

REQUEST FOR PROPOSALS



City of Molalla and the City of Molalla Urban Renewal Agency (City)
Molalla Police Department Facility
117 N. Molalla Ave., PO Box 248
Molalla, Oregon 97038
(503) 828-6855, FAX (503) 829-3676

Architecture/Engineering Services

RFP 2022-01

Due Date: June 9, 2022

Project: New Police Facility Professional Services

A. Introduction

The City invites written sealed proposals for Architectural/Engineering services for their new Molalla Police Facility.

The City is seeking to obtain the services of an architect/engineer to lead and assist the design of a new Molalla Police Facility.

The current Police Facility, formerly the fire department, was renovated to become the City Hall/Police Department. It was built prior to 1950 and has approximately 2,300 SF of work/office space.

A new facility is being planned to accommodate current needs. The anticipated workspace needed would be two story and approximately 17,500 SF but subject to change based on programming assessments. A project budget of approximately \$15M- \$20M range is being planned for the project, however, this is subject to refinement during programming of the project and updated market pricing.

B. Parties

The Molalla Police Department through the City is requesting professional services of an architect/engineering firms (hereafter A/E) to lead and assist the design of the new facility. The A/E

firm will work closely with our owner’s representative, Joshua Dodson and the City core team throughout the life of the project. The core team is made up of the City Manager, Police Chief, Police Lieutenant, Business Director Finance, Community Development Director and Community Program Committee or CPC.

The tentative **schedule** for design process is planned from the date of contract award this August 2022 to quarter two of 2023 for CD completion. We anticipate CM/GC method of contracting and having the contractor on board as a collaborative partner in the Fall of 2022 with construction beginning summer 2023 through completion in Q4 2024.

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

- Architectural
- Civil/Survey
- Structural Engineering
- Mechanical Engineering, (HVAC & Plumbing)
- Electrical Engineering, (Line & Low Voltage)
- Cost Consultant for early SD, DD phases

Also refer to the draft Smartsheet master project schedule listed in the attachments.

The City will be providing geotechnical, Special Inspections, Commissioning, hazardous material consulting services necessary on the Project directly. The A/E firm selected will be expected to cooperate and coordinate as necessary with the City’s consultants.

C. RFP Dates and Deadlines

RFP documents have been publicly advertised and may be obtained by registering at the Molalla Current website [Molalla Current \(cityofmolalla.com\)](http://cityofmolalla.com) or contacting the Owner’s Representative, Joshua Dodson at Joshua.dodson@otak.com

The City has established the following dates and deadlines for this RFP.

RFP issue date	May 11, 2022
Mandatory pre-proposal meeting at 10:30am at Foothills Community Church	May 19, 2022
Deadline for proposer questions	May 26, 2022
RFP Addenda issuance	May 27, 2022
Proposals due at 1:00 PM	June 9, 2022
CPC Kick Off Meeting	June 10, 2022
Selection committee meeting- Shortlisted firms identified	June 23, 2022
Proposer interviews	June 30, 2022
City Council approval of selection	July, 2022
Beginning of services	August, 2022

D. Pre-Proposal Meeting

A mandatory pre-proposal meeting will be held to answer questions from prospective proposers on **May 19, 2022**, at 10:30am prevailing local time at the **Foothills Community Church, 122 Grange Ave., Molalla, Oregon 97038**. The meeting will allow proposers the opportunity to view the construction site, gain a better understanding of the work, and the unique aspects of the project.

E. RFP Terms

1. The City, acting as the Local Contract Review Board, is issuing this RFP for the purpose of obtaining proposals for the provision of architectural/engineering services per OAR 137-048-0220 Formal Selection Procurement and local procurement rules governed by the City of Molalla including protest procedures set forth in division 48. The City expects to enter a contract with one (1) architectural/engineering firm (including partnership or joint venture) for these architectural and engineering services, using the form of professional services contract and statement of work as an **Attachment to this RFP**. However, the City does not guarantee that it will award any contract pursuant to this RFP.
2. At the City'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 City and the proposer.
3. This RFP provides instructions for the preparation of a proposal that will address all RFP requirements. This RFP is not an offer to contract. Only the execution of a written contract will obligate The City, in accordance with the terms contained in the contract.
4. Proposals that do not meet minimum RFP requirements will be classified as "nonresponsive." The City will disqualify all nonresponsive proposals from further evaluation. Responsive proposals will be evaluated on the basis of the criteria listed in evaluation criteria section of this RFP.
5. The City 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 City upon delivery to the City.
6. The City reserves the right to amend this RFP in any manner prior to award of a contract.
7. The City reserves the right to postpone or cancel the RFP without liability to the City of any time prior to executing contract if the City, in its sole discretion, it's in City's best interest to do so.
8. The City reserves the right to share the RFP and any proposals the City receives with any third party of their choosing, in order to secure expert opinion.
9. The City reserves the right to reject any and all proposals.

F. Proposal Requirements

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

1. Include eight (8) copies, one marked original, and one (1) PDF copy on a USB flash drive less than 20MB file size;
2. Include the completed and executed Forms attached to 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 – New Molalla Police Facility" and bears the proposer's name, address, telephone number, and email address; and
4. Be delivered to the following addressee **not later than 1:00 PM, June 9, 2022:**

The City of Molalla
RE: RFP – Architectural/Engineering Services
117 N. Molalla Avenue, Molalla, Oregon 97038

5. Additional solicitation information:

a. Questions

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

Joshua Dodson, Project Manager
OTAK CPM (Owner Representative)
808 SW 3rd Avenue, Suite 800, Portland, Oregon 97204
Email: joshua.dodson@otak.com (503)754-2546 cell

Questions must be received in electronic format not later than **5:00 PM**, on the date listed in Section C above. Questions will be compiled and collectively addressed in writing prior to the deadline RFP Addenda stated in Section C above if deemed appropriate for a response.

b. Changes to RFP

The City reserves the right to make changes to the RFP. Changes will be made only by written addendum which will be available and issued to all prospective proposers via electronic email from the owner's representative's email.

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 and may or may not be deemed necessary for a response and change to the 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 City pursuant to this RFP is subject to public disclosure pursuant to Oregon’s public records laws.

The general requirement for public disclosure is subject to several 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 City 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 City 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 City 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 City considers proposals submitted in response to this RFP to be submitted in confidence only until the City’s evaluation is complete and the City Council has acted on the Notice of Intent to Award and agrees not to disclose proposals until the City has completed its evaluation of all proposals, publicly announced the notice of intent to award and the City has acted 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;
- 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;
 - e. A description of your firm's demonstrated experience and expertise of the proposed team with sustainable building / site design and energy efficient standards implementation;
 - f. A thorough description of the proposer's experience on complex (>\$5 million) capital programs and projects utilizing collaborative contracting methods such as CM/GC and team-oriented management processes;
 - g. A description of at least two (2) projects similar to the work that has been performed within the past ten (10) years by the key persons, description to include a brief project summary, owner information including contact information, start date / finish date, and scope modifications;
 - h. Demonstration of your understanding and approach to this project including planning, permitting, design, construction administration, public involvement, communication to stakeholder groups, and proposers special/unique benefit your firm brings to this project, what is your firms' superpower?;
 - i. Demonstration of experience with designing to the owner's budget through Target Value Design (TVD) principles.
 - j. Five (5) references whom the City can contact to discuss the proposer's qualifications. Please provide on separate sheet the name and contact information for each reference to a similar project. Please ensure the references are for the firm and specific to the professionals who will be providing service to the project.
 - k. Provide all hourly and other rates for A/E services and a range of probably fees for such full A/E services including what percentage % of construction in total as well as what % breakdown per design phases for Programming, SD, DD, CD, CA phases. This information will be used as basis for contract negotiations and owner budgetary purposes to determine the best interest of the public. The City may opt to utilize the A/E rates established by the State of Washington (Design Rate Fees) as a set standard of negotiation or other means and methods in order to determine the reasonableness and fairness of the presented negotiated fees for such professional services and reserves the right to begin negotiations with the next highest firm if negotiations with the highest-ranking AE firm are unsuccessful.
 - j. The City has approx. \$1.2M in project funding to date and may look to various funding sources to complete the funding including but not limited to general obligation or other bonds to fund the new facility. Please explain your firm's understanding and willingness to partner with this funding gap and how it proposes to best spend the available funding.
7. If submitting a proposal with another firm, the proposal must provide the information requested regarding the experience of each firm and also provide the experience of both firms in working in

association with other architectural and/or engineering firms. The proposer must explain if either firm will act as a sub-consultant or whether both firms will operate as a joint venture or partnership. If the proposers will conduct business as a joint venture or partnership the proposal must provide the information requested regarding the experience of the partnership or joint venture in addition to that of each member firm. If the proposers are selected for an interview, they will be required to provide a copy of the partnership or joint venture agreement relating to the Project. Each partner or joint venture must sign the submittal and the contract if selected for award.

8. Proposals must address all of the requirements of this RFP.
9. Proposers may add content in areas where the proposer feels it can offer value to The City 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 City 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 City 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, including the proposed experience of the specific subconsultant engineers of record. The City can request resumes and other pertinent information when reviewing and making final selection of all A/E team members at their sole discretion.

The proposer must identify the sub-consultant by specialty, and provide the following information:

- Firm name, address, phone number, website, contact person information including email address.
 - A list of the firm's personnel by discipline that will be available to provide the capacity and capability to perform the required services for the Project
 - A list of the firm's relevant project experience limited to no more than two (2) 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 certification**, in which the proposer certifies that it meets all minimum requirements 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 of its proposal, including all attachments.

G. Selection Criteria

1. The City will evaluate proposals based on the following criteria:
 - a. Evaluation of technical written proposal (**100 pts Scored**);
 - b. References (**50 pts Scored**); and
 - c. Interviews (Optional, if found to be necessary by the City), (**100 pts Scored**).

2. Proposal elements that are subject to scoring will be awarded points as follows:
 - a. **Evaluation of Technical Written 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, design philosophy (**20 pts**).
 - (iii). Similar projects completed by the Principal Architect, Principal Engineer, and Project Manager, workloads of each, resource availability (**15 pts**).
 - (iv). Successful performance and experience of the firm in designing and engineering public works / operations, Police facilities of similar size and character as outlined above (**15 pts**).
 - (v). Experience with collaborative contacting methods such as CM/GC and team-oriented management process (**15 pts**).
 - (vi). Firm's approach and successful performance and understanding of the Project, cost modeling and Target Value Design approach, accuracy in cost estimate history (**20 pts**).
 - (vii). Experience and approach to sustainable building/site design and energy efficient standards (**5 pts**)
 - (vii). Collective, concise, and comprehensive presentation of information (**5 pts**).
 - b. **References (Scored): (Max 50 points)** The evaluation committee will follow up with references provided by the proposers.
 - c. **Interviews (Optional, if found to be necessary by the City (scored): (max. 100 points)**
 - d. 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.
 - e. The evaluation committee may be made up of the City manager, police chief and lieutenant, community development director, owner's representative, CPC members and other as the City deems appropriate.

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 City's request. A proposer's failure to provide clarification may result in a lower score for the proposal.
4. The City 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 City investigation of proposer qualifications may include inquiry into the proposer's performance of similar services, compliance with specifications and contractual obligations, completion, or delivery of services on schedule, proposer's lawful payment of suppliers, subcontractors, and workers, and other relevant matters.
5. The proposers with the three (3) highest ranking proposals may be invited to interviews; plus, others that are within 10 scoring points of the competitive range. The City expects to conduct interviews per schedule noted in Section C. The City anticipates awarding contracts per schedule noted in Section C.
6. The City may postpone the award or execution of the contract after the announcement of the apparent successful proposer in order to complete the City's investigation.

H. Minority, Women and Emerging Small Business ("MWESB") Participation encouraged

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 City encourages 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.

I. RFP Attachments

1. **Attachment A-** Site layout- New Police Facility aerial
2. **Attachment B-** Company Certification Form
3. **Attachment C-** Company Information/Addendum Receipt
4. **Attachment D-** Proposal Certifications
5. **Attachment E-** Organizational Chart
5. **Attachment F-** Master Schedule

6. **Attachment G- A/E Form Contract- Draft**

Form of contract will be used for any contract issued pursuant to this RFP. The contract includes the draft 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 City Attorney, shall determine if any proposed modifications to the form of Contract are acceptable to the City and that they do not present material risk to the City or increase the City'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 City and to the bidder is ascertained.

Attachment A



Proposed Site for New Molalla Police Facility
1.15 Acres, Former Molalla Bowl, 150 Grange Street, Molalla, OR 97038

Attachment B Company Certification Form

The Proposer makes the following statements and representations as part of the proposal:

CORPORATE HEAD OFFICES

PROPOSER NAME: _____

PROPOSER ADDRESS: _____

EMAIL _____

TELEPHONE: _____

LOCAL OFFICES

(To be used For All Legal and Contractual Correspondence)

PROPOSER NAME: _____

PROPOSER ADDRESS: _____

EMAIL: _____

TELEPHONE: _____

*** Note Firm will need a City of Molalla Business License prior to contract

CORPORATE INFORMATION

1) Federal ID Number (or Social Security Number if not a Corporation) _____

2) How long has the Proposer been in business? Under which names? _____

3) Proposer is a subsidiary of, or is wholly owned by: _____

Attachment C Company Information

GENERAL INFORMATION

1) If a corporation, list the date, state and type of incorporation.

2) If a partnership list names of all partners and declare which have general or limited status.

3) List the number of staff employed in the Proposer's Firm:

4) Has the Proposer been the subject of any legal action as plaintiff or defendant regarding architectural or engineering services during the past 10 years? If yes, describe action and outcome.

ADDENDA ACKNOWLEDGEMENT

The Proposer hereby acknowledges issuance of the following Addenda related to the subject solicitation documents (circle number issued):

/ NONE / 1 / 2 / 3 / 4 / 5 / 6 / 7 / 8 / 9 / 10 /



Attachment D Proposal Certifications

The undersigned hereby submits this **Proposal** to furnish all professional services as indicated and agrees to be bound by the following documents: Request for Proposals and all associated documents, contract and firm's proposal.

CERTIFICATIONS

Non-Collusion

The undersigned Proposer hereby certifies that it, its officers, partners, owners, Providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham Proposal, to refrain from Proposing, to manipulate or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the college.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers or foreknowledge of the prices to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, partners, owners, Providers, representatives, employees or parties in interest, including the affiant.

Conflict Of Interest

The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the Lane Community College Board of Education or college officer, employee, or person, whose salary is payable in whole or in part by Lane Community College, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof.

SIGNATURE BLOCK

Company Name:

Signer's Mailing Address:

Signer's City/State/Zip:

Signer's Telephone Number/email address/website:

Signer's Name (Printed):

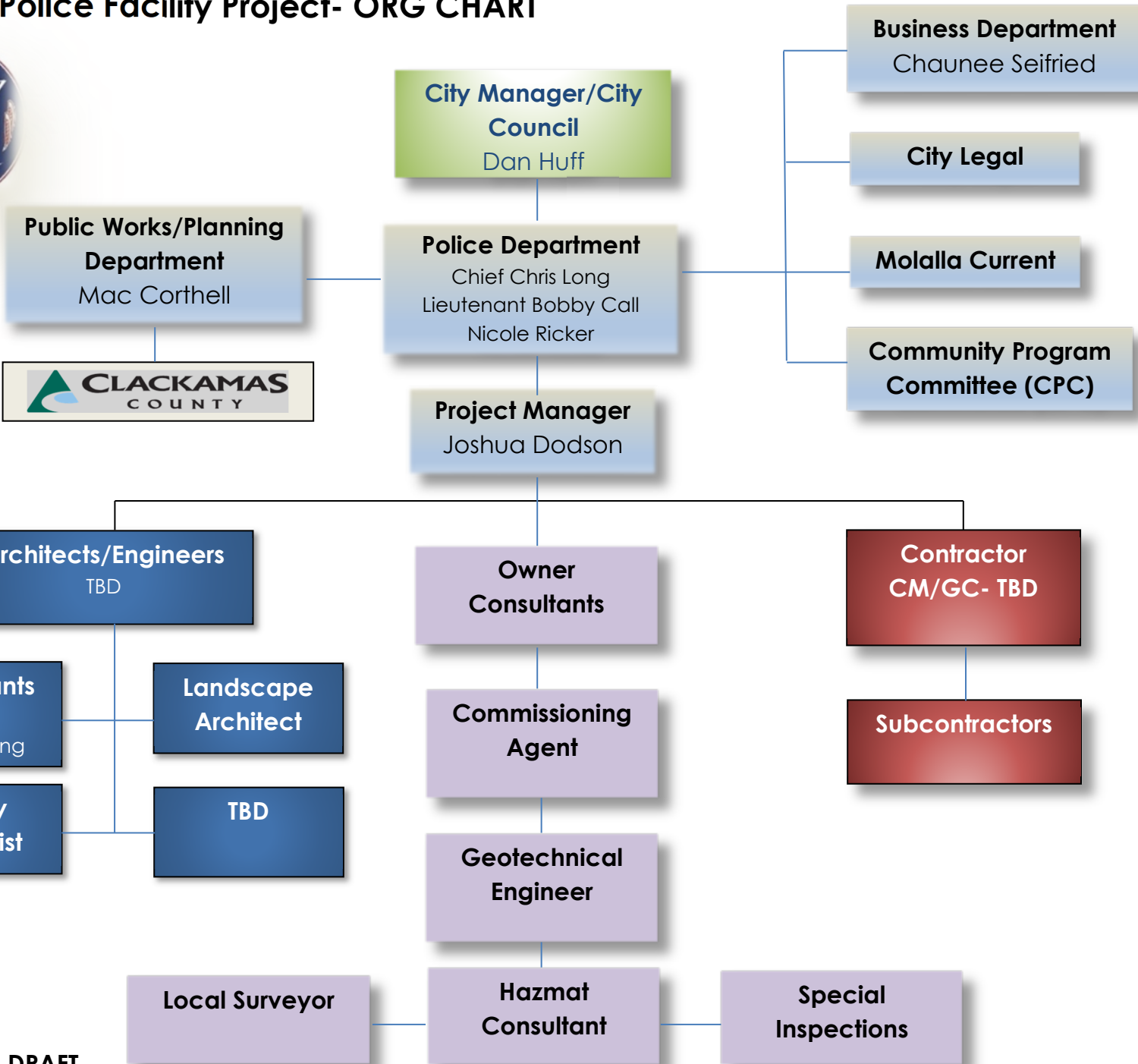
Signer's Title:

Signature:

Date:

ATTACHMENT E

Molalla Police Facility Project- ORG CHART



MPD Schedule



Task Name	Duration	Start	Finish	% Complete	2022				2023				2024			
					Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1 <input type="checkbox"/> New Molalla Police Facility	864d	09/09/21	12/31/24	7%												
2																
3 Bowling alley property acquired	0	09/15/21	09/15/21	100%												
4 Project Funding activities	583d	09/09/21	12/04/23	30%												
5 Hired Owner's Representative	0	02/18/22	02/18/22	100%												
6 GO Bond Development Team	100d	05/02/22	09/16/22													
7																
8 <input type="checkbox"/> Design (AE) Firm Selection	100d	03/18/22	08/04/22	27%												
9 RFP Development	34d	03/18/22	05/04/22	75%												
10 Solicitation of AE	21d	05/12/22	06/09/22													
11 Selection of AE	13d	06/14/22	06/30/22													
12 Council approval of AE firm	20d	07/01/22	07/28/22													
13 Contract Negotiations	5d	07/29/22	08/04/22													
14																
15 <input type="checkbox"/> Design	199d	08/09/22	05/12/23													
16 Programming & Site Survey	20d	08/09/22	09/05/22													
17 Schematic Design (SD)	50d	09/09/22	11/17/22													
18 Design Development (DD)	50d	11/23/22	01/31/23													
19 Construction Documents (CD)	70d	02/06/23	05/12/23													
20																
21 <input type="checkbox"/> Owner Consultants	592d	06/01/22	09/05/24													
22 Geotech Investigation & Report	40d	07/11/22	09/02/22													
23 Geotech Inspection during Construction	108d	03/01/23	07/28/23													
24 HazMat Environmental Consultant	184d	10/03/22	06/15/23													
25 Special Inspections	390d	03/11/23	09/05/24													
26 Communications Team	558d	06/01/22	07/19/24													

Task Name	Duration	Start	Finish	% Complete	2022				2023				2024			
					Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
27 Other	558d	07/13/22	08/30/24													
28																
29 Police Facility CPC (Community Program Committee)	668d	06/10/22	12/31/24													
30																
31 <input type="checkbox"/> Permitting/Conditional Use Process	182d	07/11/22	03/21/23													
32 City Reviews and Approvals	90d	11/16/22	03/21/23													
33 County Review and Approvals	90d	11/16/22	03/21/23													
34 Neighborhood Meetings	120d	07/11/22	12/23/22													
35 Permits (site pkg could be issued TBD)	0	03/01/23	03/01/23													
36																
37 <input type="checkbox"/> CM/GC Contractor	69d	06/06/22	09/08/22													
38 <input type="checkbox"/> Contractor Procurement	69d	06/06/22	09/08/22													
39 <input type="checkbox"/> Exemption Process- Alt. Method	28d	06/06/22	07/13/22													
40 Findings of Fact	5d	06/06/22	06/10/22													
41 Advertise for Public Hearing	14d	06/16/22	07/05/22													
42 Public Hearing	1d	07/13/22	07/13/22													
43 <input type="checkbox"/> CM/GC Solicitation	62d	06/15/22	09/08/22													
44 RFP Development	15d	06/15/22	07/05/22													
45 RFP Issuance	25d	07/06/22	08/09/22													
46 CM/GC Proposals Due	0	08/09/22	08/09/22													
47 Proposal Reviews	10d	08/10/22	08/23/22													
48 Interview Shortlist	2d	08/31/22	09/01/22													
49 Final Selection & Negotiations	5d	09/02/22	09/08/22													
50																
51 <input type="checkbox"/> CM/GC Preconstruction Services (CM)	107d	09/30/22	02/27/23													
52 Value Engineering SD-DD	25d	09/30/22	11/03/22													
53 Early Site Package (EWA #1)	30d	12/05/22	01/13/23													

	Task Name	Duration	Start	Finish	% Complete	2022				2023				2024			
						Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
54	Value Engineer DD-CD	30d	11/04/22	12/15/22													
55	GMP Development and Submission	52d	12/16/22	02/27/23													
56	GMP Approved	0	02/27/23	02/27/23	◆												
57																	
58	- Construction	460d	03/01/23	12/03/24													
59	Mob & Site Work & Demolition/Abatement	75d	03/01/23	06/13/23													
60	Building	275d	06/14/23	07/02/24													
61	Substantial Completion	0	07/02/24	07/02/24	◆												
62	Owner Move In	30d	07/03/24	08/13/24													
63	Punch List	45d	08/14/24	10/15/24													
64	Final Completion/City Acceptance	35d	10/16/24	12/03/24													

Attachment G

CITY OF MOLALLA- NEW POLICE FACILITY STANDARD PROFESSIONAL SERVICES CONTRACT (Architectural, Engineering, Land Surveying and Related Services)

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is between the City of Molalla, by and through its (the "Owner"), and:

Company	_____	Contract #	_____
Address	_____	PCA Project/Phase	_____
City, State Zip	_____		_____
Phone	_____	Fax #	_____

(the "Consultant") (collectively Owner and Consultant are referred to as the "Parties"). This Contract is for all Services related to completion of the project more particularly described as follows (the "Project"):

[NOTE: Insert the common name of the Project, a brief description of the entire Project, the address of the Project. The following completed statement must be provided here if the provisions of Section D.2.03 are included in the contract: "The fixed limit for construction of the Project is \$ _____."/]

This Contract shall become effective on the date that the Contract is fully executed by the Parties and all required City approvals have been obtained (the "Effective Date"). No Services shall be performed prior to the Effective Date. The Contract shall expire, unless otherwise terminated or extended, on _____. Generally, the Services to be performed by Consultant on the Project consist of the following (the "Services"):

[NOTE: Insert a brief, general description of all the services that Consultant will perform on the Project, such as "Programming, design, construction contract administration and warranty services for the Project."/]

The Services are more specifically described in the **EXHIBIT A, Statement of Work**. Owner agrees to pay Consultant a sum not to exceed (\$ _____) for performance of the Services, which shall include all allowable expenses. Progress payments shall be made in accordance with **EXHIBIT B, Consultant Compensation**.

This Contract consists of these introductory provisions and the signature page(s), Section 1-Relationship of the Parties, Section 2-Consultant's Responsibilities; Representations and Warranties, Section 3-Responsibilities of Owner; Special Contract Provisions, Section 4-General Contract Provisions and the following exhibits attached hereto and incorporated herein by this reference:

EXHIBIT A: Statement of Work
EXHIBIT B: Consultant Compensation
EXHIBIT C: Insurance Provisions
EXHIBIT D: Special Contract Provisions

EXHIBIT E: Critical Date Schedule
EXHIBIT F: Rate Schedule
EXHIBIT G: Assumptions and Exclusions

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTERS ADDRESSED HEREIN. THE TERMS OF THIS CONTRACT CANNOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES AND CONTAINING ALL REQUIRED CITY APPROVALS. ANY SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION OR AMENDMENT SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED HEREIN. CONSULTANT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ALL OF THIS CONTRACT'S TERMS AND CONDITIONS. THIS CONTRACT, AND ANY AMENDMENTS TO IT, MAY BE EXECUTED IN COUNTERPARTS (EACH OF WHICH SHALL BE AN ORIGINAL AND ALL OF WHICH SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT) OR IN MULTIPLE ORIGINALS. A FAXED FORM OF THIS CONTRACT OR ANY AMENDMENT THERETO, EXECUTED BY ONE OR MORE OF THE PARTIES, WILL CONSTITUTE A COUNTERPART HEREOF, AS LONG AS THE COUNTERPART BEARING THE PARTY'S ORIGINAL SIGNATURE IS PROMPTLY TRANSMITTED TO THE OTHER PARTY AND RECEIVED BY THAT PARTY FORTHWITH.

Consultant

Name/Title Date

[Insert name of agency here]

Name/Title Date

Approved for Legal Sufficiency
Molalla City Council

Approved by
Name/Title Date

1. RELATIONSHIP OF THE PARTIES

1.1. Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. Consultant's performance of Services shall be as a professional consultant to Owner to carry out the Project and to provide the technical documents and supervision to achieve Owner's Project objectives.

1.2. In administering this Contract, Owner may retain the services of an independent project manager and other consultants as needed to fulfill Owner's objectives.

1.3. Consultant shall provide a list of all sub-consultants which Consultant intends to utilize on the Project (the "Sub-consultants"). This list shall include such information on the qualifications of the Sub-consultants as may be requested by Owner. Owner reserves the right to review the Sub-consultants proposed. Consultant shall not retain a Sub-consultant to which Owner has a reasonable objection.

1.4. Consultant acknowledges that this Contract was awarded on the basis of the unique background and abilities of the key personnel of Consultant and Sub-consultants identified by Consultant (collectively, the "Key Personnel" and individually, the "Key Person"). Therefore, Consultant shall make available Key Personnel as identified in its proposal. Consultant shall provide to Owner a list of the proposed Key Personnel to be assigned to the Project. This list shall include such information on the professional background of each Key Person as may be requested by Owner. If any Key Person becomes unavailable to Consultant, the Parties shall mutually agree upon an appropriate replacement. Without prior notice to, and the written consent of, Owner, Consultant shall not: (i) re-assign or transfer any Key Person to other duties or positions so that the Key Person is unable to fully perform his or her responsibilities under the Contract; (ii) allow any Key Person to delegate to anyone his or her performance of any management authority or other responsibility required under the Contract; or (iii) substitute any Key Person. Any of these actions shall constitute a material breach of the Contract. Consultant shall remove any individual or Sub-consultant from the Project if so directed by Owner in writing following discussion with Consultant, provided that Consultant shall have a reasonable time period within which to find a suitable replacement.

2. CONSULTANT'S RESPONSIBILITIES; REPRESENTATIONS AND WARRANTIES

2.1. Consultant agrees that:

2.1.1. The phrase "Standard of Care" that is used in this Contract is defined as follows: the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions (the "Standard of Care");

2.1.2. Consultant shall perform all Services in accordance

with the Standard of Care;

2.1.3. Consultant shall prepare, in accordance with the Standard of Care, all drawings, specifications, deliverables and other documents so that they accurately reflect, fully comply with and incorporate all applicable laws, rules, and regulations, and so that they are complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of Consultant;

2.1.4. Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, specifications, deliverables and other documents prepared by Consultant at no additional cost to Owner;

2.1.5. Owner's review or acceptance of documents shall not be deemed as approval of the adequacy of the drawings, specifications, deliverables and other documents. Any review or acceptance by Owner will not relieve Consultant of any responsibility for complying with the Standard of Care;

2.1.6. Except as provided in Supplemental Services addressed within **Exhibits A and B**, Consultant shall, at no additional cost to Owner, render assistance to Owner in resolving problems or other issues relating to the Project design or to specified materials;

2.1.7. During the term of the Contract, Consultant shall obtain, hold, maintain and fully pay for all licenses and permits required by law for Consultant to conduct its business and perform the Services. During the term of the Contract, Owner shall pay for and Consultant shall obtain, hold and maintain all licenses and permits required for the Project, unless otherwise specified in the Contract. Consultant shall review the Project site and the nature of the Services and advise Owner throughout the course of the Project as to the necessity of obtaining all Project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses; and

2.1.8. Consultant shall pay all Sub-consultants and other subcontractors as required by Consultant's contracts with those Sub-consultants and subcontractors. Consultant agrees that Owner has no direct or indirect contractual obligation or other legal duty whatsoever to pay the Sub-consultants and other subcontractors of Consultant or otherwise ensure that Consultant makes full and timely payment to those Sub-consultants and subcontractors for services performed on the Project.

2.2. Consultant represents and warrants to Owner that:

2.2.1. Consultant has the power and authority to enter into and perform this Contract; the persons executing this Contract on behalf of Consultant have the actual authority to bind Consultant to the terms of this Contract;

2.2.2. When executed and delivered, this Contract shall be

a valid and binding obligation of Consultant enforceable in accordance with its terms; the provisions of this Contract do not conflict with or result in a default under any agreement or other instrument binding upon Consultant and do not result in a violation of any law, regulation, court decree or court order or other legal process applicable to Consultant;

2.2.3. Consultant shall, at all times during the term of this Contract, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent;

2.2.4. Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Contract and to design and administer a project having the scope and complexity of the Project;

2.2.5. Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Contract;

2.2.6. Consultant is, or shall become, in a manner consistent with the Standard of Care, familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project;

2.2.7. All Services shall be performed in accordance with the Standard of Care;

2.2.8. The Project, when completed and if constructed in accordance with the intent established by the drawings, specifications, deliverables and other documents prepared by Consultant pursuant to this Contract, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended; and

2.2.9. The published specifications of the "Automated Systems" that Consultant has specified, designated and planned pursuant to this Contract conform to the Contract requirements. For the purposes of this subsection, "Automated Systems" shall mean any computers, software, firmware, HVAC systems, elevators, electrical systems, fire or life safety systems, security systems and any other electrical, mechanized or computerized devices serving the Project.

2.3. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Contract or at law.

3. RESPONSIBILITIES OF OWNER; SPECIAL CONTRACT PROVISIONS

Owner's responsibilities under this Contract, and certain additional responsibilities of Consultant, are set forth in **Exhibit D-Special Contract Provisions**.

4. GENERAL CONTRACT PROVISIONS

4.1. Contract Performance. Consultant shall at all times perform the Services diligently and without delay and shall punctually fulfill all Contract requirements consistent with the schedule for the performance of Services set forth in **Exhibits A and E**. Expiration or termination of the Contract shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance. **Time is of the essence in the performance of this Contract.**

4.2. Access to Records. For not less than three (3) years after the Contract's expiration or termination, Owner, the Secretary of State's Office of the City, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Consultant and the Sub-consultants which pertain to the Contract for the purpose of making audits, examination, excerpts, and transcripts. If, for any reason, any part of this Contract, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Consultant shall provide Owner and the other entities referenced above with full access to these records in preparation for and during litigation.

4.3. Funds Available and Authorized. Owner reasonably believes as of the Effective Date that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within Owner's appropriation or limitation. Consultant understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current biennium is contingent on Owner receiving from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

4.4. Insurance. Consultant shall maintain in effect for the duration of this Contract, or any other time periods required herein, the insurance set forth in **Exhibit C-Insurance Provisions**.

4.5 Indemnity.

4.5.1. CLAIMS FOR OTHER THAN PROFESSIONAL LIABILITY. CONSULTANT SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE CITY AND OWNER, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE RESULTING FROM OR

ARISING OUT OF THE ACTS OR OMISSIONS OF CONSULTANT OR ITS SUB-CONSULTANTS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES UNDER THIS CONTRACT.

4.5.2. CLAIMS FOR PROFESSIONAL LIABILITY. CONSULTANT SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE CITY AND OWNER, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE ARISING OUT OF THE PROFESSIONALLY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT OR ITS SUB-CONSULTANTS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS CONTRACT.

4.5.3. Owner Defense Requirements. Notwithstanding the obligations under Sections 4.5.1 and 4.5.2, neither Consultant nor any attorney engaged by Consultant shall defend any claim in the name of the City or any agency of the City, nor purport to act as legal representative of the City or any of its agencies, without the prior written consent of the City Attorney. Owner may, at any time and at its election, assume its own defense and settlement of any claims in the event that: it determines that Consultant is prohibited from defending the City; Consultant is not adequately defending the City's interests; an important governmental principle is at issue; or it is in the best interests of the City to do so. The City reserves all rights to pursue any claims it may have against Consultant if the City elects to assume its own defense.

4.5.4. Owner's Actions. This Section 4.5 does not include indemnification by Consultant of the City or Owner or their officers, agents, and employees, for the acts or omissions of the City, Owner or their officers, agents, and employees, whether within the scope of the Contract or otherwise.

4.6. Consultant's Status.

4.6.1. Consultant shall perform all Services as an independent contractor. Although Owner reserves the right to set the delivery schedule for the Services to be performed and to evaluate the quality of the completed performance, Owner cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant, Consultant's employees and the Sub-consultants are not "officers, employees, or agents" of the City or Owner, as those terms are used in ORS 30.265.

4.6.2. Consultant shall not have control or charge of, and shall not be responsible for, the acts or omissions of other consultants or contractors under contract with Owner who are performing services or construction work on the Project. However, this provision does not in any way change Consultant's professional responsibility to report to

Owner any information, including information on the performance of consultants or contractors outside the control or charge of Consultant, concerning activities or conditions that have or could have an adverse effect on Owner or the Project.

4.6.3. Consultant is not a contributing member of the Public Employee's Retirement System and will be responsible for any federal, state or other taxes applicable to any compensation or payments paid to Consultant under this Contract. Consultant will not be eligible for any benefits from any payments made under this Contract for federal Social Security, unemployment insurance, or worker's compensation, except as a self-employed individual. If any payment under this Contract is to be charged against federal funds, Consultant certifies that it is not currently employed by the federal government.

4.7. Successors & Assignments. The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. After the original Contract is executed, Consultant shall not enter into any Sub-consultant agreements for any of the Services or assign or transfer any of its interest in this Contract, without the prior written consent of Owner.

4.8. Compliance with Applicable Law. Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Services. Owner's performance under this Contract is conditioned upon Consultant's compliance with the provisions of ORS 279C.505, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference. Consultant, the Sub-consultants, if any, and all employers providing Services, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017.

4.9. Governing Law; Jurisdiction; Venue. This Contract shall be governed by and construed in accordance with the laws of the City without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Owner and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the City; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this "Governing Law; Jurisdiction; Venue" section be construed as a waiver by the City of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

4.10. Tax Compliance Certification.

4.10.1. By signature on this Contract, the undersigned

certifies under penalty of perjury that the undersigned is authorized to act on behalf of Consultant and that Consultant is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

4.10.2. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

4.11. Severability. The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

4.12. Force Majeure. Neither party shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to fire, riot, acts of God, terrorist acts or war where such cause was beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

4.13. Waiver. The failure of Owner to enforce any provision of this Contract shall not constitute a waiver by Owner of that or any other provision.

4.14. Third Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against Owner or Consultant. Consultant's Services under this Contract shall be performed solely for Owner's benefit and no other entity or person shall have any claim against Consultant because of this Contract for the performance or nonperformance of Services hereunder.

4.15. Ownership of Work Product; Confidentiality.

4.15.1. Definitions. As used in this Contract, the following terms have the meanings set forth below:

a. "Consultant Intellectual Property" means any intellectual property that is owned by Consultant and developed independently from this Contract and that is applicable to the Services or included in the Work Product.

b. "Third Party Intellectual Property" means any intellectual property that is owned by parties other than

Owner or Consultant and that is applicable to the Services or included in the Work Product.

c. "Work Product" means the Services Consultant delivers or is required to deliver to Owner under this Contract. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

4.15.2. Work Product. Except as provided in Sections 4.15.3 and 4.15.4, all Work Product created by Consultant pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of Owner. Owner and Consultant agree that such original works of authorship are "work made for hire" of which Owner is the author within the meaning of the United States Copyright Act. To the extent that Owner is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to Owner any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Owner's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Owner. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

4.15.3. Consultant Intellectual Property. In the event that Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use Consultant Intellectual Property, for the purposes described in this Contract.

4.15.4. Third Party Intellectual Property. In the event that Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on Owner's behalf and in the name of Owner, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.

4.15.5. Consultant Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant

hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of Owner to authorize contractors, consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Contract.

4.15.6. Third Party Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Consultant shall secure on Owner's behalf and in the name of Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, including the right to authorize contractors, consultants and others to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, for the purposes described in this Contract.

4.15.7. Limited Owner Indemnity. To the extent permitted by the Oregon Constitution, Article XI, Section 7, and by the Oregon Tort Claims Act, ORS 30.260 through 30.397, Consultant shall be indemnified and held harmless by Owner from liability arising out of re-use or alteration of the Work Product by Owner which was not specifically contemplated and agreed to by the Parties in this Contract or under separate contract.

4.15.8. Consultant Use of Work Product. Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

4.15.9. Confidential Information. Consultant acknowledges that it or its employees, Sub-consultants, subcontractors or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of Owner or Owner's clients. Any and all information provided by Owner and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-consultants, subcontractors or agents in the performance of this Contract shall be deemed to be confidential information of Owner ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that Owner designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by Owner to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of

its disclosure under this Contract; (d) is obtained from a source other than Owner without the obligation of confidentiality; (e) is disclosed with the written consent of Owner; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

4.15.10. Non-Disclosure. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to Owner under this Contract, and to advise each of its employees, Sub-consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist Owner in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise Owner immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Consultant will at its expense cooperate with Owner in seeking injunctive or other equitable relief in the name of Owner or Consultant against any such person. Consultant agrees that, except as directed by Owner, Consultant will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at Owner's request, Consultant will turn over to Owner all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

4.15.11. Injunctive Relief. Consultant acknowledges that breach of this **Section 4.15**, including disclosure of any Confidential Information, will give rise to irreparable injury to Owner that is inadequately compensable in damages. Accordingly, Owner may seek and obtain injunctive relief against the breach or threatened breach of this **Section 4.15**, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Owner and are reasonable in scope and content.

4.15.12. Publicity. Consultant agrees that news releases and other publicity relating to the subject of this Contract will be made only with the prior written consent of Owner.

4.15.13. Security. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of Owner when using, having access to, or creating systems for any of Owner's computers, data, systems, personnel, or other information resources.

4.16. Termination.

4.16.1. Parties Right to Terminate by Agreement. This Contract may be terminated at any time, in whole or in part, by written mutual consent of the Parties.

4.16.2. Owner's Right to Terminate for Convenience. Owner may, at its sole discretion, terminate this Contract, in whole or in part, by written notice to Consultant specifying the termination date of the Contract.

4.16.3. Owner's Right to Terminate for Cause. Owner may terminate this Contract immediately, in whole or in part, upon written notice to Consultant, or such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

4.16.3.1. Owner lacks lawful funding, appropriations, limitations or other expenditure authority at levels sufficient to allow Owner, in the exercise of its reasonable discretion, to pay for Consultant's Services;

4.16.3.2. Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Contract are prohibited or Owner is prohibited from paying for such Services from the planned funding source;

4.16.3.3. Consultant no longer holds all licenses or certificates that are required to perform the Services; or

4.16.3.4. Consultant fails to provide Services within the times specified or allowed under this Contract; fails to perform any of the provisions of this Contract; or so fails to perform the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Owner, does not correct such failures within the time that Owner specifies (which shall not be less than 10 calendar days, except in the case of emergency).

4.16.4. Cessation of Services. Upon receiving a notice of termination, and except as otherwise directed in writing by Owner, Consultant shall immediately cease all activities related to the Services or the Project.

4.16.5. Consultant's Right to Terminate for Cause.

4.16.5.1. Consultant may terminate this Contract if Owner fails to pay Consultant pursuant to this Contract, provided that Owner has failed to make such payment to Consultant within forty-five (45) calendar days after receiving written notice from Consultant of such failure.

4.16.5.2. Consultant may terminate this Contract, for reasons other than non-payment, if Owner commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform under the Contract within the time specified, or so fails to perform as to endanger Consultant's performance under this Contract, and such breach, default or failure is

not cured within thirty (30) calendar days after delivery of Consultant's notice, or such longer period as Consultant may specify in such notice.

4.16.6. Delivery of Work Product/Retained Remedies of Owner. As directed by Owner, Consultant shall, upon termination, promptly deliver to Owner all documents, information, works in progress and other property that are deliverables or would be deliverables if the Contract had been completed. By Consultant's signature on this Contract, Consultant allows Owner to use Work Product and other property for Owner's intended use. The rights and remedies of Owner provided in this **Section 4.16** are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

4.16.7. Payment upon Termination.

4.16.7.1. In the event of termination pursuant to **Sections 4.16.1, 4.16.2, 4.16.3.1, 4.16.3.2** or **4.16.5**, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by Owner plus Consultant's reasonable Contract close-out costs, less previous amounts paid and any claim(s) which Owner has against Consultant, except in the event of a termination under **Section 4.16.3.1**, where no payment will be due and payable for Services performed or costs incurred after the last day of the current biennium, consistent with **Section 4.3**. Within thirty (30) days after termination, Consultant shall submit an itemized invoice for all un-reimbursed Services completed before termination and all Contract close-out costs actually incurred by Consultant. Owner shall not be obligated to pay for any such costs invoiced to and received by Owner later than thirty (30) days after termination. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall promptly refund any excess amount upon demand.

4.16.7.2. In the event of termination pursuant to **Sections 4.16.3.3** or **4.16.3.4**, Owner shall have any remedy available to it in law or equity. Such remedies may be pursued separately, collectively or in any order whatsoever. If it is determined for any reason that Consultant was not in default under **Sections 4.16.3.3** or **4.16.3.4**, the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to **Section 4.16.2**.

4.17. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the City as of the Effective Date, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State's Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the City prior to executing this Contract.

4.18. Notice. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be

given in writing by personal delivery, facsimile, or mail, postage prepaid, to Consultant or Owner at the address or number set forth on **Exhibit A**, or to such other address or number as either party may provide pursuant to this "Notice" section. Any notice delivered by mail shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a receipt of the transmission. To be effective against Owner, any facsimile communication or notice must be confirmed by telephone notice to Owner's Representative for the Project as indicated in **Exhibit A** and shall not be deemed to be given until such confirmation is completed. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission.

4.19. Media Contacts; Confidentiality. Consultant shall provide no news release, press release, or any other statement to a member of the news media regarding this Project, without Owner's prior written authorization.

4.20. Conflict of Interest. Except with Owner's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear to, compromise Consultant's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

Exhibits A through G are attached.

CITY
STANDARD PROFESSIONAL SERVICES CONTRACT
EXHIBIT A
STATEMENT OF WORK

[ATTENTION USERS: This Exhibit A is drafted for a new building construction project, with complete phases for most aspects of such a project; this Statement of Work should be reviewed carefully and revised as necessary to fit the particular project and Services addressed in this Contract; certain terms and conditions may need to be removed or revised, or additional terms and conditions added to accurately describe the Services to be performed by Consultant.

Owner and Consultant agree that the following Services shall be provided by Consultant for the design and construction administration of the Project. The completed Project is intended to be a functional structure and improved site that can be legally occupied and fully used for the intended functions as constructed. For purposes of this Contract, “Basic Services” are those Services described in Phases 1 through 6 of this **Exhibit A**, “Supplemental Services” are those Services described in Phase 7 of this **Exhibit A**, and “Reimbursable Expenses” are those expenses described in Section B.2 of **Exhibit B-Consultant Compensation**, and further defined in Section B.1.03 of **Exhibit B**.

PROJECT DESCRIPTION: (**NOTE:** Insert a general, more detailed description of the Project)

PROJECT PHILOSOPHY: Consultant shall perform professional services for the design of the Project to obtain the greatest long-term value for the City of Molalla, and to result in the prudent expenditure of public funds within the constraints of the Project program, context, and budget. In pursuing these goals, Consultant, with Owner's assistance, shall:

- a. Perform Services which are appropriate for the context of the Project and the nature of its function, both present and future.
- b. Avoid expenditures for aesthetic effect which are disproportionate when compared to the additional benefit to the Project as a whole.
- c. Help assure the Project is completed on time and within budget.
- d. Strive to reduce the construction cost of the Project while keeping life-cycle costs low.
- e. Apprise Owner throughout the Project concerning the economic impact of all design decisions.
- f. Document all Project requirements and verify, to Owner’s satisfaction, that requirements are included in the Construction Documents.
- g. Reduce the number of toxic chemicals used on the Project in specified products, like those indicated on the Oregon DEQ Toxics Focus List, in compliance with the Oregon Department of Administrative Services (“CITY”) Green Chemistry Procurement Guidelines” policy number 107-009-0080-PO.
- h. Comply with the CITY “Sustainability Facility Standards and Guidelines” policy number 125-6-010.
- i. Prepare a comprehensive State Energy Efficiency Design (“SEED”) analysis of the Project, provide all documentation required for a SEED Award to Owner for the Project and provide all other Services for the Project that are required under the SEED Program of the City Department of Energy, consistent with the requirements of ORS 276.900 through 276.915 and OAR 330-130-0010 through 330-130-0080, that are applicable to the particular phases of Services. When completed, the Project shall exceed the State Building Code requirements for energy efficiency by 20% or more, and shall be a “model of energy efficiency” as that term is described in the above-referenced administrative rules.
- j. As directed by Owner, provide all documentation necessary to incorporate appropriate green energy technology in the Project that meets the requirements of ORS 279C.527 and 279C.528 and the City Department of Energy.

Representatives of the Parties for this Contract and the Project are:

Consultant: _____ **Telephone:** _____

Owner: _____ **Telephone:** _____

The Services that Consultant shall perform for each phase of the Project are described below:

A.1 PHASE 1 - BASIC SERVICES - PROGRAMMING SERVICES

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

- A.1.01 PROGRAMMING Services. Consultant shall confirm and refine the program information already developed for the Project, detailing the space needs, dimensions, interrelationships, and special requirements such as telecommunications systems, access control, standby power and security for each area of the new facility. Consultant shall gather information from Owner and Project stakeholders to identify requirements, problems, issues, expectations and concerns, as well as Project goals. The programming information developed by Consultant shall include, but is not limited to, a list of spaces, their sizes, activities, hours of use, finishes, equipment, furniture and systems, and a brief narrative describing the relationship between spaces. Consultant shall prepare a refined program report, in an 8 1/2" X 11" format and with any drawings attached and in an 11" X 17" format, for presentation to and approval by Owner.
- A.1.02 SITE DEVELOPMENT PLANNING Services. Consultant shall provide preliminary site development planning Services including, but not limited to, providing an executive summary, a building analysis, and a comparative evaluation of conceptual site development designs, based on: land utilization; structures placement; facilities development; movement systems, circulation and parking; utilities and Project description; preliminary systems descriptions; code review; master plan provisions; Owner requirements; subsurface conditions; ecological requirements; and landscape concepts.
- A.1.03 NEEDS ANALYSIS Services. Consultant shall gather information from Owner and Project stakeholders to identify requirements, problems, issues, expectations, concerns, as well as Project goals. The programming information shall include but is not limited to a list of spaces, their sizes, activities, hours of use, finishes, equipment, furniture and systems, and a brief narrative describing the relationship between spaces.
- A.1.04 ARCHITECTURAL SPACE PLANNING Services. Consultant shall analyze space utilization needs and assessments in accordance with CITY "Space Standards" requirements. (These can be reviewed at: <http://www.City.state.or.us/CITY/FAC/index.shtml> under 'Policies' or will be provided by Owner to Consultant upon request.) Consultant shall provide diagrams showing functional relationships of the various program areas of the Project. Consultant shall provide an efficiency analysis of the programmed space needs. Consultant shall work with Owner and comply with current CITY Policy.
- A.1.05 ON-SITE UTILITY STUDIES Services. Consultant shall establish requirements and prepare initial designs for on-site utilities required for the Project.
- A.1.06 OFF-SITE UTILITY STUDIES Services. Consultant shall determine the requirements for Project connections to required utilities.
- A.1.07 STATEMENT OF PROBABLE CONSTRUCTION COST Services. Consultant shall develop a probable construction cost range, +/- 20%, for the Project (the "Programming Design Phase Statement of Probable Construction Cost") based on the most recent programming information. Consultant shall arrange the costs of constituent elements in the "Construction Specification Institute" ("CSI") format and shall include the costs of systems, assemblies, and functional areas.
- A.1.08 GREEN ENERGY REQUIREMENT Services. Consultant shall establish criteria and design elements to incorporate appropriate green energy technology in the Project that meets the requirements of ORS 279C.527 and 279C.528 and the rules of the City Department of Energy (1.5% for green energy technology in public building construction contracts).

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

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

- A.2.01 ARCHITECTURAL DESIGN/DOCUMENTATION Services. Consultant shall respond to program requirements and prepare: conceptual building plans; preliminary sections and elevations; and development of approximate dimensions, areas and volumes. These Services shall also include the following:
- a. Single-line drawings showing complete building layout, identifying the various major areas, core areas and their relationships.
 - b. Identification of all proposed finishes (includes all exterior surfaces, doors and windows).
- A.2.02 STRUCTURAL DESIGN/DOCUMENTATION Services. Consultant shall recommend basic structural materials and systems, analyses, and develop conceptual design solutions for a primary structural system and alternate structural systems. These Services shall also include the following:
- a. Structural systems layout with overall dimensions and floor elevations. Identification of structural system (pre-cast, structural steel with composite deck, structural steel with bar joists, etc.).
 - b. Identification of foundation requirements (fill requirements, piles, caissons, spread footings, etc.).
- A.2.03 MECHANICAL DESIGN/DOCUMENTATION Services. Consultant shall consider alternate materials, systems and equipment and develop conceptual design solutions for: energy sources; energy conservation; heating and ventilating; air conditioning; plumbing; fire protection; and general space requirements necessary to allow for installation and utilization. These Services shall also include the following:
- a. Block heating, ventilating and cooling load calculations including envelope and internal loads.
 - b. Minimum of two HVAC systems that appear compatible with loading conditions for subsequent life-cycle costing.
 - c. Single-line drawings of all mechanical equipment spaces, duct chases and pipe chases.
 - d. Location of all major equipment in allocated spaces.
- A.2.04 ELECTRICAL DESIGN/DOCUMENTATION Services. Consultant shall respond to program requirements, recommend basic electrical materials and systems, analyses, and develop conceptual design solutions for: lighting; electrical; security and telecommunications systems. These Services shall also include the following:
- a. An illumination plan showing estimated quantity of light from all sources and for all areas. Incorporation of daylight strategies to minimize artificial lighting. Recommendations for types and quantities of fixtures to be used.
 - b. Major electrical equipment roughly scheduled indicating size and capacity.
 - c. Complete preliminary one-line electrical distribution diagrams with indications of final location of service entry, switchboards, motor control centers, panels, transformers, and onsite power generator.
 - d. Legend showing all symbols used on drawings.
- A.2.05 CIVIL DESIGN/DOCUMENTATION Services. Consultant shall consider alternate materials and systems and develop conceptual design solutions for on-site utility systems and fire protection systems.
- A.2.06 MATERIALS RESEARCH/SPECIFICATIONS Services. Consultant shall: identify potential architectural materials, systems and equipment, including their criteria and quality standards, which are consistent with the conceptual design; investigate availability and suitability of alternative architectural materials, systems and equipment; and coordinate similar activities of other disciplines. Consultant shall include research for less toxic materials that provide safer alternatives for people and the building environment.
- A.2.07 INTERIOR DESIGN Services. From the approved "Needs Analysis," Consultant shall provide interior space planning based on functional relationships, CITY policy, code requirements, finishes, colors, systems, furniture and equipment. Consultant shall integrate interior space planning with conceptual design solutions for architectural, structural, mechanical, electrical and equipment requirements in order to establish an integrated design approach for a fully functional and coordinated building environment. Consultant shall obtain design input from Owner. The space plan shall include the number and location of all workstations and office layouts, loose furniture, special equipment, high density filing systems, and other rooms. Consultant shall perform these Services within the constraints of the proposed furniture system, taking into account panel dimensions and standards to provide basic workstation layouts that provide block dimensions.
- A.2.08 PROJECT DEVELOPMENT SCHEDULING Services. Consultant shall update the Critical Date Schedule as previously established.
- A.2.09 STATEMENT OF PROBABLE CONSTRUCTION COST Services. Consultant shall develop a probable construction cost range, +/- 15%, for the Project (the "Schematic Design Phase Statement of Probable Construction Cost") based on the most recent schematic design studies, current area, volume, or other unit costs, and expected Project contingencies and consistent with the construction cost budget.
- A.2.10 COMMISSIONING PROCESS INTEGRATION Services. Consultant shall coordinate those activities directly related to the commissioning of the building at the Project. These Services include working with the commissioning agent (the "CA") in the development of a clearly defined design intent for the Project building and its systems.

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

- A.2.11 ENERGY EFFICIENCY DESIGN Services. Consultant shall provide: the Services performed during phases A.1 through A.6 which are related to the preparation of a comprehensive SEED analysis of the Project; all documentation required for a SEED “award” to Owner for the Project; and all other Services for the Project that are required under the SEED program. These Services shall be provided consistent with the requirements of ORS 276.900 through 276.915 and OAR 330-130-0010 through 330-130-0080 that are applicable to this phase of Services. When completed, the Project must exceed the State Building Code requirements for energy efficiency by 20% or more, and shall be a “model of energy efficiency” as that term is described in the above-referenced administrative rules.
- A.2.12 FINE ARTS AND CRAFTS Services. Consultant shall comply with the 1% for Art Program, pursuant to ORS 276.073-276.090 as it is related to acquisition of fine arts or crafts to be part of the Project and shall consult on the selection, commissioning and implementation of those fine arts or crafts.
NOTE: Fine Arts and Crafts Services do not apply to projects when construction cost is less than \$100K or if certain other circumstances are present.
- A.2.13 GREEN ENERGY REQUIREMENT Services. Consultant shall refine the green energy technology criteria and design elements consistent with the requirements of ORS 279C.527 and 279C.528 and the rules of the City Department of Energy (1.5% for green energy technology in public building construction contracts).

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

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

- A.3.01 ARCHITECTURAL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand architectural Schematic Design Documents to establish the scope, relationship, forms, size and appearance of the Project through: plans, sections and elevations; typical construction details; and equipment layouts. These Services shall also include the following:
- a. Floor plans with final room locations including all openings.
 - b. Building sections showing coordination and relationship between components.
 - c. Wall sections showing final dimensional relationships, materials and component relationships.
 - d. Identification of all fixed and loose equipment to be installed.
 - e. Finish schedule identifying all finishes.
 - f. Door and hardware schedule showing final quantity plus type and quality levels.
 - g. Site plan, including grading and drainage.
 - h. Preliminary development of details and large-scale blow-ups.
 - i. Legend showing all symbols used on the drawings.
 - j. Outline specifications, in accordance with the CSI standards.
 - k. Reflected ceiling development including ceiling grid and all devices that penetrate ceiling (i.e., light fixtures, sensors, sprinkler heads, ceiling register or diffusers, etc.).
- A.3.02 STRUCTURAL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop the specific structural system(s) and Schematic Design Documents in sufficient detail to establish: basic structural system and dimensions; final structural design criteria; foundation design criteria; preliminary sizing of additional major structural components; critical coordination clearances; and outline specifications or materials lists. These Services shall also include the following:
- a. Plan drawings with all structural members located and sized.
 - b. Footing, beam, column and connection schedules.
 - c. Final building elevations.
 - d. Outline specifications.
 - e. Foundation drawings.

- A.3.03 MECHANICAL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand mechanical Schematic Design Documents and develop outline specifications or materials lists to establish: approximate equipment sizes and capabilities; preliminary equipment layouts; required space for equipment; required chases and clearances; acoustical and vibration control; visual impacts; and energy conservation measures. These Services also include the following:
- a. Heating and cooling load calculations for each space and major duct or pipe runs sized to interface with structural elements.
 - b. Major mechanical equipment scheduled indicating size and capacity.
 - c. Duct work and piping systems substantially located and sized.
 - d. Devices in ceiling located.
 - e. Legend showing all symbols used on the drawings.
 - f. Outline specifications.
- A.3.04 ELECTRICAL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand electrical Schematic Design Documents and develop outline specifications or materials lists to establish: criteria for lighting, electrical, security and telecommunications systems; approximate sizes and capacities of major components; preliminary equipment layouts; required space for equipment; and required chases and clearances. These Services also include the following:
- a. All power consuming equipment and load characteristics.
 - b. Total electrical load.
 - c. Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.
 - d. Complete preliminary site lighting design.
 - e. Outline specifications.
 - f. Lighting, power, telecommunications and office automation devices and receptacles shown on the plan.
 - g. Final light fixture schedule.
 - h. Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment, and any other special use areas.
- A.3.05 CIVIL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand civil Schematic Design Documents and develop outline specifications or materials lists to establish the final scope and preliminary details for on-site engineering services.
- A.3.06 LANDSCAPE DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand landscape Schematic Design Documents and develop outline specifications or materials lists to establish final scope and preliminary details for landscape work.
- A.3.07 MATERIALS RESEARCH/SPECIFICATIONS Services. Consultant shall: prepare for Owner's approval the proposed Special Conditions of the construction contract (the "Construction Contract"); develop architectural outline specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment and their criteria and quality standards; coordinate similar activities of other disciplines; produce a design manual, including design criteria and outline specifications or materials lists. Where applicable, Consultant shall include: less toxic materials specifications or materials lists reviewed by third-party certification programs; safer products which are already commercially available to the extent that is practical; safer options that also limit premium costs and overall lifecycle costs.
- A.3.08 INTERIOR DESIGN/DOCUMENTATION Services. Consultant shall further develop and coordinate the approved schematic interior space plan based on functional relationships, CITY policy, code requirements, finishes, colors, systems and equipment. Consultant shall develop conceptual design solutions that are coordinated with architectural, structural, mechanical, electrical and equipment requirements and dimensions in order to establish an integrated design approach for a fully functional building. Consultant's coordination Services shall include verification of the building layout with the selected furniture system. Consultant shall provide workstation layout including low voltage ports, service voltage, special equipment, and panel feeds.
- A.3.09 PROJECT DEVELOPMENT SCHEDULING Services. Consultant shall review and update previously established schedules for the Project.
- A.3.10 STATEMENT OF PROBABLE CONSTRUCTION COST Services. Consultant shall update and refine the Schematic Design Phase Statement of Probable Construction Cost of the Project as it is related to the construction cost budget and taking into consideration: availability of materials and labor; Project delivery procedures; construction sequencing and scheduling; changes in scope of the Project; and adjustments in quality standards. Completion of these Services shall result in the "Design Development Phase Statement of Probable Construction Cost."

- A.3.11 VALUE ENGINEERING Services. Consultant shall lead a review team during the design development phase of the Project. Consultant shall provide an intensive analysis of the entire Project.
- A.3.12 COMMISSIONING PROCESS INTEGRATION Services. Consultant shall provide Services to coordinate those activities directly related to the commissioning of the building at the Project. These Services include working with the CA to develop a clearly defined design intent for the Project building and its systems. Consultant shall review and respond to all CA input provided throughout the Project. Consultant shall collaborate with the CA and provide specifications that list and describe the Contractor's duties in the commissioning processes.
- A.3.13 ENERGY EFFICIENCY DESIGN SERVICES. Consultant shall provide: the Services performed during phases A.1 through A.6 which are related to the preparation of a comprehensive SEED analysis of the Project; all documentation required for a SEED "award" to Owner for the Project; and all other Services for the Project that are required under the SEED program. These Services shall be provided consistent with the requirements of ORS 276.900 through 276.915 and OAR 330-130-0010 through 330-130-0080 that are applicable to this phase of Services. When completed, the Project must exceed the State Building Code requirements for energy efficiency by 20% or more, and shall be a "model of energy efficiency" as that term is described in the above-referenced administrative rules.
- A.3.14 FINE ARTS AND CRAFTS SERVICES. Consultant shall comply with the 1% for Art Program, pursuant to ORS 276.073-276.090) as it is related to acquisition of fine arts or crafts to be part of the Project and shall consult on the selection, commissioning and implementation of those fine arts or crafts.
NOTE: Fine Arts and Crafts Services do not apply to projects when construction cost is less than \$100K or if certain other circumstances are present.
- A.3.15 GREEN ENERGY REQUIREMENT Services. Consultant shall document the green energy technology design elements used to meet the requirements of ORS 279C.527 and 279C.528 and the rules of the City Department of Energy (1.5% for green energy technology in public building construction contracts).

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

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

- A.4.01 Upon written authorization from Owner to proceed, Consultant shall prepare, from the approved Design Development Documents, working drawings and specifications setting forth in detail the requirements for the construction of the entire Project. Additional requirements of the documents are:
- a. Owner shall provide the General and Supplemental General Conditions of the Construction Contract, which Consultant shall incorporate into the Construction Documents.
 - b. Complete specifications shall be prepared using the Construction Specifications Institute's 3-part and 16-division format.
 - c. Consultant shall provide Owner with in-progress Construction Documents as needed during development of this phase.
 - d. After review and approval of the 100% complete draft Construction Documents by Owner, Consultant shall continue with preparation of the final documents, including final specifications for all authorized work on the Project, and shall incorporate in those final documents the comments and any modifications or changes desired by Owner, any modifications required for compliance with all applicable codes, regulations or standards, and the approved program or prior written approvals and instructions of Owner. The resulting final Construction Document submittal shall be a complete, fully coordinated, integrated package, suitable for bidding distribution, without any significant addenda or further clarifications required.
- A.4.02 ARCHITECTURAL DESIGN/DOCUMENTATION Services. Consultant shall prepare drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.
- A.4.03 STRUCTURAL DESIGN/DOCUMENTATION Services. Consultant shall prepare final structural engineering calculations; drawings, and specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.
- A.4.04 MECHANICAL DESIGN/DOCUMENTATION Services. Consultant shall prepare final mechanical engineering calculations, drawings, and specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

- A.4.05 ELECTRICAL DESIGN/DOCUMENTATION Services. Consultant shall prepare final electrical engineering calculations, drawings, and specification based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.
- A.4.06 CIVIL DESIGN/DOCUMENTATION Services. Consultant shall prepare final civil engineering calculations, drawings, and specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements.
- A.4.07 LANDSCAPE DESIGN/DOCUMENTATION Services. Consultant shall prepare drawings and specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project.
- A.4.08 MATERIALS RESEARCH/SPECIFICATIONS Services. Consultant's in-house architectural personnel shall: assist Owner in development and preparation of: bidding documents which describe the time, place, and conditions of bidding; bidding forms; and architectural specifications describing materials, systems, and equipment; workmanship; quality and performance criteria required for the construction of the Project (the "Bidding Documents"). These personnel shall also coordinate the development of specifications by other disciplines and compile the Project Manual, including conditions of the contract, Bidding Documents and specifications.
- A.4.09 PROJECT DEVELOPMENT SCHEDULING Services. Consultant shall review and update previously established schedules for the Project.
- A.4.10 STATEMENT OF PROBABLE CONSTRUCTION COST Services. Consultant shall update and refine the Design Development Phase Statement of Probable Construction Cost of the Project related to the construction cost budget and shall take into consideration: availability of materials and labor; Project delivery; procedures; construction sequencing, and scheduling; changes in scope of the Project; and adjustments in quality standards. Completion of these Services shall result in the "Construction Documents Phase Statement of Probable Construction Cost."
- A.4.11 ALL SPECIFIED ITEMS SHALL BE STANDARD, cataloged, manufactured items or "off the shelf" items. No custom items shall be designed or specified without prior written authorization of Owner. No proprietary or "sole source" items shall be specified. Brand name products may be specified so long as "approved equal" is included with their specification, if there is no other practical method of specification.
- A.4.12 RECYCLED PRODUCTS SHALL BE USED where they are economically feasible. Consultant shall give preference to materials and supplies manufactured from recycled materials under the following conditions:
- a. The recycled product is available;
 - b. The recycled product meets applicable standards;
 - c. The recycled product can be substituted for a comparable non-recycled product; and
 - d. Recycled product costs do not exceed the costs of non-recycled products by more than five percent.
- A.4.13 INTERIOR DESIGN/DOCUMENTATION Services. Consultant shall further develop and coordinate the space plan based on approval by Owner of the Design Development Documents. Consultant shall consult and coordinate with Owner to develop the detailed drawings with all information required for bidding. These Services shall include detailed requirements for the selected system furniture power and low voltage feeds.
- A.4.14 PLAN REVIEW INITIATION & COORDINATION Services. Consultant shall prepare all necessary project documents, with appropriate formatting and registration stamps, for submission to the mandatory authority having jurisdiction (the "AHJ") over the Project to obtain the building permit. Consultant shall apply and fill out all necessary documentation for a complete "plan check" submission prior to AHJ code review. In addition, Consultant shall meet with the AHJ as requested and answer project related questions and review applicable code compliance issues. Consultant shall be responsible for paying the "plan check" fees and will be reimbursed without markup as a Reimbursable Expense per Section B.2 of this Contract. The Construction Contractor will pay the building permit fee and all trades permits per the City General Conditions for Public Improvement Contracts.
- A.4.15 COMMISSIONING PROCESS INTEGRATION Services. Consultant shall coordinate those activities directly related to the commissioning of the building at the Project. These Services shall include working with the CA in the development of a clearly defined design intent for the building and its systems. Consultant shall review and respond to all CA input provided throughout the Project. Consultant shall collaborate with and provide specifications that list and describe the Contractor's duties in the commissioning processes.
- A.4.16 ENERGY EFFICIENCY DESIGN SERVICES. Consultant shall provide: the Services performed during phases A.1 through A.6 which are related to the preparation of a comprehensive SEED analysis of the Project; all documentation required for a SEED "award" to Owner for the Project; and all other Services for the Project that are

required under the SEED program. These Services shall be provided consistent with the requirements of ORS 276.900 through 276.915 and OAR 330-130-0010 through 330-130-0080 that are applicable to this Phase of Services. When completed, the Project must exceed the State Building Code requirements for energy efficiency by 20% or more, and shall be a “model of energy efficiency” as that term is described in the above-referenced administrative rules.

A.4.17 FINE ARTS AND CRAFTS SERVICES. Consultant shall comply with the 1% for Art Program, pursuant to ORS 276.073-276.090) as it is related to acquisition of fine arts or crafts to be part of the Project and shall consult on the selection, commissioning and implementation of those fine arts or crafts.

NOTE: *Fine Arts and Crafts Services do not apply to projects when construction cost is less than \$100K or if certain other circumstances are present.*

A.4.18 GREEN ENERGY REQUIREMENT Services. Consultant shall document with particularity the green energy technology costs and design elements used to meet the requirements of ORS 279C.527 and 279C.528 and the rules of the City Department of Energy (1.5% for green energy technology in public building construction contracts).

A.5 PHASE 5 - BASIC SERVICES - BIDDING SERVICES

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

A.5.01 BIDDING MATERIALS Services. Consultant shall organize and manage Bidding Documents for: coordination; reproduction; completeness review; distribution; distribution records; retrieval; receipt and return of document deposits; review, repair and re-assembly of returned materials.

A.5.02 ADDENDA Services. Consultant shall prepare, for distribution by Owner, all addenda, including supplemental drawings, specifications, instructions and notices of changes in the bidding schedule and procedure.

A.5.03 BIDDING Services. Consultant shall assist Owner in: establishing a list of bidders; participating in pre-bid conferences; responding to questions from bidders and clarifications or interpretations of the Bidding Documents; and documenting and distributing bidding results.

A.5.04 ANALYSIS OF ALTERNATES/SUBSTITUTIONS Services. Consultant shall consider, analyze, compare, and approve or reject alternatives or substitutions proposed by bidders prior to and after receipt of bids or proposals.

A.5.05 SPECIAL BIDDING Services. Consultant shall document: decisions regarding multiple Construction Contracts or phased construction; technical evaluation of alternate building systems; and participation in detailed evaluation procedures for building systems proposals.

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

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

A.6.01 OFFICE CONSTRUCTION ADMINISTRATION Services. Consultant shall process submittals, including receipt, review of, and appropriate action on shop drawings, product data, samples and other submittals required by the Construction Contract and all documents specifically incorporated by reference into the Construction Contract (the “Contract Documents”). Consultant shall distribute submittals as required and shall maintain a master file of submittals and related communications.

A.6.02 INSPECTION COORDINATION Services. With respect to independent inspection and testing agencies, Consultant shall: administer and coordinate field testing and inspections by independent agencies as required by the Contract Documents; recommend the scope, standards, procedures, and frequency of testing and inspections;

arrange for testing and inspection on Owner's behalf; notify inspecting and testing agencies of status of the Work requiring testing and inspection; evaluate compliance by testing and inspection agencies with required scope, standards, procedures, and frequency of testing and inspections; review reports on inspections and tests and notify Owner and Contractor of observed deficiencies in the Work. Consultant shall oversee, and coordinate with Owner and Contractor, the review of any system furniture installation by the Contractor to verify that dimension requirements are met.

- A.6.03 SUPPLEMENTAL DOCUMENTS Services. Consultant shall: prepare, reproduce and distribute supplemental drawings, specifications, and interpretations in response to requests for clarification by the Contractor or Owner and as required by construction exigencies; and forward Owner's instructions and provide guidance to the Contractor on Owner's behalf relative to changed requirements and schedule revisions.
- A.6.04 QUOTATION REQUESTS/CHANGE ORDERS Services. Consultant shall: prepare, reproduce and distribute drawings and specifications to describe Work to be added, deleted, or modified; review proposals from Contractor for reasonableness of quantities and costs of labor and materials; review and make recommendations regarding changes in time for substantial completion; review and make detailed recommendations, including, if requested, a specific alternative cost breakdown, regarding impact on space planning design; negotiate with Contractor on Owner's behalf regarding costs of Work proposed to be added, deleted, or modified; assist in the preparation of appropriate modifications of the Construction Contract; coordinate communications, approvals, notifications, and record keeping regarding changes in the Work.
- A.6.05 PAYMENT REVIEW Services. Consultant shall: evaluate and certify applications for payment, including review and determination of whether each charge is accurate and constitutes payment for fully authorized and completed Work, and maintain complete records regarding performance of this Service.
- A.6.06 PROJECT CLOSEOUT Services. Upon notice from the Contractor that the Work, or a designated portion thereof which is acceptable to Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, Consultant shall:
- a. Perform a detailed inspection, with Owner's representative, of the Work for conformity to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected; and determine the amounts to be withheld until final completion.
 - b. Issue certificates of substantial completion and perform inspection(s) upon notice by Contractor that the Work is ready for final inspection and acceptance.
 - c. Notify Owner and Contractor of deficiencies found in follow-up inspection(s), if any;
 - d. Perform a final inspection with Owner's representative to verify final completion of the Work, and receipt and transmittal of warranties, affidavits, receipts, and releases and waivers of lien or bonds indemnifying Owner against liens;
 - e. Issue final certificate(s) for payment; and
 - f. Issue a summary of expenses in accordance with OAR 125-248-0120. In accordance with this requirement Consultant shall maintain and provide Owner with records regarding direct expenses including both general and specific travel expenses, whether reimbursable or not. This summary shall include all expenses incurred by Consultant and any Sub-consultants as a direct result of the performance of Services. The breakdown of these expenses shall be as follows:
 - i. All of Consultant's direct travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed;
 - ii. All of Sub-consultants' direct travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed;
 - iii. All of Consultant's direct general expenses, other than travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed; and
 - iv. All of Sub-consultants' direct general expenses, other than travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed.
- A.6.07 RECORD DOCUMENT Services. Consultant shall provide Owner with accurate record drawings and record specifications manuals for the Project as more particularly described in this Section. Consultant shall deliver to Owner, within days from receipt of the Contractor's working record documents, the following record documents (the "Record Documents"):
- a. Hardcopy Set - The Record Documents shall consist of two (2) complete sets of record drawings, prepared on reproducible vellum or 24 lb. (minimum) bond media (the "Record Drawings"). The Record Drawings shall include all drawing sheets used for bidding including; addenda, all changes resulting from regulatory reviews, change orders and as-built conditions. Consultant is not responsible for the accuracy of the working as-built drawings furnished by Contractor.
 - b. Electronic Set - A complete set of Record Drawings (as described above in Section A.6.07(a) above) and generated in AutoCAD (version as directed by Owner) shall be provided to Owner by Consultant, as well

as an electronic version of the complete specifications in a file format approved by Owner. Consultant shall verify that all electronic drawings are readable and that all AutoCAD xreference (“Xrefs”) files are bound and formatted in such a way as to be readable by the AutoCAD version they are saved in. Consultant shall provide a list of all drawings, including Xrefs that are associated with the Record Drawings. The electronic Record Documents shall be provided on recordable (not re-recordable) compact discs.

- A.6.08 WARRANTY REVIEW Services. Consultant shall: consult with and make recommendations to Owner, during the duration of the Construction Contract warranty period, concerning inadequate performance of materials, systems, and equipment under warranty; perform inspections prior to expiration of the warranty period to ascertain adequacy of performance of materials, systems, and equipment; and document defects or deficiencies and assist Owner in preparing instructions to the Contractor for correction of noted defects.
- A.6.09 CONSTRUCTION CONTRACT ADMINISTRATION Services. Consultant shall perform Construction Contract administration Services as set forth in this section and the Contract Documents.
- a. Consultant shall visit the site at weekly intervals, and upon special circumstances as requested by Owner, to be familiar with the progress and quality of the Work, and to determine if the Work is generally proceeding in accordance with the Contract Documents. Consultant, in conjunction with the payment review, shall report to Owner on the accuracy of Contractor’s working record drawings each month during construction. However, Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations, Consultant shall report such visits, observations, and information in a weekly written report to Owner.
 - b. Consultant shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the Work. Consultant, by virtue of its position alone and without regard for Consultant’s actual involvement on site, shall not have control or charge of, and shall not be responsible for the acts or omissions of Contractor and any subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.
 - c. Subject to the concurrence of Owner, Consultant shall be the interpreter of the requirements of the Contract Documents, regarding the performance thereunder by both Owner and Contractor. Accordingly, Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either Owner or Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between Owner and Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents. Owner shall render a final determination in the event that Owner disagrees with Consultant’s proposed interpretation or decision.
 - d. Consultant shall review and take appropriate action on Contractor’s submittals, including shop drawings, product data, and samples, checking for conformance with the design concept of the Work and the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. Consultant shall forward to Owner one (1) copy of all approved shop drawings, product data, and samples, together with correspondence related to these documents as a record of the Work. Consultant’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.
 - e. Consultant shall conduct construction observations and reviews to determine “Substantial Completion” and “Final Completion” (as those terms are defined in the Construction Contract) and shall receive and forward to Owner written warranties and related documents required by the Contract Documents and assembled by Contractor. Consultant, with Owner’s concurrence, shall prepare and certify a “Certificate of Substantial Completion” and a “Certificate of Final Payment” under the Construction Contract.

A.7 PHASE 7 - SUPPLEMENTAL SERVICES

[NOTE: This Section includes descriptions of Services that may be required on some projects. Remove descriptions that do not apply. Note that some of the Supplemental Services are included in the Basic Services of this Exhibit A and may be removed at the discretion of the user.]

In addition to the generally sequential Services described in Phases 1 through 6, Consultant shall provide supplemental services designated below (the “Supplemental Services”) upon written instruction from Owner. These non-sequential Services may be provided during a single phase of Services or during several phases, as herein specified, and shall include

the following (Owner reserves the right to amend the Contract and delete Supplemental Services not needed as a part of the Project; in that event, Owner shall receive a credit against the Contract amount payable to Consultant, based on the value of the Services removed from Statement of Work or such other standard as agreed by the Parties):

- A.7.01 GRAPHICS DESIGN SERVICES. Consultant shall: design interior signs and identify symbols; and document requirements for procurement of graphics work.
- A.7.02 FINE ARTS AND CRAFTS SERVICES. Consultant shall comply with the 1% for Art Program as it is related to acquisition of fine arts or crafts to be part of the Project and shall consult on selection, commissioning and execution of the fine arts or crafts, as well as design integration. These Services shall accompany Services performed under Phases A.2, A.3, A.4, and A.6.
- A.7.03 ADDITIONAL FINE ARTS AND CRAFTS Services. Consultant shall comply with the 1% for Art Program as it is related to design integration. The specific Services, if any, and cost shall be determined after developing the statements of probable construction cost during Phases 2 through 4 and shall be based on quantity take-offs and unit cost pricing for materials, labor, tools, equipment, and Services required for the Work plus estimates for art to be installed in the Contractor's supervision cost, Work required by the General and Supplemental General Conditions of the Construction Contract, and an allowance for a reasonable Contractor's overhead and profit and culminating in a Detailed Estimate of Construction Cost at a point representing 90 percent of A.4 Phase 4 - Construction Documents Services portion of the Project.
- A.7.04 RENDERING Services. Consultant shall provide a graphic pictorial representation of the proposed Project consisting of one black and white exterior view to the entry, approximately 18" X 24" format.
- A.7.05 INTERIOR DESIGN AND SPACE PLANNING Services. In the various phases of the Work, Consultant shall provide those Services necessary to prepare Interior Schematic Design Documents and Interior Design Development Documents to establish the scope, scale, special relationships, and interior appearance of any structures of the Project, and provide other documents setting forth in detail the requirements for the equipment, interior construction, and selected interior finishes. Consultant shall provide:
 - a. Interior design and space planning Services during the schematic design phase, consisting of space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems, and equipment and development of conceptual design solutions for architectural, mechanical, electrical, and equipment requirements in order to establish workstation layouts based upon the CITY "Space Standards" requirements. Consultant shall provide Owner with a sample form to be used as an inventory document of existing furnishings. Owner shall be responsible for conducting the furniture inventory and provide Consultant with the fully completed inventory document within six (6) weeks of the receipt of the blank inventory form; and
 - b. Interior design/documentation Services during the design development phase, consisting of ongoing development and expansion of interior Schematic Design Documents relative to: floor plan layouts indicating all loose and fixed furniture and equipment; identification and relationships of organizational units; all other aspects of space planning; special interior design features; materials, finishes and colors; total length of space partitions required; and listing additional movable furnishings required.
- A.7.06 LOW VOLTAGE SECURITY & FIRE ALARM SYSTEM DESIGN Services. Consultant shall provide design, layout, specification and document development of a comprehensive low voltage fire alarm and keycard-access security system, identifying and locating each device utilizing Owner's authorized system provider's equipment. Consultant shall be required to determine and coordinate the electrical interface between building electrical and security at all designated door locations, and to observe installation and testing of security system(s), equipment and devices during construction.
- A.7.07 COMMUNICATIONS AND DATA CONSULTANT Services. Consultant shall provide such Services in the programming, design, layout, specifications, coordination, installation, and observation of installation and testing, as may be necessary to complete installation of a successful telecom and data system in accordance with CITY and end-user requirements.
- A.7.08 STRUCTURAL SEISMIC ANALYSIS AND DESIGN Services. Consultant shall provide such Services in the inspection, research, analysis, programming, design and specifications as may be required to bring the building into conformance with current regulatory seismic structural stability requirements.
- A.7.09 OWNER REQUESTED ADDITIONAL MEETINGS (maximum of 5 meetings with 5 attendees each visit) Services. Consultant shall attend and participate in additional meetings, at either Owner's offices or other locations, of members of the design team as requested by Owner. Payment for additional meetings shall be based on: a) the

specific personnel requested by Owner to be in attendance; b) the specific hourly rates as set forth in **Exhibit F**, Rate Schedule, and, c) the duration of the meeting in hours or fractions of hours for each of the requested attending personnel. Hourly rates for travel time required to attend such meetings shall be fifty percent (50%) of the applicable Contract rate. Reimbursable expenses shall be allowed in accordance with **Exhibit B**, Section B.2, up to an amount not to exceed 10% of Owner-approved total combined hourly fees associated with this meeting.

- A.7.10 OWNER-REQUESTED ADDITIONAL SPACE PROGRAM REVISION Services. Consultant shall provide a substantial revision of the Space Plan Program after Owner has approved the program for design.
- A.7.11 OWNER-REQUESTED ADDITIONAL CONCEPT PLAN OPTION Services. Consultant shall provide an additional concept plan beyond the scope and sequence of the plan included as a part of Basic Services.
- A.7.12 OWNER-REQUESTED ADDITIONAL CONCEPT PLAN REVISION Services. Consultant shall provide, a substantial revision of a concept plan after Owner has approved a concept plan for design.
- A.7.13 OWNER-REQUESTED ADDITIONAL COMPLETE COST ESTIMATE Services. Consultant shall provide an additional estimate of the cost of the Work beyond the scope and sequence of the cost of the Work estimate included in Part 1 and Part 2, Basic Services.
- A.7.14 OWNER-REQUESTED ADDITIONAL MINOR COST ESTIMATE REVISION Services. Consultant shall provide a minor cost-estimate revision in addition to and beyond the scope and sequence of previously Owner-approved cost of the Work estimates included in Part 1 and Part 2, Basic Services. For purposes of this Supplemental Service description, the term “minor” shall be defined as the addition to, or revision of, less than one-third of the line items developed in a previously approved estimate.
- A.7.15 BUILDING CODE APPEAL Services. Consultant shall provide Services to appeal a Building Code administrative ruling/decision and follow the process through to an official appeals ruling/decision.
- A.7.16 ENERGY STUDIES Services. Consultant shall provide additional special analyses and computer modeling to further analyze and incorporate additional cost-effective energy conservation measures in compliance with the Oregon Department of Energy SEED guidelines for state buildings.
- A.7.17 COMMISSIONING PROCESS INTEGRATION AND CERTIFICATION Services. Consultant shall coordinate those activities directly related to the commissioning process. These Services include working with the CA in the development of design intent for the electrical and mechanical building systems being evaluated by the CA. Consultant shall review all CA input provided during the design development document review periods. Consultant shall review all CA evaluation documents such as balance and testing reports and shall coordinate with the Contractor in directing the implementation of any needed corrections of the Work.
- A.7.18 EXPANDED ON-SITE A&E CONSTRUCTION ADMINISTRATION - ADDITIONAL SITE VISITS (maximum 10 visits with 5 attendees each visit) Services. Consultant shall provide additional construction administration observations in addition to the site visits included in A.6 Phase 6, Basic Services. These additional site visits shall be at the Project construction site in [REDACTED], Oregon, and shall be attended by members of the design team, as requested by Owner. Payment per meeting shall be based on: a) the specific personnel requested by Owner to be in attendance; b) the applicable hourly rates as set forth in **Exhibit F**; and c) the duration of the meeting in hours or fractions of hours for each of the requested attending personnel. No payment will be made for travel time. Reimbursable expenses will be allowed in accordance with **Exhibit B**, Section B.2, up to an amount not to exceed 5% of Owner-approved total combined hourly fees associated with the meeting.
- A.7.19 ROOFING CONSULTANT Services shall be provided by an industry-recognized qualified roofing consultant who will perform the following Services, as may be required: inspection evaluation, recommendation, assistance with development of specifications, and necessary on-site observation of installation, and final inspections leading to certification that all materials, conditions, means and methods of installation have met with manufacturers recommendations and other conditions to insure performance of the manufacturer’s warranty.
- A.7.20 CIVIL ENGINEERING/SURVEYING Services shall be provided by a registered engineer who shall: evaluate existing pavement surfaces, grading and on-site utilities and identify potential areas to upgrade; and develop, from conceptual design through construction closeout, potential upgrades, including specifications and bid drawings; surveying to include determining legal descriptions and verification of lot lines (meets and bounds), and building and equipment placement.

- A.7.21 TESTING OF ELECTRICAL SERVICE EQUIPMENT Services. Consultant shall provide for the necessary testing of existing electrical service equipment for the purpose of establishing and verifying the electrical integrity of the system through infrared technology as performed by an approved outside testing agency.
- A.7.22 ENERGY INCENTIVES COORDINATION Services. Consultant shall provide analysis and documentation necessary for Owner to obtain the maximum amount of energy incentives available through the City, Business Energy Tax Credit (BETC) through the Oregon Department of Energy (ODOE), utility incentives available through an appropriate local utility, and energy incentives available through the Energy Trust of Oregon (ETO). Consultant's responsibilities shall include but are not limited to: determining requirements for available incentives through cooperation with ODOE, the local utility, and ETO; completing all required documentation for submission; and ensuring that all required documentation is submitted in the required timeline. Consultant shall coordinate with Owner to resolve any potential issues to ensure that documentation is submitted when required.

CITY
STANDARD PROFESSIONAL SERVICES CONTRACT
EXHIBIT B
CONSULTANT COMPENSATION

[ATTENTION USERS: This Exhibit B provides for a fixed price for Services rendered; if another method of compensation is intended, this Exhibit B must be revised to meet the agreement of the Parties; if a cost reimbursement method is used with a maximum, not-to-exceed amount for any part of the Services, the Parties should attach to this Exhibit B an agreed-upon schedule of rates and markups for the various personnel of Consultant and any Sub-consultants.]

B.1 BASIS OF COMPENSATION

B.1.01 Owner shall compensate Consultant for the performance of Services set forth in **Exhibit A**, as follows:

[Sample Alternate #1]

The maximum, not to exceed total amount payable under this Contract is \$ _____ for the combination of Basic Services, Supplemental Services, and Reimbursable Expenses.

Consultant shall perform the Basic Services for: a fixed price of \$ _____.

[NOTE: Insert amount of fixed price or revise this Sub-section as needed to provide another method of compensation for Basic Services, such as cost reimbursement with a maximum, not-to-exceed amount.]

Consultant shall perform the Supplemental Services for: a fixed price of \$ _____.

[NOTE: Insert amount of fixed price or revise this Sub-section as needed to provide for another method of compensation for Supplemental Services, such as cost reimbursement with a maximum, not-to-exceed amount.]

Owner shall reimburse Consultant for any allowable Reimbursable Expenses up to a maximum amount of \$ _____.

[Sample Alternate #2]

The maximum, not to exceed total amount payable under this Contract is \$ _____, for the combination of Basic Services, Supplemental Services and Reimbursable Expenses.

Consultant shall perform the **Basic** Services for: a maximum, not-to-exceed price of \$ _____.

[NOTE: Insert a maximum not-to-exceed amount or fixed price or revise this section as needed to provide another method of compensation for Basic Services, such as cost reimbursement with a maximum, not-to-exceed amount.]

Consultant shall perform the Supplemental Services for: a maximum, not-to-exceed price of \$ _____.

[NOTE: Insert a maximum not-to-exceed amount or fixed price or revise this Sub-section as needed to provide for another method of compensation for Supplemental Services, such as cost reimbursement with a maximum, not-to-exceed amount.]

Owner shall reimburse Consultant for any allowable Reimbursable Expenses up to a maximum amount of \$ _____.

B.1.02 Payments for Services and Reimbursable Expenses shall be made monthly, following Owner's review and approval of detailed invoices submitted by Consultant and acceptance of the Services or approval of Reimbursable Expenses by Owner. Payment for all Services performed and for Reimbursable Expenses shall not exceed the amounts indicated in Section B.1.03, below. Owner shall make payments only after Owner's receipt and approval of (i) Consultant's detailed monthly invoice as described in Section B.1.07, and (ii) all reports, designs, certificates, and documents covered by the invoice. Payments are subject to the provisions of ORS 293.462.

B.1.03 Payments for Basic Services shall be in proportion to the Services performed within Phases 1 through 6 set forth in **Exhibit A**. The total compensation for each Phase of the Services shall not exceed the following percentages of the total amount payable for the Services (**Note:** The Supplemental Services indicated in Section A.7 of Exhibit A, may or may not be provided concurrently with Phases 1 through 6. Therefore, the percentages set forth below do not include the Phase 7 Supplemental Services. Supplemental Services, if authorized, are to be billed as separate line items in accordance with Section B.1.07. Warranty Period Services, which may be included by Contract amendment, are listed separately):

Phase	Percentage	\$ Amount
Programming/Schematic Design Services	0.0%	\$0.00
Design Development Services	0.0%	\$0.00
Construction Documents Services	0.0%	\$0.00
Bidding Services	0.0%	\$0.00
Construction Contract Administration Services	0.0%	\$0.00
Warranty Period Services	0.0%	\$0.00
Total	100.0%	\$0.00

B.1.04 All Supplemental Services (See Exhibit A, Section A.7), while included in the above-stated maximum not to exceed amount, are considered Services to be provided on an “as needed” basis and will be performed only if authorized by Owner in writing. The authorization of the Supplemental Services is not restricted by the Basic Services schedule. It is the goal of the Parties to agree upon a fixed price for any Supplemental Service for which the actual scope of Service can be defined and agreed upon. The price for each Supplemental Service shall, at Owner’s sole discretion, be a fixed price agreed upon by the Parties and documented by Contract amendment prior to authorization to proceed with the Service. If a fixed price cannot be agreed upon, the price shall be the not to exceed amount indicated below for that Supplemental Service (as those amounts may be revised in accordance with this Section B.1.04) derived from Consultant’s personnel time to complete the Service, multiplied by the hourly rates for those personnel as set forth in **EXHIBIT F Rate Schedule**. The estimated dollar amounts for each of the Supplemental Services listed below, are stated for the purpose of calculating the maximum total dollar amount for all Supplemental Services. It is understood that the actual amount payable for each Supplemental Service may be more or less than the estimate below, however, the total amount of all Supplemental Services shall not exceed the maximum, not-to-exceed price stated in Section B.1.01 for Supplemental Services without a Contract amendment. The estimated not to exceed amounts for the identified Supplemental Services are as follows:

Supplemental Service	Amount
Total:	

B.1.05 Reimbursable Expenses, as described in Section B.2, are defined as the direct costs expended by Consultant, Consultant's employees and Sub-consultants for performance of Services rendered to complete the Project. The estimated dollar amounts for each of the identified Reimbursable Expense items are as follows:

1	Travel Related Expenses	\$.00
2	General Reimbursable Expenses	\$.00
Total		\$.00

It is understood that the actual total amount payable for each individual Reimbursable Expense item may be more or less than the estimate above, however, the total amount of all Reimbursable Expenses shall not exceed the maximum amount stated in Section B.1.01 for Reimbursable Expenses without a Contract amendment. Payments for Reimbursable Expenses shall be identified and tracked on monthly invoices according to the expense items listed above.

B.1.06 Consultant shall not submit invoices for, and Owner will not pay, any amount in excess of the maximum, not to exceed amount payable under this Contract set forth in Section B.1.01. If this amount is increased by Contract amendment, the amendment must be effective before Consultant performs Services subject to the amendment. Consultant shall notify Owner’s Representative identified in this Contract in writing of the expiration of the Contract, thirty (30) days prior to such expiration. No payment will be made for any Services performed prior to the Effective Date or after the expiration date of the Contract.

B.1.07 Consultant shall submit monthly invoices for Services performed. To be processed for payment by Owner, the invoices shall include the following basic information:

[ATTENTION USERS: Enter all pertinent information that is required to process invoices for payment.]

(Example)

- A. The correct name of Owner's authorized representative
- B. Invoice date
- C. Date range during which the Services being invoiced for were provided
- D. Invoice number that ends in a "—##", which represents the correct invoice sequence of issue. The last invoice submitted on the Project must be clearly labeled "Final Invoice"
- E. The correct Contract number
- F. Original Contact total, not to exceed amount broken out by: Basic Services, Supplemental Services released to date by line item, and Reimbursable Expenses separated by two categories of Travel Expenses and General Reimbursables
- G. Statement of changes to the original total, not to exceed amount by amendment(s) and broken out in the same way as in item F, showing the revised Contract amounts
- H. Paid to date amounts showing the amounts submitted for prior to the current invoice (regardless of payment status) and broken out the same way as in item F
- I. Amounts being invoiced for in the current invoice and broken out the same way as in item F, with a roll up of a "Total Amount Billed For This Invoice" line item amount
- J. Balances Remaining after receipt of payment for the current invoice broken out the same way as in item F

Consultant shall describe all Services performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. Reimbursable Expenses shall be broken out into to line item categories, 1) Travel Expenses and 2) General Reimbursable Expenses. Invoices for Basic Services under a specific Phase shall be for completed Basic Services only and shall indicate the percentage of the total Basic Services for that Phase that the amount invoiced represents. Invoice amounts for authorized fixed price Supplemental Services shall indicate the Supplemental Service, its contract reference number, the total amount of the fixed price Supplemental Service, and the total percentage and related dollar amount of the fixed price Supplemental Service completed by the end of the current invoice period, less the total dollar amount previously billed for, with the balance representing the total amount being currently billed for. Invoices for authorized Supplemental Services based on a not to exceed amount shall set forth the number of hours worked by Consultant's personnel on the identified Service, describe the Services performed by each such personnel in detail on a daily basis, and set forth the rate of compensation for each of such personnel as set forth in **EXHIBIT F**.

Consultant shall send invoices to Owner's Representative identified in this Contract, using the following address:

[ATTENTION USERS: Enter address and name of Owner's Representative.]

Consultant shall not indicate or invoice for any past due amounts in the current invoice. All such notifications of a past due amount must be handled by a separate Statement of Account.

Owner shall have the right to reject any invoice which does not have the proper information as required by this section without incurring penalty liabilities for late payment.

B.1.08 Owner and Consultant agree in accordance with the terms and conditions of this Contract that:

- a. If the scope of the Project or the Services are changed materially, Consultant shall request in writing an amendment to the Contract before additional Services are provided and before compensation is adjusted. All legally required approvals must be obtained for any Contract amendment before the amendment is effective and before Services may be performed or payment made under the amendment.
- b. Consultant's fee for preparing routine change orders adding or deleting Services from the Project shall be included in the maximum not-to-exceed amount for Basic Services stated in Section B.1.03.
- c. Upon Owner's request and without additional compensation, Consultant shall make such revisions to completed Contract Documents as are necessary to correct errors or omissions appearing therein, in accordance with the standard of care described in Section 2.1.1 of Consultant's Responsibilities; Representations and Warranties.

B.2 REIMBURSABLE EXPENSES

B.2.01 Reimbursable Expenses are in addition to compensation for Services and shall not exceed the maximum amount stated in Section B.1.05 without prior authorization by Owner. This amount is separated into two categories, **Travel Expenses** and **General Reimbursable Expenses**, as outlined below. Reimbursable Expenses include actual, allowable and reasonable expenditures made by Consultant and Consultant's employees in performing the Services required in Exhibit A. Reimbursable Expenses must be evidenced by copies of actual third-party invoices or receipts delivered to Owner to qualify for reimbursement and are limited to the types of actual expenses listed below.

B.2.01.1 General Reimbursable Expenses consist of:

- a. Long distance communications.
- b. Reproductions, postage and handling of drawings and specifications and other documents, excluding reproductions of drawings, specifications and other documents used by Consultant and Consultant's subconsultants.
- c. Data processing and photographic production techniques when used in connection with Supplemental Services.
- d. Third-party models and mock-ups requested by Owner.
- e. The printing of master or reproducible sets of plans and project manuals including specifications.
- f. Plan check fees.

B.2.01.2 Travel Expenses:

It is the policy of the State that all travel shall be allowed only when the travel is essential to the normal discharge of Consultant's responsibilities under the Contract. All travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to the State. The travel must comply with all the requirements set forth in this section and must be for official State business only. Personal expenses shall not be authorized at any time. All expenses are included in the total maximum Contract amount stated in Section B.1.01.

Consultant understands and agrees that travel expenses shall be reimbursed only in accordance with rates approved by the Oregon Department of Administrative Services and in effect at the time the expense was incurred. The current approved rates for reimbursement of travel expenses are set forth below. Consultant understands and agrees that the rates are subject to change, and, in such event, the changed rates shall immediately become part of this Contract and govern reimbursement of any travel expenses incurred after the date of the change. Owner shall, as soon as reasonably practicable, notify Consultant of any change in the approved rates for mileage and meals. Mileage and travel expenses are based upon City rates set by the Department of Administrative Services travel policy, as amended (the "Travel Policy"). The full text of the Travel Policy, which is binding upon the Parties, can be reviewed at the Oregon State Controller's Division website: <http://scd.city.state.or.us/> under "travel". The approved mileage rate follows the current United States General Services Administration (GSA) federal rate. Lodging and meal per diem is based on the GSA per diem rates. The Travel Policy provides a GSA website link to view the standard rate for continental United States (CONUS) and rates for locations that are paid above the CONUS rate. Per diems for Alaska, Hawaii, and U.S. Territories and Possessions can be found at the U.S. Department of Defense website link provided in the Travel Policy. International per diems can be found at the U.S. Department of State website link provided in the Travel Policy.

Current approved rates are as follows:

- a. **Mileage.** Mileage for travel in a private automobile, while Consultant is acting within the course and scope of his/her duties under this Contract and driving over the most direct and usually traveled route, will be reimbursed at a rate of [REDACTED] cents per mile, absent an official and completed amendment to the Travel Policy by the City Department of Administrative Services. To qualify for mileage reimbursement, Consultant must hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by (i) the Oregon Financial Responsibility Law (ORS 806.060) or (ii) the jurisdiction in which the vehicle is being operated, whichever is greater. **No mileage reimbursement will be paid for the use of motorcycles or mopeds.**

b. **Meals.** The standard rate for meals is ____ per day. For purposes of calculating individual meals where Consultant is entitled only to a partial day reimbursement, the following allocation of the meal per diem applies:

Breakfast	25%
Lunch	25%
Dinner	50%

Receipts are not required for reimbursement.

Except in the event of necessary overnight travel as provided below, breakfast and dinner expenses shall be reimbursed only if Consultant, while acting within the course and scope of his/her duties under this Contract, is required to travel more than two (2) hours: (a) before the start (for breakfast expense reimbursement), or (b) after the end (for dinner expense reimbursement) of Consultant's regular workday (8:00 a.m. to 5:00 p.m.). Lunch expense is reimbursable only if Consultant, while acting within the course and scope of his/her duties under this Contract, is required to travel overnight and begins or ends the journey, respectively, before or after 11:00 a.m. Breakfast and dinner expenses are reimbursable during Consultant's necessary overnight travel while acting within the course and scope of his/her duties under this Contract.

c. **Lodging.** The standard rate for lodging is ____ per day. Owner will reimburse Consultant for Consultant's actual cost of lodging up to the specified per diem lodging rates for the locality. Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.

d. **Other Travel Expenses.** In addition to meals and lodging, travel expenses will be reimbursed for airfare and rental vehicles only if Consultant is acting within the course and scope of his/her duties under this Contract. Receipts are required for all out-of-state travel expenses. All Consultant representatives will fly "coach class," unless Consultant personally pays the difference. All Consultant representatives will be limited to economy or compact size rental vehicles unless Consultant personally pays the difference.

For any exceptions to the expense items listed above, Consultant must obtain the separate written approval of Owner's Representative prior to incurring any expense for which reimbursement will be sought. Owner will not pay any mark up over actual allowable reimbursement costs. Any costs associated with recordkeeping or labor to create reproductions of receipts is considered indirect overhead and therefore part of Consultant's Professional Hourly Rates.

CITY
STANDARD PROFESSIONAL SERVICES CONTRACT
EXHIBIT C
INSURANCE PROVISIONS

[ATTENTION USERS: This Exhibit C must be reviewed carefully, and the appropriate boxes must be checked that apply to the particular Parties and Services contemplated in this Contract.]

[(Agency must check boxes for Sections C.1.02, C.1.03, and C.1.04 as to whether the insurance is required and, if so, in what amount.)]

REQUIRED INSURANCE. Consultant shall obtain at Consultant's expense the insurance specified in this exhibit C prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Consultant shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Owner.

[Current City standards and are subject to change during contract negotiations]

General Liability, City of Molalla has listed limits that are obtained by the Firm carrying a \$5million Umbrella over the standard General Liability coverage limits. This will put those limits at \$6 million per occurrence and \$7million aggregate.

Employer Liability and Auto Liability Policy limits \$1million per occurrence and aggregate. These will show as \$6 million per occurrence and \$6 million aggregate with an Umbrella.

Professional Liability, \$5million,

Pollution Liability, \$2 million per occurrence and aggregate

C.1.01 WORKERS COMPENSATION. All employers, including Consultant, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Consultant shall require and ensure that each of its sub-consultants complies with these requirements.

C.1.02 PROFESSIONAL LIABILITY

Required by Owner **Not required by Owner.**

Professional Liability. Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Consultant shall provide proof of insurance of not less than the following amounts as determined by Owner:

\$(Agency to enter amount) Per occurrence limit for any single claimant; and

\$(Agency to enter amount) Per occurrence limit for any number of claimants

C.1.03 COMMERCIAL GENERAL LIABILITY.

Required by Owner **Not required by Owner.**

Commercial General Liability. Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Consultant shall provide proof of insurance of not less than the following amounts as determined by Owner:

Bodily Injury/Death:

- \$(Agency to enter amount) Per occurrence limit for any single claimant; and
- \$(Agency to enter amount) Per occurrence limit for any number of claimants:

Property Damage:

- \$(Agency to enter amount) Per occurrence limit for any single claimant; and
- \$(Agency to enter amount) Per occurrence limit for any number of claimants

C.1.04. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.

- Required by Owner** **Not required by Owner.**

Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Consultant shall provide proof of insurance of not less than the following amounts as determined by Owner:

Bodily Injury/Death:

- \$(Agency to enter amount) Per occurrence limit for any single claimant; and
- \$(Agency to enter amount) Per occurrence limit for any number of claimants

OR

- Per occurrence limit for any single claimant:

AND

Property Damage:

- \$(Agency to enter amount) Per occurrence limit for any single claimant; and
- \$(Agency to enter amount) Per occurrence limit for any number of claimants

OR

- Per occurrence limit for any single claimant:

[Optional for Auto Liability if Consultant is transporting any commodity that could cause environmental damage, ranging from fuel oil to radioactive materials:

AUTOMOBILE LIABILITY. Automobile Liability Insurance, including MCS-90 endorsement, with a combined single limit of no less than \$ [If applicable, contact CITY Risk Management] or equal to the U.S. Department of Transportation requirements, whichever is greater. The policy shall insure against bodily injury, property damage, or environmental damage arising out of the use (including loading, transporting and unloading) by or on behalf of Consultant, its agents and employees of owned, non-owned or hired vehicles.]

[Optional – If Consultant is a subject employer, as defined in ORS 656.023 use the following provision:

C.1.05. EMPLOYERS' LIABILITY.

- Required by Owner** **Not required by Owner.**

C.1.06. POLLUTION LIABILITY.

- Required by Owner** **Not required by Owner.**

Pollution Liability Insurance covering Consultant's liability for bodily injury, property damage and environmental damage resulting from either sudden or gradual accidental pollution and related cleanup costs incurred by Consultant, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract. Combined single limit per occurrence shall not be less than \$ [If applicable, contact CITY Risk Management]. Annual aggregate limit shall not be less than \$ [If applicable, contact CITY Risk Management].

[Note: If applicable, contact CITY Risk Management] Other type of coverage may be available if, different coverage is advisable to address the risks associated with the purchase of Goods and Services under this contract. Consider whether any of the following insurance coverages may be necessary: Garagekeepers', Legal Liability, Aircraft Liability, Aircraft/Aerial Application Liability, Marine Protection and Indemnity, Employee Dishonesty and (when applicable) Money and Securities, Inland Marine Insurance.]

C.1.07. EXCESS/UMBRELLA INSURANCE.

A combination of primary and excess/umbrella insurance is acceptable to meet the minimum coverage requirements for liability insurance. In such case, the insurance certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over primary Professional Liability, Commercial General Liability, Automobile Liability Insurance, etc."

C.1.08. ADDITIONAL INSURED.

The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the City, its officers, employees, and agents as Additional Insureds but only with respect to Consultant's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C.1.09. "TAIL" COVERAGE.

If any of the required professional liability insurance is on a "claims made" basis, Consultant shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Consultant's completion and Owner's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Consultant elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Consultant shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Consultant shall provide to Owner, upon Owner's request, certification of the coverage required under this Exhibit C.

C.1.10. NOTICE OF CANCELLATION OR CHANGE.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) days' written notice from this Consultant or its insurer(s) to Owner. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Owner.

C.1.11. CERTIFICATE(S) OF INSURANCE.

Consultant shall provide to Owner Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Consultant shall pay for all deductibles, self-insured retention and self-insurance, if any. The Consultant shall immediately notify the Owner's Representative in writing of any change in insurance coverage.

CITY
STANDARD PROFESSIONAL SERVICES CONTRACT
EXHIBIT D
SPECIAL CONTRACT PROVISIONS

ATTENTION USERS: *This Exhibit D was drafted for a new building construction contract; it must be reviewed carefully and revised as necessary to meet the specific agreement of the Parties to this Contract; certain terms and conditions may need to be removed or revised, or additional terms and conditions may need to be added, to accurately describe the agreement of the Parties.*

D.1 RESPONSIBILITIES OF OWNER

- D.1.01 Owner's Project budget shall include contingencies for design, bidding, changes in the Work during construction, and other costs described below.
- D.1.02 Owner, at Owner's sole option, may retain an inspector to inspect the Project in order to protect Owner's interests. The costs of the inspector are to be paid by Owner and the inspector shall serve at the pleasure of Owner. When retained by Owner, the inspector's duties are not to be interpreted as conflicting with the duties of Consultant or relieving Consultant of any responsibility or duty incurred under this Contract, nor may the inspector act as Consultant's agent.
- D.1.03 Owner shall furnish to Consultant a certified land survey, soils report of the building site, and other related information as Owner deems necessary.
- D.1.04 Owner shall furnish to Consultant a Hazardous Material Survey, and any subsequent testing and/or abatement as may be required.
- D.1.05 Owner shall furnish to Consultant structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
- D.1.06 Owner shall be responsible for payment of all plan check fees, review fees, permit fees, taxes, development charges, or any other costs related to obtaining governing bodies' approval for construction of the Project.

D.2 PROJECT RESPONSIBILITIES

- D.2.01 Consultant shall prepare a schedule of its activities through all phases of the Project. Consultant shall schedule and prepare City for all meetings which involve Consultant's Services. Consultant shall chair such meetings and shall record and distribute minutes, in a format and level of detail acceptable to Owner, of decisions and actions to attendees.
- D.2.02 Consultant shall confirm firsthand, through site investigations of the observable circumstances and existing conditions, the critical issues that may impact design criteria and shall not rely solely on furnished As Built documents. Consultant shall be liable, at Owner's discretion, for any cost change impacts as a result of using inaccurate As Built drawings which, if used solely for the design process without confirmation, create conflicts on site.
- D.2.03 The "maximum allowable construction cost" shall be the total cost or estimated cost to Owner of all elements of the Project designed or specified by Consultant in the Construction Documents Phase Statement of Probable Construction Costs prepared pursuant to Section A.4. PHASE 4 of **Exhibit A**, excluding equipment supplied by Owner, and delineated in outline form according to the industry standard CSI 16 divisions of the Work, excluding equipment supplied by Owner. Construction cost does not include the compensation of Consultant and Sub-consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of Owner. If the fixed limit of the maximum allowable construction cost is exceeded by the lowest bona fide bid for construction of the Project, Owner, at its discretion, shall (i) give written approval of an increase in such fixed limit, (ii) authorize re-bidding of the Project within a reasonable time, (iii) if the Project is abandoned, terminate the bid process, or (iv) cooperate in revising the Project scope and quality as required to reduce the construction cost. In the case of (iv), Consultant, without additional charge, shall modify the drawings and specifications as necessary to comply with the fixed limit. The providing of such Service shall be the limit of Consultant's responsibility arising from the establishment of such fixed limit, and having done so, Consultant shall be entitled to compensation for all Services performed in accordance with this Contract, whether or not the Construction Phase is commenced.

CITY
STANDARD PROFESSIONAL SERVICES CONTRACT
EXHIBIT E
CRITICAL DATE SCHEDULE- DESIGN STAGE GATES

[ATTENTION USERS: *This Exhibit E must be carefully completed by the Parties to accurately state the Critical Date Schedule agreed to by the Parties for the Project described in this Contract.*

Programming Complete
Schematic Design Complete
Design Development Complete
Construction Documents Complete
Construction Contract Award
Substantial Completion
Final Completion
Warranty Period Complete

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CITY
STANDARD PROFESSIONAL SERVICES CONTRACT
EXHIBIT F
RATE SCHEDULE

[ATTENTION USERS: *The rate table in Exhibit F may or may not apply depending on whether the fee is based on lump sum or maximum not to exceed invoiced at hourly rates, or if supplemental services are required.]*

**Hourly
Rate***

Senior Engineer/Architect/Construction Manager

Engineer 6/Architect 6/Estimator 6/Controls Specialist 6/Purchasing Agent 6/
Construction Manager 6/Field Superintendent 6

Engineer 5/Architect 5/Senior Designer 2/Estimator 5/
Controls Specialist 5/Purchasing Agent 5/Construction Manager 5/Field
Superintendent 5

Engineer 4/Architect 4/Senior Designer 1/Estimator 4/Controls Specialist 4/
Purchasing Agent 4/Construction Manager 4/Field Superintendent 4

Engineer 3/Architect 3/Senior Designer/Estimator 3/Controls Specialist 3/
Purchasing Agent 3/Construction Manager 3/Field Superintendent 3/Interior
Designer 5

Engineer 2/Architect 2/Designer 2/Estimator 2/Controls Specialist 2/
Purchasing Agent 2/Construction Manager 2/Field Superintendent 2/Interior
Designer 4

Engineer 1/Architect 1/Designer 1/Estimator 1/Controls Specialist 1/
Purchasing Agent 1/Construction Manager 1/Field Superintendent 1/Interior
Designer 3

Designer/Drafter 1/2/Interior Designer 1/2

Project Assistant/Project Support/Purchasing Clerk

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CITY
STANDARD PROFESSIONAL SERVICES CONTRACT
EXHIBIT G
ASSUMPTIONS AND EXCLUSIONS