



## **Reynolds School District #7 2015 Bond Projects**

### **REQUEST FOR PROPOSALS Architecture/Engineering Services Three New Elementary Schools**

**November 12, 2015**

#### **A. Introduction**

Reynolds School District invites written sealed Proposals for Design & Engineering services from shortlisted firms resulting from “Request for Qualifications for Architecture/Engineering Services Three New Elementary Schools” as solicited by the Reynolds School District on August 26, 2015. This request for services is part of the work under the 2015 Capital Projects GO Bond that was recently passed on May 19<sup>th</sup> 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 allows 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 services to the District in the school sites listed below (all of which constitute the "Project").

Sitework and building design at existing school sites including the reclamation of demolished extant building locations repurposed for athletic, recreational and landscaped areas for:

- **FAIRVIEW ELEMENTARY**

Current Capacity: 515

New Capacity: 570

- **WILKES ELEMENTARY**

Current Capacity: 451

New Capacity: 527

- **TROUTDALE ELEMENTARY**

Current Capacity: 394

New Capacity: 450

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 must be attained, and that it is very important for the District taking full advantage of funding available.

The selection of a particular A/E firm or firms for any or all of the Projects listed above will be at the sole discretion of the Reynolds School District as it determines which firm/firms will serve the Reynolds School District in its best interest, and will provide the most benefit to its 2015 Bond Projects.

The A/E Services which are anticipated to be provided, but are not limited to the following:

- Architectural
- Structural Engineering
- Mechanical Engineering, (HVAC & Plumbing)
- Electrical Engineering, (Line & Low Voltage)
- Civil Engineering
- Landscape Architecture
- Food Service

Also refer to the Matrix of Services in **Attachment B** to this Request for Proposals.

The District will be contracting for any surveying, traffic studies geotechnical, Special Inspections, Low Voltage and Mechanical Commissioning, and hazardous material consulting services separately and as necessary on the Projects directly. The A/E firm selected will be expected to cooperate and coordinate as necessary with the District's consultants.

### C. RFP Dates and Deadlines

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

RFP issue date	November 12, 2015
Deadline for proposer questions	November 19, 2015
RFP Addenda issuance	November 20, 2015
Proposals due at 2:00 PM	December 1, 2015
Top ranked proposer identified	December 8, 2015
Notice of Intent to Award	December 9, 2015
Post Selection Review Ends	December 16, 2015
Send Proposed Contract to top ranked Proposer	December 17, 2015
Board approval of selection	January 13, 2016
Beginning of services	January 14, 2016

### D. RFP Terms

1. The Reynolds School District is issuing this RFP for the purpose of obtaining Proposals for the procurement of architectural and engineering services. The Reynolds School District expects to enter into a contract with one or more architectural/engineering firms (including partnership or joint venture) for these architectural and engineering services, 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. There is no pre-proposal meeting scheduled for this RFP.
3. There will be no interviews as part of the selection process of this RFP.
4. 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.
5. 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.
6. Proposals that do not meet 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.
7. 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.

8. The Reynolds School District reserves the right to amend this RFP in any manner prior to award of a contract.
9. The Reynolds School District reserves the right to postpone or cancel the RFP without liability to the Reynolds School District any time prior to executing contract if the Reynolds School District determines, in its sole discretion, it's in District's best interest to do so.
10. 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.
11. The Reynolds School District reserves the right to award multiple contracts for work scope outlined in this RFP.
12. The Reynolds School District reserves the right to reject any all Proposals.
13. Protests to this RFP or subsequent award(s) shall comply with OAR 137-048-0240.

## **E. Proposal Requirements**

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

1. Include one original (marked as such), (5) copies, and one (1) PDF copy on a USB flash drive with a file size less than 10MB;
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 A/E Services HS & Secure Vestibules– 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 1st, 2015:**

**Reynolds School District  
RE: RFP – Architectural/Engineering Services  
Three ES Schools  
1204 NE 201<sup>st</sup> 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, Sr. Project Manager  
DAY CPM SERVICES (Owner Representative)  
12745 SW Beaverdam Rd. Ste. #120  
Beaverton, OR 97005  
Email: [rcollins@daycpm.com](mailto: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.

#### **d. Public Disclosure of Proposals**

Any information provided to the Reynolds School District pursuant to this RFP is subject to public disclosure pursuant to Oregon's public records laws (ORS 192.410 to 192.505).

The general requirement for public disclosure is subject to a number of exemptions. Each page containing information deemed by the proposer as necessary to remain exempt from public disclosure after Proposals have been evaluated (e.g., pages containing trade secret, economic development information, etc.) and should be plainly marked. Marked pages should be placed in a group separate from the remainder of the proposal.

The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. The Reynolds School District will make an independent determination regarding exemptions applicable to information that has been properly marked and segregated. Information that has not been properly marked and segregated may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the non-exempt information must be

disclosed. The Reynolds School District will redact pages that include both exempt and nonexempt information to allow disclosure of the nonexempt information.

Unless expressly provided otherwise in this RFP or in a separate communication, the Reynolds School District 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. The Reynolds School District considers Proposals submitted in response to this RFP to be submitted in confidence only until The Reynolds School District's evaluation is complete and the School Board has acted on the Notice of Intent to Award, and agrees not to disclose Proposals until the Reynolds School District has completed its evaluation of all Proposals, publicly announced the notice of intent to award and the Reynolds School District has issued a Notice of Intent to Award.

6. 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 11 below;
- e. A description of your firm's demonstrated experience and expertise of the proposed team with sustainable building / site design and LEED standards and processes.
- f. 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;
- g. A description of at least three (3) projects, similar to the work (New Replacement Elementary Schools) to be performed under this Request for Proposals, 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, construction budget and scope modifications;
- h. 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.
- i. 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. No need for additional references to the ones provided in your firm's Request for Qualifications submission.
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. 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
  - o 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 (submitted in RFQ)
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 **150 points total**.
    - (i). Office location where effort applicable to this project will be performed is within fifty (50) miles of the construction site. If work is to be provided, in part, with an associated firm, so note in submittal (5 pts).
    - (ii). Skills, experience, and time working together of the proposed project team (20 pts).
    - (iii). Similar projects completed by the Principal Architect, Principal Engineer, and Project Manager (15 pts).
    - (iv). Experience of the firm in designing and engineering public works / operations facilities of similar size and character as outlined above (25 pts).
    - (v). Experience with collaborative contracting methods such as CM/GC and team oriented management process (20 pts).
    - (vi). Firm's approach and understanding of the Project (45 pts).
    - (vii). Experience and approach to sustainable building/site design and LEED standards (10 pts)
    - (viii). Collective, concise and comprehensive presentation of information (10 pts).
  - b. 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's investigation of proposer Proposals 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. Minority, Women and Emerging Small Business ("MWESB") Participation**

1. As noted in Oregon Governor's Executive Order 12-03: "Minority-owned and women-owned businesses continue to be a dynamic and fast-growing sector of the Oregon economy. Oregon is committed to creating an environment that supports the ingenuity and industriousness of Oregon's Minority Business Enterprise [MBE] and Women Business Enterprise [WBE]. Emerging Small Business [ESB] firms are also an important sector of the state's economy."
2. If there may be opportunities for subcontractors to work on the Project, the Reynolds School District expects the proposer to take reasonable steps to ensure that MWESB certified firms are provided an equal opportunity to compete for and participate in the performance of any contracts or subcontracts resulting from this procurement.

#### **H. 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.

## **ADDITIONAL SERVICES**

The District wishes to express its interest in the possibility of amending the contract for the firm/firms selected to perform work provided for in this RFP to provide additional design services for non-bond related Capital Improvement projects.

### **I. 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.

The Reynolds School District reserves the right to negotiate a final Contract that is in the best interest of the Reynolds School District.

2. **Attachment B** to this RFP is the A/E design team services matrix for the Project.
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 Proposals 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**: Not used
5. **Attachment E** to this RFP is a copy of the revised 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 C, filled in and submitted by proposer with the proposal;

*(End of RFP – Attachments follow.)*

# DRAFT AIA® Document B103™ – 2007

## Standard Form of Agreement Between Owner and Architect for a Large or Complex Project

**AGREEMENT** made as of the « » day of « » in the year « 2015 »  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, address and other information)

«>« »  
«>  
«>  
«

and the Architect:  
(Name, address and other information)

«TBD »« »  
« »  
« »  
« »

for the following Project:  
(Name, location and detailed description)

« »  
« »  
« »

The Owner and Architect agree as follows.

B103 Version where Owner does hire a Cost Consultant and where the Architect provides basic Cost Estimating with a responsibility to design within the established construction budget.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

§ 1.1.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

«Refer to RFP Section B – Scope of Work »

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

«Refer to RFP Section B – Scope of Work »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

«Based on total construction budget of \$ »

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

«Refer to Schedule in RFP Attachment »

.2 Commencement of construction:

«Refer to Schedule in RFP Attachment »

.3 Substantial Completion date or milestone dates:

« Refer to Schedule in RFP Attachment G »

.4 Other:

«N/A »

§ 1.1.5 The Owner intends the following procurement or delivery method for the Project:  
(Identify method such as competitive bid, negotiated contract or construction management.)

«Construction Manager / General Contractor (CM/GC) »

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:  
(List number and type of bid/procurement packages.)

« Refer to Schedule in RFP Attachment G »

§ 1.1.7 Other Project information:  
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

« »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address and other information.)

«Bob Collins, DAY CPM Services »  
«12745 SW Beaverdam Rd., Ste #120 »  
«Beaverton, OR 97005 »  
«Telephone Number: 503-729-4545 »  
«Email Address: rcollins@daycpm.com »  
« »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address and other information.)

«Other staff yet to be assigned »

§ 1.1.10 The Owner will retain the following consultants and contractors:  
(List name, legal status, address and other information.)

.1 Construction Manager / General Contractor (CM/GC)

« »« »

.2 Land/Utility Surveyor :

« »« »

.3 Geotechnical Engineer:

« »« »

**.4 Hazardous Materials Survey/Design :**

« »« »

**.5 Other, if any:**

*(List any other consultants or contractors retained by the Owner, such as a Project or Program Manager, construction contractor, or construction manager as constructor.)*

«Mechanical Controls Commissioning  
Special Inspection/Testing (by Code)

(Consultants and services identified as Owner's responsibility in Article 4.1) »

**§ 1.1.11** The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address and other information.)*

« TBD »

« »

« »

« »

« »

« »

**§ 1.1.12** The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
*(List name, legal status, address and other information.)*

**§ 1.1.12.1** Consultants retained under Basic Services (as described in Articles 3&4):

**.1 Structural Engineer:**

«TBD »

**.2 Mechanical/Plumbing Engineer:**

«TBD »

**.3 Electrical Engineer:**

« TBD »« »

**.4 Civil Engineer:**

«TBD »« »

**.5 Cost Estimator:**

« TBD »

**.6 Specifications:**

« TBD »

**.7 Graphics / Signage for Code:**

« TBD »

**.8 Security Consultant:**

« TBD »

**.9 Hardware Consultant:**

« TBD »

**§ 1.1.12.2** Consultants retained under Additional Services:

«To Be Determined»

**§ 1.1.13** Other Initial Information on which the Agreement is based:

«N/A »

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change. Such changes would not be expected to give rise to any claim for additional time or compensation. Architect may utilize the Change Order procedure of request additional time or compensation should Architect submit that any of Owner's representations warrants a change in time or compensation. No claim for additional time or compensation shall be submitted for any change in personnel by Architect, or of any subconsultant.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide the professional services as set forth in this Agreement.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project, and taking into account the Project Schedule.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance for the duration of this Agreement.

**§ 2.5.1** The Architect, at its sole cost, shall procure and maintain at all times while performing services under this Agreement, policies of insurance issued by responsible carriers rated A VII or better by A.M. Best's rating service (unless otherwise approved by the Owner), which afford at least the following minimum coverages:

- .1 Workers' Compensation. Workers' compensation coverage sufficient to meet statutory liability limits.
- .2 Employer's Liability. Employer's liability insurance in addition to its workers' compensation coverage in the following minimum amounts:

Each Accident:	\$1,000,000
Bodily Injury Disease:	\$1,000,000
Body Injury Disease:	\$1,000,000 policy limit
- .3 Commercial General Liability: The Architect shall purchase and maintain commercial general liability ("CGL") insurance on an occurrence basis, written on ISO Form CG 0001 (12/04 or later) or an equivalent form approved in advance by the Owner. CGL coverage shall include all major coverage categories including bodily injury, property damage, and products/completed operations coverage maintained for at least three years following final payment. The CGL insurance will also include the following: (1) separation of insured:

Each Occurrence:	\$2,000,000
General Aggregate:	\$3,000,000
Product/Completed Operations:	\$3,000,000
Personal & Advertising Injury:	\$2,000,000
- .4 Professional Liability/Errors and Omissions: The Architect shall purchase and maintain professional liability/errors and omissions insurance or cause that those subcontractors providing design services do so.

Each Claim:	\$2,000,000
Annual Aggregate:	\$3,000,000



- .5 Automobile Liability. The Architect shall purchase and maintain automobile liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by the Owner. The automobile liability insurance shall include pollution liability coverage with vehicle overturn and collision.  
Combined Single Limit: \$2,000,000  
Umbrella Liability per occurrence: \$2,000,000

**2.5.2 Additional Insureds.** With the exception of professional liability and workers' compensation insurance, the Architect's third-party liability insurance policies shall include the Owner and the CM/GC and their officers, employees, agents, volunteers, partners, successors, and assigns as additional insureds. The policy endorsement must extend premise operations and products/completed operations to the additional uninsureds. The additional insured endorsement for the Commercial General Liability must be written on ISO Form CG 2010 (11/85), a CG 2037 (07/04) together with CG 2033 (07/04), or the equivalent; but shall not use the following forms: CG 2010 (10/93) or CG 2010 (03/94).

**2.5.3 Certificates of Insurance.** Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the services of this Agreement. The Certificates of Insurance must demonstrate the coverage dates, amount, and type of insurance required by this Section 2.5.3 or by law; all exclusions or limitations applicable thereto; and the insurers providing the coverage. All insurance policies, certificates, and binders of insurance (except professional liability) shall show the Owner as additional insured. Upon the Owner's request, the Architect will deliver to the Owner copies of any policy (together with all endorsements, schedules, and other attachments) for any coverage provided pursuant to this Agreement.

.1 If the Architect has any self-insured retention or deductibles for any of the required coverages, the Architect must identify on the certificate of insurance the nature and amount of such self-insured retention or deductibles and provide satisfactory evidence of financial responsibility for such obligations. Satisfaction of all self-insured retentions or deductibles shall be the sole responsibility of the Architect.

.2 The Owner shall have the right, but not the obligation, to prohibit the Architect from entering the Project site until the required certificates (or other competent evidence that insurance has been obtained) in complete compliance with this Section 2.5.3 are received and approved by the Owner.

**2.5.4 Consultant Insurance.** The Architect shall cause all its consultants to carry and maintain workers' compensation coverage required by law and general and professional liability insurance coverage with limits mutually agreed upon by the Owner and the Architect. In the absence of any such agreement, the limits shall be the same as those required of the Architect.

**2.5.6 Maintaining Insurance.** The Architect must maintain the same or better insurance coverage throughout the Project and the applicable tail-out period. Unless otherwise agreed in writing, the tail-out period for insurance coverage may not be less than two years from the date of Substantial Completion of the Project.

**2.5.7 Failure to Maintain Insurance.** The Architect's maintenance of its and its consultants' insurance coverage in full force and effect for the Project is a condition precedent to the Architect's right to exercise or enforce any right or remedy for money damages against the Owner. Failure by the Architect to procure and maintain the insurance policies required above in full force and effect during the performance of services under this Agreement, and during any extensions or additional services hereunder, shall constitute a breach of this Agreement, in which case the Owner shall have the right, in addition to and without prejudice to any other rights, to purchase such insurance on the behalf of the Architect, and the Architect shall reimburse the Owner upon demand and shall furnish such information needed by the Owner to obtain such insurance or, alternatively, the Owner may immediately terminate this Agreement for cause pursuant to Section 9.4 of this Agreement.

**2.5.8 Limitations on coverages:**

.1 No insurance provided by the Architect under this Section 2.6 shall be required to indemnify the Owner, the Contractor, or their agents, representatives, or employees to the extent of liability for death or bodily injury to persons or damage to property caused in whole or part by their negligence, but will require indemnity to the extent of the fault of the Architect or its agents, representatives or employees.

.2 By requiring insurance, the Owner does not represent that coverage and limits will necessarily be adequate to protect the Architect. Insurance in effect or procured by the Architect will not reduce or limit the Architect's contractual obligations to indemnify and defend the Owner for claims or suits that result from or are connected with the services provided under this Agreement.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in Article 3, Addenda A.2, and include usual and customary basic landscaping, fire protection, plumbing, low voltage, and acoustical. Services not set forth in this Article 3, Addenda A.2, or identified in "the RFP Section B Scope of Work " are Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Scheduling Consultant a schedule of the Architect's services for inclusion in the Project schedule. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review (2) for the performance of the Owner's consultants, and (3) for approval of submissions by authorities having jurisdiction over the Project.

**§ 3.1.4** Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant and participate in developing and revising the Project schedule as it relates to the Architect's services.

**§ 3.1.5** Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

**§ 3.1.6** The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

**§ 3.1.7** The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall, in coordination with the Owner and the CM/GC, respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

**§ 3.1.8** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 SCHEMATIC DESIGN PHASE SERVICES**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner and the CM/GC regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, construction methods, and future maintenance requirements, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents.

**§ 3.2.7** Upon receipt of the Cost Consultant's estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

### **§ 3.3 DESIGN DEVELOPMENT DOCUMENTS PHASE SERVICES**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.3, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.3.2** Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents.

**§ 3.3.3** Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### **§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner and the CM/GC in the development and preparation of the documents. The Architect shall compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms, provided by the CM/GC, for use during the subcontractor bidding process. The Architect shall assist and coordinate with the Owner and CM/GC during the subcontractor bidding process by responding to bidding questions and issuing bidding addenda, as necessary.

**§ 3.4.4** Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Construction Documents.

**§ 3.4.5** Upon receipt of the Architect's estimate at 50% or the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

**3.4.6** The architect will make available digital copies of the construction documents. On request, the Architect can coordinate the printing or have copies for a reimbursement above and beyond the contract.

**3.4.7** The Architect will include on each page of the Instruments of Service all notices as may be required pursuant to ORS 701.625; the language for such notices will be provided by the Owner.

## **§ 3.6 CONSTRUCTION PHASE SERVICES**

### **§ 3.6.1 GENERAL**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in General Conditions for Public Improvement Contracts, as modified. If the Owner and Contractor modify the General Conditions for the Public Improvement Contracts, those modifications shall not affect the Architect's services under this Agreement unless the Architect submits to the Owner a change order, detailing the justification for any change in time or compensation.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's (and subcontractors') negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 EVALUATIONS OF THE WORK**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of site preparation and construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect 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 the site visits, the Architect shall keep the Owner reasonably informed about the observable progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect shall advise the Owner in writing, regarding a recommendation of rejection of Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing with reasonable promptness, but in any event within one week, unless other time limits are agreed upon.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, within five (5) days of receipt of a submittal. If additional review time is necessary, the architect is to provide notice to the Owner and CM/GC the reason for the extended review time.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods,



techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 CHANGES IN THE WORK**

**§ 3.6.5.1** The Architect, in coordination with the Owner, may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 PROJECT COMPLETION**

**§ 3.6.6.1** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and contractor to review the facility operations and performance.

## **ARTICLE 4 ADDITIONAL SERVICES**

**§ 4.1** Additional Services listed below are, where designated as Architect's responsibility, are included in Basic Services

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings (basic)	Architect	
§ 4.1.4 Existing facilities surveys	Owner	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Not Applicable	
§ 4.1.6 Building Information Modeling	Architect	If project is designed using BIM
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural Interior Design (B252™–2007)	Architect	
§ 4.1.10 Value Analysis (B204™–2007)	Architect / Owner	
§ 4.1.11 Detailed cost estimating	Architect / Owner	
§ 4.1.12 On-site Project Representation	Architect	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Owner / Contractor	
§ 4.1.16 Post occupancy evaluation	Architect	
§ 4.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Owner	
§ 4.1.20 Telecommunications/data design	Architect	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	Architect	
§ 4.1.22 Commissioning (B211™–2007)	Owner	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™–2007)	Not Provided	
§ 4.1.25 Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.26 Furniture, Furnishings, and Equipment Design (B253™–2007)	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Programming: Includes confirmation of Information provided in the 2009 Master Plan document and revised by staff to reflect scope reductions to fit budget.

Multiple Preliminary Designs: Includes up to two (2) primary concepts that will be refined to a single concept by the end of the Design Development.

Measured Drawings (Basic): Existing drawings will be utilized for general dimensioning and spot-checked in the field to support the design.

Building Information Modeling: Building Information Modeling may be utilized at the Architect's discretion for this project. If not chosen to be used, then AutoCAD will be utilized.

Civil Engineering: All grading, site development, and on-site utility work related to the scope of the project. Off-site work will be limited to existing utility investigation, tie-in's to existing utilities, and adjustments to existing perimeter walks and access points.

Landscape Design (Basic): Work limited to site restoration and code required plantings with minor points of interest at entry points. This includes landscape and irrigation as needed.

Architectural Interior Design: Interior design provided for all replacement buildings. Other work is assumed to require no interiors design beyond basic architectural treatment.

Cost Estimating: From the architectural team, estimates will be provided from either in house resources or sub-consultant 3<sup>rd</sup> party cost estimating for the project just prior to the conclusion (so as to adjust the designs as necessary based on the outcome) of the Design Development, Detailed Design Documents, and Construction Document phases utilizing Unifomat Level 2 and 3 detail respectively. It is anticipated the architectural team will provide interim cost analysis of specific scopes of work as requested by the Owner.

On-Site Project Representation: This refers to the construction phase of each project and shall be provided at a standard level of 1 day per week average. Where the construction phases of multiple projects overlap, the architect will maximize efficiency of each trip, noting that on occasion more than a single day will be required. Engineering visits will be focused on the period where their design work is being installed and will be as frequent as necessary to evaluate general compliance.

Post Occupancy Evaluation: The architect will schedule and conduct a 3-month and 10-month post occupancy evaluation of the project.

Telecommunications/data Design: Includes design of communications infrastructure from "closet rack" to "point of use". Hardware will also be included. Security, phone/data services fire alarm, and HVAC controls are considered part of base design and would be complete systems.

Security Evaluation and Planning: Includes evaluation of proposed scope and implementation of best practices for safety and security from both a passive (hard construction) and active (electronic system) perspective. Best practice will be evaluated and adjusted based on Owner protocols and policies in place or desired.

**§ 4.3** Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.3.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness, and in any event within three (3) business days, and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 [Reserved]
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 {Reserved}
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;



- .11 Assistance to the Initial Decision Maker, if other than the Architect.
- .12 Changes required in the Instruments of Service to reduce the cost of the Project where the Owner has provided Value Engineering;
- .13 Providing services made necessary by the default or termination of contractor, by defects or deficiencies in the construction of the Project or by the failure of the Owner, any contractor or others performing services or Work in connection with the Project;  
or.
- .14 Providing services in connection with building commissioning.

**§ 4.3.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Not Used
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Not Used
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.
- .7 Failure of performance of Owner's consultants or contractors.

**§ 4.3.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «Two » ( «2 » ) reviews, if necessary, of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 «One » ( «1 » ) visit to the site per week by the Architect over the duration of the Project during construction
- .3 «One » ( «1 » ) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «One » ( «1 » ) inspections for any portion of the Work to determine final completion

**§ 4.3.4** If the services covered by this Agreement have not been completed per the schedule in "Exhibit D", through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

**§ 5.3** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services. CM/GC to this section

§ 5.12 The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction. CM/GC to this section

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

**§ 6.3** The Owner shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Cost Consultant's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

**§ 6.4** If, prior to the conclusion of the Design Development Phase, the architect's and/or CM/GC's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the CM/GC and Owner's Representative, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget.

**§ 6.5** If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall, as Owner's election:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other alternative acceptable to Owner.

**§ 6.6** If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

**§ 6.7**

In the event that the Architect's and CM/GC's project cost estimates are in excess of the Owner's budget, the architect will then be directed by the owner to do any combination of the following; 1) implement a project team approved value engineering list into the bid documents; 2) work with the project team to create additive bid alternates to add value (not scope) after bid day in the event that pricing comes in under budget; and/or 3) the owner can also fund the difference using project reserves.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** Instruments of Service are representations, Drawings, Specifications, and other documents, including those in electronic form of the tangible creative work performed by the Architect and the Architect's consultants for the Project under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials. The Architect must also provide printed and physically stamped Instruments of Service for the Project. The Architect will be bound by the printed and stamped Instruments of Service and the electronic versions after their delivery to the Owner. The Architect will not be responsible for any change made in electronic forms of its Instruments of Service, whether intentional or unintentional, after the Instruments of Service leave the Architect's control. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they may endeavor to establish any necessary protocols governing such transmissions.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. Notwithstanding the foregoing, the Architect may not revoke the license during any good faith dispute between the Architect and Owner regarding performance or payment under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If and upon the date the Architect is in default of this Agreement, the foregoing license shall be supplemented by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, (a) the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses, and (b) changes made by the Owner to the Architect's Instruments of Service without the Architect's authority or approval. The Owner, to the extent permitted by law and to the limits of liability under the Oregon Tort Claims Act (ORS 30.272), further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 GENERAL**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. Claims against the Owner must comply with ORS 30.275.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in General Conditions for Public Improvement Contracts. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3.1** To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner, Owner's consultants, Owner's CM/GC, and agents and employees of any of them for, from, and against claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, to the extent caused by the negligence or fault of the Architect or its agents, consultants, employees, representatives, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable including (a) any alleged violation or infringement of third-party trade rights arising out of services provided by the Architect; (b) any negligent or willful acts or omissions by the Architect or persons for whom the Architect is responsible; and (c) claims asserted by employees of the Architect or of any entity for whom the Architect is responsible (including wage or benefit claims) or for any violation of federal, state, or local wage and labor laws and regulations thereunder by the Architect or other persons acting on behalf of the Architect. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 8.1.3.

**§ 8.1.3.2** No indemnification or insurance provided by the Architect under this Section 8.1.3 will be required to indemnify the Owner or its employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole by their own negligence, but will require indemnity to the extent of the fault of the Architect or those entities or persons for whom the Architect is responsible.

**§ 8.1.4** The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.1.5** Direct Negotiation, as defined below, will be the initial process utilized by the parties.

Either the Owner or the Architect may make a request for Direct Negotiation as an initial attempt to resolve any claim, dispute, or other matter arising out of this Agreement.

Direct Negotiation Representatives of the parties shall be the Owner's Designated Representative, as defined in Section 1.1.8 and the Architect's Designated Representative, as defined in Section 2.3.

Direct Negotiation will take place at the project worksite or at a location as agreed to by Owner's and Architect's Designated Representatives.

Each party shall document results of the Direct Negotiation, and these documents shall be exchanged between the parties.

**§ 8.1.6** If any dispute arises under this contract as to its terms of enforcement and if that disputes is resolved in court, the prevailing party will be awarded their reasonable attorney's fees.

## **§ 8.2 MEDIATION**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the Arbitration Services of Portland in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through direct negotiation and/or mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

☒ Arbitration

## **8.3 ARBITRATION**

**8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by,



mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties of this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

8.3.3 The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located (Multnomah County), except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 [Reserved]

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) for records that are in the possession of the Owner, then as required, in the Owner’s judgment, by the Oregon Public Records Law.

§ 10.9 Compliance with Public Contracting Code. The Architect will comply with all federal, state, and local laws applicable to the Work under this Agreement, including without limitation the following requirements of the Oregon Public Contracting Code, and similar provisions of the Lake Oswego Public Contracting Rules.

§ 10.9.1 Payment of Laborers (ORS 279B.220): The Architect shall:

- .1 Make payment promptly, as due, to all persons supplying to such Architect labor or material for the prosecution of the work provided for this contract.
- .2 Pay all contributions or amounts due the Industrial Accident Fund by the Architect or subcontractors, if permitted, incurred in the performance of this contract.
- .3 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 [by Architect].
- .4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- .5 If Architect neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Agreement as such claim becomes due, Owner 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 Architect. Owner’s payment of such a claim shall not relieve Architect or Architect’s surety, if any, from its obligation to any unpaid claims.

§ 10.9.2 Payment for Medical Care and Workers’ Compensation (ORS 279B.230):

- .1 Architect 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 Architect, of all sums that Architect agrees to pay for such services and all moneys and sums that Architect collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.
- .2 All subject employers working under the Agreement are either employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

§ 10.9.3 Hours of Labor (ORS 279B.020(5), 279B.235(3), 279C.520(3), and 279C.540(6)):

- .1 Maximum Hours: Architect shall pay its employees at least time and a half for all overtime 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), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
- .2 Exemption: The requirements of 1.4.2.4.3.1 do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC. 201 to 209 from receiving overtime.
- .3 Notice to Employees: Architect 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.

**§ 10.9.4** Time Limitation on Claim for Overtime (ORS 279C.545): Any worker employed by Architect shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Architect within 90 days from the completion of this Contract, providing Architect has

- .1 Posted circular: 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 Maintaining posted circular: Maintained such circular continuously posted from the inception to the completion of this Agreement on which workers are or have been employed.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Hourly; not to exceed negotiated contract amount.

**§ 11.2** For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Hourly; not to exceed negotiated contract amount.

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Hourly with a negotiated percentage fee.

**§ 11.4** Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus «Ten » percent ( «10 » %), or as otherwise stated below:

« »

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be reviewed annually and are subject to adjustment by the percentage increase of the Portland Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/>; select "Regional Resources" / Portland, OR), based upon the rate of change from the preceding half-year (HALF) of prior year to the prior reported half-year (HALF). Example, if determining the rate of change for a renewal date of December 1, 2015, the increase would be 1.3% [233.735 (HALF1 for 2013) minus 228.746 (HALF1 for 2012) / 228.746 = 2.18%, rounded to 2.2%].

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*



**Employee or Category**

TBD

**Rate**

TBD

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

**(Refer to attached Exhibit F, Prevailing Reimbursable Expenses)**

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants at:

«cost plus ten (10%) percent. »

**§ 11.10 PAYMENTS TO THE ARCHITECT**

**§ 11.10.2** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable thirty (30) days from the date of receipt of the Architect's invoice; pending receipt of a completed invoice. Amounts unpaid forty-five (45) days after receipt of the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. No payment shall be due to the Contractor until the Contractor has submitted to the District's Finance Department IRS Form W-9 Request for Taxpayer Identification and Certification (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>). The City shall pay by electronic fund transfer; the Architect shall submit the EFT agreement (<http://tinyurl.com/LO-EFT>) to the District's Finance Department.

*(Insert rate of monthly or annual interest agreed upon.)*

%

**§ 11.10.3** Payments to the Architect shall not be withheld, postponed or made contingent on the construction completion, success of the project or upon receipt by the Owner of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Architect's compensation for any reason unless the Architect has been found to be legally liable for such amounts.

**§ 11.10.4** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

§ 12.1 Special terms and conditions that modify this Agreement are as follows: § 12.1.2 Upon completion of the Work, the Architect shall compile for and deliver to the Owner a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the contractor. These Record Documents will show significant changes made during construction.

§ 12.1.3 The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions other natural disasters; fires, riots, acts of terrorism, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Architect to perform its services in an orderly and efficient manner, the Architect shall be entitled to an equitable adjustment in schedule or compensation.

§ 12.1.5 Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

§ 12.1.6 It is acknowledged that the Architect has been requested by the Owner to subcontract certain laboratory testing services on behalf of the Owner. The Architect agrees to do so in reliance upon the Owner's assurance that the Owner will make no claim or bring any action at law or in equity against the Architect as a result of these subcontracted services. The Owner understands that the Architect has not performed any independent evaluation of the testing laboratory's data and the Owner shall not rely upon the Architect to determine the quality or reliability of the testing laboratory's reports.

§ 12.1.7 Architect is not responsible to Owner or any third-parties for errors, omissions or other deficiencies in the services of any other design professional or design-build contractor rendering design, engineering or related services for Owner not employed by Architect. Architect's sole liability in connection with the services of Owner's consultants or design-build contractors shall be to coordinate Owner's consultant's portion of the Instruments of Service. Owner shall require consultants or design-build contractors retained by Owner to coordinate their services and documents with those of Architect and Architect's consultants.

Architect is not responsible to Owner or any third-parties for errors, omissions or other deficiencies in the services of any other design professional or contractor rendering design, geotechnical engineering or related services for benefit of Owner or the Project not retained by the Architect. Architect's sole liability in connection with the services of such consultants or contractors shall be to coordinate the consultant's portion of the Instruments of Service. Owner shall require consultants or contractors retained by Owner to coordinate their services and documents with those of Architect and Architect's consultants.

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B103™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, **AIA Document C106™-2007, Digital Data Licensing Agreement**, or the following:
- .3 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

Exhibit A Request for Proposals Architectural/Engineering Services Document  
Exhibit B Request for Proposals Response Document  
Exhibit C Proposer Resumes  
Exhibit D Project Schedule

This Agreement entered into as of the day and year first written above.

**OWNER**

*(Signature)*

« »« »

*(Printed name and title)*

**ARCHITECT**

*(Signature)*

« »« »

*(Printed name and title)*

**REYNOLDS SCHOOL DISTRICT  
THREE NEW REPLACEMENT ELEMENTARY SCHOOLS  
ATTACHMENT B - DESIGN TEAM SERVICES MATRIX**

Service Line	Architect / Engineering Basic Services	Supplemental Services	Other Owner Consultants	Owner Costs
<b>CORE DESIGN TEAM</b>				
Architectural Design	X			
BIM Management Plan - If Proposed Plan Is To Design Using BIM				
Architectural Production	X			
Architectural Construction Administration	X			
Design, Interior	X			
Design, Landscape	X			
Engineering, Civil	X			
Engineering, Electrical	X			
Design & Engineering, IT-Technology / Low Voltage, Security	X			
Engineering, Electrical / Emergency Power Generation	X			
Design & Engineering, Energy Efficient / Specialty Lighting	X			
Design & Engineering, AV Systems	X			
Design & Engineering, Mass Notification, Fire and Life Safety Systems	X			
Engineering, Mechanical	X			
Engineering, Plumbing	X			
Engineering, Structural	X			
Planning, Master Plan Verification and Functional Program Updates	X			
Planning, Educational Specifications	x			
<b>SPECIALTY CONSULTANTS</b>				
Consultant, Acoustic		X		
Consultant, Architectural Specifications	X			
Consultant, Code	X			
Consultant, Structural PEER Review			X	
Consultant, 3rd Party Estimating	X		x	
Consultant, Sustainability	X			
Consultant, Non-Code Required Signage and Wayfinding	X			
Consultant, Fire / Life / Safety	X			
Consultant, Certified Fire Protection Engineer	X			
Consultant, Parking / Traffic Studies			x	
Consultant, Hardware	X			
Consultant, Building Envelope		X		
Consultant, Roofing		X		
Consultant, Security			x	
Consultant, Soils / Geotechnical			X	
Consultant, 3rd Party PEER Review Soils Engineer			X	
Consultant, Environmental / Hazardous Material			X	
Consultant, Commissioning Agent / MEP and Building Envelope			X	
Consultant, Commissioning Telecommunications / IT Systems / Security / AV				x
Consultant, Special Inspections / Testing Laboratory				X
Coordination of Permit and AHJ Review	X			
Permits / SDC's / and other AHJ Charges				X
Planning Consultant, Telecommunications / IT Systems / Security / AV	X			
Consultant, Traffic Engineer			x	
Planning, Relocation / Transition and Move Coordination				X
Site Logistics, Planning / Coordination				X
Furnishings FF&E	x			X

## 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.

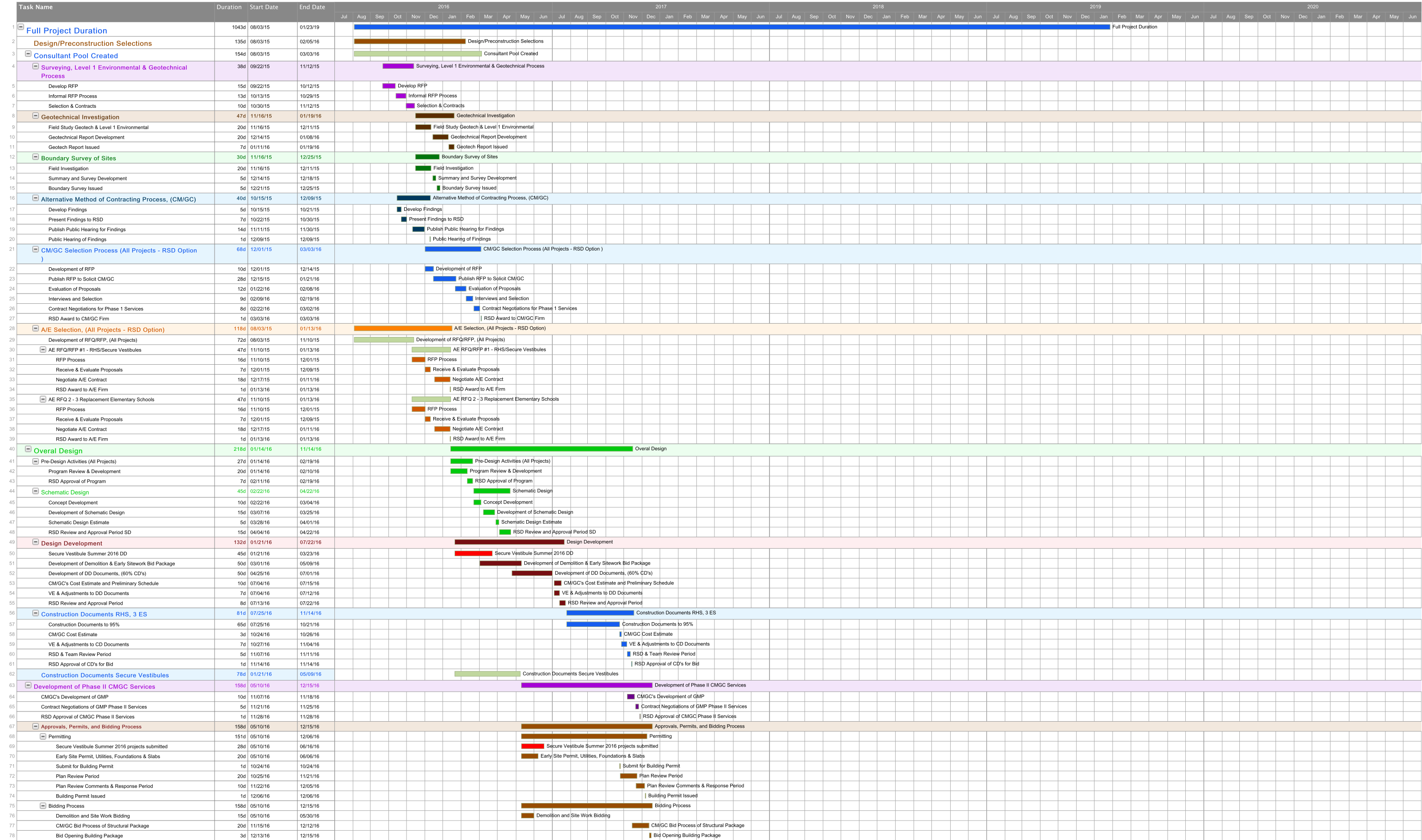
Proposer Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

RSD Program Schedule - 11.5.2015



Task Name	Duration	Start Date	End Date	2016												2017												2018												2019												2020											
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun												
79  Construction Period	822d	06/07/16	07/31/19	<div></div>																																																											
80 Early Site Permit, Utilities, Foundations & Slabs (All Projects)	120d	06/07/16	11/21/16	<div></div>																																																											
81  Construct Replacement 3 Elementary Schools	684d	12/16/16	07/31/19	<div></div>																																																											
82 Notice to Proceed	1d	12/16/16	12/16/16	<div></div>																																																											
83 Site Mobilization	14d	12/19/16	01/05/17	<div></div>																																																											
84 Replacement Elementary School Buildings	401d	12/19/16	07/02/18	<div></div>																																																											
85 Substantial Completion Replacement Schools	5d	07/03/18	07/09/18	<div></div>																																																											
86 Punch list items & Closeout of Replacement Schools	20d	07/10/18	08/06/18	<div></div>																																																											
87 RSD Move into Replacement Elementary Schools	25d	07/10/18	08/13/18	<div></div>																																																											
88 Occupancy for Start of School	15d	08/14/18	09/03/18	<div></div>																																																											
89 Demolition of Existing Schools, & Final Site Work	299d	06/08/18	07/31/19	<div></div>																																																											
90  Construct HS Additions and Renovations	401d	12/16/16	06/29/18	<div></div>																																																											
91 High School Additions and Renovations	385d	12/16/16	06/07/18	<div></div>																																																											
92 Substantial Completion High School Renovation & Additions	1d	06/08/18	06/08/18	<div></div>																																																											
93 Punch list items & Closeout of High Schools	15d	06/11/18	06/29/18	<div></div>																																																											
94 RSD Move into High School	10d	06/08/18	06/21/18	<div></div>																																																											
95 Occupancy of High School Project	4d	06/11/18	06/14/18	<div></div>																																																											
96  Safety + Security Upgrades	315d	06/13/16	08/25/17	<div></div>																																																											
97 Five of the Elementary Schools	60d	06/13/16	09/02/16	<div></div>																																																											
98 Two Elementary, and Three Middle Schools	55d	06/12/17	08/25/17	<div></div>																																																											
99 Reynolds Learning Academy - West, & Edgefield Campus	55d	06/12/17	08/25/17	<div></div>																																																											