



REQUEST FOR PROPOSAL FOR ARCHITECTURAL SERVICES

TO: Prospective Providers to the Jefferson County
School District 509J

SUBJECT: Request for Proposal for providing Architectural Services
for the Metolius Elementary School Improvements

ISSUE DATE: January 11, 2023

ISSUED BY: Jefferson County School District 509J

CONTACT FOR RFP: Mike Tiller at mike.tiller@tillersschoolhouse.com

PROPOSALS DUE: February 2, 2023, at 2:00 PM, PST

SECTION I - INSTRUCTIONS TO PROPOSERS

A. Announcement of Request for Proposals

The Jefferson County School District 509J will receive proposals through the secure link:

<https://colbisecurebids.com/o/509j/0111-22>

until 2:00 p.m., current local time, on February 2, 2023, for Architectural Services as described within this Request for Proposal dated January 11, 2023. Proposals submitted will remain confidential in nature until a Notice of Intent to Award has been issued to the successful proposer.

B. Format of Proposal

IMPORTANT NOTICE: 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 contain all terms and conditions that they feel are necessary. If after submitting a proposal, the proposer finds changes are necessary, the proposer may change or withdraw their proposal any time up to the time of the proposal opening. However, after the opening, the proposal MAY NOT be 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 may take whatever action is appropriate, including, but not limited to, the removal of that proposer’s name from future RFP lists.

A Request for Proposals process is allowed under Division 48 of the Oregon Attorney General’s Model Rules of Procedure for Public Contracting. This Request for Proposals allows proposers the opportunity to submit to the District the proposal or proposals that they feel will best serve the interests of the District.

Proposers shall upload one (1) original copy of their proposal and all attachments, to be labeled “original” and contain all required signatures. Proposals will be limited to 20 pages, not including the cover letter, dividers and pages (2) designated as EXHIBIT I. The name and address of the proposer and the title of the proposal that appears on the cover of this RFP shall be on the cover sheet of the proposal. All proposals shall be uploaded to the following link:

<https://colbisecurebids.com/o/509j/0111-22>

All proposals must be received by the addressee no later than the date and time specified herein. The District WILL NOT accept proposals delivered by either Proposer, Postal Department or any other means.

The proposal sheet of these specifications shall be signed in ink, as follows:

1. In the case of an individual proposer, by such individual proposer.
2. In the case of a partnership or limited liability company (“LLC”), the name of

the partnership or LLC must appear on such proposal and it shall be signed in the name of such partnership or LLC by at least one partner or LLC member or manager, as applicable. In addition to such signature, the names of all partners or members shall be stated in the proposal.

3. In the case of a corporation, the corporate name shall be subscribed by the president or other managing 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.

Facsimile transmissions of the proposal will not be accepted.

C. Prohibition of Alterations

Proposals that are incomplete or conditioned on the acceptance of additional terms by the District, 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.

D. Equal Employment Compliance Requirement

By submitting this proposal, the proposer certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal opportunities. All information and reports that are required by the Federal or Oregon Governments having responsibilities for the enforcement of such laws shall be supplied to the District upon request, for purposes of investigation to ascertain compliance with such acts, regulations and orders. The District is an Equal Opportunity Employer. Women and minority businesses are encouraged to apply for this contract. The selected proposer will make good faith efforts to encourage participation in the project by disadvantaged business enterprises ("DBE"), minority business enterprises ("MBE"), women business enterprises ("WBE") and emerging small business enterprises ("ESB").

E. Protest of RFP; Request for Change

Proposers may submit a written protest of anything contained in this RFP and may request a change to any provision, specification or contract term contained in this RFP, each in accordance with OAR 137-048-0240. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications or contract terms. The District may not consider any protest or request for change that is submitted after the submission deadline. Any protest must indicate in detail the reason(s) for the protest and/or suggested change in wording or specifications that would remedy the cause for protest. All protests must be received by the Project Manager at the following email address: mike.tiller@tillersschoolhouse.com by 5:00 p.m., seven days prior to the due date for proposals. All complaints received prior to this time will be reviewed and acknowledged.

Those protests/requests for change deemed by the Evaluation Committee to have merit will be given consideration and, where applicable, a change in specifications or a delay in the opening may be granted only by the release of a written addendum by the District to those of record holding specifications.

Those complaints not deemed by the Committee worthy of changing said

specifications or delaying said opening will be given consideration, and the individual or company will be notified as to the reason.

Should vendors feel that any specification limits competition, they are encouraged to follow through with their "Protest of Specifications" as outlined.

F. Pre-qualification of Proposers – Not Required. A mandatory pre-proposal meeting to discuss the project and the services required under this RFP will be held at the Jefferson County School District Administration Building, Conference Room at 2:00 p.m. on Thursday, January 26, 2023, at 445 SE Buff Street, Madras, Oregon.

G. Duration of Proposals

Said proposal is considered non-cancellable.

1. No proposer may withdraw their proposal after the hour set for the opening thereof or before award of the Contract, unless said award is delayed for a period exceeding ninety (90) days.
2. An award of the contract to any proposer shall not constitute a rejection of any other proposal.

H. Transfer or Assignment

Neither the contract awarded pursuant to this RFP, nor any interest therein, shall be transferred to any other party or parties, and in case of such transfer, the District may refuse to carry out this contract, either with the transferor or the transferee. All rights of action for any breach of this contract by a successful proposer are reserved to the District. No officer of said District, nor any person employed in its service, is, or shall be, permitted any share or part of this contract or any benefit which may arise here from. The successful proposer further agrees to make payment promptly as due, to all persons supplying labor or material for the implementation of the work provided for herein. The successful proposer shall not permit any liens or claims to be filed or prosecuted against the District for or on account of any labor or material furnished aforesaid.

I. Contract and Insurance Coverage

Dependent upon the District's approval of the architect selection, the District and Architect will finalize the Architectural Services Agreement, and the Architect shall furnish Certificates of Insurance meeting the District specifications. A copy of the proposed Agreement for Architectural Services is included in this RFP package, which includes insurance requirements.

J. Interpretation of Requirements

No officer or employee of the District has any authority to place any interpretation, either verbal or written, upon the provisions of this RFP. Any changes to the requirements of this RFP shall be by written addendum, issued by the District to those of record holding specifications.

K. Acceptance of Conditions

Each proposer, by the submission of a proposal, assents to each and every term and condition set forth anywhere in these specifications and agrees to be bound thereby. Proposers are advised that ORS 279C.307 may limit the selected proposer's ability to provide additional services related to the project.

L. Evaluation

The proposals shall be subjectively evaluated by the Evaluation Committee with points assigned based upon the criteria in this RFP. Those proposals submitted that do not meet mandatory requirements outlined in the Instructions to Proposers will not be evaluated.

The Evaluation Committee will consist of District Representatives and the District's Owner Representative. The role of the committee shall include a complete review of all proposals submitted and may include contacting references provided by the proposing firm(s). It may also involve interviews with selected proposers. The persons on the Evaluation Committee may change during the Evaluation and or Interview processes. The District reserves the right to seek clarifications of any proposal. Evaluation Committee members may not be contacted or solicited by any firm or individual submitting proposals, with the exception of responses to requests for clarification received from the Evaluation Committee. The District's Superintendent, or Designee, will make the final decision on hiring an architectural firm.

M. Criteria

All proposals from qualified firms that provide all the minimum required qualifications will be evaluated on the following criteria:

BACKGROUND

1. Provide a brief description of your firm's history, availability and capability to perform services requested.

EXPERIENCE

2. Record of performance history in meeting deadlines, submitting accurate estimates, producing high quality work, meeting financial obligations including price and cost data, cost controls and contract administration.

3. Demonstrated ability completing successfully **similar** services on time and within budget.

STAFFING

4. Experience and resumes of key staff who will be providing services.

5. Recent, current and projected workloads of staff referenced above.

6. Proportion of time staff referenced in #4 would spend on project.

APPROACH

7. Describe your knowledge and understanding of the project in terms of approaches to staffing, scheduling needs, and proposed solutions to any perceived design and constructability issues.

8. Describe the firms design philosophy and approach to project design and construction.

LOCAL KNOWLEDGE/CONDITIONS

9. Knowledge of the locality of the project site, geographic proximity to the project site, and the design/construction limitations of the site/Central Oregon Area.

Provide four (4) references familiar with your firm and the members of your proposed team.

PROPOSAL EVALUATION CRITERIA

<u>Criteria</u>	<u>Weight</u>	<u>Reference</u>
1. BACKGROUND	15%	
2. EXPERIENCE	20%	
3. STAFFING	25%	
4. APPROACH	30%	
5. LOCAL KNOWLEDGE/CONDITIONS	10%	

Reference checks shall not be scored individually but will be used to supplement the scoring considerations of all categories.

In addition to the above basic criteria, the following factors will be reviewed and considered:

1. Motivation
2. Professionalism
3. Philosophy and range of services
4. Sub consultants proposed for major scopes of service
5. Written proposal

In those cases where it is felt that a clearer understanding of any proposal is in order, the District, through the Evaluation Committee, reserves the right to invite up to three of the top ranked proposers to present their proposals, in person, to the Evaluation Committee or the District. If held, interviews will be conducted separately, and the Evaluation Committee will rank the interviewed proposers. Only the interview and resulting ranking will be considered in the selection of the architect.

Upon completion of the interviews, if any, the Evaluation Committee shall provide the District with the results of the scoring and ranking for each proposer. If the District does not cancel the RFP after it receives the results of the scoring and ranking for each proposer, the District will begin negotiating a Contract with the highest-ranked proposer. The District will negotiate a final contract that is in the best interest of the District. If the District cannot reach agreement with the highest-ranked proposer, the District reserves the right to terminate negotiations and enter into negotiations with lower-ranked proposers in accordance with OAR 137-048-

0220(4)(c).

N. Disclosure

Proposals will be considered confidential materials and will not be made a part of the public record until after a Notice of Intent to Award has been issued to the successful proposer. Names of scorers will not be disclosed (unless required by law). Said files including the evaluation report will then be available for public review.

O. Disclosure of Intent

No employee or elected official of the District may own more than 5% of a business that is submitting a proposal on any contracts with the District unless it is fully disclosed in the proposal documents.

P. Reservations

The District herein expressly reserves the following rights:

1. Proposers responding to the RFP do so at their own expense and the District will not pay for information solicited or obtained. The information obtained will be used in determining what will best serve the interests of the District.
2. To reject any or all proposals or cancel this RFP at any time as permitted by the Model Rules or District policy, if doing either would be in the public interest as determined by the District, and to waive technicalities and minor informalities in determining a proposer's responsiveness. A responsive proposal is one that conforms in all-material respects to the RFP.
3. To consider the competency and responsibility of proposers and of their proposed sub-consultants in making the award. A responsible proposer is a person or firm that has the capability in all respects to perform fully the contract requirement, as well as the tenacity, perseverance, expertise, integrity, reliability, capacity, facilities, equipment, staff, and credit that will assure good faith performance.
4. 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, the District reserves the right to negotiate with the next qualified proposer or proposers.
5. In the event only one proposal is received, the Project Facilitator may, at the election of the Evaluation Committee, return the proposal unopened.
6. 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.
7. To make such changes or corrections in the Project as it may deem necessary or desirable prior to the proposal opening. Proposers will be

notified of such changes in writing by addenda mailed to the addresses on the specifications holder's list.

8. To cancel the contract upon written notice at any time if the District, in its sole judgment, determines that the provider is not meeting the needs of the District.

Q. Protest of Selection

In the event of an award to a single proposer, the District shall provide to all proposers a copy of the selection notice that the District sent to the highest ranked proposer. A proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked proposer may submit a written protest of the selection to the District no later than seven (7) calendar days after the date of the selection notice. Any protest must be in accordance with OAR 137-048-0240(2)(a). Protest(s) must be delivered to the Superintendent or Designee.

SECTION II - SPECIFICATIONS

A. Background

- a) The District is in need of Architectural Services for the Metolius Elementary School Improvements (the "Project"); see Section II, part D, below for a more detailed listing. The estimated cost of the Project is \$2,526,693.00. The Owner intends to provide Construction Management services throughout the design and construction of the Project.

B. Proposed Project Schedule

Interviews (if held):	February 8 , 2023
A&E Selection:	February 9, 2023
Design:	March 1, 2023 – June 1, 2023
Bidding Phase:	Summer 2023
Building Permit Phase:	TBD
Construction Phase:	Spring 2024 – Summer 2024
Commissioning:	September 2024

C. The Proposal

To provide the District with the information necessary to select the most qualified firm, this Request for Proposal (RFP) is being solicited from firms interested in and qualified to provide architectural services that meet the requirements of this RFP. The RFP format outlines the information that must be submitted by each firm in order to be considered for selection. However, simply responding to this RFP is not sufficient to guarantee appointment. Specific information regarding document submittal procedures and due dates will be found in the "Instructions to Proposers" section.

D. Scope of Services - Mandatory

The District is requesting architectural services for the design and construction of the Project. Those services include for the following basic program outline:

Metolius Elementary School

- New standing seam metal roof, insulation, flashing replacement
- Parent drop-off improvements to driveway
- New gas-fired high efficiency furnace units and cooling coils
- New HVAC controls
- New electrical distribution system
- General accessibility upgrades
- Upgrade restrooms for accessibility, finishes and equipment
- Mitigation of hazardous materials
- New fire alarm system

E. Contractual Agreement

1. Type of Agreement

The District intends to enter into a contractual agreement with the architectural firm based on the information included in this proposal. A draft of this proposed contract is included with this proposal package. The proposers agree to be bound by the terms in the contract. District, in its sole discretion, may make modifications to the contract terms.

2. Duration of Agreement

The contract will be awarded for the duration of the project subject to applicable ORS, OAR and other rules.

F. Proposal Requirements

The submitted proposal shall include, but not be limited to, a divided and tabbed response to each of the criteria listed in Section I, Part M. This required format will provide the responding firms the best opportunity to compile their response in a format that will be most easily understood and reviewed by the Evaluation Committee.

G. Additional Information

1. Contact Person

All contact and questions regarding this request for proposal or to coordinate a visit to the site should be directed to the Project Management Firm, Tiller's Schoolhouse Consulting, LLC, Attn: Mike Tiller, (541) 550-9431, mike.tiller@tillersschoolhouse.com

2. Addenda

All questions and clarification requests will be answered in writing, if necessary, in the form of addenda and uploaded to the following link:
<https://colbisecurebids.com/o/509j/0111-22>

**PROPOSAL FOR ARCHITECTURAL SERVICES
EXHIBIT I**

**Metolius Elementary School Improvements
420 Butte Avenue
Metolius, OR 97741**

DATE: _____

TO: Jefferson County School District 509j
Attention: Mike Tiller, Project Manager
Administration Building
445 SE Buff Street
Madras, Jefferson County, Oregon 97741

The undersigned hereby proposes to furnish within the time specified the Scope of Services as listed within this RFP, and such Services shall be delivered in accordance with the RFP specifications.

PROPOSER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT: By submitting this proposal, the undersigned certifies conformance to the applicable Federal Acts, Executive Orders, and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon State Governments, having responsibility for the enforcement of such laws, shall be supplied to the School District upon request for purposes of investigation to ascertain compliance with such acts, regulations and orders.

Receipt is hereby acknowledged of Addenda _____ through _____.

Are you domiciled in the State of Oregon? YES _____ NO _____

Are you registered to do business in the State of Oregon? YES _____ NO _____

**PROVIDING INCORRECT INFORMATION MAY BE GROUNDS FOR PROPOSAL REJECTION
OR CONTRACT CANCELLATION.**

**RFP: ARCHITECTURAL SERVICES
EXHIBIT I**

Providing incorrect information may be grounds for proposal rejection or contract cancellation.

SIGNATURE OF INDIVIDUAL (Signed by individual)

X _____
(Signed by individual) (Print or Type Name)

(Address) (City/State/Zip)

(Telephone) (Company)

SIGNATURE OF PARTNERSHIP (Signature of one Partner required)

Names of Partners (Please Print) Name of Partnership

(Address)

(City/State/Zip)

(Telephone)

X _____
(Signature) (Print or Type Name)

SIGNATURE OF CORPORATION (Signature as Indicated)

(Address) (Corporate Name)

(City/State/Zip) (Signature of Officer or Agent)

(Telephone) (Print Name & Title of Officer or Agent)



Jefferson County
School District 509J
UNITE. ENGAGE. SOAR.

455 SE Buff Street
Madras, OR 97741
(541) 475-6192

ARCHITECTUAL SERVICES AGREEMENT

METOLIUS ELEMENTARY SCHOOL SCHOOL IMPROVEMENTS

420 BUTTE AVENUE
METOLIUS, OR 97741

Between,

JEFFERSON COUNTY SCHOOL DISTRICT 509J
455 SE Buff Street
Madras, Jefferson County, Oregon, 97741

Hereinafter referred to as Owner

And,

[ARCHITECT]

Hereinafter referred to as Architect

DATE:

AGREEMENT FOR ARCHITECT SERVICES

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AGREEMENT FOR ARCHITECT SERVICES

AGREEMENT- 0111-22

Made this XX day of XX, 2023, BETWEEN the Owner: Jefferson County School District 509J, Jefferson County, Oregon and the *[Architect]* for Professional Services in connection with the Project known as:

**Metolius Elementary School
420 Butte Avenue
Metolius, Oregon, 97741**

School Improvements

The Owner and the Architect agree as set forth below:

ARTICLE 1

DEFINITIONS

The following words and phrases where, appearing in initial capitalization, shall for the purposes of this Agreement have the following meanings:

1.1 PROJECT. The project shall be the design and construction administration of: Metolius Elementary School Improvements, in Jefferson County, Oregon.

1.2 SERVICES. The Services to be performed by the Architect under this Agreement shall consist of the Basic Services and any Additional Services both as defined herein.

1.3 BASIC SERVICES. Basic Services shall consist of the architectural and engineering services as described in Article 3 and as indicated and specifically designated in Exhibit "C" Scope of Services, to be performed and provided by the Architect under this Agreement in connection with the Project.

1.4 ADDITIONAL SERVICES. Additional Services shall consist of the architectural and engineering services agreed to be performed by the Architect in connection with the Project but which are not specifically designated as Basic Services in Article 3 or Exhibit "C". A listing of potential Additional Services is included as Exhibit "D".

1.5 WORK. The Work shall consist of the total construction, design and related services (excluding the Services rendered by the Design Consultant) performed on the Project.

1.6 PROJECT DOCUMENTS. The Project shall be completed in accordance with the following Project Documents, which were prepared or approved by the Owner prior to the execution of this Agreement between the Architect and the Owner:

1.7 CONSTRUCTION CONTRACT DOCUMENTS. The Construction Contract Documents shall consist of the plans and specifications prepared by the Architect, and any addenda and change orders thereto, and the Owner-Contractor agreement, all of which shall be compatible and consistent with this Agreement.

1.8 CONTRACTOR. The Contractor is the person or entity which enters into an agreement with the Owner to perform the construction of or any construction on the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative.

1.9 BASIC SERVICES COMPENSATION. Basic Services Compensation shall be the lump sum fee designated in Article 4 to be paid by the Owner to the Architect in connection with the performance of the Basic Services by the Architect.

1.10 ADDITIONAL SERVICES COMPENSATION. Additional Services Compensation shall be the fees determined in accordance with Article 7 to be paid by the Owner to the Architect in connection with the performance of Additional Services as agreed to in advance, in writing by the Owner.

1.11 OTHER DIRECT EXPENSES. In connection with Additional Services, Other Direct Expenses are those actual expenditures made by the Architect, its employees, or its professional consultants in the interest of the Project including but not limited to, field office, furniture equipment and utilities, all out-of-pocket expenses for travel and living expenses in connection with the Project, long distance telephone, telex, expressage, computer time, photocopies, professional consultants (other than those required for the performance of the Basic Services), and document reproduction.

1.12 OWNER/CONSTRUCTION PROJECT MANAGER CONTRACT. The Owner/ Construction Project Manager Contract is the agreement between the Owner and Construction Project Manager for the performance of construction management services on the Project. The Owner may provide these services directly without an independent project management services.

1.13 PROGRAM OF REQUIREMENTS. The Program of Requirements or "Program" is the detailed written summary of the requirements of the facility which sets forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, quality levels, flexibility and expandability, special equipment and systems and site requirements, as described in Exhibit "B" and as developed with the architect after award of contract.

1.14 MANAGEMENT PLAN. The Management Plan is the description and definition of the phasing, sequencing and timing of the major project activities for design, construction procurement, construction and occupancy.

1.15 MASTER SCHEDULE. A component of the Management Plan, the Master Schedule is a graphic display of the major activities, phases, construction packages and key interfaces on a time scaled, precedence diagram.

1.16 LIST OF CRITICAL DATES. The List of Critical Dates is a milestone calendar of events and activities which prescribes the dates by which they must be accomplished in order to maintain the project schedule. Critical Dates are as established in the Request for Proposal, Section II, Paragraph "B",

Proposed Project Schedule.

1.17 DESIGN PHASE CHANGE ORDER. A Design Phase Change Order is the form of documentation from the Owner approving and authorizing a modification to the Program of Requirements, Budget, Management Plan, Master Schedule, or previously approved Design Phase documents.

ARTICLE 2

RELATIONSHIP OF THE PARTIES

2.1 ARCHITECT SERVICES. The Architect shall provide professional architectural/engineering services for the Project in accordance with the terms and conditions of this Agreement. The Architect's performance of services shall be as professional consultant to the Owner to carry out the activities of Project design and construction administration and to provide the technical documents and supervision of the design team to achieve the Owner's Project objectives.

2.2 OWNER REPRESENTATION. The Owner will provide construction management services through Tiller's Schoolhouse Consulting, LLC. The Project Manager has no design responsibilities of any nature. None of the activities of the Project Manager supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Architect or subconsultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. The Architect understands and agrees that the Project Manager is the Owner's exclusive representative to the Architect and Contractor insofar as this Agreement is concerned. All instructions by the Owner to the Architect relating to services performed by the Architect will be issued or made through the Project Manager. All communications and submittals of the Architect to the Owner and Contractor shall be issued or made through the Project Manager unless the Project Manager shall otherwise direct. The Project Manager shall not unreasonably withhold approval for Architect to communicate directly with Owner or Contractor. The Project Manager shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Architect and Contractor and to call periodic conferences to be attended by the Architect and his subconsultants, throughout the term of this Agreement, as described in Article 3.4.

2.3 ARCHITECT REPRESENTATION.

2.3.1 The Architect shall provide a list of all consultants which the Architect intends to utilize relating to the Project. The list shall include such information on the qualifications of the consultants as may be requested by the Owner. The Owner reserves the right to review the consultants proposed, and the Architect shall not retain a consultant to which the Owner has a reasonable objection. The Owner shall pay the Architect any increased costs of obtaining the services of consultants to replace those rejected by the Owner.

2.3.2 The Architect shall provide to the Owner a list of the proposed key project personnel of the Architect and its consultants to be assigned to the Project. This list shall include information on the professional background of each of the assigned personnel, as may be requested by the Owner, through the Construction Program Manager. Such key personnel and consultants shall be satisfactory to the Owner and shall not be changed except with the consent of the Owner. The Owner's approval of substituted personnel shall not be unreasonably withheld.

2.4 DIVISION OF RESPONSIBILITIES/SERVICES. The Architect understands and agrees that should the Owner or Project Manager, or any other representative of the Owner, provide the Architect with any estimating assistance, cost or time control recommendations, or any other consultation, recommendations or suggestions, whereby any such activities on the part of the Owner or Project Manager shall in no way relieve the Architect of the responsibility of fulfilling its obligations and responsibilities under this Agreement.

ARTICLE 3

BASIC SERVICES

3.1 SCOPE OF SERVICES.

3.1.1 The Basic Services to be provided by the Architect shall be performed in the phases described hereinafter and shall include architectural, landscape architecture, civil engineering, structural engineering, mechanical engineering, electrical engineering, low voltage engineering (intercom, fire alarm, security, data and telecommunications), and acoustical design services furnished by an architect/engineer and its consultants in accordance with generally accepted architectural and engineering practices consistent with the terms of this Agreement, and specifically identified and described in Exhibit "C" attached hereto and made a part of this Agreement.

3.1.2 This Agreement describes the Architect's Basic Services in seven phases. Each of these phases (Pre-Design, Schematic Design, Design Development, Construction Documents, Bid/Award, Construction, and Post-Construction) may be divided to facilitate bidding of separate trade contracts or phased construction activities. The Owner shall have the right to determine early, late and other separate contract awards and may modify the Management Plan to change the number and times of issue of various contract document packages at no additional compensation to the Architect so long as there are no more than two (2) document packages for each project (which packages are exclusive of individual material purchase orders, bid package alternates and rework by the Architect of documents already completed).

3.2 ARCHITECT'S PROFESSIONAL RESPONSIBILITY AND STANDARD OF CARE.

3.2.1 By execution of this Agreement, the Architect warrants that (a) it is an experienced architectural firm having the skill and the legal and professional ability necessary to perform the Services required of it under this Agreement in connection with the design and construction of a project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is familiar with all current laws, rules and regulations which are applicable to the design and construction of the Project (such laws, rules and regulations including, but not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local sanitary laws and rules and regulations, and orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on the Project), and that the Architect shall endeavor to prepare drawings, specifications and other documents in accordance with such laws, rules and regulations. Nothing contained in this Agreement shall require the Architect to perform beyond the accepted standard of care for professionals engaged in projects of similar scope in the State of Oregon.

3.2.2 The Architect hereby represents and agrees that the drawings, specifications and other documents prepared by it pursuant to this Agreement shall be complete and functional, and that the

drawings of all trades have been coordinated among subconsultants to assure that all components provide for a fully functional system or component and serve for the purposes intended, except as to any deficiencies which are due to causes beyond the control of the Architect, and that the Project, if constructed in accordance with the intent established by such drawings, specifications and other documents, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended.

3.2.3 The Architect shall be responsible for any errors, inconsistencies or omissions in the drawings, specifications, and other documents. While the Architect cannot guarantee the various documents required herein to be completely free of minor human errors and omissions, it shall be the responsibility of the Architect throughout the period of performance under this Agreement to use due care with professional competence. The Architect will correct, at no additional cost to the Owner, any and all errors and omissions in the drawings, specifications and other documents prepared by the Architect. The Architect further agrees, at no additional cost, to render assistance to the Owner in resolving problems relating to the design or specified materials, which result from the errors and/or omissions of the Architect.

3.2.4 It is the responsibility of the Architect to make certain that all appropriate approvals are obtained from Federal, State and local governments. These approval processes include Conditional Use Application where necessary, Site Plan Application, Design Review, and Building Permit Application for the project.

3.2.5 The Architect will verify through information normally available for the design and construction of a project of this nature that no products or materials containing asbestos are specified or required by the Drawings or other Documents provided by the Architect. No provision of this Agreement requires the Architect to engage in or provide asbestos testing services for any product or material specified for this project.

3.3 PROJECT REQUIREMENTS.

3.3.1 The Construction Project Estimate (CPE) shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

3.3.1.1 The (CPE) shall include the cost at current market rates of labor and materials designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition to the (CPE), the Owner will maintain contingencies for market conditions at the time of bidding and for changes in the Work during construction.

3.3.1.2 The (CPE) does not include the compensation of the Architect and its subconsultants, the costs of the land, right-of-ways, financing or other costs which are the responsibility of the Owner as provided in Article 6.

3.3.2 Attached hereto and made a part of this Agreement as Exhibit "A" is the Construction Project Estimate. The (CPE) shall be defined as the total cost of constructing the Project. The (CPE) for this Project, or designated portion thereof, may be modified in writing only in the form of a Design Phase Change Order, executed by the Owner, Project Manager, and the Architect. The Architect shall prepare drawings, specifications and other documents necessary so that the construction contract bid from a responsive, responsible bidding contractor, acceptable to the Owner, will be within the (CPE).

3.3.2.1 During all phases of the Project the Architect shall prepare such estimates as it deems necessary, at no additional cost to the Owner, to assure itself that the estimated Project cost is within the (CPE), and as required by Exhibit "C" Scope of Services.

3.3.2.2 With each Design Phase submittal to the Owner, the Architect shall make the following statement in writing: "The drawings, specifications, and other documents submitted herewith, in my/our professional opinion, fulfill the Program of Requirements and the work indicated by them may be purchased by the Owner in a construction contract or contracts, the total price of which (CPE) will not exceed \$2,526,693.00 (based on a bid date TBD) for Metolius Elementary School Improvements, and may be constructed completely within said contract price and within a construction contingency fund of 15 % of said price. Further, in my/our professional opinion, the above-mentioned documents submitted herewith have been prepared in accordance with the "Agreement for Architect Services."

Each design phase submittal of the Architect to the Owner shall, to the best of the Architect's professional opinion, fulfill the Program of Requirements and shall be prepared in accordance with the Architect Services Agreement.

Evaluations of the Construction Project Estimate, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant that bids or negotiated prices will not vary from the (CPE) or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

Should it become apparent at the time of any Design Phase submittal that the Architect's construction cost estimate exceeds the (CPE), the Owner shall give written approval of an increase in the (CPE), or assist the Architect in reducing project scope and quality, and/or authorize redesign of the project to meet the (CPE). Approval by the Owner of scope reduction and redesign will not be unreasonably withheld.

3.3.2.3 Should first bidding or negotiation produce prices in excess of the approved (CPE), the Architect shall be responsible for rebidding, renegotiation, and redesign, at no additional expense to the Owner, as may be necessary to obtain price(s) within the approved (CPE) or price(s) acceptable to the Owner. The Owner will assist in reducing project scope or quality, and/or redesign decisions as necessary to reduce the project cost. All redesign and scope reduction must be approved by the Owner, whose approval will not be unreasonably withheld.

3.3.3 Incorporated herein and made a part of this Agreement by reference as Exhibit "B" is the Program of Requirements which defines the physical and environmental parameters for the Project and establishes the design objectives and criteria. No deviations from the Program of Requirements shall be allowed without written approval for change, in the form of a Design Phase Change Order executed by the Owner, Project Manager and Architect.

3.3.4 Incorporated herein and made a part of this Agreement by reference as Exhibit "C" is the "Scope of Services" for the Project which defines the standards of the design and construction activities.

3.3.5 No deviation from the Management Plan, Master Schedule or List of Critical Dates shall be

allowed without written approval for a change in the Management Plan, in the form of a Design Phase Change Order executed by the Owner, Project Manager and Architect. Should the Owner and Project Manager determine that the Architect is behind schedule due to the Architect's fault, the Architect shall expedite and accelerate its efforts, including additional manpower and/or overtime, to maintain the approved design schedule at no additional cost to the Owner.

3.4 PROJECT CONFERENCES.

3.4.1 Throughout all phases of the Project, the Architect and as needed its consultants, shall meet periodically with the Owner and Project Manager when reasonably requested. Attendees shall be as mutually determined by the Owner, Project Manager and Architect. The Architect shall provide a record of all project conferences. As a minimum, regularly scheduled meetings which the Architect will attend include:

3.4.1.1 Architect Orientation.

3.4.1.2 Predesign conferences on an as needed basis.

3.4.1.3 Project Kick-off Meeting, two days maximum.

3.4.1.4 Design conferences on a weekly basis during Schematic Design and Design Development phases and bi-weekly during the Construction Documents phase.

3.4.1.5 Prebid conference(s) for each construction contract.

3.4.1.6 Preconstruction conference for each construction contract.

3.4.1.7 Construction progress meetings on a weekly basis for each construction contract.

3.4.1.8 Substantial Completion, Final Completion and completion of warranty period inspections for each construction contract.

3.4.2 The Architect shall be responsible for scheduling and attending any meetings necessary to properly coordinate the design effort including, without limitation, meetings with governing agencies, code officials and applicable utilities.

ARTICLE 4

COMPENSATION

4.1 BASIC SERVICES COMPENSATION

The Owner shall compensate the Architect in accordance with the terms and conditions of this Agreement, including the following:

4.1.1 For the Basic Services of the Architect, Basic Services Compensation shall be in the amount of \$XX,XXX.00 (XXXXX) Dollars.

4.1.2 The Basic Services Compensation stated in paragraph 4.1.1 includes all compensation and other payments due the Architect (manpower, overhead, profit, and all other direct expenses) in the performance of the Basic Services.

4.2 PAYMENTS TO THE ARCHITECT. Payments on account of the Architect shall be made as follows:

4.2.1 Payments for Basic Services shall be made monthly in proportion to services performed so that the total paid compensation at the completion of each Phase shall equal the following percentages of the Basic Services Compensation.

PreDesign Phase3%
Schematic Design Phase.....	20%
Design Development Phase.....	17%
Construction Documents Phase.....	35%
Bidding or Negotiations Phase.....	3%
Construction Phase19%
Post Construction Phase3%

4.2.2 No deductions shall be made from the Architect's Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to Contractors, or on account of the cost of changes in the construction contract work other than those for which the Architect has been found liable.

4.2.3 If the Project is suspended for more than six months or abandoned in whole or in part by the Owner, the Architect shall be paid compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, and all reasonable termination expenses resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than six months, the Architect's Basic Services Compensation shall be equitably adjusted.

4.2.4 Payments are due and payable thirty (30) days from the date of receipt of the Architect's invoice. Any amount unpaid thirty (30) days after receipt of invoice shall bear interest at one (1) percent per month.

4.3 ADDITIONAL SERVICES COMPENSATION.

4.3.1 With respect to any Additional Services, as described in Article 7 herein, performed by the Architect hereunder, the Architect and Owner shall negotiate an equitable adjustment to the Basic Services Compensation. However, if negotiations are not successful prior to the time the additional services are needed, the Owner may direct the Architect to proceed with the Additional Services on a time-spent basis with Additional Services Compensation to be computed as follows:

4.3.1.1 Principal's time is billed at the fixed rate of \$XXX.00 per hour. For the purposes of this agreement, the Principals are:

[Name]

4.3.1.2 Employee's time is billed at the following hourly rates:

Managing/Senior Principal \$XX

Principal	\$XX
Associate Principal	\$XX
Senior Associate	\$XX
Project Manager	\$XX
Construction Administration	\$XX
Project Architect	\$XX
Project Designer	\$XX
Interior Designer	\$XX
Specification Specialist	\$XX
Architect	\$XX
Marketing Director	\$XX
Job Captain	\$XX
Senior Graphic Designer	\$XX
Designer	\$XX
IT Manager	\$XX
Marketing Coordinator	\$XX
Project Coordinator	\$XX
CAD / REVIT Technician	\$XX
Graphic Designer	\$XX
Marketing Assistant	\$XX
Project Administrator	\$XX
Administrative	\$XX

For consultants of the Architect, including, but not limited to, additional structural, mechanical and electrical engineering services as defined in Article 7, a multiple of one point one (1.10) times the consultants' hourly rates, attached, and other consultant's hourly rates to be negotiated with the Owner and billed by the Architect for such services.

4.3.1.3 Reimbursable Expenses shall include the expense of renderings or models for the Owner's use over and above those provided for in Basic Services, if authorized in advance by the Owner. Before incurring any Reimbursable Expenses, the Architect must request and receive written authorization from the Owner.

4.3.2 Payments for Additional Services of the Architect shall be made monthly upon presentation of the Architect's statement of services, fully supported by invoices, time cards, and other documentation as requested by the Owner.

4.4 ACCOUNTING RECORDS.

4.4.1 Records of the Architect with respect to Additional Services and payroll, consultant and other expenses (including Reimbursable Expenses) pertaining to the Project, shall be kept on generally accepted accounting principals and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.

4.4.2 At the request of the Owner, or its authorized representative, the Architect will supply in a timely manner and certify as accurate, unaltered copies of all time sheets, invoices, and other documents to substantiate and document any and all Additional Services and Reimbursable Expenses.

ARTICLE 5

PERIOD OF SERVICE

5.1 Specific dates relating to the period of services are set forth in the Request for Proposal dated January 11, 2023. These dates may be revised when the Management Plan is completed and incorporated into this contract.

5.2 Unless earlier terminated as provided in Article 11 hereof, this Agreement shall remain in force for a period which may reasonably be required for the performance of the Basic Services and Additional Services hereunder. However, the provisions of the Agreement relating to Professional Responsibility (paragraph 3.2); Dispute Resolution (Article 12); Professional Liability coverage (Article 9); Indemnification (Article 10); and Ownership of Documents/Confidential Information (Article 14) shall remain in effect after termination of the other provisions of the Agreement.

5.3 If the Project is delayed through no fault of the Architect, all specific dates noted in the Management Plan that are affected by the delay will be adjusted by the number of calendar days of the delay.

5.4 If the Owner materially revises the Project, a reasonable time extension and/or credit shall be negotiated between the Architect and the Owner.

5.5 The liquidated damages incurred by the Owner due to the Architect's failure to complete the 50% construction document design by April 1, 2023, including any extensions thereof, shall be zero dollars (\$0.00) per day. The liquidated damages incurred by the Owner due to the Architect's failure to complete the final design by May 1, 2023, including any extensions thereof, shall be Zero dollars (\$0.00) per day for each consecutive day beyond the time for final completion.

5.5.1

The amount of liquidated damages for failure to meet any of the above noted final completion date is in addition to the amount of liquidated damages for failure to complete the 50% construction document design. The amount of liquidated damages set forth in Article 5.5 hereinabove shall be assessed cumulatively.

5.5.2 The Architect agrees said sums are agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Architect to complete the design within time as stipulated, it being recognized by the Owner and the Architect that the injury to the Owner which could result from a failure of the contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Architect.

5.6 Time is of the essence of this Agreement.

ARTICLE 6

OWNER'S RESPONSIBILITIES

6.1 The Owner shall provide full information regarding the requirements for the Project.

6.2 The Owner shall examine documents submitted by the Architect and shall render decisions

that pertain thereto promptly, to avoid unreasonable delay in the progress of the Architect's Services.

6.3 The Owner shall furnish a certified land survey of the site and provide applicable grades, lines of streets, alleys, pavements and adjoining property; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements, and trees.

6.4 The Owner shall contract and pay for the services of a soils engineer or other consultant, when such services are deemed necessary by the Architect or Project Manager, to provide reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof.

6.5 The Owner shall pay for structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law that are not otherwise called for in this Agreement.

6.6 The Owner shall furnish such legal, accounting, and insurance counseling services as the Owner may deem necessary for the Project. Also, the Owner shall furnish all auditing services as it may require ascertaining how, or for what purposes, the Contractor has used the moneys paid to it under the Construction Contract.

6.7 All services, information, surveys and reports required of the Owner, shall be furnished at the Owner's expense and the Architect shall be entitled to rely upon their accuracy and completeness.

6.8 The Owner shall furnish information and approvals required of it expeditiously for orderly progress of the Work, and shall endeavor to adhere as closely as possible with the time conditions for such Owner activities as set forth in all approved schedules for the Project.

6.9 The Owner shall secure and pay for, and the Architect shall assist as required and noted herein, in obtaining all necessary permits, licenses, approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

6.10 Prompt written notice shall be given by the Project Manager to the Architect if the Owner becomes aware of and provides written notice to the Project Manager of any fault or defect in the Project or nonconformance with the Contract Documents.

6.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 7

ADDITIONAL SERVICES

7.1 Attached hereto and made a part of this Agreement as Exhibit "D" is the list of "Additional Services" which exceed the scope of Basic Services under this Agreement. If any of these Additional Services are authorized in advance by the Owner in writing, the Architect shall provide or obtain from

others the authorized "Additional Services."

7.2 The Owner will compensate the Architect for authorized Additional Services performed as herein provided to the extent that they exceed the obligations of the Architect under this Agreement.

ARTICLE 8

NOTICES

8.1 Any notice required by this Agreement or other communications to either party by the other shall be in writing and deemed given when delivered personally or five (5) days after deposit in the United States Mail, postage prepaid certified mail, return receipt requested, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

To Owner: Jefferson County School District 509 J
Attention: Mike Tiller, Project Manager
455 SE Buff Street
Madras, Oregon 97741

To Architect: [Name]
[Address]

ARTICLE 9

INSURANCE

9.1 General Liability Insurance

Architect shall obtain, at Architect's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the Architects indemnity obligations under this contract. The following limits of insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
Professional Liability per Occurrence for any single claimant	\$1,000,000
Professional Liability per Occurrence for any number of claimants	\$2,000,000
Commercial General Liability per Occurrence for any single claimant	\$1,000,000
Commercial General Liability per Occurrence for any number of claimants	\$2,000,000
Employers Liability per Occurrence for any single claimant	\$1,000,000
Employers Liability per Occurrence for any number of claimants	\$2,000,000

9.2 Commercial Automobile Insurance

Architect shall also obtain, at Architect's expense, and keep in effect during the term of this contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

9.3 Workers Compensation

The Architect, its sub-consultants, if any, and all employers providing work, labor or materials under this Contract are either subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage that satisfies Oregon Law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-State employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not to obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

9.4 Additional Insured Requirements

The Jefferson County School District 509J, its officers, directors and employees and appointed representatives, shall be added as additional insured with respect to this job. All Commercial General Liability insurance policies will be endorsed to show this additional coverage.

9.5 Cancellation Provisions

There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage without 30 days prior written notice to the Jefferson County School District 509J. Any failure to comply with this provision will not affect the insurance coverage provided to the Jefferson County School District 509J. The 30-day notice of cancellation provision shall be physically endorsed on to the policy.

9.6 Insurance Carrier Acceptability

Coverage's provided by the Architect must be underwritten by an insurance company deemed acceptable by the Jefferson County School District 509J. The Jefferson County School District 509J reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

9.7 Evidence of Insurance

As evidence of the insurance coverage required by this contract, the contractor shall furnish a Certificate of Insurance to the Jefferson County School District 509J. No contract shall be effective until the required certificates have been received and approved by the Jefferson County School District 509J. The certificate will specify and document all provisions of this contract. A renewal certificate will be sent to the Jefferson County School District 509J, not less than 10 days prior to coverage expiration.

9.8 Professional Liability Coverage

Architect shall obtain, at Architect's expense, and keep in effect during the term of this contract and for three years after final completion of the Project, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Annual aggregate limit shall not be less than \$2,000,000.

If any of the aforementioned liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this contract for a duration of 24 months or the maximum time period the contractor's insurer will provide such coverage if less than 24 months. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described, or evidence

of continuous "claims made" liability coverage for 24 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this contract. This will be a condition of the Final Acceptance of Work or Services and Related Warranty (if any).

ARTICLE 10

INDEMNIFICATION

10.1 Notwithstanding anything to the contrary contained herein, the Architect shall indemnify and hold harmless the Owner, the Project Manager and their employees from and against claims, lawsuits, or action for damages, losses and expenses, including but not limited to attorney's fees, arising from Architect's torts, as the term "tort" is defined in ORS 30.260 (8) or resulting from (i) the Architect's negligent performance or failure to perform its obligations under this Agreement and (ii) claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal property including the loss of use resulting therefrom and to the extent arising from and attributable to any negligent act or omission of the Architect, anyone directly or indirectly employed by the Architect or anyone for whose acts the Architect may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.

10.2 Except as otherwise set forth in this Agreement, the Architect and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, state or local government acting in its sovereign capacity, and strikes. Owner shall not be liable to the Architect for acts or failures to act by Project Manager, the Contractor or the Owner's consultants.

ARTICLE 11

TERMINATION OF AGREEMENT

11.1 If (1), the Owner abandons the Project or the Project is stopped for more than six (6) months due to actions taken by the Owner, or under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable through no act or fault of the Architect or its agents or employees, or (2), the Owner has failed to substantially perform in accordance with the provisions of this Agreement due to no fault of the Architect and such nonperformance continues without cure for a period of thirty (30) days after the Owner receives from the Architect a written notice of such nonperformance (including a detailed explanation of the actions of the Owner required for cure), the Architect may, upon fifteen (15) day's additional written notice to the Owner, terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, and recover from the Owner payment for all services performed to the date of the notice terminating this Agreement. Notwithstanding the foregoing Architecture shall have no right to terminate if Owner cures its non-performance within said fifteen (15) day period.

11.2 Upon the appointment of a receiver for the Architect, or if the Architect makes a general assignment for the benefit of creditors, the Owner may terminate this Agreement, without prejudice to any

right or remedy otherwise available to the Owner, upon giving three (3) working days written notice to the Architect. If an order for relief is entered under the bankruptcy code with respect to the Architect, the Owner may terminate this Agreement by giving three working days written notice to the Architect unless the Architect or the trustee: (1), promptly cures all breaches; (2), provides adequate assurances of future performance; (3), compensates the Owner for actual pecuniary loss resulting from such breaches; and (4), assumes the obligations of the Architect within the statutory time limits.

11.3 If the Architect persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply sufficient properly skilled staff or proper materials, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority jurisdiction, or otherwise substantially violates or breaches any term or provision of this Agreement, and such nonperformance or violation continues without cure for thirty (30) days after the Architect receives from the Owner written notice of such nonperformance or violation, then the Owner may upon fifteen (15) days additional notice, without prejudice to any right or remedy otherwise available to the Owner, terminate this Agreement.

11.4 Upon termination of this Agreement by the Owner under paragraph 11.2 or 11.3 it shall be entitled to furnish or have furnished the Services to be performed hereunder by the Architect by whatever method the Owner may deem expedient. Also, in such cases, the Architect shall not be entitled to receive any further payment until completion of the Work; and the total compensation to the Architect under this Agreement shall be the amount which is equitable under the circumstances. If the Owner and the Architect are unable to agree on the amount to be paid under the foregoing sentence, the Owner shall fix an amount, if any, which it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly. The Architect may dispute the Owner's assessment of the termination amount by any method of dispute resolution permitted under this Agreement.

11.5 The Owner may, upon thirty (30) days' written notice to the Architect terminate this Agreement, in whole or in part, at any time for the convenience of the Owner, without prejudice to any right or remedy otherwise available to the Owner. Upon receipt of such notice, the Architect shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the Owner, the Architect's sole and exclusive right and remedy is to be paid for all work performed and to receive equitable adjustment for all work performed through the date of termination. The Architect shall not be entitled to be paid any amount as profit for unperformed services or consideration for the termination of convenience by the Owner.

11.6 Should the Owner terminate the Architect as provided for under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Architect. The Architect will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents and materials. In such event, the Owner shall be entitled to use such drawings, specifications, documents and materials only for the Owner's completion and occupancy of the Project.

11.7 The payment of any sums by the Owner under this Article 11 shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Architect.

ARTICLE 12

DISPUTE RESOLUTION

12.1 Any controversy or claim arising out of this Agreement will be settled by arbitration before a single arbitrator in Madras, Oregon. If the parties agree on an arbitrator, the arbitration will be held before

the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of construction law. The arbitration will be conducted in accordance with the then-current rules of The Arbitration Service of Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the parties. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any controversy or claim. Any such action or proceeding – or any action or proceeding to confirm, vacate, modify, or correct the award of the arbitrator – will be litigated in courts located in Jefferson County, Oregon. For the purposes of this section, each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon. The parties acknowledge that mediation often helps parties to settle their dispute. Therefore, any party may propose mediation whenever appropriate by any mediation process or mediator as the parties may agree upon.

ARTICLE 13

SUCCESSORS/ASSIGNMENT

13.1 This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and trustees of the Architect.

13.2 The Architect shall not assign, sublet or transfer its interest in this Agreement without the written consent of the other, except that the Architect may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

ARTICLE 14

OWNERSHIP OF DOCUMENTS/CONFIDENTIAL INFORMATION

14.1 Drawings and Specifications as instruments of service are and shall remain the property of the Architect and Owner except as provided for under paragraph 11.6 whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings, Specifications, and other Documents may be used by the Owner for additions to this project or for completion of this Project by others. Said documents may be used by the Owner on other projects.

14.2 In order for the Architect to fulfill this Agreement effectively, it may be necessary or desirable for the Owner to disclose to the Architect confidential and proprietary information and trade secrets pertaining to the Owner's past, present and future activities. The Architect hereby agrees to treat any and all information gained by it as a result of the Services performed hereunder as strictly confidential. The Architect further agrees that it will not disclose to anyone outside of the authorized Project team (i) Owner's trade secrets during the period of this Agreement or thereafter or (ii) Owner's confidential and proprietary information during the period of this Agreement and thereafter for a period of 2 years.

ARTICLE 15

ADDITIONAL PROVISIONS

15.1 Whenever renderings, photographs of renderings, photographs of models, photographs, drawings, announcements, or other illustration or information of the Project are released for public information, advertisement or publicity, appropriate and proper credit for architectural and other services shall be given to the Architect and Project Manager respectively.

15.2 This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Architect and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

15.3 Unless otherwise specified, this Agreement shall be governed by the law of the State of Oregon, U.S.A.

15.4 If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15.5 Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.

15.6 The headings or captions within this Agreement are for reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

15.7 For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

15.8 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.

15.9 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

15.10 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.

15.11 Public Contract General Statutory Requirements-

The Architect shall be subject to, and comply with, all local, state and federal rules, ordinances, regulations and laws relating to work to be performed. The following provisions are expressly incorporated in this

public contract:

- (1) Architect shall make payments promptly, as due, to all persons supplying to the Architect labor or material for the performance of the work provided for in this Agreement.
- (2) Architect shall pay all contributions or amounts due the Industrial Accident Fund from the Architect or any sub Architect incurred in the performance of this Agreement.
- (3) Architect shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or materials furnished.
- (4) Architect shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- (5) Architect 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 Architect, of all sums that the Architect agrees to pay for the services and all moneys and sums that the Architect collected or deducted from the wages of employees under any agreement for the purpose of providing or paying for the services.
- (6) Architect and all consultants working under this agreement are each either an employer that will comply with ORS 656.017 or an employer that is exempt under ORS 656.126.
- (7) No Unsupervised Contact with Students. (ORS 326.603(1)(a)). Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Architect will ensure that its officers, agents and employees will have no direct unsupervised contact with students while on Owner's property. Architect will work with the Owner to ensure compliance with this requirement. If Architect is unable to ensure through a security plan that none of its officers, agents or employees will have direct, unsupervised, contact with students in a particular circumstance or circumstances, Architect shall so notify the Owner prior to beginning any work that could result in such contact. Architect authorizes Owner to obtain information about Architect and Architect's history and to conduct a criminal background check, including fingerprinting, of any officer, agent or employee of Architect that will have unsupervised contact with students. Architect shall pay all fees assessed by Oregon Department of Education for processing the background check. Owner may deduct the cost of such fees from a progress or final payment to the Architect under this contract, unless the Architect elects to pay such fees directly.
- (8) Confidentiality (FERPA, 20 USC 1232(g), ORS 326.565.) Architect will not disclose any information or records regarding students or their families that Architect may learn or obtain in course and scope of Architect's performance of this contract.

This Agreement executed the day and year first written above.

OWNER
JEFFERSON COUNTY SCHOOL DISTRICT 509J

ARCHITECT
Architect

By: _____

By: _____

Name: Jay Mathisen

Name:

Title: Superintendent

Title:

-EXHIBIT A-

CONSTRUCTION PROJECT ESTIMATE (CPE)

METOLIUS ELEMENTARY SCHOOL IMPROVEMENTS :

General Construction Contract	\$2,526,693.00
Off-Site Construction	N/A
Construction Project Estimate (CPE), total	\$2,526,693.00

-EXHIBIT B-

PROGRAM OF REQUIREMENTS

The School District is requesting architectural services for the design and construction of the:

METOLIUS ELEMENTARY SCHOOL IMPROVEMENTS

Basic program outline is as follows:

- New standing seam metal roof, insulation, flashing replacement
- Parent drop-off improvements to driveway
- New gas-fired high efficiency furnace units and cooling coils
- New HVAC controls
- New electrical distribution system
- General accessibility upgrades
- Upgrade restrooms for accessibility, finishes and equipment
- Mitigation of hazardous materials
- New fire alarm system

Building Commissioning (including mechanical, plumbing and electrical systems) by an independent agent will be incorporated into the design and construction of this facility.

-EXHIBIT C-

SCOPE OF SERVICES

The Basic Services listed below and to be performed by the Architect consist of professional tasks and have as their objective the design, technical documents and construction administration to provide the Owner with a complete and properly functioning facility. The Basic Services shall be performed in accordance with the standard of care set forth in this Agreement. The facility shall meet the Program of Requirements and comply with applicable codes and laws, and be completed on a timely basis within the approved construction budget. The services are described under the Project Phases in which they customarily occur. This order is for convenience only and does not necessarily reflect the sequence in which a service will actually be performed, or necessarily limit the Project, or a designated portion of the Project, to one of each Phase.

All work and milestone completions shall be performed as per the Proposed Project Schedule, noted in Section II, Part B of the Architectural Services RFP.

In addition, this proposal shall include all design possibilities relating to sustainable design and energy efficient building operation systems.

A. PREDESIGN PHASE

1. The Architect shall examine and analyze available information provided by the Owner and Project Manager and shall advise and recommend as to additional information necessary to begin specific design work on the Project.
2. The Architect shall provide services to extensively investigate existing conditions or facilities or to make measured drawings thereof.
3. The Architect shall provide services to verify the accuracy of drawings or other information furnished by the Owner.
4. Upon analysis of all available information and prior to initiating any design tasks, the Architect shall participate in a Project Pre-Design Meeting. The Architect shall have in attendance the individuals who will represent the primary architectural and engineering disciplines on the project and others as may be requested by the Project Manager. The Project Manager, in conjunction with the Architect, shall take and transcribe minutes of the sessions.
3. Upon conclusion of the Project Pre-Design Meeting and in accordance with the milestone completions per the Proposed Project Schedule, (noted in Section II, Part B of the Architectural Services RFP); the Architect shall prepare a report to the Owner (hereinafter referred to as the *Design Narrative*) which is the Architect's interpretation of the project requirements, design parameters and objectives, and results of the Project Pre-Design Meeting. As appropriate, the Design Narrative will contain diagrammatic studies and pertinent text relative to: design concept, Program of Requirements, internal functions; human, vehicle and material flow pattern, general space allocations, detailed analysis of operating functions, studies of adjacency, vertical and horizontal affinities, and outline descriptions of major building components and systems.
4. Assist and coordinate with the Owner and Project Manager in securing necessary land-use

permit(s) by providing related documents and input as may be required to obtain permits and easements; and provide any other document necessary to meet other site use requirements related to the project.

B. SCHEMATIC DESIGN PHASE

1. Upon written authorization from the Owner to proceed and, based on the approved Design Narrative, the Construction Project Estimate, Program of Requirements, and the milestone completions per the Proposed Project Schedule, (noted in Section II, Part B of the Architectural Services RFP); the Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the design concept, scale and relationship of the Project components for approval by the Owner.
2. The Architect shall provide the Project Manager periodically with copies of Schematic Design Studies for review during the Schematic Design Phase. At the end of the Schematic Design Phase the Architect shall provide the Project Manager with six (6) complete sets of the drawings and other documents for approval by the Owner.
3. Documents prepared by the Architect for final Schematic Design Phase submittal shall include drawings and a written report. The drawings shall include, but not be limited to, a proposed site utilization study of the property of the Project, schematic plans of all floor plan conditions, and simplified elevations indicating the fundamentals of the architectural concept. The report shall incorporate the Construction Project Estimate (CPE) and breakdown. The Architect shall review all design, in any manner deemed necessary, to assure the project cost is within the (CPE). Further, the report shall include the discussion of design factors, if any, as are pertinent in the opinion of the Architect, as well as outline the descriptions of proposed engineered systems, construction methods, materials and work to be included in the construction contracts.
4. The Architect will provide site Plan Application documents to the Owner utilizing the Schematic Design Submittal information. The Owner will complete the Site Plan Application and burden of proof statements. Filing fees will be the responsibility of the Owner.
5. To be considered acceptable for final Schematic Design Phase submittal, the documents shall contain, as a minimum:
 - a. Architectural
 - Drawings showing complete building layout, identifying the various major areas, core areas and their relationships.
 - Preliminary exterior wall cross section and elevation indicating location and size of fenestration, and indicating overall thermal transfer value for exterior wall envelope.
 - Identification of roof system, deck, membrane and drainage technique and indicating overall combined heat transfer coefficient for roof/ceiling composite and roof area.
 - Identification of all proposed finishes (includes all exterior surfaces, doors and windows).
 - Site plan with building located and overall grading plan with a minimum of 5'- 0" contour lines. All major site development such as access road paving, walls and outside support buildings, and paved parking lots should be shown.

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- Building code and land-use zoning analysis.
- Gross and net area calculations separated to show conformance with the Program of Requirements.
- Provide ADA Assessment for the project in order to obtain a building permit.

b. Structural

Structural systems layout with overall dimensions and floor elevations. Identification of structural system (precast concrete, structural steel with composite deck, structural steel with bar joists, etc.).

Identification of foundation requirements (fill requirements, piles, caissons, spread, footings, etc.).

c. Mechanical

Block heating, ventilating and cooling loads calculations including skin versus internal loading.

Minimum of two HVAC systems that appear compatible with loading conditions for subsequent lifecycle costing.

Location of major equipment spaces.

d. Electrical

Lighting fixtures outlined in plan and roughly scheduled showing types and quantities of fixtures to be used.

Major electrical equipment roughly scheduled indicating size and capacity.

Complete preliminary one line electrical distribution diagrams with indications of final location of service entry, switchboards, motor control centers, panels, transformers and emergency generator, if required.

Legend showing all symbols used on drawings.

e. Construction Cost Estimate

- Cost estimate in C.S.I. format (as prepared by your own private consultant) showing detail consistent with the level of detail of the drawings and specifications.

6. Six copies of the Project Schematic Design Submittal shall be provided to the Design Review Committee. Approval of the Schematic Design Submittal will be conditional on approval from the Design Review Committee.

7. Upon Owner acceptance and approval of the Schematic Design, the structural bay sizes, floor elevations and exterior wall locations (building "footprint") may not be changed except by a Design Phase Change Order.

C. DESIGN DEVELOPMENT PHASE

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1. The Architect shall prepare from the approved Schematic Design Studies, for further approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

2. Design Development Documents prepared by the Architect shall include drawings and a written report in more detail than the Schematic Design Documents and shall take into account the Owner's comments on the previous submittal. Drawings shall include dimensioned site development plan, floors plans, elevations, and one or more typical sections indicating proposed construction. Drawings shall also include information on major finishes as well as diagrammatic drawings illustrating fundamentals of major engineered systems, i.e., structural, mechanical and electrical.

3. The Architect shall provide the Project Manager periodically, if requested, with copies of in-progress Design Development Documents (not to exceed the equivalent of six (6) sets of plans) during the Design Development Phase. At the end of the Design Development Phase the Architect shall provide the Project Manager with six (6) complete sets of drawings and other documents for approval by the Owner. The documents for this final Design Development Phase submittal shall consist of, as a minimum:

a. Architectural

Floor plans with final room locations including all openings, furniture, furnishings and equipment, with rooms identified by name and number.

Wall sections showing final dimensional relationships, materials and component relationships.

- Interior elevation and sections.

Identification of all fixed and loose equipment to be installed in the construction contract.

Finish schedule identifying all finishes.

- Functional interior signage.

Preliminary door and hardware schedule showing quantity, quality levels and hardware type.

90% complete site plan including grading, drainage, site utility connections, site amenities and landscape features, including landscape irrigation system design.

Preliminary development of details and large-scale blowups.

Final building elevations.

Legend showing all symbols used on drawings.

Reflective ceiling development including ceiling grid, light fixtures, HVAC outlets and ceiling accesses.

Outline specifications.

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b. Structural

Plan drawings with all structural members located and sized.

Footing, beam, column and connection schedules.

Outline specifications.

Foundation drawings.

c. Mechanical

- Heating and cooling load calculations for each space and major duct or pipe runs sized to interface structural.

Major mechanical equipment schedule indicating size and capacity.

- Mechanical equipment and ductwork sections and details.

Devices in ceiling located.

Ductwork and piping substantially located and sized.

Legend showing all symbols used on drawings.

- Plumbing equipment schedules.

- Plumbing floor plans logically sequenced showing equipment, fixtures to 5'0" beyond exterior face of building.

- Standard plumbing details and other necessary details.

Outline specifications.

d. Electrical

All power consuming equipment and load characteristics.

Total electric load.

Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.

Complete preliminary site electrical distribution and lighting design.

- One-line power system diagram.

- One-line special systems diagrams.

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Outline specifications.

Lighting, power, telecommunications and office automation devices and receptacles, low voltage systems including data, security, fire alarm, CATV and intercom, shown in plan.

Final light fixture schedule.

Interior electrical loads estimate for systems furniture, receptacles, lighting, and any other special use areas, etc.

e. Food Service

- Food service floor plan showing kitchen equipment locations.
- Outline specifications.

f. Construction Cost Estimate

- In greater detail than the Schematic Phase, with all components described in C.S.I. format.

D. CONSTRUCTION DOCUMENTS PHASE

1. Upon written authorization from the Owner to proceed, the Architect shall prepare from the approved Design Development Documents, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project as defined in this agreement. The Owner will provide the Conditions of the Contract (General and any Supplementary), Advertisement for Bids, Instructions to Bidders, time control specification provisions, Supplementary Commissioning Requirements and Construction Proposal Forms and Agreement(s) which the Architect shall incorporate into the Construction Documents.

The final documents shall incorporate the Owner's constructability and other review comments and any modifications and changes desired by the Owner and any modifications required for compliance with all applicable codes, regulations, standards, the approved program, and prior written approvals and instructions of the Owner. The resulting final construction document submittal is to be a complete, fully coordinated, integrated package, suitable for bidding distribution, without significant addenda or further clarification required.

2. Construction Documents shall be packaged as necessary to satisfy all items in Exhibit B, "Program Requirements"; and Exhibit C, "Scope of Service"; and completed in a timely fashion in accordance with the milestone completions per the Proposed Project Schedule, (noted in Section II, Part B of the Architectural Services RFP) .

3. Detailed drawings shall cover all work included in the Project or designated portion thereof.

4. Specifications shall be prepared using the Construction Specifications Institute (C.S.I.) 16- Division format.

5. The Architect shall provide the Project Manager periodically, as requested, with copies of in-progress Construction Documents during this phase. Additionally, the Architect shall submit for approval by the Owner six (6) sets of preliminary Construction Documents at the stage of 95% completeness. In

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addition, two sets of "Permit Documents" are to be provided for the purposes of making application for building permit. Additional information as required to make a complete set of application documentation such as structural and energy calculations are to be provided with these two sets of "Permit Documents".

6. After review and approval of the 95% Construction Documents by the Owner, the Architect shall continue with preparation of final Construction Documents and Bid Documents, including final Specifications for all authorized work on the Project and shall incorporate in those final documents the comments and modifications and changes desired by the Owner and any modifications required for compliance with all applicable codes, regulations, standards, the approved program, and prior written approvals and instructions of the Owner. The resulting final Construction Document submittal is to be a complete, fully coordinated, integrated package, suitable for bidding distribution and construction. After assembly of complete documents, the Owner will engage an independent printing firm to perform bidding/construction document distribution. Architect to assist in providing document formats consistent with the standard requirements of an independent printing firm. The Project Manager and Owner will distribute all bid documents and addenda updates.

7. The Architect shall participate in such reviews and meetings as are necessary to establish that the project design confirms to all applicable codes and all requirements of responsible agencies and will make any changes to the Construction Documents which are required for issuance of all permits and legal authorizations needed to construct the Project.

8. Construction Cost Estimate - In greater detail than Design Development phase to permit review of all work items included in the Project.

9. The final construction documents shall contain bid alternates comprising not less than 10 percent of the estimated cost (5% above and 5% below the (CPE)) as mutually agreed for use in awarding the construction contract at the (CPE). The Architect shall receive Additional Services compensation for any alternates designed which are in excess of 5% over the (CPE) as determined by the bid receiving contract award.

10. The Contract Document drawings shall be prepared using Auto CADD's latest version or approved. Specifications shall be produced using Microsoft Word latest version or approved. Electronic copies of the Contract Documents shall be submitted to the Owner at the commencement of the Bid/Award Phase and at the completion of Record Drawings.

11. It is understood and agreed that the calculations, drawings, and specifications prepared pursuant to this Agreement, whether in hard copy or computer format, are instruments of professional service intended for use in the construction of this project. The Owner may retain copies, including copies stored in computer format, for information and reference in connection with the occupancy and use of the project including alterations thereto, expansions thereof and maintenance of the facility.

Because of the possibility that information and data delivered in computer format may be altered, whether inadvertently or otherwise, the Architect reserves the right to retain the original tapes/disks/digital files and to remove from the copies provided to the Owner all identification reflecting the involvement of the Architect in their preparation. The Architect also reserves the right to retain hard copy originals of all project documentation delivered to the Owner in computer format, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Owner is informed by the Architect that the automated conversion of information and data from the system and format used by the Architect to an alternate system or format cannot be accomplished without

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the introduction of inexactitudes, anomalies, and errors. In the event project documentation provided to the Owner in machine readable form is so converted, the Owner agrees to assume all risks associated therewith.

The Owner recognizes that changes or modifications to the Architect's instruments of professional service introduced by anyone other than the Architect may result in consequences which the Architect can neither predict nor control and the Owner agrees to assume all risks associated with such changes or modifications.

E. CONSTRUCTION BID/AWARD PHASE

1. After receiving written authorization from the Owner, the Architect shall proceed with the Construction Bid/Award Phase.
2. The Architect shall prepare such clarifications and addenda to the bidding documents as may be required. The Architect will provide these to the Owner and Project Manager for distribution to qualified plan holders.
3. The Architect will evaluate substitutions proposed by the Contractor and make subsequent revisions to Drawings, Specifications, and other documentation resulting there from.
4. The Project Manager will schedule and conduct two (2) Prebid Conferences (for each construction contract, if applicable) with prospective bidders to review the Project requirements. The Architect shall provide knowledgeable representatives, including representatives of its consultants, to participate in these conferences to explain and clarify Bidding Documents. Within three (3) days after the Prebid Conference the Architect shall deliver to the Owner, if needed an Addendum addressing items requiring clarification or modification to the Contract Documents.
5. The Architect shall assist the Project Manager and the Owner in obtaining or evaluating bids or negotiating proposals and preparing recommendations for the Owner concerning the contract award.
6. Should first bidding or negotiation produce prices in excess of the approved (CPE), the Architect and their subconsultants, shall participate with the Project Manager in such rebidding, renegotiation, and redesign, at no additional expense to the Owner, as may be necessary to obtain price(s) within the approved (CPE) or price(s) acceptable to the Owner. The Owner will assist in reducing project scope or quality, and/or redesign decisions as necessary to reduce the project cost. All redesign and scope reduction must be approved by the Owner, whose approval will not be unreasonably withheld.
7. Should the Architect redesign or conduct rebidding under its responsibilities set out in the preceding paragraph, its Construction Phase and Post Construction Phase services shall be extended to take redesign/rebid delays into account at no additional expense to the Owner.
8. The Architect shall assist the Project Manager in the preparation of the Agreement(s) between Owner and Contractor(s) for the Owner's execution. The Project Manager will coordinate award(s) and Notice(s) to Proceed for the Owner.

F. CONSTRUCTION PHASE

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1. The Construction Phase for each portion of the Project will commence with the award of the Construction Contract and will terminate when the Owner makes the Substantial Completion payment.
2. The Architect shall consult with the Project Manager and the Owner and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Contractor for various portions of the work.
3. The Architect shall review shop drawings, samples, and other submissions of Contractor(s) as well as the Work performed by the Contractor(s) for conformance with the design concept of the Project and for compliance with the Contract Documents. The Architect shall accomplish the review and return of submittals within fourteen (14) calendar days from date of receipt except when authorized by the Project Manager. The Architect shall provide one copy of reviewed submittals to the Project Manager for additional review and comment. In the case of components subject to commissioning review, two copies of the submittals shall be provided.
4. The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the work or in the construction of the owner or of separate contractors, which allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
5. The Project Manager will establish with the Architect procedures to be followed for review and processing of all shop drawings, catalog submissions, project reports, test reports, maintenance manuals, and other necessary documentation, as well as requests for changes and applications for extensions of time.
6. The Architect shall, when requested by the Project Manager, prepare Proposal Request documentation.
7. The Architect shall render to the Project Manager, within three (3) working days unless otherwise authorized by the Project Manager, whose authorization will not be unreasonably withheld, interpretations of requirements of the Contract Documents (R.F.I.'s). The Architect shall make all interpretations consistent with the intent of and reasonably inferable from the Contract Documents. The Architect's decision in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.
8. Should errors, omissions or conflicts in the drawings, specifications or other Contract Documents by the Architect be discovered, the Architect will prepare and submit to the Project Manager, within three (3) working days unless otherwise authorized by the Project Manger, whose authorization will not be unreasonably withheld, such amendments or supplementary documents and provide consultation as may

be required, for which the Architect shall make no additional charges to the Owner.

9. The Project Manager, as the exclusive representative of the Owner throughout this Contract, shall be the single point of contact with any and all Contractors, except when the Project Manager or the Owner shall direct the Architect otherwise. All instructions to the Contractor(s) shall be issued by and through the Project Manager except when the Project Manager directs the Architect otherwise.

10. The Architect will have access to the Work at all times. All site visits, observations and other activities by the Architect shall be coordinated through the Project Manager.

11. The Architect and its consultants (including, but not limited to, the structural, mechanical and electrical disciplines) shall make such periodic visits to the Project site as may be necessary to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such onsite observations, the Architect and its consultants shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. If the Architect observes any work that does not conform to the Contract Documents, the Architect shall promptly make an oral and written report of all such observations to the Project Manager. The Architect and its consultants shall not be required to make exhaustive or fulltime onsite observations to check the quality or quantity of the Work, but shall make as many observations as may be reasonably required to fulfill their obligations to the Owner. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, and shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

12. Periodic visits of the Architect shall be not less than once weekly, timed to coincide with the weekly construction progress meeting with the Contractor. Each engineering discipline shall make visits timed to coincide with the work applicable to its discipline. During critical work phases, each engineering discipline may be required to make visits timed to coincide with the construction progress. The engineering disciplines shall prepare and submit a report on each visit, submitted via the Architect to the Project Manager within three (3) working days of the visit.

13. The Architect shall render written field reports relating to the periodic visits and observations of the Project required by paragraph 11 within three (3) working days to the Project Manager.

14. Based upon observations at the site and upon the Contractor's applications for payment, the Project Manager and Architect shall determine the amount owing to the Contractor(s), pursuant to the terms of the Owner/Contractor Agreement. The Project Manager shall consult with the Architect in the determination of the amount due the Contractor and the Architect shall sign the Certificate of Payment prior to the time the Project Manager transmits it to the Owner.

15. The Architect's signing of a Certificate of Payment shall constitute a representation by the Architect to the Owner, based upon the Design Architect's observations at the site and the data comprising the Application for Payment that the Work has progressed to the point indicated, that to the best of the Architect's knowledge, information and belief, the quality of the Work appears to be in accordance with the Contract Documents (subject to: an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; the results of any subsequent tests required by the Contract Documents; minor deviations from the Contract Documents correctable prior to completion; and to any specific qualifications stated in the Certificate for Payment), and that the Contractor is entitled to payment in the amount certified. However, if it should later be found that the Contractor has failed to comply with its contract with the Owner in any way or detail, such failures and subsequent compliance shall be the sole

responsibility of said Contractor. By signing a Certificate for Payment to the Owner, the Architect shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Construction Contract Sum.

16. If, in accordance with its duty, the Architect advises the Project Manager of nonconforming work as stated in paragraph 10, the Architect shall confirm the nonconformance in writing to the Project Manager within three (3) days of observation.

17. The Architect and Project Manager, through the Architect, shall have the authority to reject work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

18. The Architect shall assist in obtaining governing agency occupancy approval if any exceptions arise related to the design or specified materials.

19. When the Contractor provides notification that the Work or portions of the Work are substantially complete, the Architect and its consultants shall review the Work or portions of the Work and prepare and submit to the Project Manager a Certificate of Substantial Completion along with all punch lists of the Work of the Contractor(s) which is not in conformance with the Contract Documents. The Project Manager shall transmit such punch lists to the Contractor(s). Substantial Completion will be defined to mean the date certified by the Architect and Project Manager when the work has sufficiently progressed, in accordance with the Contract Documents, so the Owner can fully occupy and utilize the Work or designated portion thereof for the use intended, with all parts and systems operable as required by the Contract Documents and where all work is complete, accessible, operable and usable by the Owner. Only incidental corrective work under "punch lists", commissioning reports and final cleaning, (if required beyond cleaning needed for the Owner's full use), may remain for Final Completion. The Owner may request that the Architect inspect and prepare a punch list on any portion of the Work.

20. The Architect shall assist the Project Manager in preparing Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving any adjustments in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents. The Project Manager will issue all Change Orders and Construction Change Directives to the contractor.

G. POST CONSTRUCTION PHASE

1. The Post Construction Phase will commence upon the issuance of the Substantial Completion Certificate and shall be completed upon the expiration of the guarantee/warranty period.

2. The Architect shall prepare a set of reproducible, record prints of drawings showing significant changes in the Work made during the construction process, based on neatly and clearly marked up contract drawings, prints, and other data furnished by the Contractor(s) and the applicable Addenda, Clarifications, and Change Orders which occurred during the Project. The Architect shall redraft and transfer all the data furnished by the Contractor to record documents showing all significant changes in the

work not merely copy the marked-up contract drawings provided by the Contractor. These record documents (“as-builts”) shall be completed and delivered to the Owner no later than thirty (30) days after receipt from the Contractor. The Architect shall provide two (2) copies of record prints, CADD and PDF on readable electronic devices approved by the Owner.

3. The Architect shall provide assistance in the original operation of any equipment or system such as initial startup, testing, adjusting and balancing.

4. The Architect and/or its consultants shall observe and review test data of the original operation of any equipment or system such as initial startup testing, adjusting and balancing to make sure that all equipment and systems are properly installed and functioning in accordance with the design and specifications.

5. The Architect shall review the Contractor furnished maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection as required by the Construction Documents and forward all approved copies to the Project Manager for use by the Owner. In addition, the Architect shall conduct such observations as necessary to ensure all material and equipment warranties are in compliance with applicable specifications.

6. The Architect and its consultants shall conduct up to two (2) comprehensive Final Completion inspections per construction contract at the request of the Owner. If more than two (2) Final Completion inspections are required, through no fault of the Architect, the additional inspections shall be deemed additional services.

7. Upon correction of the deficiency reports (“punch lists”), commissioning logs and acceptance of all other closeout submittals and certificates of the Contractor, the Project Manager and the Architect shall approve the Application for Final Payment and forward it to the Owner for execution.

8. The Architect and its consultants shall conduct an inspection of the Project ten (10) working days prior to warranty expiration and provide to the Owner a written report specifying any warranty deficiencies which may exist.

-EXHIBIT D-

ADDITIONAL SERVICES

Any Additional Services must be authorized in advance by the Owner in writing, the Architect shall furnish or obtain from others the authorized services. The Architect shall be paid for these additional services by the Owner as herein provided to the extent they exceed the obligations of the Architect under this Agreement. Examples of potential additional services are as follows:

1. Providing financial feasibility or other special studies.
2. Providing planning surveys or alternative site evaluations.
3. Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project other than general planning and Master Planning for future work as indicated by the Program of Requirements.
4. Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given by the Owner or are due to causes beyond the control and without the fault and negligence of the Architect or its consultants or agents.
5. Preparing supporting data and other services in connection with an Owner initiated change order if the Basic Compensation is not commensurate with the services required of the Architect.
6. Providing operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operations other than initial startup.
7. Providing soils sampling, classification and analysis; however, analysis of existing soils information and soils analysis during the Design Phase and recommendations needed during the Construction Phase of the Project are not considered additional services.
8. Preparing to serve or serving as an expert witness for the Owner in connection with any public hearing, arbitration proceeding or legal proceeding; however, preparing to serve or serving as a fact witness for the Owner or rendering testimony necessary to secure governmental approval of zoning or land use clearances for the Project shall not constitute an additional service.
9. Providing professional services made necessary by the default of a Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.
10. Providing surveying services such as platting; mapping; subdivision agreements or recording subdivision plats.
11. Providing additional or extended services during construction made necessary by (a) defective work of the Contractor; (b) prolongation of the Construction Contract time by more than 90 days, provided the prolongation is not due to the fault or negligence of the Architect, its employees, consultants or agents and (c) default under the Construction Contract due to delinquency or insolvency.
12. Providing more than two (2) complete Substantial Completion (punch-list) inspections attended by

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all disciplines and more than two (2) Final Completion inspections, per Construction Contract.

13. Providing additional services and costs necessitated by out-of-town travel required by the Architect and approved by the Owner other than visits to the Project and other than for travel required to accomplish the Basic Services.
14. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practices consistent with the terms of this Agreement.
15. Providing design and engineering of any work outside the property line.
16. Providing any services after completion of Post Construction phase as defined in Attachment C, Paragraph G1.
17. Providing services in connection with evaluating substitutions proposed by the Contractor once under constructions and making subsequent revisions to the Drawings, Specifications, and other documentation resulting therefrom.
18. Providing consultation concerning replacement of Work damaged by fire or other causes during construction, and furnishing services required in connection with the replacement of such work.
19. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Construction Contract.
20. Providing services in evaluating an extensive number of claims, not related to any Architect's design errors and omissions, submitted by the Contractor or others in connection with the work.
21. Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase except as outlined in Paragraph 3.1.2.
22. Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
23. Providing detailed quantity surveys or inventories of materials, equipment and labor.
24. Providing analyses of owning and operating costs.
25. Providing services of consultants other than provided as a part of Basic Service