



REQUEST FOR PROPOSALS

19-0024

**For the Provision of
Raleigh Park HVAC and Electrical Upgrades
Design**

**RFP Closing (Due Date & Time):
August 1, 2019 at 2:00 PM Pacific Time**

**Issued by:
Beaverton School District 48
16550 SW Merlo Road
Beaverton, Oregon 97003
July 3, 2019**

REQUEST FOR PROPOSAL

Solicitation No: RFP 19-0024

Summary

This solicitation is for the purpose of retaining a Design Team to design a complete HVAC and electrical upgrade at Raleigh Park Elementary School, located at 3670 SW 78th Avenue, Portland, OR 97225-3098. The project is described below. The selected Consultant shall provide all labor, materials, plant, equipment, transportation and other facilities and services as necessary and/or required to execute all of the work.

A **Non-Mandatory Pre-Proposal Conference** will be held on July 11, 2019 at 3:30 PM at Raleigh Park Elementary, 3670 SW 78th Avenue, Portland, OR 97225.

Interested Proposers must submit a Proposal pursuant to the provisions of this Solicitation to Larry Pelatt, Purchasing Manager, or designee, at the District Administration Offices Main Reception located at 16550 SW Merlo Road, Beaverton, Oregon 97003 **NOT LATER THAN:**

SOLICITATION DUE DATE AND TIME (CLOSING):**August 1, 2019 at 2:00 PM Pacific Time****LATE PROPOSALS WILL NOT BE ACCEPTED.**

Prospective Proposers must register with ORPIN – <http://orpin.oregon.gov/> to obtain the solicitation documents.

All questions and comments regarding this solicitation shall be directed **ONLY IN WRITING** to Larry Pelatt, Purchasing Manager, by email to: contracts@beaverton.k12.or.us

PROPOSALS SHALL BE PURSUANT TO THE PROVISIONS OF THIS SOLICITATION.**THE DISTRICT MAY REJECT ANY PROPOSAL NOT IN COMPLIANCE WITH ALL PRESCRIBED REQUIREMENTS.**

SECTION I – INTRODUCTION
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1. DEFINITIONS:

The term "District" or "Owner" throughout this document means the Beaverton School District (BSD). The term "Consultant" means an Architect, Engineer, Photogrammetrist, Transportation Planner, Land Surveyor or provider of Related Services, or any combination of the foregoing. The term "Proposer" means the person or firm that submits a Proposal in response to this Solicitation. "Closing" is the solicitation due date and time. "Related services" means personal services, other than architectural, engineering, photogrammetric mapping, transportation planning or land surveying services, that are related to planning, designing, engineering or overseeing public improvement projects or components of public improvement projects, including but not limited to landscape architectural services, facilities planning services, energy planning services, space planning services, hazardous substances or hazardous waste or toxic substances testing services, cost estimating services, appraising services, material testing services, mechanical system balancing services, commissioning services, project management services, construction management services and owner's representation services or land-use planning services.

2. SOLICITATION REVIEW:

Proposers must carefully review this Solicitation document and are responsible for knowing and understanding all terms and conditions. Unless defects, ambiguities, omissions, or errors are brought to the District's attention by protest pursuant to SOLICITATION PROTEST AND REQUEST FOR CHANGE (Section III, Paragraph 3), protests or appeals based on such defects, ambiguities, omissions or errors received after issuance of the Notice of Intent to Award may not be favorably considered.

3. BACKGROUND:

Raleigh Park Elementary School consists of one main building (400+ students) and three portable buildings (75 students) serving grades K-5. The building area of the main school is approximately 45,166 ft² (Portables not in scope).

The building is currently served via a central heating plant with a hot water boiler. Classrooms and library have heating only via unit ventilators. The Office is conditioned by a VAV system with hot water reheat and a rooftop air handler with natural gas fired burners and DX cooling. Start, stop and scheduling for all systems by Johnson DDC "front end". Major portions of the building controls are still pneumatic but have some digital components as well for monitoring by the District's central office.

4. PROJECT SCOPE:

Beaverton School District is requesting complete Design/Mechanical/Electrical Engineering Consultant Services for HVAC upgrades at Raleigh Park Elementary School. The scope is planned to replace with new, or upgrade the HVAC system throughout the building, including the gym and cafeteria units, all but the boiler room and main office. A full building phase one HVAC assessment will be required, starting with a fast-track good/better/best analysis on approach and costing. It is anticipated the electrical scope will include installation of new switch gear, transformer, panels and feeders as needed, as well as plan for future emergency/standby panels as needed. This will include but not limited to any architectural, structural engineering, mechanical engineering, electrical and plumbing design work required. Construction is anticipated to begin in the summer of 2020 with potential for early phased preparatory work if feasible. Construction work will be competitively bid under a Design / Bid / Build procurement method. The construction budget is approximately \$1.9 million. In terms of the competitive RFP solicitation, it is highly encouraged to highlight design options which may be to the District's advantage in terms of cost/budget savings, performance efficiencies, and streamlined constructability timelines.

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5. CONTRACT:

The successful Proposer, selected by the District, shall receive an AIA B101-2017 Standard Form Agreement between Owner and Architect. A sample is enclosed herein (see Attachments).

6. AMENDMENTS:

The District may amend a Contract without additional competition pursuant to OAR 137-048-0320.

7. DISTRICT REPRESENTATIVE:

The District Representative for the project is Scott Johnson, Project Manager.

8. SOLICITATION SCHEDULE:

The milestones for the selection process are set forth below. The dates are specific and will be followed to the extent reasonably possible. The purpose of this schedule is for Proposer information only. Required dates for submittals and any other activities are provided elsewhere in this Request for Proposals. The District reserves the right to deviate from this schedule.

<u>Project Milestone</u>	<u>Completion Date</u>
Pre-Proposal Conference	July 11, 2019 at 3:30 PM
Deadline for Questions	July 22, 2019
Proposals Due	August 1, 2019 at 2:00 PM
Interviews (if Conducted)	Week of August 12, 2019
Contract Award	On or about September 4, 2019

11. CONTACT DURING SOLICITATION:

Questions shall be submitted in writing via email to contracts@beaverton.k12.or.us as indicated on the Summary page of this Solicitation. No other contact regarding this solicitation during the solicitation process shall be permitted. Unauthorized contact regarding this solicitation may subject the offender's proposal to rejection. Answers to questions not stated in writing and/or answered in the form of a written Addendum shall not be binding upon the District.

SECTION II – STATEMENT OF WORK
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1. PURPOSE AND INTRODUCTION:

This solicitation is for the purpose of retaining a Design Team to design a complete HVAC and electrical upgrade at Raleigh Park Elementary School, located at 3670 SW 78th Avenue, Portland OR 97225-3098. The project is described below. The selected Consultant shall provide all labor, materials, plant, equipment, transportation and other facilities and services as necessary and/or required to execute all of work.

2. PROJECT DESCRIPTION:

Building Specifics (existing):

HVAC: Unit ventilators with hot water heating are found in A/B Hall classrooms. An obsolete coil is found in Rm 120 which performs by blowing across the room and was believed to be a former restroom. Library is heat only. Roof conduit exists with packaged units. The building has tunnels which are crawlable, however assessment is necessary for all facets, to include confined spaces and areas with asbestos and/or other potential hazardous materials (Hazardous Materials Consultant provided by the District). In 1998 cooling was supplied to main office. District to confirm and collaborate with designer support as it relates to gas service on the roof and state of, roof life-warranty, structural data known, radon status, EEM/Incentives, electrical, water piping and properties.

New condensing boilers were installed in 2008 and should be evaluated for condition and lifespan. Controls were upgraded to gym and multipurpose areas, which were existing equipment. System pneumatic control to be removed and upgraded to DDC.

Electrical: Main electrical service is 800-amp, 120/208 -volt, 3-phase fused disconnect type with 6 main disconnects and an additional tap for the emergency panel.

Phase One Conceptual Feasibility Scoping and Budgeting: Good/Better/Best:

- A. Overall guideline: No AC for Gym or Cafeteria. Possible AC in Media Center. RTU's likely with screening and/or potential to Rehab RTU's. Structural capacity and upgrades will be needed. Building heat and AC in all other educational teaching spaces.
- B. Best: VAV serving clusters of 4 classrooms. New RTU for gym, cafeteria, and library.
- C. Better: Single zone RTU's.
- D. Good: Unit Ventilators with Split Systems.
- E. Assess most efficient electrical service approach for each HVAC approach with costing.
 - a. Option: Replace service with new larger 3 phase switchboard, 120/208 3-phase. (2500 amps).
 - b. Option: 277/480-volt service may also be considered for potential cost savings.
 - c. Option: Electrical: One option beyond replacement or upgrade, would be to add a second 460 service for necessary HVAC.
 - d. Option; New PGE pad mount transformer and new secondary conduits.
 - i. 11 existing branch panels in the school. Look at replacing all panels with exception of 2 computer panels with higher fault current. Panels have volt relays to air.

3. OPERATIONAL ATTRIBUTES:

The District seeks to implement spaces with a focus on the following attributes:

- A. Maintainability. The facilities must be implemented with significant consideration being given to ease of maintenance and effective maintenance cost management
- B. Efficient utilities systems using proven technologies

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- C. High degree of centralized control of environmental controls to allow managing these systems off of a base operational schedule with easy temporary central override to account for proper safety and efficient energy management during special events and/or community use.
- D. Successfully maintain building comfort and increase building ventilation.

4. DESCRIPTION OF SERVICES:

Design services shall include Phase One: Feasibility Scoping, Phase two: Schematic Design, Design Development, and Construction Documents for permitting and bidding, bidding assistance, construction administration services, and warranty follow up for one year beyond substantial completion.

A. Design/Engineering

- i. All designs shall be in compliance with Oregon Structural Specialty Code and Oregon Energy Code requirements, and any other applicable Building Code requirements.
- ii. Consultant shall provide the necessary Design and Structural Engineering as required by the local authority have jurisdiction.
- iii. Consultant shall provide the necessary Mechanical, Electrical, and Structural engineering as required for any mechanical, plumbing, fire system modifications, and electrical work to be included in the scope of work.
- iv. The facility is eligible under SB1149 program managed by the Oregon Department of Energy and Energy Trust of Oregon incentives. The consultant will prepare all applications and applicable materials as required and follow up in a timely manner to insure all rebates and incentives available are achieved.
- v. Design services shall include interactive participation, and support with all aspects of the building commissioning process. Provide integration of commissioning requirements and activities to project specifications. Commissioning shall be for the following systems: HVAC, DDC controls, and fire sprinkler systems.

B. Architectural and Structural Design Work

- i. Roof patch and repair and revisions for structural for new/replacement units. Roof patch and repair where needed.
- ii. Building and/or assemblies, etc, patch/repair/restoration where needed.
- iii. Roof patch and repair for roof mounted condensing unit or heat pump at 5 locations. Structural design to support roof installation.
- iv. Screens of new or modified roof mounted equipment as required.
- v. Calculations for roof top curb attachment to structure, to include existing roof loading capacities and enhancements. Calculations for unit attachment to curb.
- vi. All others as required to facilitate final construction documents and permits.
- vii. Provide design and permitting schedule preliminary for phase one options and at start of SD, keep updated through phasing. Manage permit matrix and track permits

C. Cost Estimating

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- i. Consultant shall secure the services of a cost consultant to provide preliminary cost estimates at Initiation/Feasibility Phase One. Phase two: 100% Schematic Design and Design Development document phases and 90% CD's.

D. Bidding Services

- i. Participate in the pre-bid meeting(s)
- ii. Review bid responses
- iii. Provide supplemental information required by plan review comments if any

E. Construction Services:

- i. Review submittals of proposed materials and equipment
- ii. Invoice review
- iii. Submit documents for permit review.
- iv. Attend pre-construction meeting(s)
- v. Provide necessary engineering services for permitting
- vi. Review permit documents
- vii. Review contractor's shop drawings
- viii. Answer contractor's questions
- ix. Perform construction and final field observations and provide punch list and punch list support
- x. Prepare supplementary drawings as required for clarification
- xi. Support commissioning agent as necessary

F. Meetings

- i. The consultant and applicable sub-consultants shall participate in a preliminary project kick-off meeting and physical design review presentations at completion of Schematic Design, Design Development, and 90% Construction Document completion. Allow 2 hours minimum for each design review session.
- ii. The consultant and applicable sub consultants shall participate in any needed meetings with the local jurisdictions.
- iii. The consultant and applicable sub consultants shall participate in weekly meetings during pre-construction as needed and construction; punch list walkthrough and follow up; and one year warranty walk.

G. Miscellaneous

- i. The schedule and scope to this project may be a challenge due to constraints on construction periods.
- ii. The project will comply with the District's Technical Standards and Education Specifications. Deviations may be proposed by the A/E with appropriate rationale for district consideration. The

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documents can viewed in the Design Standards Program Documentation located at
<https://www.beaverton.k12.or.us/departments/facilities-development/technical-standards>

- iii. The district has implemented the eBuilder Project Management software platform, for coordination efforts, approvals, and expedited communication. All prime project team members will be required to utilize the program. Consultant team members and their designated sub-consultants shall be provided a seat (license) and a minimum four hours training.
- iv. A written specification manual shall be included as part of the 100% construction and permit documents
- v. Understanding that a review of the scope shall occur by the commissioning agent and all comments will be addressed
- vi. All persons involved in the project who will have a physical presence on site at any time during the course of the project will need to clear a background check. The basic criteria of clearance and refusal offenses will be provided by the District Project Representative. Consultants and sub-consultants shall provide a report of who has cleared the background check by an approved agency.

5. PROJECT SCHEDULE:

<u>Project Milestone</u>	<u>Completion Date</u>
Begin Services	on or about September 12, 2019
Phase 1 Feasibility/cost	September 23, 2019
100% SD Pkg due to BSD	October 31, 2019
100% SD Mitigation	November 8, 2019
100% DD Pkg due to BSD	December 9, 2019
100% DD Mitigation	December 19, 2019
90% CD Pkg due to BSD	January 16 th , 2020
90% CD Mitigation	Jan 30 th , 2020
Design Completion	Feb 7 th , 2020
Contractor Bid Solicitation	February 2020
Estimated Construction Start	June 2020
Completion Date	August 2020

6. ADDITIONAL REQUIREMENTS:

- a. **E-Builder.** See sample Contract attached to this Solicitation.
- b. **Background Checks.** See sample Contract attached to this Solicitation.
- c. **BIM.** See sample Contract attached to this Solicitation.
- d. **Contract – Place of performance:** The Services may be performed at a District facility, the Consultant's facility, or a third-party location, or any combination thereof. The District does not intend to provide a physical location for contract performance unless that would directly benefit the project. Any Consultant personnel on-site at any District facility must comply with District requirements for such access.
- e.

7. **BUSINESS EQUITY.** The Proposer understands that the District maintains a goal of engaging minority, women, emerging, service-disabled veteran and socially or economically disadvantaged businesses

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(MWSDVE) as service providers in delivering services necessary to implement our bond program. The District aspires to a goal of ten (10) percent MWSDVE content, by contract value, in completing our capital bond work, and the Consultant shall expend reasonable efforts to reach this content in the total value of their contracts with the District.

Additionally, the District will continue to partner with its Consultants to provide career learning opportunities for students, providing them exposure to various potential career paths, including, but not limited to, architecture, engineering and related services, legal and accounting services through programmatic involvement with the District's Career Pathways Program and Career Related Learning Experiences.

SECTION III – INSTRUCTIONS TO PROPOSERS
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1. FORMAL SELECTION PROCEDURE: Pursuant to OAR 137-048-0220

The District shall use the formal selection procedure described in this solicitation to select a Consultant when the Estimated Fee is expected to exceed \$100,000.

2. PRE-PROPOSAL CONFERENCE:

- a. Purpose. The pre-proposal conference, if held, is conducted with Proposers to explain and discuss the Solicitation requirements.
- b. Required Attendance. If the District pre-proposal conference is mandatory (as indicated on the Summary Page), a proposal submitted by a Proposer who did not attend the mandatory pre-proposal conference would be rejected.
- c. Statements Not Binding. Statements made by the District's representative at the pre-proposal conference do not change the Solicitation Document unless the District confirms such statements with a Written Addendum.

3. SOLICITATION PROTEST AND REQUEST FOR CHANGE: Pursuant to OAR 137-048-0240

Proposers may submit a written protest of anything contained in this Solicitation and may request a change to any provision, specification or Contract term contained in the Solicitation, no later than seven (7) calendar days prior to the date Proposals are due. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the Solicitation provisions, specifications or Contract terms. The District will not consider any protest or request for change that is submitted after the submission deadline. Protest shall be delivered to the Construction Purchasing Manager by Email (contracts@beaverton.k12.or.us), or hand delivered to 16550 SW Merlo Road, Beaverton, OR 97003. Any changes to the Solicitation will be made in issued Addenda pursuant to Paragraph 6 in this section.

4. AWARD SELECTION PROTEST: Pursuant to OAR 137-048-0240

Proposers may Protest Consultant Selection.

- a. Single Award. In the event of an award to a single Consultant, the District shall provide to all Proposers a copy of the selection notice that the District sent to the highest ranked Proposer. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the District no later than seven (7) calendar days after the date of the Notice of Intent to Award a Contract. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of the Solicitation or because the higher ranked Proposers otherwise are not qualified to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the Solicitation.
- b. Multiple Award. In the event of an award to more than one Consultant, the District shall provide to all Proposers copies of the selection notices that the District sent to the highest ranked Proposers. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposers may submit a written protest of the selection to the District no later than 12:00 noon seven (7) calendar days after the date of the selection notices. A Proposer submitting a protest must claim that the protesting Proposer is one of the highest ranked Proposers because the Proposals of all higher ranked Proposers failed to meet the requirements of the Solicitation, or because a sufficient number of Proposals of higher ranked Proposers failed to meet the requirements of the Solicitation. In the alternative, a Proposer submitting a protest must claim that the Proposals of all higher ranked Proposers, or a sufficient number of higher ranked Proposers are not qualified to perform the

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Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the Solicitation.

- c. Effect of Protest Submission Deadline. The District will not consider any protest that is submitted after the submission deadline.
- d. Resolution of Protests. The Purchasing Manager shall resolve all timely submitted protests within a reasonable time following the District's receipt of the protest and once resolved, shall promptly issue a written decision on the protest to the Proposer who submitted the protest. If the protest results in a change to the Solicitation, the District shall revise the Solicitation accordingly and shall issue an addendum in accordance with these rules. If the protest results in a change that effects the Solicitation beyond the ability to issue an addendum to correct the issues raised in the protest, the District may cancel the Solicitation and re-advertise after correction of the issue(s).

5. SOLICITATION CANCELLATION: Pursuant to OAR 137-048-0250

The District may cancel, delay or suspend a solicitation, or reject all Proposals, if the District believes it is in the public interest to do so. In the event of any such cancellation, delay, suspension or rejection, the District is not liable to any Proposer for any loss or expense caused by or resulting from any such cancellation, delay, suspension or rejection. Proposers responding to solicitations are responsible for all costs they may incur in connection with submitting Proposals.

6. ADDENDA:

- a. Issuance; Receipt. The District may change this Solicitation only by Written Addenda. A Proposer must provide written acknowledgement of receipt of all issued Addenda in the space provided on the Proposer Certification Form (Attachment A).
- b. Notice and Distribution. The District will post any and all Addenda via the ORPIN website.
- c. It is the Proposers' responsibility to inquire about Addenda; Proposers should frequently check the ORPIN website until the Solicitation Closing (due date and time) about any Addenda issued, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing.
- d. Timelines; Extensions. The District shall issue Addenda within a reasonable time to allow prospective Proposers to consider the Addenda in preparing their Proposal. The District may extend the Closing if the District determines prospective Proposers need additional time to review and respond to Addenda.

7. ADDITIONAL REQUIREMENTS: Pursuant to OAR 137-048-0220(4)(a)

- a. The District reserves the right to seek clarifications of submitted Proposals, which may or may not affect the evaluation scoring criteria.
- b. The District reserves the right to negotiate a final Contract that is in the best interest of the District.
- c. The District reserves the right to reject any or all Proposals and the right to cancel the Solicitation at any time if doing either would be in the public interest as determined by the District;
- d. Proposers responding to this Solicitation do so solely at their expense, and the District is not responsible for any Proposer expenses associated with the Solicitation;
- e. Failure of the District to insist on strict performance shall not constitute a waiver of any of the provisions of this Solicitation or resulting Contract or waiver of any other default of the Proposer.

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12. RECEIPT, OPENING, AND RECORDING OF PROPOSALS:

- a. The District shall electronically or mechanically time-stamp or hand-mark each Proposal and any modification upon receipt. The District's official proposal time clock is located in the Facilities Development Main Portable at the District Administration Center at 16550 SW Merlo Road, Beaverton, OR 97003. In the event a Proposal is too large to be time stamped a separate piece of paper will be time stamped and attached to the Proposal or the envelope will be marked by hand with the date and time received.
- b. The District shall not be responsible for the premature opening or failure to open a Proposal that is not properly addressed and/or identified.
- c. Proposals will be opened and recorded. The number of Proposals received, the identity of Proposers, or the contents of any Proposal will not be disclosed to the public until all Proposals have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

13. TIES AMONG PROPOSERS: Pursuant to OAR 137-048-0230

- a. If the District is selecting a Consultant on the basis of qualifications alone and determines after the ranking of Proposers that two or more Proposers are equally qualified, the District may select a candidate through any process that the District believes will result in the best value for the District taking into account the scope, complexity and nature of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services. Provided, however, the tie breaking process established by the District under this section cannot be based on the Proposer's pricing policies, pricing proposals or other pricing information, including the number of hours proposed for the services required, expenses, hourly rates and overhead. The process must be designed to instill public confidence through ethical and fair dealing, honesty and good faith on the part of the District and Proposers and shall protect the integrity of the Public Contracting process. Once a tie is broken, the District and the selected Proposer shall proceed with negotiations under OAR 137-048-0210(5) or 137-048-0220(4)(d), as applicable.
- b. If the District is selecting a Consultant on the basis of price alone, or on the basis of price and qualifications, and determines after the ranking of Proposers that two or more Proposers are identical in terms of price or are identical in terms of price and qualifications, then the District shall follow the procedure set forth in OAR 137-046-0300, (Preferences for Oregon Goods and Services), to select the Consultant.

14. NOTICE OF INTENT TO AWARD:

The District shall provide a written Notice of Intent to Award (NOI) to all Proposers at least SEVEN (7) calendar days before the Award of a Contract, unless the District determines that circumstances require prompt execution of the Contract. The District's Award must not be final until the latter of the following: SEVEN (7) calendar days after the date of the NOI, or until the District provides written response to all timely filed protests denying the protest(s) and affirming the Award.

15. CONFIDENTIALITY OF PROPOSALS:

The District is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. The District may withhold from disclosure confidential information pursuant to ORS 192.501 or 192.502.

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- a. The District will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.
 - i. All pages containing the records exempt from disclosure shall be marked “confidential” and segregated in the following manner:
 - A. It shall be clearly marked in bold and on each page of the confidential document.
 - B. It shall be kept separate from the other solicitation (proposal) documents in a separate envelope or package.
 - C. Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
 - D. Where such conflict (in C. above) occurs, the proposer is instructed to respond with the following: “Refer to confidential information enclosed.”
 - (i) This statement “Refer to confidential information enclosed.” shall be inserted in the place where the requested information was to have been placed.
- b. Proposers who desire that additional information be treated as confidential shall mark those pages as “confidential”, cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. The entire proposal shall not be marked confidential. Should a proposal be submitted in this manner, no portion of it shall be held as confidential unless that portion is segregated in the above manner and meets the above criteria.
- c. Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the District will notify the Proposer. If the Proposer disagrees with the District decision, the District may, but is not required to, enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

SECTION IV – RESPONSE AND EVALUATION

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1. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a Proposal in response to this Solicitation. The purpose of this format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each Proposal. Failure to submit Proposals in accordance with the provisions of this Section may be grounds to declare the Proposal non-responsive. Failure to provide any information requested in this Solicitation may result in rejection of the Proposal.

2. PROPOSAL SUBMISSION:

To ensure proper identification and handling, Proposals shall be submitted in a **sealed** envelope marked with the Proposer's name and address and the solicitation number in large block numbers. Proposals shall only be mailed or hand delivered to the person and location indicated on the Summary page of this Solicitation. The District is not responsible for Proposals submitted in any manner, format or to any delivery point other than as required. Proposers are solely responsible for ensuring that the District receives their Proposal at the required delivery point prior to Closing.

3. PROPOSAL FORMAT:

A Proposer's submitted Proposal:

- a. Proposals must be submitted on a USB Flash Drive and delivered by the stated closing time and date, in an envelope clearly marked with the solicitation title and number. The submitted file must be in a format both printable and editable by the District, scanned documents will not be accepted.
- b. There is a fifteen (15) page limit for Proposals which does not include the Proposer Certification or other Required Submissions.

4. REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS: See Attached Proposal Submission Checklist

5. DETAILED PROPOSAL CONTENT REQUIREMENTS:

Proposers must provide a reply to each of the following items. The Proposer Certification Form (see Attachments) shall be completed and submitted as the cover of the Proposer's response. Provide a brief but concise response to each of the following criteria areas. Do not assume the District has any prior knowledge of the Proposer. Proposal response must be in the same order as presented below:

a. APPROACH:

- ii. Describe the Proposers' knowledge and understanding of the Project and Services described in the Statement of Work Section;
- iii. Define the Proposers' approaches to staffing and scheduling needs for the services;
- iv. Define proposed solutions to any perceived design and constructability issues;
- v. Describe the design philosophy, if applicable, and approach to the services described in the Statement of Work Section.
- vi. The District intends to make payment for services, billed on a time and materials basis, up to a Not-to-Exceed contract value, based on submission of specific Deliverables. Define the anticipated Deliverables and applicable estimated percentage of compensation to be requested.
- vii. Typical Deliverables include: those tangible resulting work products that are to be delivered to the District such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings, and reports. Unless otherwise specified by the District, the successful Proposer shall prioritize submitting applicable deliverables electronically, and any paper-

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based deliverables shall be printed double-sided and in bindings or report covers that are fully recyclable, preferably using materials containing post-consumer waste (PCW) recycled content.

b. **EXPERIENCE:**

- i. Proposers' past design experience in HVAC renovations.
- ii. Proposers' availability and capability to perform the required services;
- iii. Proposers' demonstrated ability to successfully complete similar services on time and within budget, including whether or not there is a record of satisfactory performance under OAR 137-048-0120 (2) (the Districts' or other public agency record of Consultants performance);
- iv. Proposers': Performance history in meeting deadlines; Washington County and City of Beaverton building department permit and deferred submittal performance; Accuracy of cost estimates; Producing high quality work; and Meeting financial obligations;
- v. Proposers specific history dealing with architecture screening and structural requirements by local jurisdiction having authority on HVAC retrofits.
- vi. Experience with Design-Bid-Build.
- vii. Status of any required license or certification;

c. **PERSONNEL**

- i. List the Proposers' key staff to be assigned to the project and describe their experience in providing similar services on comparable projects;
- ii. Describe the amount and type of resources, and list the number of experienced staff persons Proposer has available to perform the services described in the Statement of Work Section;
- iii. Show the recent, current and projected workloads of the staff and resources referenced above to be assigned to the project;
- iv. List the proportion of time Proposer estimates that the staff referenced above to be assigned to the project, would spend on the services described in the Statement of Work Section;

d. **SUB-CONSULTANTS:**

- i. List the sub-consultant(s) that would be retained, and their roles with the project, experience of key staff, amount and type of resources, availability, current workload, and proportion of time of key staff related to the services described in the Statement of Work Section;
- ii. List the sub-consultant(s) key staff assigned to the project, their experience, amount and type of resources, availability, current workload, and proportion of time of key staff assigned to the project related to the services described in the Statement of Work Section;
- iii. Describe the sub-consultant(s) demonstrated ability to successfully complete similar services on time and within budget, including whether or not there is a record of satisfactory performance under OAR 137-048-0120 (2) (the Districts' or other public agency record of Consultants performance);
- iv. Describe sub-consultants': Performance history in meeting deadlines; City of Beaverton building department permit and deferred submittal performance; Accuracy of cost estimates; Producing high quality work; and Meeting financial obligations;

e. **REFERENCES:**

- i. Provide a minimum of three (3) references (agency name, contact name, phone, email, brief description of the project), and written recommendations from past clients within the last three (3) years;
- ii. The District withholds the right to contact any other Proposer reference as part of the District's evaluation.

SECTION IV – RESPONSE AND EVALUATION
Solicitation No: RFP 19-0024

iii. References are a required item and do not count in the overall page limitation.

6. PROPOSAL EVALUATION: Pursuant to OAR 137-048-0220(4)(c)

The District shall establish a committee of at least three individuals to review, score and rank Proposals according to the evaluation criteria set forth in the Solicitation. If the Solicitation has followed an RFQ, the District may include the same members who served on the RFQ evaluation committee. The District may appoint to the evaluation committee District employees or employees of other public agencies with experience in Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying, Related Services, construction services or Public Contracting. At least one member of the evaluation committee must be a District employee. The District shall designate one of its employees who also is a member of the evaluation committee as the evaluation committee chairperson. The evaluation committee shall provide to the Construction Purchasing Department the results of the scoring and ranking for each Proposer.

7. EVALUATION CRITERIA:

The District will score each proposal by reviewing and evaluating the proposal content requirements outlined above. The following table indicates how the total points in the scoring will be assigned by required proposal item. Failure to meet minimum requirements for any individual item may disqualify the proposal regardless of the total points scored for the other items. Each item will be evaluated as follows:

PROPOSAL CONTENT REQUIREMENT	Maximum Points Possible
Approach	25
Experience	25
Personnel	30
Sub-Consultants	20
References	Pass / Fail
Proposal Content Sub-Total	100
INTERVIEW – (If Required)	
Interview	50
GRAND TOTAL	150

8. INTERVIEWS: (if conducted)

- a. The evaluation committee may elect to interview Proposers if the evaluation committee considers it necessary or desirable. The top ranked firm, or firms if the scoring is close, may be invited to interview. If the evaluation committee conducts interviews, the interview process will be used to supplement and clarify the information contained in the proposal.
- b. Based upon proposal scoring, as modified by the interview, and the results of reference checks, the firms will be given final ranking by the evaluation committee. The final ranking will be provided to the District for a final decision to award a contract.
- c. Particular details about the interviews will be issued to those firms invited to interview.

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: RFP 19-0024

d. Such interviews and any presentation materials will be at the Proposer's expense.

9. SELECTION AND NEGOTIATION: Pursuant to OAR 137-048-0220(4)(d) and (e)

If the District does not cancel the Solicitation after it receives the results of the scoring and ranking for each Proposer, the District will begin negotiating a Contract with the highest-ranked Proposer following the evaluation and interview (if conducted) process. The Fee Schedule for the Consultant will be considered in negotiations with the District. The District shall direct negotiations toward obtaining written agreement on:

- a. The Proposer's performance obligations and performance schedule;
- b. Payment methodology and a maximum amount payable to the Proposer for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services required under the Contract that is fair and reasonable to the District as determined solely by the District, taking into account the value, scope, complexity and nature of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services; and
- c. Any other provisions the District believes to be in the District's best interest to negotiate.

The District shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if the District and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The District may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, until negotiations result in a Contract. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, the District may end the particular formal solicitation. Nothing in this rule precludes the District from proceeding with a new formal solicitation for the same Services described in this Solicitation that failed to result in a Contract.

PROPOSAL SUBMISSION CHECKLIST

**ALL CERTIFICATIONS, FORMS AND PROPOSAL CONTENT REQUIREMENTS AS SPECIFIED IN SECTION IV
MUST BE INCLUDED IN PROPOSALS.**

____ REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS

The following completed certifications and forms must be signed by the person authorized to represent the Proposer regarding all matters related to the Proposal and authorized to bind the Proposer to the agreement. Failure to submit any of the required, completed and signed certifications/forms shall result in disqualification of the proposing firm.

- ____ PROPOSER CERTIFICATION - This serves as the cover sheet for your Proposal. (Attachment A)
- ____ AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment B)
- ____ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment C)
- ____ PROPOSER RESPONSIBILITY FORM – All Pages. (Attachment D)
- ____ PROPOSER REFERENCE FORMS – Include the # specified on the form. See SECTION IV, Paragraph 5. (Attachment E)

____ DETAILED PROPOSAL CONTENT REQUIREMENTS

Detailed Proposal Content Requirements are specified in SECTION IV, Paragraph 5.

The Proposer is **encouraged** to use the following attachment to identify their Proposal, it is provided for the Proposer's convenience and is **not** required.

ATTACHMENT F Sealed Proposal Label

The following attachment(s) are **NOT** to be returned with the Proposal. The content of these attachment(s) must be reviewed by the Proposer. The terms and conditions will apply to the Contract to be executed for the work.

ATTACHMENT G Sample AIA B101 Contract with Exhibits

This checklist is provided for the Proposer's convenience in assembling your proposal and is NOT required to be returned with the proposal.

SECTION V – ATTACHMENTS
ATTACHMENT A
Solicitation No: RFP 19-0024

PROPOSER CERTIFICATION

Respectfully submitted this _____ day of _____, 20_____.



Signature: _____

Name: _____
(Please type or print)

Phone: _____

Title: _____

Email Address: _____

Firm/Company Name: _____

Physical Address: _____

City, State, Zip: _____

1. The Proposer certifies that he or she has read and understands all terms and conditions of this solicitation.
2. The Proposer acknowledges that the person that signs this Certification is fully authorized to sign on behalf of the Proposer listed and to fully bind the Proposer to all conditions and provisions thereof.
3. The Proposer certifies that Proposer has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this RFP.
4. The Proposer holds a certificate from the Oregon State Board of Architect Examiners, the Oregon State Landscape Architect Board, or the Oregon State Board of Examiners for Engineering and Land Surveying as applicable:
Registration #: _____.
5. The Proposer, pursuant to ORS 279A.120 (1), (check one) is _____/is not _____ a resident Bidder.
If not, indicate State of residency _____.
6. The Proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055 in obtaining any required subcontract.
7. The Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.
8. The Proposer acknowledges receipt of the following addenda: (list by number and date appearing on addenda.)

Addendum Number

Date

Addendum Number

Date

SECTION V – ATTACHMENTS
ATTACHMENT B
Solicitation No: RFP 19-0024

AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS

Proposer: _____

I state that:

- (1) The correct taxpayer identification numbers are:
A. Federal Employer ID Number(EIN): _____ B. Employer's Oregon ID Number: _____
- (2) Proposer is not subject to backup withholding because (i) Proposer is exempt from backup withholding, (ii) Proposer has not been notified by the IRS that Proposer is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Proposer that Proposer is no longer subject to backup withholding;
- (3) The price(s) and amount of this proposal shall be arrived at independently and without consultation, communication or agreement with any other consultant, proposer or potential proposer, except as disclosed on the attached appendix.
- (4) That neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, shall be disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before Contract award.
- (5) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit any noncompetitive proposal or other complementary proposal.
- (6) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- (7) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Beaverton School District in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Beaverton School District of the true facts relating to the submission of proposals for this contract. I am authorized to act on behalf of Proposer, and have authority and knowledge regarding Proposer's payment of taxes, and to the best of my knowledge, Proposer is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4); the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.



(Affiant's Signature)

STATE OF OREGON

County of _____

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

Notary: _____

My Commission Expires: _____

NON-CONFLICT OF INTEREST CERTIFICATION

Issuing Agency: Beaverton School District

I, _____ hereby certify I have read the statement defining conflict of interest as quoted below; that I understand the statement; that no conflict of interest exists as therein defined, which precludes an impartial Bid/Proposal to be submitted by myself or the entity/company for which the Bid/Proposal is submitted, and that if such a conflict should arise, I will immediately notify the Beaverton School District and disqualify my Bid/Proposal.

"NO OFFICER, EMPLOYEE, OR AGENT OF THE BIDDER/PROPOSER HAS ANY PERSONAL FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE OPERATION OF THE BEAVERTON SCHOOL DISTRICT OR WITH ANY PARTY CONNECTED WITH THE OREGON SCHOOL AND DISTRICT IMPROVEMENT NETWORK, DIRECTLY OR INDIRECTLY."



Signature: _____

Name: _____
(Please type or print)

Title: _____

Firm/Company Name: _____
(Please type or print)

Date: _____

**PROPOSER RESPONSIBILITY FORM
(CONTRACTOR’S QUALIFICATIONS AND FINANCIAL INFORMATION)**

DECLARATION AND SIGNATURES

The undersigned hereby declares that the he or she is duly authorized to complete and submit this Proposer Responsibility Form and that the statements contained herein are true and correct as of the date set forth below. Incomplete, incorrect or misleading information will be reason for a determination by the District of Proposer non-responsibility.

Date: _____

 Signature: _____

Name: _____
(Please type or print)

Title: _____
(Please type or print)

Firm/Company: _____
(Please type or print)

Instructions

- 1. The information provided in this form is part of the District inquiry concerning proposer responsibility. Please print clearly or type.**
- 2. If you need more space, use plain paper. Submit completed form with proposal response.**
- 3. Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a finding that the Proposer is not a responsible Proposer.**

SECTION V – ATTACHMENTS
ATTACHMENT D
Solicitation No: RFP 19-0024

SECTION I –RELIABILITY

Has your company ever been declared in breach of any contract for unperformed or defective work?

Yes: ____ No: ____

If “yes”, explain:

Has any employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract?

Yes: ____ No: ____

If “yes”, explain:

Has any employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty?

Yes: ____ No: ____

If “yes”, explain:

Has your company or any employee or agent of your company been convicted under state or federal antitrust laws?

Yes: ____ No: ____

If “yes”, explain: _____

Has any Officer or Partner of your organization ever been an Officer or Partner of another organization that failed to complete a contract?

Yes: ____ No: ____

If “yes”, explain:

SECTION V – ATTACHMENTS
ATTACHMENT D
Solicitation No: RFP 19-0024

**SECTION II – FINANCIAL
RESOURCES**

Has your firm ever been at any time in the last ten years the debtor in a bankruptcy case? Yes: ☐ No: ☐

If “yes”, explain:

Does your firm have any outstanding judgments pending against it? Yes: ☐ No: ☐

If “yes”, explain:

In the past ten years, has your firm been a party to litigation, arbitration or mediation where the amount in dispute exceeded \$10,000? Yes: ☐ No: ☐

If “yes”, explain:

In the past ten years, has your firm been a party to litigation, arbitration or mediation on a matter related to work performance on a contract? Check “yes” even if the matter proceeded to arbitration or mediation without court litigation. Yes: ☐ No: ☐

If “yes”, explain (include court, case number, and party names):

Have you or any of your affiliates discontinued business operation with outstanding debts? Yes: ☐ No: ☐

If “yes”, explain:

SECTION V – ATTACHMENTS
ATTACHMENT D
Solicitation No: RFP 19-0024

SECTION III – KEY PERSONNEL

List the principal individuals of your company, their current job title, the total years of experience they have in the industry and their current primary responsibility for your company. Corporations list current officers and those who own 5% or more of the corporation's stock. Limited liability companies list members who own 5% or more of the company. Partnerships list all partners. Joint ventures list each firm that is a member of the joint venture and the percentage of ownership the firm has in the joint venture.

ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	
ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	
ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	
ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	

Person who will be in direct charge of work if your company is awarded this Contract:

ITEM	PERSON IN DIRECT CHARGE
A. Name	
B. Position	
C. Years in Position	
D. Largest Project Supervised - \$	
E. Largest number of employees ever supervised	

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: RFP 19-0024

PROPOSER REFERENCE FORM

PROPOSER REFERENCE FORM FOR _____
(Insert Name of Proposer)

Proposer shall provide three (3) references and shall use a separate copy of this form for each reference.

Date(s) Work Performed: _____

Name(s) of Project(s): _____

Value of Project(s): \$ _____

Name of Company: _____

Address: _____

Contact Name: _____

Telephone: _____

Email: _____

Method: Subjective Evaluation

Each reference may be checked for, but not limited to, adherence to contract terms and conditions, timelines, quality standards, overall customer service, project being of similar size, scope and complexity.

SECTION V – ATTACHMENTS
ATTACHMENT F
Solicitation No: RFP 19-0024

SEALED PROPOSAL LABEL

SEALED PROPOSAL ENCLOSED

DELIVER TO:

Beaverton School District
District Administration Offices Main Reception
16550 SW Merlo Road
Beaverton, Oregon 97003

SEALED PROPOSAL # 19-0024 DATE: August 1, 2019

PROPOSALS MUST BE RECEIVED NO LATER THAN 2:00 PM PACIFIC TIME


FOR: Raleigh Park HVAC and Electrical Upgrades Design

PROPOSER: _____

Please attach label to outside of Proposal package.

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the date of full execution by the Owner. 

BETWEEN the Architect's client identified as the Owner:

«Beaverton School District #48J»
«16550 SW Merlo Road»
«Beaverton, OR 97003»

and the Architect:

(Name, legal status, address and other information)

« »
« »
« »
« »

for the following Project:

(Name, location and detailed description)

« »
« »
« »

1167503\v3

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

§ 1.1.1 The Owner's program for the Project is set forth in Attachment "A", Request for Proposals [RFP XX-XXXX Title/Date] and Attachment "B", [Additional Data]. [CONFORM TO TRANSACTION – *this needs to be modified if the A/E will be developing the program*]
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.1.2

Any proposals attached to this Agreement are incorporated solely for: (i) any statement of fees and schedule that is consistent with the terms of Section 11 of this Agreement and the other exhibits and (ii) any statement of Architect's and its consultants' scope of services that is consistent with the remainder of this Agreement, or that provides basic services in addition to those stated in this Agreement. No other provisions of any proposal are part of this Agreement, including without limitation any purported limitation on liability. To the extent that a proposal term otherwise conflicts with the other terms of this Agreement, such proposed conflicting terms are void and are expressly and wholly subject to the terms of this Agreement. In the event of overlap or inconsistency between the provisions of such proposals and the other terms of this Agreement, the provision that provides a better quality or quantity of service to Owner shall control.

§ 1.1.2 The Project's location is:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

<< >>

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: \$ _____
(Provide total and, if known, a line item breakdown.)

<< >>

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase anticipated milestone dates:

Planning and Programming:

Schematic Design:

Design Development:

Construction Documents:

Bidding and Negotiations:

Architect shall provide complete sets of each of the above documents to Owner in completed form by the applicable milestone date.

The Contract Time shall be defined as the time from Notice To Proceed by the Owner to the Date of Completion of Contract Documents by the Architect, or to the Date of Final Acceptance of the Project if the Architect's scope includes Construction Administration services. In either case, the Architect agrees to complete the Contract Documents on or before the Date of Completion of Contract Documents specified herein. The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.2 Completion of Contract Documents Date shall be: []

.3 Anticipated Commencement of construction date shall be: []

.4 Anticipated Substantial Completion date shall be: []

.5 Anticipated Project Final Acceptance Date shall be: []

.6 Other milestone dates, if any:

<< >>

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid or Construction Manager/General Contractor

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

<< >>

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

<< >>

<< >>

<< >>

<< >>

<< >>

<< >>

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

<< >>

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

<< >><< >>
<< >>
<< >>
<< >>
<< >>

.2 Civil Engineer:

<< >><< >>
<< >>
<< >>
<< >>
<< >>

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

<< >>

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

<< >>

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained:

.1 Structural Engineer:

<< >>

.2 Mechanical Engineer:

<< >>

.3 Electrical Engineer:

<< >>

.4 [List other Consultants, as required]

§ 1.1.12 Other Initial Information on which the Agreement is based:

<< >>

§ 1.2 The Owner and Architect may reasonably rely on the Initial Information. Both parties, however, recognize that the Initial Information may be changed by Owner and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Architect shall use the District's e-Builder program and other agreed upon protocols, as required, for the transmission and use of Instruments of Service or any other information or documentation in digital form.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement and in Attachment "A", RFP [] for Architectural Services. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. The Architect shall be and operate as an independent contractor in the performance of the services and shall have control over and responsibility for all personnel performing the services. In no event shall the Architect be authorized on behalf of the Owner: to enter into any Contracts or undertakings; to waive any provisions of the Contract Documents; to receive contractual notice on behalf of the Owner; to execute any Certificate for Payment, Change Order or other document; to authorize any payments or accept or approve any documents, work, services, goods or materials which result in a change in the Contract Sum or Contract Time, without prior written approval of the Owner.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect will perform this Agreement and render decisions in a timely manner to avoid delay in the progress of the Project and the Work of the Contractor. The Architect shall work cooperatively to obtain for the Owner the improvements covered by the Owner's program and scope of Work at the lowest cost consistent with quality workmanship, materials, and durability. The Architect shall, at no cost to the Owner, promptly and satisfactorily correct any services Owner reasonably finds to be defective or not in conformity with the requirements of this Agreement.

§ 2.3 The Architect's representative authorized to act on behalf of the Architect with respect to the Project is Identified in §1.1.10. The Architect's representative will devote all of his time as necessary to the Project as may be appropriate to and consistent with full and timely performance of this Agreement by Architect. The Architect may not remove or replace its designated representatives or its principal architects from any Project, so long as they are employed by the Architect, without thirty (30) calendar days' advance written notice to the Owner. The Architect will consult with the Owner and obtain the Owner's approval of any new designated representatives or new or replacement principal architects for the Project. New or replacement designated representatives or principal architects must be qualified and must have adequate experience with similar projects.

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. All deductibles and premiums associated with the insurance shall be the responsibility of Architect.
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.- *MODIFY limits, in particular Professional Liability, as required per project.*)

§ 2.5.1 Commercial General Liability to include premises operations, independent consultants, products/completed operations, and blanket contractual with policy limits of not less than « One Million Dollars and Zero Cents» (\$ 1,000,000.00) for each occurrence and «Two Million Dollars and Zero Cents» (\$2,000,000.00) in the aggregate for Bodily Injury (including death), Personal Injury, and Property Damage.

§ 2.5.2 Automobile Liability and property damage including Bodily Injury covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « One Million Dollars and Zero

Cents» (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation as required by law.

§ 2.5.5 Employers' Liability/Employer's Stop Gap Liability Insurance with policy limits not less than « One Million Dollars and Zero Cents» (\$1,000,000.00) each occurrence, «One Million Dollars and Zero Cents» (\$1,000,000.00) each employee, and property damage in the amount of no less than «One Million Dollars and Zero Cents» (\$1,000,000.00) per occurrence.

§ 2.5.6 Professional Liability covering negligent acts, errors, and omissions in the performance of professional services and covering the Architect and its employees, agents, and consultants, maintained continuously and for at least two years following the issuance of the certificate of Substantial Completion, with policy limits of not less than « Two Million Dollars and Zero Cents» (\$2,000,000.00). per claim and «Five Million Dollars and Zero Cents» (\$5,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, all insurance policies, certificates, and binders of insurance (except workers' compensation and professional liability) shall show the Owner as additional insured, and the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations, and may not seek contribution from any insurance or self-insurance carried by the Owner or the Contractor.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 prior to initiation of any work. The Owner shall have the right, but not the obligation, to prohibit the Architect from entering the Project site until the required certificates (or other competent evidence that insurance has been obtained) in complete compliance with this Section 2.5 are received and approved by the Owner. The certificates of insurance must demonstrate the coverage dates, amount, and type of insurance required by this Section 2.5 or by law; all exclusions or limitations applicable thereto; and the insurers providing the coverage. All policies and certificates of insurance shall expressly provide that coverage shall not be canceled, non-renewed, allowed to lapse, or materially changed by insurer by endorsement or through issuance of other policies of insurance without at least thirty (30) calendar days' written notice to the Owner. [The Architect may be required to provide a certificate of insurance for an individual Project if additional insurance is required by the Owner for that Project. - *include only if this agreement covers multiple projects.*] Upon the Owner's request, the Architect will deliver to the Owner copies of any policy (together with all endorsements, schedules, and other attachments) for any coverage provided pursuant to this Agreement. If the Architect has any self-insured retention or deductibles for any of the required coverages, the Architect must identify on the certificate of insurance the nature and amount of such self-insured retention or deductibles and provide satisfactory evidence of financial responsibility for such obligations. Satisfaction of all self-insured retentions or deductibles shall be the sole responsibility of the Architect.

§ 2.5.9 The Architect's insurance policies shall include the following endorsement: The Architect certifies that the policies listed on the attached Certificate of Insurance are hereby endorsed as follows:

- .1 Beaverton School District: the Beaverton School District Board of Directors; and all other elected or appointed officials; and all agents and employees of the Beaverton School District while acting in their capacity as such, shall be named as additional insured, but only in respect to the contract between the above insured and Beaverton School District.

- .2 This policy(ies) shall be considered as primary insurance and exclusive of any insurance carried by the Beaverton School District, and the insurance evidenced by this certificate shall be exhausted first, notwithstanding the fact that Beaverton School District may have other valid and collectible insurance covering the same risk.
- .3 This policy(ies) shall not be cancelled or reduced in coverage until after thirty (30) calendar days written notice of such cancellation or reduction in coverage have been mailed to certificate holder.

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

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

§ 2.6 To the fullest extent allowed under applicable law, The Architect shall defend, indemnify, and hold harmless the Owner and the Owner's affiliates, agents and representatives and any affiliated or related entities and hold them harmless for, from, and against any and all loss, liability, damage, demands, claims, costs, and expenses, including reasonable attorney fees, to the extent caused in whole or in part by the acts or omissions of the Architect or its agents, consultants, employees, or representatives, including without limitation for:

- .1 Breach of this Agreement by the Architect;
- .2 Death, personal injury (including bodily injury), property damage, or violation of law, regulation, or orders, to the extent caused in whole or in part by the performance of the Architect or those for whom the Architect is responsible;
- .3 Violation or infringement of third-party intellectual property rights by the Architect;
- .4 Any negligent or willful acts or omissions by the Architect, Architect's consultants, or other persons for whom the Architect is responsible;
- .5 Claims for compensation asserted by the Architect's employees (including wage and hour or benefit claims) or any violation of federal, state, or local wage and hour or labor laws and regulations by the Architect or other persons for whom the Architect is responsible; and
- .6 Any impermissible disclosure of proprietary or confidential Owner information.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 2.6. In claims against any person or entity indemnified under this Section 2.6 by an employee of the Architect, the Architect itself, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 2.6 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Architect under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 2.7 The Architect shall be responsible to the Owner for acts and omissions of the Architect's employees, consultants, subcontractors and their respective agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Architect or any of its consultants or subcontractors.

§ 2.8 Business Equity. The Architect understands that the Owner maintains a goal of engaging minority, women, emerging, service-disabled veteran and socially or economically disadvantaged businesses (MWSDVE) as service providers in delivering services necessary to implement its bond program. The Owner aspires to a goal of ten (10) percent MWSDVE content, by contract value, in completing its capital bond work, and the Architect shall expend reasonable efforts to reach this content in the total value of their contracts with the Owner. The Architect shall also report to the Owner updates of the percentage content of MWSDVE in their contract, once each month, to account for any contract amendments that may occur throughout the course of their service.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and in Attachment "A", RFP for Architectural Services and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall coordinate the designs and other services of its consultants and correlate the design documents to be consistent with each other.

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

§ 3.1.3 As soon as practicable, but not later than 30 days after the date of execution of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services consistent with Section 1.1.4. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 Time is of the essence of Architect's performance.

§ 3.1.5 The Architect shall contact governmental authorities and agencies required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to and comply with applicable design requirements imposed by those authorities, agencies and entities.

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

§ 3.1.7 The Architect shall cooperate with and assist the Owner in any appeal or challenge to code or inspection requirements.

§ 3.1.8 Throughout the Project, the Architect shall:

- .1** Advise the Owner of any surveys; tests; inspections; geotechnical or hydrological services; air, water, and soil pollution testing; ground corrosion tests; resistivity tests; test borings or pits; percolation tests; Hazardous Materials testing; or other tests or reports required by law or that should otherwise be procured;
- .2** Recommend and assist the Owner in arranging for the services of engineers or consultants for those tests and services when they are reasonably necessary or required, but shall not itself contract with the engineers or consultants;

- .3 Assist the Owner in arranging for and coordinating those tests or services that are approved and contracted for by the Owner;
- .4 Review all inspections and reports, advise the Owner of their results and recommendations, provide the Owner with copies of those reports or results, if necessary, and report to the Owner and the provider of the inspections or reports any errors or inconsistencies discovered;
- .5 Obtain from the Owner's consultants or engineers the soil bearing, percolation, elevation, and other values necessary to prepare the Architect's designs and Construction Documents; and
- .6 Request verification of this information as necessary to perform its services.

§ 3.1.8 The Architect shall review and comply with all laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities applicable to the Architect's services in effect at the time the services are provided. Architect shall use reasonable efforts, in accordance with applicable professional standards, to inquire into, anticipate, and incorporate into its services, without additional charge, changes to such requirements that will be in effect at the time of applicable permitting, construction and inspections. If a conflict arises between any of these requirements, the Architect will so notify the Owner and will review and recommend proposals to resolve the conflict, and assist the Owner in obtaining approval for any such resolution, as necessary.

§ 3.1.9 Throughout the design process, The Architect shall as a Basic Service review, propose, and comment on value engineering proposals as requested by Owner. If the Owner procures value engineering services, directly or indirectly, the Architect and its consultants shall coordinate with the value engineering efforts by briefing the value engineering consultant, answering its questions, and meeting with the Owner's representatives and the value engineer to determine the advisability of changes in the Architect's design as recommended by the value engineer. The Architect shall make such changes as the Owner directs after such consultation.

§ 3.1.10 The Architect shall coordinate the preparation of plans, specifications, and drawings among those preparing the same to avoid inconsistencies, omissions, or failure of integration among the same.

§ 3.1.11 The Architect shall attend all Project meetings, unless Owner advises Architect that Architect's attendance is not necessary.

§ 3.1.12 The Architect shall provide the Owner with digital records in nonproprietary pdf format, and paper records, of compiled record drawings showing significant approved changes to the Working Drawings during the Construction Phase based on marked-up prints, drawings and other data furnished by the Contractor to the Architect. [DEPENDING ON DISTRICT'S NEED FOR RECORD DRAWINGS, CONFORM TO 4.1.14/4.1.15, WHICH MAKES THIS AN ADDITIONAL SERVICE. ALSO, IF THE DISTRICT IS SEEKING FULL MEASURED AS-BUILT DRAWINGS FROM THE ARCHITECT, WHICH ARE MORE EXPENSIVE, MODIFY THIS TO ADD THIS SERVICE]

§ 3.1.13 The Architect shall evaluate work fabricated off the site, including precast components to the same extent as Architect is required to evaluate on-site Work.

§ 3.1.14 The Architect shall assist the Owner and Contractor in any negotiations with authorities or others in achieving a certificate of occupancy or completion certification, as applicable.

§ 3.1.15 The Architect shall participate in a meeting just prior to the warranty expiration for the purpose of resolving warranty deficiencies and shall consult with and assist the Owner in the resolution of claims for defective work or materials during the warranty period.

§ 3.1.16 The Architect shall provide graphic design materials to assist the Owner in preparation of project signage.

§ 3.1.17 The Architect and subconsultants shall comply with the Owner's guidelines, located at: <https://www.beaverton.k12.or.us/depts/facilities/development-> If Architect believes compliance with the design guidelines would not conform to applicable laws or the applicable professional standard of care, Architect shall so

advise the Owner prior to performance of the Services at issue. The Owner's review or approval of any design documents shall not relieve the Architect of its responsibility for the accuracy and completeness of such documents.

§ 3.1.18 To the extent applicable to ORS 279B.020(5), 279B.235(3), or 279C.540 (6), a laborer shall be paid at least time and a half for all work performed on the legal holidays specified in subsection (1) (b) (B) to (G) of ORS 279C.540 and for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. To the extent required under the statutes, Architect shall give notice in writing to its employees who perform work on Project, either at the time of hire or before commencement of work on this contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. Architect shall post a circular clearly printed in boldfaced 12-point type, and containing a copy of ORS 279C.545, in a prominent place alongside the door of its timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and shall cause the circular to be continuously posted from the inception to the completion of this Agreement.

§ 3.1.19 To the extent applicable pursuant to ORS 279C.530, all employees working under this Contract are subject to employers that will comply with ORS 279C and ORS 656 (Workers' Compensation) or employers that are exempt under ORS 656.126, and the Architect shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury to the Architect's employees, of all sums which the Architect agrees to pay for such services and all moneys and sums which the Architect collected or deducted from the wages of employees pursuant to any law or Contract for the purposes of providing or paying for such services.

§ 3.1.20 To the extent applicable pursuant to ORS 279C.530, all subject employers working under the contract are either employers that will comply with ORS 656.017 (Employer required to pay compensation and perform other duties) or employers that are exempt under ORS 656.126 (Coverage while temporarily in or out of state). The Architect shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury to the Architect's employees, of all sums which the Architect agrees to pay for such services and all moneys and sums which the Architect collected or deducted from the wages of employees pursuant to any law or Contract for the purposes of providing or paying for such services.

§ 3.1.21 The Architect and its consultants shall comply with all virus protection, access control, back-up, password, and other security and other information technology policies of the Owner when using, having access to, or creating systems for any of the Owners' computers, data systems, personnel, or other information sources.

§ 3.1.22 The Architect agrees that each of its employees, consultants' employees and principals/owners involved in the Work, may, at the option of the Owner, be subject to a security background check, at any time. The Owner retains the option to require immediate removal of any sub-consultant, employee or agent. Notwithstanding the foregoing, the Architect and not the Owner, remains solely responsible for performing background checks on and screening for public safety, all consultants and employees and, to the extent allowed by law, shall provide such screening methodologies and information to Owner upon request.

[(Edit below as required for project)]

§ 3.1.23 E-Builder: The Architect will be provided with a license in the E-Builder program platform and all project communications shall be documented through this platform. Refer to Exhibit C regarding system requirements.

§ 3.1.24 Architect shall comply with the Building Information Modeling provisions of Exhibit [____].

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and proposed delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1)

any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

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

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

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.2.8 The Schematic Design Documents will identify any systems, materials or equipment for which contractors or others not engaged by Architect will provide design services or certifications ("Delegated Design Components"), which Delegated Design Components shall be consistent with this Agreement and subject to Owner's approval.

§ 3.2.9 The Schematic Design Phase shall include a thorough code search by Architect identifying in writing all applicable building codes and ordinances and certification requirements.

§ 3.2.10 Before the Architect proceeds with the Design Development Phase, the Architect shall make a presentation of its Schematic Design to the Owner including, but not limited to, explaining its conformance with and any approved exceptions to the Owner's design guidelines.

§ 3.2.11 Following the approval of the Owner, the Architect shall seek and secure review of Schematic Design Documents by all regulatory and certification agencies as may be necessary or appropriate, and obtain approval by those agencies. The Architect shall participate in public hearings or presentations, if required, in order to receive approval of the regulatory agencies.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Before the Architect proceeds with the Construction Document Phase, the Architect shall make a presentation of its Design Development Documents to the Owner including, but not limited to, explaining its conformance with and any approved exceptions to the Owner's design guidelines.

§ 3.3.4 Following the approval of the Owner, the Architect shall continue to seek and secure review of Design Development Documents by all regulatory and certification agencies as may be necessary or appropriate, and obtain ultimate approval by those agencies. The Architect shall participate in public hearings or presentations, if required, in order to receive approval of the regulatory agencies.

§ 3.4 Construction Documents Phase Services

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

- .1** The Construction Documents shall be provided to the Owner for review and comment at the following points of completion: 50%, 80%, 98%, and 100%. Refer to Exhibit B for detailed requirements. Architect shall incorporate or address Owner comments, as applicable, in the Construction Documents not later than the next required iteration.
- .2** When Construction Documents are 80% complete, the Architect shall make a presentation to the Owner which will include, but not be limited to, explaining its conformance with and any approved exceptions to the Owner's guidelines. The Owner's approval shall not be deemed approval of the construction means, methods or techniques, which are the responsibility of the contractor.
- .3** When Construction Documents are 98% complete, the Architect will submit the required number of plans and specifications to the permitting jurisdictions for plan review and approval and file applications on behalf of the Owner for such permits, at least twenty (20) calendar days prior to the first planned bid advertisement date.
- .4** The Architect shall provide revised, final Construction Documents to the Owner to issue for bidding at least five (5) calendar days prior to the scheduled bid advertisement date.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project, shall prepare the Construction Documents to meet all requirements of the most recent applicable codes, regulations, and industry standards adopted in the jurisdiction. The Architect will respond to all comments, requests, or changes requested by federal, state and local governments, or certification agencies with jurisdiction over the Project or its use, including, when required, filing and prosecuting routine appeals and modifying Construction Documents. If a conflict arises between any of these requirements, the Architect will so notify the Owner and will review and recommend proposals to resolve the conflict, and assist the Owner in obtaining approval for any such resolution, as necessary.

§ 3.4.3 During the development of the Construction Documents, to the extent requested by Owner, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between

the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall coordinate with Owner or an Owner-approved cost consultant to estimate the cost of the Project based on the Construction Documents, and update the estimate for the Cost of the Work. If the cost estimate exceeds the Owner's budget established under Section 5.2, the Architect shall proceed according to Sections 6.5 through 6.7.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Construction Documents delivered to the Owner and to permitting or certification agencies shall be effectively complete, coordinated, and internally consistent, and shall contain no undisclosed missing elements.

§ 3.4.6 The Architect will provide for each Project three sets of Construction Documents to the Owner and Contractor (and such documents in electronic format, if requested) for use by the Owner-Contractor, its subcontractors, and others who must review or approve the Project, as may be reasonably requested. The Architect will furnish additional sets of the Construction Documents as required to authorized recipients at the recipients' expense, at Architects' cost of reproduction.

§ 3.4.7 Following the approval of the Owner, the Architect shall seek and secure review of Construction Documents by all regulatory and certification agencies as may be necessary or appropriate, and obtain ultimate approval by those agencies. The Architect shall participate in public hearings or presentations, if required, in order to receive approval of the regulatory agencies.

§ 3.4.8 Statutory Requirements. In addition to all other applicable legal requirements and professional standards:

- .1 Pursuant to ORS 671.020, all Drawings and the title page of all specifications intended to be used as construction documents shall bear the stamp of a registered architect and shall be signed by the Architect.
- .2 Pursuant to ORS 671.025, the plans and specifications shall bear identification which shall include without limitation the Project name and location, the name, address and telephone number of the person responsible for the preparation of the documents, the name, address and telephone number of the Owner, and the date the document was issued.
- .3 All Drawings and plans as required in ORS 455.645 for the structure shall be certified by a qualified professional engineer or qualified architect. The design shall provide for resistance to lateral forces including wind and earthquakes, as well as gravity loads, in accordance with accepted engineering practice and governing building codes. The design shall be accompanied by supporting lateral load calculations.
- .4 Architect shall cause all Plans and Specifications to conform to the applicable requirements of ORS 279C.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) recommendation of an award of contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 preparing the Bidding Documents;
- .2 attending a pre-bid conference and walk-through for prospective bidders;

- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents so the Owner may issue them in the form of addenda; and,

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and recommend approval or rejection to the Owner. The Architect shall prepare documentation identifying substitutions approved by the Owner for the Owner to include in the form of addenda. The Owner will distribute addenda to all prospective bidders.

§ 3.5.2.4 The Architect shall assist the Owner in evaluating the Contractor's proposals for Work to be performed by the Contractor or an affiliated entity, including evaluation of proposals by subcontractors or other benchmark pricing submitted in connection with the Contractor's proposals for self-performed Work.

§ 3.5.2.5 The Architect if requested shall undertake a reasonable investigation of the "responsibility" of the bidders and report its findings to the Owner.

§ 3.5.2.6 The Architect if requested shall attend bid opening, tabulate the bids and generally assist in evaluating the bids.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 organizing and participating in selection interviews and walk-throughs with prospective contractors; and
- .2 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare addenda identifying substitutions approved by the Owner. The Owner will distribute the addenda to all prospective contractors.

§ 3.5.3.4 The Architect shall assist the Owner in evaluating the proposals for Work to be performed, including evaluation of proposals by subcontractors and benchmark pricing submitted in connection with the Contractor's proposal for self-performed Work.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction as modified by Owner.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall report to the Owner all observed deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work unless the Plans and Specifications direct such construction means, methods, techniques, sequences or procedures, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents unless Architect observes but fails timely to report such failure to the Owner. The Architect shall be responsible for the Architect's and its consultants' negligent acts or omissions including, but not limited to, the failure to identify and notify the Owner of defective work or work that is not in compliance with the Construction Documents and to seek correction of such defective work, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on later of the date the Architect issues the final Certificate for Payment or Final Completion of the Work. The Architect will furnish architectural services and consultations necessary to correct minor construction defects encountered during the correction period.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at least weekly and otherwise at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, to observe and report defects and deficiencies in the Work, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. . The Architect shall make on-site inspections to check the quality and quantity of the Work as set forth in this Agreement. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and shall report in writing to the Owner within twenty-four hours of the observation of the following in a form acceptable to the Owner: (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Architect shall work with Owner to ensure that such deviations and deficiencies are corrected as a part of its Basic Services.

§ 3.6.2.2 The Architect has the authority to and shall, with advance written notice to the Owner, reject Work that does not conform to the Contract Documents. Architect shall give Owner prior notice of any proposed rejection of Work and shall identify to Owner the nature of the deficiency Architect perceives in the Work proposed to be rejected, and shall inform the Owner contemporaneously of any rejection of Work or documents or submittals. Whenever the Architect considers it necessary or advisable, the Architect shall, after consultation with the Owner, have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, or Owner decides not to have an Initial Decision Maker, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect will consistently attend construction progress and scheduling meetings at the Project site, ensure that such meetings are regularly scheduled, review and approve or reject the Contractor's Critical-path Method schedule for the Work, and address all matters within the scope of the Architect's services for the Project. The Architect shall review and correct minutes and other meeting documentation prepared by others, and ensure that appropriate minutes and Project documentation are maintained and preserved.

§ 3.6.2.7 The Architect will require its consultants and engineers to perform periodic visual observations necessary to determine whether materials and equipment provided by the Contractor to be installed or incorporated in the Work conform to the requirements of the Contract Documents.

§ 3.6.2.8 The Architect shall submit to the Owner a written field report approximately every week or more frequently as appropriate to the work being performed on the job site. Architect promptly shall notify Owner of any

failure by Contractor, subcontractors or any other person performing any of the work to carry out that work in accordance with the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review, check the calculations of, and certify the amounts due the Contractor and shall issue certificates in such amounts within five (5) calendar days of Contractor's Application for Payment in a form acceptable to Owner together with any other documents, certificates, instruments and information reasonably requested by Owner. Architect shall conduct its monthly on-site inspection with the Owner's Representative and shall consult with Owner's Representative to reach agreement on the progress of the Work and on the amounts due the Contractor. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and if requested by the Owner, that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. Architect also shall assemble and certify all certificates of payment and backup information which may be reasonably necessary or of assistance to Owner in filing required documentation for governmental authorities. Architect shall submit all periodic and final Certificates of Payment and completion to Owner for Owner's review and concurrence before issuing the same.

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

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

§ 3.6.3.4 The Architect shall complete its review of each Application for Payment from the Contractor and deliver the Certificate for Payment (or rejection of the Application for Payment) to the Owner within five (5) calendar days from the date of the Architect's receipt of the Application for Payment. Architect shall submit all periodic and final Certificates of Payment and completion to Owner for Owner's review and concurrence before issuing the same.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness (not exceeding fourteen (14) calendar days) while allowing sufficient time, in the Architect's professional judgment, to permit adequate review within the Project schedule.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect and its consultants shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, including checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component, or of unknown deviations from the Contract Documents not specifically identified in the submittal, provided that the Architect may be liable for its submittal approvals or for deviations from the Contract Documents in the event the Architect's submittal requirements or review do not meet its standard of care as provided in this Agreement.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment (i.e., Delegated Design Components), the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall include checking for conformance with information given and the design concept expressed in the Contract Documents and determining that the systems, materials, or equipment are designed in conformance with the performance or design criteria. The Architect shall be entitled to reasonably rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals. Architect also shall be responsible for Coordination of such Delegated Design Component work. "Coordination" of Delegated Design Component work means (i) overseeing the timeliness of Delegated Design Component work and promptly notifying Owner and Contractor of any delay in the same; (ii) reviewing the designs and specifications of the design-builders for observable quality problems and to detect incompatibilities or inconsistencies with Owner's program and Architect's designs and specifications ("Design Conflicts"), (iii) preparing Architect's plans and specifications to reasonably avoid Design Conflicts; (iv) identifying Design Conflicts promptly to Owner and Contractor, and making proposals to Owner and Contractor for resolution of Design Conflicts, (v) implementing resolutions of Design Conflicts into Architect's drawings and specifications, (vi) submitting the Delegated Design Component drawings and specifications together with Architect's drawings and specifications for permitting and bid packages; and (vii) performance during the construction phase of Architect's duties with respect to review of the Delegated Design Component work. The cost of such services in connection with the Delegated Design Component work is included in Architect's Basic Services.

§ 3.6.4.4 The Architect shall review and respond within five (5) working days to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits indicated above or as otherwise agreed upon. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order or authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve aesthetic changes or an adjustment in the Contract Sum or an extension of the Contract Time. The Architect must notify the Owner's Representative in advance of any such changes. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.5.3 The Architect shall review requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a written recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall prepare a written estimate of the additional cost and time that might result from such change, including any additional costs attributable to a change in services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to validate (or at the Owner's request determine) the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 collect, receive, and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the punch list submitted by the Contractor of Work to be completed or corrected. Operations and maintenance materials prepared by the Contractor and its subcontractors shall be reviewed by the Architect in the same manner as submittals.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work, and shall issue Certificates of Substantial Completion using AIA Document G704 or a substantially similar form acceptable to Owner.

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and prepare a punch list of required corrective actions by the Contractor, distribute the written documents to the Contractor, and make appropriate recommendations to the Owner.

§ 3.6.6.6 The Architect shall provide any documentation that may be required by the Owner's lender or other financing source on the Project ("Lender") verifying completion of the Project in compliance with the Contract Documents and other certifications reasonably required by the Lender.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 - DELETED -

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. All services reasonably required to provide the services described in Section 3 are Basic Services. Except for services required due to the fault, neglect, or nonperformance of the Architect or its consultants, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Architect shall secure Owner prior written approval of any Additional Service. If the Architect's approval request does not state that the service is an Additional Service, it shall be deemed a Basic Service, and Owner may, in its approval, reserve the right to assert that some or all of the services characterized by Architect as Additional Services are Basic Services. Furthermore, a service will only be considered a potential Additional Service only to the extent Architect establishes that Architect's costs are increased as a result of the same.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a material unanticipated change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service, after issuance of permits;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations after issuance of permits that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner (given a reasonable period for response), or any other failure of performance on the part of the Owner or the Owner's consultants or contractors for which the Architect can demonstrate an impact to the schedule that increases Architect's costs;
- .5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except (i) where the Architect is party thereto, or (ii) when necessary for issuance of permits;
- .6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall not compensate the Architect as an Additional Service for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal materially out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's excessive requests for information that are not prepared in accordance with the Contract Documents if such information is otherwise available to the Contractor from typical study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation.

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

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

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is later, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within the time identified in Section 4.2.4, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide (unless already provided) information reasonably requested, if necessary, and relevant for Architect to perform in a timely manner regarding requirements for and limitations on the Project to the extent such information is identified herein.

§ 5.2 Unless stated herein or in the Request for Proposals, the Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project

as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Architect shall thereafter advise the Owner concerning the resulting effects on the Project's scope and quality.

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

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

§ 5.5 The Owner shall, if the Owner determines applicable and to the extent available, furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates to Owner's satisfaction that they are reasonably required by the scope of the Project, other than consultants required for the performance of the Architect's services.

§ 5.7 Each party shall coordinate the services of its own consultants with those services provided by the other. Upon each party's request, the other party shall furnish copies of the scope of services in the contracts between the other party and its consultants. The Owner's engagement of a consultant does not limit or define the scope of services, tests or inspections to be provided by Architect or its consultants.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. This paragraph does not limit or define the scope of tests or inspections to be provided by Architect or its consultants.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that Owner determines reasonably necessary at any time for the Project to meet the Owner's needs and interests. Owner retains the right to self-insure.

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

§ 5.11 The Owner may communicate directly with the Contractor and Architect's consultants, but may elect to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.12 Before executing the Contract for Construction, the Owner shall endeavor to coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Architect, at Owner's request, shall cooperate with such coordination. The Architect may request that the Owner provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

§ 5.14 The Owner's approval, acceptance, use of or payment for all or any part of the Architect's services hereunder shall in no way alter the Architect's obligations or the Owner's rights hereunder, nor excuse Architect or its consultants from any failure to perform in accordance with the applicable standard of care.

§ 5.15 Architect acknowledges that the provisions of the Oregon Tort Claims Act (ORS 30.260-30.300) apply to the obligations of the Owner, and any such obligation shall be limited as provided in the applicable provisions of the Oregon Tort Claims Act and other applicable law notwithstanding any other provision of this Agreement seemingly to the contrary.

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted by Owner throughout the Project under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing or verifying the estimates of the Cost of Work, the Architect shall be permitted, subject to the Owner's prior approval, to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents. The Architect shall recommend reasonable adjustments in the program and scope of the Project; and recommend and include design and bid alternates acceptable to Owner as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate or verification of the Cost of the Work shall be based on the best method reasonably available, which may include (without limitation) current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner may, at Owner's discretion, adjust Owner's budget for the Cost of the Work to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall, as a Basic Service, make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect or the Owner's consultants, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6, absent professional negligence.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications, and other documents, including those in electronic form, prepared by the Architect and Architect's consultants for the Project are the "Instruments of Service". The Architect and its consultants warrant that in transmitting Instruments of Service, or any other information, the transmitting party (along with Owner) is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 It is intended that the Instruments of Service of Architect and its consultants are work made for hire by an independent contractor under provisions of the U.S. Copyright Act and that therefore the Owner shall be deemed the Instruments of Service's owner. If Architect's or its consultant's work does not meet the definition of work made for hire by an independent contractor, then Architect hereby irrevocably and unconditionally assigns and transfers to the Owner (and shall cause its consultants in their consultant agreements, or otherwise, to irrevocably and unconditionally assign and transfer to the Owner) all right, title and interest in all Instruments of Service, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Architect waives and releases (and shall cause its consultants to waive and release) all rights relating to the ownership of the Instruments of Service produced under this Contract, including any rights arising under 17 U.S.C. § 106A. As owner of the Instruments of Service, the Owner shall have the right to use or grant licenses for use of the Instruments of Service, including licenses for use to the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service for use in performing the services on the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, Architect may be equitably entitled to additional compensation for the rights conveyed under this Article 7. Architect and its consultants retain the right to use standard architectural and engineering details included in the Instruments of Service for other projects.

§ 7.3.1 In the event the Owner uses the Instruments of Service on another project without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses that Architect establishes would have been avoided by Owner's retention of the author for such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4, or to negligent, deficient or nonconforming services of Architect or its consultants.

§ 7.4 Except for the rights and licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. To the extent use is restricted by this Section 7, any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 Notwithstanding any other provision of Section 7.3, Instruments of Service may be continuously used for construction of the Project during the pendency of any dispute between the Owner and the Architect, including without limitation any dispute for payment, and thereafter. Neither Architect nor any of its consultants shall have

any right to stop or enjoin use of the Instruments of Service by Owner, and any claim of Architect or its consultants for unauthorized use shall be limited to appropriate monetary relief.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction, as modified by Owner. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.2 Mediation

§ 8.2.1 At Owner's sole election, any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

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

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 Any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation (whether or not mediated) shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement, except that notwithstanding such Rules, there shall be a single arbitrator. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. Any arbitration of a claim or dispute under this Agreement shall be conducted in the county location of Owner, unless the parties mutually agree upon a different location.

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

§ 8.3.1.2 Arbitration shall be conducted by a mutually agreed to private arbitrator selected by the parties. If the parties cannot agree, each will select an arbitrator, then the two arbitrators will select a third. The third arbitrator shall arbitrate the dispute between the parties.

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

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

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.3.4.4 In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees, and all deposition, reporting and transcription costs, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make undisputed payments to the Architect in accordance with this Agreement for more than thirty (30) calendar days, such failure may be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) calendar days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Architect shall not suspend services, withhold documents or terminate this Agreement for nonpayment in the event of a good faith dispute, so long as Owner continues to make undisputed payments.

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

§ 9.3 If the Owner suspends the Project for more than ninety (90) cumulative calendar days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) calendar days' written notice.

§ 9.4 Except as otherwise provided, either party may terminate this Agreement upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement, in whole or in part, upon written notice to the Architect for the Owner's convenience and without cause. If Owner terminates for cause, Owner at any time may, by notice to Architect, convert the termination to a termination for convenience. In the event Owner terminates for cause and it is determined that Owner did not have sufficient cause for termination, such termination shall be deemed at Owner's convenience under this Section. Termination for convenience shall not impair Owner's other rights, including without limitation its rights and remedies for negligence and breach of this Agreement. In no event shall Architect have a claim for damages, lost profits on services not performed, or otherwise on account of the termination of the Contract by Owner, with or without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses incurred prior to termination, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, but in no event more than the maximum compensation provided in this Agreement for performance of Services through the Phase of Services then complete or partially complete. In no event shall Architect be entitled to anticipated profit or overhead on the value of the services not performed by the Architect after any termination.

§ 9.7 Except as otherwise expressly provided herein, the obligation to provide Services under this Agreement shall terminate one year from the date of Substantial Completion.

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

§ 9.9 Upon any termination of this Agreement, the Owner shall be free to contract with any of Architect's consultants for performance of continued or further services on this project. Architect shall cooperate in such process and shall take no action to prevent or delay such contracting.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. The Architect shall not assign this Agreement without the written consent of the Owner. The Owner may assign this Agreement or any rights under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) calendar days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment in connection with financing or revenue bonds, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least fourteen (14) days prior to execution.

The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

§ 10.7 The Architect shall not include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials without Owner's prior approval. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or its consultants receives information specifically designated or reasonably inferable as "confidential" or "business proprietary," or which contains financial information or plans of Owner, the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The Architect may disclose "confidential" or "business proprietary" information after seven (7) days' notice to the Owner, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the Architect to defend itself in any dispute. The Architect may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Notices under this Agreement will be deemed to have been delivered when given in person or sent successfully by email or facsimile transmission with confirmed delivery, one (1) business day after being sent by overnight courier (charges prepaid), or four (4) business days after being mailed, postage prepaid, in each case to the appropriate address as listed in this Agreement (or to such other address as either party may from time to time designate by written notice given to the other party). Notice to a party, including a notice that must be in writing, may be satisfied by its inclusion in written meeting minutes distributed to the parties.

§ 10.11 The Architect warrants and represents that the Architect and its consultants are properly licensed under all applicable laws to perform their services in the jurisdiction in which each Project is located. Each person who performs the services shall be experienced and qualified to perform the services they perform. If requested by the Owner, the Architect shall remove from the Project, without cost to the Owner or delay to the Project any person whose removal the Owner reasonably requests.

ARTICLE 11 COMPENSATION

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

Work shall be billed time and materials not-to-exceed the amounts, by phase, or if less, the percentage complete by phase, as indicated below:

Conceptual Design Phase

Not-to-Exceed \$[_____]

Schematic Design Phase	Not-to-Exceed	\$[_____]
Design Development Phase	Not-to-Exceed	\$[_____]
Construction Documents Phase	Not-to-Exceed	\$[_____]
Bidding or Negotiation Phase	Not-to-Exceed	\$[_____]
Construction Phase	Not-to-Exceed	\$[_____]
Reimbursable Expenses	Not-to-Exceed	\$[_____]
<hr/>		
Total Basic Compensation	Not-to-Exceed	\$[_____]

§ 11.2 - DELETED -

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«Per "Attachment D" Hourly Rates, with a not-to-exceed cap»

§ 11.3.1 If Additional Services are required during the course of the Project under Section 4.1 and approved by Owner, and a stated lump-sum or not-to-exceed compensation for the Service is not stated herein, the Architect shall prepare a detailed statement of the total cost of those Additional Services and submit it to the Owner for approval before the services are rendered. Thereafter, costs for Additional Services may not be incurred in excess of the approved amount without prior written approval of the Owner. Compliance with this Section 11.3.1 is a condition precedent to payment for Additional Services.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «zero» percent («0»%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Additional Services.)

« »

§ 11.5 – DELETED -

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth in Attachment D. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are included in the compensation for Services (see Section 11.1) and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, to the extent consistent with Owner's current reimbursement policy, as follows:

- .1 Permitting and other fees required by authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, and standard form documents;
- .3 Postage, handling, and delivery;
- .4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .6 Other similar Project-related expenditures approved in advance by the Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «zero» percent («0» %) of the expenses incurred. Reimbursable Expenses shall not exceed the amount specified in Section 11.1 without prior written approval of the Owner, which may be given or withheld in Owner's discretion.

§ 11.8.3 To the extent Architect's proposal or any provision or exhibit of this Agreement identifies an expense as included in the Architect's fee, it shall not be subject to reimbursement as a Reimbursable Expense.

§ 11.9 Compensation for Use of Instruments of Service

If the Owner or Architect terminates the Agreement for any reason, Architect shall deliver to Owner all Instruments of Service that are not already in Owner's possession, and the Owner shall not be required to pay any fee as compensation for the Owner's continued use of the Instruments of Service.

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of zero dollars (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of an approvable Architect's invoice, together with (i) evidence that Architect has paid its consultants current up to the prior pay period (if required by Owner) and (ii) all certificates, documents and designs included in the work covered by the statement. Amounts unpaid «30» («thirty») days after the approved invoice receipt date shall bear interest at the legal rate prevailing from time to time at the place of the Project. Submission of Architect's invoice constitutes a waiver of payment claims by the Architect and its consultants for work performed during the coverage date of the invoice, except the amount stated in the invoice.

Interest will accrue at an annual rate of one percent over the prime lending rate published by U.S. Bank in Portland, Oregon, on the date on which interest begins to accrue.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or is liable for the amounts.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at the time of invoice and thereafter.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

[«X»] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

[CONFORM LIST TO EXHIBIT REFERENCES IN TEXT AND OTHER DESIRED EXHIBITS]

.2 Other documents:

- Exhibit A – Initial Information
- Exhibit B – Submittal Requirements and Milestones
- Exhibit C – e-Builder Electronic Data Requirements
- Exhibit D – Architect Proposal dated _____

This Agreement entered into as of the date of full execution by the Owner.

Beaverton School District

Architect

District Representative Date

Signature of Person Authorized to Bind Architect Date

Department Administrator Date

Printed Name and Title

Executive Administrator for Facilities Date

Telephone Number

Business Services Administrator Date

e-Mail Address

Business Services Purchasing Date

Not a valid contract until all signatures are complete.

Exhibit "B"

Architect Submittal Requirements & Milestones

This Attachment lists the items to be provided by the Architect in accordance with Article 3, Scope of Architect's Basic Services, in the Architect's Services Contract Conditions. This list is not all inclusive nor is it limited to any items referred to or implied in other parts of the Agreement or normally provided under Article 3 of the Architect's Services Contract Conditions. Items listed shall be included as Basic Services as fully as if individually listed in Article 3.

ITEM	SCHEMATIC DESIGN PHASE @100% SD	DESIGN DEVELOPMENT PHASE @100%DD	CONSTRUCTION DOCUMENT PHASE @80% CD	CONSTRUCTION DOCUMENT PHASE @100%CD
Design Documents	Drawings and Narrative developed to meet the requirements listed below	Drawings and Outline Specification developed to meet the requirements listed below	Drawings and Specification developed to meet the requirements listed below	Complete and Accurate Drawings and Specifications Incorporating Input from 80% CD Review
Specification	<ul style="list-style-type: none"> System & material narrative description 	<ul style="list-style-type: none"> Outline specification 	<ul style="list-style-type: none"> Part 1 Description 100% Complete Part 2 Installation 100% Complete Part 3 Execution 75% complete 	<ul style="list-style-type: none"> Complete and Accurate specification
CAD electronic files	N.A.	<ul style="list-style-type: none"> Provide editable electronic copy of CAD floor plan to Owner 	N.A.	<ul style="list-style-type: none"> At Project Closeout Provide Complete & accurate As-Built CAD files (all drawings)
Site	<ul style="list-style-type: none"> Existing conditions Site footprint Site entrance Demolition Site utilities Utility requirements Roads & driveways Loading dock location Future expansion Walkway locations Stairway locations Parking locations Recycling & Waste collection locations 	<ul style="list-style-type: none"> Pedestrian circulation Utility details Dimensions Traffic flow plan Handicapped flow plan Lighting plan Stairway connections Waste containers Bicycle facilities Site drainage Erosion Control Play Areas and Playing Fields 	<ul style="list-style-type: none"> 80% Site = 100% complete 	<ul style="list-style-type: none"> Pipe sizes Connection details Construction phasing Site development phasing Street use plan Include Contractor parking and Construction area for remodels
Landscaping	<ul style="list-style-type: none"> Existing conditions Existing irrigation 	<ul style="list-style-type: none"> Irrigation plan Planting plan Irrigation legend Planting Schedule 	<ul style="list-style-type: none"> Complete Irrigation Specification Landscaping Plans 80% = 100% 	<ul style="list-style-type: none"> Soil preparation & planting specifications Guying details Piping diagrams Pipe sizes Design calculations Existing tree protection
Building Exterior Envelope	<ul style="list-style-type: none"> Typical elevations 	<ul style="list-style-type: none"> Typical wall sections 	<ul style="list-style-type: none"> Should include coordination of disciplines, and all work 	<ul style="list-style-type: none"> Roof details

ITEM	SCHEMATIC DESIGN PHASE @100% SD	DESIGN DEVELOPMENT PHASE @100%DD	CONSTRUCTION DOCUMENT PHASE @80% CD	CONSTRUCTION DOCUMENT PHASE @100%CD
	<ul style="list-style-type: none"> • Building cross-sections • Fenestration layout • Material designations • Energy code requirements • Roof layout 	<ul style="list-style-type: none"> • Typical window details • Exterior door details • Roof & drainage plan • Parapet & coping details 	<ul style="list-style-type: none"> • of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> • Exterior details • Roof mounted equipment • Flashing details
Structural	<ul style="list-style-type: none"> • Structural scheme • Existing bldg: provide written description including seismic analysis of & proposed strengthening techniques 	<ul style="list-style-type: none"> • Structural sections • Typical floor framing plan • Main member sizing • Foundation Plan • Structural legend 	<ul style="list-style-type: none"> • Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> • Structural details • Foundation details • Beam & column schedules • Structural notes • Calculations
Building Interior	<ul style="list-style-type: none"> • Typical floor plans (min. 1/16" scale) • Area use identification & are in sq. ft. • Janitor closet(s) location(s) • Circulation paths • Preliminary layouts of major lab spaces • Show flexibility for expansion and alterations • All room naming • Area tabulations compared to program requirements • Code study: existing, area separation, etc. • Mechanical, electrical and other services closets and rooms 	<ul style="list-style-type: none"> • All floor plans (min 1/16" scale) • Wall types, fire ratings, smoke control zones • Partition types • Defined seating, serving & kitchen facilities • Fixed seating • Equipment & furniture layouts • Room numbering: dual numbering District and plan 	<ul style="list-style-type: none"> • Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> • Dimensioned floor plans • Finish schedules • Door & hardware schedules • Interior elevations • Reflected ceiling plans • Partition details • Interior details
Elevators	<ul style="list-style-type: none"> • Elevator location(s) • Equipment room location(s) 	<ul style="list-style-type: none"> • Elevator shaft section • Equipment description • Elevator legend 	<ul style="list-style-type: none"> • Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> • Dimensioned plans • Complete specification • Door & frame details • Interior details with lighting
Plumbing & Piping	<ul style="list-style-type: none"> • Narrative • Water Service Entry • Fixture locations • Mechanical legend 	<ul style="list-style-type: none"> • Location of headers • Location of pipe chases • Water header diagram • Central cooling water header diagram • Steam header diagram • Piping plans 	<ul style="list-style-type: none"> • Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> • Pipe sizes • Radiation riser diagram • Plumbing riser diagram • Water header diagram • Central cooling water riser diagram • Chilled water riser diagram

ITEM	SCHEMATIC DESIGN PHASE @100% SD	DESIGN DEVELOPMENT PHASE @100%DD	CONSTRUCTION DOCUMENT PHASE @80% CD	CONSTRUCTION DOCUMENT PHASE @100%CD
				<ul style="list-style-type: none"> Coil piping detail Convactor piping detail Water heater piping detail Design calculations
HVAC	<ul style="list-style-type: none"> Narrative: Identify all systems One-line flow diagrams Energy code requirements Special occupancy zones Mechanical legend Air intake & discharge locations 	<ul style="list-style-type: none"> Preliminary calculations One-line duct layout Equipment list Equipment locations Control diagram Sequence of operation M/E smoke control scheme (matrix) 	<ul style="list-style-type: none"> Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> Equipment details Installation details Cross sections Connection to FA & MCC Design calculations
Fire Protection (Mechanical)	<ul style="list-style-type: none"> Connection to utility Location of sprinkler valve 	<ul style="list-style-type: none"> Riser diagram One-line layout Sprinkler legend 	<ul style="list-style-type: none"> Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> Complete specifications Design Build Submittals to include: Sprinkler valve details Header & piping layouts Pipe sizes Design calculations
Lighting	<ul style="list-style-type: none"> Narrative Including: Zones w/foot-candles Fixture types Control Strategy Energy code requirements 	<ul style="list-style-type: none"> Fixture types/switching layout Light level calculations 	<ul style="list-style-type: none"> Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> Fixture schedule Installation details Control diagram Design calculations
Electric Power Distribution	<ul style="list-style-type: none"> Narrative Electric vault location Electric closet(s) location(s) Electric legend 	<ul style="list-style-type: none"> Equipment layout/sizes Panel locations/schedules One-line diagrams Power riser diagram Load estimate 	<ul style="list-style-type: none"> Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> Load summary Panel schedules Connection to FA & HVAC MCC details Design calculations
Fire Alarm	<ul style="list-style-type: none"> Narrative including Panel location 	<ul style="list-style-type: none"> Fire alarm zones Smoke zones Device locations Riser diagram 	<ul style="list-style-type: none"> Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> Connection details Connection to FA & HVAC Riser diagram
Low Voltage Data & Telecommunications	<ul style="list-style-type: none"> Narrative: Building & local distribution Show: Frame closet locations & size 	<ul style="list-style-type: none"> Riser diagrams Material cut-sheets Conduit plans Voice/data utility outlet locations 	<ul style="list-style-type: none"> Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> Backboard layout & connection diagrams Connection details Cable schedule
Service Facilities	<ul style="list-style-type: none"> Loading location/dock Service elevator Service road 	<ul style="list-style-type: none"> Waste containers Recycle holding area Bottled gas area Any special waste handling 	<ul style="list-style-type: none"> Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> Details for all accessory & support apparatus in each area

ITEM	SCHEMATIC DESIGN PHASE @100% SD	DESIGN DEVELOPMENT PHASE @100%DD	CONSTRUCTION DOCUMENT PHASE @80% CD	CONSTRUCTION DOCUMENT PHASE @100%CD
		<ul style="list-style-type: none"> Service vehicle parking area 		
Handicapped Provisions	<ul style="list-style-type: none"> Access locations Restrooms 	<ul style="list-style-type: none"> Ramped accesses 	<ul style="list-style-type: none"> Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> Details for all associated accessories & provisions
Personal Safety Provisions	<ul style="list-style-type: none"> Narrative describing: Design considerations leading to an inherently safe occupancy environment Include ladders, access and fall protection 	<ul style="list-style-type: none"> Any special systems or applications promoting personal safety 	<ul style="list-style-type: none"> Should include coordination of disciplines, and all work of 100% CD with only minor details remaining to be finished 	<ul style="list-style-type: none"> Details required for personal safety provisions
Commissioning (Cx)	<ul style="list-style-type: none"> Provide to Cx by Owner and Design Team: Documentation of Basis of Design and assumptions Outline specification indicating all systems to be applied to the project, including type of system 	<ul style="list-style-type: none"> Documentation of Basis of Design and assumptions – updated One-line diagrams Calculations System zoning Sequences of operation All data required in the FDI Manual, Volume I 	<ul style="list-style-type: none"> Complete Cx Specification including Cx Plan template. Division 1 Reference Complete 	<ul style="list-style-type: none"> 80% = 100%

EXHIBIT "C"

REQUIREMENT FOR USE OF SOFTWARE BASED PROJECT MANAGEMENT TOOL

The Architect will be required to utilize Internet web-based e-Builder project management software and communications tool in meeting the requirements of this contract. The use of this tool as described herein does not replace or change any contractual responsibilities of the participants. The functions the Architect will perform in e-Builder shall be, but not necessarily limited to:

1. Receipt, review and submission of reviewed shop drawings/submittals. Shop drawings/submittals reviewed by the Owner will be received and returned by the Owner on e-Builder
2. Receipt, review and submission of Requests for Information (RFI's). The Owner will receive, review and return RFI's in e-Builder
3. Submission of Record Drawings to the Owner
4. Receipt, review and submission of periodic Summary Project Schedules comments
5. Issuance of contract document review packages at Schematic, DD and CD stages for review by the Owner and other designated parties
6. Recording of meeting minutes for the Owner, Architect, Contractor meetings and for all meetings between the Architect and the Owner, and issuance of Action Items for same
7. Receipt, review and submission of disposition recommendations for Contractor Payment Application Requests
8. Receipt and storage of the project Punch List and weekly updates to same as the Architect completes Punch List items
9. Recording and storage of Architect's Field Monitoring Log resulting from the Architect's field site visits to monitor conformance by the Architect to the Contract Documents
10. Receipt, review and submission of comments for any Contract Change requests
11. Receiving Action Item Lists from the Owner, acting on same and returning status to the Owner on e-Builder
12. Any other function normally required of the Architect as part of this agreement, if requested by the Owner and enabled as normal function in the e-Builder software

The Owner will provide, at no charge to the Architect, a license for the Architect to access the web-based e-Builder software on the Architect's computer. The computer must have, at a minimum, an Intel Pentium 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; Windows XP, Vista, or 7; Microsoft Word, Excel, Outlook, Project (or Primavera), and Internet connection of 3Mbps Downstream and 512 Kbps Upstream. The Owner will also provide training for two (2) members of the Architect's staff on how to access and use the e-Builder software in providing the functions listed above. The Architect shall make available on the project, two of his personnel who will be trained in e-Builder use by the Owner and will be assigned to the project to provide the listed functions, in addition to any other tasks, as determined by the Architect. Documents, comments, drawings, and other records posted to the system shall remain for the project record.