

**COLUMBIA GORGE COMMUNITY COLLEGE
400 E. SCENIC DRIVE
THE DALLES, OR 97058**

Request for Proposals (“RFP”)

Renovation of the Health and Sciences Simulation Lab

RFP No. 352-01

Proposals Due:	Not later than 2 P.M. PST, January 9, 2023 Late proposals will not be accepted or considered.
Submit Proposals to:	Physical Address: Daniel Spatz, Director, Capital Projects Columbia Gorge Community College 400 East Scenic Drive The Dalles, Oregon 97058 Daniel Spatz Director, Capital Projects Columbia Gorge Community College Attention: Facility Services Office 400 East Scenic Drive The Dalles, OR 97058
Direct Questions to:	Procurement Contact: Daniel Spatz Email: dspatz@cgcc.edu Phone: (541) 340-9883 Deadline for Questions/Solicitation Protests: December 27, 2022, 5 PM PST

Pre-Qualification:

Required Not Required

Pre-Proposal Conference:

No pre-proposal conference.

RFP Availability:

This RFP is being issued through publications of general circulation, noticed on the college website (cgcc.edu) and provided directly to prospective proposers through an informal selection procedure, pursuant to OAR 137-048-0210.

Proposal Opening:

Proposals will be opened at 3 p.m. on the date proposals are due. Opening will be held at Facilities Services, located basement level of Building 1, The Dalles Campus, 400 East Scenic Drive, The Dalles, Oregon.

Proposal Documents:

RFP for Renovation of the Health and Sciences Simulation Lab

Attachment A: Form of Proposed Contract

Attachment B: Proposer Certifications and Representations

Attachment C: Proposer Residency Information

Attachment D: Certification Statement for Corporation or Independent Contractor

Attachment E: Insurance Requirements

Attachment F: Workers' Compensation Exemption Certificate

Attachment G: Affidavit of Non-Collusion

Attachment H: References

Attachment I: Grant Materials

Attachment J: Additional Project Information

1. Introduction

The College is seeking the services of a qualified architect and engineering team with demonstrated experience in working with college classroom projects for the renovation of portions of an existing classroom building. The spaces will be renovated for healthcare occupations to include classrooms, labs and simulation center. This will expand upon and improve existing facilities used for the College's healthcare occupations program on the College's Dalles Campus.

The Architect will work with the Owner and Contractor for the healthcare occupations program facility renovation. The construction delivery method will be design-bid-build for this Project.

The College will screen and select proposers as provided in OAR 137-048-0210. The College intends to award a single contract as a result of this RFP.

Proposers' proposals must comply with all EDA requirements for A/E contracts as outlined on the Economic Development Administration Architect/Engineer Contract Checklist, included in Attachment I. Furthermore, any contract awarded by the College under this RFP must comply with EDA requirements. This includes, but is not limited to: (1) A/E Fee to be provided as a breakdown for review, (2) Compensation will be based on specific milestones (see Section 11.5 of contract), (3) Fee to cover all services necessary for the successful execution of the project, including consultations, surveys, soil investigations, supervision, "as-built" drawings, arrow diagram (CPM/PERT, for example) where applicable, and incidental costs).

In responding to this RFP, each proposer represents that it does not appear on the SAM.gov Excluded Parties List.

1.1 About the College

The College creates opportunities and enriches communities by providing high-caliber, culturally-appropriate educational offerings, technical skills and lifelong learning. With campuses in The Dalles and Hood River, as well as online, the College offers a flexible schedule of affordable credit and non-credit courses taught by faculty members who have studied, taught, researched and volunteered around the globe. Each year, an average of 180 students graduate with certificates and degrees that prepare them for further study or to enter our local workforce.

1.2 About the Project

Project components include interior renovations to approximately 2,576 sq. ft. on a single floor of the existing building used for the health sciences programs at the College. This is an older facility constructed in the 1960s. The project components include selective demolition and replacement of existing walls, ceilings, floors and casework that will be replaced with new interior construction including new floor finishes, new paint wall finishes, new ceiling tiles, and new windows to account for the additional students being brought into the health sciences programs. The building is located on the main College campus and its expansion will permit both increase class sizes and the placement of training equipment required for educational programs. The general layout of construction activities is shown on drawings A0.2 "Building Data/Code Summary CGCC Nursing Remodel – Building One Permit/Bid Set" and "Proposed Construction, Bldg 1, 4th Floor, new site," included in Attachment J.

The Project is funded by a grant awarded to the College by the U.S. Economic Development Administration ("EDA"). Because the Project is receiving federal grant funding, the project, and the selected Proposer, will be subject to certain federally-imposed requirements. Proposers are encouraged to review Attachment I, Grant Materials, to learn more about the EDA's requirements for the Project and Project participants.

The EDA grant materials authorize the College to receive and expend an amount not to exceed \$1.5 million for the Project. The College’s budget for architectural services is \$83,002. The College’s budget for Project inspection services is \$50,000.

1.3 Timeline/Deadlines

ACTIVITY	DATE
Issuance of Request for Proposal	December 7, 2022
Deadline for Questions/Clarifications/Protest of Solicitation Documents	December 27, 2022, 5 PM
Deadline to Withdraw from RFP Process	January 9, 2023, 2 PM PST
Proposals Due	January 9, 2023, 2 PM PST
Interviews (if required)	January 13, 2023
Notice of Intent to Award	January 16, 2023
Deadline for Filing Protest of Award	January 23, 2023, 5 PM PST
Anticipated Contract Start	February 1, 2023
Design Completion Date	April 28, 2023
Anticipated Construction Start	July 28, 2023
Anticipated Project Completion Date	October 31, 2024

The College reserves the right to deviate from this schedule.

1.4 RFP Clarifications and Protests; Addenda

(a) Informal Questions or Requests for Clarification

Any Proposer requiring clarification of the information provided in this RFP may submit specific questions or comments in writing to the Procurement Contact shown on page 1 of this document. Email is the preferred form of written communication. The deadline for submitting such questions is set forth in Section 1.3.

(b) Request for Clarification or Protest of Solicitation or Contract Documents

Any Proposer wishing to protest this RFP or request clarification of any provision, specification, or contract term contained in the solicitation documents, must submit such questions, comments, or protests to:

Daniel Spatz, Director, Capital Projects
 Phone: (541) 340-9883
 Email: dspatz@cgcc.edu

The deadline for submitting such protests is set forth in Section 1.3.

(c) **Content of Solicitation Protest/Request for Clarification**

The prospective Proposer's written request for clarification or protest of the RFP must include all of the following and otherwise comply with OAR 137-048-0240(1):

- (i) Sufficient information to identify the solicitation that is the subject of the protest or request;
- (ii) The reasons for the protest or request, including any grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, or is legally flawed;
- (iii) Evidence or supporting documentation that supports the grounds on which the protest is based; and
- (iv) A statement of the desired changes to the procurement process or the solicitation document that the prospective Proposer believes will remedy the conditions upon which the prospective Proposer based its protest or request.

(d) **Addenda**

If the College determines that a change or clarification to the solicitation documents is necessary, such information, clarification, or interpretation will be supplied in a written addendum noticed through publications of general circulation, posted to the college website, and distributed via email to all recipients of the informal procurement.

Addenda will have the same binding effect as though contained in this RFP. The Director of Capital Projects will issue all addenda not less than five days prior to the submission deadline.

Statements made by the College's representatives are not binding on the College unless confirmed by a written addendum.

(e) **Extension of Closing**

The College may extend the proposal due date and time set forth in Section 1.3 if it determines an extension is necessary to consider and respond to a properly filed protest under this Section 1.4.

2. Scope of Work

Proposer will provide architectural and engineering services for the renovation of portions of an existing classroom building as described in the Introduction and described in Attachment J “Additional Project Information”. Chosen Architect will work with the Owner and Contractor for the healthcare occupations program facility renovation in support of the design-bid-build effort for this Project. It is the College’s expectation that the Proposer will provide bid-ready documents including plans, specifications, contract and cost estimate for procurement of the construction phase of the Project.

Services will include usual and customary structural, civil, fire protection, landscaping, lighting, acoustical, mechanical, plumbing, security system, interior design consulting, electrical engineering services, and other basic services as well as those requirements identified in Attachment I “Grant Materials”.

See Attachment A “Sample Contract” Article 3 “Scope of Architect’s Basic Services” and Article 4 “Supplemental and Additional Services” for the complete scope of work.

3. Proposal Format, Content, and Submission

3.1 Proposal Format

College proposal standards:

- (a) Proposal includes a one-page cover letter as the first page of the proposal.
- (b) Proposal includes Attachments B, C, D, F, G, and H.
- (c) Proposal addresses all evaluation criteria in the order presented in Section 3.4.
- (d) Proposal may not exceed 25 pages or less in length, not including reports, resumes, cover letters, and like attachments.
- (e) Proposal is double-sided, when possible. Double-sided sheets are considered equal to two pages.
- (f) Proposal is prepared simply and economically, and is comprised of recyclable and, ideally, recycled materials. Proposal is stapled rather than bound.

Please do not include sales or promotional materials as part of proposal, unless requested.

3.2 Attachments: Proposer Certifications and Representations

Each proposal will include a completed Attachments B, C, D, F, G, and H, signed in ink or indelible pencil. An electronic signature will not be accepted in lieu of an original handwritten signature.

3.3 Proposal Content

Proposals must provide all information requested and required under this RFP. Proposals that do not provide all such information may be rejected as non-responsive.

3.4 Proposal Responses to Evaluation Criteria

Each proposal must address each of the following Evaluation Criteria completely, and in the order provided:

Written Evaluation Criteria – Proposal Phase 1	
Cover Letter (Pass/Fail): The cover letter should indicate your understanding of the services to be performed and be signed by a person authorized to contractually bind your company to a contract with the College.	
<p>A. Project team and Interaction with College Staff (up to 25 points):</p> <p>I. Provide an organizational chart of the proposed Project team leads and sub consultants that will be involved throughout the design effort. Provide a paragraph narrative of each team member, their role, and their relevant experience as it relates to this Project.</p> <p>II. Provide a brief summary of how you intend to interact with College staff and the project team throughout the project. Your approach should take into account the Project location and distance from your home office, while providing the required services and managing engagement with stakeholders.</p> <p>III. Describe your approach to communications and document management between the design team, College, general contractor, and other stakeholders.</p>	Maximum Points Available: 25
<p>B. Design Approach (up to 30 points): This section of the Proposal should provide the information necessary to determine if the Proposer’s work products will meet the College’s needs.</p> <p>I. Describe your experience and approach in conducting renovations to older, existing structures, taking into account</p>	Maximum Points Available: 30

<p>load-bearing walls, utilities, hazardous materials, structural integrity, access and other variables pertinent to this project.</p> <p>II. How will you work with the general contractor during renovation construction to provide the best possible facilities for the College?</p>	
<p>C. Program Budget Management (Up to 20 points): This section of the Proposal should provide information necessary to determine if the proposer can meet the College’s budget.</p> <p>I. Describe how you will design and manage the renovation project, including project inspections, in order to meet the College’s budgetary requirements.</p> <p>II. If the project becomes over budget during the design process, how will you resolve this issue?</p>	<p>Maximum Points Available: 20</p>
<p>D. Schedule (up to 15 points): This section of the Proposal should provide information necessary to determine if the proposer can meet the College’s desired schedule. The Proposal must contain the following sections in the order indicated:</p> <p>I. The College wishes to complete design within three months of the award of this A/E agreement. The College anticipates that the selected architectural and engineering firm will continue with the project through completion of renovation. Describe your ability to meet or not meet this schedule goal. Please include a discussion of anticipated schedule dates for milestones to support a design completion and construction dates as indicated in Section 1.3 of this RFP (to specifically include the following milestones):</p> <ul style="list-style-type: none"> i. Completing preliminary plans and associated cost estimates; ii. Completing final plans, specifications, and cost estimates; iii. Securing required State and local approvals; and iv. Completing proposed contract documents sufficient for soliciting bids. <p>II. Assuming you are awarded the contract, please indicate your earliest availability to begin the contracted services for the College.</p>	<p>Maximum Points Available: 15</p>
<p>E. Utilization of local resources (up to 10 points): This section of the Proposal should provide the information necessary to determine the proposer’s approach to incorporating and utilizing local A&E resources throughout the design and construction administration process.</p>	<p>Maximum Points Available: 10</p>

I. Describe your approach to utilizing local sub consultants based out of the Columbia River Gorge throughout the project.	
<p>F. References (Pass/Fail): Include a list of at least three clients and their contact information for services provided within the last five years that are most closely related to the scope of services listed in this RFP. Provide reference information in Attachment H&.</p> <p>Note engagements that involved the key personnel to be assigned to this project.</p> <p>At least three references will be checked.</p>	<p>Maximum Points Available: P/F</p>
	<p>Total Points Available: 100</p>

3.5 Proposal Submission

Provide one hard copy original proposal and five additional copies. Complete hard copies to:

Dan Spatz, Director, Capital Projects and Community Relations
Columbia Gorge Community College
400 East Scenic Drive
Attention: Facility Services
The Dalles, OR 97058

Proposals are due no later than the due date and time as set forth in Section 1.3 to the official and at the location set forth on page 1 of this RFP.

It is the Proposer's sole responsibility to ensure that its proposal is delivered and time-stamped, at the Bid Desk, prior to the due date and time set forth in Section 1.3 of this RFP.

Proposals not time-stamped at the Bid Desk by the due date and time will be considered late. The College will reject all late proposals.

Proposals will be submitted in a sealed envelope, or box, with the following information provided on the outside of the package:

- (a) RFP Title.
- (b) RFP number.
- (c) Proposer name.
- (d) Proposer address.

3.6 Proposal Withdrawal

A Proposal may be withdrawn in person with proper identification, or by issuing a written request on company letterhead, signed by an authorized representative, and received by the College prior to the deadline to withdraw from the proposal process set forth in Section 1.3 above.

3.7 Confidential Information

The College is subject to the Oregon Public Records Law (ORS 192.311 to 192.478), which requires the College to disclose all records generated or received in the transaction of College business, except as expressly exempted under ORS 192.338 to 192.355, or other applicable law.

Pursuant to ORS 279C.107, the College need not open proposals for public inspection until after execution of the contract(s) awarded under this section. Thereafter, the College will not disclose records submitted by a Proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations:

The Proposer must mark all proposal pages containing the records it has determined as confidential under Oregon Public Records Law and must segregate those pages in the following manner:

- (a) Such pages must be clearly marked "Confidential" on each page of the confidential document.
- (b) Proposer must separate confidential pages from its other proposal pages by providing the confidential pages to the College in a separate envelope or package.
- (c) In its proposal, Proposer must cite the specific statutory exemption in Oregon Records Law exempting such pages from disclosure.
- (d) Subsections (a) and (b) above will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.
- (e) Proposers may not mark an entire proposal confidential. Should a proposal be submitted in this manner, the College will hold no portion of the proposal as confidential, unless such a portion is segregated as required under subsection (b) above and is determined exempt from Oregon Public Records Law.

Notwithstanding the above procedures, the College reserves the right to disclose information that the College determines, in its sole discretion, is not exempt from disclosure or that the College is directed to disclose by the Wasco County District Attorney or a court of competent jurisdiction.

Prior to disclosing such information, the College will make reasonable attempts to notify the Proposer of the pending disclosure.

4. Proposal Evaluation and Award

4.1 Clarification of Responses

In the event that one or more proposals are in need of clarification, the College will request such clarification in writing and will afford the Proposer(s) contacted an opportunity to respond in kind, with the necessary clarification.

4.2 Site Visits/Informational Activities

At any point before or after the opening of proposals, the College may conduct site visits, demonstrations, informational and group activities with Proposers for the purpose of clarification to ensure full understanding of, and responsiveness to, the solicitation documents or to consider and respond to requests for modifications to the proposal requirements. The College will use procedures designed to accord Proposers fair and equal treatment with respect to any opportunity for discussion and revisions of proposals.

4.3 Proposal Evaluation

The evaluation process of this RFP will be comprised of

- A written proposal.
- Interviews (should the College determine these are required).

An Evaluation Committee, consisting of not fewer than three individuals, will evaluate the proposals. Each evaluator will independently evaluate and score proposals in accordance with the Evaluation Criteria. The College may assign certain evaluators specific evaluation criteria, in alignment with the evaluator's expertise.

(a) Written Proposal Evaluation

- (i) Each evaluator will independently score proposals in accordance with the Evaluation Criteria.
- (ii) The College will average the written proposal scores per category and then sum the category averages for a total written evaluation score for each proposal.

(b) Invitation for Interview

- (i) After scoring the written proposals under Section 4.3(a) of this RFP, the Evaluation Committee may conduct interviews with one

or more of the top-ranked proposers if the Evaluation Committee determines that interviews are necessary or desirable in its sole determination.

- (ii) The number of proposers selected for interviews is as the sole discretion of the Evaluation Committee.
- (i) Proposers selected for interviews will be notified by the Evaluation Committee at least 2 business days in advance of the interview date.
- (iii) No additions, deletions or substitutions may be made to proposals during the interviews/presentations that cannot be viewed as clarification.

(c) **Interview Evaluation**

- (i) Each evaluator will re-score the proposals submitted by the top-ranked proposers invited for interviews, in accordance with the Evaluation Criteria, on the basis of each top-ranked proposer's interview.
- (ii) The College will average the proposal scores per category and then will sum the category averages for a total proposal evaluation score for each proposal to determine the highest-ranked eligible Proposer.

(d) **References**

The College reserves the right to investigate references, including customers other than those listed in a Proposer's submission. This inquiry may include without limitation investigation of past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and its lawful payment of employees and subcontractors.

4.4 Notification of Intent to Award

The College will notify Proposers of its Intent to Award through email notice to all direct recipients of the informal procurement, through posting on the college website (cgcc.edu) and through notice in at least two publications of general circulation.

4.5 Negotiation

- (a) After the College has issued the Notice of Intent to Award, the College will commence serial negotiations with the highest-ranked eligible Proposer.
- (b) At any time during negotiations, the College may terminate negotiations with the highest-ranked Proposer, or the eligible Proposer with whom it is currently negotiating if the College believes that:
 - (i) The eligible Proposer is not negotiating in good faith; or
 - (ii) Further negotiations or negotiations with the eligible Proposer will not result in the parties agreeing to the terms and conditions of a final Contract in a timely manner.
- (c) If the College terminates negotiations with an eligible Proposer, the College may then commence negotiations with the next highest-ranked eligible Proposer.
- (d) The College reserves the right to negotiate final contract terms with the selected Proposer(s) to the fullest extent allowed by law and as in the best interest of the College, including a maximum compensation level that the College alone determines is fair and reasonable.

4.6 Award of Contract

If the College awards a contract pursuant to this RFP it will award a contract to the responsible Proposer whose proposal the College determines is the most advantageous to the College based upon the evaluation process and criteria described in this RFP, applicable preferences, and the outcome of any negotiations authorized by this RFP.

5. Solicitation Terms and Conditions; Protest of Award

5.1 College Right to Cancel Solicitation

The College reserves the right to cancel this RFP at any time or to reject any and all proposals, if the College determines that doing so is in the public interest.

5.2 Proposer Cost of Response Preparation

Proposers will bear sole responsibility for all costs incurred in preparing and providing their proposals in response to this RFP. The College is not liable to any Proposer for any loss or expense caused by or resulting from the cancellation of a solicitation or rejection of a proposal.

5.3 Submitted Materials are College Property

All material submitted for any portion of a proposal in response to this RFP, or during any phase of this solicitation, will become the property of the College and will not be returned to Proposers.

5.4 Additional College Reservations

The College reserves the right to reject all proposals, to reject any proposal not in compliance with all prescribed procedures and requirements, to waive any or all irregularities in proposals submitted, and to award any or all items or services contained in a proposal.

5.5 Proposal Validity

Proposals will remain valid for a period of 75 days following the proposal submission deadline.

5.6 Sufficient Information.

All Proposers represent and warrant that by responding to this RFP, they have been sufficiently informed in all matters relating to the performance of services solicited under this RFP and its attachments. Prior to submitting a proposal, all Proposers will make a careful examination of this RFP and its provisions, including but not limited to all terms and conditions and specifications. Failure to take these precautions will not release a proposer from performing the services solicited under this RFP in strict accordance with the terms of any contract awarded as a result of this RFP.

5.7 Protests

(a) Protest of Contract Award

A Proposer may protest the Intent to Award a contract in accordance with OAR 137-048-0240, provided:

- (i) The Proposer is adversely affected because the Proposer would be eligible to be awarded the contract in the event that the protest is successful; and
- (ii) The reason for the protest is:
 - (1) All higher-ranked proposals (or, in the event multiple contracts are awarded, a sufficient number of proposals) are non-responsive or failed to meet the requirements of this RFP, or all higher-ranked proposers (or, in the event multiple contracts are awarded, a sufficient number of

proposers) are not qualified to perform the services required under this RFP;

- (2) The College has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials;
- (3) The College has abused its discretion in rejecting the protestor's proposal as non-responsive or;
- (4) The College's evaluation of proposals or the College's subsequent determination of Award is otherwise in violation of the College's Public Contracting Rules or the Public Contracting Code.

Address protest to:

PROTEST OF AWARD: RFP NO. 352-01

Dan Spatz, Director, Capital Projects
Columbia Gorge Community College
dspatz@cgcc.edu
(541) 340-9883

- (5) All protests of Award must be in writing and physically received by the title of procurement official no later than 5 p.m. PST on the deadline for submitting such protests set forth in Section 1.3.
 - (6) Protests must specify the grounds for the protest 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 protest.
 - (7) Protests not filed within the time specified in paragraph 1 above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based will be dismissed. An issue that could have been raised by request for clarification or protest of the solicitation is not a ground for protest of award.
- (b) The College will resolve all protests in accordance with OAR 137-048-0240(3).

6. Contract Terms and Conditions

6.1 Contract Award and Term

The College intends to award a single contract as a result of this RFP.

6.2 College Contract

Proposers are advised to thoroughly review and familiarize themselves with the College sample standard contract incorporated as Attachment A.

The successful Proposer will be invited to enter into a contract in substantially the form attached hereto as Attachment A.

6.3 Insurance

Proposers are advised to carefully review the insurance requirements contained in Attachment E. Proposer will promptly provide Certificates of Insurance at the College's request.

ATTACHMENT A
SAMPLE CONTRACT

DRAFT AIA® Document B101™ - 2017

Standard Form of Agreement Between Owner and Architect

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

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

Columbia Gorge Community College
400 E. Scenic Drive
The Dalles, Oregon 97058

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

«[TBD] »
«»
« »
« »

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

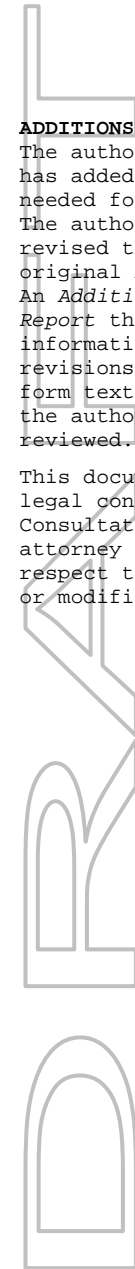
«Renovation of the Health and Sciences Stimulation Lab at Columbia Gorge Community College »
«The Dalles, OR 97058

The Project consists of interior renovations to approximately 2,576 sq. ft. of the existing building used for the health sciences programs at Columbia Gorge Community College ("College"). Project components include selective demolition and replacement of existing walls, ceilings, floors, HVAC ducting, and casework that will be replaced with new interior construction including new floor finishes, new paint wall finishes, new ceiling tiles, and new windows to account for the additional students being brought into the health sciences programs. The building is located on the main College campus and its expansion will permit both increase class sizes and the placement of training equipment required for educational programs. »

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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ARTICLE 1 INITIAL INFORMATION

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

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The project goal is to expand physical capacity of the college's existing nursing simulation center to better meet the needs of the college's healthcare occupations program (nursing, EMT, etc.) while also providing expanded professional development training capacity for regional healthcare and emergency service providers (hospitals, fire departments, police). Major components of the simulation center are robotics-based "sim patients" and adjoining control/monitoring room. Expanded physical space will support new training equipment, including new "sim patients" with enhanced capacity to simulate medical emergencies and routine procedures. Architect is responsible for ensuring facility is adequately designed for equipment required by grant documents including electrical capacity and placement. The renovated facility will replace the college's existing simulation facility and control room, which must remain in operation during the renovation project. These are located on the same floor as the project area, in a different section of the building. See also RFP attached as Exhibit A.

§ 1.1.2 The Project's physical characteristics:

(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.)

Project area consists of interior renovations to approximately 2,576 sq. ft. on a single floor of Building 1 on The Dalles Campus. Reference drawings A0.2 "Building Data/Code Summary CGCC Nursing Remodel - Building One

Permit/Bid Set" and "Proposed Construction, Bldg 1, 4th Floor, new site for anticipated project area" included in the RFP attached as Exhibit A.

§ 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.)

Construction budget: \$777,336

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

.1 Design phase milestone dates:

Completion of Schematic Design Phase, including estimate of Cost of Work: February 28, 2023

Completion of Plans and Specifications sufficient for soliciting bids: March 15, 2023

Design completion date (Completion of the Construction Document Phase, including estimate of the Cost of the Work): April 28, 2023

State and local approvals secured: May 31, 2023

.2 Anticipated construction commencement date: July 28, 2023

.3 Anticipated construction substantial completion: Oct. 14, 2024

.4 Authorized award end date: April 14, 2027

§ 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.) Design-bid-build using a competitive invitation to bid process under the Oregon Public Contracting Code and applicable federal requirements. The Owner intends to enter a construction contract with the selected Contractor that is based on AIA Document A101-2017, Standard Form of Agreement between Owner and Contractor where the basis of payment a Stipulated Sum, as amended.

§ 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.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

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

Daniel Spatz
Director, Capital Projects
Columbia Gorge Community College
400 East Scenic Drive
The Dalles, OR 97058
dspatz@cgcc.edu
(541) 340-9883

§ 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:

Columbia Gorge Community College staff members: Danny Dehaze, Courtney Judah, Janie Griffin, Jarett Gilbert

« [TBD] »

§ 1.1.9 The Owner shall retain the following consultants and contractors known as of the date of this Agreement:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« [TBD] »
« »
« »
« »
« »

.2 Civil Engineer:

« [TBD] »
« »
« »
« »
« »

.3 Other, if any:

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

« [TBD] »

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

« [TBD] »
« »
« »
« »
« »
« »

§ 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 under Basic Services:

.1 Structural Engineer:

« [TBD] »
« »
« »
« »
« »

.2 Mechanical Engineer:

« [TBD] »

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

3 Electrical Engineer:

<< [TBD] >><< >>
<< >>
<< >>
<< >>
<< >>

§ 1.1.11.2 Consultants retained under Supplemental Services:

<<[TBD] >>

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

<<[TBD] >>

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change 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 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect will be bound by and will perform its work in compliance with Modified AIA Document A201-2017 General Conditions of the Contract for Construction, as amended (the "General Conditions"), but only to the extent that the General Conditions relate to the services of the Architect. 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.

§ 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. Consistent with this Section 2.2 and Section 3.1.3, 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. Architect will be responsible for any damages arising from Architect's failure to provide its services in accordance with the requirements of this Agreement.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project (the "Architect's Designated Representative"). The Architect's Designated Representative and its principal architects (collectively, "Supervisory Personnel"), and any persons nominated to replace them, must be reasonably satisfactory to the Owner and the Owner may require the removal and replacement of any or all of them upon ten (10) days' notice to the Architect. So long as the Supervisory Personnel remain employed by the Architect, the Architect may not remove or replace its Supervisory Personnel from any Project without 45 calendar days' advance written notice to the Owner. Except for emergencies, the Architect will consult with the Owner and obtain the Owner's approval of any new or replacement Supervisory Personnel for the Project. New or replacement Supervisory Personnel must be qualified and must have adequate experience with similar projects, and the Architect shall deliver to the Owner résumés of proposed new or replacement Supervisory Personnel.

§ 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, at its sole cost, shall procure and maintain at all times while performing services under this Agreement the following insurance issued by responsible carriers rated A VII or better by A.M. Best's rating service (unless otherwise approved by the Owner), and in a form and substance reasonably satisfactory to the Owner, that affords at least the minimum coverage limits listed in this Section 2.5.

§ 2.5.1 Commercial General Liability with policy limits of not less than «Two Million Dollars» (\$«2,000,00») for each occurrence and «Four Million Dollars» (\$«4,000,000») in the aggregate for bodily injury and property damage. The commercial general liability insurance shall be issued on an occurrence basis, written on ISO form CG 00 01 (or an equivalent form approved in advance by Owner). The CGL coverage shall include all major coverage categories, including without limitation bodily injury, property damage, premises/operations, products and completed operations, independent contractors, blanket broad form contractual liability, and X, C, U hazards.

§ 2.5.2 Automobile Liability issued on an occurrence basis, and covering owned and non-owned vehicles used by the Architect with policy limits of not less than «Two Million Dollars» (\$«2,000,000») per claim and «Two Million Dollars» (\$«2,000,000») in the aggregate 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. Commercial umbrella/excess liability coverage must include: (1) "Pay on behalf of" wording; (2) concurrency of effective dates with primary coverage; (3) punitive damages coverage (if not prohibited by law); (4) application of aggregate (when applicable) in primary coverage; and (5) drop-down feature. 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 at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than «One Million Dollars» (\$«1,000,000») each accident, «One Million Dollars» (\$«1,000,000») each employee, and «One Million Dollars» (\$«1,000,000») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services by the Architect or its employees, agents, representatives or consultants, with policy limits of not less than «Two Million Dollars» (\$«2,000,000») per claim and «Two Million Dollars» (\$«2,000,000») in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and its officers, directors, employees, agents, volunteers, and consultants as an additional insured for claims caused in whole or in part by the Architect's negligent 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. The additional insured endorsement for the Commercial General Liability must be written on ISO Form CG 2010 (11/85), a CG 2037 (07/04) together with CG 2033 (07/04), or the equivalent; but shall not use the following forms: CG 2010 (10 93) or CG 2010 (03 94).

§ 2.5.8 Certificates of Insurance. The Architect shall file with the Owner certificates of insurance in forms acceptable to or provided by the Owner before it commences its services under this Agreement and annually thereafter. Each certificate of insurance must (a) demonstrate the coverage dates, amount, and type of insurance required by this Section 2.5 or by law, (b) provide all endorsements and declarations applicable to the coverage, and (c) identify the insurer(s) providing each set of coverage.

- .1 The Architect must notify the Owner in writing at least thirty (30) days before cancellation, lapse, or expiration of any insurance required by this Section 2.5.
- .2 Consistent with Section 2.5.7, all insurance policies, certificates, and binders of insurance for Commercial General Liability and Automobile Liability shall show the Owner and its officers, directors, employees, agents, volunteers, and consultants as additional insureds.
- .3 Upon the Owner's request, the Architect will deliver to the Owner copies of any policy (together with all endorsements, schedules, and other attachments), or a certified abstract of the policy, for any coverage provided under this Agreement.
- .4 If the Architect has any self-insured retention or deductibles for any of the required coverages, the Architect shall identify on the certificate of insurance the nature and amount of the self-insured retention or deductibles and provide satisfactory evidence of financial responsibility for those obligations. The Architect is solely responsible for satisfying all self-insured retentions or deductibles. No self-insured retention or deductible is a reimbursable expense.
- .5 The Owner has the right, but not the obligation, to prohibit the Architect from entering the Project Site until the required certificates, in complete compliance with this Section 2.5, are received and approved by the Owner.

§ 2.5.9 Responsibility for Architect Consultants The Architect shall be responsible to the Owner for acts and omissions of (1) the Architect's principals and employees, (2) the Architect's consultants and subcontractors, (3) the respective principals, agents, and employees of the consultants and subcontractors, and (4) other persons or entities for whom the Architect is responsible, for their respective performance of the Architect's services.

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

§ 2.5.11 Maintaining Insurance. The Architect must maintain the same or better insurance coverage throughout the Project and the applicable tail-out period. The tail-out period for Architect's professional liability coverage described in Section 2.5.6 may not be less than 4 years from the date of Substantial Completion of the Project. The tail-out period for all other insurance coverage may not be less than two years from the date of Substantial Completion of the Project.

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

information needed by the Owner to obtain such insurance or, alternatively, the Owner may immediately terminate this Agreement for cause pursuant to Section 9.4 of this Agreement.

§ 2.5.13 Limitations on coverages:

- .1 No insurance provided by the Architect under this Section 2.5 shall be required to indemnify the Owner or its agents, representatives, or employees to the extent of liability for death or bodily injury to persons or damage to property caused in whole or part by their negligence, but will require indemnity to the extent of the negligence of the Architect or its agents, representatives, or employees.
- .2 By requiring insurance, the Owner does not represent that coverage and limits will necessarily be adequate to protect the Architect. Insurance in effect or procured by the Architect will not reduce or limit the Architect's contractual obligations to indemnify the Owner for claims or suits that result from or are connected with the services provided under this Agreement.

§ 2.5.14 The Architect's insurance shall apply separately to each insured against whom a claim is made or suit is brought. The Architect's insurance shall not include any cross-suit exclusion or preclude the Owner from asserting a claim. The Architect waives all rights of subrogation against the Owner and coverage that the Owner maintains.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, civil, fire protection, landscaping, lighting, acoustical, mechanical, plumbing, security system, interior design consulting, electrical engineering services, and other basic services as defined in this Agreement. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, review payment applications in a timely manner, promptly issue and revise punch list documentation, and report progress to the Owner. During the design and construction phase, the Architect shall organize and conduct Project meetings and prepare and disseminate minutes and other meeting documentation.

§ 3.1.1.1 The Architect shall coordinate the designs and other services provided by Architect's consultants and correlate the design documents to be consistent with each other.

§ 3.1.2 The Architect shall coordinate its services and the services of its consultants with those services provided by the Owner and the Owner's consultants. The Architect shall review information provided by the Owner, including information derived pursuant to Section 3.1.9, for completeness necessary to the performance of the Basic Services, and thereafter, the Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. 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 of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required 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. Time is of the essence of this Agreement.

§ 3.1.4 The Architect shall submit information to the Owner and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, contact certification agencies and governmental authorities 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 agencies, authorities and entities.

§ 3.1.8 The Architect shall assist in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect will cooperate with and assist Owner in any appeal or challenge to code or inspection requirements.

§ 3.1.9 The Architect:

- .1 Shall 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 for the Architect's services, by law, or by the Contract Documents;
- .2 Shall 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 those engineers or consultants;
- .3 Shall assist the Owner in arranging for and coordinating those tests or services that are approved and contracted for by the Owner;
- .4 Shall supervise any tests and reports identified in Section 3.1.9.1, 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 Shall 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 Shall request verification of this information as necessary to perform its services.

To the extent that the Owner agrees with the Architect's recommendations, the Owner shall contract with consultants and engineers as identified in this Section 3.1.9, and pay in advance for their services.

§ 3.1.10 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, including without limitation all requirements identified in Section 3.4.2 and Article 14. 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.

§ 3.1.11 The Architect shall submit a report, not less than quarterly, to Owner describing the general progress of the Project and describing any problems or factors contributing to delay. Additionally, the Architect shall report to Owner any information as required by the U.S. Economic Development Administration ("EDA") or any other federal agency.

§ 3.1.12 Before Project construction commences, the Architect shall prepare an Inadvertent Discovery Plan ("IDP") for the Project. Architect shall compile inadvertent discoveries associated with the Project and present a Plan for resolving them, in compliance with EDA requirements.

§ 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 delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall promptly 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 sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. 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 to the Owner, 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 as needed to clearly describe the work to be constructed, including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials including but not limited to MEP systems, low-voltage system, finishes, and any other pertinent information to represent the program and basic design intent, 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, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner 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 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 [Deleted].

§ 3.2.8 During the Schematic Design Phase, the following design and building components will be analyzed for recommendations or for identification of alternate materials, systems, equipment, and development of conceptual design solutions, as applicable:

- .1 Demolition plans
- .2 Alternate structural systems
- .3 Energy sources
- .4 Energy conservation
- .5 Heating and ventilating
- .6 Air conditioning
- .7 Plumbing
- .8 Fire protection
- .9 General space requirements
- .10 Conveying systems

- .11 Power service and distribution
- .12 Lighting
- .13 Telecommunications
- .14 Fire detection and alarms
- .15 Security systems
- .16 Electronic communications
- .17 Acoustical systems
- .18 Special electrical systems
- .19 Landscaping
- .20 On-site utility systems
- .21 Fire protection feeders
- .22 Drainage systems
- .23 Paving, drives, and walkways
- .24 Off-site utilities
- .25 Fixture and equipment layouts, including M/E/P and architectural requirements
- .26 Identification of potential architectural materials, systems, equipment, and their criteria and quality standards consistent with the conceptual design

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

§ 3.2.10 The Schematic Design Documents shall include, at a minimum, typical structural bay plan, and outline specifications.

§ 3.2.11 Consistent with Section 3.1.9, the Architect shall advise the Owner promptly and in writing of the necessity or advisability for the Owner to procure any tests, studies, analyses, reports, or consultant's services upon which proper development of design and construction documents is dependent.

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

§ 3.2.13 The Architect shall submit the Schematic Design Documents to the Owner.

§ 3.2.14 Upon receipt of review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.5, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.15 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, pursuant to Section 5.4, 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, major mechanical and electrical equipment sizes and riser diagrams, 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 During the Design Development Phase, the scope of services will consist of continued development and expansion of all aspects of the Schematic Design Phase and development of outline specifications, details, and material lists to establish the following:

- .1 Demolition and site preparation
- .2 Basic structural system dimensions
- .3 Final structural design criteria
- .4 Foundation design criteria
- .5 Preliminary sizing of major structural components
- .6 Critical coordination clearances
- .7 Outline specifications or material lists for all Construction Specifications Institute divisions
- .8 Existing building coordination
- .9 Approximate equipment sizes and capacities
- .10 Preliminary equipment layouts
- .11 Required space for equipment
- .12 Acoustical and vibration control
- .13 Visual impacts
- .14 Energy conservation measures
- .15 Criteria for lighting, electrical, and communications systems
- .16 Approximate sizes and capacities of major components
- .17 Landscaping
- .18 Required chases and clearances
- .19 Continued development and expansion of civil Schematic Design Documents
- .20 Continued development and expansion of landscape Schematic Design Documents
- .21 Interior construction of the Project
- .22 Special interior design features

§ 3.3.3 Consistent with Section 3.1.9, the Architect shall advise the Owner promptly and in writing of the necessity or advisability for the Owner to procure any tests, studies, analyses, reports, or consultant's services on which proper development of design and construction documents is dependent.

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

§ 3.3.5 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents and cost estimate to the Owner and request the Owner's approval of the Design Development Documents.

§ 3.3.6 Following the approval of the Owner, the Architect shall seek and secure review of Design Development 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.

§ 3.4 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.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) 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 update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 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.

§ 3.4.6 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 approval by those agencies. The Architect shall participate in public hearings or presentations, if required, in order to receive approval of the regulatory agencies.

§ 3.4.7 The Architect will make available for reproduction two (2) sets of Construction Documents to the Owner and up to ten (10) additional sets of Construction Documents for use by the Contractor, its subcontractors, and others who must approve the Project. These sets will be provided without additional charge to the Owner. The Architect will furnish additional sets of the Construction Documents as required to authorized recipients at the recipient's expense.

§ 3.4.8 The Architect will include on each page of the Instruments of Service and bid sets all notices as may be required pursuant to ORS 701.625. The language for such notices will be provided by the Owner.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect may 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) reviewing proof of each bidder's qualifications and recommending approval or disapproval; (4) determining the successful bid or proposal, if any; and, (5) awarding and preparing 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 facilitating the distribution of Bidding Documents in excess of the documents supplied by the Architect under Section 3.4.7 to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, subsequently documenting and distributing the bidding results including preparing and submitting tabulation of bids, and making a recommendation to Owner as to contract award as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 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 facilitating the distribution of Proposal Documents in excess of the documents supplied by the Architect under Section 3.4.7 for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 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 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the construction contract between the Owner and the Contractor as set forth below and in the General Conditions.

§ 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, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and 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 at the expiration of the period of correction of the Work described in the General Conditions. 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

- .1 The Architect, as a representative of the Owner, and the Architect's consultants, shall visit the site before commencement of the Work and at regular intervals appropriate to the stage of construction, or as otherwise required in the Contract Documents (1) to become generally familiar with the progress and quality of the portion of the Work completed, (2) to guard the Owner against defects and deficiencies in the Work, and (3) to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from and substitutions to 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.
- .2 The Architect shall provide continuous onsite inspection of all parts of the Work in all stages to ensure that the Work is in accordance with the Contract Documents. The Architect shall promptly report to the Owner (1) known deviations from and substitutions to 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. The Architect shall produce, organize, and maintain the following documents: (1) daily Project log, which must include the following details: time of arrival, time of departure, a summary of Work in progress, and noted deficiencies in the construction or deviations from the Construction Documents, and the date, time and method of correction for any noted deficiencies or deviations, (2) progress reports; (3) test and inspection file, (4) job memo file. The Architect will be responsible for any damages arising from any negligent performance of the obligations set forth in this Section 3.6.2.1.2.

§ 3.6.2.2 The Architect has the authority, with notice to the Owner, to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not 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. The Architect shall inform the Owner contemporaneously of any rejection of Work or documents.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits 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 The Architect shall assist with the resolution of Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect will consistently attend weekly construction progress and scheduling meetings at the Project Site, review and approve or reject the Contractor's critical path method construction schedule, 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 preserve copies of appropriate minutes and Project documentation.

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

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, Contractor has submitted all conditional lien releases, and 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.

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

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

§ 3.6.3.4 The Architect must 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 7 days from the date of the Architect's receipt of the Application for Payment. The Architect will be liable to the Owner for all damages incurred as a result of the Architect's untimely review of the Applications for Payment, including without limitation damages owed to the Contractor, interest charges, attorney fees, indemnification expenses, construction lien costs or losses, suspension of work, and other direct or consequential damages.

§ 3.6.3.5 The Architect or the Owner may withhold approval for payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's or the Owner's opinion the representations to the Owner required by Section 3.6.3.1 cannot be made. If the Architect is unable to certify payment equal to the amount requested in the Contractor's Application for Payment, the Architect will notify the Contractor and Owner as provided in Section 9.4.1 of the General Conditions. If the Contractor, the Owner, and the Architect cannot agree on a revised amount, the Architect will promptly approve payment of the amount for which the Architect is able to make such representations to the Owner.

§ 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 to not cause delay in the Work while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review 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 be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to 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.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness to not cause delay in the Work, but in all events no later than 7 days after receipt of the request. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. The Architect will maintain a log of requests for information throughout the Project.

§ 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, with approval by the Owner, may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the Contract Documents, the Architect or the Contractor shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce, and distribute Drawings and Specifications to describe Work to be added, deleted, or modified, as appropriate. The Architect's compensation may be equitably adjusted as appropriate for the preparation, reproduction, and distribution of Drawings and Specifications required by Owner-initiated changes.

§ 3.6.5.2 The Architect shall maintain a Change Order log for and document 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. A request for a change in the Work shall be accompanied by sufficient supporting information to permit the Architect and the Owner to make a reasonable determination without extensive investigation. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. With the Owner's approval, the Architect shall incorporate those costs or 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, in consultation with the Owner, shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance;
- .3 fix the time within which the Contractor shall finish all items on the list of items to be corrected prepared under Section 9.8 of the General Conditions;
- .4 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;
- .5 issue Certificates of Substantial Completion;
- .6 receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and,
- .7 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 [Deleted, See Section 3.6.6.1.4].

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor:

- (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment;
- (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and the Contractor to review the facility 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 with its consultants will review and comment on the draft Record Construction Documents submitted by the Contractor at the time of Substantial Completion. The Architect will promptly return the draft Record Construction Documents with its comments to the Contractor so that the Contractor can prepare final documents and submit them to the Owner within 60 days following Substantial Completion. The Architect will provide electronic and other forms of its Construction Documents for the Contractor's use in preparing Record Construction Documents.

§ 3.6.6.7 The Architect shall provide Project as-built drawings.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Except as otherwise set forth below or in the Contract Documents, the services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	Basic Services
§ 4.1.1.9 Landscape design	Basic Services
§ 4.1.1.10 Architectural interior design	Basic Services
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	Basic services
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Basic Services
§ 4.1.1.16 As-constructed record drawings	Basic Services, See Section 3.6.6.6
§ 4.1.1.17 Post-occupancy evaluation	Architect
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	Basic Services
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 [Deleted].

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 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 prior written authorization:

- .1 Services necessitated by a material and unanticipated change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the unanticipated enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by unanticipated official interpretations of applicable codes, laws or regulations 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 or any other material 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 or Cost of the Work or Project;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner, except as otherwise indicated elsewhere in this Agreement;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing (a) that could not reasonably have been anticipated, or (b) that was not needed to obtain approval for the Project or its design elements;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding to which the Architect is not a party, but the Owner has no duty to pay for the Architect's services at proceedings to the extent that those services arise from the Architect's negligence;
- .9 [Deleted];
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 [Deleted].

§ 4.2.2 [Deleted].

§ 4.2.3 [Deleted].

§ 4.2.4 [Deleted].

§ 4.2.5 [Deleted].

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information necessary and relevant for the Architect to perform in a timely manner regarding requirements for and limitations on the Project

§ 5.2 The Owner will notify the Architect of material changes in budget or resources, and the Architect will 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 or the Owner's representative 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. Professors, administrators, and other personnel of the Owner, other than the Owner's representatives, do not have such authority. Specifically, the Architect and its consultants cannot rely on statements, requests, or purported authorizations made by persons or entities other than the Owner's representatives for any purpose relating to the Work, the Contract Documents, changes, or payment.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information may include, if reasonably available to the Owner and as applicable to the Project, 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. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 [Deleted, see Section 1.1.9.]

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information may include, if reasonably available to the Owner , grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning,

deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

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

§ 5.9 Subject to Section 3.1.9, 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.

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

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

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any material direct communications between the Owner and the Contractor otherwise relating to the Project. The Owner shall generally endeavor to communicate with the Architect's consultants through the Architect.

§ 5.13 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 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.

§ 5.14 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.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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, which estimate and design have been previously approved by the Owner, 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, 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 shall be adjusted throughout the Project as stated in Sections 5.4 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 estimates of the Cost of Work, the Architect shall be permitted 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; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 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 may

- .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 this Agreement in accordance with Section 9.5;
- .4 in consultation with the Architect, 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.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 As required under 2 CFR 200.315, The Architect grants to the Owner and the EDA a royalty-free, irrevocable, and nonexclusive license to reproduce, publish, or to otherwise use (including producing public copies and publicly displaying) the Architect's Instruments of Service and other data produced under this Agreement for federal purposes and for purposes of constructing, using, maintaining, altering, and adding to the Project. For Instruments of Service and other data required under this Agreement, but that the Architect does not first produce in the

performance of this Agreement, the Architect will grant a license of the same scope to the Owner and the EDA. The Architect shall obtain similar royalty-free, irrevocable, and nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service for use in performing services or construction for the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service 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. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.3.2 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. If and upon the date the Architect is in default of this Agreement, the foregoing license shall be supplemented by a second, royalty-free, irrevocable nonexclusive license, similar in scope to the license described in Section 7.3, that permits the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using, and maintaining the Project.

§ 7.4 Unless otherwise provided by law, the rights to any invention made by Architect under this Agreement are determined by the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and as codified at 35 U.S.C. § 200 et seq., except as otherwise required by law. The specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from Federal awards are described in more detail at 37 CFR part 401 and, in particular, in the standard patent rights clause at 37 CFR § 401.14, which is hereby incorporated into this Agreement.

§ 7.5 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 **DEFINITION OF CLAIMS** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of this Agreement. The term "Claim" also includes other disputes and matters in question between the Owner and the Architect arising out of or relating to this Agreement. The responsibility to substantiate a Claim shall rest with the party making the Claim.

§ 8.1.2 **NOTICE OF CLAIMS** A claim by either the Owner or the Architect must be made by written notice to the other party. Claims by either party must be initiated within twenty-one (21) working days after occurrence of the event giving rise to such Claim or within twenty-one (21) working days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. The Owner or the Architect must identify known bases for each Claim and the nature and amount of relief sought.

§ 8.1.3 **CONTINUING CONTRACT PERFORMANCE** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Article 9, the Architect shall proceed diligently with performance of its services under this Agreement and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 8.1.4 **INITIAL RESOLUTION** To facilitate the resolution of Claims between the Architect and the Owner, the parties shall attempt in good faith first to resolve Claims that are made before final payment by the following dispute-resolution process. The parties agree not to proceed to arbitration until the following process has been attempted. Neither party's rights, defenses, Claims, or remedies shall be considered waived, released, or adversely affected by its participation in this process, but this process shall not toll any applicable statutory periods of limitation, duration, or ultimate repose except to the extent that the parties separately agree in writing to toll those periods.

- .1 All reasonable efforts will be made by the Owner's Designated Representatives and the Architect's Designated Representative to resolve any Claims that arise during the Work in a prompt and equitable manner. If they fail to reach an equitable agreement to resolve a Claim, either party may notify the other party in writing to identify the Claim with known specificity and request a meeting between the Owner's senior executive responsible for the Project and the Architect's senior executive responsible for the Project.
- .2 The parties' senior executives shall meet at a mutually agreed time and place within ten (10) days of receipt of the written notice and attempt in good faith to negotiate a resolution of the Claim. If within ten (10) days after the meeting the parties have not succeeded in negotiating an agreed-upon resolution of the Claim, then either party may pursue any and all rights and remedies available to it in this Agreement.
- .3 The parties may at any time mutually agree to submit any dispute between them to voluntary mediation or to arbitration under Section 8.2.

§ 8.2 Mediation

§ 8.2.1 The parties may endeavor to resolve disputes by mediation at any time and as they may agree.

§ 8.2.2 [Deleted].

§ 8.2.3 [Deleted].

§ 8.2.4 The method of binding dispute resolution shall be the following:
(Check the appropriate box.)

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 shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the Arbitration Service of Portland, Inc. in accordance with its rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. Exclusive venue for arbitration shall be Multnomah County, Oregon.

§ 8.3.1.1 A notice of the demand for arbitration shall identify the known bases for each claim and the nature and amount of the relief sought and shall be made by written notice to the other party to this Agreement within a reasonable time, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties 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 arbitrations to be consolidated substantially involve common questions of law or fact; and (2) 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 pursuant to this Section 8.3. Before allowing any consultant or other person or entity retained by the Architect to commence services for the Project, the Architect shall require such third party to consent in writing to arbitration under this Section 8.3, if named by the Owner or the Architect.

§ 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 have under this Agreement.

§ 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 payments to the Architect when due in accordance with this Agreement for more than 70 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 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 Owner shall pay the Architect all sums due for this Project prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than 30 consecutive days (not related to phasing of 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 90 consecutive days for reasons other than the fault of the Architect (unless related to phasing of the Project), the Architect may terminate this Agreement by giving not less than seven days' written notice.

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

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

§ 9.6 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, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 [Deleted].

§ 9.8 [Deleted].

§ 9.9 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.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by and construed in accordance with the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in the General Conditions identified in Section 2.1. The term "day" as used in the Agreement shall mean calendar day unless otherwise specifically defined.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 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 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, 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 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, except for persons or entities indemnified under the terms of this Agreement.

§ 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. Notwithstanding the foregoing sentence:

- .1 To the extent that the Architect's duties include examination of existing conditions at the Project site where hazardous materials are used or are present, the Architect is responsible, with respect to its or its consultants' actions, to use proper precautions to avoid dissemination of hazardous materials and maintain a safe working environment; and
- .2 To the extent that the Architect's duties include (a) specification of the use of hazardous materials in construction work or (b) the design of systems to carry hazardous materials for use in the Owner's operations, the Architect is responsible to incorporate into its services proper precautions and design elements to contain or abate (as appropriate) hazardous materials and to maximize the safe use and transmission of hazardous materials as part of the continuation or planned use of the Owner's operations.

§ 10.7 The Architect may, subject to the Owner's prior review and approval (which shall not be unreasonably withheld) include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. Prior to entering onto Owner's property to make such representations, the Architect shall notify the Owner and the Owner and the Architect shall agree on a schedule for such access. The Architect shall provide the Owner with copies of all photographic or artistic representations of the completed Project. However, the Architect's materials shall not include the Owner's confidential or proprietary information, except as may be approved by the Owner. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. 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 Owner receives information that is "confidential" or "business proprietary," 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 or as may be required under the Oregon Public Records Law (ORS 192.410 to 505) . This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, 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 receiving party to defend itself in any dispute. The receiving party 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. 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 Compliance with Public Contacting Code. The Architect will comply with all federal, state, and local laws applicable to the Work under this Agreement, including without limitation the following requirements of the Oregon Public Contracting Code and the following federal requirements.

§ 10.10.1 Payment of Laborers (ORS 279B.220 and 279C.505): The Architect shall:

- .1 Make payment promptly, as due, to all persons supplying to such Architect labor or material for the prosecution of the work provided for this contract.
- .2 Pay all contributions or amounts due the Industrial Accident Fund by the Architect or subcontractors, if permitted, incurred in the performance of this contract.
- .3 Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished by Architect.
- .4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- .5 If Architect neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Agreement as such claim becomes due , Owner may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Architect. Owner's payment of such a claim shall not relieve Architect or Architect's surety, if any, from its obligation to any unpaid claims.

§ 10.10.2 Payment for Medical Care and Workers' Compensation (ORS 279B.230 and 279C.530):

- .1 Architect shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Architect, of all sums that Architect agrees to pay for such services and all moneys and sums that Architect collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.
- .2 All subject employers working under the Agreement are either employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

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

- .1 Maximum Hours: Architect shall pay its employees at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays,

New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

- .2 Exemption: The requirements of 1.4.2.4.3.1 do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC. 201 to 209 from receiving overtime.
- .3 Discrimination Prohibition. The Contractor shall comply with the prohibition on discriminatory wage rates based on sex, which is set forth in ORS 652.220. Compliance with ORS 652.220 is a material element of the Contract and failure to comply is a breach that entitles the Owner to terminate the Contract for cause.
- .4 Salary Discussion. The Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- .5 Notice to Employees: Architect must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

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

- .1 Posted circular: Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and
- .2 Maintaining posted circular: Maintained such circular continuously posted from the inception to the completion of this Agreement on which workers are or have been employed.

§ 10.10.5 Clean Air Act: The Architect agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Architect agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office. The Architect agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

§ 10.10.6 Federal Water Pollution Control Act. The Architect agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., as amended. The Architect agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office. The Architect agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

§ 10.10.7 Debarment and Suspension.

- .1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Architect certifies that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- .2 The Architect must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- .3 This certification is a material representation of fact relied upon by Owner. If it is later determined that the Architect did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

§ 10.10.8 Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

§ 10.10.9 National Environmental Policy Act. Architect acknowledges and understands that the Project must comply with the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) ("NEPA") and Section 6002 of the Solid Waste Disposal Act (42 U.S.C. 6962), as amended by the Resource Conservation and Recovery Act related to the procurement of recovered materials (the "Solid Waste Disposal Act"). Architect's services under this Agreement will be consistent with, and will comply with, NEPA and the Solid Waste Disposal Act.

§ 10.10.10 American Iron and Steel, Buy America: Architect acknowledges and understands that the Project may only use iron and steel products produced in the United States and must comply with all applicable guidance. Architect also understands that to the greatest extent practicable, the Contractor will be encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance awards.

§ 10.10.11 Equal Employment Opportunity: During the performance of this Agreement:

- .1 The Architect will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- .2 The Architect will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- .3 The Architect will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action including an investigation conducted by the employer, or is consistent with the Architect's legal duty to furnish information.
- .4 The Architect will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- .5 The Architect will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- .6 The Architect will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- .7 In the event of the Architect's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- .8 The Architect will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Architect will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Architect becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Architect may request the United States to enter into such litigation to protect the interests of the United States.

The recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

§ 10.10.12 The Architect's understands and acknowledges that the Project comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance

with the Energy Policy and Conservation Act (42 U.S.C. § 6201). Such standards and policies are incorporated by reference into this Agreement.

§ 10.10.13 The Architect understands and acknowledges that the Owner must comply with 2 CFR 200.216 to the extent applicable to the Project. The Architect's services under this Agreement will be consistent with, and will comply with, 2 CFR 200.216.

§ 10.11 When Work Is Performed on Owner's property (including College buildings) Architect Shall Comply With the Following:

- .1 Identification. Architect performing work on Owner's property or for Owner shall carry photo identification and will present such, to anyone on request. Contractors that do not have specific uniforms for employees, shall provide identification tags as described above, and or any other mechanism, the Owner in its sole discretion determines is required to easily identify Contractors.
- .2 Sign-in Required. As required by schools and other Owner facilities, each day of work Architect employees shall sign into the Main Office to receive an in-school identification/visitors tag to be displayed on the person at all times they are in the school or other location.
- .3 No Smoking. Smoking or other use of tobacco is prohibited on the Owner property.
- .4 No Weapons or Firearms. Except as provided by Oregon Statutes and Owner policy, weapons and firearms are prohibited on Owner property.

§ 10.12 When Work Is Performed in or on the College's campus, Architect Shall Comply With the Following:

- .1 **No Unsupervised Contact with Students.** Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Architect will ensure that Architect, any consultants, and their officers, agents and employees will have no direct unsupervised contact with students while on Owner's property. Architect will work with the Owner to ensure compliance with this requirement. If Architect is unable to ensure through a security plan that none of its officers, agents or employees will have direct, unsupervised, contact with students in a particular circumstance or circumstances, Architect shall so notify the Owner before performing any services that could result in such contact. Architect authorizes Owner to obtain information about Architect and Architect's history and to conduct a criminal background check, including fingerprinting, of any officer, agent or employee of Architect that will have unsupervised contact with students. Architect also agrees to cause Architect's employees and/or subcontractors, if any, to authorize Owner to conduct such background checks. Architect shall pay all fees assessed by Oregon Department of Education for processing the background check. Owner may deduct the cost of such fees from a progress or final payment to the Architect under this contract, unless the Architect elects to pay such fees directly.
- .2 **Confidentiality.** The Parties recognize that the Federal Education Privacy Rights Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Architect or its consultants in the performance of this Agreement may not be re-disclosed to third parties without written consent of the students' parents/guardians; and must be used only for the purposes identified in this Agreement.

§ 10.13 Examination and Retention of Records

- .1 The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this Agreement, have

access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Agreement, including but not limited to payrolls, personnel records invoices of materials, and relevant data and records (the "Documents") for the purpose of making audit, inspection, examination, excerpts, and transcriptions. The Architect shall store and maintain the Documents for at least three years after final payment under this Agreement.

- .2 The Architect agrees to include in first-tier subcontracts under this Agreement a clause substantially the same as Section 10.13.1 above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed \$10,000.
- .3 The periods of access and examination in Section 10.13.1 above for records relating to (1) appeals under the disputes clause of this Agreement, (2) litigation or settlement of claims arising from the performance of this Agreement, or (3) costs and expenses of this Agreement to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)
« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

«See Section 11.3 below.»

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

§ 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.)

«If the Owner and the Architect do not agree to a lump sum amount, compensation for Additional services shall be calculated according to the hourly rates set forth in Section 11.7. The Owner and the Architect will endeavor to reach a not-to-exceed amount for each Additional Service. »

§ 11.4 Compensation for Supplemental and 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.

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: **TBD**

Schematic Design Phase	« »	percent (« »	%)
Design Development Phase	« »	percent (« »	%)
Construction Documents Phase	« »	percent (« »	%)
Procurement Phase		percent (%)
Construction Phase	« »	percent (« »	%)

Total Basic Compensation one hundred percent (100 %)

§ 11.6 When compensation is based 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.

§ 11.6.1 [Deleted].

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices, which may occur no more than once each year and which may not occur until 12 months following the Effective Date.

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

« [TBD] »

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation in connection with the Project and pre-authorized out-of-town travel and subsistence subject to the following:
 - (a) Expenses of commuting to and from the Project site are excluded from reimbursable expenses.
 - (b) Routine fax, cellular telephone, e-mail, and postage charges are not reimbursable, and
 - (c) Reimbursement for transportation and commuting will not exceed the Internal Revenue Service’s rate per mile for reimbursement of business transportation in effect at the time of travel.
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Extraordinary postage, handling, and delivery such as Fed ex, UPS, overnight, or other expedited delivery;
- .6 Expense of overtime work requiring higher than regular rates, only if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and non-typical presentation materials requested by the Owner or required for the Project;
- .8 [Deleted];
- .9 [Deleted];
- .10 [Deleted];
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures as preapproved by the Owner pursuant to Section 11.8.3.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants without markup. Notwithstanding the foregoing sentence, the Architect may include a markup of up to 10 percent of the actual fees assessed by government agencies for Project permits that the Architect pays on the Owner’s behalf, conditioned upon submission of the receipt of payment for the fees assessed. The Architect shall not issue a bill to the Owner for payment of Reimbursable Expenses unless the aggregate Reimbursable Expenses exceed \$100.00. Costs for Reimbursable Expenses are included in the Architect’s compensation as set forth in Section 11.1.

§ 11.8.3 The Architect has provided and the Owner has approved a detailed estimate of anticipated Reimbursable Expenses of \$[TBD] based upon the rates outlined in the Fee Proposal incorporated under Section 13.2 of this

Agreement. Costs may not be incurred for Reimbursable Expenses in excess of this amount without prior written approval of the Owner. If, subject to Section 4.2, Additional Services are required during the course of the Project that were not previously identified and anticipated, the Architect shall prepare a detailed estimate of the cost of reimbursable expenses arising from such Additional Services and submit it to the Owner for approval before the services are rendered. Thereafter, costs may not be incurred in excess of the approved written estimate without prior written approval of the Owner. Compliance with this Section 11.8.3 is a condition precedent to payment for Reimbursable Expenses.

§ 11.9 [Deleted].

§ 11.10 Payments to the Architect

§ 11.10.1 [Deleted].

§ 11.10.1.1 [Deleted].

§ 11.10.1.2 [Deleted].

§ 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 within 30 days of Owner's acceptance of the Architect's invoice. Amounts unpaid ~~«ninety»~~ («90») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

Interest will accrue at an annual rate of one percent over the prime lending rate published by The Wall Street Journal 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 mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 INDEMNIFICATION

§ 12.1.1 Indemnity – Claims for Other Than Professional Liability:

§ 12.1.1.1 To the fullest extent permitted by law, the Architect shall defend, indemnify and hold harmless the Owner, Owner's consultants, and agents and employees of any of them for, from, and against claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, resulting from our arising out of the activities of the Architect or its consultants, agents or employees under this Agreement, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder, including without limitation (a) the Architect's breach of this Agreement; (b) death, personal injury (including bodily injury), property damage, or violation of law, regulation, or orders caused in whole or in part by the Architect's performance under this Agreement; (c) any alleged violation or infringement of third-party trade rights arising out of services provided by the Architect; (d) any negligent or willful acts or omissions by the Architect or persons for whom the Architect is responsible, [including but not limited to Architect's performance as the construction inspector]; and (e) claims asserted by employees of the Architect or of any entity for whom the Architect is responsible (including wage or benefit claims) or for any violation of federal, state, or local wage and labor laws and regulations thereunder by the Architect or other persons acting on behalf of the Architect. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 12.1.

§ 12.1.1.2 No indemnification or insurance provided by the Architect under this Section 12.1.1 will be required to indemnify the Owner or its employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by their own negligence, but will require indemnity to the extent of the fault of the Architect or those entities or persons for whom the Architect is responsible.

§ 12.1.2 In claims against any person or entity indemnified under this Section 12.1 by an employee of the Architect or of any entity for whom the Architect is responsible, the indemnification obligation under Section 12.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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, as amended
- .2 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[] 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.)

Exhibit A: RFP

- .3 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

COLUMBIA GORGE COMMUNITY COLLEGE

[TBD]

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

(Printed name, title, and license number, if required)

ATTACHMENT B

PROPOSER CERTIFICATIONS AND REPRESENTATIONS

Renovation of the Health and Sciences Stimulation Lab

PROPOSAL FORM

Legal Name of Proposer: _____

Mailing Address: _____

The Proposer certifies and agrees:

- The Proposer has read and understands the Specifications, Addenda, Contract and all other documents pertaining to this solicitation.
- The Proposer has, or has available, the equipment, personnel, materials, equipment, facilities, and equipment, as well as, the technical and financial ability necessary to complete and execute all services in a sound and suitable manner for the use specified and intended.
- The Proposer agrees to execute a contract in substantially the same form as Attachment A within ten (10) days from date of Notice of Intent to Award.
- The Proposer acknowledges that the signer on this Proposal is fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.
- The Proposer 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 Proposal.
- The Proposer certifies that Proposer is registered with the [add appropriate licensing board; e.g., State Board of Architect Examiners, State Board of Examiners for Engineering & Land Surveying, etc.]: _____

Registration Number _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO RFP DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: 1 2 3 4 5 6

Date if not applicable or no addenda were received: _____

The Proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business in awarding a subcontract.

As required by ORS 279B.045, the Proposer represents and warrants that the Proposer has complied with the applicable tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. The Proposer and any consultants listed on BOLI's List of Ineligibles will be rejected.

Respectfully submitted this _____ day of _____ 2022.

Authorized Signature: _____ Authorized Title: _____

Authorized Name (Print): _____ Date: _____

Phone: _____ Fax: _____

ATTACHMENT C

PROPOSER RESIDENCY INFORMATION

ORS 279A.120 states, "For the purposes of awarding a public contract, a contracting agency shall":

- a. Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and
- b. Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" under this paragraph.

"Non-resident Bidder" means a Bidder who is not a "resident Bidder" as defined above.

- a. Bidder is a (check one): RESIDENT Bidder NON-RESIDENT Bidder
- b. If resident Bidder, enter your Oregon business address: (physical and mailing address):

- c. If a non-resident Bidder, enter state of residency: _____
- d. If a non-resident Bidder, do you or your company receive, or are you or your company eligible for any preference in award of contracts with your state's government or with other governmental bodies in your state?

CHECK ONE: YES NO

If YES, state the preference percentage: _____%

If YES, but not a percentage of bid price, describe the preference:

If YES, state the law or regulation that allows the preference described (legal citation):

ATTACHMENT D

**CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

*(NOTE: Consultant Must Complete A or B below. For purposes of this Attachment D,
"Consultant" refers to Proposer)*

A. CONSULTANT IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP

I certify under penalty of perjury that Consultant is a [check one]: Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Authorized Signature

Title

Date

B. CONSULTANT IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR

Consultant certifies under penalty of perjury that the following statements are true:

1. If Consultant is providing labor or services under this Contract for which registration is required under ORS Chapter 671, Consultant has registered as required by law, **and**
2. If Consultant performed labor or services as an independent contractor last year, Consultant filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Consultant represents to the public that the labor or services Consultant provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only underwritten by contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Authorized Signature

Title

Date

ATTACHMENT E
INSURANCE REQUIREMENTS

See Attachment A, Sample Contract

ATTACHMENT F

WORKERS' COMPENSATION EXEMPTION CERTIFICATE

(To be used only when Consultant claims to be exempt from Workers' Compensation coverage requirements. For purposes of this Attachment F, "Consultant" refers to Proposer.)

Consultant is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason *(check the appropriate box)*:

SOLE PROPRIETOR

- Consultant is a sole proprietor, and
- Consultant has no employees, and
- Consultant will not hire employees to perform this Contract.

CORPORATION - FOR PROFIT

- Consultant's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- All services will be performed by the officers and directors; Consultant will not hire other employees to perform this Contract.

CORPORATION - NONPROFIT

- Consultant's business is incorporated as a nonprofit corporation, and
- Consultant has no employees; all work is performed by volunteers, and
- Consultant will not hire employees to perform this Contract.

PARTNERSHIP

- Consultant is a partnership, and
- Consultant has no employees, and
- All services will be performed by the partners; Consultant will not hire employees to perform this Agreement, and
- Consultant is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.**

LIMITED LIABILITY COMPANY

- Consultant is a limited liability company, and
- Consultant has no employees, and
- All services will be performed by the members; Consultant will not hire employees to perform this Agreement, and
- If Consultant has more than one member, Consultant is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.**

**NOTE: Under OAR 436-50-050, a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.*

***NOTE: Under certain circumstances, partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.*

Authorized Printed Name

Authorized Signature

Authorized Title

Date

ATTACHMENT G
AFFIDAVIT OF NON-COLLUSION

STATE OF OREGON

County of _____

I state that I am _____ (title) of _____
(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners,
directors, and officers.

I state that:

- (1) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this RFP, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- (2) 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.
- (3) _____ (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 Columbia Gorge Community College in awarding the contracts(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 Columbia Gorge Community College of the true facts relating to the submission of proposals for this RFP.

Authorized Printed Name

Authorized Signature

Authorized Title

Date

**ATTACHMENT H
REFERENCES**

ITEM	Reference 1	Reference 2
A. Name		
B. Business or Employer		
C. Telephone	()	()
D. E-Mail Address		
ITEM	Reference 3	Reference 4
A. Name		
B. Business or Employer		
C. Telephone	()	()
D. E-Mail Address		
ITEM	Reference 5	Reference 6
A. Name		
B. Business or Employer		
C. Telephone	()	()
D. E-Mail Address		

Has your company ever been declared in breach of any contract for unperformed or negligent services?
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. _____

ATTACHMENT I
GRANT MATERIALS

ECONOMIC DEVELOPMENT ADMINISTRATION ARCHITECT/ENGINEER CONTRACT CHECKLIST

EDA Award Number: _____ Date: _____

Recipient: _____

Co-Recipient(s): _____

Recipient's Authorized Representative: _____

Name & Phone Number

Project/Contract Description	Contract Award Date	Total Contract Amount	EDA Funded Amount	* Non-EDA Funded Amount
		\$	\$	\$

** Design services of project components not part of the EDA Grant Project and do not include EDA funds nor local match funds.*

1. The Recipient's Architect/Engineer (A/E) contract is in compliance with the Recipient's written procurement procedures. The firm was selected in accordance with the procurement standards set forth in 2 CFR Part 200, and according to the EDA publication "Summary of EDA Construction Standards."
2. The A/E was selected competitively by sealed bids (formal advertising) or by competitive proposals. If not, attach an explanation of the selection method and the reason(s) for using that method.
3. Requests for qualifications were publicized and all evaluation factors and their relative importance were identified therein. Any response to publicized requests for qualifications was honored to the maximum extent practical.
4. Qualifications were solicited from an adequate number of qualified sources (normally it is sufficient to secure at least three proposals from qualified sources.) If less than 3 qualified proposals were secured, submit an explanation to the EDA Engineer with this checklist.
5. The Recipient has an objective method for conducting technical evaluations of proposals received, selecting the best proposal, and consideration of other factors.
6. The Recipient determined the responsible firm whose proposal was most advantageous to the program, with other factors considered. Competitor's qualifications were evaluated and the most qualified competitor was selected, subject to negotiation of fair and reasonable compensation.
7. The A/E agreement provides for all services required by the Recipient for the planning, design, and construction phase of the proposed project. Appropriate standards or guides developed by such professional organizations as the American Consulting Engineers Council (ACEC), American Society of Civil Engineers (ASCE), National Society of Professional Engineers (NSPE), and/or the American Institute of Architects (AIA) may be used where the Recipient does not have standard contract documents.

Y	N	NA
---	---	----

Y	N	NA
---	---	----

8. The A/E's fee for basic services is either a fixed price or a cost reimbursement with an agreed maximum. (The amount of EDA participation will be based on a determination, subject to audit, that the fee compensation is reasonable.)
9. The A/E contract compensation is not based on the use of the cost-plus-a-percentage-of- cost or percentage of construction cost form of compensation. (These forms of compensation are not eligible for EDA participation.)
10. The A/E has provided a breakdown of the fee and it has been reviewed to be reasonable.
11. The A/E provided fee breakdown provides that compensation is based on completion of specific milestones. (Preliminary design, final design, construction management, etc.)
12. The A/E's fee covers all services necessary for the successful execution of the project, including consultations, surveys, soil investigations, supervision, "as- built" drawings, arrow diagram (CPM/PERT, for example) where applicable, and incidental costs.
13. The basic fee does not exceed that prevailing for comparable services in the project area. If the total fee is in excess of the prevailing rate because of special services to be performed, these services are identified in the agreement. Such additional charges may be approved for funding under the EDA grants if they:
 - a. Do not duplicate charges for services provided for in the basic fee;
 - b. Are a proper charge against the project cost; and
 - c. Are reasonable for the extra services to be rendered.
14. Regardless of who furnishes the construction inspector, the agreement requires the A/E to make sufficient visits to the project site to determine, in general, if the work is proceeding in accordance with the construction contract.
15. The required federal contract provisions included (Refer to Appendix II to 2 CFR Part 200 - Contract Provisions for Non-Federal Entity Contracts under Federal Awards.)
16. The A/E Agreement states a specific timetable for:
 - a. Completing preliminary plans and associated cost estimates;
 - b. Completing final plans, specifications, and cost estimates;
 - c. Securing required State and local approvals; and
 - d. Completing proposed contract documents sufficient for soliciting bids.

Y	N	NA
---	---	----

17. The A/E agreement provides for surveillance of project construction to assure compliance with plans, specifications, and all other contract documents. If the Recipient chooses the A/E as the project inspector, the requirements for inspection services shall be clearly defined and the amount the Recipient is required to pay for such services shall be stated.
18. The A/E agrees to be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector, if the inspector is furnished by the A/E. (EDA recommends that the A/E take insurance, when available, to cover liability for such damages.)
19. The A/E agrees to supervise any required subsurface explorations such as borings and soil tests to determine amounts of rock excavation or foundation conditions, no matter whether they are performed by the A/E or by others paid by the Recipient.
20. The A/E agrees to attend bid openings, prepare and submit tabulation of bids, and make a recommendation as to contract award.
21. The A/E agrees to review proof of bidder's qualifications and recommend approval or disapproval.
22. The Recipient has checked the website www.SAM.gov and has verified that the A/E does not appear on the Excluded Parties List.
23. For contracts over \$100,000, an executed copy of the Certification Regarding Lobbying has been submitted from the contractor as required by Section 1352, Title 31, of the U.S. Code.
24. The A/E agrees to submit a report not less frequently than quarterly to the Recipient covering the general progress of the job and describing any problems or factors contributing to delay.
25. The executed A/E Contract has been reviewed by the Recipient's Attorney.

The company/firm name and address of the Architect/Engineer is:

If the Architect/Engineer *will not be performing project inspection services*, the firm name and address that will provide inspection services is listed below and was selected in accordance with the procurement standards set forth in 2 CFR Part 200; or the in-house employee name and department conducting construction inspection services is listed below:

The contract price for basic A/E services is	\$
The contract price for other/extra A/E services is	\$
The estimate for reimbursable expenses is (if applicable)	\$
The contract price for inspection services is	\$

Prepared By (Name & Title)

Prepared By (Signature)

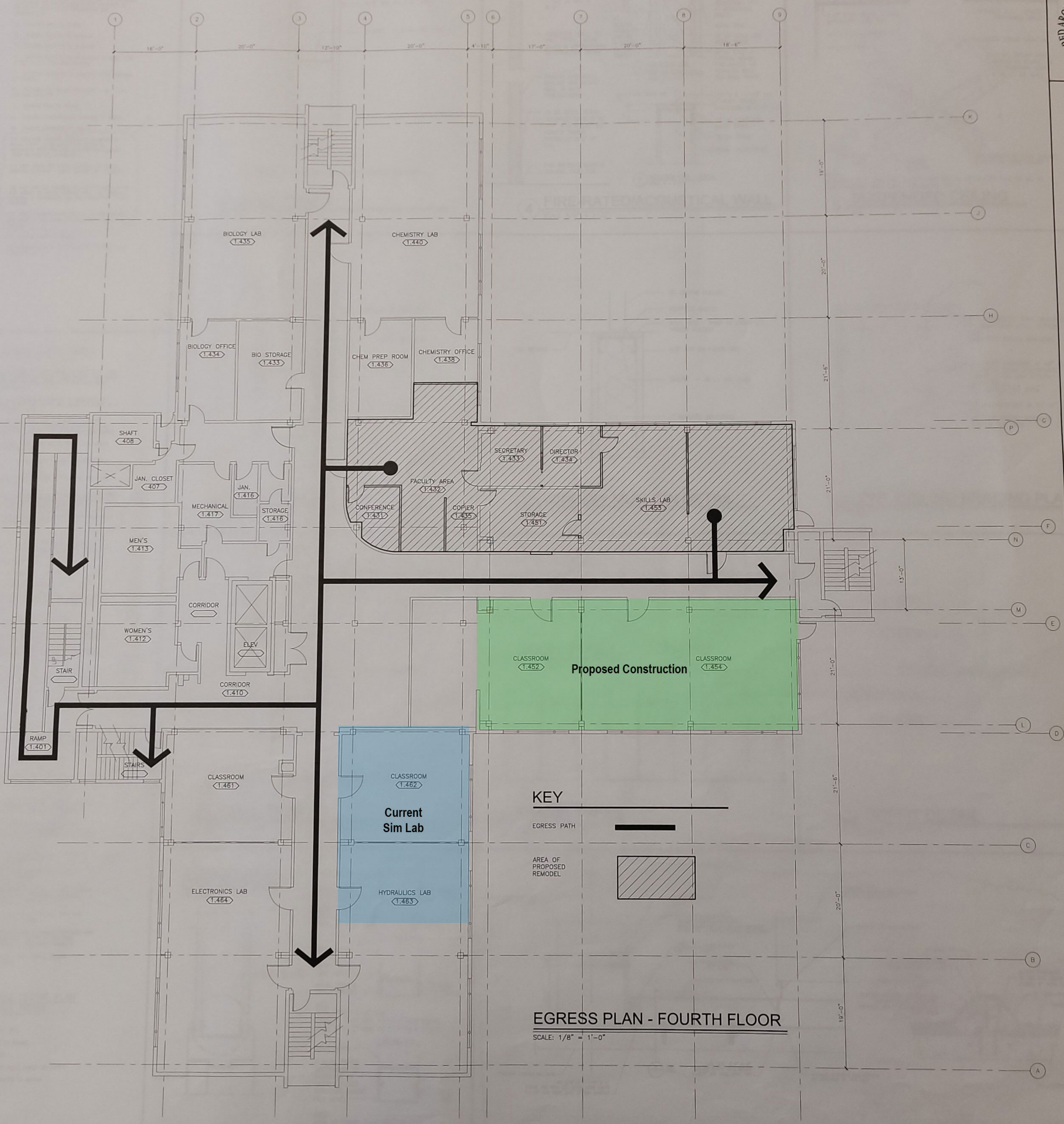
Date

ATTACHMENT J
ADDITIONAL PROJECT INFORMATION

ATTACHMENT I
ADDITIONAL DOCUMENTATION

Drawings

- A0.2 "Building Data/Code Summary CGCC Nursing Remodel - Building One Permit/Bid Set"
- Proposed Construction, Bldg 1, 4th Floor, new site for anticipated project area.



KEY

EGRESS PATH ———

AREA OF PROPOSED REMODEL [Hatched Box]

EGRESS PLAN - FOURTH FLOOR
 SCALE: 1/8" = 1'-0"

Proposed Construction, Bldg 1, 4th Floor, new site.

