as defined within the Contract Documents. These documents will be developed collaboratively with the CM/GC during the preconstruction phase.

C.5.2 Construction Execution.

- b. The CM/GC will be responsible for completing the Work according to the final Contract Documents.
- c. The project schedule will be guaranteed under the terms of the contract between the County and the CM/GC.
- d. Subcontracts for specific work will be established directly between the CM/GC and qualified subcontractors.
- e. Both the main contract and subcontracts may include provisions for liquidated damages in case of project delays.

C.5.3 Sustainability and Environmental Responsibility.

- a. The CM/GC will be required to implement a system for documenting and tracking construction waste management practices, use of recycled and reused materials, source of building materials and types and costs of materials used among others.
- b. The CM/GC is further responsible for ensuring that subcontractors adhere to these sustainability and environmental requirements.

C.5.4 Communication and Reporting.

- a. The CM/GC will be required to hold regular construction meetings to keep all stakeholders informed.
- b. The CM/GC shall prepare progress reports and distribute these reports to the County and Design Team on a mutually agreed-upon schedule. These reports will typically include but not limited to project photos, updated construction schedule, and financial summaries.

C.5.5 Permitting and Inspections.

- a. The CM/GC will develop a comprehensive permitting management schedule to ensure timely project completion.
- b. The CM/GC will also be responsible for obtaining and managing all necessary permits, testing, and inspections required for the project work as outlined in the Scope of Work.

C.5.6 Reservation of Rights

The County issued this RFP with the goal of selecting a CM/GC for Pre-Construction and Construction Phase Work of the Project described above; however, the County reserves the right at its sole discretion, to terminate the work of the selected CM/GC at the conclusion of the Pre-Construction Services Phase for any reason and issue a separate solicitation for the Construction Phase of the Project.

SECTION D – PROCUREMENT REQUIREMENTS AND EVALUATION

D.1 Pre-Proposal Mandatory Meeting.

A mandatory pre-proposal meeting will be held at the date and time listed in the Schedule provided in Section B.2. Prospective Proposers' participation in this meeting is **mandatory**. Only Proposers who attend this mandatory meeting will be able to submit proposals in response to this solicitation.

The purpose of the pre-proposal mandatory meeting is to:

- Provide additional description of the project;
- Tour the area of the jail renovation with prospective Proposers;
- Explain the RFP process; and
- Answer any questions Proposers may have related to the project or the process.

Verbal comments or responses given by County staff are not binding and will not serve to modify any portion of this RFP unless later confirmed by a written addendum to this RFP. The County may request that particularly detailed or technical questions, or those that require additional consideration and research, be submitted in writing (see Section D.3.4). Proposers are responsible for all costs associated with attending this meeting.

D.2 Proposal Requirements.

D.2.1 Submission Requirements. Proposals should follow the format and reference the sections listed below. Responses to each section and subsection should be labeled to indicate the item being addressed. Proposal must describe in detail how requirements of this RFP will be met and may provide additional related information. Proposers shall submit one original and three (3) additional copies. In addition, Proposers should include one digital copy of their Proposal on USB, with files in commonly openable formats (PDF, JPEG, etc). Proposals shall be submitted in sealed packages or envelopes. Proposals not conforming to these standards may receive lower scores if, for example, proposals are unnecessarily lengthy or responses to evaluation questions are not easily located within the proposal. To ensure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

RFP Title: Construction Manager / General Contractor Services - Jail Renovation
 RFP No.: 2024-414
 Attn: Undersheriff Micah Smith
 Linn County Sheriff's Office
 1115 Jackson Street SE
 Albany, Oregon 97322

D.2.2 Proposer Information and Certification Sheet. In addition to providing the information requested above, Proposals must include a Proposer Information and Certification Sheet, attached hereto as Exhibit D.

D.2.3 Public Record/Confidential or Proprietary Information. All information submitted by a Proposer shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which proposer requests exemption from disclosure consistent with Oregon law. If a Proposer believes that any portion of its Proposal contains any information that is a trade secret under ORS Chapter 192.501(2), or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Affidavit of Trade Secret (Exhibit C) and a fully redacted version of its Proposal. If a Proposer fails to identify the portions of its Proposal that Proposer claims are exempt from disclosure, the Proposer has waived any future claim of non-disclosure of that information. Identifying the Proposal, in whole, as exempt from disclosure is not acceptable.

The fact that a Proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. Any portion of a Proposal that the Proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) and ORS 192.502(4). The County will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Unless expressly provided otherwise in this RFP or in a separate communication, the County does not agree to withhold from public disclosure any information submitted in confidence by a Proposer unless the information is otherwise exempt under Oregon law.

If the County refuses to release the records, the Proposer agrees to provide information sufficient to sustain its position to the District Attorney of Linn County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the County will notify the Proposer in order for the Proposer to take all appropriate legal action. The Proposer further agrees to hold harmless, defend and indemnify the County for all costs, expenses and attorney fees that may be imposed on the County as a result of appealing any decision regarding the Proposer's records.

D.2.4 Proposal Submission. Proposer is solely responsible for ensuring its Proposal is received by the County in accordance with the RFP requirements before the closing date and time listed in Schedule B.2. The County is not responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Proposal submitted by any means not authorized may be rejected.

D.2.5 Acceptance of Contract Terms. By submitting a Proposal, Proposer shall accept all terms and conditions of the County's Contract as shown in Exhibit B, attached hereto and incorporated herein by reference. Proposers are strongly advised to review and familiarize themselves with the County's contract terms & conditions (the "T&Cs" found in Exhibit B) prior to submitting a proposal. The County will consider a small number of changes to its standard contract form that are essential for the Apparent Successful Proposer to execute a contract with the County. Acceptance of any proposed change to the County's T&Cs is at the County's sole discretion. To propose revisions to the County's T&Cs, identify the paragraph and requested language change in your proposal. The County will not consider many changes to its T&Cs nor changes proposed after the RFP submission deadline.

D.3 Procurement Process.

D.3.1 RFP Availability. This RFP, including all Exhibits and Amendments, are available by contacting the POC described in Section B.3. The POC will email this RFP, including all Exhibits and Amendments, upon request but will not be mailing these documents to prospective Proposers unless requested pursuant to Section D.3.2.

D.3.2 Hard Copy Document Fees & Delivery. Proposers may also request hardcopies of the RFP, Exhibits, and Amendments from the POC. All costs for these documents and any associated delivery fees are at Proposer's expense.

D.3.3 Amendments. Any amendments to the original solicitation can be viewed by contacting the POC to make arrangements. Proposers may request automatic notifications of any subsequent amendments to the RFP through the POC described in Section B.3. Except to the extent required by public interest, the County shall not issue an amendment less than 72 hours before the Proposal due date and time unless the amendment also extends the due date and time.

D.3.4 Clarifications, Objections, and Questions. Any Proposer that finds discrepancies in, or omissions from any provision of the RFP or Exhibits, or has doubt as to the meaning, shall make a request for clarification or modification in writing, to the POC described in Section B.3. To be considered, the request for clarification or modification must be received by the County by the date and time described in the Schedule provided in Section B.2. Clarifications, whether verbal or in writing, do not change the RFP, Exhibits, contractual terms, or procurement requirements of this RFP unless a formal amendment has been issued by the County. If a substantive clarification is in order, a formal amendment will be issued pursuant to Section D.3.3.

D.3.5 Withdrawal of Proposals. If a Proposer wishes to withdraw a submitted Proposal, it shall do so prior to Closing. The Proposer shall submit a written notice signed by an authorized representative of its intent to withdraw its Proposal. The notice must include the RFP number and be submitted to the POC no later than the due date and time identified in Section B.2.

D.3.6 Proposal Due. Proposals and all required submittal items must be received by the POC on or before the closing date and time identified in the Schedule provided in Section B.2, or as amended. Proposals received after the closing date and time are considered LATE and will NOT be accepted for evaluation. Late Proposals will be returned to the respective Proposer or destroyed.

D.3.7 Proposal Rejection. The County may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including, but not limited to, the requirement that Proposer's authorized representative sign the Proposer Information and Certification Sheet in ink.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer makes any contact regarding this RFP with County representatives such as County employees or officials other than the POC or those the POC authorizes, or inappropriate contact with the POC.
- Proposer attempts to inappropriately influence a member of the Evaluation Committee.
- Proposal is conditioned on the County's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

D.3.8 Opening of Proposal. There will be no public opening of proposals. Proposals received will not be available for inspection until after the evaluation process has been completed and the Intent-to-Award Notification is issued. However, the County will record and make available the identity of all Proposers after the opening.

D.4 Written Evaluation Criteria. Provide a response to each of the criteria below. Address each criterion completely, and in the order provided. Some items require a narrative response, others will specify a form to complete.

D.4.1 Cover Letter.

Provide a one to two-page cover letter that:

- a. Introduces your team and summarizes your proposal;
- b. Lists any subcontractors or subconsultants that will be working on the project, including a brief description of their role; and,
- c. Includes the name, mailing address, phone number, and email address of your primary point of contact for this RFP.

D.4.2 General Experience.

Provide a description of your experience completing public improvement projects. Also include:

- a. Number of years your firm has been in continuous operation, general scope of services provided, principal area(s) of expertise, and current firm commitments.
- b. Your firm's experience delivering projects through the CM/GC construction method, Design-Build, or other alternative delivery methods.
- c. Your firm's per project and aggregate bonding capacity, bond rating, and surety company.
- d. Has the Prime Contractor or any proposed subcontractor on your team had any claims greater than \$50,000 within the last five (5) years that required mediation, arbitration, or litigation to settle? Answer: **"Yes"** or **"No."**
- e. Has the Prime Contractor or any proposed subcontractor on your team had a contract or subcontract terminated for cause within the last five (5) years? Answer: **"Yes"** or **"No."**
- f. Does the Prime Contractor or any Subcontractor on your team have any past or pending litigation or claims filed against your firm(s) that may affect your performance on this Project? **"Yes"** or **"No."**

D.4.3 Previous Related Projects: Experience with correctional facility construction.

Complete and return the "Prime Contractor Qualifications and Experience" form (EXHIBIT A) using projects like the Project described in this RFP. At the County's discretion, references provided for these projects may be contacted. No more than one (1) of the projects listed may be work performed for the County.

D.4.4 Project Team.

- a. *Project Organizational Structure – Preconstruction:* Summarize your proposed team's organization, roles and responsibilities, and personnel qualifications for all categories of service that will be provided during the Preconstruction phase of this Project, highlighting proposer's Preconstruction Services Project Manager and Cost Estimator.
- b. *Project Organizational Structure – Construction:* List the service categories to be provided during the Construction phase of this Project (if performed) and the key individuals who will be performing these services. Provide a comprehensive organizational chart to clarify the Contractor's supervision and support structure during this phase, highlighting proposer's Project/Construction Manager, Site Superintendent, Cost Engineer/Estimator, and Safety Officer among other key personnel.
- c. *Key Personnel and Resumés:* Provide a listing of each person identified in the section above. Include their role/responsibilities, their current location, length of service with the firm, and the date available to be assigned to the Project. Additionally, highlight specific experience of the proposed team members in: CM/GC contracting, law enforcement facilities, and sustainable projects.
- d. Provide listing of responsible persons and related experience and skillsets for cost modeling, cost estimating, VE guidance and related activities. Highlight specific experience that indicates the accuracy of that guidance on past projects.

D.4.5 Preconstruction Services Proposal.

Propose a scope of work to complete all required tasks and activities in Section C – Scope of Work of this RFP.

- a. Provide scope of work to be provided to ensure accurate estimating for all project components and systems under consideration. Indicate proposed process for assisting the County and DLR Group with analysis of approaches for the building systems and proposed products to ensure best value to the County based on established project values and goals.

D.4.6 Preconstruction Services Fee.

Propose a fee for execution of your Preconstruction Services Proposal. Indicate whether such fee is to be paid as a fixed lump sum price or paid on a time and materials (T&M) basis up to a 'not-to-exceed' amount. If your Preconstruction Services Fee is proposed as a fixed lump sum, indicate the conditions for and amounts of milestone payments. If your Preconstruction Services Fee is payable T&M, include hourly billing rates for personnel and the estimated hours each personnel are assigned to each task.

D.4.7 CM/GC Fee.

List the CM/GC Fee as a percentage (%) that will be applied to the cost of the construction work. Explain what is included and what is not included within that fee (e.g., insurance, bonds, Oregon CAT).

D.4.8 Certifications and Representations Form.

Be sure to include a completed and signed copy of "Exhibit D," the Proposer Information and Certifications Form, with your proposal.

D.5 Evaluation Process.

D.5.1 Responsiveness and Responsibility Determination. Proposals received prior to closing will be reviewed for responsiveness to all RFP requirements. If the Proposal is unclear, the POC may request clarification from the Proposer. However, clarifications may not be used to rehabilitate a non-Responsive Proposal. If the POC finds the Proposal non-Responsive, the Proposal may be rejected; however, the County may waive mistakes in accordance with LCPR 137-047.

At any time prior to award, the County may reject a Proposal found to be not Responsible in accordance with LCPR 137-049 and ORS 279C. In doing so, the County may investigate the Proposer and request information in addition to that already required in the RFP, when the County, in its sole discretion, considers it necessary or advisable.

D.5.2 Evaluation Criteria. Proposals meeting Proposal Content Requirements will be evaluated by an Evaluation Committee using criteria and priorities as defined by the County. The Evaluation Committee will determine which Proposal or Proposals taken as a whole, and in the County's sole judgment, are in the best interest of the organization. Proposals should address the evaluation criteria listed below.

	Written Submittal Requirement	RFP Submittal	Maximum Points
1	Cover Letter	D.4.1	Not scored
2	General Experience	D.4.2	10 Points
3	Previous Related Projects	Exhibit A	15 Points
4	Experience working in operating jail and / or correctional facilities	Exhibit A	30 Points
5	Project Team	D.4.4	15 Points
6	Preconstruction Services Proposal	D.4.5	10 Points
7	Preconstruction Services Fee	D.4.6	5 Points
8	CM/GC Fee	D.4.7	15 Points
9	Certifications and Representations Form	Exhibit D	Not scored
	Total Points		100 Points

The County may request further clarification to assist the Evaluation Committee in gaining additional understanding of Proposals. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

D.5.3 Additional Rounds of Evaluation. The County may conduct additional rounds of evaluation if in the best interest of the County. Additional rounds of evaluation may consist of, but will not be limited to:

- Establishing a Competitive Range
- Presentations/Demonstrations/Additional Submittal Items
- Interviews
- Best and Final Offers

If the County elects to conduct additional round(s), the County shall provide written notice to all Proposers describing the next step. At any time, the County may dispense with the selected additional round and: (1) issue a Notice of Intent to Award to the highest ranking Responsible Proposer; or (2) elect to conduct an alternative round of competition; or (3) cancel the solicitation.

D.5.4 Reference Checks (Optional). The County reserves the right to investigate any Finalist Proposer(s)' references, including customers and clients not listed in a Proposer's proposal. This inquiry may include, without limitation, investigation of past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and its lawful payment of employees and subcontractors. If reference checks are conducted, the Evaluation or Interview Committee members may adjust their scores from any previous scoring round based on feedback provided on any proposer's past performance.

SECTION E – AWARD AND NEGOTIATION

E.1 Award Consideration. The County, if it awards a Contract, shall award a Contract to the highest ranking Responsive and Responsible Proposer(s) based upon the scoring methodology and process described herein. The County may award less than the full Scope defined in this RFP.

E.2 Intent-To-Award Announcement. The County will notify all Proposers in writing that the County intends to award a contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions. The County will make such notification by (a) posting such notification on the website specified on page 1 of this RFP, and/or (b) emailing the Finalist Proposer(s) its Notice of Intent to Award a contract at the email address provided in the proposer's Cover Letter. The Intent to Award Announcement shall serve as notice to all Proposers that the County intends to make an award. Identification of the Apparent Successful Proposer is procedural only and creates no right in the named proposer to the contract.

E.3 Negotiations. The County and the selected Proposer(s) shall mutually discuss and refine the scope of services for the project and shall negotiate conditions, including but not limited to compensation level and performance schedule, based on the scope of services requested. The County reserves the right to negotiate final contract terms with the Apparent Successful Proposer(s) to the fullest extent allowed by law and as in the best interest of the County. The compensation level paid for the services provided must be reasonable and fair to the County as determined solely by the Linn County Board of Commissioners. If negotiations are unsuccessful, the County reserves the right to move to the next highest ranking Responsive and Responsible Proposer(s) based upon the scoring methodology and process described herein.

E.4 Insurance Required. The selected Proposer(s) shall provide all required proofs of insurance to the County within 30 calendar days of notification of intent to award. Failure to present the required documents within the 30 calendar-day period may result in offer rejection. Proposers are encouraged to consult their insurance agent(s) about the insurance requirements as identified in Exhibit B prior to offer submission.

SECTION F – PROTEST PROCEDURES

All proposals submitted in response to this RFP are subject to the conditions of this RFP. All matters not specifically addressed in this RFP or the Contract will be governed by the County's Public Contracting Rules as well as applicable Oregon Revised Statutes (ORS), other rules pertaining to procurement and contracting at the County, and the CM/GC Laws and Rules described in Section B.5 above.

F.1 Solicitation Protests.

A Proposer may protest terms and conditions of this RFP pursuant to LCPR 137-048-0240(1). An Offeror must deliver a written protest to the POC provided in Section B.3 not less than seven (7) days prior to the closing date. Each protest and request for change must include the reasons for the protest or request and any proposed changes to the RFP provisions or specifications. The County is not required to consider an Offeror's request for change or protest after the deadline.

F.2 Contract Award Protests.

F.2.1 Contract Award Protests Generally. An adversely affected or aggrieved Proposer may submit a written protest of the County's selection of a consultant for award of a contract in accordance with LCPR 137-048-0240(2). In order to be an adversely affected or aggrieved Proposer, the Proposer must show that they are the actual highest-ranked Proposer because all other higher-ranked Proposers failed to meet the requirements of the RFP, or because the higher-ranked Proposers otherwise are not qualified to perform the services requested under this RFP.

F.2.2 Contract Award Protest Deadline. Proposers will have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must be addressed to the POC provided in Section B.3. After expiration of the seven (7) calendar-day protest period, and resolution of all protests, the County will proceed with final contract award. (If the County receives only one bid, the County may dispense with the protest period and proceed with award of a contract.)

F.3 Response to Protests.

The County will respond in writing to protests submitted by adversely affected or aggrieved Proposers within a reasonable time following the County's receipt of the protest. Once resolved, the County will promptly issue a written decision on the protest to the Proposer who submitted the protest. If the protest results in a change to the RFP, the County shall revise the RFP accordingly and will re-advertise the RFP in accordance with LCPR 137-048.

SECTION G – MISCELLANEOUS TERMS AND CONDITIONS

G.1 Costs of Proposals. Responses to this RFP do not commit the County to pay any costs incurred by any Proposer in the submission of a Proposal. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its Proposal.

G.2. Addendum. Any change to this RFP shall be made by written addendum. The County is not responsible for any explanation, clarification or approval made or given orally or in any manner other than by addendum. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any.

G.3 Cancellation. The County reserves the right to cancel this RFP solicitation or award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Linn County's best interest. In no event shall the County have any liability for the cancellation of award.

G.4 Disputes. In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the County shall be final and binding upon all parties.

G.5 Publicity. Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior approval of the County.

G.6 Conflict of Interest. A Proposer submitting a proposal thereby certifies that no officer, agent or employee of Linn County who has a pecuniary interest in this RFP has participated in the contract negotiations on the part of the County, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same call for proposals, and that the proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

G.7 Collusion. A Proposer submitting a proposal hereby certifies that no officer, agent, or employee of Linn County has a financial interest in its Proposal; that its Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; and that the Proposer is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

G.8. Taxpayer Identification Number. The apparent successful Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form if either of the following applies:

- When requested by the County (normally in an intent to award notice), or
- When the backup withholding status or any other information of Proposer has changed since the last submitted W-9 form, if any.

The County will not make any payment until the County has a properly completed W-9.

G.9 Business Registry. If selected for award, the Proposer must be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. The selected Proposer shall be required to submit a current Oregon Secretary of State Business Registry number, or an explanation if not applicable.

All Corporations and other business entities (domestic and foreign) must have a Registered Agent in Oregon. See requirements and exceptions regarding Registered Agents. For more information, see Oregon Business Guide, How to Start a Business in Oregon and Laws and Rules. The titles in this subsection are available at the following Internet site: <http://www.filinginoregon.com/index.htm>.

G.10 Submitted Materials are County Property. All materials submitted for any proportion of a Proposal in response to this RFP, or during any tier of this solicitation, will become the property of the County and will not be returned to proposers.

G.11 Additional Reservations. The County reserves the right to:

- Waive any irregularities of informalities in any Proposals
- Extend the deadline for submission of Proposals
- Accept the proposal deemed to be the most beneficial to the public and Linn County
- Negotiate and accept, without advertising the RFP, the proposal of any other offer in the event that an agreement cannot be successfully negotiated with the selected Proposer.

ATTACHED EXHIBITS

- Exhibit A: Prime Contractor Qualifications and Experience
- Exhibit B: Sample Contract for Services
- Exhibit C: Affidavit of Trade Secret
- Exhibit D: Proposer Information and Certification Sheet
- Supplemental A: DLR Group Pre-Design Narrative & Diagrams

Exhibit A

Prime Contractor Qualifications and Experience

Instructions. Complete and return this form with your proposal to summarize your construction experience on past projects. Please print clearly or type. Include completed projects, as possible.

Project Reference #1
Project Title: Click or tap here to enter text.
Project Location: Click or tap here to enter text.
Brief Project Summary (1 – 2 sentences): Click or tap here to enter text.
Did this project include construction activities in an operating jail or correctional facility? Click or tap here to enter text.
Project Architect (name, title, phone number, email address): Click or tap here to enter text.
Project Owner's Representative (name, title, phone number, email address): Click or tap here to enter text.
Project delivery method (e.g., design-bid-build, CM/GC, design-build): Click or tap here to enter text.
Project Timeline (minimally, approximate dates of Notice to Proceed and Substantial Completion): Click or tap here to enter text.
Was the project completed on the original project timeline? If not, why not? Click or tap here to enter text.
Original contract price: \$ Click or tap here to enter text.
Final contract price: \$ Click or tap here to enter text.
Number of change orders (if any): Click or tap here to enter text.
Explanation of any change order that exceeded 5% of the original contract price: Click or tap here to enter text.
Reference Information for Project #1
Customer Firm/Organization: Click or tap here to enter text.
Contact Person Name, Title, Phone Number, and Email Address: Click or tap here to enter text.

Project Reference #2
Project Title: Click or tap here to enter text.
Project Location: Click or tap here to enter text.
Brief Project Summary (1 – 2 sentences): Click or tap here to enter text.
Did this project include construction activities in an operating jail or correctional facility? Click or tap here to enter text.
Project Architect (name, title, phone number, email address): Click or tap here to enter text.
Project Owner's Representative (name, title, phone number, email address): Click or tap here to enter text.
Project delivery method (e.g., design-bid-build, CM/GC, design-build): Click or tap here to enter text.
Project Timeline (minimally, approximate dates of Notice to Proceed and Substantial Completion): Click or tap here to enter text.
Was the project completed on the original project timeline? If not, why not? Click or tap here to enter text.
Original contract price: \$ Click or tap here to enter text.
Final contract price: \$ Click or tap here to enter text.
Number of change orders (if any): Click or tap here to enter text.
Explanation of any change order that exceeded 5% of the original contract price: Click or tap here to enter text.
Reference Information for Project #2
Customer Firm/Organization: Click or tap here to enter text.
Contact Person Name, Title, Phone Number, and Email Address: Click or tap here to enter text.

Project Reference #3
Project Title: Click or tap here to enter text.
Project Location: Click or tap here to enter text.
Brief Project Summary (1 – 2 sentences): Click or tap here to enter text.
Did this project include construction activities in an operating jail or correctional facility? Click or tap here to enter text.
Project Architect (name, title, phone number, email address): Click or tap here to enter text.
Project Owner's Representative (name, title, phone number, email address): Click or tap here to enter text.
Project delivery method (e.g., design-bid-build, CM/GC, design-build): Click or tap here to enter text.
Project Timeline (minimally, approximate dates of Notice to Proceed and Substantial Completion): Click or tap here to enter text.
Was the project completed on the original project timeline? If not, why not? Click or tap here to enter text.
Original contract price: \$ Click or tap here to enter text.
Final contract price: \$ Click or tap here to enter text.
Number of change orders (if any): Click or tap here to enter text.
Explanation of any change order that exceeded 5% of the original contract price: Click or tap here to enter text.
Reference Information for Project #3
Customer Firm/Organization: Click or tap here to enter text.
Contact Person Name, Title, Phone Number, and Email Address: Click or tap here to enter text.

Project Reference #4
Project Title: Click or tap here to enter text.
Project Location: Click or tap here to enter text.
Brief Project Summary (1 – 2 sentences): Click or tap here to enter text.
Did this project include construction activities in an operating jail or correctional facility? Click or tap here to enter text.
Project Architect (name, title, phone number, email address): Click or tap here to enter text.
Project Owner's Representative (name, title, phone number, email address): Click or tap here to enter text.
Project delivery method (e.g., design-bid-build, CM/GC, design-build): Click or tap here to enter text.
Project Timeline (minimally, approximate dates of Notice to Proceed and Substantial Completion): Click or tap here to enter text.
Was the project completed on the original project timeline? If not, why not? Click or tap here to enter text.
Original contract price: \$ Click or tap here to enter text.
Final contract price: \$ Click or tap here to enter text.
Number of change orders (if any): Click or tap here to enter text.
Explanation of any change order that exceeded 5% of the original contract price: Click or tap here to enter text.
Reference Information for Project #4
Customer Firm/Organization: Click or tap here to enter text.
Contact Person Name, Title, Phone Number, and Email Address: Click or tap here to enter text.

Exhibit B - SAMPLE SERVICE CONTRACT

CONTRACT FOR CONSTRUCTION MANAGER/GENERAL CONTRACTOR (Pursuant to Resolution & Order No. 202X-)

THIS CONTRACT is made and entered into by and between LINN COUNTY, a political subdivision of the State of Oregon, (the "County"), of P.O. Box 100, Albany, Oregon, 97321, and **NAME OF BUSINESS**, of **Address, City, State, Zip**, (the "Contractor"), whose Federal Employer Identification No. is _____

BRIEF PROJECT DESCRIPTION: Construction Manager/General Contractor Services related to Jail Renovation Project (hereinafter referred to as the "Project").
TOTAL NOT-TO-EXCEED AMOUNT: \$

WHEREAS, The County requires the work and services described herein, and the Contractor is willing, skilled, and agrees to perform all the work and services described herein, now, therefore, IT IS AGREED:

1. **Term of Contract.** This Contract shall be effective and services required hereunder shall commence on the date the Contract is executed by both parties, or on [day/ month/year], whichever is sooner, and shall terminate on [day/month/year], unless otherwise terminated or extended as provided herein.
2. **Consideration.** As consideration for the performance of all terms and conditions set forth in this Contract, the County shall pay the Contractor a sum not to exceed \$XX. The County shall pay the Contractor within 30 days following the date the invoice is received. The County shall make payments only after the County's receipt and approval of (i) the Contractor's detailed monthly invoice, and (ii) all reports, designs, certificates, and documents covered by the invoice. If the County fails to pay within 45 days of such date, the Contractor may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance.
3. **Work to be Performed by the Contractor.** The Contractor agrees to perform, to the satisfaction of the County, the Work as detailed in the Project's design, plans, and specifications (the "Contract Documents"), attached hereto as **Exhibit A** and incorporated by this reference herein. "Work" means the construction and any related services required by or reasonably inferred from the Contract Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill the Contractor's duties herein within the term of the Contract.
 - a. **Additional Work Obligations.** Additional Work obligations of the Contractor include the following:
 - i. The Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Contract Documents, including, but not limited to, permits and licenses required for the construction of the Work, for temporary obstructions, enclosures,

opening of streets for pipes, walls, utilities, environmental work, and others as required for the Project. The Contractor shall be responsible for all violations of the law in connection with the construction or caused by obstructing streets, sidewalks or otherwise. The Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor 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, Linn County, and its departments, divisions, members and employees.

- ii. The Contractor shall keep on the Project site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the County and who shall represent the Contractor on the site. Directions given to the superintendent by the County's authorized representative shall be confirmed in writing provided to the Contractor by the County.
- iii. The Contractor shall prepare, review for compliance with the Contract Documents, approve, and submit to the County 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 County or of separate contractors.
- iv. The 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 County's authorized representative. The Contractor shall follow the County's authorized representative's instructions regarding use of premises, if any.
- v. In addition to abiding by the terms and conditions stated herein, the Contractor shall abide by and conform to all obligations asserted by the Contractor in their bid proposal, attached hereto as Exhibit X and incorporated herein. If any discrepancy exists between a provision in this Contract and a provision in Exhibit X, the provisions of this Contract shall prevail.

b. **Compliance with ORS 279B.220.** For all Work provided under this Contract, the Contractor shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the County or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If the Contractor does not pay promptly any claim that is due for the Work furnished to the Contractor by any subcontractor in connection with this Contract, the County may pay such claim and charge that payment against any payment due to the Contractor under this Contract. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

4. **Warranty Work.** Neither the final payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, the Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the County, except for latent defects which will be remedied by the Contractor at any time they become apparent. The County shall give the Contractor notice of defects with reasonable promptness. The Contractor shall perform such warranty work within a reasonable time after the County's demand. If the Contractor fails to complete the warranty work within such period as the County determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, the County may perform such work and the Contractor shall reimburse the County all costs of the same within ten (10) days after demand without affecting the Contractor's obligations.

5. The County's Responsibilities.

- a. The County shall provide contract administrative services for the Project through the County's authorized representative. The County's authorized representative may engage and delegate authority to such additional staff and professional and technical consultants as the County deems necessary to assist in performing its administrative tasks. The Contractor shall direct all Project communications to the County in accordance with the Contract Documents, or as the County directs in writing.
- b. The County and its designated representatives shall have free access to the Work at all times. The Contractor shall not carry on Work except with the knowledge of the County and its designated representatives. The County may require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Inspection or observation of Work shall not relieve the Contractor from any obligations herein.
- c. Except for permits and fees that are the Contractor's responsibility under the Contract Documents, the County shall secure and pay for all other necessary approvals, easements, assessments, and charges required to complete the Work.

6. Subcontractors. The County reserves the right to reject any subcontractor proposed that was not included with First-Tier Subcontractor Disclosure Form provided in the Contractor's bid response. Further, Contractor shall not retain a subcontractor to which the County has a reasonable objection. Contractor shall pay all subcontractors as required by Contractor's contracts with those subcontractors. Contractor agrees that the County has no direct or indirect contractual obligation or other legal duty whatsoever to pay the subcontractors of Contractor or otherwise ensure that Contractor makes full and timely payment to those subcontractors for services performed on the Project.

7. Contract Modifications. Unless otherwise stipulated in the Contract Documents attached hereto, the County may modify this Contract as follows:

- a. **Minor Changes in the Work.** The County may, at its discretion, issue a "Field Order" or "Supplemental Instructions" authorizing minor changes in the Work performed under the Project, so long as the changes do not involve adjustment to the scope, the Contract sum, or the Contract time. These minor changes may include details to clarify the Work to be performed. Via e-mail or letter, the Contractor must acknowledge receipt of instruction authorizing minor changes in the Work and incorporate these changes in the as-built drawings.
- b. **Change Order Procedures.** Either the County or the Contractor may initiate a request for proposed changes in Work to be performed under the Project via a "Change Order." For all proposed changes, a Change Order form must be used to record the proposed changes to the Project. The Change Order must contain a description of all changes in Work, a detailed accounting of the proposed change in total cost, and an outline of any changes in the Project's schedule. The Contractor must then sign form and submit it to the County for final approval and authorization.
- c. **Amendments.** This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and Linn County Code. For anticipated amendments, this Contract may be amended only in accordance with and to the extent provided in the original solicitation document. No amendment shall bind either party unless in writing and signed by both parties.

8. Declaration of the Nature of the Contractual Relationship. The Contractor agrees that the Contractor is an independent contractor and not an employee of or agent of the County. The County shall not be responsible for any claims, demands or causes of action of any kind or character arising in favor of any

person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.

9. Hours of Labor; Compliance with Pay Equity Provisions.

- a. Pursuant to ORS 279B.235(a), no person shall be employed by the Contractor under this Contract for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of 40 hours a week and for Work performed on any legal holiday as specified in ORS 279B.020. This requirement does not apply to employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- b. Pursuant to ORS 279B.235(b), the Contractor shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of this Contract and failure to comply is a breach that entitles the County to terminate the Contract for cause.
- c. Pursuant to ORS 279B.235(c), the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

10. Bonds Required.

- a. Performance and Payment Security. The Contractor shall furnish bonds issued by a surety approved by the County covering faithful performance of this Contract and payment of obligations arising thereunder. The cost of the bonds shall be equal to 100 percent of the Contract's total not-to-exceed amount. The Contractor shall deliver the required bonds to the County not later than the date of execution of the Contract, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the County that such bonds will be furnished. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- b. Public Works Bond. Throughout the term of the Contract, the Contractor shall have on file with the Construction Contractors Board a public works bond in compliance with ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring a 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.

11. Workers' Compensation Provisions.

- a. The Contractor may employ workers, and if the Contractor employs workers, the Contractor shall obtain and at all time keep in effect Workers' Compensation insurance. The Contractor represents to the County that it presently maintains coverage sufficient to meet the requirements of Oregon law through **[INSERT INSURANCE PROVIDER]**, Policy No. **XX**.
- b. The parties hereto specifically agree that this Contract will render the Contractor and the Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County

shall not be liable for, responsible for, or in any way or manner be required to provide Workers' Compensation benefits for the Contractor or the Contractor's employees.

- c. The Contractor knowingly waives any rights, as against Linn County, under the Workers' Compensation Law.
- d. The Contractor agrees that all employers, working under this Contract, including but not limited to the Contractor, are "subject employers" as defined in ORS 656.005, that will comply with ORS 656.017.
- e. The Contractors who are not subject workers under ORS 656.027 who will provide services under this contract agree to either elect workers' compensation coverage under ORS 656.128 or specifically release County of any and all claims that would be covered by the workers' compensation laws of the state of Oregon if the Contractor was a subject worker under ORS 656.027.

12. Indemnification. To the fullest extent permitted by law, and in accordance with Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, the Contractor shall indemnify, defend, save, and hold harmless (with counsel of the County's choice) the County and its officers, employees and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, including attorney fees, arising out of the acts or omissions of the Contractor, its officers, agents, or employees performing under this Contract. The 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.

- a. **Environmental Contamination.** The Contractor will be held responsible for and shall indemnify, defend (with counsel of the County's choice) and hold harmless the County 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, the negligence or actions of Contractor or its personnel, agents, or subcontractors or any failure to perform in accordance with the Contract Documents, except to the extent otherwise void under ORS 30.140.
- b. **Granting of Authority Required.** Neither the Contractor nor any attorney engaged by the Contractor shall defend the claim in the name of the County or any department or office of the County, nor purport to act as legal representative of the County or any of its departments or offices without first receiving from the County's legal counsel authority to act as legal counsel for the County, nor shall the Contractor settle any claim on behalf of the County without the approval of the County's legal counsel. The County may, at its election and expense, assume its own defense and settlement.

13. Insurance.

- a. **General Liability.** The Contractor shall obtain and at all times keep in effect, commercial general liability insurance covering activities and operations of the Contractor. Commercial general liability shall cover bodily injury, death, and property damage, and shall include personal injury liability, products and completed operation insurance. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the following requirements [INCREASE LIMITS AS NECESSARY - HIGHER RISK PROJECTS MAY REQUIRE \$2M AND \$4M LIMITS]:

- (1) \$1,000,000 to any single claimant arising out of a single accident or occurrence; and
- (2) \$2,000,000 to all claimants, for any number of claims arising out of a single accident or occurrence.

- i. The Contractor has obtained insurance required by this section through Policy No. **XX**, written by **[INSERT INSURANCE COMPANY]**.
- b. **Automobile Liability Insurance.** The Contractor shall maintain Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in the performance of services under this Contract. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the following requirements **[INCREASE LIMITS AS NECESSARY - HIGHER RISK PROJECTS MAY REQUIRE \$2M AND \$4M LIMITS]**:
 - (1) **\$1,000,000** to any single claimant arising out of a single accident or occurrence; and
 - (2) **\$2,000,000** to all claimants, for any number of claims arising out of a single accident or occurrence.
- ii. The Contractor has obtained insurance required by this section through Policy No. **XX**, written by **[INSERT INSURANCE COMPANY]**.
- c. **General Insurance Provisions.**
 - i. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from the County is required for any insurance policy written on a claims made basis. Any insurance policy authorized to be written on a claims made basis shall be in effect for the term of this Contract plus for three (3) years after the termination of this Contract.
 - ii. Insurance coverage shall apply on a primary and non-contributory basis.
 - iii. Prior to commencing services, the Contractor shall furnish current Certificate(s) of Insurance for all required insurance to the County. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall provide, by policy endorsement, if necessary, that the County, its officers, employees, agents, and volunteers are additional insureds with respect to the Contractor's services provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least 30 days written notice from the Contractor or its insurer to the County. If requested, the Contractor shall provide complete copies of insurance policies to the County.
- d. **Policy Changes.** In the event of unilateral cancellation by the insurance company of an insurance policy referred to in this section, the Contractor shall immediately notify the County orally and in writing within three (3) business days.

14. Termination.

- a. **The County's Termination for Convenience.** The County may terminate this Contract in whole or in part whenever the County determines that termination of the Contract is in the best interest of the County. The County will provide the Contractor with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. After such notice, the Contractor shall provide the County with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.

- b. The County's Termination For Cause.** The County may immediately terminate this Contract without liability or penalty for any of the following causes by the mailing of written notice to the Contractor at the Contractor's address provided herein, specifying the cause:
- i.** The Contractor breaches any of the provisions of this Contract. The Contractor shall be liable for any and all damages suffered by the County as the result of the Contractor's breach of Contract, including, but not limited to, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170;
 - (1)** In the event of breach for unsatisfactory performance or nonperformance, the Linn County Board of Commissioners is the sole judge of the Contractor's unsatisfactory performance or nonperformance.
 - ii.** The Contractor no longer holds all licenses or certificates that are required to perform the services required under this Contract;
 - iii.** The County lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the County, in the exercise of its reasonable discretion, to pay for the Contractor's services; or
 - iv.** Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that the services provided under this Contract are prohibited or the County is prohibited from paying for such services from the planned funding source.
- c. The Contractor's Termination for Cause.** The Contractor may terminate this Contract for cause if the County fails to pay the Contractor pursuant to this Contract. The Contractor may also terminate this Contract for cause if the County commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract and such breach or failure is not cured within thirty (30) calendar days after delivery of the Contractor's notice, or such longer period as the Contractor may specify in such notice.
- d. Force Majeure.** Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war, which is beyond the party's reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Contract. The County may terminate this Contract upon written notice after determining such delay or default will reasonably prevent successful performance of this Contract.
- 15. Waiver.** The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision of this agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
- 16. Records Maintenance; Access.** The Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, the Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Contractor's performance hereunder. The Contractor acknowledges and agrees that the County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the Contractor for a minimum of ten (10) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 17. Assignment; Delegation; Successors.** The Contractor shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without the County's prior written consent. The County's written

consent does not relieve the Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered the Contractor's agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.

18. **Severability.** If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
19. **Entire Agreement.** This Contract constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement 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 herein regarding this agreement.
20. **Compliance with Applicable Laws.** The Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods and/or services under this Contract, including, without limitation, the provisions of ORS 279B.220 through 279B.235 and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
21. **Compliance with Oregon Procurement Statutes.** The Contractor shall comply with the following statutory regulations pertaining to public construction contracts:
 - a. The Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the Work provided for in this Contract. ORS 279C.505(1)(a).
 - b. The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or first-tier subcontractor incurred in the performance of this Contract. ORS 279C.505(1)(b).
 - c. The Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
 - d. The Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.617. ORS 279C.505(1)(d).
 - e. The Contractor shall demonstrate upon request that an employee drug testing program is in place. ORS 279C.505(2).
 - f. The Contractor shall salvage or recycle construction and demolition debris if feasible and cost effective. In contracts for lawn and landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective. ORS 279C.510(1).
 - g. The Contractor and any subcontractor shall promptly pay, as due, all persons supplying labor and services furnished to the Contractor or first-tier subcontractor by any person in connection with this Contract as the claim becomes due. If the Contractor or subcontractor fails to pay any such claim, the County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the Contract. ORS 279C.515(1).

- h.** The Contractor and/or any first-tier subcontractor shall make payment to any person furnish labor or materials in connection with this Contract within 30 days after receipt of payment from the County or the 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(4) 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 30 days after the date when payment was received from the contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. ORS 279C.515(2).
- i.** The Contractor or any subcontractor shall make payment to any person furnishing labor or materials in connection with this 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. ORS 279C.515(3).
- j.** The Contractor and any subcontractor shall comply with all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the Work under the Contract. ORS 279C.525.
- k.** The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services, or the needed care and attention incident to sickness or injury, to the employees of the Contract, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).
- l.** If the Contractor is a subject employer, the Contractor shall comply with ORS 656.017. ORS 279C.530(2).
- m.** No person shall be employed by the Contractor for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of 40 hours a week and for Work performed on any legal holiday specified in ORS 279C.540.
- n.** The Contractor shall comply with maximum hours of work, holidays and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.
- o.** The Contractor shall comply with ORS 279C.550 through 279C.570 regarding withholding of retainage. The withholding of retainage by the Contractor shall be in accordance with ORS 701.420 and 701.430.
- p.** The Contractor shall comply with ORS 279C.570 regarding prompt payment, progress payments, and rate of interest.
- q.** The 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: (i) a payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the County; and (ii) an interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, 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. These clauses must also be included in each of the Contractor's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the first-tier subcontractor's, subcontractors shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.

- r. The Contractor and any subcontractor shall comply with ORS 279C.605 regarding Notice of Claim.
- s. The Contractor shall not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business, in the awarding of subcontracts. ORS 279A.110
- t. Unless contrary to federal law, the Contractor 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.
- u. Unless contrary to federal law, the 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.
- v. 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.

22. Prevailing Wage Regulations. This Contract is subject to the following Bureau of Labor and Industries (BOLI) wage requirements and the prevailing wages rates set forth in the following booklet, as amended, which is incorporated herein by reference with the same force and effect as though fully set forth herein, and is available at the following web link:

http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

- ▶ Prevailing Wage Rates for Public Works Contracts in Oregon issued [Month, Year of Solicitation].
- ▶ Prevailing Wage Rates Apprenticeship Rates issued [Month, Year of Solicitation].
- a. The Contractor shall provide the County with a copy of the certified payroll weekly for recording purposes. ORS 279C.845; OAR 839-025-0010.
- b. The Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2); OAR 839-025-0020(e).
- c. Workers employed under this Contract shall be paid not less than the applicable state prevailing rate of wage. ORS 279C.830(1)(c); OAR 839-025-0020(3)(a).
- d. If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, the Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830(1)(b); OAR 839-025-0020(4)(c).
- e. If the Contractor fails to pay for labor and services, the County can pay for them and withhold these amounts from payments to the Contractor. ORS 279C.515; OAR 839-025-0020(2)(a)
- f. The Contractor must pay daily, weekly, weekend and holiday overtime as required in ORS 279C.540. ORS 279C.520(1); OAR 839-025-0020(2)(b).
- g. The Contractor must give written notice to the workers of the number of hours per day and days per week they may be required to work. ORS 279C.520(2); OAR 839-025-0020(2)(c).

- h. The Contractor must make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d).
 - i. The Contractor must include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2)(b); OAR 839-025-0020(2)(e)(B).
 - j. The Contractor shall certify that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the Contract.
- 23. Retainage.** The County may reserve as retainage from any progress payment an amount not to exceed five (5) percent of the payment. As Work progresses, the County 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 County's opinion, such Work is progressing satisfactorily.
- a. If the Contract exceeds \$500,000, the County may place amounts deducted as retainage into an interest-bearing escrow account, and if it does, any interest on the retainage amount will be paid to the Contractor. Such interest shall accrue from the date the payment request is approved by the County until the date the retainage is paid to the Contractor to which it is due.
 - b. Any retainage reserved by the County shall be withheld and released in accordance with ORS 279C.550 to 279C.580.
- 24. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The County shall withhold final payment under this Contract until the Contractor has met this requirement.
- 25. Governing Law, Jurisdiction, Venue, & Attorney Fees.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Linn County) and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Linn County for the State of Oregon. Provided, however, if the 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. The Contractor hereby consents to the in personam jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.
- 26. Notices.** Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth below. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.
- a. **The County's Contact Information**
[contact name, title, address, phone, email]
 - b. **The Contractor's Contact Information**
[contact name, title, address, phone, email]

27. **Tax Certification.** The individual signing this Contract on behalf of the Contractor certifies under penalty of perjury both individually and on behalf of the Contractor that he or she is authorized to act on behalf of the Contractor and that the Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).
28. **Compliance with ORS 25.790.** The County must comply with ORS 25.790 and report the Division of Child Support of the Department of Justice the engagement or reengagement of an independent contractor, along with the independent contractor's name, address, and social security number. For purposes of ORS 25.790. An independent contractor means an individual who must file a federal form W-9 under the Internal Revenue Code and who is anticipated to be performing services for more than 20 days. Before performing any services under this contract, the Contractor, if an independent contractor as defined in ORS 25.790, must provide the County a completed W-9 with the Contractor's name, address, and social security number.
29. **Counterparts.** This Contract, and any subsequent amendments, may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
30. **Survival.** All rights and obligations shall cease upon termination of this agreement, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

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DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions. Each person signing this Contract represents and warrants to have the authority to execute this Contract.

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS FOR LINN COUNTY

Signature

Roger Nyquist, Chairman

Name, Typed or Printed

William C. Tucker, Vice Chair

Title

Sherrie Sprenger, Commissioner

Date

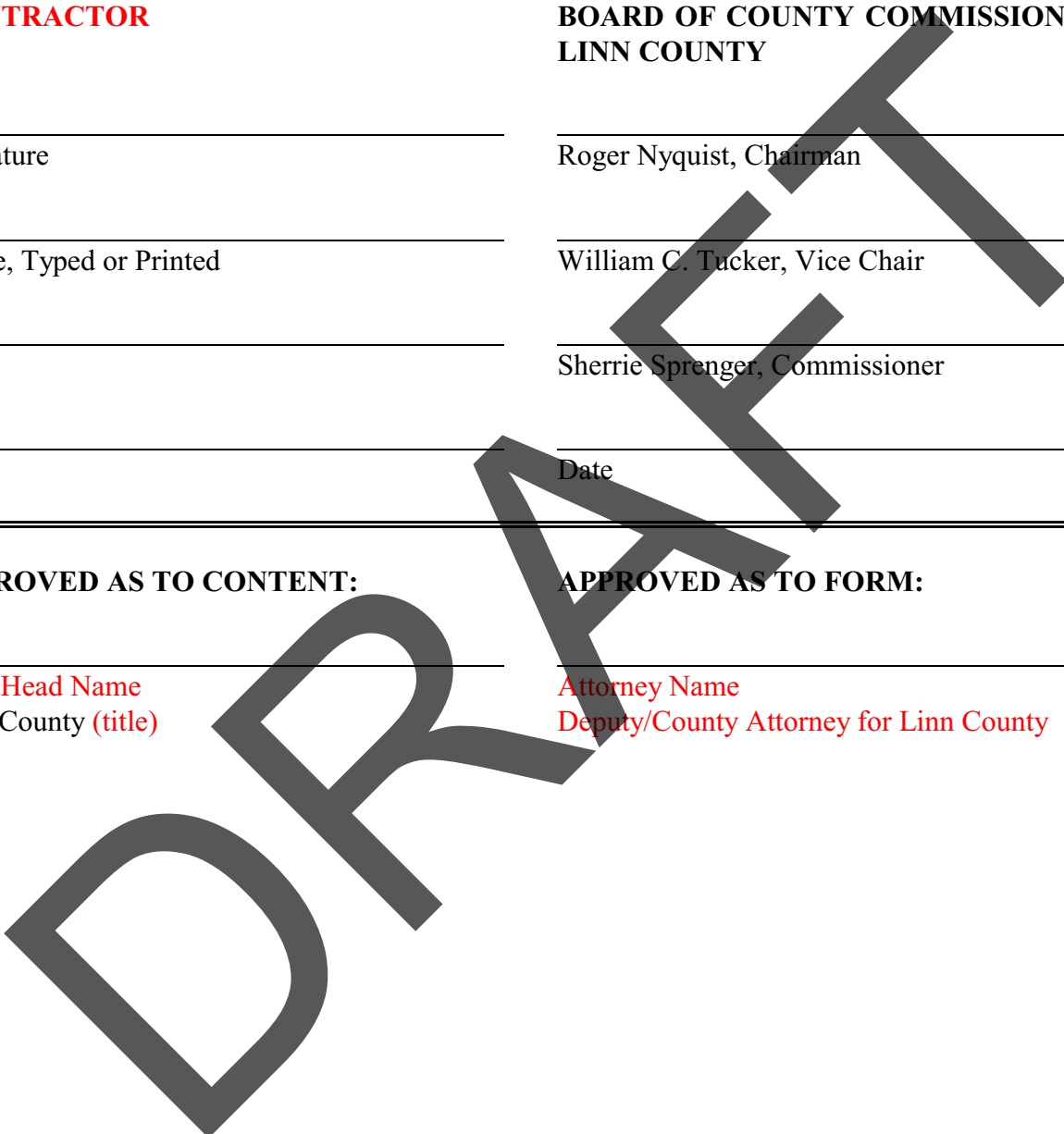
Date

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Dept Head Name
Linn County (title)

Attorney Name
Deputy/County Attorney for Linn County



**EXHIBIT C
Affidavit of Trade Secret**

_____ (Affiant), being first duly sworn under oath, and representing [insert Proposer Name] (hereafter "Proposer"), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about [insert date] (the "Proposal"), to Linn County in response to Request for Proposals ###-### for Construction Manager / General Contractor Services - Linn County Jail Renovation and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. I believe the information provided by my firm to describe how we will complete the project listed in Section D is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

Or

- B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
 - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.
5. I have and read and understand the provisions provided in Section D.2.5 of the RFP, and I agree to be bound by those terms. I further understand that disclosure of the information referenced in Section D may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant's Signature

State of _____)

) ss:

County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

Notary Public for the State of _____

My Commission Expires: _____

EXHIBIT D
PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: _____

Address: _____ City, State, Zip: _____

State of Incorporation: _____ Entity Type: _____

Contact Name: _____ Telephone: _____ Email: _____

Federal Employer Identification No.: _____

Oregon Business Registry Number (if applicable): _____

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

1. Proposer has the authority to submit this proposal and understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Exhibit B and as modified by any Addenda.
2. Proposer is a (check one) Resident Proposer or Non-Resident Proposer, as defined in ORS 279A.120, of the State of Oregon, and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110.

ORS 279A.120 (2) states "For the purposes of awarding a public contract, a contracting agency shall:

- (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and
- (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides."

"Resident bidder" means a bidder 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 bid whether the bidder is a "resident bidder". (ORS 279A.120 (b))

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above. (ORS 279A.120 (a))

3. Proposer acknowledges receipt of any and all Addenda to this RFP.
4. Proposal is a Firm Offer for 180 days following the Closing.
5. If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
6. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
7. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
8. Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - a. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - b. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/SAM/#1>

9. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the State in writing.
10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:
 - a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
 - b. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
 - d. Have, within a five-year period preceding the date of this certification had a judgment entered against proposer or its principals arising out of the performance of a public or private contract;
 - e. Have pending in any state or federal court any litigation in which there is a claim against proposer or any of its principals arising out of the performance of a public or private contract; and
 - f. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

The signer of this form attests under penalty of perjury that the Proposer named on this form has complied with the tax laws of this state, or a political subdivision of this state, including ORS 305.620 and ORS chapters 316,317 and 318. (as required per HB 4122 – Oregon Legislative Assembly 2014 Regular Session).

Where Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to their offer. The inability to certify to all of the statements shall not necessarily preclude Proposer from award of a contract under this solicitation.

11. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
12. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
13. Proposer acknowledges these certifications are in addition to any certifications required in the Contract found in Exhibit B and at the time of Contract execution.
14. If any Amendments are issued in connection with this RFP, Proposer has received and duly considered such Amendments, and acknowledges and agrees to the terms of all such Amendments as those terms revise the scope, terms and conditions of this RFP.

Authorized Signature

Date

(Print Name and Title)

SUPPLEMENTAL A



ARCHITECTURE ENGINEERING PLANNING INTERIORS

**Linn County Sheriff's Office & Jail
Women's Jail Renovation
Albany, OR**

Pre-Design Narrative & Diagrams
74-25101-00

November 21, 2024

NOTICE: These documents are instruments of professional service, and information contained therein is incomplete unless used in conjunction with DLR Group's interpretations, decisions, observations and administrations. Use or reproduction of these documents in whole or in part without DLR Group's consent is in violation of common law, copyrights, statutory and other reserved rights, which preempts state and local public records act.



Pre-Design Narrative

I. ARCHITECTURAL PRE-DESIGN

Project Narrative

The project scope encompasses renovating an existing program room in the women's housing unit to expand the housing capacity. The existing housing unit consists of 4 cell blocks (H-K) with attached sub-dayrooms all abutting the existing 2,435 SF program room. The increased housing capacity will be achieved through partitioning off the program room into a new open-plan housing area and sub-dayroom for 22 individuals with 3 partitioned toilets, 2 enclosed showers, and an open wash area with 2 stainless steel wall-hung lavatories. The housing & sub-dayroom (1,320 SF) will be separated from the existing housing units with a new detention grade hollow metal storefront wall with both solid and glazed panels, and constructed as a smoke-tight partition. The wall will be approximately 75' long by 12.5' H with 2 security door entries and sealed to the roof deck above with a framed soffit or head wall. The support facilities will be partitioned within the housing area by a combination of fully-grouted metal panel walls and 6" CMU block walls as plumbing chases where needed. The existing ceiling over the entire construction area will be replaced with a new 2-HR UL-rated assembly (as is the current construction) with a new lighting configuration and HVAC registers. The new ceiling will be a combination of types, gypsum board and clipped acoustic tile. Curb-mounted unit skylights with rated shaft walls will provide daylighting and environmental connection. Acoustic wall treatments will be required at the ceiling and upper wall levels to reduce sound reverberation and provide occupant comfort. In addition to the new construction, the existing CMU walls separating the women's housing area from the men's housing area will be upgraded from non-rated construction to "Smoke-Barrier" construction. This will require applying 1-hr fire/smoke rated sealant to all penetrations and at the wall-to-roof interface. Two existing horizontally sliding security doors within the partition will be replaced or upgraded to smoke-barrier rated units. Refer to attached Exhibits for proposed layout and scope diagrams.

Per ACA ALDF 2023 5th Edition

Sleep units are provided at 25 SF / Occupant

Dayrooms are provided at 35 SF / Occupant

Toileting for women's detention is provided at 1:8

Lavatories are provided at 1:12

Showers are provided at 1:12

Transparent Skylights are provided at 12 SF / dayroom + 2 SF / Occupant

Scope Descriptions

Demolition

- Remove all existing room cabinetry and retain for owner's re-use where possible.
- Protect and retain mop sink and drinking fountain.
- Remove freestanding handrail and patch back concrete flooring.
- Demo ceiling assembly in its entirety, removing all wire, T-grid, and tile; remove all lights, sensors, HVAC grills, etc.
- Select demo of concrete SOG for trenching of new plumbing lines.
- Safe-off miscellaneous electrical wall outlets at any location deemed necessary, patch back concrete walls where required.

Pre-Design Narrative

New Construction

Interior Partitions & Wall Finishes

- Construct new glazed hollow-metal detention wall partition.
- Construct framed gyp-board soffit above HM wall sealing to the roof deck.
- Provide tube steel support posts and header as required by structural.
- Construct new 6" CMU block chase walls at shower, toilet, and wash facilities.
- Provide fully grouted metal wall partitions per plan.
- HM framing painted P-2.
- CMU walls paint P-1.
- High-performance coatings in bathing/toileting areas.

Ceiling & Lighting

- Construct new 2-HR fire rated ceiling assembly on both common dayroom and housing side, approximately 550 sf of gypsum board construction and 1,500 SF of acoustic ceiling panel.
- Construct soffit wall over enclosed bathing areas.
- Providing all new electrical lighting
 - 2x4 LED fixtures in dormitories and dayrooms
 - Tamper resistant/detention-rated fixtures in bathing rooms
- Provide curb-mounted unit skylight fixtures with fire-rated shaft assemblies
 - Common Dayroom: 27 SF
 - Housing Area: 64 SF

HVAC

- Provide new/re-routed supply and exhaust ducting as needed for all newly partitioned rooms
- Provide room exhaust in all enclosed wet locations

Roofing

- Modify existing EPDM roofing as required for new skylight units and exhaust functions

Flooring

- Patch and repair all flooring as required due to selective demolition.
- Grind & reseal total concrete floor in area of construction

Doors & Windows

- Provide (2) horizontally sliding smoke-barrier security doors and connect to access/security controls at improved existing smoke compartment partition walls
- Provide (1) horizontally sliding security door at HM partition, and connect to access/security controls
- Provide (1) security door, swing type, at HM partition, connect to access/security controls
- Provide (2) HM room doors to bathing facilities at metal walls

Plumbing Fixtures & Accessories

- Provide (2) wall mounted, detention-rated handwash sinks & related accessories
- Provide (3) toilets & related detention accessories
- Provide (1) shower unit & related detention accessories

Pre-Design Narrative

- Provide (1) accessible shower unit & related detention accessories
- Provide (1) stainless steel, wall-mounted sink unit with instant hot water function.

Furniture

- Provide (10) double bunks
- Provide (2) single bunks
- Provide (22) below-bunk lockers
- Provide 2 standard and 1 ADA toilet partition stalls
- Dayroom
 - Provide (4) round tables 6 stackable chairs
 - Provide (8) detention rated, ballasted lounge chairs
 - Provide (4) ½ height bookshelf units
 - Provide (1) tall bookshelf unit
 - Provide (1) 42" flat panel TV and wall bracket

Finishes/Materials

- General wall paint, P-1; CMU blocks, typical; color *t.b.d.*
- High-performance coatings at toileting / bathing facilities; color *t.b.d.*
- Trim & door paint, P-2; HM doors and frames; color *t.b.d.*
- Ceiling & soffit paint, P-3; Gypsum board; color *t.b.d.*
- Sealed concrete flooring
- Acoustic wall panels; approx. 550 SF; product & color *t.b.d.*
- CMU block; 8x6x16, smooth finish

Applicable Codes & Standards

OSSC 2022
OEESC 2021
OESC 2023
OMSC 2022
OPSC 2023
ACA ALDF 2023 5th Edition
ASHRAE 90.1 2017
ADA SAD 2017

OCCUPANCY Groups

I-3 PRISON; (Condition 3)
S-2 STORAGE (LOW-HAZARD)
B-BUSINESS (ADMINISTRATIVE OFFICES/ TRAINING AREAS/LOCK-UP FACILITIES)

Exhibits Attached

- Overall Level 1 Plan
- Site Plan
- Enlarged Area Plan – Existing
- Enlarged Area Plan – Proposed
- Enlarged Area Plan – Ceiling Finishes
- Building Upgrade Plan
- Skylight Plan
- Building Sections

Pre-Design Narrative

II. MECHANICAL/PLUMBING/FIRE PROTECTION PRE-DESIGN

EXISTING CONDITIONS

Fire Protection

The space is served by an existing fire protection system. No operational concerns were noted during the site visit. Minor modification of existing piping and sprinkler locations will be required to accommodate the new layout. Any fire protection alterations would be a delegated design performed by others.

Mechanical

The space is served by an existing packaged rooftop unit, RTU-9. Service personnel during the site visit noted that the unit functions well with no major operational concerns and the unit should not require replacement to accommodate the new layout. Conditioned air is delivered to the space through galvanized metal ductwork connected to diffusers and returned to the rooftop unit via a plenum above the acoustical ceiling.

Plumbing

DLR Group was able to view the cleanout for the plumbing system in the area and connecting the new piping to the existing system is likely to be straightforward. No operational concerns were noted during the site visit.

PROPOSED SCOPE

**Refer to architectural scope attachments for approximate fixture locations and counts.*

BUILDING CODES

2022 Oregon Mechanical Specialty Code
2021 Oregon Energy Efficiency Specialty Code
2023 Oregon Plumbing Specialty Code
2022 Oregon Structural Specialty Code (Fire protection)

Fire Protection

Any alternations to the existing system would be designed by others in compliance with the latest version of NFPA and any applicable local codes.

Mechanical

All supply and return ductwork will be galvanized sheet metal and will have all joints sealed with fire retardant duct sealer. Supply air ductwork will be constructed to a 2-inch static pressure design standard. Exhaust, return, and outside air ductwork will be constructed to a 2-inch static pressure design standard. Ductwork will have identification tags and flow arrows. Duct identification tags will be adhesive markers that are commercially available. Air test balancing will be accomplished by a firm with a minimum of three years of experience on similar projects.

Pre-Design Narrative

Plumbing

Domestic water piping will be Type L copper piping with lead-free solder joints or mechanical coupling similar to pro-press. Cold and hot water will be insulated using fiberglass with kraft jacketing. The insulation thickness will be specified to be consistent with energy code requirements.

All plumbing fixtures will be selected in accordance with the use of the facility and will meet all ADAAG, state, and local regulations. Water closets shall be detention-grade stainless steel fixtures. Water closets will have an elongated bowl, siphon jet action, and open-front seat. Lavatories will be detention-grade stainless steel with ligature resistant design, center-set faucets, open drain type waste outlet, flexible supplies with angle stops, and adjustable 1¼-inch cast brass P-trap. Faucets will be automatic type. Water flows will be limited to 0.5 gallons per minute.

Drinking fountains will be wall-mounted with bottle filling stations via a backing plate and constructed from stainless steel. Mop sinks will be pre-molded stone type with sink edge guards, wall-mounted faucet with hose end, brace, and vacuum breaker. Water flow will be limited to 2.5 gallons per minute.

Above ground sanitary piping will be cast iron with heavy duty mechanical couplings. Above ground vent piping will be cast iron with regular duty mechanical couplings. Below ground piping will be PVC. Sanitary waste and vent pipelines will not be insulated.

Polished brass floor drain strainers will be provided in toilet rooms.

Pre-Design Narrative

III. ELECTRICAL

NARRATIVE

The project electrical scope consists of providing power and lighting to the new housing area meant to house 22 individuals. This will consist of new recessed lighting in each living unit, as well as in the common areas, (2) new receptacles, (1) with USB-A connection, in each living unit, as well as receptacles as needed in the common area.

CODES ADOPTED

The following codes are applicable to this project:

2023 Oregon Electrical Specialty Code (OESC)

2021 Oregon Energy Efficiency Specialty Code (OEESC), based on 2019 ASHRAE 90.1

2019 Oregon Fire Code (OFC)

NFPA 13 Standard for Installation of Sprinkler Systems

Latest editions publications from the following standards organizations will be used as design guidelines for the project:

National Fire Protection Association (NFPA)

Illuminating Engineering Society of North America (IES)

Building Industry Consulting Service International (BICSI)

Americans with Disabilities Act (ADA)

National Electrical Manufacturer's Association (NEMA)

ASCE 7-10 Section 13.2.2 for Seismic ratings of equipment

Electrical Industries Alliance (EIA)

Telecommunications Industry Association (TIA)

The project will be designed to conform to the Oregon Energy Trust requirements and Americans with Disabilities Act and Architectural Guidelines (ADAAG).

DEMOLITION SCOPE

- Remove all existing lighting in common area.
- Remove (3) existing receptacles in common area.
- For all removed devices, demolish associated conduit and feeder back to connection point.

NEW CONSTRUCTION

Power

- As the existing panel in the nearby control room (Panel 2HE) only has one spare breaker space a new panel will need to be installed for the additional power loads. This new panel could theoretically be subfed from Panel 2HE, but it is unlikely that there is enough remaining capacity as 2HE is a 100A rated panel. Based on the site walk and existing plans, Panel 4HN2 is a likely candidate for this new panel connection, and it would also be the likely connection point of the new lighting circuits as well.
- The new panel shall be a 100A-minimum 120V/208V 3ph/4-wire Square-D panelboard to match the existing panelboards throughout the facility. A 30KVA dry-type transformer shall also be required to serve this new panel (transformer sized to match 100A panel).

Pre-Design Narrative

- Provide (2) new duplex receptacles in each living area. (1) of these receptacles shall have a minimum of (2) USB-A connections in addition to the outlets.
- Provide minimum (3) new duplex receptacles in new common area located as directed by owner.

Lighting & Controls

Interior Lighting

- The lighting design shall comply with Oregon Energy Efficiency Specialty Code with an additional energy conservation goal to be overall 10% better than code.
- Lighting levels shall be in accordance with the recommendations of the Illumination Engineering Society (IES) and energy usage shall not exceed the requirements of the Oregon Energy Efficiency Specialty Code.
- New 2x4 troffer lighting will be installed in common area in grid ceiling, number and spacing as required to meet lighting requirements above. These lights shall also have daylight-sensing controls to dim based on lighting from skylights.
- New detention-rated fixtures will be installed in bathing areas as well as living areas.
- All lighting shall be controllable from a central location by staff.

Fixture Selection

- Lighting fixtures shall be selected on the basis of maintaining a 25-year life cycle within the facility. Fixtures will be evaluated based on effectiveness and long-term life cycle costs, including characteristics and components that ensure longevity and quality, and not just the lowest first costs.
- Efficient light sources should be paired with high-performance fixtures that are designed for these specific light sources, further enhancing the overall system efficiency. Selected fixtures will be energy efficient and be specified as fit for detention applications.
- Interior lighting shall be provided with medium-quality specification grade LED-type fixtures. Color temperature will match existing throughout facility, 3500K if temperature is not consistent throughout.
- 277/1ph power will be provided for all lighting circuits.
- Exit signs shall be provided with unswitched circuits so they stay 'ON' all the time. They shall match existing exit signs throughout the facility.
- Controls will consist of distributed devices networked together to form the system. It may include low voltage digital switches, occupancy/vacancy sensors, daylight sensors, plug load sensors, relay panels and networking devices. The control system shall integrate with the existing controls in the facility.

Pre-Design Narrative

IV. SECURITY

COMMUNICATION SYSTEMS

This infrastructure shall include the telecommunication conduit pathways, CAT6A cabling, terminations, and testing, for the communications network. Conduit and cabling will route to the nearest IDF space. Space in the IDF will be provided for Owner furnished server cabinets. There are anticipated thirty-two cables to be terminated in sixteen field locations. Locations are to include wireless access points, telephones, kiosks, and workstations. A new patch panel will be required in the local IDF for terminating cable. All cables are to be in conduit. Cable below ten feet shall be in rigid conduit. For quality control, install all communications infrastructure in conformance to the following requirements and guidelines:

TIA/EIA – 568 Commercial Building Telecom Wiring Standard current revision and associated addenda:

TIA/EIA 568-C.0: Generic Requirements.

TIA/EIA 568-C.1: Commercial Cabling Requirements.

TIA/EIA 568-C.2: Balanced Twisted Pair Cabling Standard.

TIA/EIA 568-C.3: Optical Fiber Cabling Standard

TIA/EIA – 569 current revision and associated addenda: Commercial Building Standard for Telecommunications Pathway and Spaces

TIA/EIA 598-C: Color Coding of Optical Fiber Cables and Strands.

TIA/EIA–606-A Administration Standard for Telecommunications Infrastructure of Commercial Buildings

TIA/EIA–607-A Commercial Building Grounding and Bonding Requirements for Telecommunications

TIA/EIA 455: Fiber Optic Test Standards

BICSI TDMM 14th Edition

Active IEEE 802 Standards for Local and Metropolitan Networks including:

IEEE 802.3: 10Base-T Ethernet Standard

IEEE 802.12: 100Base-TX Ethernet Standard

IEEE 802.3ab: 1000Base-T Ethernet Standard

IEEE 802.3ae: 10Gb/s Ethernet Standard

IEEE 802.3af: Power Over Ethernet Standard

IEEE 802.11: All Wireless Ethernet Standard

Category 6A cabling is limited to a total cable length of 100 meters or 328 feet. The 328 feet limitation includes the installed cable, patch cords, and cable from the wall outlet to the device. As a guide, cable runs in the building are limited to an average of 295 feet, allowing 35 feet for patch cables and cables from the wall to the device. Cable lengths will be defined in greater detail as the design develops to maximize the benefit provided to the facility.

The communication infrastructure will also support wireless service to authorized devices. The owner will provide all ethernet switches, telephones, computers, servers, and programming for tel/data network equipment. Communication infrastructure will also support services furnished to adults in custody. These services can include video visitation, telephones, commissary kiosks, and wireless to tablets. The individual vendors will provide equipment and programming for their services. The infrastructure will be sufficient to support a single vendor providing all services or separate vendors for each service.

Pre-Design Narrative

Each television location will have a coaxial drop to be utilized by the owner provided CATV system. The contractor will provide splitters and amplifiers as necessary to distribute the signal. The Owner will work with their vendor to provide the signal for this system.

There will be one television in the housing area day room. All coaxial cables are to be in conduit from the nearest IDF. Cable below ten feet shall be in rigid conduit.

There will also be staff radios that may require DAS amplification. The Contractor will coordinate with the radio team from Linn County to develop a solution and incorporate pathways for a potential DAS system based on the equipment to be provided. The Communication contractor is to provide spare pathways to each new dayroom and the new corridor. These two-inch conduit pathways are to route from the nearest IDF. The system itself will be installed by Linn County and their radio vendor.

FIRE ALARM SYSTEMS

The facility networked addressable fire alarm system will be modified for the new spaces. The new devices will be programmed to announce on the fire alarm annunciator throughout the building, including in the control room spaces. The system will be designed and installed in compliance with applicable codes. Fire alarm initiating devices will comply with NFPA 101 Chapter 22 and NFPA 72.

The custody areas of the facility will be designed as detention facilities. The fire alarm system will be designed as a private evacuation system as defined by NFPA 72-18.4.4. to notify staff of any fire alarm initiation. Staff will then relocate or evacuate adults in custody per policies and procedures. The private evacuation system requires the approval of the Authority Having Jurisdiction.

The new housing units will be considered windowless buildings and will require a smoke evacuation system to maintain tenable egress during occupant evacuation. The fire alarm system will activate the appropriate sequence based on fire sprinkler water flow or smoke detection. The fire alarm system will also confirm intended air flow and monitor for presence of power.

In general, the following are the fire alarm components to be provided:

Twelve Addressable Modules

Addressable input modules will accept a dry-contact and report the contact closure to the fire alarm system.

Addressable output modules will provide a dry contact to control an action when directed by the fire alarm system.

Two Manual Stations

Addressable manual pull stations will be provided at each means of egress and as required for control rooms to activate the local fire alarm devices and annunciate in Central Control.

Key operated stations will be provided where adults in custody have access to manual pull-station to minimize nuisance alarms. Local staff will have keys to activate the station if needed.

Installation will comply with the Americans with Disabilities Act which requires the active part of the device mounted no more than 48" above finished floor.

Pre-Design Narrative

Ten Spot Smoke Detectors

Addressable spot detectors will be mounted on the ceiling to detect smoke in the new housing/dayroom area, and the reconfigured common dayroom area. Spot detectors will be mounted behind exhaust duct to prevent tampering.

Spot smoke detectors will be located no more than 15 feet from the wall and no more than 30 feet on centers where ceilings are flat. Alternative spacings as defined by NFPA 72 Articles 17.5 and 17.7 will be implemented where ceilings are not flat

Duct Damper Control

Fire Damper Control: Fire Dampers will include a fusible metallic link that will be melted by the heat from the fire and close the damper.

Smoke Damper Control: Smoke Dampers will be activated by the fire alarm system through an addressable output module when smoke is detected in the area.

Combination Fire/Smoke Damper Control: Combination dampers will have both operations described above.

Fire Alarm Cabling

All fire alarm cabling will be installed in conduit and comply with NFPA 70.

Pathway Survivability of Level 1 in compliance with NFPA 72 -12.4.1

Fire alarm cabling for initiating devices and notification appliances will comply with NFPA 72 -12.3.1 Class A and continue to function with a single wire fault.

ELECTRONIC SECURITY SYSTEMS

The security electronic system will be modified to allow staff to control and monitor the new doors, providing safe movement through the facility. Cameras and intercoms will be incorporated to allow staff to quickly identify individuals by sight and sound before unlocking a door as well as monitor the interior and circulation spaces. All security system cabling will be installed in conduit. Cable below ten feet shall be in rigid conduit.

The Electronics Security Contractor (ESC) will be responsible for maintaining the highest level of quality. All work will be completed in accordance with the current requirements of codes, standards, and agencies. The scope of the Electronics Security Contractor will include:

- Programmable Logic Control (PLC)
- Touchscreen Control Stations
- IP Video System
- Video Monitoring Station
- Intercom System.
- Paging
- Uninterruptible Power Supply.

The new devices will be integrated with the existing Modicon M340 PLC. The PLC system will provide all required logic and programming to monitor door position switches and contact devices interface the various systems into a cohesive operating system. The PLC is located in the nearest IDF.

Pre-Design Narrative

The new PLC I/O and relays will be installed in existing racks. All field wire will land on screw terminals inside the equipment racks. Cabling will be labeled, and a termination schedule will be provided to assist in trouble shooting. Wire will be neat in appearance and secured with velcro straps. All Class 1, 2, and 3-wire shall be separated as defined in section 725 of the NEC. Devices shall be individually fused between the power supply to the field devices. All racks and conduit shall be grounded to the existing unified ground. The detention grade doors are monitored for two conditions. A door position switch will monitor that the door is closed. A latch bolt sensor will monitor that the latch bolt is extended. Both conditions must be true for the door to be displayed as secure. Doors not secure will be displayed in red with an open-door graphic on the Touchscreen Control Station.

Code required Emergency Release is a critical function for door control and must be accomplished in an area with two minutes by minimal staff. Article 408 of the IBC requires that all locked doors be unlocked with the bolts held back so that doors do not relock when closed. Normal operation is that when the door is unlocked, and then closed, it automatically locks back. Emergency release is activated and deactivated by icons in Central Control. When Emergency Release is activated is a matter of the Policies and Procedures for the facility. It can be used to evacuate the housing unit, or during a search and rescue after a major fire event to find missing individuals when head counts come up short. Emergency release will be provided for the new housing/dayroom area.

The existing touchscreen control stations (TCS) will be modified to provide a graphic floor plan of the areas controlled. New devices will be represented by icons representing the doors and intercoms to be controlled. The existing TCS will be relocated to provide a clear view into the newly modified space. The TCS station shall be able to unlock doors, monitor door status, answer intercom calls, select cameras to be displayed, monitor facility alarms, control power outlets, and control lighting. TCS stations shall use the existing SCADA software to interface with the PLC. The operation of each device will register on the facility's existing Event Recording Computer (ERC). The ERC will be programmed to record critical alarms and activations with a time and date stamp for forensic reporting purposes. Reports can be generated based on time, date, or event type.

The new housing area will be provided with an emergency intercom station that allows the occupant to place a call for help to the control station for use during an emergency. Intercom staff stations will be provided on both sides of the two controlled circulation doors and. Intercoms will be interfaced with the TCS station as the video system to provide camera call-up when an intercom is selected. The intercom stations will be integrated with the existing Harding Microcomm DXL. Paging will be provided and zoned by area in each dayroom through the TCS station. An estimated four new intercoms will be required.

Fixed Internet Protocol (IP) Cameras will be provided to monitor the approach to each controlled circulation door and to monitor critical group areas. All cameras will be recorded on the facilities existing video storage array. Camera video will be actively viewed in the control rooms. The system will be programmed with video call-ups for intercoms to allow for efficient staff operation. Equipment will be manufactured by Avigilon. The contractor is to provide cameras, cabling, PoE network switch, and conduit to local IDF. Cable below ten feet shall be in rigid conduit. Network switch will be mounted in the existing equipment rack. Camera estimates are as follows:

- Three Avigilon 32C-H5A-4MH
- Two Avigilon 6.0C-h6A-D01-IR

All security electronics will be supported by the facility's existing Uninterruptible Power Supply (UPS).

Pre-Design Narrative

DETENTION SYSTEMS

The new building walls will provide a secure barrier for each area. The number of doors and windows through the secure barriers will be minimized as allowed by Code. Doors passing through the secure perimeter walls will be detention grade doors, detention grade frames, and detention grade hardware. Doors and windows will be rated where required. An estimated two new detention doors will be required.

The Detention Equipment Contractors (DEC's) will be required to maintain the highest level of quality. All work will be completed in accordance with the current requirements of codes, standards, and agencies. This scope will include:

- Detention Hollow Metal
- Detention Hardware
- Security Glass
- Coordination, integration, and interfacing required with the door locking control systems.
- Training and demonstration to the Owner for the operation and maintenance of all equipment provided.

The Detention Hollow Metal will be manufactured by a nationally recognized manufacturer. The security detention Hollow Metal Doors, Frames, and Windows will be custom fabricated and will comply with the following:

- ASTM F1450-12a Standard Test Methods for Hollow Metal Swing Door Assemblies for Detention and Correctional Facilities
- NAAMM 863-04 - Guide Specifications for Detention Security Hollow Metal Doors and Frames.
- ASTM F1643-05 Standard Test Methods for Detention Sliding Door Locking Device Assembly

The detention Hollow Metal Doors, Frames, and Windows will be custom fabricated with heavy-duty reinforcement, manufactured by pre-approved manufacturers. Detention hollow metal doors will be constructed of 14-gauge steel at all areas except Cells which will be 12-gauge. Security hollow metal frames will be 12-gauge.

This narrative describes "electro-mechanical" type hardware. This project is intended to be an open bid with detention hardware manufactured by Southern Steel, RR Brink, or Airteq. All of the detention locks will be by one manufacturer for ease of maintenance. Features required are as follows:

Doors at egress, dayroom, and circulation locations will be remotely controlled Detention Hollow Metal. These doors will be provided with a detention grade door position switch to indicate that the door is closed. These swing doors will be provided with maximum security wide-jamb electro-mechanical locks equal to the 10120 lock. Internal 24 VDC motors with a half-cycle function operate the locks. The locks will have an internal latch-bolt monitor to indicate that the bolt is extended. Doors are secured when the latch-bolt is extended and the door is closed. If either condition is not true, the door is not secured. All circulation doors will be keyed both sides. Circulation, egress, and fire doors are provided with door closers.

Detention grade Chase doors will utilize a mechanical deadlock bolt lock. When in a fire rated wall, these locks would be a snap-lock allowing them to be closed without a key.

Doors will utilize miscellaneous hardware where applicable, which will include door position switches, pulls, closers, hinges, stops and weather stripping. Detention locks are fail-secure which means that when power is removed, the lock remains in its current position. If the door is locked, when power is lost, the door remains locked. Every door is provided with a code required mechanical key override which provides staff immediate control of the door.

Pre-Design Narrative

DETENTION RATED GLASS

Pre-approved glass manufactures will provide the detention rated glass. A variety of attack ratings and thickness will be utilized. The products selected will protect against physical attack as required in each location based on its implementation.

Glass-clad polycarbonate consists of polycarbonate layers sandwiched between two panes of glass. Higher attack ratings are achieved by adding layers of polycarbonate. The outer glass panes resist scratching better than laminated polycarbonate. The design will endeavor to minimize the number of different sized glass panes. Larger windows will consist of smaller panes providing the required vision. In doors and where practical, small 5" slit windows will be used. Since it is not possible for adults in custody to escape through the narrow slit, tempered glass can be used reducing initial and maintenance costs. Fire-rated detention glazing is very expensive and will be used only where necessary. The glazing will be further defined as the design develops. Detention glazing will fall into the following categories:

SECURITY GLASS CLAD POLYCARBONATE

- Grade 1 SG1: 1" Glass Clad polycarbonate; (ASTM F1915-12 Grade 1 - 60-minute containment).
- Grade 2 SG2: 13/16" Glass Clad polycarbonate; (ASTM F1915-12 Grade 2 - 40-minute containment).
- Grade 3 SG3: 3/4" Glass Clad polycarbonate; (ASTM F1915-12 Grade 3 - 20-minute containment).
- Grade 4 SG4: 9/16" Extruded polycarbonate; (ASTM F1915-12 10-minute containment).
- Grade 5 SG5: 1/2" Tempered glazing (No attack rating)

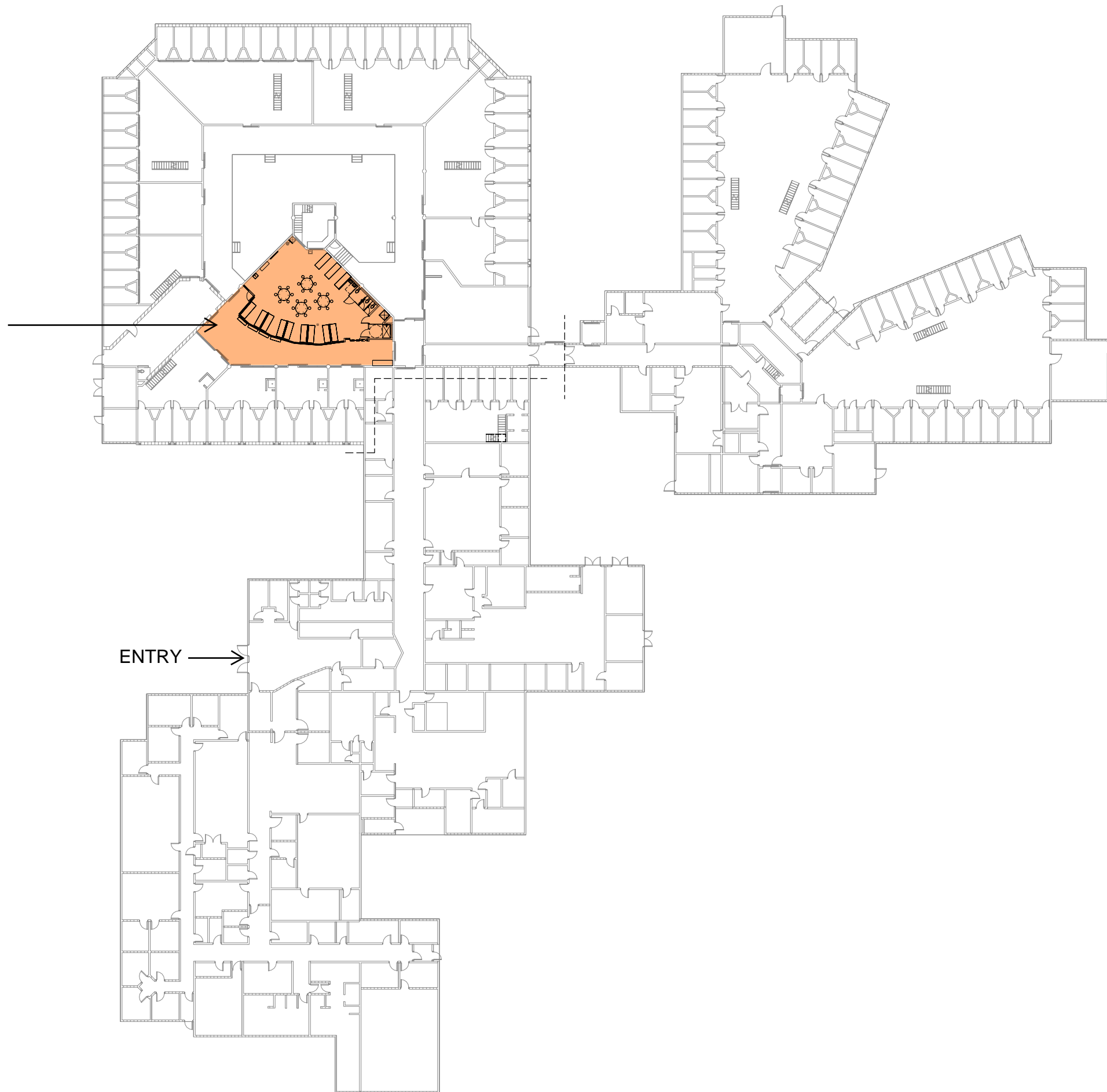
FIRE RATED SECURITY GLASS (INTUMESCENT LAMINATE - NO GEL - WHERE FIRE RATINGS OCCUR)

- Grade 1 SG1B: 2-1/8" UL fire rated for 60 minutes equal to McGrory 60-SP028 (60-minute containment rating).
- Grade 2 SG2B: 1-15/16" UL fire rated for 60 minutes equal to McGrory 60-SP019 (40-minute containment rating).
- Grade 3 SG3B: 1-13/16" UL fire rated for 60 minutes equal to McGrory 60-2116 (20-minute containment rating).
- Grade 4 SG4B: 1-11/16" UL fire rated for 60 minutes equal to McGrory 60-2117 (10-minute containment rating).

Pre-Design Narrative

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AREA OF WORK

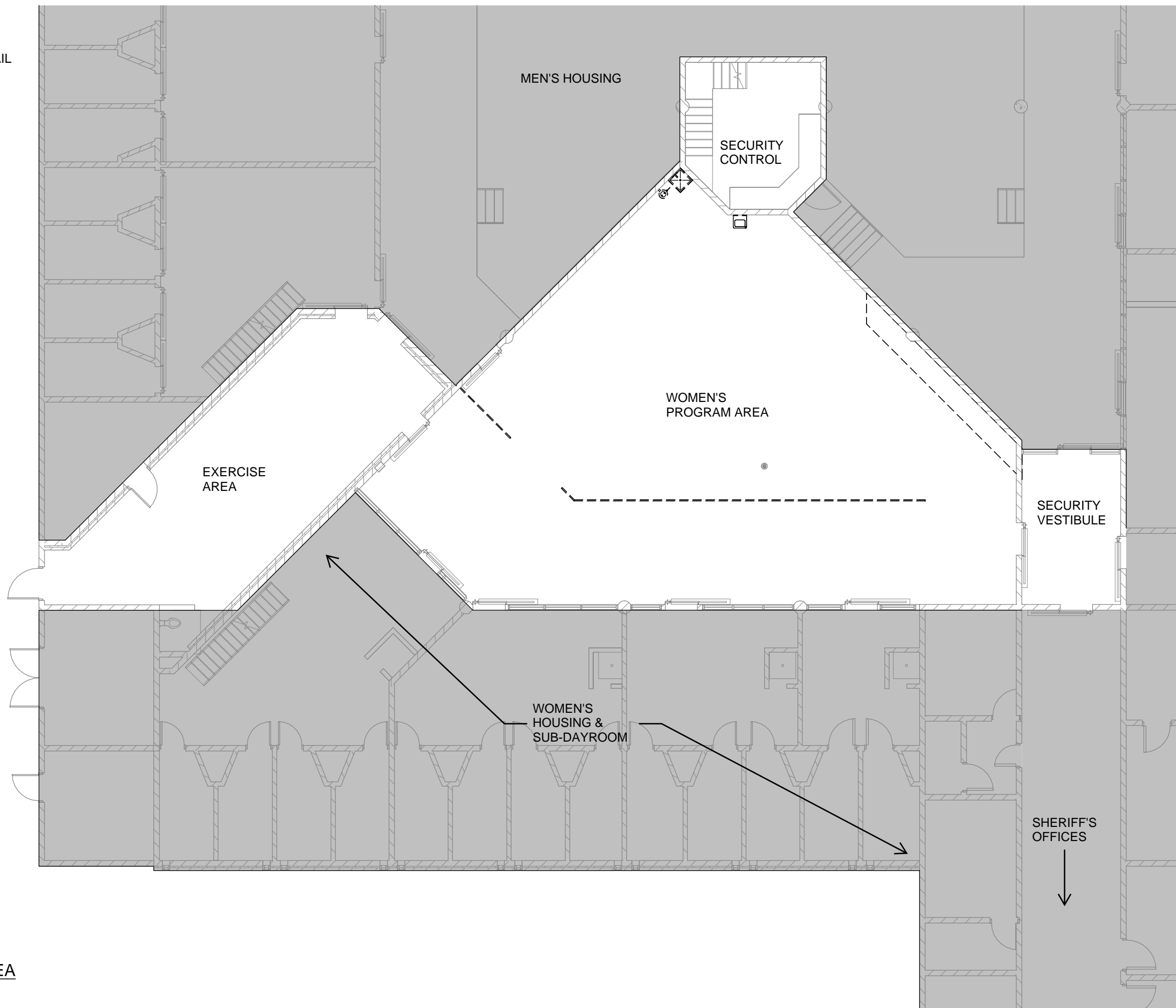


OVERALL PLAN (LEVEL 1)

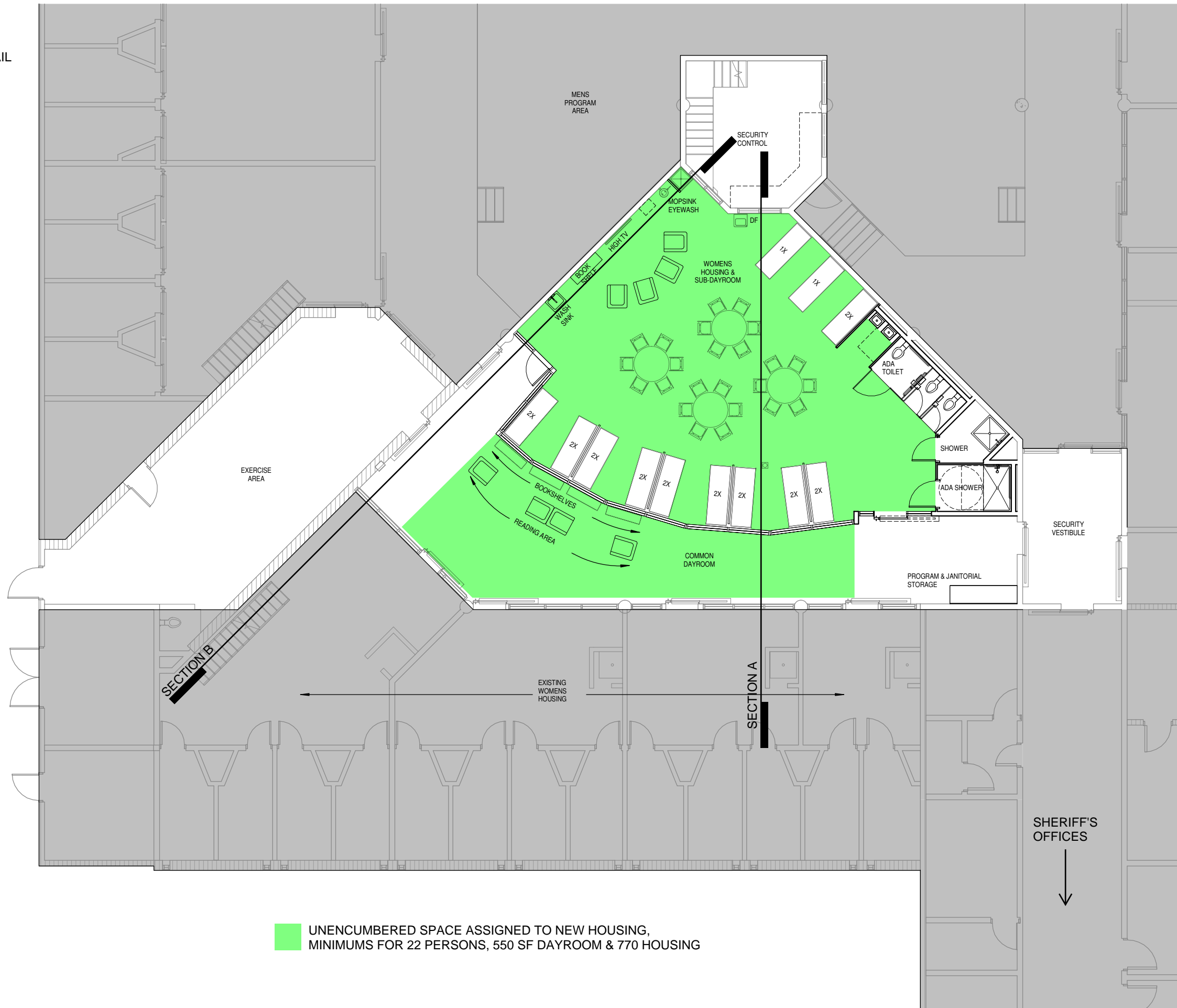
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PERIMETER
FENCE
AREA OF WORK

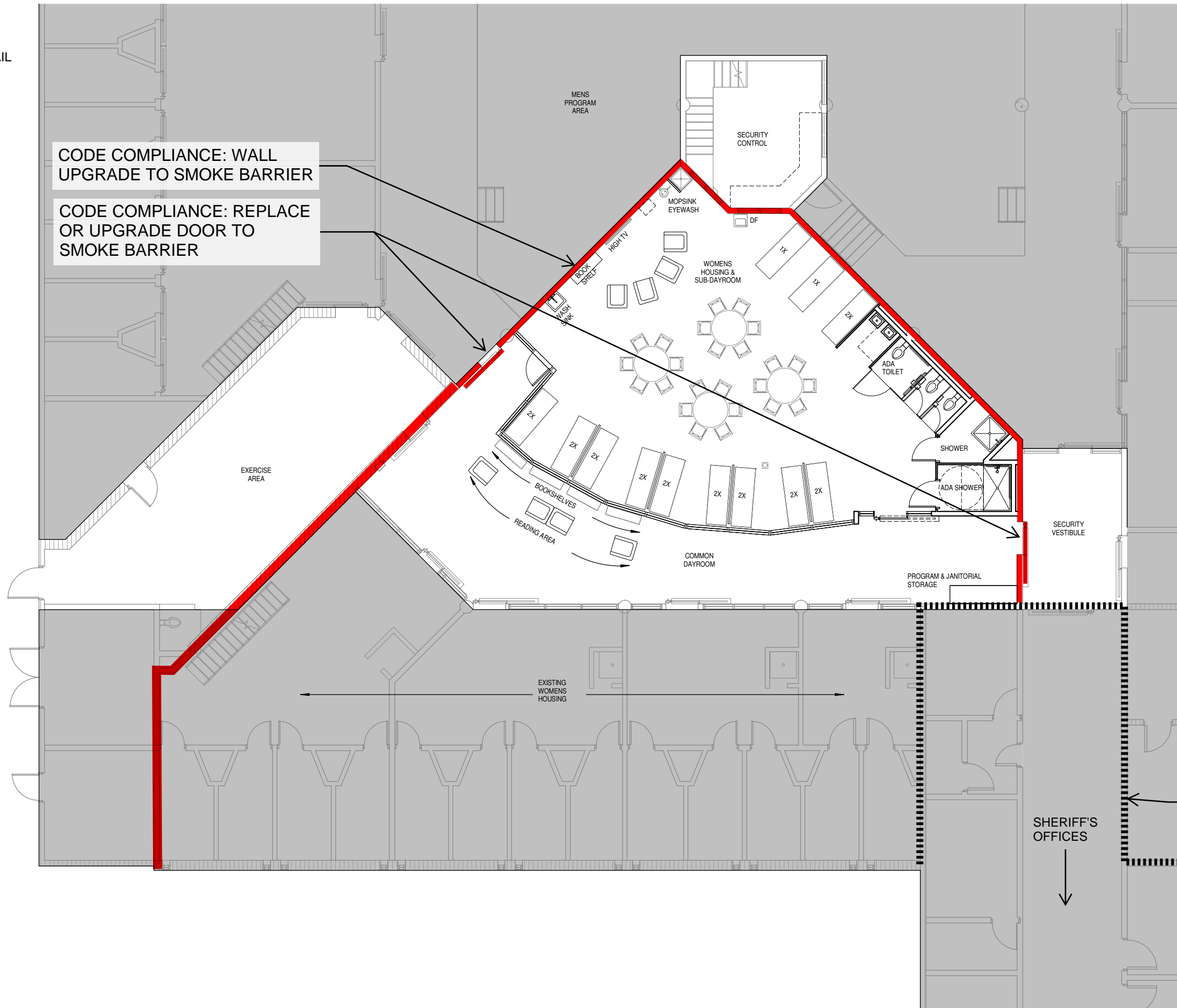


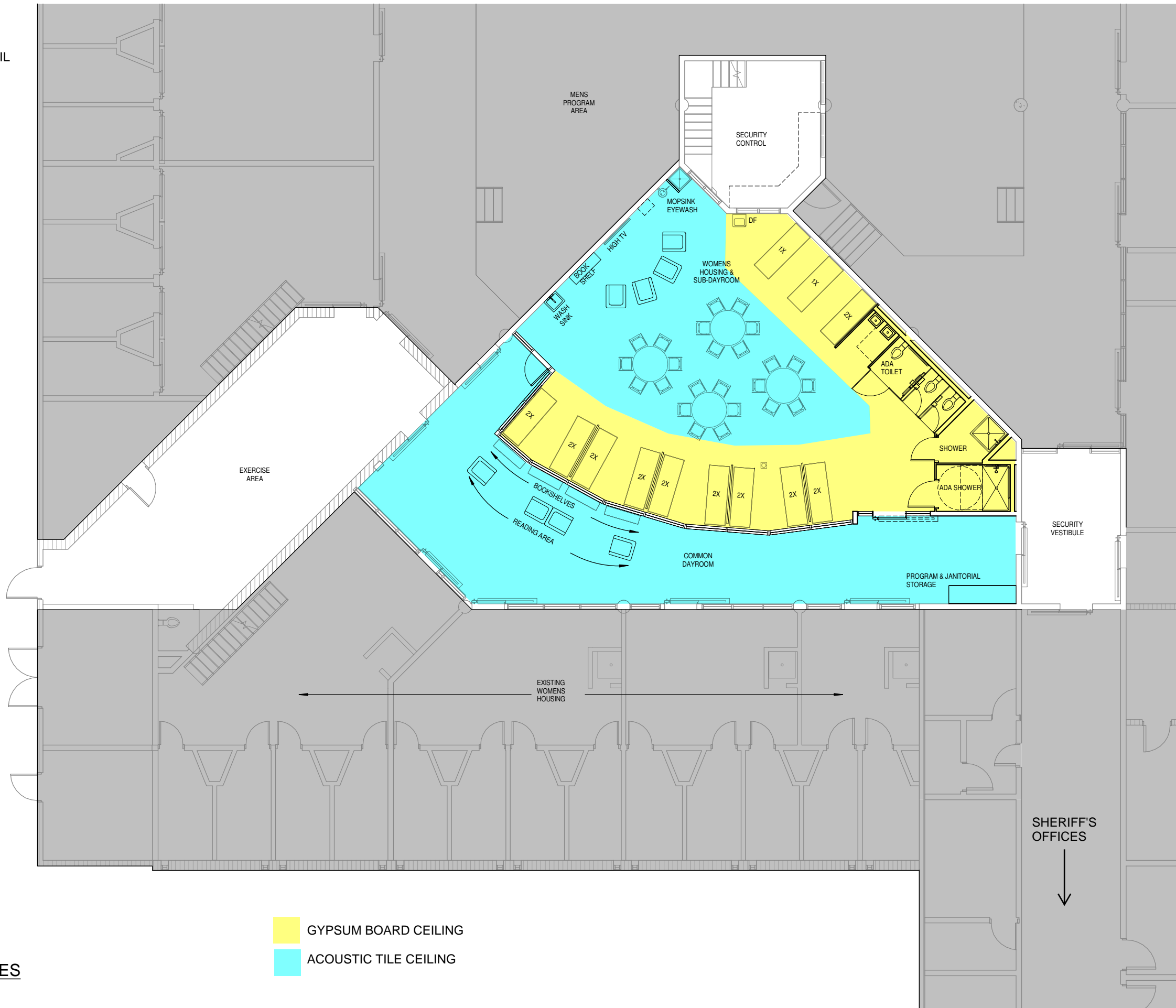


EXISTING PROGRAM AREA



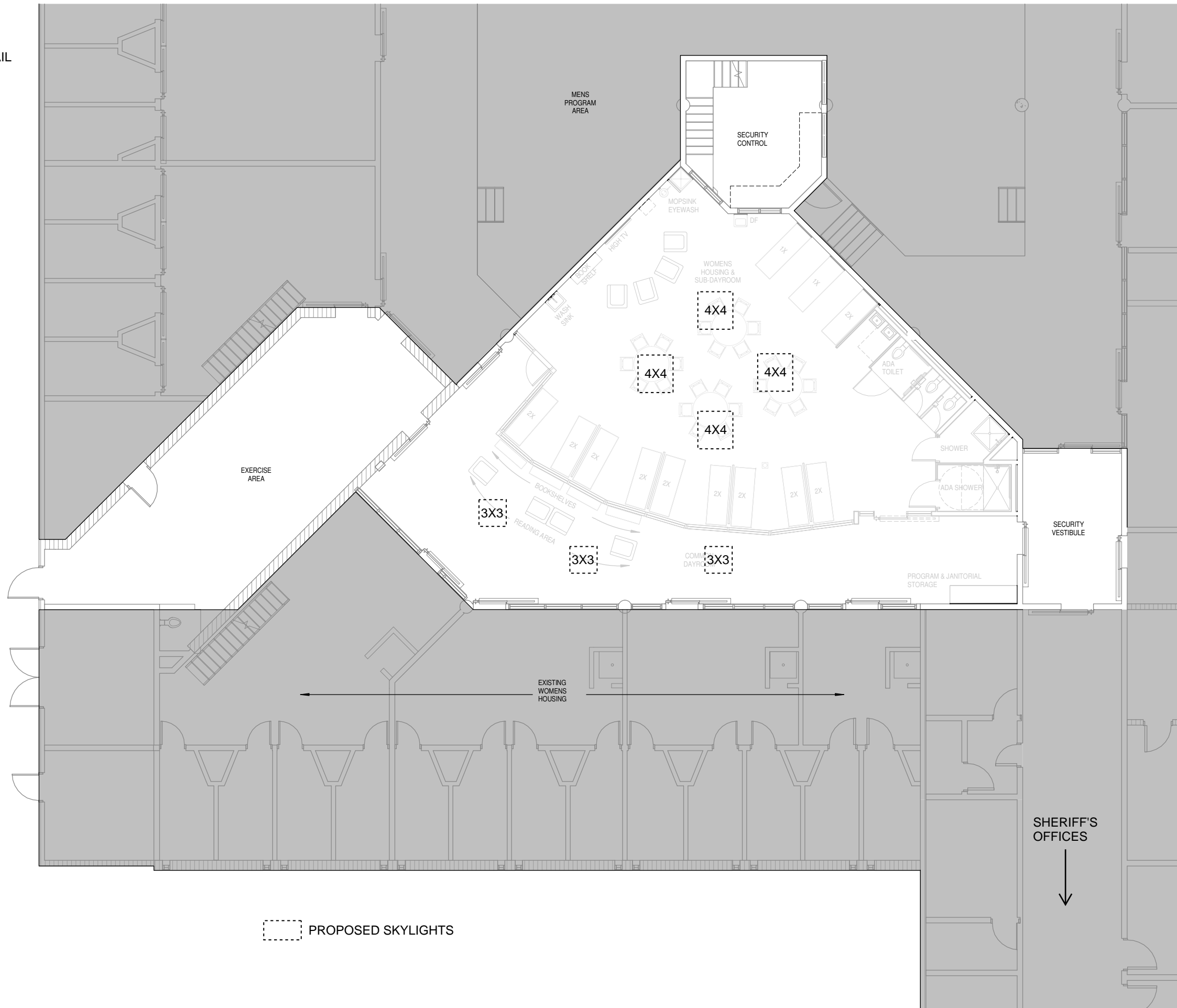
PROPOSED LAYOUT





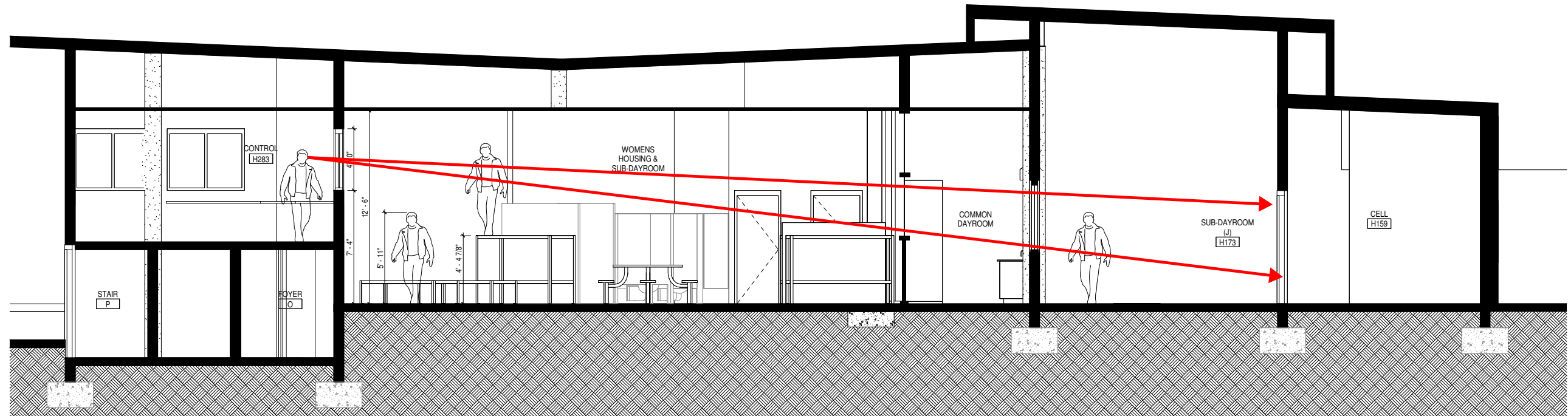
- GYPSUM BOARD CEILING
- ACOUSTIC TILE CEILING

PROPOSED CEILING TYPES

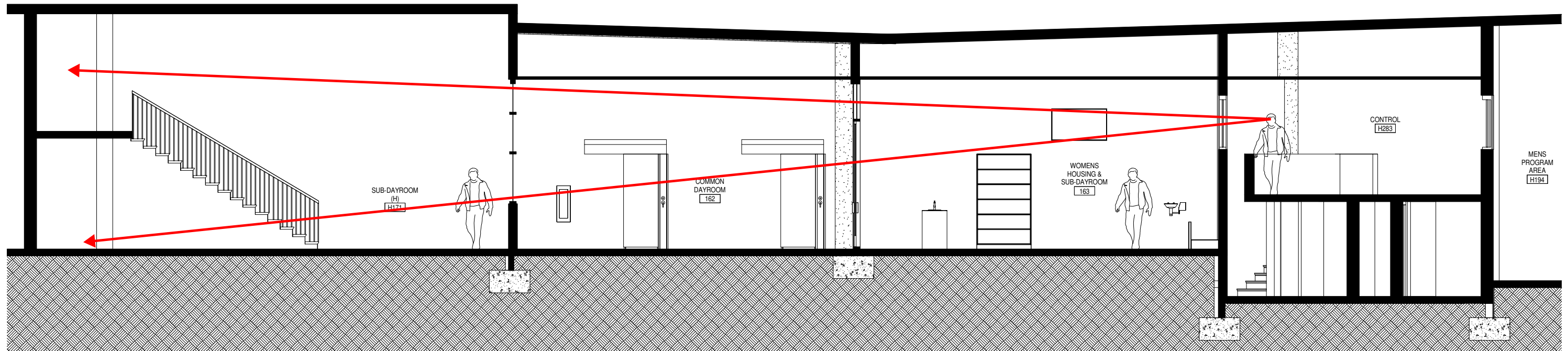


--- PROPOSED SKYLIGHTS

SKYLIGHT PLACEMENT



SECTION A



SECTION B

BUILDING SECTIONS