



**MEDFORD SCHOOL DISTRICT 549C
REQUEST FOR PROPOSALS 26-00-16**

DESIGN/BUILD WILSON AND OAKDALE TRUSSES PROJECTS

RFP CLOSING (DUE DATE & TIME)
MARCH 12, 2026 AT 2:00 PDT

MEDFORD SCHOOL DISTRICT
900 Kenyon St.
Medford, OR 97501
Telephone: (541) 842-1118
Pam.Thoren@medford.k12.or.us

PURPOSE AND INTRODUCTION

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals for a qualified and experienced design-build contractor to provide design services and construction for two projects upgrading glulam beams at Wilson Elementary School and Oakdale Middle School.

Proposals will be accepted by the Medford School District's Purchasing Office, located at 900 Kenyon St., Medford, OR 97501 until 2:00 p.m. local time, March 12, 2026. There will not be a pre-proposal conference.

The district reserves the right to (1) reject any Proposal not in compliance with all prescribed public bidding procedures and requirements, (2) to add to the price bid by nonresident bidders an increase equal to the percent preference that the nonresident bidders home state would give it's instate bidders and (3) to reject for good cause any or all proposals that are not in the best interest of the district (4) to reject any or all proposals, in whole or in part, to waive any formalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Medford School District to be in the best interest of the District.

SCOPE:

The design and construction in these two buildings, while one project, will be accomplished under two separate contracts. Project to the firm or firms that, in MSD's sole discretion, represents that their response to this RFP provides the best value to the Medford School District, for each facility.

Engineering:

- Design a structural upgrade by a registered engineer with the State of Oregon.
- The roof beams will meet loading requirements of DL=17 psf and SL = 27.5 psf
- Original Scope: Preliminary analysis shows that the existing (2) 9" wide PTC Glulam Beams are 220% stressed and need to be upgraded.
- Preliminary analysis shows that the existing (39) 4x12 roof purlins are 142% stressed and need to be upgraded (Wilson).
- Prepare permit ready construction drawings and design calculations stamped by a registered engineer, state of Oregon.
- Submit for and obtain permit for the work required for the beam upgrades.
- Special Inspections as required by the EOR and Permitting Jurisdiction.
- Provide oversight by a licensed project engineer for the duration of the project.
- Provide a final letter stating that the upgrades have been made in accordance with the approved design.

Repairs and Upgrades:

- **Add on scope:** (39) 4x12 roof purlins must have their bending capacity increased. This can be achieved in two ways:
 - Attach new LVL material to one side of the existing section. The reinforcement must be designed in such a way as to induce composite action across the entire section.
 - Material and Labor to "sister" the new LVL to the existing purlins.
 - Material: New LVL material is estimated as 1¾"x11¼" 2.0E minimum LVL.
 - Install new Glulam Purlin midway between existing sawn purlins. The new purlins must be designed in such a way as to full load and reduce the tributary width of loading on the existing purlins.
 - Material and Labor to install the new glulam purlins.
 - Material: New glulam material is estimated as 3 1/8" x 12" 1.8E minimum with Simpson face mount hangers to existing framing.

- **Original Scope:** Two 9" wide PTC Glulam beams must have their bending capacity increased. This will be achieved by installing a post-tensioning system along the beam to reduce the stress. This post-tensioning system must use high-strength steel strands to reduce the stress throughout the entire length of the beam that is overstressed thereby increasing the capacity of the beam. Quantity and placement of the post-tensioning strands must be based on the design bending stresses in the beam. The attachment of the post-tensioning system to the beam must be sufficient in capacity to actively transfer the forces to the beam in accordance with principles of engineering mechanics. A calibrated hydraulic tensioning system must be used to accurately install the proper tension in each cable.
 - Material and labor to post-tension cable system for (2) total existing roof glulam beams.
 - Material: Steel cable anchors, steel cable guides, and ½" high-strength low relaxation steel post-tensioning cables. Estimated at (6) cables per beam for the five large beams over the gym.
- **Original Scope:** Two 9" wide PTC Glulam beams must have their radial tension stresses reduced or radial reinforcement installed to resist radial tension. Radial reinforcement must be designed to carry the full radial tension stress. Reinforcement used must be designed based on sound engineering principles. Any type of reinforcement that effectively transfers the radial tension stresses between the wood and reinforcement throughout the entire depth may be used. Common types of radial reinforcement include fully threaded lag screws and deformed steel bars bonded by adhesive.
 - WWS plans to eliminate the need for this reinforcement by designing the posttensioning system above to reduce the moment in the wood beam to below the design capacity of 15 psi for the curved section of the beam.
- Gym Floor Protection in work areas.
- Equipment, Per Diem, and all incidentals.

CONTRACTOR RESPONSIBILITIES:

- Must have a license with the Oregon Construction Contractors Board.
- Must have a Public Works Bond on file with the Oregon Construction Contractors Board as this is a prevailing wage project.
- Must turn in all required documents included in this ITB.
- Must have a bid bond in its original form included in your bid submission.
- Obtain all required permits from governing agencies.
- Must provide performance and payment bonds once the contract has been signed.
- Plans can be obtained by emailing Pam.Thoren@medford.k12.or.us
- The project can start after contract is executed, performance and payment bonds have been received, insurance is on file and all background checks for employees have been cleared.

PROPOSAL REQUIREMENTS

The Proposer/Proposers and all firms, subsidiaries and individuals providing professional services shall be currently licensed to practice in each of their respective areas of professional expertise in the State of Oregon.

The submittal/submittals must include the following, in addition to what is required to comply with the evaluation criteria below:

- The firm's name, address, phone number, and e-mail;
- The name of the contact person within the firm and his/her email address;
- A list of the firm's key personnel who would be assigned to this Project, by discipline;
- The name and Oregon registration number of the Project professional who will serve as the Professional of Record;
- The names of additional Project professional(s) the firm proposes to provide services on this project, along with specific projects each of these persons has worked on in the past three years;
- Confirm a dedicated project manager through all phases of the project;
- Illustrations or photographs of at least three (3) relevant projects completed by the firm and involving the above named individuals; and

- Date of completion of each reference project;
- Location of each reference project;
- The function of each reference project;
- Whether the project was completed on schedule and within the budget or not;
- Responsibilities of those involved on each reference project who would provide services on this project;
- Name, address and current telephone number of the owner representative most appropriate to discuss your firm's performance on each reference project;
- Proposal must include acknowledgment of all addenda.

If awarded the Contract, the Proposer/Proposers must accept, as Contract performance obligations, the duty to actively pursue the plan as set forth in the Proposer's response.

EVALUATION CRITERIA

Please indicate in writing the following information about your firm's ability and desire to perform this work. Firms will be rated based upon the points assigned to each item as noted in parentheses at the end of each statement below.

- Cover Letter
- Section One — Capability to perform the services for the project being considered. **(25 Points)**
 - Describe your firm, including your service area, available services, and experience.
 - Discuss how your firm can assure the District of a complete set of documents, what quality control measures your office uses, your method of peer review, and consultant's coordination processes used.
 - Describe your firm's ability to work in a collaborative manner with District, District Representatives, Community, and other Project Stakeholders.
 - Disclose names and services provided by subcontracted consultants including engineers and cost estimators.
 - Is your firm or consultants proposed on your team currently involved in Dispute Resolution defined as Mediation (binding or non-binding), Arbitration or Litigation related to a construction project? If so, please explain.
 - Has your firm or consultants proposed on your team been involved in Dispute Resolution defined as Mediation (binding or non-binding), Arbitration or Litigation in the past ten years related to a construction project? If so, please explain.
 - Has your firm or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity? If so, please explain. (Answer this question for each of your consultants also).
 - Has your firm or any of its owners, officers, or partners ever been convicted of a crime involving any federal, state, or local law related to construction? If so, please explain. (Answer this question for each of your consultants also).
 - Has your firm or any of its owners, officers, or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty? If so, please explain. (Answer this question for each of your consultants also).
- Section Two — Project approach and staffing level. **(30 Points)**
 - Describe your philosophy of service.
 - Indicate what reports, action and maintenance items and summaries will be provided to the District before, during and after project completion.

- Identify company personnel who will have the responsibility for the District's projects. Include names, titles, experience, and resumes. Provide resumes for key subcontracted consultants and engineers. Provide copies of key personnel's licenses.
- Describe your identified personnel's experience both for the proposer and their sub-consultant's ability to perform the project scope of services.
- Describe for each personnel proposed for the projects their current and projected workload as well as the time committed to this project.
- Indicate your capability to assure that key personnel will remain assigned to the District account for the duration of the projects or to cover the assigned personnel for extended absences or vacations.
- Describe any innovative methods or procedures that will be of interest to or benefit the District in accomplishing the intended goals of the project.
- Describe your current workload and the firm's capability to provide the requested services.
- Section Three — Performance history on past projects; Public Facilities. **(20 Points)**
 - Describe the relevant project experience.
 - Provide a list of all substantial projects you have completed in the last 5 years; provide a brief title, summary of work and the date of the work.
- Section Four — References of other clients served. **(10 Points)**
 - Provide a reference contact person, phone number and email address for five (5) completed K-12 school projects in Oregon for both Owner and Contractor.
 - Please do not list the same owner more than once as a reference when possible.
- Section Five – Project Pricing; show pricing for the items listed. **(15 Points)**
 - Construction documents review and check backs
 - Cost per site visit including travel and expenses
 - Virtual and phone consultation costs

EVALUATION PROCESS

The selection committee will score each submittal based on responses to the evaluation categories. Submittals will be rated based upon the points assigned to each item as noted in the parentheses at the end of the categories.

The RFP also requires reference information for your firm. The District will utilize this information and any other independently obtained references that can provide background on the firm. This information will not be scored separately, but results obtained from these and/or other reference checks will be utilized in evaluating and scoring in the other categories and in the final ranking.

The evaluation committee will meet and use the rankings as a beginning of their discussion. The discussion of the responses will include firm strengths and weaknesses and the individual evaluation committee member scorings. The committee reserves the option to interview finalists as ranked from the results of the evaluation committee discussion and scoring.

SELECTION PROCEDURE AND TIMETABLE

The selection procedure described below will be used to evaluate the capabilities of interested firms to provide the professional services to the District for these Projects.

February 25, 2026

March 6, 2026

March 9, 2026

March 12, 2026

Issue RFP

Last Questions and Protests due no later than 2:00 p.m.

Last Addendum 2:00 p.m.

RFP responses due no later than 2:00 p.m.

March 13 – March 18, 2026
March 19, 2026

Evaluations and Possible Interviews
Notice of Intent to Award

The District reserves the right to deviate from this schedule.

RESPONSIBILITY EVALUATION

The District will investigate a proposer's responsibility and will consider information obtained from any source as part of its evaluation, at any time prior to execution of the contract. Submission of a signed proposal constitutes the proposer's approval for the District to obtain any information the District deems necessary to conduct the evaluation including, but not limited to, credit reports and information discovered during reference checks.

FINANCIAL INFORMATION

The District will notify proposers, in writing, of any financial documentation required, which may include, but need not be limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio; including number and amount of secured versus unsecured creditor claims; availability of short- and long-term financing; bonding capacity and credit information.

The District may postpone the award or execution of a contract in order to complete its investigation and evaluation. Failure to promptly complete information requests will render the proposal non-responsive. Failure of a proposer to demonstrate responsibility will render the proposer non-responsive and will constitute grounds for proposal rejection.

SUBMISSION

Submit one electronic version via email or on a flash drive to be received by the closing date and time listed in this document to:

Pam Thoren • RFP 26-00-16
Pam.thoren@medford.k12.or.us
Medford School District 549c
900 Kenyon St.
Medford, Oregon 97501

Information shall be presented in the same order as the above evaluation criteria. Your response must be signed by an officer of your firm with the authority to commit the firm.

The District may reject any submittal not in compliance with all prescribed public bidding procedures and requirements, and may cancel this solicitation or reject for good cause, all responses upon finding by The District that it is in the public interest to do so.

Responses received after the closing date and time will not be considered.

CONTACT DURING SOLICITATION:

All questions and contact with the District regarding any information in this RFP must be addressed in writing via email to Pam.Thoren@medford.k12.or.us. 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.

SOLICITATION PROTESTS

Respondents may submit a written request for clarification, change or protest of particular solicitation provisions and specifications and contract terms and conditions (including comments on any specifications that a firm believes limits competition) to the Contract Administrator at the physical address or email listed in this document. Such requests and protests must be received no later than 2:00 p.m. March 5, 2026. Such requests or protests must state the reasons (ORS rule not followed) for the request or protest and any proposed changes to the solicitation provisions and specifications and contract terms and conditions.

ADDENDA

Any changes and/or addenda to this solicitation will be posted on the Medford School District (MSD) website at <https://www.medford.k12.or.us/departments1/purchasing-and-distribution-center>. Addenda will not be mailed out and it is the responsibility of the Proposer to consult the website regularly until bid closing to avoid missing any addenda. Failure to acknowledge all addenda may result in declaration of your bid as non-responsive.

APPEALS AND PROTEST OF AWARD

Adversely affected or aggrieved Bidders shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. All appeals must be in writing and received by the Purchasing Manager no later than 2:00 p.m. on the seventh (7th) calendar day after the date of the Intent-to-Award announcement or bid results are posted to the website.

APPEAL OF AWARD TO RFP NO. 26-00-16

Purchasing Manager

Pam.thoren@medford.k12.or.us

900 Kenyon St.

Medford OR 97501

Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based.

In order to be an adversely affected or aggrieved Bidder, the Bidder must claim to be eligible for award of the Contract as the lowest responsible and responsive Bidder and that all lower Bidders are ineligible to receive Contract award.

An actual Bidder who is adversely affected or aggrieved by the award of the Contract to another Bidder may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the deadline.

Protests must specify the grounds for the appeal including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for appeal. No protest against award shall be considered because of the content of solicitation terms and conditions, contract terms and conditions or specifications after the deadline established for submitting protests of solicitation terms and conditions, contract terms and conditions or specifications.

PROPRIETARY INFORMATION

The District will retain this RFP and one copy of each original response received, together with copies of all documents pertaining to the award of a contract. These documents will be made part of a file or record, which will be open to public inspection after responder selection and award is announced. If a response contains any information that is considered a trade secret under ORS 192.501(2), mark each sheet with the following legend: "This data constitutes a trade secret under ORS 192.501(2), and must not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The Oregon Public Records Law exempts from disclosure only bone fide trade secrets, and the exception from disclosure applies only "unless the public interest requires disclosure in the particular instance". Therefore, non-disclosure of documents or any portion of a document submitted as part of a response may depend upon official or judicial determination made pursuant to the Public Records Law.

In order to facilitate public inspection of the non-confidential portion of the response, material designated as confidential must accompany the response, but must be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment will be publicly available regardless of any designation to the contrary. Any response marked as a trade secret in its entirety will be considered non-responsive and will be rejected.

PROJECT AGREEMENT AND TERMINATION

The District is seeking to award a Professional Agreement to a single firm. The successful proposer/proposers are required to provide and execute a Professional Agreement satisfactory to the District. The District reserves the right to terminate the Project or Professional Agreement after completion of any phase in the Project.

CERTIFICATION OF COMPLIANCE WITH TAX LAWS:

By submission of your proposal, the signatory (a duly authorized representative of the submitting firm) must certify that the firm is not, to the best of their knowledge, in violation of any Oregon tax law. For purpose of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

INSURANCE PROVISIONS

During the term of the resulting contract, the successful proposer will be required to maintain in full force, at its own expense, from insurance companies authorized to transact business of insurance in the state of Oregon, each insurance coverage/policy as set forth in the Professional Agreement.

ESB/MBE/WBE

The District is committed to increasing opportunities for Emerging Small Businesses, Minority Owned Businesses and Women Owned Businesses. The Medford School District strongly encourages its consultants to utilize these businesses in providing services and materials for the District contracts and projects.

ADDITIONAL REQUIREMENTS

Pursuant to OAR 580-061, by submitting a proposal, the proposer certifies that the proposer has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

Pursuant to OAR 580-061-0040, Proposers are hereby notified that policies applicable to consultants and contractors have been adopted that prohibit sexual harassment and that proposers and their employees are required to adhere to the District's policy prohibiting sexual harassment in their interactions.

VENDOR INFORMATION

Company Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Email: _____

CCB Number: _____

Name (printed) & Title: _____

Signature: _____

Date: _____

Proposals must be received by the Purchasing Office clearly identified as “RFP 26-00-16 Wilson and Oakdale Trusses Project”, and to the attention of Pam Thoren, no later than 2:00 p.m., Thursday, March 12 2026. It is the responsibility of each Proposer to verify receipt of the proposal by the District.

Specifications may be obtained at the Purchasing Office, or by calling 541-842-1118, by e-mailing Pam.Thoren@medford.k12.or.us or by accessing the Purchasing webpage at <https://www.medford.k12.or.us/departments1/purchasing-and-distribution-center>

Oregon Revised Statutes (ORS) regulations governing public entities require that questions regarding this proposal need to be submitted in writing via e-mail, fax, and regular mail so that all potential vendors may be equally apprised of project parameters and any addenda.

CERTIFICATE OF COMPLIANCE WITH TAX LAWS

I, the undersigned, being first duly sworn, hereby certify under penalty of perjury that I am authorized to act on behalf of _____ [insert Firm's name] and to the best of my knowledge, _____ [insert Firm's name] is not in violation of any Oregon Tax Laws. For purposes of this Certificate, "Oregon Tax Laws" are those laws and programs listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

Business Designation (check one):

☐ Corporation ☐ Governmental/Non-Profit ☐ Sole Proprietorship
☐ Partnership ☐ Limited Liability Company

Federal Tax Identification Number: _____

(Above information must be provided with the Proposal. If awarded the contract, this information will be reported to the Internal Revenue Service under the name and taxpayer I.D. number submitted. Information not matching IRS records could subject the Firm to 31 percent backup withholding.)

Company Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Email: _____

Name (printed) & Title: _____

Signature: _____

Date: _____

SIGNATURE PAGE & ADDENDUM ACKNOWLEDGEMENT

SIGNATURE OF FIRM'S DULY AUTHORIZED REPRESENTATIVE FOR THIS PROPOSAL MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE FIRM; ANY ALTERATIONS OR ERASURES TO THIS PROPOSAL MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned agrees and certifies that he/she:

1. Has read and understands all Proposal instructions, specifications, and terms and conditions contained herein;
2. Is an authorized representative of the Firm, that the information provided in this Proposal is true and accurate, and that providing incorrect or incomplete information may be cause of Proposal rejection or contract termination;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein; and
4. Will furnish the designated item(s) and/or service(s) in accordance with the contract if awarded to Firm.
5. Proposer will provide its Federal Tax Identification number or Social Security Number with Proposal submission.
6. The proposer hereby acknowledges the requirement to carry or indicates the ability, to obtain the insurance required by the contract documents. Indicate in the affirmative by initialing here: _____
7. The proposer hereby acknowledges awareness of addendum posted to the MSD website regarding this RFP.

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Company Name: _____

Name (printed) & Title: _____

Signature: _____

Date: _____

Federal Tax Identification Number: _____

CERTIFICATIONS & RESIDENCY

CERTIFICATION OF UNDERSTANDING OF REQUEST FOR PROPOSALS

The undersigned offers and agrees to furnish all material, supervision and personnel to the Medford School District for "Wilson and Oakdale Trusses Project" in accordance with RFP 26-00-16.

The undersigned further certifies that he/she has read, understands and agrees to abide by all terms and conditions of this Request for Proposal and if awarded the contract as delineated by RFP 26-00-16.

The Consultant certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659a and 42 U.S.C. § 2000e et seq.

RESIDENCY STATEMENT

A resident is defined as a respondent that has paid employment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of RFP 26-00-12 Response, has a business address in this state and has stated that they are a resident.

The undersigned hereby states their resident status is as follows:

RESIDENT: YES _____ NO _____

FIRM NAME: _____

BY: _____ TITLE: _____
Signature

BY: _____ DATED: _____
Print/type name

INSURANCE REQUIREMENTS

1. Insurance Coverages. The Design Firm (Firm) shall procure and maintain at its expense during the performance of the Agreement and thereafter as required below the following insurance from one or more companies authorized to do business in the State of Oregon with a policyholder's rating of not less than A--IX in the most recent edition of Best's Rating Guide. Except as approved otherwise by the Owner in advance, such insurance shall protect against claims which arise out of or relate to all of the Firm's services under the Agreement, whether performed by the Firm or a consultant or a person or entity for which either of them may be responsible.

Workers' Compensation Insurance, if required by law, with statutory limits.

Employer's Liability Insurance, if employees are employed for other than secretarial or bookkeeping services, with a limit of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

Commercial General Liability Insurance, applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products and Completed Operations, Broad Form Property Damage (including Completed Operations), and coverage for explosion, collapse, and underground hazards, with limits of not less than \$2,000,000 per occurrence, \$4,000,000 aggregate applicable specifically to the Project.

Business Automobile Liability Insurance, applicable to owned, non-owned and hired automobiles, with a limit of not less than \$1,000,000 combined single limit each accident, \$2,000,000 aggregate.

Professional Liability Insurance, applicable to all acts and omissions of the Firm and its consultants at all tiers, with limits of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

2. Deductibles. The Firm shall pay all deductibles on all policies required by Paragraph 1. Maximum allowable deductible is \$50,000 without Owners express written approval.

3. Waivers of Subrogation Re Liability Insurance. The Workers' Compensation and Employer's Liability policies shall be subject to a waiver of subrogation in favor of Owner and its members, partners, officers, directors, agents, and employees, and the successors in interest of the foregoing.

4. Cross-Liability Coverages. The Commercial General Liability and Automobile Liability policies shall provide cross-liability coverages as would be achieved under the standard International Organization for Standardization ("ISO") separations of insureds clause.

5. Additional Insureds. The Commercial General Liability and Automobile Liability policies shall name the Medford School District and its members, partners, officers, directors, agents, and employees, and the successors in interest of the foregoing, as Certificate Holder, using ISO additional insureds endorsement CG 20 10 11 85 or a substitute providing equivalent coverages. Such coverages provided to the additional insureds shall (a) be primary and noncontributory with respect to any insurance or self-insurance retention of the additional insureds, including but not limited to any Excess Liability coverage maintained by the additional insureds, (b) provide the same types and extents of coverages as the coverages provided to the primary insured, and shall not be limited to the "vicarious liability" of the additional insureds, (c) waive all rights of subrogation against the additional insureds, and (d) be maintained for the same durations as the coverages provided to the primary insured, including but not limited to the continuation of the Products and Completed Operations coverage until three (3) years after final payment to the Owner's prime contractor on the Project, and shall not be limited to "ongoing operations". Notwithstanding the foregoing, this Paragraph shall not be construed to require the Firm to provide insurance coverage of the additional insureds in a way or to an extent that results in a violation of ORS § 30.140.

6. Duration of Coverages. The insurance coverages required by Paragraphs 1 through 6 shall be written on an occurrence basis, except the Professional Liability Insurance. The Professional Liability policy shall provide for a retroactive date of placement prior to or coinciding with the commencement of the performance of the professional services under the Agreement. All other policies shall be in effect as of the date of commencement of the Services under the Agreement. All policies shall be maintained and remain in effect until one (1) year after final payment to the Owner's prime contractor on the Project and thereafter when the Firm is assisting or advising the Owner regarding the correction of defective or nonconforming Work; provided that the Products and Completed Operations policy and the Professional Liability policy shall remain in effect until three (3) years after final payment to the Owner's prime contractor on the Project. The Firm shall notify the Owner of any claims that may materially impair the coverage under Firm's Professional Liability policy.

7. Proof of Insurance. The Firm shall file with Owner, upon execution of the Agreement, certificates of insurance acceptable to the Owner as well as copies of all insurance policies, with all riders and endorsements, all separate exclusions, conditions and waivers, and all other amendatory documents attached, evidencing the insurance required by this Attachment. The Firm will notify the Owner with at least thirty (30) days' written notice, if the policy will be cancelled or allowed to expire. If any of the required coverages are to renew during the period when such coverages is to remain in effect, or are required to remain in effect in force after final payment to the Owner's prime contractor on the Project, an additional certificate evidencing continuation of such coverage shall be submitted upon renewal or with the Firm's final invoice.

8. Effect of No or Insufficient Insurance. The Firm's failure to comply with the requirements of this Attachment shall constitute a material breach of the Agreement entitling the Owner to terminate the Agreement for cause. In the alternative, the Owner in its sole discretion may purchase the insurance required of, but not obtained or maintained, by the Firm pursuant to this Attachment F and charge such costs thereof to the Firm. The Owner's rights under this Paragraph shall be in addition to, and without waiver of, its other rights and remedies under the Agreement or applicable law.

9. Limitation to This Attachment. Nothing in this Attachment shall negate, abridge, or reduce the Firm's responsibilities or liabilities under the Agreement or applicable law, the meaning and effect of the provisions of this Attachment being limited to setting out the Firm's express obligations with respect to insurance.

REFERENCES

**NOTE: COPY AND FILL OUT THIS SHEET FOR EACH MEMBER OF THE CONSULTANT TEAM.
(COMPLETE ONE PER SUB CONSULTANT)**

- A. Firm: _____ Name: _____
- B. Discipline: _____
- C. Time with, or current relationship to this firm:
- D. Past five to ten-year project history – list project name and contact information for each:
- E. List projects from above that are public building projects:
- F. List projects from "E" above that qualified for recognition under LEED or other similar State or Federal programs for energy efficiency and resource conservation: