**REQUEST FOR PROPOSAL**

**ORS 279B PROJECT MANAGEMENT**

**SERVICES CONTRACT**

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**SUBMITTAL DEADLINE: 1:00 P.M. PST July 21, 2022**

**Sunriver Service District**

**Sunriver, Oregon**

CONTACT:

Mindy Holliday, SSD Board Administrator

Sunriver Service District

Phone: (541) 593-8622

Email: [SSDAdmin@sunriversd.org](mailto:SSDAdmin@sunriversd.org)

**SUNRIVER SERVICE DISTRICT**

**REQUEST FOR PROPOSALS**

**Owner’s Representative/Project Management Services**

Sunriver Service District (District) is requesting sealed proposals from qualified persons to provide Owner’s Representative/Project Management Services to oversee remodel, renovation and additions to the existing 12,750 square foot Sunriver Fire Department Station to build a combined 31,589 +/- square feet Public Safety Building housing the Sunriver Police Department and Fire Department.

Interested parties will prepare and submit proposals meeting the requirements of the District’s Request for Proposals (RFP) for consideration by District. It is the District’s intent to select the most advantageous proposal(s) based on the evaluation criteria set forth in the RFP. No prequalification will be required for contract award. Proposals will be received by the District until closing at 1:00 p.m., July 21, 2022.

A copy of the RFP, including all contract terms, conditions and specifications may be obtained on the District’s website at [www.sunriversd.org](http://www.sunriversd.org), at the District Office – 57455 Abbot Drive, Sunriver, OR 97707, or by calling (541) 593-8622, from June 29, 2022, until the closing date. Proposals must be sealed and submitted to the District’s address, above, to Mindy Holliday, SSD Board Administrator, and clearly marked “Confidential: Owner’s Representative/Project Management Services Proposal.”

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| **I. GENERAL INFORMATION** |

1. **INTRODUCTION**

Sunriver Service District (District) is soliciting proposals from qualified firms and individual professionals to enter into an Owner’s Representative/Project Management (OR/PM) Services Contract with District. Contracted services may include, but are not necessarily limited to, the items listed in Article I.D. of this RFP. Services include supervising work produced by District consultants and contractors.

Proposers need not be licensed to provide architectural design services in the State of Oregon nor a member of the Oregon State Board of Architect Examiners (OSBAE) or the Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS).

1. **BACKGROUND**

The Public Safety Building Project (Project) includes new construction, renovations and additions to the existing Sunriver Fire Department. The current fire station was built in 1995 and the Police Department is housed in approximately 2000 square feet of office space connected to the adjacent SROA Administrative Building. Both departments lack many features required for an “Essential Facility.” Public Safety is a critical service, requiring a facility that meets those standards. The existing 12,750 square foot Sunriver Fire Department Station will be renovated and expanded to construct a combined 31,589 +/- square foot Public Safety Building to house both the Sunriver Police Department and Fire Department.

The **Total Project Cost** for the Project **shall not** exceed $18,000,000, *including* a $2,000,000 owners contingency. Project cost is estimated at $16,000,000 (100%), with $11,200,000 actual construction cost (70%) and $4,800,000 in “soft” costs (30% of which is allocated to design and management fees, plus furniture, fixtures and equipment).

Awardees must be prepared to work with District Project teams consisting of the Consultant, design team and construction manager/general contractor (CM/GC) to perform the work. Teamwork will be of particular importance to complete Project on schedule and within budget. Proposers should also be familiar with Oregon Prevailing Wage Rate laws wage requirements and associated rules and regulations.

1. **ANTICIPATED SELECTION SCHEDULE**

District anticipates the following general timeline for its selection process. A voluntary Pre-Proposal Project Overview meeting will be held on July 6 at 1:00 PM at 57475 Abbot Drive, Sunriver, Oregon. The District reserves the right to change this schedule.

Advertise and Issue RFP June 29, 2022

Optional Pre-Submittal Conference July 6, 2022 at 1:00 PM

Question Submittal Deadline July 13, 2022 by 4:00 PM

Replies Issued July 18, 2022 by 4:00 PM

Deadline for Submittal of Proposals July 21, 2022 at 1:00 PM

Interviews (if desired by District) August 5,2022

Project Awarded August 8, 2022

Execution of Agreement with Firm August 19, 2022

Ground Breaking – Construction Begins May 1, 2023

Project Completion November 1, 2024

1. **SCOPE OF SERVICES**

The following statement of work describes the services Proposers may be asked to provide to District. District will compensate Consultant for the following outlined services based on the awarded OR/PM Services Contract, which shall include hourly rates and a fee schedule. During the course of the Project, a Consultant may be expected to be available on a daily basis for consultation.

The scope of services for the OR/PM Services Contract may include, but is not limited, to:

1. OWNER REPRESENTATIVE/PROJECT MANAGER’S BASIC SERVICES. The Owner Representative/Project Manager (OR/PM) shall perform the Basic Services set forth in this Project Description. The Basic Services shall be performed under and in accordance with the Project Contract and associated Documents (Project Documentation).
   1. BASIC SERVICES. The Basic Services need not be performed in the order in which they are described.
   2. PRELIMINARY OVERALL PROJECT COST. Prepare a preliminary overall Project budget, including detailed soft costs, and develop spending projections through all Project phases.

1.3 CASH FLOW. Work with District to develop operating cash flow projections for the Project and organization.

* 1. FUNDING. Assist District with matters relating to administration of funding for the Project.
  2. PRIORITIZE NEEDS. Work with the District, Design Team, and CM/GC (Project Team) to help identify and prioritize Project needs throughout Project with respect to value engineering.
  3. OVERALL PROJECT COST. Work with the District, Design Team, and CM/GC throughout Project to assure that the Overall Project Cost (OPC), including Soft Costs, is within the allocated budget.
  4. ACCOUNTABILITY TO BOARD. Prepare a monthly report to the Sunriver Service District Board regarding Project progress, including schedule and financial updates, at regularly scheduled Board meetings and additional meetings, as required. Board meetings are generally held on the third (3rd) Thursday of each month at 3:00 p.m. (subject to change).

* 1. PROJECT REPORT TO COUNTY. Prepare a monthly report to Deschutes County based on abbreviated report in 1.7, above.
  2. TEAM APPROVAL LIAISON. Act as liaison for Project Team members and authorizing agencies to obtain land use approvals, building permits and other governmental approvals, authorizations, and signoffs as necessary for the design, construction and operations of the Project.
  3. TEAM LIAISON. Act as key liaison between the District and the Project Team for all matters related to the Project, including matters involving the Design Team, consultants, the CM/GC and vendors.
  4. PAY APPLICATIONS. Review and approve all applications for payment from Districts direct consultants (Geotech, Survey, Furniture, Fixtures and Equipment etc.), Design Team and CM/GC. Generate monthly draw request for District.
  5. PROJECT RECORD DOCUMENTATION. Maintain comprehensive Project records for District’s use throughout Project.
  6. CLAIMS/DISPUTES. Advise District on resolution of claims and disputes.

1. PRE-DESIGN PLANNING

2.1 CM/GC PROCUREMENT. Organize and conduct the procurement of a CM/GC. Tasks include, but are not limited to: working with District’s legal counsel to generate RFP, associated CM/GC contract and General/Supplemental Conditions (such incurred legal costs are District’s responsibility); checking references; analyzing fees; managing the selection and interview process (the District shall establish a Selection Committee which shall make final recommendation to the District Board); attending interviews; and contract negotiations.

2.2 THIRD-PARTY CONSULTANTS. Organize and conduct the procurement of other consultants as needed, such as environmental consultant, geotechnical engineer, surveyor, land use consultant, traffic engineer, special testing etc. Project Manager will draft Agreements and monitor the activities of these third-party contractors.

* 1. INSURANCE VERIFICATION. Review all insurance documents and worker’s compensation policies from all members of the Project Team.
  2. OVERALL PROJECT BUDGET. Together with the Design Team and the CM/GC, prepare a preliminary Overall Project Budget, including all construction and soft costs to be maintained and updated regularly throughout the Project.
  3. BUDGET ALIGNMENT. Work with the Project Team to outline critical design goals for a successful Project and refine the Scope of Work to be within the District’s budget.
  4. COMMUNITY INFORMATION. Help coordinate and plan communication and meetings (if required) with affected neighbors as needed.
  5. SUNRIVER DESIGN REVIEW. Coordinate the approval of the Sunriver Homeowner’s Design Review Committee. Review current Preliminary Plans with Committee for initial input.
  6. INITIAL PROJECT SCHEDULE. With the Project Team, determine an overall Project schedule. Determine if fast track design / construction is warranted and incorporate, if advantageous.
  7. TEMPORARY RELOCATION. Working with the CM/GC, District and Fire Chief, manage and coordinate all aspects of the temporary relocation of the fire department living facilities (potentially onsite, to the south of the existing apparatus bays), include temporary mobile housing relocation to provide documentation for location, utility connections, and obtain permits and approvals.
  8. PARTIAL ACCESS TO APPARATUS BAYS. Work with CM/GC to ensure District usage of two (or three, as needed) apparatus bays for fire and ambulance vehicles and equipment storage during construction.
  9. DESIGN PHASE
  10. PROGRESS MEETINGS. Conduct bi-weekly (or weekly, as needed) Project Team meetings throughout the design phase. Assist Design Team to prepare and promptly distribute minutes of the Project Team meetings.
  11. COMMUNICATIONS. Coordinate communications and documentation of the Project activities, keeping the District informed of progress, issues, and solutions of the work of the Project. Monitor Project budgets, schedules, correspondence, and other tools to communicate and document the progress of the work of the Project.
  12. FF&E. Confirm and document building-related Furniture, Fixtures and Equipment requirements and identify appropriate responsibilities for procurement and installation for all equipment. Prepare furniture, security and equipment solicitations and Vendor submittal requirements. Assist with building furniture, security and equipment installation (Interior Design).
  13. I.T. REQUIREMENTS. Confirm and coordinate Project-related data and Information Technology requirements.
  14. LONG LEAD ITEMS. With Project Team, identify long lead items and coordinate procurement.
  15. VERIFICATION OF NEEDS SATISFACTION. Work with the District and other stakeholders to ensure that the Project design and technical specifications meet user and stakeholder needs.
  16. SUSTAINABILITY. Advise District on the potential costs associated with sustainability benchmarks. Assist in identifying any available financial incentives for sustainability measures. While obtaining LEED or other green building certification is not required, the District desires to incorporate as much sustainability as possible, subject to budget constraints.
  17. “OVER THE SHOULDER” REVIEWS. Facilitate “Over The Shoulder” (ALL Project Team members present throughout entire Review sessions to give input on all aspects of work affecting theirs) document review sessions with Project Team after Schematic Design, Design Development, and Construction Document plan sets are produced (as well as any fast-track packages if used). Review and comment on the design deliverables relative to functionality, constructability, budget conformance, operating and maintenance performance and other applicable criteria. Track all design issues and resolutions in a detailed log.
  18. BUDGET ALIGNMENT. Work with Project Team to analyze cost estimates throughout and at key milestones of the Project—Pre-Design, Schematic Design, 50% and 100% Design Development, and 50% and 90% Construction Documents (or additional, if necessary) and identify strategies to align the costs with the building program and Project budget. Work with Project Team to develop a Value Engineering (VE) log that details proposed VE items, identifies potential cost savings and summarizes the analysis and decision points.
  19. OVERALL PROJECT BUDGET. Working with the Project Team, update the Overall Project Budget for all hard and soft costs anticipated for the Project concurrent with 3.9, above. Utilize the budget for continued monitoring of costs. It is critical that the Overall Project Cost, including soft costs, is carefully monitored throughout the Project to assure the Project is within budget.
  20. DISTRICT DECISIONS. Facilitate District directives. Assist the District in seeking, gaining, and coordinating required decisions.
  21. OVERALL PROJECT SCHEDULE. With the Project Team, refine a detailed schedule for completion of the Project. Consistently monitor progress against the schedule, identify opportunities to improve the schedule, and encourage all parties to maintain the schedule.
  22. With assistance from District, plan and attend community outreach meetings, as requested. Assist District with coordination of outreach to stakeholders, as needed.
  23. ADA, BUILDING CODE AND OTHER REQUIREMENTS. Verify that Design Team has review design documents through each phase of development for conformance to Project, the Americans with Disabilities Act, local building codes, building standards for public buildings, and District requirements. Provide timely feedback on these issues to the Project Team.
  24. SPECIFICATION GENERAL CONDITIONS. The OR/PM shall assist in the preparation of the General and Supplemental Conditions of the Construction Contract.
  25. GUARANTEED MAXIMUM PROJECT COST (GMP). When the Project Team deems appropriate, assist with the determination of the GMP and document contractually, as required. (Potentially at the end of the Design Development phase).

4.0 CONSTRUCTION PHASE

4.1 ADDENDA. Coordinate and review Addenda prepared by the Design Team and issued during subcontractor bidding.

4.2 CONSTRUCTION SUBCONTRACTOR SELECTION. Review CM/GC’s proposed subcontractors with CM/GC to assure quality reputation and ability to perform the work in a timely manner within contract cost.

4.3 CONSTRUCTION CONTRACTS. Review CM/GC’s construction contracts to verify completion and insurance requirements.

4.4 PREVAILING WAGE. Project will be subject to Oregon prevailing wage requirements. Ensure compliance with BOLI prevailing wage and documentation requirements.

4.5. PERMITS, BONDS AND INSURANCE. The OR/PM shall verify that the required permits, bonds and insurance, have been obtained.

4.6 ON-SITE MANAGEMENT AND CONSTRUCTION PHASE COMMUNICATION PROCEDURES. The OR/PM shall provide on-site contract administration as an agent of the District, and the OR/PM shall establish and implement coordination and communication procedures among the OR/PM, District, Design Team and CM/GC.

4.7 CONTRACT ADMINISTRATION PROCEDURES. The Design Team shall establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents: shop drawings, samples and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs. The OR/PM will receive copies of all such documents after the Design Team has reviewed them and prior to their final approval/acceptance.

4.8 PROJECT SITE MEETINGS. Periodically the OR/PM shall conduct meetings at the Project site with the CM/GC and subcontractors currently working on site. The OR/PM shall also conduct coordination meetings with the CM/GC, the District and the Design Team once per week or as necessary. The OR/PM shall review and approve minutes prepared and distributed by the CM/GC to all attendees, the District and Design Team.

4.9 COORDINATION OF OTHER INDEPENDENT CONSULTANTS. The OR/PM shall coordinate technical inspection and testing provided by others. The OR/PM shall receive a copy of all inspection and testing reports and shall provide a copy of such reports to the Design Team. The OR/PM shall not be responsible for providing, nor shall the OR/PM control, the actual performance of technical inspection and testing.

4.10 MINOR VARIATIONS IN THE WORK. The OR/PM may authorize minor variations in the Work from the requirements of the Contract Documents that do not involve an adjustment in the contract price or time and which are consistent with the overall intent of the Contract Documents. The OR/PM shall provide to the Design Team copies of such authorizations.

4.11 CHANGE ORDERS. The OR/PM shall establish and implement a change order control system. All changes to the Contract between the District and CM/GC shall be only by change order approved by the District.

4.12 DISTRICT-INITIATED CHANGES. All proposed changes shall first be described in detail by the OR/PM in a request for a proposal issued to the CM/GC. The request shall be accompanied by drawings and specifications prepared by the Design Team. In response to the request for a proposal, the CM/GC shall submit to the OR/PM for evaluation detailed information concerning the price and time adjustments, if any, as may be necessary to perform the proposed change order work. The OR/PM shall review the CM/GC’S proposal, shall discuss the proposed change order with the CM/GC, and endeavor to determine the CM/GC’S basis for the price and time proposed to perform the work.

4.13 CM/GC INITIATED CHANGES. The OR/PM shall review the contents of all CM/GC requested changes to the contract time or price, endeavor to determine the cause of the request, and assemble and evaluate information concerning the request. The OR/PM shall provide to the Design Team a copy of each change request, and the OR/PM shall in its evaluations of the CM/GC’s request consider the Design Team’s comments regarding the proposed changes.

4.14 CHANGE ORDER DOCUMENTATION. The OR/PM shall make recommendations to the District regarding all proposed change orders. At the District’s direction the OR/PM shall prepare and issue to the CM/GC appropriate change order documents. The OR/PM shall provide to the Design Team copies of all approved change orders.

4.15 QUALITY REVIEW. The OR/PM shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to assist in guarding the District against work by the CM/GC that does not conform to the requirements of the Contract Documents. The OR/PM shall reject any portion of the Work and transmit to the District and CM/GC a notice of nonconforming work when it is the opinion of the OR/PM, District, or Design Team that such work does not conform to the requirement of the Contract Documents

4.16 MASTER SCHEDULE. The OR/PM shall adjust and update the Master Schedule and distribute copies to the District and Design Team. All adjustments to the Master Schedule shall be made for the benefit of the Project.

4.17 GM/CG CONSTRUCTION SCHEDULE. The OR/PM shall review the CM/GC’s Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the Master Schedule.

4.18 CONSTRUCTION SCHEDULE REPORT. The OR/PM shall, on a monthly basis, review the progress of construction of the CM/GC, shall evaluate the percentage complete of each construction activity as indicated in the CM/GC Construction Schedule and shall review such percentages with the CM/GC. This evaluation shall serve as data for input to the periodic Construction Schedule report that shall be prepared and distributed by the CM/GC. The report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the CM/GC. The OR/PM shall advise and make recommendations to the District concerning the alternative courses of action that the District may take in its efforts to achieve Contract compliance by the CM/GC.

4.19 EFFECT OF CHANGE ORDERS ON THE SCHEDULE. Prior to the issuance of a change order, the OR/PM shall determine and advise the District as to the effect on the Master Schedule of the change. The OR/PM shall verify that activities and adjustments of time, if any, required by approved change orders have been incorporated into the CM/GC Construction Schedule.

4.20 RECOVERY SCHEDULES. The OR/PM may require the CM/GC to prepare and submit a recovery schedule as specified in the Contract Documents.

4.21 SCHEDULE OF VALUES. The OR/PM shall, in participation with the CM/GC, determine a Schedule of Values for the Construction Contract. The Schedule of Values shall be the basis for the allocation of the contract price to the activities shown on the CM/GC’s Construction Schedule.

4.22 ALLOCATION OF COST TO THE CM/GC’s CONSTRUCTION SCHEDULE. The CM/GC’s Construction Schedule shall have the total contract price allocated by the CM/GC among the CM/GC’s scheduled activities so that each of the CM/GC’s activities shall be allocated a price and the sum of the prices of the activities shall equal the total contract price. The OR/PM shall review the contract price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Progress payments to the CM/GC shall be based on the CM/GC’s percentage of completion of the scheduled activities as set out in the Construction Schedule reports and the CM/GC’s compliance with the requirements of the Contract Documents.

4.23 EFFECT OF CHANGE ORDERS ON COST. The OR/PM shall advise the District as to the effect on the Project and construction budget of all proposed and approved change orders.

4.24 COST RECORDS. In instances when a lump sum or unit price is not determined prior to the District’s authorization to the CM/GC to perform change order work, the OR/PM shall request from the CM/GC records of the cost of payroll, materials and equipment and the amount of payments to each subcontractor incurred by the CM/GC in performing the Work.

4.25. PROGRESS PAYMENTS. The OR/PM shall review the payment applications submitted by the CM/GC and determine whether the amount requested reflects the progress of the CM/GC’s work. The OR/PM shall make appropriate adjustments to each payment application and shall prepare and forward to the District a progress payment report. The report shall state the total contract price. Payments to date, current payment requested, retainage and actual amounts owed for the current period.

4.26 CHANGE ORDER REPORTS. The OR/PM shall prepare and distribute monthly Change Order Reports. The report shall list all District-approved change orders by number, a brief description of the change order work, the cost established in the change order and percent of completion of the change order work. The report shall include similar information for change orders the OR/PM anticipates.

* 1. DISTRICT’S CONTINGENCY MANAGEMENT. Assist District with managing Project contingency and completing Project within available budget.
  2. FF&E VERIFICATION. Review and approve furniture, fixtures and equipment specification to determine conformance with the Project.
  3. FF&E PURCHASE. Prepare and maintain a furniture, fixtures and equipment purchase and delivery schedule and monitor the performance of vendors against that schedule.
  4. FF&E INSTALLATION. Manage the installation of the furniture, fixtures and equipment.

5.0 POST CONSTRUCTION PHASE

5.1 PROJECT COMPLETION. Assisting with Project completion and closeout, including scheduling and monitoring Project punch list activities including: completion of the work by the CM/GC and the final inspection of the work by the Design Team; verifying CM/GC’s transmittal to the District of required guarantees, affidavits, releases, bonds and waivers, and delivery of all keys, manuals, record drawings, building operations and training classes / materials. OR/PM will verify and confirm delivery of maintenance stocks to the District and assist in negotiation of final Project costs and process the final Payment Application.

* 1. COMMISSIONING. Develop and monitor commissioning of the Project, as required.
  2. RECORD DOCUMENTS. The OR/PM shall coordinate and expedite submittals of information from the CM/GC for preparation of record drawings and specifications by the Design Team in printed and electronic format and shall coordinate and expedite the transmittal of such record documents to the District.
  3. SUBSTANTIAL COMPLETION. In consultation with the Design Team, the OR/PM shall determine when the Project and the CM/GC’s work is substantially complete, shall issue a Certificate of Substantial Completion and shall provide to the District a written recommendation regarding payment to the CM/GC.
  4. FINAL COMPLETION. In consultation with the Design Team, the OR/PM shall determine when the Project and the CM/GC’s work is finally completed, shall issue a Certificate of Final Completion and shall provide to the District a written recommendation regarding payment to the CM/GC.

5.6 OPERATION, MAINTENANCE MATERIALS AND CERTIFICATES. Prior to the final completion of the Project, the OR/PM shall, with assistance from the CM/GC, compile manufacturer’s operation and maintenance manuals, warranties, guarantees and certificates for materials and equipment installed in the Project. The OR/PM shall review for completeness, and index and bind such documents in an organized manner. This information shall be provided to the District, and the Design Team.

* 1. OCCUPANCY PERMITS. The OR/PM shall assist the District in obtaining an occupancy permit by coordinating final testing, preparing and submitting documentation to governmental agencies, and accompanying governmental officials during inspections of the Project.
  2. CHANGE ORDERS. The OR/PM shall continue during the Post-Construction Phase to provide services related to change orders.
  3. 11-MONTH WARRANTY REVIEW. The OR/PM shall participate in an 11-month warranty review walk through with the District and Design Team to document work to be completed or corrected by the CM/GC.
  4. CLOSE OUT REPORTS. At the conclusion of the Project, the OR/PM shall prepare and deliver to the District Final Project Accounting and close out reports.

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| **II. PROPOSAL INSTRUCTIONS** |

1. **PROPOSAL SUBMITTAL AND DUE DATE**

Proposers shall provide one original and five (5) hard copies plus one electronic version on a flash drive (.pdf format) of proposer’s proposal in a sealed envelope clearly marked: “Confidential: Owner’s Representative/Project Management Services Proposal.”

Proposals shall be submitted by 1:00 p.m. on July 21, 2022 to:

Mindy Holliday, SSD Board Administrator

Sunriver Service District

57455 Abbot Drive

P.O. Box 2108

Sunriver, OR 97707

In addition, the date and name and address of the proposer must appear on the outside of said envelope.

Proposals shall be organized as specified in Article II.E, Proposal Contents. District assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not delivered by the above specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

**B. INQUIRIES**

Questions concerning this RFP should be submitted to:

Mindy Holliday, SSD Board Administrator

Sunriver Service District

57455 Abbot Drive

P.O. Box 2108

Sunriver, OR 97707

(541) 593-8622

[SSDAdmin@sunriversd.org](mailto:SSDAdmin@sunriversd.org)

**C. RESERVATION OF RIGHTS**

District reserves the right to:

* + - * 1. Seek clarifications of each proposal.
        2. Negotiate a final contract that is in the best interest of the District and the public.
        3. Reject any or all proposals.
        4. Postpone or cancel this RFP at any time if doing so would be in the public interest, as determined by District in its sole discretion.
        5. Award an Owners Representative/Project Management services contract to one proposer based on the evaluation criteria set forth in this RFP.
        6. Waive minor informalities contained in this RFP or any proposal, when, in District’s sole judgment, it is in the District’s best interest to do so.
        7. Request any additional information District deems reasonably necessary to allow District to evaluate, rank and select the most qualified proposer to perform the services described in this RFP.
        8. Reject any proposal from a proposer that, if awarded the contract, would be in violation of ORS 279C.307.

**D. PROTESTS**

Proposers are directed to the solicitation and award protest procedures contained in OAR 137-048-0240.

1. **PROPOSAL CONTENTS**

Proposal shall be prepared simply and economically, providing a straightforward, concise description of Proposer’s capabilities to satisfy the requirements of this RFP and shall be limited to no more than 20 single sided pages with a minimum of 11-point font, single line spaces. Page count does not include covers, table of contents, divider pages, resumes, insurance certificates or exhibits. Proposals should be prepared in generally the following format and shall include, at a minimum, the following items:

* + 1. **Cover letter / statement of interest:** Include cover letter, signed by a duly authorized agent of the company/individual, expressing the firm’s or individual’s overview, office location, service area, and interest and understanding of the services outlined within this RFP.

**2. Firm Experience:**

a. Firm’s years in business.

b. Describe your firm’s prior experience with Projects using a CM/GC contracting method.

* Provide examples of at least three (3) relevant projects completed by Proposer within the last five (5) years, including:
  + - Project Name and Location
    - Summary of Scope/Services Provided
    - Project Size and Construction Value
    - Duration of Project
    - Name and contact information for reference (Owner, Project Manager, Chief etc.)

c. Describe the coverage level and provider of your professional liability insurance, confirming compliance with the contract requirements set forth in Appendix A, Section 7. Include proof of insurance coverage.

* + 1. **Project Manager:**

1. Identify the specific personnel to whom responsibility for the District’s Project will be assigned, including individual name(s), title(s), role(s), and relevant experience. Identify the lead Project manager and provide three reference contact and phone numbers for that lead. Confirm that OR/PM key staff assigned to District’s Project will not be assigned other commitments that may prevent timely performance of District’s scope of work.
2. Identify the Project Manager’s home base location and travel time required for this Project.
3. Discuss how your firm is best suited for this Project.
   * 1. **OR/PM Project Methodology and Approach:**
4. Describe your firm’s philosophy of service as the District’s representative.
5. Describe your firm’s approach to effective project communications, collaborative team management, and the Project manager’s role as the District’s representative to coordinate services of the design team and work of the CM/GC to achieve District’s Project goals.
6. Describe your firm’s approach/methodology to effectively manage the District’s expectations and the Project budget, schedule and quality of work. Demonstrate Project understanding by submitting a proposed approach to the Project including key activities, milestones, possible design concepts, potential challenges and areas of concern. The District may not award a CM/GC contract for up to six (6) weeks before the OR/PM contract award. ***Describe what Proposer can accomplish with or without the Design Teams assistance in the interim***. Proposers are encouraged to provide a proposed Scope of Work, if needed, to augment Exhibit C to Appendix A.
7. Describe what special services, systems or qualifications your firm has that would benefit the District in carrying out its Project.
8. Describe your firm’s process for selecting sub-consultants, and CM/GCs.
9. Describe your firm’s process for managing and reporting the Project budget.
10. Include with your proposal a sample overall Project budget report including construction and soft costs. (Sample budget to be added in appendix and not included in RFP page count.)
11. Example of how proposer can work with the District to incorporate sustainability subject to budgetary constraints, per RFP Section I(D)(3.7).
12. Exceptions: Any and all exceptions to this RFP shall be noted on a Section entitled “Exceptions” and submitted with Proposer’s proposal.
13. Availability: Confirmation that the Proposer will make available the necessary personnel for this work. This should include the proximity of personnel to the District, and affirmation that such personnel can respond to District inquiries and/or be onsite within a maximum of 24-hours.
14. Proposal Criteria: Any additional information or materials required to address all evaluation criteria established in Section III, Proposal Evaluation.

**5. Fee Structure:** Describe your proposed fee and fixed fee structure, hourly rates, escalation rates and expense structure for construction project management services. Break down by Scope of Services phases.

1. **PUBLIC RECORDS**

All proposals submitted are the property of District, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279C.107. Accordingly, proposals received and opened shall not be available for public inspection until after District has executed an Owner’s Representative/Project Management Services Contract. Thereafter, except for information marked “Proprietary,” all documents received by District shall be available for public disclosure. District will attempt to maintain the confidentiality of materials marked “Proprietary” to the extent permitted under the Oregon Public Records law.

1. **COSTS**

Proposers responding to this RFP do so solely at their own expense.

1. **ADDENDUM TO THE REQUEST FOR PROPOSALS.**

In the event that it becomes necessary to revise any part of this RFP prior to closing, District will not mail notice of Addenda, but will publish notice of any Addenda on District’s website. Addenda may be downloaded off the District’s website. Proposers should frequently check the District’s website [www.sunriversd.org](http://www.sunriversd.org) until Closing, i.e., at least once weekly until the week of Closing and at least once daily the week of Closing. Except to the extent required by a countervailing public interest, the District shall not issue Addenda less than 72 hours before the Closing, unless the Addendum also extends the Closing. Proposers will evidence receipt of all Addenda via signed submittal of Appendix C, Acknowledgement of Addenda.

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| **III. PROPOSAL EVALUATION** |

1. **MINIMUM QUALIFICATIONS**

District will review proposals received to determine whether or not each proposer meets the following minimum qualification:

* An Equal Opportunity Employer and otherwise qualified by law to enter into the attached Project Management Services Contract, as evidenced by submittal of Appendix B, Certificate of Nondiscrimination.

1. **EVALUATION CRITERIA**

Proposals meeting the above minimum qualifications will be evaluated by the District using the following criteria:

**Maximum**

**Points**

1. Firm: Demonstrated recent successful experience similar public

project management by the proposing firm. **(25)**

1. Dedicated Project Manager: Demonstrated recent successful experience

in construction project management in a team environment by the

proposed lead project manager. **(25)**

3) Methodology and Approach: Knowledge and understanding of the

required services as shown through the proposed approach to

managing the roles and responsibilities. Ability to effectively manage

budgets, schedules and quality on behalf of the District. Ability to

represent District’s interests in all phases of the projects. **(30)**

1. Fee **(30)**
2. Availability and capability to manage the commissioning services **(15)**

described in this RFP on an ongoing basis.

1. Interviews: The Selection Committee, reserves the right to interview one (1)

to three (3) of the highest ranked proposers in person or virtually. Interviewees

will be asked to provide a brief presentation of its proposal, followed by

Selection Committee questioning. Interviews will be scored on thoroughness of preparation and fit with District needs. **(30)**

**Maximum Total Points 155**

1. **SELECTION**

The selection committee will consist of at least five (5) members consisting of up to two Board members, Fire Chief, Fire District Personnel, and other persons as deemed necessary. Each member shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth in Article III.B of this RFP. Completed evaluations shall be combined and tallied. The District’s selection committee reserves the right to interview one or more of the highest ranked candidates virtually or in person. Upon completion of its evaluation process, the selection committee will negotiate any open Contract terms, then recommend a firm with which to enter into a project management services contract to the District Board.

All Proposers will be notified of the evaluation committee and the Board’s decision.

If the District’s selection committee and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the District, the District shall, either orally then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the District terminates the RFP.

It is the desire of District to have the attached Project Management Services Contract in place no later than August 19, 2022.

1. **CONTRACT**

District desires to enter into a Project Management Service Contract with the chosen awardee in the form attached as Appendix A, which includes all services necessary for this position, whether or not the services are specifically outlined in this RFP.

The selected proposer will be expected to sign the attached written agreement, which will incorporate this RFP and awardee’s proposal. Submittal of a proposal indicates a proposer’s agreement with and intent to be bound by the terms of the attached contract. Any open terms in the attached contract will be completed, based upon awardee’s proposal. Negotiations shall be limited to cost and any other terms District chooses to negotiate, in District’s sole discretion.

District reserves the right to negotiate a compensation package that is fair and reasonable to District, as determined solely by District.

**Sunriver Service District is an Equal Opportunity/**

**Affirmative Action Employer**

**Women, Minorities and Disabled Persons**

**are encouraged to apply**

THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR REVOKED WITHOUT NOTICE.

Appendix A: Project Management Services Contract

Appendix B: Certification of Nondiscrimination

Appendix C: Acknowledgement of Addenda

**APPENDIX A**

SUNRIVER SERVICE DISTRICT

OWNER REPRESENTATIVE / PROJECT MANAGEMENT

SERVICES CONTRACT

This Contract is by and between Sunriver Service District (“District” or “Owner”) and \_\_\_\_\_\_\_\_\_\_ (“Consultant”), a project management firm, for the performance of Owner Representative/Project Management (OR/PM) Services for the District.

**A. RECITALS**

District has conducted a formal solicitation for proposals from \_\_\_\_\_\_\_\_\_\_ firms pursuant to Oregon Administrative Rule (OAR) 137-047-0260 for OR/PM Services.

Consultant submitted its proposal, having examined the Request for Proposals (RFP), and was chosen the most highly qualified Consultant, best suited to meet District’s needs pursuant to the RFP criteria.

District has awarded this OR/PM Services Contract to Consultant.

**B. CONTRACT EXHIBITS**

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A – Request for Proposal

Exhibit B – ORS 279B Personal Services Public Contracting Code Requirements

Exhibit C – Scope of Services

Exhibit D – Consultant’s Proposal and Schedule of Rates and Charges

In the event of a conflict between this Contract and its exhibits, the terms of this Contract shall prevail, followed by Exhibit B, then Exhibits A, C and D, in that order.

**C. AGREEMENT**

**1. Term**

The term of this Contract shall be from \_\_\_\_\_\_\_\_, 20\_\_, through \_\_\_\_\_\_\_\_, 20\_\_\_\_, unless extended by written notice from District for up to two additional two-year terms. Such extension(s) will consider Consultant’s schedule of charges attached as Exhibit D to this Contract.

**2. Scope of Work**

Consultant agrees to perform during the term of this Agreement, the following services:

* 1. Generally, Consultant shall provide all materials and services associated with providing Owner’s Representative/Construction Management services to District (OR/PM Services).
  2. Specifically, Consultant shall provide all services, as specified in the attached Exhibits A and C.
  3. Consultant shall not perform and District shall not pay for services which are outside the work described in this Section 2, without District’s prior written consent. Said consent shall identify any maximum, additional amount of compensation owed for such services, based upon the rates set in Exhibit D.

**3. Contract Price**

* 1. Compensation. Consultant will be paid a fixed fee by District based upon work actually completed and invoiced as described in this section. Consultant shall complete its scope of services as defined in Exhibit C for a fixed fee, including reimbursable expenses, of ($ ). This maximum contract amount shall function as a limit on District contract payments.
  2. Invoices. Payments shall be based upon monthly invoices which Consultant shall submit to the District, detailing the percentage of the Project completed at that time. Upon request, Consultant will provide the District backup invoices, supporting documentation, and records evidencing the progress made on Project to date. Consultant shall send invoices to District’s representative at District’s address set forth in Section 5. In the event of non-payment due to a fee dispute between the parties, Consultant shall continue to provide Contract services to District.
  3. Payments.

1. District will review Consultant’s invoice and within ten (10) days of receipt notify Consultant in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, District shall pay the invoice amount in full within thirty (30) days of invoice date.
2. If District fails to make any payment due Consultant for services and expenses within thirty (30) days of the date on Consultant’s invoice therefore, late fees will be added to amounts due Consultant at the rate of one percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Consultant may, after giving seven (7) days written notice to District, suspend services under this Contract until Consultant has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

**4. Consultant Is an Independent Contractor**

Consultant shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While District reserves the right to set the schedule and evaluate the quality of Consultant’s completed work, District cannot and will not control the means and manner of Consultant’s performance. Consultant is responsible for determining the appropriate means and manner of performing work. Consultant is responsible for all federal and state taxes applicable to compensation and payment paid to Consultant under the Contract and will not have any amounts withheld by District to cover Consultant’s tax obligations. Consultant is not eligible for any District fringe benefit plans.

**5. Notices**

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

District:  Mindy Holliday, SSD Board Administrator

Sunriver Service District

57455 Abbot Drive

P.O. Box 2108

Sunriver, OR 97707

(541) 593-8622

[SSDAdmin@sunriversd.org](mailto:SSDAdmin@sunriversd.org)

Consultant:

Phone:

Email:

**6. Indemnification**

Consultant shall indemnify, hold harmless, and defend District and its representatives, officers, Board members, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Consultant’s negligent performance and/or fault of Consultant, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of District and Consultant, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Consultant shall defend District from claims covered under this section at Consultant’s sole cost and expense until such time (1) as an arbitration panel or a court of competent jurisdiction determines that District is liable in whole or in part for the loss or claim caused by District’s negligence or (2) until District and Consultant mutually agree to allocate the liability.

**7. Insurance Requirements**

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

1. **Workers’ Compensation and employer’s liability insurance** per ORS Chapter 656. The employer’s liability limit shall not be less than $1,000,000 per occurrence.
2. **Commercial General Liability Insurance**, applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products and Completed Operations, Broad Form Property Damage (including Completed Operations), and coverage for explosion, collapse, and underground hazards, with limits of not less than $2,000,000 per occurrence, $4,000,000 aggregate applicable specifically to the Project.

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

1. **Professional Liability Insurance**, applicable to all acts and omissions of Consultant and its consultants at all tiers, with limits of not less than $2,000,000 per occurrence and $2,000,000 aggregate.

7.2 Deductibles. The Consultant shall pay all deductibles on all policies required by Section 7.1. Maximum allowable deductible is $10,000 without District’s written consent.

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

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

7.5 Additional Insureds. The Commercial General Liability and Automobile Liability policies shall name the District and its members, partners, officers, directors, agents, and employees, and the successors in interest of the foregoing, as Certificate Holder, using ISO additional insureds endorsement CG 20 10 11 85 or a substitute providing equivalent coverages. Such coverages provided to the additional insureds shall (a) be primary and noncontributory with respect to any insurance or self-­insurance retention of the additional insureds, including but not limited to any Excess Liability coverage maintained by the additional insureds, (b) provide the same types and extents of coverages as the coverages provided to the primary insured, and shall not be limited to the “vicarious liability” of the additional insureds, (c) waive all rights of subrogation against the additional insureds, (d) cover all additional insureds that are a partnership or joint venture, if any, as “Named Insureds” as expressly stated in endorsements, and (e) be maintained for the same durations as the coverages provided to the primary insured, including but not limited to the continuation of the Products and Completed Operations coverage until three (3) years after final payment to the District’s prime contractor on the Project, and shall not be limited to “ongoing operations”. Notwithstanding the foregoing, this Section 7.5 shall not be construed to require the Consultant to provide insurance coverage of the additional insureds in a way or to an extent that results in a violation of ORS §30.140.

7.6 Duration of Coverages. The insurance coverages required by Section 7, shall be written on an occurrence basis, except the Professional Liability Insurance. The Professional Liability policy shall provide for a retroactive date of placement prior to or coinciding with the commencement of the performance of the design professional services under the Contract. All other policies shall be in effect as of the date of commencement of the Consultant’s services under the Contract. All policies shall be maintained and remain in effect until one (1) year after final payment to the District’s prime contractor on the Project and thereafter when the Consultant is assisting or advising the District regarding the correction of defective or nonconforming Work; provided that the Products and Completed Operations policy and the Professional Liability policy shall remain in effect until three (3) years after final payment to the District’s prime contractor on the Project. The Consultant shall notify the District of any claims that may materially impair the coverage under Consultant’s Professional Liability policy.

7.7 Proof of Insurance. The Consultant shall file with District, upon execution of the Contract, certificates of insurance acceptable to the District, as well as copies of all insurance policies, with all riders and endorsements, all separate exclusions, conditions and waivers, and all other amendatory documents attached, evidencing the insurance required by this Section 7. These certificates and policies shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days’ written notice has been given to the District. If any of the required coverages are to renew during the period when such coverages are to remain in effect, or are required to remain in effect in force after final payment to the District’s prime contractor on the Project, an additional certificate evidencing continuation of such coverage shall be submitted upon renewal or with the Consultant’s final invoice.

7.8 Effect of No or Insufficient Insurance. The Consultant’s failure to comply with the requirements of this Section 7 shall constitute a material breach of the Contract entitling the District to terminate the Contract for cause. In the alternative, the District in its sole discretion may purchase the insurance required of, but not obtained or maintained, by the Consultant pursuant to this Section 7 and charge such costs thereof to the Consultant. The District’s rights under this Section 7.8 shall be in addition to, and without waiver of, its other rights and remedies under the Contract or applicable law.

7.9 Limitation to this Section 7. Nothing in this Section 7 shall negate, abridge, or reduce the Consultant’s responsibilities or liabilities under the Contract or applicable law, the meaning and effect of the provisions of this Section 7 being limited to setting out the Consultant’s express obligations with respect to insurance.

**8. Workers’ Compensation**

8.1 Consultant, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers’ Compensation Law and shall comply with ORS 656.017, which requires them to provide workers’ compensation coverage for all subject workers.

8.2 Consultant warrants that all persons engaged in Contract work and subject to the Oregon Workers’ Compensation Law are covered by a workers’ compensation plan or insurance policy that fully complies with Oregon law. Consultant shall indemnify District for any liability incurred by District as a result of Consultant’s breach of the warranty under this Section 8.2.

**9. Hours of Employment**

Consultant shall comply with all applicable state and federal laws regarding employment.

**10. Assignment**

Consultant may not assign any of its responsibilities under this Contract without District’s prior written consent, which consent may be withheld in District’s sole discretion. Consultant may not subcontract for performance of any of its responsibilities under this Contract without District’s prior written consent, which consent shall not be unreasonably withheld. Consultant’s assigning or subcontracting of any of its responsibilities under the Contract without District’s consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Consultant shall remain liable for all of its obligations under this Contract.

**11. Labor and Material**

Consultant shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to District other than the compensation provided in this Contract.

**12. Key Personnel**

Consultant acknowledges and agrees that District selected consultant for award of this Agreement because of the special qualifications of Consultant’s key personnel identified in Exhibit D (Key Personnel). Consultant must obtain District’s consent prior to replacing any Key Personnel assigned to perform or support the work specified in this Agreement. In the event Consultant requests that District approve a reassignment or transfer of the Key Personnel, District shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacements.

**13. Ownership of Work and Documents**

All work performed by Consultant and compensated by District pursuant to this Contract shall be the property of District upon full compensation for that work performed or document produced to Consultant, and it is agreed by the parties that such documents are works made for hire. Consultant hereby conveys, transfers and grants to District all rights of reproduction and the copyright to all such documents. However, in the event District reuses or modifies any materials furnished to District by Consultant, without Consultant’s involvement or consent, then Consultant shall not be responsible for the materials.

**14. Termination for Convenience**

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, District may terminate all or part of this Contract upon determining that termination is in the best interest of District by giving seven (7) days’ prior written notice of intent to terminate, without waiving any claims or remedies it may have against Consultant.

Upon termination under this Section 14, Consultant shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) District has against Consultant. Pursuant to this Section 14, Consultant shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Consultant. District shall not be liable for any costs invoiced later than thirty (30) days after termination unless Consultant can show good cause beyond its control for the delay.

**15. Termination for Cause**

District may terminate this Contract effective upon delivery of written notice to Consultant, or at such later date as may be established by District, under any of the following conditions:

15.1 If District funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

15.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

15.3 If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

**16. Termination for Default**

If District fails to perform in the manner called for in this Contract or if District fails to comply with any other provisions of the Contract, Consultant may terminate this Contract for default. Prior to such termination, Consultant shall give to District written notice of the breach and intent to terminate. If District has not entirely cured the breach within fifteen (15) days of the date of the notice, then Consultant may terminate the Contract at any time thereafter by giving a written notice of termination.

If Consultant fails to perform in the manner called for in this Contract or if Consultant fails to comply with any other provisions of the Contract, District may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Consultant setting forth the manner in which Consultant is in default. Consultant shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

**17. Remedies**

In the event of breach of this Contract, the parties shall have the following remedies:

17.1 If terminated under Section 16 by District due to a breach by Consultant, District may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Consultant shall pay to District the amount of the reasonable excess.

17.2 In addition to the above remedies for a breach by Consultant, District also shall be entitled to any other equitable and legal remedies that are available.

17.3 If District breaches this Contract, Consultant’s remedy shall be limited to termination of the Contract and receipt of Contract payments to which Consultant is entitled.

17.4 District shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

17.5 Upon receiving a notice of termination, and except as otherwise directed in writing by District, Consultant shall immediately cease all activities related to the services and work under this Contract. As directed by District, Consultant shall, upon termination, deliver to District all then existing work product that, if the Contract had been completed, would be required to be delivered to District.

**18. Nondiscrimination**

During the term of this Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

**19. Governing Law; Jurisdiction; Venue**

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between District and Consultant that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONSULTANT BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**20. Compliance with Laws and Regulations**

Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with: (i) ORS 659A.425; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) District’s performance under this Contract is conditioned upon Consultant’s compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Consultant, its subconsultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Consultant shall adhere to all safety standards and regulations established by District for work performed on its premises or under its auspices.

**21. Experience, Capabilities and Resources**

By execution of this Contract, the Consultant agrees that:

21.1 Consultant is an experienced OR/PM firm having the skill, legal capacity, and professional ability necessary to perform all the OR/PM services required under this Contract to design or administer the work of the scope and complexity of this Project.

21.2 Consultant has the capabilities and resources necessary to perform the obligations of this Contract.

21.3 Consultant is familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project, and that all drawings, specifications, and other documents prepared by Consultant shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

**22. Drawings, Specifications and Other Documents**

Consultant hereby agrees that it will, in a manner consistent with its standard of care defined in above in Section 21, prepare all work product and documents pursuant to this Contract so that they are complete so as to ensure that the Project, shall come within budget and be a structurally sound and properly functioning facility.

**23. Errors and Omissions**

Consultant shall be responsible for correcting any errors or omissions in work product and documents which deviate from the standard of care set forth in Section 21. Consultant shall correct at no additional cost to District any and all such errors and omissions in work product prepared by Consultant or its subconsultants. Consultant further agrees to assist District in resolving problems relating to work product not meeting the applicable standard of care.

**24. Contract Performance**

Consultant shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Consultant shall not be liable for delays that are beyond Consultant’s control. Contract expiration shall not extinguish, prejudice, or limit either party’s right to enforce this Contract with respect to any breach of Consultant’s warranties or a default or defect in performance by Consultant that has not been cured. Consultant agrees that time is of the essence under this Contract.

**25. Access to Records**

For not less than six (6) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, District, and its duly authorized representatives shall have access to Consultant’s books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Consultant shall provide full access to these records to District, and its duly authorized representatives in preparation for and during litigation.

**26. Representations and Warranties**

Consultant represents and warrants to District that (1) Consultant has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (3) Consultant shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**27. District Obligations**

27.1 District shall provide full information in a timely manner regarding requirements for and limitations on the Project. With regard to subcontractor liens, District shall furnish to Consultant, within fifteen (15) days after receipt of a written request, information necessary and relevant for Consultant to evaluate, give notice of, or enforce lien.

27.2 District shall establish and update, if necessary, overall Project budget, including architect and construction costs.

27.3 District shall furnish all legal accounting, auditing and insurance services as necessary for Project to meet the District’s needs and interests, after Consultant has performed requisite Project management and oversight duties.

27.4 District shall provide prompt written notice to Consultant if District becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Consultant’s performance under the contract.

27.5 District shall pay Consultant in accordance with Section 3 and Exhibit D of this Contract, upon receipt of Consultant’s submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed and progress made upon the Project to date, on a pro rata basis.

27.6 District shall report the total amount of all payments to Consultant, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

27.7 District shall guarantee access to, and make all provisions for Consultant to enter upon public and private property necessary for performance of the Scope of Work over which District exercises control.

**28. Arbitration**

All claims, disputes, and other matters in question between the District and Consultant arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in District’s sole discretion, in accordance with the Oregon Uniform Arbitration Act, ORS 36.600, *et seq.* and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Deschutes County Circuit Court will establish rules to govern the arbitration.

A claim by Consultant arising out of, or relating to this Contract must be made in writing and delivered to the District Director not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the District Manager within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the District Director will be considered by the District Board at the Board’s next regularly scheduled meeting. At that meeting the Board will render a written decision approving or denying the claim. If the claim is denied by the Board, the Consultant may file a written request for arbitration with the District Manager. No demand for arbitration shall be effective until the District Board has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the District has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the District Board’s decision being binding upon the District and Consultant.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement, subject to applicable statutes of limitation, except as set forth above. The District, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Consultant to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

**29. Attorney Fees**

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for District to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Consultant agrees to pay District’s attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

**30. Successors and Assigns; Subcontractors and Assignments**

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

**31. Limitation of Liabilities**

District shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

**32. Foreign Contractor**

If Consultant is not domiciled in or registered to do business in the state of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

**33. Confidentiality**

Consultant shall maintain the confidentiality of any of District’s information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Consultant from establishing a claim or defense in an adjudicatory proceeding. Consultant shall require similar agreements from District’s and/or Consultant’s subconsultants to maintain the confidentiality of information of District.

**34. Force Majeure**

Consultant shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

**35. Waivers**

No waiver by District of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Consultant of the same or any other provision. District’s consent to or approval of any act by Consultant requiring District’s consent or approval shall not be deemed to render unnecessary the obtaining of District’s consent to or approval of any subsequent act by Consultant, whether or not similar to the act so consented to or approved.

**36. Severability**

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

**37. Headings**

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

**38. Integration**

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract.

**39. Amendments**

Changes to the Contract shall be made only by written Amendment. No change in the work or any extra work shall be performed prior to execution of an Amendment by District, signed by the Consultant and District authorizing a change in the work and/or an adjustment in the price, deliverable due dates, substantial completion date, or final completion date. The price included on any Amendment shall be inclusive of all estimated costs, both direct and indirect, relating to the change in work. Further, the Amendment shall provide a detailed basis for substantiating any monetary and/or work changes. If monetary changes are made, the Amendment shall contain a maximum not to exceed amount.

**40. Authority**

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

DISTRICT: CONSULTANT:

SUNRIVER SERVICE DISTRICT

By: By:

Title: Title:

Date: Date:

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**Exhibit A**

**District’s Request for Proposal**

**Exhibit B**

**ORS CHAPTERS 279B AND 279 C PUBLIC CONTRACTING REQUIREMENTS**

**FOR PERSONAL SERVICES**

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
4. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
5. Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the District may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the District is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
6. Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).

(7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

(8) Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Contractor shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement. ORS 279B.235.

(9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

(10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.

(11) The contract may be canceled at the election of District for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

1. Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor’s failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which District may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
2. Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
3. As used in this section, “nonresident contractor” means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the Proposal for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a “resident bidder” under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds $10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the contractor may receive final payment on the public contract. ORS 279A.120.
4. The District may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.

**Exhibit C**

**Scope of Services**

1. OWNER REPRESENTATIVE/PROJECT MANAGER’S BASIC SERVICES. The Owner Representative/Project Manager (OR/PM) shall perform the Basic Services set forth in this Project Description. The Basic Services shall be performed under and in accordance with the Project Contract and associated Documents (Project Documentation).
   1. BASIC SERVICES. The Basic Services need not be performed in the order in which they are described.
   2. PRELIMINARY OVERALL PROJECT COST. Prepare a preliminary overall Project budget, including detailed soft costs, and develop spending projections through all Project phases.

1.3 CASH FLOW. Work with District to develop operating cash flow projections for the Project and organization.

* 1. FUNDING. Assist District with matters relating to administration of funding for the Project.
  2. PRIORITIZE NEEDS. Work with the District, Design Team, and CM/GC (Project Team) to help identify and prioritize Project needs throughout Project with respect to value engineering.
  3. OVERALL PROJECT COST. Work with the District, Design Team, and CM/GC throughout Project to assure that the Overall Project Cost (OPC), including Soft Costs, is within the allocated budget.
  4. ACCOUNTABILITY TO BOARD. Prepare a monthly report to the Sunriver Service District Board regarding Project progress, including schedule and financial updates, at regularly scheduled Board meetings and additional meetings, as required. Board meetings are generally held on the third (3rd) Thursday of each month at 3:00 p.m. (subject to change).
  5. PROJECT REPORT TO COUNTY. Prepare a monthly report to Deschutes County based on abbreviated report in 1.7, above.
  6. TEAM APPROVAL LIAISON. Act as liaison for Project Team members and authorizing agencies to obtain land use approvals, building permits and other governmental approvals, authorizations, and signoffs as necessary for the design, construction and operations of the Project.
  7. TEAM LIAISON. Act as key liaison between the District and the Project Team for all matters related to the Project, including matters involving the Design Team, consultants, the CM/GC and vendors.
  8. PAY APPLICATIONS. Review and approve all applications for payment from Districts direct consultants (Geotech, Survey, Furniture, Fixtures and Equipment etc.), Design Team and CM/GC. Generate monthly draw request for District.
  9. PROJECT RECORD DOCUMENTATION. Maintain comprehensive Project records for District’s use throughout Project.
  10. CLAIMS/DISPUTES. Advise District on resolution of claims and disputes.

1. PRE-DESIGN PLANNING

2.1 CM/GC PROCUREMENT. Organize and conduct the procurement of a CM/GC. Tasks include, but are not limited to: working with District’s legal counsel to generate RFP, associated CM/GC contract and General/Supplemental Conditions (such incurred legal costs are District’s responsibility); checking references; analyzing fees; managing the selection and interview process (the District shall establish a Selection Committee which shall make final recommendation to the District Board); attending interviews; and contract negotiations.

2.2 THIRD-PARTY CONSULTANTS. Organize and conduct the procurement of other consultants as needed, such as environmental consultant, geotechnical engineer, surveyor, land use consultant, traffic engineer, special testing etc. Project Manager will draft Agreements and monitor the activities of these third-party contractors.

* 1. INSURANCE VERIFICATION. Review all insurance documents and worker’s compensation policies from all members of the Project Team.
  2. OVERALL PROJECT BUDGET. Together with the Design Team and the CM/GC, prepare a preliminary Overall Project Budget, including all construction and soft costs to be maintained and updated regularly throughout the Project.
  3. BUDGET ALIGNMENT. Work with the Project Team to outline critical design goals for a successful Project and refine the Scope of Work to be within the District’s budget.
  4. COMMUNITY INFORMATION. Help coordinate and plan communication and meetings (if required) with affected neighbors as needed.
  5. SUNRIVER DESIGN REVIEW. Coordinate the approval of the Sunriver Homeowner’s Design Review Committee. Review current Preliminary Plans with Committee for initial input.
  6. INITIAL PROJECT SCHEDULE. With the Project Team, determine an overall Project schedule. Determine if fast track design / construction is warranted and incorporate, if advantageous.
  7. TEMPORARY RELOCATION. Working with the CM/GC, District and Fire Chief, manage and coordinate all aspects of the temporary relocation of the fire department living facilities (potentially onsite, to the south of the existing apparatus bays), include temporary mobile housing relocation to provide documentation for location, utility connections, and obtain permits and approvals.
  8. PARTIAL ACCESS TO APPARATUS BAYS. Work with CM/GC to ensure District usage of two (or three, as needed) apparatus bays for fire and ambulance vehicles and equipment storage during construction.
  9. DESIGN PHASE
  10. PROGRESS MEETINGS. Conduct bi-weekly (or weekly, as needed) Project Team meetings throughout the design phase. Assist Design Team to prepare and promptly distribute minutes of the Project Team meetings.
  11. COMMUNICATIONS. Coordinate communications and documentation of the Project activities, keeping the District informed of progress, issues, and solutions of the work of the Project. Monitor Project budgets, schedules, correspondence, and other tools to communicate and document the progress of the work of the Project.
  12. FF&E. Confirm and document building-related Furniture, Fixtures and Equipment requirements and identify appropriate responsibilities for procurement and installation for all equipment. Prepare furniture, security and equipment solicitations and Vendor submittal requirements. Assist with building furniture, security and equipment installation (Interior Design).
  13. I.T. REQUIREMENTS. Confirm and coordinate Project-related data and Information Technology requirements.
  14. LONG LEAD ITEMS. With Project Team, identify long lead items and coordinate procurement.
  15. VERIFICATION OF NEEDS SATISFACTION. Work with the District and other stakeholders to ensure that the Project design and technical specifications meet user and stakeholder needs.
  16. SUSTAINABILITY. Advise District on the potential costs associated with sustainability benchmarks. Assist in identifying any available financial incentives for sustainability measures. While obtaining LEED or other green building certification is not required, the District desires to incorporate as much sustainability as possible, subject to budget constraints.
  17. “OVER THE SHOULDER” REVIEWS. Facilitate “Over The Shoulder” (ALL Project Team members present throughout entire Review sessions to give input on all aspects of work affecting theirs) document review sessions with Project Team after Schematic Design, Design Development, and Construction Document plan sets are produced (as well as any fast-track packages if used). Review and comment on the design deliverables relative to functionality, constructability, budget conformance, operating and maintenance performance and other applicable criteria. Track all design issues and resolutions in a detailed log.
  18. BUDGET ALIGNMENT. Work with Project Team to analyze cost estimates throughout and at key milestones of the Project—Pre-Design, Schematic Design, 50% and 100% Design Development, and 50% and 90% Construction Documents (or additional, if necessary) and identify strategies to align the costs with the building program and Project budget. Work with Project Team to develop a Value Engineering (VE) log that details proposed VE items, identifies potential cost savings and summarizes the analysis and decision points.
  19. OVERALL PROJECT BUDGET. Working with the Project Team, update the Overall Project Budget for all hard and soft costs anticipated for the Project concurrent with 3.9, above. Utilize the budget for continued monitoring of costs. It is critical that the Overall Project Cost, including soft costs, is carefully monitored throughout the Project to assure the Project is within budget.
  20. DISTRICT DECISIONS. Facilitate District directives. Assist the District in seeking, gaining, and coordinating required decisions.
  21. OVERALL PROJECT SCHEDULE. With the Project Team, refine a detailed schedule for completion of the Project. Consistently monitor progress against the schedule, identify opportunities to improve the schedule, and encourage all parties to maintain the schedule.
  22. With assistance from District, plan and attend community outreach meetings, as requested. Assist District with coordination of outreach to stakeholders, as needed.
  23. ADA, BUILDING CODE AND OTHER REQUIREMENTS. Verify that Design Team has review design documents through each phase of development for conformance to Project, the Americans with Disabilities Act, local building codes, building standards for public buildings, and District requirements. Provide timely feedback on these issues to the Project Team.
  24. SPECIFICATION GENERAL CONDITIONS. The OR/PM shall assist in the preparation of the General and Supplemental Conditions of the Construction Contract.
  25. GUARANTEED MAXIMUM PROJECT COST (GMP). When the Project Team deems appropriate, assist with the determination of the GMP and document contractually, as required. (Potentially at the end of the Design Development phase).

4.0 CONSTRUCTION PHASE

4.1 ADDENDA. Coordinate and review Addenda prepared by the Design Team and issued during subcontractor bidding.

4.2 CONSTRUCTION SUBCONTRACTOR SELECTION. Review CM/GC’s proposed subcontractors with CM/GC to assure quality reputation and ability to perform the work in a timely manner within contract cost.

4.3 CONSTRUCTION CONTRACTS. Review CM/GC’s construction contracts to verify completion and insurance requirements.

4.4 PREVAILING WAGE. Project will be subject to Oregon prevailing wage requirements. Ensure compliance with BOLI prevailing wage and documentation requirements.

4.5. PERMITS, BONDS AND INSURANCE. The OR/PM shall verify that the required permits, bonds and insurance, have been obtained.

4.6 ON-SITE MANAGEMENT AND CONSTRUCTION PHASE COMMUNICATION PROCEDURES. The OR/PM shall provide on-site contract administration as an agent of the District, and the OR/PM shall establish and implement coordination and communication procedures among the OR/PM, District, Design Team and CM/GC.

4.7 CONTRACT ADMINISTRATION PROCEDURES. The Design Team shall establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents: shop drawings, samples and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs. The OR/PM will receive copies of all such documents after the Design Team has reviewed them and prior to their final approval/acceptance.

4.8 PROJECT SITE MEETINGS. Periodically the OR/PM shall conduct meetings at the Project site with the CM/GC and subcontractors currently working on site. The OR/PM shall also conduct coordination meetings with the CM/GC, the District and the Design Team once per week or as necessary. The OR/PM shall review and approve minutes prepared and distributed by the CM/GC to all attendees, the District and Design Team.

4.9 COORDINATION OF OTHER INDEPENDENT CONSULTANTS. The OR/PM shall coordinate technical inspection and testing provided by others. The OR/PM shall receive a copy of all inspection and testing reports and shall provide a copy of such reports to the Design Team. The OR/PM shall not be responsible for providing, nor shall the OR/PM control, the actual performance of technical inspection and testing.

4.10 MINOR VARIATIONS IN THE WORK. The OR/PM may authorize minor variations in the Work from the requirements of the Contract Documents that do not involve an adjustment in the contract price or time and which are consistent with the overall intent of the Contract Documents. The OR/PM shall provide to the Design Team copies of such authorizations.

4.11 CHANGE ORDERS. The OR/PM shall establish and implement a change order control system. All changes to the Contract between the District and CM/GC shall be only by change order approved by the District.

4.12 DISTRICT-INITIATED CHANGES. All proposed changes shall first be described in detail by the OR/PM in a request for a proposal issued to the CM/GC. The request shall be accompanied by drawings and specifications prepared by the Design Team. In response to the request for a proposal, the CM/GC shall submit to the OR/PM for evaluation detailed information concerning the price and time adjustments, if any, as may be necessary to perform the proposed change order work. The OR/PM shall review the CM/GC’S proposal, shall discuss the proposed change order with the CM/GC, and endeavor to determine the CM/GC’S basis for the price and time proposed to perform the work.

4.13 CM/GC INITIATED CHANGES. The OR/PM shall review the contents of all CM/GC requested changes to the contract time or price, endeavor to determine the cause of the request, and assemble and evaluate information concerning the request. The OR/PM shall provide to the Design Team a copy of each change request, and the OR/PM shall in its evaluations of the CM/GC’s request consider the Design Team’s comments regarding the proposed changes.

4.14 CHANGE ORDER DOCUMENTATION. The OR/PM shall make recommendations to the District regarding all proposed change orders. At the District’s direction the OR/PM shall prepare and issue to the CM/GC appropriate change order documents. The OR/PM shall provide to the Design Team copies of all approved change orders.

4.15 QUALITY REVIEW. The OR/PM shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to assist in guarding the District against work by the CM/GC that does not conform to the requirements of the Contract Documents. The OR/PM shall reject any portion of the Work and transmit to the District and CM/GC a notice of nonconforming work when it is the opinion of the OR/PM, District, or Design Team that such work does not conform to the requirement of the Contract Documents

4.16 MASTER SCHEDULE. The OR/PM shall adjust and update the Master Schedule and distribute copies to the District and Design Team. All adjustments to the Master Schedule shall be made for the benefit of the Project.

4.17 GM/CG CONSTRUCTION SCHEDULE. The OR/PM shall review the CM/GC’s Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the Master Schedule.

4.18 CONSTRUCTION SCHEDULE REPORT. The OR/PM shall, on a monthly basis, review the progress of construction of the CM/GC, shall evaluate the percentage complete of each construction activity as indicated in the CM/GC Construction Schedule and shall review such percentages with the CM/GC. This evaluation shall serve as data for input to the periodic Construction Schedule report that shall be prepared and distributed by the CM/GC. The report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the CM/GC. The OR/PM shall advise and make recommendations to the District concerning the alternative courses of action that the District may take in its efforts to achieve Contract compliance by the CM/GC.

4.19 EFFECT OF CHANGE ORDERS ON THE SCHEDULE. Prior to the issuance of a change order, the OR/PM shall determine and advise the District as to the effect on the Master Schedule of the change. The OR/PM shall verify that activities and adjustments of time, if any, required by approved change orders have been incorporated into the CM/GC Construction Schedule.

4.20 RECOVERY SCHEDULES. The OR/PM may require the CM/GC to prepare and submit a recovery schedule as specified in the Contract Documents.

4.21 SCHEDULE OF VALUES. The OR/PM shall, in participation with the CM/GC, determine a Schedule of Values for the Construction Contract. The Schedule of Values shall be the basis for the allocation of the contract price to the activities shown on the CM/GC’s Construction Schedule.

4.22 ALLOCATION OF COST TO THE CM/GC’s CONSTRUCTION SCHEDULE. The CM/GC’s Construction Schedule shall have the total contract price allocated by the CM/GC among the CM/GC’s scheduled activities so that each of the CM/GC’s activities shall be allocated a price and the sum of the prices of the activities shall equal the total contract price. The OR/PM shall review the contract price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Progress payments to the CM/GC shall be based on the CM/GC’s percentage of completion of the scheduled activities as set out in the Construction Schedule reports and the CM/GC’s compliance with the requirements of the Contract Documents.

4.23 EFFECT OF CHANGE ORDERS ON COST. The OR/PM shall advise the District as to the effect on the Project and construction budget of all proposed and approved change orders.

4.24 COST RECORDS. In instances when a lump sum or unit price is not determined prior to the District’s authorization to the CM/GC to perform change order work, the OR/PM shall request from the CM/GC records of the cost of payroll, materials and equipment and the amount of payments to each subcontractor incurred by the CM/GC in performing the Work.

4.25. PROGRESS PAYMENTS. The OR/PM shall review the payment applications submitted by the CM/GC and determine whether the amount requested reflects the progress of the CM/GC’s work. The OR/PM shall make appropriate adjustments to each payment application and shall prepare and forward to the District a progress payment report. The report shall state the total contract price. Payments to date, current payment requested, retainage and actual amounts owed for the current period.

4.26 CHANGE ORDER REPORTS. The OR/PM shall prepare and distribute monthly Change Order Reports. The report shall list all District-approved change orders by number, a brief description of the change order work, the cost established in the change order and percent of completion of the change order work. The report shall include similar information for change orders the OR/PM anticipates.

* 1. DISTRICT’S CONTINGENCY MANAGEMENT. Assist District with managing Project contingency and completing Project within available budget.
  2. FF&E VERIFICATION. Review and approve furniture, fixtures and equipment specification to determine conformance with the Project.
  3. FF&E PURCHASE. Prepare and maintain a furniture, fixtures and equipment purchase and delivery schedule and monitor the performance of vendors against that schedule.
  4. FF&E INSTALLATION. Manage the installation of the furniture, fixtures and equipment.

5.0 POST CONSTRUCTION PHASE

5.1 PROJECT COMPLETION. Assisting with Project completion and closeout, including scheduling and monitoring Project punch list activities including: completion of the work by the CM/GC and the final inspection of the work by the Design Team; verifying CM/GC’s transmittal to the District of required guarantees, affidavits, releases, bonds and waivers, and delivery of all keys, manuals, record drawings, building operations and training classes / materials. OR/PM will verify and confirm delivery of maintenance stocks to the District and assist in negotiation of final Project costs and process the final Payment Application.

* 1. COMMISSIONING. Develop and monitor commissioning of the Project, as required.
  2. RECORD DOCUMENTS. The OR/PM shall coordinate and expedite submittals of information from the CM/GC for preparation of record drawings and specifications by the Design Team in printed and electronic format and shall coordinate and expedite the transmittal of such record documents to the District.
  3. SUBSTANTIAL COMPLETION. In consultation with the Design Team, the OR/PM shall determine when the Project and the CM/GC’s work is substantially complete, shall issue a Certificate of Substantial Completion and shall provide to the District a written recommendation regarding payment to the CM/GC.
  4. FINAL COMPLETION. In consultation with the Design Team, the OR/PM shall determine when the Project and the CM/GC’s work is finally completed, shall issue a Certificate of Final Completion and shall provide to the District a written recommendation regarding payment to the CM/GC.

5.6 OPERATION, MAINTENANCE MATERIALS AND CERTIFICATES. Prior to the final completion of the Project, the OR/PM shall, with assistance from the CM/GC, compile manufacturer’s operation and maintenance manuals, warranties, guarantees and certificates for materials and equipment installed in the Project. The OR/PM shall review for completeness, and index and bind such documents in an organized manner. This information shall be provided to the District, and the Design Team.

* 1. OCCUPANCY PERMITS. The OR/PM shall assist the District in obtaining an occupancy permit by coordinating final testing, preparing and submitting documentation to governmental agencies, and accompanying governmental officials during inspections of the Project.
  2. CHANGE ORDERS. The OR/PM shall continue during the Post-Construction Phase to provide services related to change orders.
  3. 11-MONTH WARRANTY REVIEW. The OR/PM shall participate in an 11-month warranty review walk through with the District and Design Team to document work to be completed or corrected by the CM/GC.
  4. CLOSE OUT REPORTS. At the conclusion of the Project, the OR/PM shall prepare and deliver to the District Final Project Accounting and close out reports.

**Exhibit D**

**Consultant’s Proposal and Schedule of Rates and Charges**

**APPENDIX B**

**Certification of Nondiscrimination**

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

Proposer’s Name:

Signed by:

Title:

Dated:

**APPENDIX C**

**Acknowledgement of Addenda**

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

Addendum No. \_\_\_\_\_\_\_\_ Date Received \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No. \_\_\_\_\_\_\_\_ Date Received \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No. \_\_\_\_\_\_\_\_ Date Received \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Addendum No. \_\_\_\_\_\_\_\_ Date Received \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If no addendum received write “None” \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm Name:

Authorized Signature:

Printed Name:

Title:

Date: