

Linn County, Oregon



Request for Proposals

Architectural Services – Jail Renovation

RFP Number 2024-170

May 21, 2024

Mandatory Pre-Proposal Conference:

May 30, 2024 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

All RFP Documents will be posted to
www.LinnSheriff.org/rfps

PROPOSALS DUE:

June 20, 2024

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.

The Linn County Sheriff's Office ("County") is currently accepting proposals for Architectural Services from professional services firms. The County intends but is not required to select a firm or firms to provide services to assist in the development and implementation of the design of the County's Jail Renovation 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 initial term of the contract is anticipated to be 12 months.

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.

Event	Date	Time
Pre-Proposal Conference	May 30, 2024	9:30 AM
Questions / Requests for Clarification Due	June 7, 2024	4:00 PM
Closing (Proposals Due)	June 20, 2024	11:00 AM
Issuance of Notice of Award (approx.)	July 3, 2024	

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.

SECTION C – SCOPE OF WORK

C.1. Overview.

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.

C.2 Information.

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

C.3 Work Requirements and Technical Services.

Anticipated Architectural Services

Provide the necessary Architectural services to provide and verify the design of the Project to Renovate the existing Jail. Services to include but not be limited to the following:

- a. Provide programming services to assist the county in establishing the necessary criteria to complete the project, including verification of site, scope, budget, and schedule.
- b. Provide design services from schematic design into design development through construction documents.
- c. Provide assistance in the bidding phase by completing all necessary documents
- d. Provide construction administration including but not limited to weekly meetings, review of

payment applications, site visits, and verification of completion of the work per the contract documents.

- e. Provide closeout services including but not limited to preparation of final work correction report, review of owner manuals, warranties, and as-built drawings, and conduct a warranty review.

The complete list of Architectural scope of services is in **Exhibit A, Scope of Services – Architectural Services**.

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.

Statements made at the pre-proposal meeting are not binding upon the County. Proposers may be asked to submit questions in writing.

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. To ensure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

RFP Title: Architectural Services – Jail Renovation
RFP No.: 2024-170
Attn: Undersheriff Micah Smith
Linn County Sheriff's Office
1115 Jackson Street SE
Albany, Oregon 97322

D.2.2 Proposal Content Requirements. All Proposals must include the following information, and shall be organized as listed below with the following sections:

Part 1: Overview

- a. Provide a brief history of your firm, and if a joint venture or partnership, of each participating firm.
- b. Identify legal form, ownership, and senior leadership by firm.
- c. Describe number of years in business and types of business conducted.
- d. Describe firms experience in correctional projects and specific knowledge of project type.
- e. Location of office from which work will be performed / dispatched.

Part 2: Staff

- a. Team members who will be assigned to the County's project. Provide organizational chart and résumés for proposed members. Describe public agency project experience of key staff.
 - a. Provide a brief history of expertise and role for each team member.
 - b. Describe number of years of experience and types of business conducted.
 - c. Location or office from which work will be performed / dispatched.
 - d. List a minimum of three (3) projects which member has been involved, special consideration for correctional projects will be given.
 - e. Professional credentials, if any
 - f. Identify proposed consultants, if any.

Part 3: Experience

- a. List relevant correctional and public projects in the last ten (10) years, of firm or key team members including:
 - a. Project name/location (maximum five (5) and include brief description)
 - b. Year completed/current status
 - c. Construction value
 - d. Client name and contact

Part 4: Project approach

- a. Availability to provide project professional services, construction oversight and the ability to provide prompt responses to County inquiries and concerns.
- b. Demonstrate understanding of effective project communication, cooperation and services required to successfully prepare documents for similar projects.
- c. Knowledge and understanding of the required services as shown by approach to staffing and scheduling needs.
- d. Demonstrate ability to prepare accurate construction documents that assist the owner in receiving bids which are on or below budget.

Part 5: References:

- a. Referrals - Include three (3) relevant client references. Client references must include name of client, title, address, telephone number, email address and project name. Appendix: Résumés and Letters of Recommendation.

D.2.3 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 E.

D.2.4 Proposed Rate Information. Proposers must also submit, in a separately sealed document, the Proposer's proposed rates to perform the services requested. The rate information requested WILL NOT be used as part of the evaluation process but is requested solely to enable a prompt beginning to the contract negotiation process (Section E) with the Proposer that scored the highest based Section D.4 – Evaluation Process.

D.2.5 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.2.6 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.2.7 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.

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 Evaluation Process.

D.4.1 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 137-047 and ORS 279B. 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.4.2 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.

	EVALUATION CRITERIA	Points
1	Years In Business	5
2	Firm Background / Capacity / Team Availability / & Sub-consultants	10
3	Firm Capacity / Team Availability / Sub-consultants	25
4	Past Performance	25
6	Approach / Methodology	10
7	Experience with Meeting Construction Budget	25
	TOTAL	100

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.4.3 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.

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 reserves the right to announce its Intent-to-Award Announcement by letter, email, or fax. The Intent-to-Award Announcement shall serve as notice to all Proposers that the County intends to make an award.

E.3 Negotiations. The County and the selected Proposer(s) shall mutually discuss and refine the scope of services for the project [pursuant to Section C.4] and shall negotiate conditions, including but not limited to compensation level and performance schedule, based on the scope of services requested. 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

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 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: Scope of Services – Architectural Services
- Exhibit B: Sample Contract for Services
- Exhibit C: Affidavit of Trade Secret
- Exhibit D: Proposer Information and Certification Sheet

Exhibit A

SCOPE OF SERVICES - ARCHITECTURAL SERVICES

A.1 PHASE 1 - BASIC SERVICES - PROGRAMMING SERVICES

During the programming phase, Consultant shall provide those Basic Services necessary to refine programming, site-related limitations and general requirements for the Project. Some of the described Services will be provided during this activity phase and some during other phases of Project design. Consultant's Services during Phase 1 shall consist of the following:

- 1) **PROGRAMMING Services.** Consultant shall confirm and refine the program information already developed for the Project, detailing the space needs, dimensions, interrelationships and special requirements such as telecommunications systems, access control, standby power and security for each area of the renovation within the existing facility. Consultant shall gather information from Owner and Project stakeholders to identify requirements, problems, issues, expectations and concerns, as well as Project goals. The programming information developed by Consultant shall include, but is not limited to, a list of spaces, their sizes, activities, hours of use, finishes, equipment, furniture and systems, and a brief narrative describing the relationship between spaces. Consultant shall prepare a refined program report, in an 8 1/2" X 11" format and with any drawings attached and in an 11" X 17" format, for presentation to and approval by Owner.
- 2) **SITE DEVELOPMENT PLANNING Services.** Consultant shall provide preliminary site development planning Services including, but not limited to, providing an executive summary, a building analysis, and a comparative evaluation of conceptual site development designs, based on: land utilization; structures placement; facilities development; movement systems, circulation and parking; utilities and Project description; preliminary systems descriptions; code review; master plan provisions; Owner requirements; subsurface conditions; ecological requirements; and landscape concepts.
- 3) **NEEDS ANALYSIS Services.** Consultant shall gather information from Owner and Project stakeholders to identify requirements, problems, issues, expectations, concerns, as well as Project goals. The programming information shall include but is not limited to a list of spaces, their sizes, activities, hours of use, finishes, equipment, furniture and systems, and a brief narrative describing the relationship between spaces.
- 4) **ON-SITE UTILITY STUDIES Services.** Consultant shall establish requirements and prepare initial designs for on-site utilities required for the Project.
- 5) **OFF-SITE UTILITY STUDIES Services.** Consultant shall determine the requirements for Project connections to required utilities.
- 6) **STATEMENT OF PROBABLE CONSTRUCTION COST Services.** Consultant shall develop a probable construction cost range, +/- 20%, for the Project (the "Programming Design Phase Statement of Probable Construction Cost") based on the most recent programming information. Consultant shall arrange the costs of constituent elements in the "Construction Specification Institute" ("CSI") format and shall include the costs of systems, assemblies, and functional areas.

A.2 PHASE 2 - BASIC SERVICES - SCHEMATIC DESIGN SERVICES

In the schematic design phase, from the Owner-approved programming information, Consultant shall provide those Basic Services necessary to prepare schematic design documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components (the "Schematic Design Documents") for acceptance by Owner. Designs will be conceptual in character and based on program requirements provided by Owner. Consultant's Services during Phase 2 shall consist of the following:

- 1) A "Project Specification Narrative" which includes a brief description of the main components, concepts, equipment, system operations, maintenance requirements and materials proposed to be used in construction for each discipline, in sufficient detail to allow the cost consultant to prepare some approximate quantities.

- 2) ARCHITECTURAL DESIGN/DOCUMENTATION Services. Consultant shall respond to program requirements and prepare conceptual building plans; preliminary sections and elevations; and development of approximate dimensions, areas and volumes. These Services shall also include the following:
 - a. Single-line drawings showing complete building layout, identifying the various major areas, core areas and their relationships.
 - b. Identification of all proposed finishes (includes all exterior surfaces, doors and windows).

- 3) STRUCTURAL DESIGN/DOCUMENTATION Services. Consultant shall recommend basic structural materials and systems, analyses, and develop conceptual design solutions for a primary structural system and alternate structural systems. These Services shall also include the following:
 - a. Structural systems layout with overall dimensions and floor elevations. Identification of structural system (pre-cast, structural steel with composite deck, structural steel with bar joists, etc.).
 - b. Identification of foundation requirements (fill requirements, piles, caissons, spread footings, etc.).

- 4) MECHANICAL DESIGN/DOCUMENTATION Services. Consultant shall consider alternate materials, systems and equipment and develop conceptual design solutions for: energy sources; energy conservation; heating and ventilating; air conditioning; plumbing; fire protection; and general space requirements necessary to allow for installation and utilization. These Services shall also include the following:
 - a. Block heating, ventilating and cooling load calculations including envelope and internal loads.
 - b. Minimum of two HVAC systems that appear compatible with loading conditions for subsequent life-cycle costing.
 - c. Single-line drawings of all mechanical equipment spaces, duct chases and pipe chases.
 - d. Location of all major equipment in allocated spaces.

- 5) ELECTRICAL DESIGN/DOCUMENTATION Services. Consultant shall respond to program requirements, recommend basic electrical materials and systems, analyses, and develop conceptual design solutions for: lighting; electrical; security and telecommunications systems. These Services shall also include the following:
 - a. An illumination plan showing estimated quantity of light from all sources and for all areas. Incorporation of daylight strategies to minimize artificial lighting. Recommendations for types and quantities of fixtures to be used.
 - b. Major electrical equipment roughly scheduled indicating size and capacity.
 - c. Complete preliminary one-line electrical distribution diagrams with indications of final location of service entry, switchboards, motor control centers, panels, transformers and onsite power generator.
 - d. Legend showing all symbols used on drawings.

- 6) CIVIL DESIGN/DOCUMENTATION Services. Consultant shall consider alternate materials and systems and develop conceptual design solutions for on-site utility systems and fire protection systems.

- 7) MATERIALS RESEARCH/SPECIFICATIONS Services. Consultant shall: identify potential architectural materials, systems and equipment, including their criteria and quality standards, which are consistent with the conceptual design; investigate availability and suitability of alternative architectural materials, systems and equipment; and coordinate similar activities of other disciplines. Consultant shall include research for less toxic materials that provide safer alternatives for people and the building environment.

- 8) INTERIOR DESIGN Services. From the approved “Needs Analysis,” Consultant shall provide interior space planning based on functional relationships, code requirements, finishes, colors, systems, furniture and equipment. Consultant shall integrate interior space planning with conceptual design solutions for architectural, structural, mechanical, electrical and equipment requirements in order to establish an integrated design approach for a fully functional and coordinated building environment. Consultant shall obtain design input from Owner. The space plan shall include the number and location of all workstations and office layouts, loose furniture, special equipment, high density filing systems, and other rooms. Consultant shall perform these Services within the constraints of the proposed furniture system, taking into account panel dimensions and standards to provide basic workstation layouts that provide block dimensions.

- 9) PROJECT DEVELOPMENT SCHEDULING Services. Consultant shall update the Critical Date Schedule as previously established.

- 10) COMMISSIONING PROCESS INTEGRATION Services. Consultant shall coordinate those activities directly related to the commissioning of the building at the Project. These Services include working with the commissioning agent (the “CA”) in the development of a clearly defined design intent for the Project building

and its systems. Consultant shall review and respond to all CA input provided throughout the Project. Consultant shall collaborate with the CA and provide specifications that list and describe the duties of the contractor that will perform the work on the Project (the “Contractor”) in the commissioning processes.

A.3 PHASE 3 - BASIC SERVICES - DESIGN DEVELOPMENT SERVICES

In the design development phase Consultant shall provide those Basic Services necessary to prepare, from the Owner- approved Schematic Design Documents, the design development documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including architectural, structural, mechanical, electrical, and other systems, materials and such other elements as may be appropriate (the “Design Development Documents”). Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, Owner's safety and maintenance requirements, sustainability and energy conservation. Outline specifications shall be prepared in accordance with the Construction Specification Institute standards and shall include, but not be limited to, general and product information. Consultant's Services during Phase 3 shall consist of the following:

- 1) **ARCHITECTURAL DESIGN/DOCUMENTATION Services.** On an ongoing basis, Consultant shall develop and expand architectural Schematic Design Documents to establish the scope, relationship, forms, size and appearance of the Project through: plans, sections and elevations; typical construction details; and equipment layouts. These Services shall also include the following:
 - a. Floor plans with final room locations including all openings.
 - b. Building sections showing coordination and relationship between components.
 - c. Wall sections showing final dimensional relationships, materials and component relationships.
 - d. Identification of all fixed and loose equipment to be installed.
 - e. Finish schedule identifying all finishes.
 - f. Door and hardware schedule showing final quantity plus type and quality levels.
 - g. Site plan, including grading and drainage.
 - h. Preliminary development of details and large scale blow-ups.
 - i. Legend showing all symbols used on the drawings.
 - j. Outline specifications, in accordance with the CSI standards.
 - k. Reflected ceiling development including ceiling grid and all devices that penetrate ceiling (i.e., light fixtures, sensors, sprinkler heads, ceiling register or diffusers, etc.).

- 2) **STRUCTURAL DESIGN/DOCUMENTATION Services.** On an ongoing basis, Consultant shall develop the specific structural system(s) and Schematic Design Documents in sufficient detail to establish basic structural system and dimensions; final structural design criteria; foundation design criteria; preliminary sizing of additional major structural components; critical coordination clearances; and outline specifications or materials lists. These Services shall also include the following:
 - a. Plan drawings with all structural members located and sized.
 - b. Footing, beam, column and connection schedules.
 - c. Final building elevations.
 - d. Outline specifications.
 - e. Foundation drawings.

- 3) **MECHANICAL DESIGN/DOCUMENTATION Services.** On an ongoing basis, Consultant shall develop and expand mechanical Schematic Design Documents and develop outline specifications or materials lists to establish approximate equipment sizes and capabilities; preliminary equipment layouts; required space for equipment; required chases and clearances; acoustical and vibration control; visual impacts; and energy conservation measures. These Services also include the following:
 - a. Heating and cooling load calculations for each space and major duct or pipe runs sized to interface with structural elements.
 - b. Major mechanical equipment scheduled indicating size and capacity.
 - c. Duct work and piping systems substantially located and sized.
 - d. Devices in ceiling located.
 - e. Legend showing all symbols used on the drawings.
 - f. Outline specifications.

- 4) ELECTRICAL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand electrical Schematic Design Documents and develop outline specifications or materials lists to establish: criteria for lighting, electrical, security and telecommunications systems; approximate sizes and capacities of major components; preliminary equipment layouts; required space for equipment; and required chases and clearances. These Services also include the following:
 - a. All power consuming equipment and load characteristics.
 - b. Total electrical load.
 - c. Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.
 - d. Complete preliminary site lighting design.
 - e. Outline specifications.
 - f. Lighting, power, telecommunications and office automation devices and receptacles shown on the plan.
 - g. Final light fixture schedule.
 - h. Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment, and any other special use areas.
- 5) CIVIL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand civil Schematic Design Documents and develop outline specifications or materials lists to establish the final scope and preliminary details for on-site engineering services.
- 6) LANDSCAPE DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand landscape Schematic Design Documents and develop outline specifications or materials lists to establish final scope and preliminary details for landscape work.
- 7) MATERIALS RESEARCH/SPECIFICATIONS Services. Consultant shall: prepare for Owner's approval the proposed Special Conditions of the construction contract (the "Construction Contract"); develop architectural outline specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment and their criteria and quality standards; coordinate similar activities of other disciplines; produce a design manual, including design criteria and outline specifications or materials lists. Where applicable, Consultant shall include: less toxic materials specifications or materials lists reviewed by third-party certification programs; safer products which are already commercially available to the extent that is practical; safer options that also limit premium costs and overall lifecycle costs.
- 8) INTERIOR DESIGN/DOCUMENTATION Services. Consultant shall further develop and coordinate the approved schematic interior space plan based on functional relationships, code requirements, finishes, colors, systems and equipment. Consultant shall develop conceptual design solutions that are coordinated with architectural, structural, mechanical, electrical and equipment requirements and dimensions in order to establish an integrated design approach for a fully functional building. Consultant's coordination Services shall include verification of the building layout with the selected furniture system. Consultant shall provide workstation layout including low voltage ports, service voltage, special equipment, and panel feeds.
- 9) PROJECT DEVELOPMENT SCHEDULING Services. Consultant shall review and update previously established schedules for the Project.
- 10) Prior to the conclusion of the Design Development Phase, submit the Design Development documents to the Owner and the Cost Consultant or Selected Contractor. Meet with the Cost Consultant or Selected Contractor to review the Design Development Documents. Cost analysis and document review will take two weeks to complete; follow with a meeting to review results and comments.
- 11) VALUE ENGINEERING Services. Consultant shall lead a review team during the design development phase of the Project. Consultant shall provide an intensive analysis of the entire Project.
- 12) COMMISSIONING PROCESS INTEGRATION Services. Consultant shall provide Services to coordinate those activities directly related to the commissioning of the building at the Project. These Services include working with the CA to develop a clearly defined design intent for the Project building and its systems. Consultant shall review and respond to all CA input provided throughout the Project. Consultant shall collaborate with the CA and provide specifications that list and describe the Contractor's duties in the commissioning processes.
- 13) Adjust documents as required to meet budget and maintain quality throughout this phase. Prior to start of Phase 4, adjustments will require final approval from Owner. No additional compensation is provided for adjustments to drawings to meet budget.

- 14) Design Development documents with building and fire code officials for compliance, confirmation of permit application documentation and timelines.
- 15) Prior to the start of Phase 4, confirm all alternate bid scope and any work that needs to be isolated in the final documentation of the projects for Owner alternative funding tracking.
- 16) Participate in weekly or biweekly meetings as required by the Owner. Take and provide minutes for these meetings within three (3) days of meeting's conclusion.
- 17) Allow Owner two weeks for review/comment and approval of the Design Development documents.

A.4 PHASE 4 - BASIC SERVICES - CONSTRUCTION DOCUMENTS SERVICES

In the Construction Documents phase Consultant shall provide those Basic Services necessary to prepare, from the approved Design Development Documents, construction documents consisting of drawings, specifications and other documents setting forth in detail the requirements for construction of the Project, as well as the documents pertaining to bidding and contracting for the construction of the Project (the "Construction Documents"). Consultant's Services during Phase 4 shall consist of the following:

- 1) Upon written authorization from Owner to proceed, Consultant shall prepare, from the approved Design Development Documents, working drawings and specifications setting forth in detail the requirements for the construction of the entire Project. Additional requirements of the documents are:
 - a. Owner shall provide the General and Supplemental General Conditions of the Construction Contract, which Consultant shall incorporate into the Construction Documents.
 - b. Complete specifications shall be prepared using the Construction Specifications Institute's 3-part division format
 - c. Consultant shall provide Owner with in-progress Construction Documents as needed during development of this phase.
 - d. After review and approval of the 100% complete draft Construction Documents by Owner, Consultant shall continue with preparation of the final documents, including final specifications for all authorized work on the Project, and shall incorporate in those final documents the comments and any modifications or changes desired by Owner, any modifications required for compliance with all applicable codes, regulations or standards, and the approved program or prior written approvals and instructions of Owner. The resulting final Construction Document submittal shall be a complete, fully coordinated, integrated package, suitable for bidding distribution, without any significant addenda or further clarifications required.
- 2) ARCHITECTURAL DESIGN/DOCUMENTATION Services. Consultant shall prepare drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.
- 3) STRUCTURAL DESIGN/DOCUMENTATION Services. Consultant shall prepare final structural engineering calculations; drawings, and specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.
- 4) MECHANICAL DESIGN/DOCUMENTATION Services. Consultant shall prepare final mechanical engineering calculations, drawings, and specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.
- 5) ELECTRICAL DESIGN/DOCUMENTATION Services. Consultant shall prepare final electrical engineering calculations, drawings, and specification based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.
- 6) CIVIL DESIGN/DOCUMENTATION Services. Consultant shall prepare final civil engineering calculations, drawings, and specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements.
- 7) LANDSCAPE DESIGN/DOCUMENTATION Services. Consultant shall prepare drawings and specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project.

- 8) MATERIALS RESEARCH/SPECIFICATIONS Services. Consultant's in-house architectural personnel shall: assist Owner in development and preparation of bidding documents which describe the time, place, and conditions of bidding; bidding forms; and architectural specifications describing materials, systems, and equipment; workmanship; quality and performance criteria required for the construction of the Project (the "Bidding Documents"). These personnel shall also coordinate the development of specifications by other disciplines and compile the Project Manual, including conditions of the contract, Bidding Documents and specifications.
- 9) PROJECT DEVELOPMENT SCHEDULING Services. Consultant shall review and update previously established schedules for the Project.
- 10) STATEMENT OF PROBABLE CONSTRUCTION COST Services. Consultant shall update and refine the Design Development Phase Statement of Probable Construction Cost of the Project related to the construction cost budget and shall take into consideration: availability of materials and labor; Project delivery; procedures; construction sequencing, and scheduling; changes in scope of the Project; and adjustments in quality standards. Completion of these Services shall result in the "Construction Documents Phase Statement of Probable Construction Cost."
- 11) ALL SPECIFIED ITEMS SHALL BE STANDARD, cataloged, manufactured items or "off the shelf" items. No custom items shall be designed or specified without prior written authorization of Owner. No proprietary or "sole source" items shall be specified. Brand name products may be specified so long as "approved equal" is included with their specification, if there is no other practical method of specification.
- 12) INTERIOR DESIGN/DOCUMENTATION Services. Consultant shall further develop and coordinate the space plan based on approval by Owner of the Design Development Documents. Consultant shall consult and coordinate with Owner to develop the detailed drawings with all information required for bidding. These Services shall include detailed requirements for the selected system furniture power and low voltage feeds.
- 13) PLAN REVIEW INITIATION & COORDINATION Services. Consultant shall prepare all necessary project documents, with appropriate formatting and registration stamps, for submission to the mandatory authority having jurisdiction (the "AHJ") over the Project to obtain the building permit. Consultant shall apply and fill out all necessary documentation for a complete "plan check" submission prior to AHJ code review. In addition, Consultant shall meet with the AHJ as requested and answer project related questions and review applicable code compliance issues.
- 14) COMMISSIONING PROCESS INTEGRATION Services. Consultant shall coordinate those activities directly related to the commissioning of the building at the Project. These Services shall include working with the CA in the development of a clearly defined design intent for the building and its systems. Consultant shall review and respond to all CA input provided throughout the Project. Consultant shall collaborate with and provide specifications that list and describe the Contractor's duties in the commissioning processes.
- 15) Provide a 75% Construction Document set of plans, drawings and specifications to the Owner and the Cost Consultant or Selected Contractor for review and cost confirmation. Meet with the Cost Consultant or Selected Contractor to review the Construction Documents. This cost analysis and document review will take two weeks to complete and will be followed by a meeting to review results and review comments.
- 16) Participate in biweekly meetings as required by the Owner. Take and provide minutes for these meetings within three (3) days following each meeting.
- 17) Review Construction Documents with building and fire officials prior to submission for formal plan review. Submit documents to appropriate agencies for plan review.
- 18) Review Construction Documents with the Owner to confirm use of appropriate building materials and finishes, facility layout, equipment specified.
- 19) Allow Owner two weeks for review and approval of the construction documents.

A.5 PHASE 5 - BASIC SERVICES - BIDDING SERVICES

In the bidding phase Consultant, following Owner's approval of the Construction Documents Phase Statement of Probable Construction Cost, shall provide those Basic Services necessary for Consultant to assist Owner in obtaining bids and in awarding contracts for the work required for the full construction of the Project (the "Work"). In the case of phased construction, Owner may authorize bidding of portions of the Work prior to completion of the Construction Documents phase. Consultant's Services during Phase 5 shall consist of the following:

- 1) **BIDDING MATERIALS Services.** Consultant shall organize and manage Bidding Documents for: coordination; reproduction; completeness review; distribution; distribution records; retrieval; receipt and return of document deposits; review, repair and re-assembly of returned materials.
- 2) **ADDENDA Services.** Consultant shall prepare, for distribution by Owner, all addenda, including supplemental drawings, specifications, instructions and notices of changes in the bidding schedule and procedure.
- 3) **BIDDING Services.** Consultant shall assist Owner in: participating in pre-bid conferences; responding to questions from bidders and clarifications or interpretations of the Bidding Documents; and documenting and distributing bidding results.
- 4) **ANALYSIS OF ALTERNATES/SUBSTITUTIONS Services.** Consultant shall consider, analyze, compare, and approve or reject alternatives or substitutions proposed by bidders prior to and after receipt of bids or proposals.

A.6 PHASE 6 - BASIC SERVICES - CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

In the construction administration phase Consultant shall provide those Basic Services necessary for the administration of the Construction Contract as set forth in the General Conditions and Supplemental General Conditions of the Construction Contract. Consultant shall receive and transmit information as a representative of Owner during the construction of the Project and shall advise and consult with Owner. Instructions to Contractor shall be forwarded through Consultant. Consultant shall have authority to act on behalf of Owner only to the extent provided in the Construction Contract. The construction phase for each portion of the Project will commence with the award of the Construction Contract to the Contractor, and will terminate when the Construction Contract warranty period expires. Consultant's Services during Phase 6 shall consist of the following:

- 1) **OFFICE CONSTRUCTION ADMINISTRATION Services.** Consultant shall process submittals, including receipt, review of, and appropriate action on shop drawings, product data, samples and other submittals required by the Construction Contract and all documents specifically incorporated by reference into the Construction Contract (the "Contract Documents"). Consultant shall distribute submittals as required and shall maintain a master file of submittals and related communications.
- 2) **INSPECTION COORDINATION Services.** With respect to independent inspection and testing agencies, Consultant shall: recommend the scope, standards, procedures, and frequency of testing and inspections; evaluate compliance by testing and inspection agencies with required scope, standards, procedures, and frequency of testing and inspections; review reports on inspections and tests and notify Owner and Contractor of observed deficiencies in the Work. Consultant shall oversee, and coordinate with Owner and Contractor, the review of any system furniture installation by the Contractor to verify that dimension requirements are met.
- 3) **SUPPLEMENTAL DOCUMENTS Services.** Consultant shall: prepare, reproduce and distribute supplemental drawings, specifications, and interpretations in response to requests for clarification by the Contractor or Owner and as required by construction exigencies; and forward Owner's instructions and provide guidance to the Contractor on Owner's behalf relative to changed requirements and schedule revisions.
- 4) **QUOTATION REQUESTS/CHANGE ORDERS Services.** Consultant shall: prepare, reproduce and distribute drawings and specifications to describe Work to be added, deleted, or modified; review proposals from Contractor for reasonableness of quantities and costs of labor and materials; review and make recommendations regarding changes in time for substantial completion; review and make detailed recommendations, including, if requested, a specific alternative cost breakdown, regarding impact on space planning design; negotiate with Contractor on Owner's behalf regarding costs of Work proposed to be added, deleted, or modified; assist in the preparation of appropriate modifications of the Construction Contract; coordinate communications, approvals, notifications, and record keeping regarding changes in the Work.
- 5) **PAYMENT REVIEW Services.** Consultant shall: evaluate and certify applications for payment, including review and determination of whether each charge is accurate and constitutes payment for fully authorized and completed Work, and maintain complete records regarding performance of this Service.

- 6) **PROJECT CLOSEOUT Services.** Upon notice from the Contractor that the Work, or a designated portion thereof which is acceptable to Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, Consultant shall:
- a. Perform a detailed inspection, with Owner's representative, of the Work for conformity to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected; and determine the amounts to be withheld until final completion.
 - b. Issue certificates of substantial completion and perform inspection(s) upon notice by Contractor that the Work is ready for final inspection and acceptance.
 - c. Notify Owner and Contractor of deficiencies found in follow-up inspection(s), if any;
 - d. Perform a final inspection with Owner's representative to verify final completion of the Work, and receipt and transmittal of warranties, affidavits, receipts, and releases and waivers of lien or bonds indemnifying Owner against liens;
 - e. Issue final certificate(s) for payment; and
 - f. Issue a summary of expenses in accordance with OAR 125-248-0120. In accordance with this requirement Consultant shall maintain and provide Owner with records regarding direct expenses including both general and specific travel expenses, whether reimbursable or not. This summary shall include all expenses incurred by Consultant and any Sub-consultants as a direct result of the performance of Services. The breakdown of these expenses shall be as follows:
 - i. All of Consultant's direct travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed;
 - ii. All of Sub-consultants' direct travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed;
 - iii. All of Consultant's direct general expenses, other than travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed; and
 - iv. All of Sub-consultants' direct general expenses, other than travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed.
- 7) **RECORD DOCUMENT Services.** Consultant shall provide Owner with accurate record drawings and record specifications manuals for the Project as more particularly described in this Section. Consultant shall deliver to Owner, within 30 days from receipt of the Contractor's working record documents, the following record documents (the "Record Documents"):
- a. Hardcopy Set - The Record Documents shall consist of two (2) complete sets of record drawings, prepared on reproducible vellum or 24 lb. (minimum) bond media (the "Record Drawings"). The Record Drawings shall include all drawing sheets used for bidding including; addenda, all changes resulting from regulatory reviews, change orders and as-built conditions. Consultant is not responsible for the accuracy of the working as-built drawings furnished by Contractor.
 - b. Electronic Set - A complete set of Record Drawings (as described above in Section A.6.07(a) above) and generated in AutoCAD (version as directed by Owner) shall be provided to Owner by Consultant, as well as an electronic version of the complete specifications in a file format approved by Owner. Consultant shall verify that all electronic drawings are readable and that all AutoCAD xreference ("Xrefs") files are bound and formatted in such a way as to be readable by the AutoCAD version they are saved in. Consultant shall provide a list of all drawings, including Xrefs that are associated with the Record Drawings. The electronic Record Documents shall be provided on USB flash drives.
- 8) **WARRANTY REVIEW Services.** Consultant shall: consult with and make recommendations to Owner, during the duration of the Construction Contract warranty period, concerning inadequate performance of materials, systems, and equipment under warranty; perform inspections prior to expiration of the warranty period to ascertain adequacy of performance of materials, systems, and equipment; and document defects or deficiencies and assist Owner in preparing instructions to the Contractor for correction of noted defects.
- 9) **CONSTRUCTION CONTRACT ADMINISTRATION Services.** Consultant shall perform Construction Contract administration Services as set forth in this section and the Contract Documents.
- 10) Consultant shall visit the site at weekly intervals, and upon special circumstances as requested by Owner, to be familiar with the progress and quality of the Work, and to determine if the Work is generally proceeding in accordance with the Contract Documents. Consultant, in conjunction with the payment review, shall report to Owner on the accuracy of Contractor's working record drawings each month during construction. However, Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations, Consultant shall report such visits, observations, and information in a weekly written report to Owner.

- a. Consultant shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the Work. Consultant, by virtue of its position alone and without regard for Consultant's actual involvement on site, shall not have control or charge of, and shall not be responsible for the acts or omissions of Contractor and any subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.
- b. Subject to the concurrence of Owner, Consultant shall be the interpreter of the requirements of the Contract Documents, regarding the performance thereunder by both Owner and Contractor. Accordingly, Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either Owner or Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between Owner and Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents. Owner shall render a final determination in the event that Owner disagrees with Consultant's proposed interpretation or decision.
- c. Consultant shall review and take appropriate action on Contractor's submittals, including shop drawings, product data, and samples, checking for conformance with the design concept of the Work and the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. Consultant shall forward to Owner one (1) copy of all approved shop drawings, product data, and samples, together with correspondence related to these documents as a record of the Work. Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- d. Consultant shall conduct construction observations and reviews to determine "Substantial Completion" and "Final Completion" (as those terms are defined in the Construction Contract) and shall receive and forward to Owner written warranties and related documents required by the Contract Documents and assembled by Contractor. Consultant, with Owner's concurrence, shall prepare and certify a "Certificate of Substantial Completion" and a "Certificate of Final Payment" under the Construction Contract.

CONTRACT FOR A&E SERVICES
(Pursuant to Resolution & Order No. 202X-XXX)

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 "Consultant"), whose Federal Employer Identification No. is **XXX**.

BRIEF PROJECT DESCRIPTION: **Project Name** (hereinafter referred to as the "Project")

TOTAL NOT-TO-EXCEED AMOUNT: \$

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

1. **Term of the 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]**, whichever is sooner, and shall terminate on **[day/month]**, unless otherwise terminated or extended as provided herein.
2. **Consideration.**
 - a. Not to Exceed. As consideration for the performance of all terms and conditions set forth in this Contract, the County shall pay the Consultant a sum not to exceed \$**XX**. Payment for all services performed hereunder, including reimbursable expenses as provided below, shall not exceed this amount.
 - b. Invoicing. On or before the 15th of each month, the Consultant shall submit an invoice for work performed by the Consultant during the preceding month. The invoice shall set out all items for payment including, but not limited to: the name of the individual, direct labor hourly rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, if any. Where applicable, the Consultant shall stamp and approve all subcontractor invoices. The County shall pay the Consultant 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 Consultant 's detailed monthly invoice, and (ii) all documentation required by the invoice.
 - i. All invoices shall be sent to **(electronic invoicing permitted):**
[INSERT DEPARTMENT HEAD]
 - c. Hourly Rates & Reimbursable Expenses.
 - i. The hourly rates for all services executed hereunder shall not exceed the following:
(1) [INSERT HOURLY RATES BY TITLE/ROLE ON PROJECT]

- ii. The following expenses shall be reimbursed without mark-up:
 - (1) [INSERT ALL REIMBURSABLE EXPENSES, i.e. travel, office supplies, printing, etc.]
- 3. **Statement of Work.** The Consultant agrees to perform the following services to the satisfaction of the County:
 - a. [INSERT DELIVERABLES FOR EACH PHASE (i.e. Pre-Design, Schematic Design, Design Development, Construction Documents, and Contract Administration), PERSONNEL, AND OTHER REQUIREMENTS DIRECTLY HERE OR INSERT THE FOLLOWING LANGUAGE IF USING AN EXHIBIT] The Consultant shall abide by and conform to all obligations asserted by the Consultant in their proposal, attached hereto as Exhibit A and incorporated herein.
- 4. [OPTIONAL] **Electronic Format.** The Consultant shall perform the services required herein and prepare all documents under this Contract with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Consultant shall deliver to the County, upon request, electronic versions of the documents via USB drive, DVD, or CD in an unencrypted format.
- 5. **Standard of Care.**
 - a. The Consultant shall perform all services required hereunder in accordance with the same professional skill, care, diligence, and standards as other professionals performing similar services under similar conditions (the "Standard of Care".)
 - b. The Consultant shall prepare, in accordance with the Standard of Care, all drawings, specifications, deliverables, and other documents so that they accurately reflect, fully comply with and incorporate all applicable laws, rules, and regulations, and so that they are complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of the Consultant.
 - c. The Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, specifications, deliverables, and other documents prepared by the Consultant at no additional cost to the County.
 - d. The County's review or acceptance of documents shall not be deemed as approval of the adequacy of the drawings, specifications, deliverables, and other documents. Any review or acceptance by the County will not relieve Consultant of any responsibility for complying with the Standard of Care.
 - e. During the term of the Contract, the Consultant shall obtain, hold, maintain, and fully pay for all licenses and permits required by law for the Consultant to conduct its business and perform the services required hereunder. The Consultant shall review the Project site and the nature of the services to be provided and advise Owner throughout the course of the Project as to the necessity of obtaining all Project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses.
 - f. The Consultant shall make available key personnel of the Consultant, as identified by Consultant in their proposal. Without prior notice to, and the written consent of, Owner, the Consultant shall not re-assign or transfer any key personnel to other duties or positions so that the key personnel are unable to fully perform his or her responsibilities under the Contract. The Consultant shall remove any individual or sub-consultant from the Project if so directed by the County in writing following discussion with the Consultant, provided that the Consultant shall have a reasonable time period within which to find a suitable replacement.

- g. The Consultant shall, at no additional cost to the County, render assistance to the County in resolving problems or other issues relating to the Project design or to specified materials.
6. **Declaration of the Nature of the Contractual Relationship.** The Consultant 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 Consultant.
7. **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.
8. **Ownership of Work Product.** All work product produced by the Consultant under this Contract is the exclusive property of the County. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork, and any data or information in any form. The Consultant and the County intend that such Work Product shall be deemed "work made for hire" of which the County shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Consultant hereby irrevocably assigns and transfers to the County all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. The Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the County. The Consultant waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. Notwithstanding the foregoing, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of the Consultant are and will remain the exclusive property of the Consultant.
9. **Workers' Compensation Provisions.**
- a. The Consultant may employ workers, and if the Consultant employs workers, the Consultant shall obtain and at all time keep in effect Workers' Compensation insurance. The Consultant 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 Consultant and the Consultant'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 Consultant or the Consultant's employees.

- c. The Consultant knowingly waives any rights, as against Linn County, under the Workers' Compensation Law.
- d. The Consultant agrees that all employers, working under this Contract, including but not limited to the Consultant, are "subject employers" as defined in ORS 656.005, that will comply with ORS 656.017.
- e. The Consultants 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 Consultant was a subject worker under ORS 656.027.

10. 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 Consultant 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 Consultant, its officers, agents, or employees performing under this Contract. The Consultant 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 services under this Contract.

a. **Granting of Authority Required.** Neither the Consultant nor any attorney engaged by the Consultant 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 Consultant 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.

11. Amendments. This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and Linn County Code. No amendment shall bind either party unless in writing and signed by both parties.

12. Insurance.

a. **General Liability.** The Consultant shall obtain and at all times keep in effect, commercial general liability insurance covering activities and operations of the Consultant. 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.

ii. The Consultant has obtained insurance required by this section through Policy No. **XX**, written by **[INSERT INSURANCE COMPANY]**.

b. **Automobile Liability.** The Consultant 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 Consultant has obtained insurance required by this section through Policy No. **XX**, written by [INSERT INSURANCE COMPANY].
- c. **Professional Liability.** The Consultant shall maintain Professional Liability and/or Errors & Omissions Insurance to cover damages caused by negligent acts, errors or omissions related to the professional services and/or performance of duties and responsibilities of the Consultant under this Contract. Professional Liability Insurance shall include the following minimum limits [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 Consultant has obtained insurance required by this section through Policy No. **XX**, written by [INSERT INSURANCE COMPANY].
- d. [OPTIONAL FOR ENVIRONMENTAL CONSULTANTS] **Pollution Liability.** The Consultant shall maintain Pollution Liability Insurance to cover damages caused by either sudden or gradual accidental pollution, including related cleanup costs, related to the professional services and/or performance of duties and responsibilities (including transportation risk) performed by Consultant under this Contract. Pollution Liability Insurance shall include the following minimum limits [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 Consultant has obtained insurance required by this section through Policy No. **XX**, written by [INSERT INSURANCE COMPANY].
- e. [OPTIONAL IF ADDITIONAL INSURANCE REQS FROM STATE/FEDS APPLY] **Compliance with Exhibit X.** In addition to the requirements contained in paragraph (vi) of this section, Contractor shall comply with the provisions of Exhibit X's Provider Insurance Requirements, which provides certain additional requirements with respect to the inclusion of the State as an additional insured, additional endorsements, and/or "tail" or "claims made" coverage requirements.
 - i. In the event of any inconsistency between this Contract and Exhibit X, the Consultant shall obtain insurance in an amount not less than the higher of the two insurance coverage requirements.
 - ii. The Consultant shall permit the County to monitor compliance with the insurance requirements and take reasonable steps to enforce compliance with the insurance provisions contained in this Contract and Exhibit X, in accordance with Exhibit X.

f. **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 Consultant 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 Consultant'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 Consultant or its insurer to the County. If requested, the Consultant shall provide complete copies of insurance policies to the County.

- g. **Policy Changes.** In the event of unilateral cancellation by the insurance company of an insurance policy referred to in this section, the Consultant shall immediately notify County orally and in writing within three (3) business days.

13. **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 Consultant with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. By the termination date, the Consultant 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 either of the following causes by the mailing of written notice to the Consultant at the Consultant's address provided herein, specifying the cause:

- i. The Consultant breaches any of the provisions of this Contract. The Consultant shall be liable for any and all damages suffered by the County as the result of the Consultant'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 Consultant's unsatisfactory performance or nonperformance.
- ii. The Consultant 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 Consultant's services; or

- iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Contract are prohibited or the County is prohibited from paying for such services from the planned funding source.
 - c. **The Consultant's Termination for Cause.** The Consultant may terminate this Contract for cause if the County fails to pay the Consultant pursuant to this Contract. The Consultant 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 Consultant's notice, or such longer period as the Consultant 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.
- 14. **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.
- 15. **Records Maintenance; Access.** The Consultant shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, the Consultant shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Consultant's performance hereunder. The Consultant 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 Consultant 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.
- 16. **Assignment; Delegation; Successors.** The Consultant 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 Consultant of any obligations under this Contract, and any assignee, transferee, or delegate is considered the Consultant'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.
- 17. **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.
- 18. **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.

- 19. Compliance with Applicable Laws.** The Consultant 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.
- 20. Compliance with ORS 279B.220.** For all services provided under this Contract, the Consultant 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 Consultant 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 Consultant does not pay promptly any claim that is due for the services furnished to the Consultant by any subcontractor in connection with this Contract, the County may pay such claim and charge that payment against any payment due to the Consultant under this Contract. The County's payment of a claim does not relieve the Consultant or its surety, if any, from their obligations for any unpaid claims.
- 21. Foreign Contractor.** If the Consultant is not domiciled in or registered to do business in the State of Oregon, the Consultant 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 Consultant has met this requirement.
- 22. 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 Consultant 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 Consultant 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.
- 23. 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 Consultant's Contact Information.**
[contact name, title, address, phone, email]

- 24. **Tax Certification.** The individual signing this Contract on behalf of the Consultant certifies under penalty of perjury both individually and on behalf of the Consultant that he or she is authorized to act on behalf of the Consultant and that the Consultant 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).
- 25. **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.
- 26. **Order of Precedence.** In the event of a conflict or inconsistency between these terms and conditions and an exhibit attached hereto, these terms and conditions shall control.
- 27. **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.
- 28. **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.

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.

CONSULTANT

**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 2024-170 for Architectural Services – 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 Exhibit A 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 Exhibit A 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 required): _____

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

1. Proposer 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 acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for 180 days following the Closing.
4. 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.
5. 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.
6. 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.
7. 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>
8. 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.
9. 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.
10. 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.

11. 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.
12. 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)