



Reynolds School District #7 2015 Bond Projects

REQUEST FOR PROPOSALS Construction Cost Estimating Services

November 25, 2015

A. Introduction

Reynolds School District invites written sealed proposals for Construction Cost Estimating Services for the 2015 Capital Projects GO Bond that was recently passed on May 19, 2015 by Reynolds School District constituents.

Reynolds School District serves 11,722 students in 18 schools.

After a two-year facilities study, the facilities master plan was adopted in October 2014. A community task force then prioritized the projects. The bond measure would pay for \$125 million of the projects. The tax rate is estimated to be the same as the 2014 tax rate.

The District plans to replace three of its oldest schools on their current properties. Fairview and Troutdale elementary schools are 88 years old and Wilkes is 101 years old. According to the facilities study, the high school is over student Capacity by 750 students. Proceeds from the bond would add classroom space, renovate science labs, and make technology and security improvements at all schools.

Specifically, this bond measure would allow the District to pay for capital construction and improvements to schools:

- Constructing, furnishing and equipping new elementary school buildings on their present sites of Fairview, Troutdale and Wilkes, including demolition and related site improvements.
- Construction, renovation, furnishing and equipping Reynolds High School including but not limited to new classrooms, modernization of science classrooms and labs, student common areas and related site improvements.
- Improvements to all schools through renovation, construction and equipment to create safe and secure vestibule entry ways and related site improvements.

The District has established a citizen oversight committee to ensure bond proceeds are only used for purposes indicated.

B. Scope of Work

The proposer must be qualified and prepared to provide Construction Cost Estimating services to the District in the following areas (all of which constitute the "Project"):

1. **SAFETY + SECURITY UPGRADES, (Approximate Construction Value \$5.8 Million)** – Including entry vestibule modifications to Alder ES, Davis ES, Glenfair ES, Hartley ES, Margaret Scott ES, Salish Ponds ES, Sweetbriar ES, Woodland Elementary Schools; HB Lee, Reynolds and Walt Morey Middle Schools; Reynolds Learning Academy–West, and Edgefield Campus
2. **School Replacement** – The following existing school facilities will have new buildings constructed on available land on that site. Demolition of the current building and required site work will complete the project scope.
 - **FAIRVIEW ELEMENTARY, (Approximate Construction Value \$23.5 Million)**
Current Capacity: 515
New Capacity: 570
 - **WILKES ELEMENTARY, (Approximate Construction Value \$21.5 Million)**
Current Capacity: 451
New Capacity: 527
 - **TROUTDALE ELEMENTARY, (Approximate Construction Value \$19.1 Million)**
Current Capacity: 394
New Capacity: 450
3. **Repairs and Renovations**
 - **REYNOLDS HIGH, (Approximate Construction Value \$25.7 Million)**
18 new classrooms, restrooms, secure controlled access entrance and automatic door locks, relocate student support services accessed by parents and community to the front entrance of the building, expanded cafeteria commons.

For purposes of funding the project to its maximum potential, at the time of this Request of Proposals, it is the goal of the District that all, (or at least 85%) of the projects be substantially complete prior to the beginning of the fall term of 2018. It will be important for any firm proposing to understand this schedule should be attainable, and that it is very important for the District taking full advantage of funding available.

The contracting process is anticipated to be CM/GC. This may change as design proceeds, but for the purposes of this solicitation CM/GC should be the contracting method that will be used.

The Construction Cost Estimating Services will include reports that include summary sheet and detailed quantity backup sheets reflecting the level of information that will be provided the District. Where information is lacking, assumption and allowances are to be made based where possible on discussions with the Architects and Engineers, CMGC, and the District's Owners Representatives. CSI format is to be used as well as any functional breakouts that may be required. Reports will be expected for each of the projects noted above with approximate Construction Values at the following:

100% Schematic Design
100% Design Development

90% Construction Documents/GMP Documents

The District will be contracting for hazardous material consulting services separately and as necessary on the Projects directly. The Cost Consulting firm selected will be expected to cooperate and coordinate as necessary with the District's consultants.

C. RFP Dates and Deadlines

The Reynolds School District has established the following tentative dates and deadlines for this RFP.

RFP issue date	November 25, 2015
Deadline for proposer questions	December 3, 2015
RFP Addenda issuance	December 7, 2015
Proposals due at 2:00 PM	December 14, 2015
Tentative Award	January 5, 2015
Contract Award	January 13, 2015
Beginning of services	January 30, 2016

D. RFP Terms

1. The Reynolds School District is issuing this RFP for the purpose of obtaining proposals for the provision of construction cost estimating services. The Reynolds School District expects to enter into a contract with one Construction Cost Estimating firm, using the form of professional services contract and statement of work attached as **Attachment A**. However, the Reynolds School District does not guarantee that it will award any contract pursuant to this RFP.
2. At the Reynolds School District's discretion, any representation made by a proposer in response to this RFP, whether verbal or written, will be incorporated into any contract between the Reynolds School District and the proposer.
3. This RFP provides instructions for the preparation of a proposal that will address all RFP requirements. This RFP is not an offer to contract. Only the execution of a written contract will obligate The Reynolds School District, in accordance with the terms contained in the contract.
4. Proposals that do not meet minimum RFP requirements will be classified as "nonresponsive." The Reynolds School District will disqualify all nonresponsive proposals from further evaluation. Responsive proposals will be evaluated on the basis of the criteria listed in Section F of this RFP.
5. The Reynolds School District will not pay any costs a proposer incurs in preparing and submitting its proposal or in negotiating and signing a contract, all of which will be the sole responsibility of the proposer. Any due diligence conducted by a proposer is at the proposer's expense. All proposals become the property of the Reynolds School District upon delivery to the Reynolds School District.
6. The Reynolds School District reserves the right to amend this RFP in any manner prior to award of a contract.

7. The Reynolds School District reserves the right to reject all proposals, postpone, or cancel the RFP if doing so would be in the public interest as determined by the Reynolds School District.
8. The Reynolds School District reserves the right to share the RFP and any proposals the Reynolds School District receives with any third party of their choosing, in order to secure expert opinion.
9. The Reynolds School District reserves the right to reject any and all proposals if doing so would be in the public interest as determined by the Reynolds School District.
10. There is no pre-proposal meeting scheduled for this RFP.
11. Protests to this RFP or subsequent award(s) shall comply with OAR 137-048-0240.
12. The Reynolds School District reserves the right to negotiate a contract that is in the best interest of the District.
13. The Reynolds School District reserves the right to seek clarification of any proposals.

E. Proposal Requirements

Each proposer's submission in response to this RFP must:

1. Include one original (marked as such), five (5) copies, and one (1) PDF copy on a USB flash drive;
2. Include the completed and executed Proposal Certifications (Attachment C of this RFP) as the first page of the original submission and each copy;
3. Be submitted in a sealed envelope that is plainly marked "Proposal to Provide Construction Cost Consulting Services – Reynolds School District 2015 Capital Bond Projects" and bears the proposer's name, address, telephone number, and email address; and
4. Be delivered to the following addressee **not later than 2:00 PM, December 14, 2015:**

**Reynolds School District
RE: RFP – Construction Cost Consulting Services
1204 NE 201st Avenue
Fairview, OR 97024**

5. Additional solicitation information:

a. Questions

Questions pertaining to this RFP shall be presented in writing via email to:

Bob Collins, Project Manager

DAY CPM SERVICES (Owner Representative)
12745 SW Beaverdam Rd. Ste. #120
Beaverton, OR 97005
Email: rcollins@daycpm.com

Questions must be received in electronic format not later than **2:00 PM**, on the date of the "Deadline for Proposer Questions" in Section C above. Questions will be compiled and collectively addressed in writing prior to the deadline RFP Addenda stated in Section C above.

b. Changes to RFP

The Reynolds School District reserves the right to make changes to the RFP. Changes will be made only by written addendum which will be available to all prospective proposers via the District's website link below:
<http://www.reynolds.k12.or.us/rfps>

Prospective proposers may request or suggest any change to the RFP by submitting a written request. The request shall specify the provision of the RFP in question and contain an explanation for the requested change. The request must be submitted per the timeline above in Section C of this RFP.

The evaluation team will evaluate all requests submitted but will not be obligated to accept the requested change.

c. Amend or Withdraw Proposal

A proposer may amend or withdraw its proposal any time prior to the time and date established for submission of proposals.

6. Qualifications Proposals must include the following information:
- a. The proposer's complete name, mailing address, physical address, email address, voice telephone, and fax numbers (see Section 7 below);
 - b. A description of the ownership structure of the proposer, giving specific details with regard to any parent or affiliates;
 - c. The names, titles, and qualifications of the specific individuals (key persons) proposer intends to assign to the work, together with the roles each will play, their current workloads, their qualifications to do the work, and the amount of experience this team has working together;
 - d. A list of sub-consultants proposed to be used on the Project as per Section 12 below;
 - e. A thorough description of the proposer's experience on complex (>\$50 million) capital programs and projects utilizing collaborative contracting methods such as CM/GC and team-oriented management processes;

- f. A description of at least three (3) projects, similar to the work to be performed under this Request for Qualifications, within the past ten (10) years by the key persons, description to include a brief project summary, owner information including contact information, start date / finish date, and scope modifications;
 - g. Demonstration of your understanding and approach to this project including planning, permitting, design, construction administration, public involvement, and proposer's special/unique benefit your firm brings to this project.
 - h. Demonstration of experience with local MWESB firms including a list of State of Oregon certified businesses that your firm has partnered or subcontracted within the last two (2) years, identify any MWESB firms that are part of your proposed team, and any innovative/successful measures your firm has undertaken to increase diverse business participation on projects in the Portland Metro area.
 - j. Three (3) references whom the Reynolds School District can contact to discuss the proposer's qualifications (see **Attachment D**).
7. If submitting a proposal with another firm, the proposal must provide the information requested regarding the experience of each firm and also provide the experience of both firms in working in association with other architectural and/or engineering firms. The proposer must explain if either firm will act as a sub-consultant or whether both firms will operate as a joint venture or partnership. If the proposers will conduct business as a joint venture or partnership the proposal must provide the information requested regarding the experience of the partnership or joint venture in addition to that of each member firm. If the proposers are selected for an interview, they will be required to provide a copy of the partnership or joint venture agreement relating to the Project. Each partner or joint venture must sign the submittal and the contract if selected for award.
 8. Proposals must address all of the requirements of this RFP.
 9. Proposers may add content in areas where the proposer feels it can offer value to The Reynolds School District in an area that is not specifically requested.
 10. A proposer may submit or be a member of a joint venture / partnership in more than one proposal. However, if a subsequently submitted proposal is intended to replace an earlier proposal, the proposer must clearly indicate this intention when submitting the subsequent proposal. In the absence of such an indication, the Reynolds School District may elect to accept any single proposal submitted by a proposer, or reject all Proposals submitted by the proposer.
 11. Due to the nature of the Project and the complexity of its technical requirements, the Reynolds School District will be involved in the final selection of all sub-consultants and has ultimate discretion on whether the sub-consultant may be a part of the proposer's design team for the Project.
The proposer must identify the sub-consultant by specialty, and provide the following information:
 - o Firm name, address, phone number, website, contact person information including email address.
 - o A list of the firm's personnel by discipline that will be available to provide the Capacity and capability to perform the required services for the Project

- A list of the firm's relevant project experience limited to no more than five (5) similar projects in size and complexity.
12. Each proposal must be signed by the proposer (if the proposer is an individual), by an authorized representative of the proposer (if the proposer is a business entity), or by a representative of each partner or joint venture member, if the proposer is a partnership or joint venture, and must include a copy of a signed original of **Attachment C**, in which the proposer certifies that it meets all minimum requirements of Section B of this RFP, the proposer has not colluded with any other proposer in the preparation of its proposal, and the proposer agrees to be bound by the terms and pricing of its proposal, including all attachments.

F. Selection Criteria

1. The Reynolds School District will evaluate proposals based on the following criteria:
 - a. Evaluation of technical proposal (Scored);
 - b. References (Scored); and
 - c. Interviews (Scored).
2. Proposal elements that are subject to scoring will be awarded points as follows:
 - a. **Evaluation of Technical Proposal (Scored):** The evaluation committee will score all proposals as follows based on **100 points total**.
 - (i). Skills and experience, (20 pts).
 - (ii). Similar projects completed by your firm, (20 pts).
 - (iii). Experience of the firm in public works / operations facilities of similar size and character as outlined above (20 pts).
 - (iv). Firm's approach and understanding of the Project (15 pts).
 - (v). Estimated Fees for Construction Estimating Services, **Attachment B** to this RFP (20 pts.)
 - (vi). Collective, concise and comprehensive presentation of information (5 pts).
 - b. **References (Scored): (Max 50 points):** The evaluation committee will follow up with references provided by the proposers.
 - c. The evaluation committee will add together the points that each committee member assigns and divide the total points by the total number of evaluation committee members to compute average score for the evaluation questions.
3. The evaluation committee may request additional clarification from a proposer on any portion of a proposal. Proposer may not submit new information or documentation, however, and a proposer may not use a clarification to rehabilitate a non-responsive proposal. Proposer's point of contact must be available during the evaluation period to respond to requests for additional clarification. Proposers shall submit written signed clarification(s) within 24 hours, Monday through Friday, after

receiving the Reynolds School District's request. A proposer's failure to provide clarification may result in a lower score for the proposal.

4. The Reynolds School District reserves the right to request references in addition to those provided by the proposer, to investigate any references or representatives of projects that the proposer worked on whether or not furnished by the proposer, and to investigate the past performance of any proposer. The Reynolds School District investigation of proposer qualifications may include inquiry into the proposer's performance of similar services, compliance with specifications and contractual obligations, completion or delivery of services on schedule, proposer's lawful payment of suppliers, subcontractors, and workers, and other relevant matters.
5. The Reynolds School District may postpone the award or execution of the contract after the announcement of the apparent successful proposer in order to complete the Reynolds School District investigation.

G. Additional Information

SECURITY VERIFICATION "SECURITY AND BACKGROUND CHECK REQUIREMENTS"

Our sites will be considered an open site for the purposes of this project. This means that a fingerprint based criminal history verification will be conducted on all personnel employed by the consultant and sub-consultants on the project. This means that unsupervised contact between project personnel and students may occur. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. As required by ORS 326.603, Consultant shall ensure that Consultant, any subconsultants, and their officers, employees, and agents will have no direct, unsupervised contact with students while on District property. Consultant shall work with District to ensure compliance with this requirement. Consultant authorizes District to obtain information about Consultant and its history and to conduct a criminal background check, including analysis of fingerprints of any Consultant's or sub-consultant's officers, employees, or agents.

Consultant shall cause its employees and/or sub-consultants, if any, to authorize District to conduct these background checks. Consultant shall pay \$59.00 for processing the background check in addition to required fingerprinting and notary services.. Consultant and sub-consultants must supply fingerprint cards for each employee proposed to work on the project to the District when applying for the security check. District may deduct the cost of such fees from a progress or final payment to Consultant under this Contract, unless Consultant elects to pay such fees directly at the time of application for the security check. All consultants and their employees whether full time or part time working at District sites must undergo a criminal history verification for disqualifying convictions per ORS 342.143 As mentioned criminal history verification checks will be conducted at the consultant's expense, by RSD. Prior to entry of a consultant's employees onto a jobsite, the Consultant shall provide a list of its employees who have successfully undergone the criminal history verification check. Upon Contract execution, the Consultant will supply a list of projected Consultant personnel as well as Sub Consultant personnel. These people will be expected to attend a meeting as a group to complete

paperwork and undergo mobile fingerprinting services. They will then receive a temporary badge until final approval and issuance of final badge.

H. RFP Attachments

1. **Attachment A** to this RFP is the form of contract that will be used for any contract issued pursuant to this RFP. The contract includes the statement of work, insurance coverage requirements, and other exhibits associated with the Attachment.

Objections to Proposed Contract: The form of Contract that the successful Contractor will be expected to execute if awarded the contract is included. The Proposer should include in the proposal any objections to the form or terms of the Contract. Any objections shall be considered after a determination of the apparent highest ranked responsive, responsible bidder is made, and the terms shall be subject to negotiation. The Project Manager, in consultation with the District's Counsel, shall determine if any proposed modifications to the form of Contract are acceptable to the District and that they do not present material risk to the District or increase the District's costs. If the final negotiated terms are not acceptable to the apparent highest ranked responsive, responsible bidder, that bidder shall be declared not to be responsive, and the next apparent highest ranked responsive, responsible bidder's proposal and objections to form of Contract, if any, shall be considered, and so forth in order, until a responsive, responsible bidder agreeable to execution of a form of Contract acceptable to the District and to the bidder is ascertained.

2. **Attachment B** to this RFP is the Estimated Fees for Construction Estimating Services matrix for the Projects.
3. **Attachment C** to this RFP is a statement that must be signed by the proposer and submitted with the proposal, certifying to the accuracy of all statements made in the proposal and certifying that the proposer meets all minimum qualifications stated in Section B of this RFP and is prepared to enter into a contract on the terms contained in all attachments.
4. **Attachment D** to this RFP is a form to be used by proposer for listing references.
5. **Attachment E** to this RFP is a copy of the draft master project schedule.

"A complete proposal will include the following materials:

- ✓ A narrative proposal responding to all requirements listed in Section E.6-12;
- ✓ A copy of a signed and dated Attachment B, filled in and submitted by proposer with the proposal;
- ✓ A copy of a signed and dated Attachment C, filled in and submitted by proposer with the proposal;
- ✓ A completed Attachment D (references), filled in and submitted by proposer with proposal.

(End of RFP – Attachments follow.)

Attachment A

REYNOLDS SCHOOL DISTRICT #7 PERSONAL/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between the Reynolds School District #7 "RSD" and "Contractor", and in consideration of the following covenants, conditions, and considerations:

WITNESSETH:

1. The contractor shall provide RSD with the following information:

- a. Full Name
- b. Mailing Address
- c. Telephone Number
- d. Federal Tax ID No. or Social Security No.:
- e. Business Designation (check one): ☐ Individual ☐ Sole proprietorship ☐ Partnership ☐ Corporation
Other ☐

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. We are required by the Internal Revenue Service to obtain this information in order to report income paid to you by the District. If the information is not provided, we will be required to withhold 31 % of all future payments made to you.

1099 Withholding Exemption: If exempt from backup withholding (form 1099 reporting), check here and check your qualifying reason below:

- ☐ i. Corporation
- ☐ ii. Tax Exempt Charity under 501(a), or IRA
- ☐ iii. The United States or any of its agents or instrumentalities
- ☐ iv. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
- ☐ v. A foreign government or any of its political subdivisions
- ☐ vi. District will deduct taxes from pay, which will occur monthly
- f. Does contractor now have, or have had within the prior year, contracts with other persons or entities to perform services similar to the services being performed hereunder? ☐ Yes ☐ No ☐ N/A
- g. Does Contractor have current statutory Worker's Compensation Insurance coverage for all persons performing services under this contract? Yes ☐ No ☐ N/A ☐

2. **Statement of Work:** Contractor agrees to perform the following services for the District (please be specific as to nature and dates of performance and expected time involved) *Attach an exhibit if needed.*

.....
.....
.....
.....
.....

Use additional sheet if needed.

3. **Contract Term.** This Contract becomes effective on Unless terminated earlier as provided below, this Contract shall continue through

4. Contractor shall be compensated in the manner provided in either subsection (a) or (b) below, whichever is completed.

a. The entire, agreed-upon compensation for the services to be performed under this contract is \$, to be paid according to the following schedule of payments

Use additional sheets if needed.

b. If services are to be charged at a periodic rate, rate charged and period: \$ per
What is the total estimated compensation \$; Additional description of pay, if applicable

If it appears during the course of this contract that the actual compensation will exceed the estimated amount, the contractor shall notify the RSD Fiscal Department in writing. No payment in excess of the total estimated compensation shall be paid unless the Contractor has notified the Fiscal Office of the increase in time required to complete the services, and received approval of Fiscal Office to perform services up to the newly approved contract time.

Exhibits. As a condition to receiving the compensation above, the Contractor shall provide, in addition to the services above stated the following additional documents or reports relating to the service performed:

(Check all that apply)

Exhibit A: Statement of Work ☐; Exhibit B: Contractor's Proposal ☐; Exhibit C: Insurance Requirements ☐;
Other ☐, describe

If RSD is required by law to withhold any monies from Contractor, e.g., PERS, such withholding shall be deducted from the amount of compensation due to Contractor and the balance shall be paid to Contractor. Contractor must submit an invoice to the RSD Chief Financial Officer as an application for payment. The invoice shall itemize Contractor's charges and expenses.

5. If total compensation is in excess of \$5,000, as stated in Section 4a above, or the estimated charges based upon the rate charge and anticipated time involved as stated in Section 4b above exceed \$10,000, this contract shall not be binding upon RSD until approved by the RSD Board of Directors.
If compensation is to be paid as stated in Section 4b, and it appears that the total payments under this Agreement shall exceed \$5,000, Contractor shall notify the RSD Chief Financial Officer. The CFO shall present this Agreement to the RSD Board of Directors for approval of compensation in excess of \$75,000. No compensation shall be due or payable to Contractor in excess of \$75,000 (in the aggregate) unless the RSD Board of Directors approves this Agreement.
6. Unless Contractor is a sole proprietorship, prior to performing any labor for this Contract, Contractor shall file with RSD Chief Financial Officer a certificate of insurance evidencing that the persons performing services under this Contract are covered by the Contractor's statutory worker's compensation insurance. Contractor shall maintain such coverage during the term of this Contract.
7. Contractor is being employed as an independent contractor to provide the services stated in Section 2 above. The compensation paid to Contractor shall be for all materials, supplies, and labor required, necessary or convenient for Contractor to provide services to RSD. Contractor shall be responsible for, and shall indemnify and hold RSD harmless from any governmental assessments resulting from Contractor's services or compensation, including but not limited to income tax, social security, worker's compensation, or employment insurance. RSD shall not have the right to direct or control the manner of Contractor's performance. RSD expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance; Contractor shall notify RSD Chief Financial Officer should any RSD employee make an attempt to exercise direction or control over Contractor.
8. Contractor covenants and warrants to RSD that Contractor is an independent business, has performed such services for others in the past or is now performing such services for others, and is skilled and duly qualified to provide the services required under this Agreement.
9. This provision is required by statute. In addition to applicable federal and state laws, ORS 279B.220 requires that Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, RSD may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. RSD's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

10. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or

deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.

11. Non-Appropriation; Adequate Funding: RSD is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into RSD's next fiscal year, RSD's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the RSD's budget adopted in June of each year. RSD reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board. In the event that the RSD is not adequately funded or funds are cut back, the RSD reserves the right to cancel all, or part of this contract.
12. Contractor shall indemnify, defend, and hold RSD harmless from any claims, actions, demands, losses, or costs (including attorney fees) arising out of or resulting from any act or omission by Contractor.
13. Contractor warrants to RSD that it/he/she has general liability insurance coverage in excess of \$200,000 per person, \$300,000 per occurrence, and \$50,000 property damage, and that Contractor shall maintain such insurance during the term of this agreement or for such longer time as RSD may request at the time of execution hereof.

Initial if applicable. Contractor warrants to RSD that it/he/she has professional malpractice insurance coverage for any errors or omissions by Contractor for the type of services being performed under this Agreement, with limits not less than \$300,000 per occurrence.

Initial if applicable. Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport RSD personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.

Certificate of Insurance. Upon RSD request, Contractor shall furnish to RSD a current certificate of insurance for each of the above coverage's within 48 hours of RSD request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that RSD, its agents, officers, and employees are additional insured's with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate. If requested by RSD, Contractor shall also provide complete copies of insurance policies to RSD.

14. Contractor acknowledges that RSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule, or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable laws, rules, and regulations, and Contractor shall indemnify and defend RSD in the event Contractor fails to comply with any applicable state or federal law, rule or regulation.
15. Subcontracts and Assignment. Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of RSD. RSD may withhold such consent for any or no reason. If RSD consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on RSD.
16. Successors in Interest. This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
17. No Third Party Beneficiaries. RSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
18. Hours of Labor. This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
 - a. Maximum Hours: Employees shall be paid at least time and a half pay for all time worked in excess of 40

- hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
- b. Exemption: The requirements of Section 15(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 - c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
19. Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has: (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and (2) Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.
 20. Hazardous Materials. Contractor shall notify RSD before using any products containing hazardous materials to which RSD employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon RSD request, Contractor must immediately provide Material Safety Data Sheets to RSD for all materials subject to this provision.
 21. Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to RSD.
 22. Access to Records; Contractor Financial Records. Contractor agrees that RSD and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
 23. Ownership of Work Products. Contractor agrees that any and all goods or services provided by or developed for RSD are intended as "works made for hire" by Contractor for RSD. As a work made for hire, all work products (including intellectual property) created by the Contractor, as part of Contractor's performance under this Contract shall be the exclusive property of the RSD. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants RSD a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. RSD claims no right to any pre-existing work product of Contractor provided to RSD by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for RSD use only.
 24. Work Performed on RSD Property. Contractor shall comply with the following:
 - a. Identification: When performing work on RSD property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the RSD in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any RSD personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to RSD, RSD may provide at its sole discretion, RSD-produced identification tags to Contractor, costs to be borne by Contractor.
 - b. Sign-in Required: As required by schools and other RSD locations, each day Contractor's employees are present on RSD property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on RSD property.

- c. No Smoking: All RSD properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on RSD property.
 - d. No Drugs: All RSD properties are drug-free zones as enforced by local law enforcement.
 - e. No Weapons or Firearms: Except as provided by statute and RSD policy, all RSD properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on RSD property.
25. Unsupervised Contact with Students. This provision is required by statute. "Unsupervised contact" with students, means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct RSD supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on RSD property. Contractor will work with RSD to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify RSD before beginning any work that could result in such contact. Contractor authorizes RSD to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize RSD to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. RSD may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
 26. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information. Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of RSD.
 27. Security. Any disclosure or removal of any RSD matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against RSD because of Contractor's willful or negligent release of information, documents, or property contained in or on RSD property. RSD hereby deems all information, documents, and property contained in or on RSD property privileged and confidential.
 28. Employee Removal. At RSD's request, Contractor shall immediately remove any Contractor employee from all RSD properties in cases where RSD in its sole discretion determines that removal of that employee is in RSD's best interests.
 29. Remedies. In case of Contractor breach of this Contract, RSD shall be entitled to any other available legal and equitable remedies. In case of RSD breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
 30. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.
 31. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
 32. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
 33. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
 34. Notices. All notices or demands of any kind required or desired to be given by RSD or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified

or registered, postage prepaid, addressed to the respective party at the addresses herein.

35. This contract may be terminated by either party with a 30-day written notice. The RSD can immediately terminate the Agreement if the Contractor and/or any of the Contractor's employees or agents endanger the health or safety of RSD students or employees.

IN WITNESS WHEREOF, the parties do execute this Agreement, and except as provided above, the undersigned warrant to the other that they are executing this agreement pursuant to authority.

Reynolds School District #7

Contractor

Rachel Hopper
Chief Operating Officer

Contractor Signature

Printed Name

Title

Date Signed

Date Signed

☐ Certificate of Insurance Provided

Review required for final authorization

.....
Program Director

.....
Date Signed

.....
Site Manager

.....
Date Signed

☐ Account Code for applicable charges

☐ Board approval required if estimated charges exceed \$75,000

Board Approval Date

Attachment B
Reynolds SD RFP Construction Cost Estimating Services

Proposer: _____ Date: _____

Fees are to be actual cost of the work to a Not To Exceed at the following hourly rates:

Category	Hourly Rate
	\$ /Hr.
	\$ /Hr.
	\$ /Hr.
	\$ /Hr.
	\$ /Hr.
	\$ /Hr.
	\$ /Hr.
	\$ /Hr.

FEE MATRIX PER PROJECT

SAFETY + SECURITY UPGRADES	Totals
(Approximate Construction Value \$5.8 Million)	
Schematic Design	
Schematic design estimate	\$
Design team estimate reviews, Value engineering, meetings, reconciliation	Incl.
Design Development	
Design Development estimate	\$
Design team estimate reviews, Value engineering, meetings, reconciliation	Incl.
Construction Document	
90% detailed design estimate	\$
Design team estimate reviews, Value engineering, meetings, reconciliation	Incl.
Total for Safety + Security Upgrades	\$
FAIRVIEW ELEMENTARY	Totals
(Approximate Construction Value \$23.5 Million)	
Schematic Design	
Schematic design estimate	\$
Design team estimate reviews, Value engineering, meetings, reconciliation	Incl.
Design Development	
Design Development estimate	\$
Design team estimate reviews, Value engineering, meetings, reconciliation	Incl.
Construction Document	
90% detailed design estimate	\$
Design team estimate reviews, Value engineering, meetings, reconciliation	Incl.
Total for Fairview Elementary School	\$

WILKES ELEMENTARY	Totals
(Approximate Construction Value \$21.5 Million)	
Schematic Design	
Schematic design estimate	\$
Design team estimate reviews, Value engineering, meetings, reconciliation	Incl.
Design Development	
Design Development estimate	\$
Design team estimate reviews, Value engineering, meetings, reconciliation	Incl.
Construction Document	
90% detailed design estimate	\$
Design team estimate reviews, Value engineering, meetings, reconciliation	Incl.
Total for Safety + Security Upgrades	\$
TROUTDALE ELEMENTARY	Totals
(Approximate Construction Value \$19.1 Million)	
Schematic Design	
Schematic design estimate	\$
Design team estimate reviews, Value engineering, meetings, reconciliation	Incl.
Design Development	
Design Development estimate	\$
Design team estimate reviews, Value engineering, meetings, reconciliation	Incl.
Construction Document	
90% detailed design estimate	\$
Design team estimate reviews, Value engineering, meetings, reconciliation	Incl.
Total for Fairview Elementary School	\$
REYNOLDS HIGH	Totals
(Approximate Construction Value \$25.7 Million)	
Schematic Design	
Schematic design estimate	\$
Design team estimate reviews, Value engineering, meetings, reconciliation	Incl.
Design Development	
Design Development estimate	\$
Design team estimate reviews, Value engineering, meetings, reconciliation	Incl.
Construction Document	
90% detailed design estimate	\$
Design team estimate reviews, Value engineering, meetings, reconciliation	Incl.
Total for High School	\$
Total Estimated Not to Exceed Fee =	\$

Attachment C Proposer Certifications

NOTE TO PROPOSER: Each proposal must include a copy of a signed original of this attachment that has been signed by an authorized representative of proposer. Proposals that do not include a scanned signed copy of this attachment will be rejected as nonresponsive.

Proposer represents that each of the following statements is accurate at the time the proposer submits its proposal. Proposer warrants that each of the following statements will remain accurate for a period of 120 days following submission of proposer's proposal and, if proposer's proposal is accepted, each statement will remain accurate throughout the term of any contract between proposer and the Reynolds School District for architectural and engineering services.

1. The key persons named in proposer's proposal are qualified to perform the work described in this RFP and in the proposal, and proposer will assign these key persons to perform the work if the Reynolds School District awards a contract to proposer for these services.
2. Proposer has not colluded or consulted with any other proposer or potential proposer in the preparation and submission of this proposal.
3. Proposer agrees to be bound by the terms and pricing of its proposal, including all attachments to it.
4. The person signing this certification is authorized by proposer to act on behalf of and to make the representations in this certification on behalf of the proposer.
5. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has proposer or will proposer discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
6. Proposer has read and understands all instructions, specifications, and terms and conditions contained in the RFP and any addenda to it, and the Reynolds School District is not liable for any claims or subject to any defenses asserted by proposer based upon, resulting from, or related to, proposer's failure to comprehend all requirements of the RFP.
7. If the Reynolds School District awards a contract to proposer for architectural and engineering services, proposer will diligently perform the contract according to its terms.
8. Each of the foregoing representations is accurate and is incorporated into any contract between the Reynolds School District and the proposer for the delivery of the architectural and engineering services.

Proposer Name: _____

By: _____

Title: _____

Date: _____

Attachment D
References
Reynolds School District

Proposer Name: _____

Proposer must provide three references that can rate proposer's performance on similar capital projects in the last ten (10) years and proposer's ability to satisfy the requirements set forth in RFQ section F.6, Proposal Requirements. References must include client name, title and contact information, describe each project briefly, and indicate whether the project was funded publicly or privately.

The Reynolds School District may attempt to contact two (2) sources for each reference given. The committee may make up to three (3) attempts to contact each of the reference sources, which will be made during normal business hours. If the three (3) attempts are unsuccessful, the proposer may receive zero (0) points for that reference source.

(Note: Proposer may supply the required information in a different format, as long as all required information is provided.)

Reference 1

Client Name: _____
City, State: _____
Contact Name: _____
Contact Title: _____
Telephone: _____
Email: _____
Project Description: _____

Type: Public _____ Private _____ CM/GC _____ Hard Bid _____

Reference 2

Client Name: _____
City, State: _____
Contact Name: _____
Contact Title: _____
Telephone: _____
Email: _____
Project Description: _____

Type: public _____ private _____ CM/GC _____ Hard Bid _____

Reference 3

Client Name: _____
City, State: _____
Contact Name: _____
Contact Title: _____
Telephone: _____
Email: _____
Project Description: _____

Funding: public _____ private _____ CM/GC _____ Hard Bid _____

Reference 4

Client Name: _____
City, State: _____
Contact Name: _____
Contact Title: _____
Telephone: _____
Email: _____
Project Description: _____

Funding: public _____ private _____ CM/GC _____ Hard Bid _____

Reference 5

Client Name: _____
City, State: _____
Contact Name: _____
Contact Title: _____
Telephone: _____
Email: _____
Project Description: _____

Funding: public _____ private _____ CM/GC _____ Hard Bid _____

RSD Program Schedule - 11.5.2015

Attachment E



