

**NOTICE OF REQUEST FOR PROPOSALS FOR
PROJECT MANAGEMENT SERVICES**

**This is a
REQUEST FOR PROPOSAL
by
UMATILLA SCHOOL DISTRICT**

**FOR PROJECT MANAGEMENT SERVICES
IN RELATION TO THE 2016 BOND ISSUE**

The Umatilla School District invites sealed written proposals for project management services to be provided for the work to be undertaken in connection with the District's 2016 Bond Issue. Services to be provided include but are not limited to acting as the District's representative by overseeing the renovation and repair of existing buildings and related projects. The estimated construction cost for the projects to be completed in connection with the 2016 Bond Issue is approximately \$11,668,750.

Prospective proposers may obtain a copy of the RFP, including the terms and conditions of the Agreement to provide the requested services, by visiting the District's web-page (www.umatilla.k12.or.us/announcements).

One original and five hard copies of the Proposal and supporting documentation as described in this RFP must be delivered to Heidi Sipe, at the Umatilla School District, 1001 6th Street, Umatilla, OR 97882 no later than 3:00 p.m., Pacific Standard Time, on February 24, 2017. Proposers shall also provide one courtesy copy of the Proposal in PDF format on a USB storage or similar flash storage device. All packages and envelopes must be marked clearly with the note: "RFP—Project Management Services, 3:00 p.m., February 24, 2017."

NO ORAL, TELEPHONIC, ELECTRONIC, OR FACSIMILE PROPOSALS WILL BE ACCEPTED.

Please direct any questions regarding this RFP in writing only to Heidi Sipe, Superintendent, at the Umatilla School District, 1001 6th Street, Umatilla, OR 97882.

Proposers should request clarification or additional information concerning this RFP in writing as soon as possible, but in no event will such requests be received by the District later than 3:00 p.m., Pacific Standard Time, on February 14, 2017. All questions will be answered by written addenda only, which will be posted on the District's web-page (www.umatilla.k12.or.us/announcements).

**TERMS AND CONDITIONS OF THE UMATILLA SCHOOL DISTRICT’S REQUEST
FOR PROPOSALS FOR
PROJECT MANAGEMENT SERVICES**

I. GENERAL INFORMATION

A. INTRODUCTION

By way of this Request for Proposals (“RFP”), the Umatilla School District (“District”) is requesting proposals (“Proposals”) from qualified consultants (“Proposers”) to provide contract services for project management-related consulting work (“Services”) associated with the design, regulatory compliance, permitting and construction of the work related to the District’s 2016 Bond Project, which is set out in Appendix A (the “Project”). The Project consists of safety, security, and facility repairs, renovations and additions to the District’s three schools: McNary Heights Elementary School (“MHES”), Clara Brownell Middle School (“CBMS”), and Umatilla High School (“UHS”). Services to be provided include but are not limited to acting as the District’s representative by overseeing the renovation and repair of existing buildings and related projects. The Project’s estimated construction cost is approximately \$11,668,750. The District projects that the total estimated fee for the Consultant’s services will not exceed \$450,000. Construction is estimated to begin in July of 2017 and be completed in March of 2019. The Services described in this RFP will be performed beginning in March 2017 and ending after construction is completed.

This RFP is intended to provide Proposers with the opportunity to present their qualifications and approach clearly and succinctly, while providing the District with comparable information from each Proposer.

B. PROPOSED SCHEDULE

RFP Release:	January 18, 2017
Deadline for Requests for Clarification/Protests:	February 14, 2017 (3:00 p.m. PST)
Proposals Due:	February 24, 2017 (3:00 p.m. PST)
Interviews (if any):	March 1-2, 2017
Notice of Intent to Award:	March 3, 2017
District Board of Education Contract Approval:	March 14, 2017

The District may, in its sole discretion, revise these dates. This proposed schedule is intended to allow prospective Proposers sufficient time for requests for information, objections to the requirements of this RFP, and preparation of Proposals. Prospective Proposers who believe that the schedule is unreasonable should notify the District immediately. If the District receives a substantial number of adverse comments, the District will consider extending the schedule of events by issuing an addendum.

C. MANDATORY PRE-PROPOSAL CONFERENCE

There will not be any pre-proposal conference held in connection with this RFP.

D. REQUESTS FOR CLARIFICATION OF RFP

Proposers are cautioned not to make any assumptions as to the implied meaning or intent of any part of this RFP. Proposers should request clarification or additional information concerning this RFP in writing as soon as possible, but in no event will such requests be received by the District later than the time and date specified in the Proposed Schedule, as modified by the District. Questions regarding this RFP should be addressed to Heidi Sipe, 1001 6th Street, Umatilla, OR 97882.

ANY CORRECTIONS OR CLARIFICATIONS MADE IN ANY MANNER OTHER THAN BY A WRITTEN ADDENDUM ADDRESSED TO ALL PROPOSERS AND POSTED ON THE DISTRICT'S WEBSITE (WWW.UMATILLA.K12.OR.US/ANNOUNCEMENTS) WILL NOT BE BINDING ON THE DISTRICT, AND PROPOSERS SHALL NOT RELY THEREON.

E. AMENDMENT OF RFP BY ADDENDA ONLY

If any part of this RFP is amended, addenda will be published on the District's website (www.umatilla.k12.or.us/announcements). Addenda may be downloaded from the District's website. Proposers should frequently check the District's website up to the date and time when Proposals are due, i.e., at least once weekly until the week the Proposals are due and at least once daily the week the Proposals are due. Each Proposer shall provide written acknowledgement of its receipt of all issued Addenda with its Proposal using the form attached as Appendix E.

G. ACCEPTANCE OF CONDITIONS AND CONTRACTUAL REQUIREMENTS

By submitting a Proposal, a Proposer expressly represents that the Proposer has read and understands the terms and conditions contained in this RFP, and that the Proposer agrees to be bound by such terms and conditions, including any and all changes to such terms and conditions contained in all written addenda.

A Proposer further represents that it takes no exception to any terms, conditions, obligations, or requirements of the form of Agreement Between Owner and Project Manager ("Contract") attached hereto as Appendix B. Dependent upon the District's approval of the project manager selection, the District and Project Manager will finalize the Contract, and the Project Manager shall furnish Certificates of Insurance meeting the District specifications. The District's insurance specifications are set out in Attachment C to the Contract.

The District may in its sole discretion negotiate any terms, conditions, obligations, or requirements of the Contract or of the form of Contract, but only to the extent the negotiated terms and conditions do not materially conflict with the applicable terms, conditions, obligations, or requirements of the form of Contract.

H. DURATION OF PROPOSALS

Any Proposal submitted shall be irrevocable and open for acceptance until the later of either: (1) the date when the District Board of Education formally approves a Contract for provision of the Services; or (2) the District cancels this RFP. A Notice of Intent to Award the Contract to any Proposer shall not constitute a rejection of any other Proposal.

H. WITHDRAWAL OR MODIFICATION OF PROPOSALS

The District takes the proposal process seriously, and it is its intent to solicit Proposals that are accurate and that each Proposer intends to honor. Proposers are expected to submit Proposals that are accurate, complete, and responsive to the requirements set forth in this RFP. If after submitting a Proposal, the Proposer finds changes are necessary, the Proposer may change or withdraw their Proposal by delivering a written request to the District at any time prior to the time set for opening Proposals. The request shall be executed by a duly authorized representative of the withdrawing Proposer. However, after the opening, a Proposal MAY NOT be withdrawn, changed, or altered in any way. If accepted, a Proposal is considered non-cancellable and the Proposer will be expected to honor a binding contract. If for any reason the Proposer does not perform, the District can be expected to take whatever action it believes appropriate, including, but not limited to, the disqualification of that Proposer from future public contracts.

I. PUBLIC RECORDS

This RFP, including all addenda, and one copy of each Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by the District and made part of a file or record. Pursuant to ORS 279C.107, that file or record will not be disclosed and will not be made a part of the public record until after the District and the successful Proposer have executed the Contract. Said files including the evaluation report will then be available for public review. Furthermore, the District will open Proposals so as to avoid disclosing the contents of Proposals to competing Proposers during the negotiation process provided for in Section V.4.

If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information shall be marked with the following caption:

“This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Sheets identified as containing trade secret information shall not contain non-trade secret material. A violation of this requirement shall result in the entire sheet being subject to public disclosure. The District shall have no liability for the disclosure of trade secret material and especially so when the material is not properly marked or separated from non-trade secret material.

J. PROTESTING CONTENTS OF RFP

Any prospective Proposer who contends that the terms and conditions of this RFP, including but not limited to the Contract, or any aspect of the selection process: (1) will encourage favoritism in the award of the Contract; (2) will substantially diminish competition; (3) will violate any other statute, regulation (including, but not limited to, OAR Chapter 137), policy, or law of any kind; and/or (4) is ambiguous, insufficient, or unfair for any reason, must file a written protest to this RFP consistent with the procedures provided for in OAR 137-047-0730, as modified in this RFP. Protests must set forth the basis of the protest or request for clarification along with any proposed changes to the RFP provisions, specifications, or Contract terms. Any protest that does not meet these requirements will not be considered. Protests must be received by the District no later than the time and date specified in the Proposed Schedule, as modified by the District. Protests must be submitted to Heidi Sipe, 1001 6th Street, Umatilla, OR 97882. Failure to file a protest by the above-noted deadline time will be deemed a waiver of any claim by a Proposer that the selection process violates any of the items (1)-(4) of the foregoing sentence.

The District will issue a written disposition of each such protest no less than three (3) business days before Proposals are due. If the District upholds the protest, in whole or in part, the District may, in its sole discretion, issue an addendum reflecting its disposition or take other appropriate action.

K. RESERVATION OF RIGHTS

The District reserves the right, in its sole discretion:

1. to amend this RFP as it may deem necessary or desirable prior to the Proposal opening;
2. to extend the deadline for submitting Proposals;
3. to determine whether a Proposal does or does not substantially comply with the requirements of this RFP;
4. to waive any minor irregularity, informality, or nonconformance with this RFP;
5. to obtain information from or provide information to other public agencies, upon request, regarding the Proposer's performance;
6. to consider the competency and responsibility of Proposers and of their proposed sub-consultants in making the award;
7. to determine which, if any, Proposers will be interviewed;
8. to seek clarifications regarding any Proposer's Proposal or request additional information necessary to evaluate, rank, and select a Proposer;
9. to determine whether a Proposer should be permitted to submit supplemental information;
10. to determine whether the Evaluation Committee should reconvene and collectively review the scoring, making changes as the Evaluation Committee deems appropriate;
11. to determine whether to negotiate with any Proposer or multiple Proposers in any manner necessary to serve the best interests of the District;
12. at any time prior to the Contract execution (including after announcement of the apparent awardee):

- (a) to reject any Proposal that fails to substantially comply with all prescribed RFP requirements and procedures; and/or
 - (b) to reject all Proposals received and cancel this RFP upon a finding by the District that there is good cause therefore and that such cancellation would be in the best interests of the District;
13. to hold meetings, exchange correspondence, and obtain data from any source or party, including a Proposer, to seek an improved understanding and evaluation of the Proposals;
 14. to negotiate the terms and conditions of the Contract, including but not limited to the statement of and schedule for performance of the services and contract price, in order to meet the District's expectations and in the best interest of the District;
 15. to make the award based on the District's best judgment as to which Proposal best meets the District's expectations of a program of the highest quality and innovation;
 16. in the event any Proposer or Proposers to whom the contract is awarded shall default in executing said formal contract or in furnishing satisfactory insurance coverage within the time and in the manner hereinafter specified, to re-award the contract to another Proposer or Proposers;
 17. to cancel the contract upon written notice at any time the District, in its sole judgment, determines that the provider is not meeting the needs of the District; and
 18. to make any and all amendments to the Contract within the scope of the Services solicited in this RFP.

ALL PROPOSERS WHO SUBMIT A RESPONSE TO THIS RFP UNDERSTAND AND AGREE THAT THE DISTRICT IS NOT OBLIGATED TO AWARD A CONTRACT TO ANY PROPOSER. THE DISTRICT HAS NO FINANCIAL OBLIGATION TO ANY PROPOSER. IN ADDITION, EACH PROPOSER UNDERSTANDS AND AGREES THAT THE DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, EXPENSES, AND COSTS INCURRED IN SUBMITTING A PROPOSAL IN RESPONSE TO THIS RFP, ATTENDING ANY INTERVIEWS, AND NEGOTIATING A CONTRACT. EACH PROPOSER WHO SUBMITS A PROPOSAL IN RESPONSE TO THIS RFP DOES SO SOLELY AT THE PROPOSER'S OWN COST AND EXPENSE.

II. SCOPE OF WORK

A. OVERVIEW OF SERVICES REQUIRED

1. Scope of the Services. The Scope of Services is set out in Attachment A to the Contract.

III. PROPOSAL SPECIFICATIONS

A. PROPOSAL SPECIFICATIONS

1. Formatting Requirements. The following items explain the format requirements for Proposal preparation and submission. The District reserves the right to eliminate from consideration any Proposal received that does not follow this format.

- a. Proposals must be printed, computer generated, or typewritten on 8.5” x 11” paper, using both sides of the paper. All pages must be numbered. Margins must be at least 1/2” on all sides. Font size can be no smaller than 12-point type. Any pages failing to comply with these requirements will be counted as two pages for purposes of the page limit specified below.
- b. The submitted proposal shall include, but not be limited to, a divided and tabbed response to each of the items listed in Section IV, Part A. This required format will provide the Proposers the best opportunity to compile their Proposal in a format that will be most easily understood and reviewed by the Evaluation Committee.
- c. Proposals must be limited to 10 pages. One side of a double-sided page counts as one page for purposes of this 10-page limit. The Proposer’s cover letter, the front and back covers, section dividers, table of contents (if included), all forms requested by this RFP, and detailed resumes are exempt from the 10-page limit.

2. Other Requirements.

- a. Proposals must be submitted in the name of the legal entity registered with the State of Oregon, Corporations Division, to do business in the State of Oregon or an independent contractor.
- b. Proposals must include a title page that lists the Proposer’s contact information.
- c. The original Proposal must bear an original signature signed in ink and dated by the Proposer or a representative legally authorized by the Proposer, further defined as follows:
 - i. In the case of an individual Proposer, by such individual Proposer.
 - ii. In the case of a partnership or limited liability partnership, the name of the partnership or limited liability partnership must appear on such Proposal and it shall be signed in the name of such partnership or limited liability partnership by at least one partner. In addition to such signature, the names of all partners shall be stated in the Proposal.
 - iii. In the case of a limited liability company, the name of the limited liability company must appear on such Proposal and it shall be signed in the name of such limited liability company by at least one member or manager. In addition to such signature, names of all members (and at least one manager, if applicable) shall be stated in the Proposal.
 - iv. In the case of a corporation, the corporate name must appear on such Proposal and it shall be signed by the president or other authorized officer, and there shall be set forth under the signature of such officer the name of the office he or she holds or the capacity in which he or she acts for such corporation.

“E-signed” Proposals may be rejected for failure to comply with this provision. The signature must clearly indicate the Proposer’s intent to be bound by the terms and conditions specified in this RFP and its Proposal.

3. Means of Submission. One original and five hard copies of the Proposal must be submitted in sealed packages or envelopes to Heidi Sipe, at the Umatilla School District, 1001 6th Street, Umatilla, OR 97882. All packages and envelopes must be marked clearly with the note: “RFP—Project Management Services, 3:00 p.m., February 24, 2017.” Proposers shall also provide one courtesy copy of the Proposal in PDF format on a USB storage or similar flash storage device.

NO ORAL, TELEPHONIC, ELECTRONIC, OR FACSIMILE PROPOSALS WILL BE ACCEPTED.

4. Deadline for Submission of Proposals. Proposals must be received by the time and date specified in the Proposed Schedule, as modified by the District. Late Proposals or modifications will not be accepted.
5. Prohibition of Alterations. Proposals that are incomplete, or that contain any erasures, alterations, or that contain irregularities of any kind, or that are not in conformity with the law may be rejected by the District in its sole discretion or receive a lower rating in the evaluation process. A Proposer may not make its Proposal conditional or contingent upon the District’s acceptance of any terms and conditions other than those contained in this RFP.

IV. PROPOSAL CONTENTS AND EVALUATION PROCESS

A. PROPOSAL CONTENTS

In addition to the specifications listed above, Proposals for the Services must include the following:

1. Certifications and Acknowledgements
 - a. Proposals must include a certification by the Proposer of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4) (see Appendix C).
 - b. Proposals must include a statement as to whether the Proposer is a resident proposer as defined in ORS 279A.120 (see Appendix D).
 - c. Proposals must include written acknowledgement of Proposer’s receipt of all issued addenda, unless the District otherwise specifies in the addenda (see Appendix E).
2. Description of Qualifications

Each Proposal must contain a narrative description that conveys, at a minimum, the following information:

- a. Firm's Background (if Proposer is a joint venture, provide this information for each of the firms involved)
 - i. Provide your firm's name, address, phone and fax numbers.
 - ii. Provide the name of the contact person submitting the Proposal.
 - iii. Briefly describe the history of your firm.
 - iv. Describe your firm's corporate mission and vision.
 - v. Provide evidence of your Professional Liability Insurance Policy (e.g., a Certificate of Insurance), including a description of annual per claim and aggregate limits and any claims history in the last 5 years.
 - vi. Provide the names and addresses of any of your firm's clients or any other persons or entities who have made claims against your firm within the last five years alleging that your firm breached a contract for services, was negligent in performance of services, or otherwise caused harm or damage to the claimant. Describe the nature and current status of the claims. Claims should be fully disclosed regardless of whether they involved litigation, arbitration or other formal or informal dispute resolution process. The disclosures required under this provision also apply to any claims arising out of services of any principal or officer of your firm or any member of the project team regardless of whether the person was associated with your firm at the time of the claim.
 - vii. Indicate whether your firm or any personnel have been involved in any litigation, arbitration or mediation, either as defendant or plaintiff, over the five years immediately preceding the closing date of the RFP. If your firm or any personnel has been involved in any such litigation, arbitration or mediation, provide a general description of the cause or nature and status of each case or claim, and the identity of the client.
 - viii. Indicate whether your firm has ever been terminated from a project. If so, include the name(s) and address(es) of the client(s) and the nature of the termination.
- b. Project Team and Staffing
 - i. Clearly describe your organizational approach to providing the Services.
 - ii. Describe current work load and priority of providing the Services as it relates to overall work load.
 - iii. Provide a brief resume of key personnel to be assigned to provide the Services.
 - iv. Describe responsibilities of personnel assigned to provide the Services.
 - v. State whether your firm is capable of performing all Services described in this RFP and other Services recommended in the Proposal. If your firm intends to subcontract any of the Services to other consultants, the Proposal shall identify those consultants and describe the consultants' experience in providing the type of Services covered by this RFP

- vi. If your firm has multiple locations, please identify the offices in which the various components will originate.

c. Related Experience

- i. Please describe your previous experience on similar projects. Provide your firm's history of providing similar Services on time and within budget. Specifically identify projects of similar scope and scale, including project budget and change order utilization. Supplement each example with a short statement describing the unique challenges or characteristics that played a major role in the development of the solution.
- ii. Describe your firm's role in developing the budget, scope and schedule for each example and your firm's performance in achieving the budget, scope and schedule requirements for each.
- iii. Provide a listing of all of your firm's lost or discontinued accounts in the State of Oregon within the last five years.
- iv. Describe your firm's previous experience administering and implementing Energy Trust of Oregon programs and projects. Specifically identify projects involving your firm's administration and implementation of Energy Trust of Oregon programs and projects.
- v. Describe your firm's experience leveraging rebate and incentive programs to supplement existing project funding. Specifically identify projects involving your firm's experience leveraging rebate and incentive programs to supplement existing project funding.

d. Overall Project Approach

- i. Describe your firm's knowledge and understanding of the Services and your overall approach to provide the Services. Discuss communication methods and techniques for interaction with the owners such as the District and other team members. Outline the elements of service delivery, including deliverables, which you philosophically embrace as being crucial to achieving a successful outcome for owners such as the District.
- ii. Describe your firm's quality control approach to each phase of the process.
- iii. Provide information about the unique qualities of your firm's approach to service delivery that differentiates your firm from your competition.
- iv. Describe your firm's experience with project estimating and the process that would be used to provide Services of this scope.
- v. If your firm believes there are additional services not identified in this RFP that are necessary for successful completion of the Project, your firm's Proposal should include a description of the additional services recommended by your firm, describe how the additional services would benefit the District, describe your firm's ability to provide the additional services, and propose a cost for providing the additional services.

e. Approach to Schedule and Budget

- i. In addition to the examples discussed previously, describe your firm's process for achieving budget and schedule adherence and your success rate for achieving such on projects in the last three years.
- ii. Provide a duration-based preliminary schedule depicting major activities and milestones for each project element included in the Services and identifying any constraints that could affect your firm's ability to perform the Services promptly and efficiently.

f. Availability to and Familiarity with the District Locale

- i. Describe your firm's experience with project management services that are unique to the Project location, including but not limited to; soil conditions, climate, and weather-related considerations and how you will use that experience to benefit this project.
- ii. Provide information regarding your firm's knowledge of the local area and the unique aspects of the region and community that will influence your process.
- iii. Discuss any previous experience your firm has providing architectural and related services in Eastern Oregon and how that experience will influence your approach to this project.

g. References

- i. Provide a listing of all school districts, if any, and entities in the state of Oregon for whom your firm currently provides project management services. This listing must include a contact name and phone number.
- ii. Provide contact information for each any other project appropriate for use as a reference.

h. Cost of Services

- i. Specify an estimated not-to-exceed amount for the Services. The proposal should include your firm's standard fee schedule for the Services. State the multiples of direct personnel expense, direct salaries, Consultants' charges and reimbursable expenses.

3. Proposers must clearly indicate within their Proposal any exceptions or recommended adjustments to the requested time frames or to the statement of services.

B. EVALUATION

1. Opening of Proposals. Proposals received in response to this RFP will be opened by the District at the District Administration Office, 1001 6th Street, Umatilla, OR 97882, at the time and date specified in the Proposed Schedule, as modified by the District. Proposers who wish to be present at that time will be informed of the number and names of Proposers. No other information will be made available at that time.
2. Evaluation Process. Each Proposal will be subjectively evaluated by an Evaluation Committee appointed by the District. The Evaluation Committee will score the Proposal

based on its assessment of the requested Proposal contents. The Evaluation Committee will also review the Proposal contents to determine whether Proposer(s) are responsible, using the standards set forth in ORS 279B.110 and OAR 137-047-0640(1)(c)(F). Those Proposals submitted that do not meet mandatory requirements outlined in the Instructions to Proposers and Specifications may, in the District's sole discretion, be rejected or receive a lower rating in the evaluation process. A Proposal submitted by a Proposer determined to be not Responsible shall be rejected.

The District may request supplemental information from a Proposer concerning the Proposer's ability to perform the Services. If a Proposer fails to provide supplemental information promptly after receiving a written request from the District, the District may, in its sole discretion, refuse to consider the Proposer's proposal.

The role of the committee shall include a complete review of all Proposals submitted and may include conferring with references provided by the Proposer(s). It may also involve interviews with selected Proposer(s) to review and discuss their Proposals and the Services. The District Board of Education will make the final decision about which firm will be awarded the Contract.

In the event the District receives two or more Proposals that are identical in terms of fitness, availability, and quality, preference will be given to Proposers residing in Oregon in accordance with ORS 279A.120. In the event that this does not resolve the tie among Proposers, the Evaluation Committee may reconvene and review the scoring, making changes as the Evaluation Committee deems appropriate until a candidate is selected.

3. Scoring System. Proposals will be evaluated using the categories and scoring indicated below. The final score will be calculated by computing an average of the total Evaluation Committee' scores.
 - a. Background (10 Points)
 - b. Project Team & Staffing (10 Points)
 - c. Related Experience (15 Points)
 - d. Overall Project Approach (10 Points)
 - e. Approach to Schedule and Budget (15 Points)
 - f. Availability to and Familiarity with the District Locale (25 Points)
 - g. References (5 Points)
 - h. Cost of Services (10 Points)
4. Interviews. Proposers may receive a scheduling request for an interview that may be conducted as scheduled by the District. The District retains sole discretion to determine which Proposers, if any, will be interviewed and the number of interviews, if any, to be conducted. Interviews, if conducted, will not be scored; however, the Evaluation Committee may reconvene and re-evaluate any interviewed Proposers and adjust the ranking of the Proposals as warranted. There is no guarantee of an interview for any one Proposer or all Proposers.
5. Investigation of References. The District reserves the right to investigate the references and past performance of any Proposer with respect to its successful completion of similar projects, compliance with contractual obligations and specifications, and lawful payments

of suppliers, contractors, and workers. The District may postpone the award or execution of the Contract after the announcement of the apparent successful Proposer in order to complete the investigation.

6. Applicable Preferences. In its evaluation of Proposals, the District will apply preferences for: Oregon goods and services, as required by ORS 279A.120; the use of recycled materials, as required by ORS 279A.125; and the performance within the state of public printing, binding, and stationery work, as required by ORS 282.210.
7. Price. The District retains the right to negotiate price and terms with top-ranked Proposers. Any unspecified costs shall be borne by the Proposer.
8. No Communications with Evaluation Committee. Evaluation Committee members may not be contacted or solicited by any firm or individual submitting Proposals, with the exception of the communications expressly authorized in this RFP for purposes of seeking clarification or submitting a protest.

V. SELECTION AND PROTEST OF AWARD

1. Selection of Award. Based on the Evaluation Committee's scoring, a recommendation regarding the award of the Agreement will be made to the Umatilla School District Board of Education ("Board of Education"). The final decision regarding award of the contract will be made by the Board of Education. The Agreement will be awarded to the Proposer who submitted the proposal that the District determines to be the most advantageous to the District based on the evaluation process and the evaluation factors described in this RFP.
2. Notification of Non-Acceptance. All Proposers not initially selected will be notified of the District's decision by receiving a copy of the Notice of Intent to Award sent to the selected Proposer. After the District and the successful Proposer have executed the Contract, any Proposer may review the evaluation documentation, except for information that the District determines to be exempt from disclosure under ORS 192.501 or 192.502.
3. Protest of Award. If there are disagreements with the outcome or questions regarding the selection process, adversely-affected or aggrieved Proposers must submit protests in writing to Heidi Sipe, 1001 6th Street, Umatilla, OR 97882. Such protests must be received by the District no later than three calendar days after the Notice of Intent to Award has been issued.

Protest procedures are set forth in OAR 137-047-0740 and this RFP. Such protests shall specify the grounds for the protest to be considered by the District. To be an adversely-affected or aggrieved Proposer, the Proposer must demonstrate that but for the District's (a) error in failing to reject a non-responsive higher-ranked Proposal, (b) substantial violation of a provision in the RFP or applicable procurement statute or administrative rule, or (c) error in evaluating and scoring the protesting party's Proposal, the protesting party would have been awarded the Contract. No protest of the

award of the Contract shall be considered if submitted after the deadline established for submitting such protest. At the request of the protester, a hearing will be conducted before the District staff within seven calendar days after submission of the written protest. The District will either uphold or deny the protest, and a written response will be issued for all properly submitted protests. All such rulings shall be final. If the protest is denied, the District will proceed to award the Contract.

During the resolution of the protest, the District has the right and ability to continue negotiations with the selected Proposer, though contract execution may be delayed until resolution of the protest. If the protest is not resolved at the time when the contract is ready to be executed, the Superintendent may authorize the execution of interim 30-day letter agreements for a limited scope of the services with the selected Proposer. The District will not consider a protest of award submitted after the protest submission deadline.

4. Negotiation and Final Award. Final award will be subject to execution of the Contract. Negotiation of the Contract may, at the District's discretion and to the fullest extent permitted by law, include any aspect of the Proposal, this RFP, or the Contract. The District reserves the right to negotiate a final Contract that is in the best interest of the District. Award of the Contract may be withdrawn if the Contract negotiations are not concluded in time to execute a Contract by 60 days after Closing Date.

If the District and the Proposer initially selected are unable to negotiate a Contract, the District reserves the right to select another Proposer and negotiate a Contract with that Proposer.

Attachments:

List of Bond Projects (Appendix A)

Form of the Project Management Services Agreement (Appendix B)

Certificate of Nondiscrimination (Appendix C)

Proposer Residency Statement (Appendix D)

Acknowledgement of Addenda (Appendix E)

Appendix A

LIST OF BOND PROJECTS

2016 CONSTRUCTION BOND PROJECTS

Project	Location	Cost
Roof replacements	MHES	\$950,000
	CBMS	\$580,000
	UHS	\$700,000
Entry and office remodeling to improve building security	MHES	\$200,000
	CBMS	\$150,000
	UHS	\$200,000
Plumbing, electrical, HVAC, window, flooring and bleacher replacement	CBMS	\$5,950,000
Cafeteria/multi-purpose and learning space addition	MHES	\$2,378,750
HVAC DDC controls at MHES and UHS	MHES	\$250,000
	UHS	\$210,000
Cooling tower replacement	UHS	\$100,000
Total		\$11,668,750

Appendix B

Form of Project Management Services Agreement

AGREEMENT FOR CONSULTANT SERVICES

2016 BOND PROJECT

This Agreement is entered into by and between the Umatilla School District (“Owner”) and _____ (“Consultant”), effective on _____, 2017.

1. BASIC SERVICES. The Consultant shall perform for the benefit of the Owner for the 2016 Bond Project (“Project”) those certain Basic Services described in Attachment A attached hereto and incorporated herein by this reference. Basic Services shall be performed pursuant to the terms and conditions set out in Attachment A and this Agreement. Within the general scope of this Agreement, the Owner shall have the right to add to, delete from or modify the Basic Services set out in Attachment A; provided that the Consultant shall not be required to perform without its consent any services related to Hazardous Materials as defined in Attachment A except as set out in Attachment A. Any services required to be performed by the Consultant beyond those set out in Attachment A shall be considered Additional Services in accordance with Article 2.

2. ADDITIONAL SERVICES. The Consultant shall perform Additional Services within the general scope of this Agreement upon written direction or authorization from the Owner. No such Additional Services shall be performed without such prior written direction or authorization from the Owner. Compensation for such Additional Services shall be based on the Additional Services performed and the Reimbursable Expenses incurred in conjunction with such Additional Services, pursuant to Attachment B, unless otherwise mutually agreed.

3. PERIOD OF PERFORMANCE.

3.1 The Consultant shall begin performance upon award of the Contract and continue performing services under this Agreement until the Owner makes its last final payment to the Owner’s general contractor, architect, separate consultant or separate contractor on the Project, as applicable, unless this Agreement is earlier terminated pursuant to Article 13. The period during which the Consultant is obligated to perform Basic Services and Additional Services under this Agreement is hereinafter referred to as the “Period of Performance.”

3.2 The Owner and Consultant acknowledge and agree that while the schedule for the design, permitting and construction of the Project has yet to be finalized, construction of the Project will begin in approximately July 2017 and end in approximately March of 2019. A preliminary schedule is attached as Attachment E. The Consultant shall assist and advise the Owner regarding adjustments to the schedule during the course of the Project.

4. PERSONNEL. _____ shall personally perform all Basic Services and Additional Services under this Agreement on behalf of the Consultant (other than secretarial and bookkeeping services) throughout the Period of Performance unless the Owner expressly approves otherwise and then only to the extent the Owner expressly approves otherwise. The Owner shall have the right to approve any individuals proposed to perform any of the Consultant's services hereunder, and upon request of the Owner any such individuals shall be replaced either by _____ personally or by another individual acceptable to the Owner.

5. CONSULTANTS

5.1 The Consultant shall not employ consultants to perform services or incur Reimbursable Expenses under this Agreement without the prior written approval of the Owner. The Consultant shall terminate or replace any such consultant as to which the Owner has given notice of a reasonable objection.

5.2 The Consultant shall be responsible for all acts and omissions of its consultants at all tiers, if any, and those of their respective employees and agents.

5.3 All consultants of the Consultant, if any, shall perform their services or incur their Reimbursable Expenses pursuant to a written contract. Each such written contract shall (i) require the consultant, to the extent of its performance on the Project, to be bound to the Consultant by the terms of this Agreement and to assume toward the Consultant all of the obligations and responsibilities which the Consultant under this Agreement assumes toward the Owner, (ii) provide that the Owner is a third-party beneficiary of the contract, (iii) provide for the contract's termination for the Owner's convenience consistent with Section 13.1 and (iv) bind the consultant to the dispute resolution provisions referenced in Article 18.

6. COMPENSATION. The Compensation to be paid by the Owner to the Consultant shall consist of (a) compensation for Basic Services performed and Reimbursable Expenses incurred on the Project as set out in Attachment B attached hereto and incorporated herein by this reference and (b) compensation for Additional Services performed and Reimbursable Expenses in conjunction with such Additional Services pursuant to Article 2 as set out in Attachment B. Consultant's compensation for the Services shall not exceed \$_____.

6.1 Payments of the Compensation shall be made based upon the Consultant's monthly invoices for Basic Services and Additional Services performed and Reimbursable Expenses incurred, together with such documentation as the Owner may reasonably require, demonstrating the Consultant's right to payment.

6.2 Payments under this Article shall be due and payable within thirty (30) days after the Owner's receipt of the Consultant's monthly invoice. Payments due to the Consultant which are unpaid thirty (30) days after the Owner's receipt of the Consultant's invoice shall bear interest at the legal rate.

6.3 No deductions shall be made from the Compensation on account of any claim of Owner against, or of any liquidated damages, retainage or other sums claimed or withheld by the Owner from payments to, contractors, design professionals or others, except to the extent the Consultant is responsible for such claim or withholding.

6.4 In the event the amount of an invoice submitted by the Consultant is not paid within sixty (60) days after the Owner's receipt of the invoice, the Consultant after giving the Owner ten (10) days' written notice may, without breaching this Agreement, suspend further performance under this Agreement until the invoice is paid in full. A decision by the Consultant not to suspend performance under this Section shall not be construed as a waiver of its right subsequently to suspend performance (a) in the event the non-payment condition continues or (b) in the event of a future non-payment condition.

6.5 The Compensation does not include local, state or federal sales, use, gross receipts, excise, personal property or other similar taxes or duties with respect to Basic Services, Additional Services or Reimbursable Expenses.

7. OWNER'S RESPONSIBILITIES. The Owner shall provide full information to the Consultant regarding the requirements for the Project.

7.1 The Owner shall furnish directly or contract for all design professional services, surveys, soil borings, materials tests and other such reports and all legal, accounting and insurance counseling services as may be necessary for the Project.

7.2 The Owner shall furnish directly or contract for all construction necessary for the Project, including labor, supervision, materials and equipment.

8. INDEMNITY.

8.1 Consultant shall indemnify, defend and hold the Owner, its employees, officers, directors and affiliates harmless from any suit, action, award, penalty, liability, claim, loss, cost, expense or damage, including but not limited to attorneys' fees and expert witness' fees, arising out of or resulting from performance of services under this Agreement, whether or not any such suit, action, award, penalty, liability, claim, loss, cost, expense or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, whether directly incurred or resulting from third party claims, but only to the extent such suit, action, award, penalty, liability, claim, loss, cost, expense or damage arises from (1) the negligence or willful misconduct of Consultant, its employees, officers or directors or anyone for whose acts they may be liable or (2) the failure of such person or entities to perform in accordance with the Contract. The Consultant's obligation under this Section shall apply regardless of whether or not such suit, action, award, penalty, liability, claim, damage, loss or expense is caused in part by

a party indemnified hereunder. The Consultant's obligation under this Section shall include damage to Owner's own property and the Project itself.

8.2 Without limiting the survivability of any other provision of this Agreement, the rights and obligations of the parties as set out in this Article 8 will survive expiration, breach or termination of this Agreement.

9. DELAYS. The Consultant and the Owner shall not be liable to each other for any delays in the performance of their obligations and responsibilities under this Agreement occurring beyond their reasonable control or without their fault or negligence, including but not limited to any of the following events or occurrences: fire, strike or lockout, insurrection, terrorist attack, war, flood, unusual weather, earthquake or other Act of God. In the event of any such a delay, the Period of Performance shall be extended by a period of time corresponding with the period for which the Services were so delayed and the Consultant shall be entitled to an equitable adjustment in its Compensation.

10. INSURANCE. The Consultant shall procure and maintain the insurance described in Attachment C attached hereto and incorporated herein.

11. STANDARD OF CARE. The Consultant shall perform Basic Services and Additional Services under this Agreement with due care in accordance with generally accepted standards of project management practices in eastern Oregon for similar projects in similar circumstances, and in accordance with the laws and regulations which are applicable to the performance of the Consultant's services under this Agreement. Notwithstanding the foregoing, the Consultant shall not be regarded as a guarantor with respect to any aspect of the design or construction of the Project.

11.1 To the extent Consultant will be performing any services requiring a contractor's license or any other license or registration required by law, Consultant warrants that it has such a license or registration or agrees to obtain such a license or registration before performing the Services under this Agreement.

12. ASSIGNMENT AND DELEGATION.

12.1 The Owner may assign any rights or obligations under this Agreement. The Owner shall provide timely written notice to the Consultant of any such assignment.

12.2 The Consultant may not assign any rights or obligations under this Agreement without the express prior written consent of the Owner, except that the Consultant may assign its account receivables under this Agreement in the normal course. The Consultant shall provide timely advance written notice to the Owner of any such authorized assignment.

13. TERMINATION

13.1 The Owner, without prior notice and without cause, may terminate this Agreement in whole or in part at any time by giving the Consultant written notice of the termination. In the event of such termination for the convenience of the Owner, the Owner shall pay the Consultant for all amounts due for terminated services performed and related Reimbursable Expenses incurred as of the effective date of the termination plus the Consultant’s expenses reasonably incurred to wind down its terminated services, as set out in the Consultant’s invoices and supporting documentation as reasonably required by the Owner. Under no circumstances shall Consultant be entitled to compensation, including but not limited to overhead and profit, for services not performed.

13.2 Nothing in Section 13.1 shall negate, abridge or reduce the rights of either the Consultant or the Owner to terminate this Agreement in whole or in part for cause as otherwise expressly provided for in this Agreement or pursuant to applicable law.

14. INDEPENDENT CONTRACTOR. The Owner and Consultant acknowledge and agree that the Consultant is an independent contractor and employing unit and shall be responsible for payment of all employment-related taxes and contributions and filing all reports and documents required by applicable employment-related law. In no event shall any employee of the Consultant be deemed to be an employee of the Owner, nor shall the Owner in any event be deemed to be responsible for the act or omission of any such employee.

15. EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between the Owner and Consultant with respect to the Project and supersedes all prior and contemporaneous communications, representations, promises, understandings and agreements, both oral and written. This Agreement shall be amended only by a writing signed by both parties.

16. THIRD PARTIES. This agreement is not intended to create nor shall it be construed as creating any contractual relationship or obligation between Consultant and any third party, including but not limited to any design professional or contractor under direct or indirect contract with the Owner; and nothing contained in this Agreement and no performance of the parties hereunder shall inure to the benefit of any third party.

/

/

/

/

/

/

/

/

/

17. NOTICE. Notices hereunder shall be in writing and shall be deemed properly given when delivered in person, or by commercial messenger or courier, or by telecopy, as follows:

.1 if to Consultant:

Attn: _____

Telephone No.: _____
Fax No.: _____

.2 if to the Owner:

Umatilla School District
Attn: _____

Telephone No.: _____
Fax No.: _____

or to such other addressee, address or telecopy number as either party shall designate to the other in the manner provided herein for the giving of notice.

18. DISPUTE RESOLUTION. The Owner and Consultant agree to be bound by the dispute resolution provisions set out in Attachment D attached hereto and incorporated herein, including but not limited to those relating to consolidated mediation and consolidated arbitration.

19. SEVERABILITY. Should any provision of this Agreement be in conflict with any law, rule, regulation, ruling or order, or be unenforceable or inoperative for any reason, then the remaining provisions nevertheless shall remain in full force and effect and the arbitrator(s) or court shall give the offending provision the fullest meaning and effect allowed by law.

20. CHOICE OF LAW. The Agreement shall be governed by the law of the State of Oregon.

/
/
/
/
/
/
/

21. PUBLIC CONTRACT PROVISIONS. The Public Contracting Code and the Attorney General’s Model Public Contracting Rules contain certain requirements for public contracts, including but not limited to certain required contract provisions. The required contract provisions are attached as Attachment F, and Owner and Consultant agree to comply with all requirements of ORS chapters 279A, 279B and 279C; the Attorney General’s Model Public Contracting Rules; and other Oregon laws whether or not such provisions are included in Attachment E and whether or not such provision are excised in Attachment E

OWNER:

CONSULTANT:

UMATILLA SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A

BASIC SERVICES

Basic Services as referenced in the Agreement shall mean those services described as such in this Attachment A.

1. Services of “Owner’s Project Manager” Under Design and Construction Contracts.

In addition to those services expressly enumerated in Paragraph 2 of this Attachment A, Basic Services shall include the performance of those roles, responsibilities and obligations of the “Owner’s Project Manager” as that term is defined in the Owner’s contracts for the design and construction of the Project. The Owner shall provide to the Consultant a copy of the draft or execution version of each such contract for the Consultant’s review and comment. If upon review of such contract the Consultant believes that the contract requires it to perform roles, responsibilities or obligations on the Project beyond those intended by the parties in executing the Agreement, the Consultant shall give written notice of such belief to the Owner. The Consultant’s notice shall be given no later than ten (10) business days after the Consultant’s receipt of the design or construction contract. Failure of the Consultant to give such notice within the ten-day period shall mean that the Consultant waives any rights to object to the contract and is bound by its terms and conditions. If the Consultant timely gives notice of its belief that the contract requires it to perform roles, responsibilities or obligations beyond those intended by the parties in executing the Agreement, then the Owner and Consultant shall jointly and in good faith review the matter and attempt to resolve it either by modifying the terms of the contract in question, by modifying the terms of the Agreement or by other means.

2. Enumerated Services. In addition to the services referenced in Paragraph 1 of this Attachment A, Basic Services also shall include without limitation the following enumerated services:

2.1 Pre-Construction Services

2.1.1 The Consultant shall provide design and construction contract administration during the pre-construction phases of the Project. In this role, the Consultant generally shall monitor and coordinate the progress of verification of the scopes of the Work; preparation of design documents through the various phases of design; value engineering, constructability review and cost estimating; scheduling; identification and ordering of any long-lead materials; planning for permitting; planning for site utilization, storage of materials and avoidance of property damage both on and off the Project sites; planning for communications with neighboring property owners or occupants; safety planning; identification of needed specialty subcontractors, consultants or separate contractors; review of the possible use of design/build delivery of certain components of the Work, and the preparation by others of performance or output specifications for such design/build Work; and other aspects of the pre-construction phase of the Project.

2.1.2 The Consultant shall serve as the Owner’s liaison to the Architect and other parties involved in the design of the Project, and shall communicate with the Owner on a weekly basis regarding the progress of the Project, the extent of adherence to the Project schedule and budget, and any Project issues of significance. On an as-needed basis, the Consultant shall convene, chair and prepare, distribute and correct minutes of meetings with the Owner, Architect and other parties involved in the design.

2.1.3 The Consultant shall advise and assist the Owner in identifying and soliciting bids or proposals from potential prime contractors, consultants and specialty contractors. The Consultant also shall assist the Owner in evaluating bids or proposals and preparing and negotiating contracts.

2.1.4 The Consultant shall track Project costs and administer the categorizing of such costs on the Project according to the Project budget and any guidelines established by the Owner. The Consultant shall review and certify to the Owner amounts due to be paid to the Architect and specialty consultants and contractors, and shall advise and assist the Owner regarding payment issues that arise.

2.1.5 The Consultant shall maintain a complete set of all design documents and shall assist in the issuance and distribution of draft and final versions of such documents including but not limited to the final Drawings and Specifications and any Addenda.

2.1.6 The Consultant shall advise the Owner on an as-needed basis regarding the effectiveness, efficiency and performance of the Architect and the Owner’s separate consultants and contractors, and their respective consultants, subcontractors, and suppliers at all tiers, and shall advise and assist the Owner regarding analysis and resolution of any effectiveness, efficiency or performance issues.

2.1.7 The Consultant shall advise the Owner on an as-needed basis regarding evaluation and processing of claims or requests for additional compensation or time to perform from the Architect and the Owner’s separate consultants or contractors.

2.1.8 The Consultant otherwise shall advise and assist the Owner in addressing any design, permitting, budget, schedule, bidding, contracting, regulatory or other issues that arise during the pre-construction process.

2.2 Construction Services

2.2.1 The Consultant shall provide design and construction contract administration during construction and periodic construction observation, in collaboration with the Architect. In this role, the Consultant generally shall monitor and coordinate the progress of the Project design and construction team and act as an additional set of “eyes and ears” for the Owner. The Consultant shall convene and chair construction meetings as reasonably needed or reasonably requested by the Owner involving all Project team members; keep, distribute and

correct the minutes of such meetings; address issues and expedite development and implementation of solutions as they arise during the construction phase; and coordinate the collaboration of the Project team to achieve the Owner's objectives and serve the Owner's interests.

2.2.2 The Consultant shall coordinate the scheduling and performance of separate contractors of the Owner as required, including but not limited to contracts for (i) testing and inspection services, (ii) identification and remediation of Hazardous Materials (as defined in Paragraph 4 of this Attachment A), (iii) commissioning of mechanical and other building systems (as applicable) and (iv) procurement and installation of furniture, appliances, computers, data cables and accessories, security system, telephones, and landscaping and irrigation equipment (as applicable).

2.2.3 If and as needed, the Consultant shall act as interface and an information source with owners and occupants of neighboring properties, so as to maintain and enhance relationships.

2.2.4 The Consultant shall monitor the administration of and keep a complete file of all Project documents for the Construction Phase including without limitation Applications for Payment from the Contractor, Architect, and separate contractors and consultants, Requests for Information (RFI's), Design Clarification/Verification Requests (DCVRs), Requests for Proposals (RFP's), Changes in Condition, and changes in the Work through Change Orders, Change Directives and orders for minor changes in the Work. As part of its administrative responsibilities, the Consultant shall prepare and submit to the Owner, on a biweekly basis or as otherwise reasonably requested by the Owner, status reports that address the status of the Work, the extent of adherence to the Project schedule and budget, and any Project issues of significance. The Consultant shall maintain all documentation and existing evidence regarding change issues including but not limited to cost, delay, acceleration and other schedule impacts.

2.2.5 The Consultant shall advise and provide administrative assistance to the Owner regarding changes desired, needed or proposed in the Work, as well as proposed substitutions, and shall assist in identifying alternative and more cost-effective approaches to addressing change-related and substitution-related issues. The Consultant shall advise and provide administrative assistance to the Owner regarding additional compensation and time requested due to changes in the Work and substitutions.

2.2.6 The Consultant shall advise and provide administrative assistance to the Owner regarding requests for special testing or inspection, geotechnical or other design professional or consulting services to be provided by the Owner. The Consultant shall advise and provide administrative assistance to the Owner in reviewing and making any decisions required regarding Shop Drawings, Product Data and Samples. The Consultant also shall advise and provide administrative assistance to the Owner in reviewing defects and nonconformities in the Work and in determining whether such Work should be specially inspected, tested or rejected.

2.2.7 The Consultant shall track Project costs and administer the categorizing of such costs on the Project according to the applicable schedule of values and any guidelines established by the Owner. The Consultant shall review Applications for Payment and supporting documentation, and shall advise the Owner and the party applying for payment when additional documentation is needed or required prior to payment. The Consultant shall certify to the Owner amounts due to be paid to the Architect, Contractor and specialty consultants and contractors, and shall advise and provide administrative assistance to the Owner regarding payment issues that arise. The Consultant shall maintain complete books and financial records regarding the Project.

2.2.8 The Consultant shall monitor closely the construction cost and schedule of the Project. The Consultant's goals shall be to (i) achieve completion of the Project on budget and on schedule and (ii) keep the Owner apprised of significant variances from the Project budget and schedule so that avoidable surprises to the Owner are avoided or minimized.

2.2.9 The Consultant shall advise the Owner on an as-needed basis regarding the effectiveness, efficiency and performance of the Architect, Contractor, the Owner's separate consultants and contractors, and their respective consultants, subcontractors, and suppliers at all tiers, and shall advise and assist the Owner regarding analysis and resolution of any effectiveness, efficiency or performance issues.

2.2.10 The Consultant shall advise the Owner on an as-needed basis regarding evaluation and processing of claims or requests for additional compensation or time to perform from the Architect, Contractor and the Owner's separate consultants or contractors.

2.2.11 The Consultant otherwise shall advise and assist the Owner in addressing any construction, permitting, budget, change, schedule, delay, acceleration, unforeseen site condition, weather, regulatory or other issues that arise during the construction process.

2.3 Project Close-Out Services

2.3.1 The Consultant shall oversee, monitor and expedite the preparation and completion of punch lists with respect to the achievement of both Substantial Completion and Final Completion of the Work, and shall assist and advise the Owner regarding the determination of Substantial Completion and Final Completion of the Work.

2.3.2 The Consultant shall secure and forward to the Owner all operations and maintenance manuals, handbooks, warranties, keys, affidavits, waivers and releases, and as-built drawings, if and as applicable.

2.3.3 The Consultant shall coordinate equipment user and maintenance personnel training, if and as applicable.

2.3.4 The Consultant shall prepare and submit to the Owner a final report.

3. Permitting and Public Agency Issues. The Consultant and Owner acknowledge and agree that the building permit and related construction permits for the Project will be obtained by the Architect or Contractor, as applicable, and that the Architect or Contractor will obtain additional permits as may be required unless by law they must be obtained by the Owner or third parties. The Consultant shall request on behalf of the Owner written confirmation from the Architect, Contractor and other involved parties, as applicable, that to their knowledge all special permits for specialty Work have been secured as required by law. The Consultant shall monitor and keep the Owner informed of the status of permit procurement and any permitting issues as they arise, and will assist the Owner with any permitting obligations it may have. The Consultant also shall assist in addressing City, County and other public agency issues as they may arise during the construction and Project close-out processes.

4. Hazardous Materials

4.1 Upon the discovery of materials that the Consultant or the Owner, Architect, Contractor or other person or entity knows or believes to be Hazardous Materials at the Project site that are not in controlled use or rendered harmless, the Consultant shall immediately (i) cease its activities in the affected area of the Project site, (ii) notify the Contractor and Architect and then the Owner, by direct communication at the Project site if feasible or otherwise by telephone, telecopy or email, and (iii) confirm the discovery by written notice to the Owner, Architect and Contractor.

4.2 Upon the discovery of materials that the Consultant or the Owner, Architect, Contractor or other person or entity knows or believes to be Hazardous Materials at the Project site that are not in controlled use or rendered harmless, the Consultant shall advise and provide administrative assistance to the Owner with the performance of the Owner's obligations under the Contract for Construction relating to (i) obtaining the services of a licensed laboratory to verify the hazardous nature of the materials discovered, (ii) obtaining the services of a remediation consultant or contractor, (iii) directing the Contractor to resume the Work and the Architect to resume its services in the affected area after the materials have been remediated or determined to not be hazardous, (iv) developing compliance with protocols prepared by others for addressing subsequently-discovered Hazardous Materials or for performing the Work in circumstances in which discovery of Hazardous Materials during the course of the Work is continuous or intermittent, (v) closing out the services of the involved laboratory and remediation consultant or contractor and (vi) addressing any resulting claims by the Contractor, Architect or separate consultant or contractor for additional compensation or time to perform.

4.3 As used in the Agreement and this Attachment A, the term Hazardous Materials shall include fungus or spores (mold), asbestos, asbestos containing materials and products, polychlorinated biphenyl (PCB), smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, contaminants, pollutants and other hazardous or toxic substances as all such terms are defined in applicable statutes, rules and regulations. As used in Paragraph 4, the phrase "at the Project site" shall mean and include the dispersal, discharge, escape, release or saturation of Hazardous Materials, whether or not sudden, in or into the atmosphere at the Project site or on, onto, upon,

in or into the surface or subsurface of one or more of the following at the Project site: (i) soil, (ii) water or watercourses, (iv) objects or (v) any tangible matter.

4.4 Except as set out in Paragraphs 4.2, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of Hazardous Materials in any form at the Project site or anywhere else.

ATTACHMENT B

BASIS OF COMPENSATION

The compensation paid to the Consultant by the Owner shall be comprised of compensation for Basic Services and Additional Services performed and payment for Reimbursable Expenses incurred.

1. Compensation for Services Performed. Subject to the not-to-exceed amounts set forth in Article 6 of the Agreement, compensation for both Basic Services and authorized Additional Services performed shall be determined by the number of hours of services performed in the interest of the Project by personnel of the Consultant or of its consultants multiplied by the hourly billing rate for such personnel. The Consultant personnel assigned to the Project shall be billed at the following hourly billing rates during the Period of Performance:

- .1 _____: \$ ____
- .2 _____: \$ ____
- .3 _____: \$ ____

Rates for other personnel of the Consultant or of its consultants' personnel, if any, shall be as approved by the Owner in writing in advance. Hourly rates utilized for consultants' personnel shall be applied without markup by the Consultant.

2. Reimbursable Expenses. Reimbursable Expenses shall be based on the Consultant's actual costs incurred in the interest of the Project. Reimbursable Expenses shall be limited to the following unless approved otherwise by the Owner in writing in advance:

- .1 Telecommunications.
- .2 Reproduction, handling, postage, and shipping of documents and materials.
- .3 On-site office expenses including telephones, utilities, furniture, equipment and supplies.
- .4 Mileage.

ATTACHMENT C

INSURANCE

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

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

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

1.3 Commercial General Liability Insurance, applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products and Completed Operations, Broad Form Property Damage (including Completed Operations), and coverage for explosion, collapse and underground hazards, with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate applicable specifically to the Project, \$1,000,000 personal and advertising injury and \$1,000,000 Products and Completed Operations.

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

1.5 Professional Liability Insurance, applicable to all acts and omissions of Consultant and its consultants at all tiers, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

1.6 Excess/Umbrella Liability Insurance, at least as broad as all liability policies described above, with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate.

2. Deductibles. The Consultant shall pay all deductibles on all policies required by Paragraph 1.

3. Waivers of Subrogation Re Liability Insurance. The Workers' Compensation and Employer's Liability policies shall be subject to a waiver of subrogation in favor of Owner and

its members, partners, officers, directors, agents and employees, and the successors in interest of the foregoing.

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

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

6. Duration of Coverages. The insurance coverages required by Paragraphs 1.1 through 1.6 shall be written on an occurrence basis, except the Professional Liability Insurance. The Professional Liability policy shall provide for a retroactive date of placement prior to or coinciding with the commencement of the performance of the project management services under the Agreement. All other policies shall be in effect as of the date of commencement of the Consultant’s services under the Agreement. All policies shall be maintained and remain in effect until one (1) year after final payment to the Owner’s prime contractor on the Project and thereafter when the Consultant is assisting or advising the Owner regarding the correction of defective or nonconforming Work; provided that the Products and Completed Operations policy and the Professional Liability policy shall remain in effect until three (3) years after final payment to the Owner’s prime contractor on the Project. The Consultant shall notify the Owner of any claims against the Professional Liability policy, in which event the Owner shall have the right to require the Consultant at its expense to obtain additional Professional Liability Insurance in order to restore the required coverage available for the Project.

7. Proof of Insurance. The Consultant shall file with Owner, upon execution of the Agreement, certificates of insurance acceptable to the Owner as well as copies of all insurance policies, with all riders and endorsements, all separate exclusions, conditions and waivers, and all

other amendatory documents attached, evidencing the insurance required by this Attachment C. These certificates and policies shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days' written notice has been given to the Owner. If any of the required coverages are to renew during the period when such coverage is to remain in effect, or are required to remain in force after final payment to the Owner's prime contractor on the Project, an additional certificate evidencing continuation of such coverage shall be submitted upon renewal or with the Consultant's final invoice.

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

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

ATTACHMENT D DISPUTE RESOLUTION

1. In the event the Consultant or the Owner has a claim against the other arising out of or related to the Agreement, the party asserting the claim shall send a written notice of claim to the other party. A single notice shall suffice in the event of a continuing claim. The notice of claim shall be accompanied by such documentation and other information regarding the claim as is then available to the claimant; the claimant thereafter shall timely augment such documentation and information as it becomes available.
2. The Owner and Consultant shall commence all claims and causes of action, whether in contract, strict liability, indemnity, intentional tort or other tort, breach of contract, breach of implied or express warranty, or any other legal or equitable theory, against the other arising out of or related to this Agreement in accordance with the requirements of the final dispute resolution method selected in this Agreement within the applicable period of limitations. For all claims by Owner against Consultant, the applicable period of limitations shall not commence to run and any alleged cause of action shall not be deemed to have accrued, whether such claims or actions involve contract, strict liability, indemnity, intentional tort or other tort, breach of contract, breach of implied or express warranty, or any other legal or equitable theory, unless and until the party making the claim is fully aware of all three of the following: (a) the identity of the party(ies) responsible; (b) the magnitude of the damage or the injury; and (c) the cause(s) of the damage or injury. The discovery rule provided in this Paragraph 2 applies in lieu of any other applicable statute or related case law.
3. Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement. In the event that Owner and Consultant participate in mediation, the parties shall share the mediator's fee and any filing fees equally. Written and executed agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties cannot agree on selection of a mediator, either party may apply to the local state court and the appointed judge shall select the mediator.
4. If the parties do not participate in mediation or cannot resolve a dispute through mediation, the method of binding dispute resolution shall, pursuant to Paragraph 5, be either (i) arbitration or (ii) court litigation.
5. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be decided before a single arbitrator by binding arbitration. The demand for arbitration shall be filed in writing with the other party to this Agreement. The parties shall mutually select the arbitrator and the rules applicable to the arbitration process. If the parties cannot agree on the choice of an arbitrator and/or the applicable rules, the parties shall apply to the local state court to appoint the arbitrator and select the rules. The arbitrator is specifically empowered to award attorneys' fees, expert witnesses' fees and litigation costs to the extent

allowed by contract or applicable laws. The arbitration may include, by consolidation or joinder or in any other manner, any additional persons or entities if (1) such persons or entities are materially involved in a common issue of law or fact in dispute and (2) such persons or entities are either contractually bound to arbitrate or otherwise consent to arbitration. If another involved person or entity will not consent to arbitration, Owner, in Owner's sole discretion, has the option to elect consolidated litigation in court by a bench trial to resolve the dispute. Each party waives its right to jury trial. However, if another involved party will not consent to a bench trial, Owner, in its sole discretion, has the option to elect a consolidated jury trial. It is understood that the purpose of this Paragraph 5 is to allow Owner to determine the best means of achieving a reasonably consolidated proceeding (not necessarily a totally consolidated proceeding) that will minimize duplicative processes and minimize the risk of inconsistent results, in the following order of preference: (i) a consolidated arbitration of significant parties, if possible; (ii) alternatively, a consolidated bench trial of significant parties, if possible; or (iii) alternatively, and as a last resort, a consolidated jury trial of significant parties.

A demand for arbitration shall not 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 limitations period. For period 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. For all claims by Owner against Consultant, the applicable period of limitations is stated in Paragraph 2.

6. The foregoing agreement to arbitrate, as well as the agreement to consolidated arbitration set out in Paragraph 5, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
7. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
8. Any mediation, arbitration or trial court suit or action arising out of or relating to this Agreement or the Consultant's services on the Project shall be commenced and conducted in Umatilla County, Oregon.
9. Pending final resolution of a claim, dispute or other matter in question governed by this Attachment D, including but not limited to resolution through mediation or arbitration, unless agreed otherwise in writing the Consultant shall continue to perform diligently its services required by this Agreement and the Owner shall continue to make in a timely manner its payments to the Consultant required by this Agreement.
10. Should any arbitration, suit or action be commenced in connection with any claim, dispute, controversy or other matter in question arising out of or related to the Agreement or the breach thereof, or Consultant's services under the Agreement or the Project, to obtain a construction of or enforce any provision of the Agreement, to rescind the Agreement, or to

enforce or collect any award obtained during arbitration or any judgment or decree of any court arising out of or related to the Agreement, the prevailing party shall be entitled to recover its attorneys' and expert witnesses' fees and related costs, disbursements and expenses incurred prior to and during the arbitration or trial, on review for appeal, on appeal, upon request for reconsideration and upon reconsideration, as the arbitrator(s) or court may adjudge reasonable. The Consultant and Owner intend that the arbitrator(s) or court, as applicable, shall determine which party is the prevailing party for purposes of this Paragraph even if the award, judgment or other decision is a "compromise" result. The Consultant and Owner intend that the arbitrator(s) or court shall determine the prevailing party under the circumstance referenced in the prior sentence by determining which party accomplished the most of what it was seeking to accomplish at the commencement of the proceeding, trial or appeal.

ATTACHMENT E

[Preliminary Schedule]

ATTACHMENT F

PROVISIONS FROM THE PUBLIC CONTRACTING CODE AND PUBLIC CONTRACTING RULES

1. GENERAL

1.1 **INCORPORATION OF ALL CONTRACT PROVISIONS.** The Contract hereby incorporates all contract provisions that are required to be incorporated into contracts with public entities pursuant to (a) the Public Contracting Code (ORS Chapters 279A, 279B and 279C), (b) the Attorney General Model Public Contracting Rules (which are referred to in this Exhibit as the “Rules”) or (c) other applicable law. The provisions incorporated into the Contract under the preceding sentence include, without limitation, any provisions or amendments to provisions that become required after the Contract is executed.

1.2 **DISCLAIMER REGARDING ANY UNLISTED CONTRACT PROVISIONS.** The provisions listed in this Exhibit are not necessarily an exhaustive list of provisions that are required under the Public Contracting Code, the Rules or other applicable law, and the fact that this Exhibit does not list a provision that is required by the Public Contracting Code, the Rules or other applicable law will not (i) prevent or otherwise diminish the incorporation of that unlisted provision into the Contract or (ii) negate or otherwise diminish Contractor’s obligation to comply with applicable laws.

2. PAYMENT.

2.1 **PROMPT PAYMENT.** Contractor shall promptly pay all of its obligations arising out of or in connection with the Work, including, but not limited to, payments (1) to all persons, as due, supplying to Contractor labor, equipment, services or material for the performance of the Work, (2) of all contributions or amounts due the Industrial Accident Fund from Contractor or the Subcontractors incurred in the performance of the Work, and (3) to the Department of Revenue of all sums withheld from employees under ORS 316.167.

2.2 **CONTRACTOR’S OBLIGATIONS TO FIRST-TIER SUBCONTRACTOR.** Contractor shall pay each first-tier Subcontractor for satisfactory performance under its subcontract within 10 days out of amounts the Owner pays to the Contractor under the Contract. Contractor shall provide a first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor. Contractor shall use the same form and regular administrative procedures for processing payments during the entire term of the Subcontract. Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor

notifies the Subcontractor in writing at least 45 days before the date on which the Contractor makes the change and includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

2.3 **PROMPT PAYMENT POLICY.** It is the policy of the State of Oregon that all payments due on a public improvement contract and owed by a contracting agency shall be paid promptly. No public contracting agency is exempt from the provisions of ORS 279C.570.

2.4 **CONTRACTOR'S FAILURE TO MAKE PROMPT PAYMENT.** If the Contractor has failed, neglected or refused to pay promptly a person's claim for labor, equipment, services or materials that the person provides to the Contractor or a Subcontractor in connection with the Project as such claim becomes due, the Owner may pay such claim to the person that provides the labor, equipment, services or materials and charge the amount of the payment against funds due or to become due the Contractor under the Contract. Owner reserves the right to make payments directly or by multiple-payee check and Contractor hereby consents to such direct and multiple-payee check payments. Upon Owner's request, Contractor shall furnish to Owner the information required to facilitate such payments with each application for payment, including (1) names, addresses, and telephone numbers of persons making any such claim for labor, equipment, services or material, and (2) a complete listing of outstanding amounts owed to all such persons.

2.5 **CONTRACTOR'S AND FIRST-TIER SUBCONTRACTOR'S FAILURE TO MAKE PAYMENT AFTER PAYMENT FROM OWNER; INTEREST PENALTY.** If the Contractor or a first-tier Subcontractor fails, neglects or refuses to pay a person that provides labor, equipment, services or materials in connection the Contract within thirty (30) days after receiving payment from the Owner or the Contractor, the Contractor or first-tier Subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period that payment is due under ORS 279C.580(4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

2.6 **CONSTRUCTION CONTRACTORS BOARD COMPLAINT.** If the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person that provides labor, equipment, services or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

2.7 **CONTINUING LIABILITY OF CONTRACTOR AND SURETY.** Payment by the Owner of a claim in the manner authorized in this Section 2 does not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

3. PUBLIC WORKS PROJECT.

3.1 PREVAILING RATE OF WAGE. The Project is a public works project subject to the prevailing wage rate requirements in ORS 279C.800 to 279C.870. Contractor and the Subcontractors shall comply with ORS 279C.840. Workers in each trade or occupation required for the Work of the Project shall not be paid less than the minimum hourly rate of wage for such workers as detailed in the Specifications for the Contract.

3.2 PUBLIC WORKS BOND. Before starting the Work, Contractor and every Subcontractor shall file with the Construction Contractors Board a public works bond in accordance with ORS 279C.836, unless the Contractor or Subcontractor has elected not to file a public works bond under ORS 279C.836(7) or (8) or is exempt under ORS 279C.836(4) or (9). Before permitting a Subcontractor to start the Work, Contractor shall verify that the Subcontractor has filed a public works bond as required by ORS 279C.836, has elected not to file a public works bond under ORS 279C.836(7) or (8) or is exempt under ORS 279C.836(4) or (9). Contractor shall also ensure that each subcontract entered into by a Subcontractor for the Project shall include a clause obligating each Subcontractor to comply with the requirements of this Section 3.2, such that all subcontracts at all tiers include a requirement to comply with this Section 3.2.

4. COMPLIANCE WITH LAWS/TAX LAWS. Contractor shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, rules, orders and rulings as well as all applicable construction industry standards, including without limitation those governing labor, materials, equipment, construction procedures, safety, health, sanitation and the environment. Contractor agrees to indemnify, hold harmless, reimburse, and defend Owner from and against any penalties or liabilities arising out of violations of such obligations by Contractor or its Subcontractors at any tier. Contractor must also comply with all Oregon tax laws and shall submit a certification of such compliance in accordance with ORS 305.385(6).

5. CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS.

5.1 EMPLOYEE DRUG TESTING PROGRAM. Contractor shall certify to Owner that Contractor has initiated, and shall maintain through the completion of the Work of the Project, an employee drug testing program.

5.2 WORK DAY/WORK WEEK. No person shall be required or permitted to labor more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity or emergency or when the public policy absolutely requires it, in which event, the person so employed for excessive hours shall receive at least time and a half pay for (1) all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or (2) all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (3) all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

5.3 NOTICE OF REQUIRED WORK HOURS. The Contractor and each Subcontractor must give notice to its employees in writing, either at the time of hire or before commencement of Work, or by posting a notice in a location frequented by its employees, of the number of hours per day and days per week that the employees may be required to work.

5.4 CLAIMS FOR OVERTIME. Any worker employed by the Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Contractor within 90 days from the completion of the Contract, provided the Contractor has: (1) caused a circular clearly printed in boldfaced 12-point type and containing a copy of this Section 5.4 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 any or all workers employed on the Work; and (2) maintained such circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

5.5 WORKERS' COMPENSATION. All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

5.6 PROMPT PAYMENT FOR MEDICAL SERVICES. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

5.7 PROMPT PAYMENT BY CONTRACTOR AND SUBCONTRACTORS; INTEREST PENALTY. Contractor shall include in each subcontract entered into by the Contractor a clause obligating the Contractor (1) to make payment to the Subcontractor for satisfactory performance within ten (10) days out of such amounts as are paid to the Contractor by the Owner under the Contract, and (2) if payment is not made within 30 days after receipt of payment from the Owner, to pay the Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract as required by the preceding clause, (1) above. The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS 279C.515(2). Contractor shall also include in each subcontract entered into by the Contractor a provision requiring each first-tier Subcontractor to include a payment clause and an interest penalty clause conforming to the standards of this Section 5.7 in each of its subcontracts and to require each of the first-

tier Subcontractor's lower-tier Subcontractors to include such clauses in their subcontracts with each lower-tier Subcontractor.

5.8 LICENSING WITH CONSTRUCTION CONTRACTORS BOARD AND LANDSCAPE CONTRACTORS BOARD. Before commencing the Work, Contractor shall ensure that the Subcontractors are duly registered with the Oregon State Construction Contractors Board (and the State Landscape Contractors Board, if applicable), and that no Subcontractor has been declared ineligible to work on a public contract.

6. MATERIAL SALVAGE. To the extent the scope of the Work for the Contract requires demolition, Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective.

7. COMPOSTING. To the extent the scope of the Work for the Contract requires lawn and landscape maintenance, the Contractor must compost or mulch yard waste material at an approved site, if feasible and cost-effective.

8. RECYCLED MATERIALS. The Contractor, in performance of the Work, shall give preference to the procurement of goods manufactured from recycled materials.

9. ENVIRONMENTAL AND NATURAL RESOURCES LAWS. Pursuant to ORS 279C.525, the following is a list of Federal, State, and Local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract. The following list may not include all such agencies that have enacted ordinances, rules or regulations relating to the environmental pollution and preservation of natural resources.

Federal Agencies:

Agriculture, Dept. of
Forest Service
Natural Resource Conservation Service
Defense, Dept. of
Army Corps of Engineers
Coast Guard
Environmental Protection Agency
Interior, Dept. of
U.S. Fish and Wildlife Service
Bureau of Land Management
Bureau of Indian Affairs
Bureau of Reclamation
Labor, Dept. of
Occupational Safety and Health Administration
Transportation, Dept. of

Federal Highway Administration

State Agencies:

Agriculture, Dept. of
Consumer and Business Services Dept.
Oregon Occupational Safety and Health Division
Environmental Quality, Dept. of
Fish and Wildlife, Dept. of
Forestry, Dept. of
Geology and Mineral Industries, Dept. of
Human Services, Dept. of
Land Conservation and Development, Dept. of
Natural Resources, Dept. of
State Fire Marshall
State Lands, Dept. of
Water Resources Department

Local Agencies:

City Councils
Circuit Courts
County Commissioners, Boards of
Fire Districts
Planning Commissions

10. **RETAINAGE.** The withholding of retainage by the Contractor or Subcontractor shall be in accordance with ORS 279C.550 to ORS 279C.570.

11. **LIENS.** The Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

12. **NOTICE OF CLAIM ON BOND.** The notice of claim required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 180 days after the day the person last provided labor or furnished materials or 180 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the Contractor or Subcontractor at any place the Contractor or Subcontractor maintains an office or conducts business or at the residence of the Contractor or Subcontractor. If the claim is for a required contribution to a fund of any employee benefit plan, the notice required by ORS 279C.600 must be sent or delivered within 200 days after the employee last provided labor or materials. The notice shall be in writing substantially as follows:

To (here insert the name of the Contractor or Subcontractor and the name of the Owner):

Notice hereby is given that the undersigned (here insert the name of the claimant) has a claim for (here insert a brief description of the labor or materials performed or furnished and the person by whom performed or furnished; if the claim is for other than labor or materials, insert a brief description of the claim) in the sum of (here insert the amount) dollars against the (here insert public works bond or payment bond, as applicable) taken from (here insert the name of the principal and, if known, the surety or sureties upon the public works bond or payment bond) for the work of (here insert a brief description of the work concerning which the public works bond or payment bond was taken). Such material or labor was supplied to (here insert the name of the Contractor or Subcontractor).

_____ (here to be signed)

Appendix C

CERTIFICATION OF NONDISCRIMINATION

The undersigned Proposer is aware that, under ORS 279A.110, no Proposer who contracts with a public contracting agency may discriminate against minority, women, or emerging small business enterprises certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225, in the awarding of subcontracts. Accordingly, the undersigned Proposer hereby certifies as part of its Proposal submission that it has not and will not discriminate against any minority, women, or emerging small business enterprises or a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining any of the required subcontracts for this project.

Proposer's Name: _____

Signed by: _____

Its: _____

Dated: _____

Appendix D

PROPOSER RESIDENCY STATEMENT

Pursuant to ORS 279A.120, Oregon’s reciprocal Preference Law, public contracting agencies shall, for the purposes of determining the lowest responsible bidder/proposer and the awarding of a contract, add a percent increase on the bid of a non-resident bidder/proposer equal to the percent, if any, of the preference given to that bidder/proposer in the state in which the bidder/proposer resides.

As defined in ORS 279A.120, “Resident Bidder/proposer” means a bidder/proposer that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder/proposer is a “Resident Bidder/proposer”. A “non-resident Bidder/proposer” is a bidder/proposer who does not meet the definition of a “Resident Bidder/proposer” as stated above.

Bidder/proposer/Proposer ____ IS/ ____ IS NOT a “Resident Bidder/proposer” as set forth above.

2. If a Resident Bidder/proposer, enter your Oregon Business address below:

3. If a Non-resident Bidder/proposer, enter state of residency:

Bidder/proposer/Proposer hereby certifies that the information provided is true and accurate.

Signature: _____ Date: _____

Printed or Typed name: _____

Title: _____

Telephone: _____

Appendix E

**UMATILLA SCHOOL DISTRICT
Acknowledgement of Addenda**

I/we have received and reviewed the RFP and any Addenda issued by the District and this submission is our entire proposal. Addenda Received:

Addendum No. _____ Date Received _____

If no addendum received write "None" _____

Firm Name _____

Authorized Signature _____

Printed Name _____

Title _____

Date _____