

Dallas School District No. 2

**CONSTRUCTION PROJECT MANAGEMENT SERVICES
REQUEST FOR PROPOSALS**

Owner: Dallas School District No. 2
111 SW Ash Street
Dallas, OR 97338
(503) 623-5594

Dallas School District No. 2 (“District” or “Owner”) solicits proposals firms interested in providing Construction Project Management services related to the **Long Range Facility Construction Project** (the “Project”).

Project Description: The Project consists of two phases (“Phase One” and “Phase Two”). Phase One is the pre-construction phase and includes prioritizing projects using the long range facility planning study for the maintenance, repair and installation of improvements to Dallas School District property. The Project Manager will assist the District to identify which projects should be prioritized given an estimated construction budget resulting from the May 17 bond measure approval by the Dallas School District voters. The Project Manager will also assist the District in determination of priority of projects based on safety and security concerns within the anticipated bond budget. Anticipated projects include:

- Creating space for vocational/career technical programs
- Providing upgrades including roof replacements, siding, and District-wide re-piping
- Improving building/campus safety
- Creating secure entries at each building to control access
- Creating instructional space to improve student learning and support specialized programs
- Modernize schools, including HVAC systems and control upgrades to improve air quality
- District-wide technology infrastructure upgrades to create equitable access by students
- Construct a new gym at the Middle School to house physical education and free up space to enhance the special service needs within the building.

Phase Two of the Project is the construction phase. The Project Manager will represent and assist the District with specific projects, which may include, but is not limited to, reviewing and making recommendations to the District regarding general and overall planning, design, administration, budget, oversight, public communication, quality assurance/quality maintenance services and any other services typically provided by an project manager. The Project Manager will work with the District administrative team in administering the budget and process for both the pre-construction and construction portions of the project. Services provided may also include projects that have not yet been identified but will be similar in scope to the current projects listed in this Proposal. The Project Manager must also perform work in the scope of services set forth in the General Conditions (“Project”).

Reservations: The District reserves the right to add or subtract from the list of required services outlined in this RFP. The District reserves the right to seek clarifications of each Proposal. The District reserves the right to negotiate final contracts in the best interest of the District. The District reserves the right to reject any or all Proposals and reserves the right to cancel this RFP at any time if doing so would be in the public interest, as determined by the District.

Attached please find the project RFP and a sample contract that is subject to change prior to signing by the winning Proposer. The District will serve as the contracting agency for the project.

Submission: Respondents shall submit their proposal either via mail or electronically to:

Bob Archer
Director of Facilities
Dallas School District
111 SW Ash Street
Dallas, OR 97338

Proposals must be received no later than **2:00 pm on July 6, 2022**. All proposals that are not time-stamped by the deadline will be considered late and will be returned to the proposer unopened.

**LEGAL PUBLICATION
DALLAS SCHOOL DISTRICT NO. 2
111 SW ASH STREET
DALLAS, OR 97338**

Dallas School District No. 2 will accept proposals from potential firms interested in providing Construction Project Management services as set forth in the Request for Proposal documents (“RFP”), for construction project management services as identified from the long range facility planning study for the maintenance, repair, and installation of improvements to Dallas School District Property (“Project”).

The Dallas School District has hired an Architect who utilized a long range facility planning study to prioritize projects for the maintenance, repair, building, remodeling, and installation of improvements to Dallas School District property with an eye on equity so that all stakeholders are considered. The District now wishes to hire a Construction Project Manager to serve as the District’s representative in coordinating and managing the implementation of the identified projects between the Architect and the Contractor to ensure the District’s interests are being met.

Proposals and a copy of the RFP may be obtained from and filed with the District’s Director of Facilities, located at 111 SW Ash Street, Dallas, OR 97338, Attention Bob Archer.

Minority and women-owned businesses are encouraged to submit a Proposal. Proof of Oregon licensing and adequate professional liability insurance is required for those who will work on the Project where applicable. The District reserves the right to reject any Proposal not in compliance with any prescribed public bidding procedure or requirement, and may reject any and all Proposals for good cause upon the District’s finding that it is in the public interest to do so. No Proposal will be received or considered by the District unless the Proposal contains a statement as to whether the Consultant is a resident Consultant as defined in ORS 279A.120. The selection process will be the formal selection procedure.

All Proposers responding to the RFP will do so solely at their own expense, and the District is not responsible for any Proposer expenses associated with the RFP.

The deadline for submitting a Proposal or response to the RFP is **July 6, 2022 at 2 p.m. Proposals received after the deadline will not be considered**

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DALLAS SCHOOL DISTRICT NO. 2

Bob Archer, Director of Facilities

REQUEST FOR PROPOSAL

Construction Project Management Services

Section 1.00 GENERAL INFORMATION

Dallas School District No. 2 (“District” or “Owner”) solicits proposals from firms interested in providing Construction Project Management services for the **Long Range Facility Construction Project (“Project”)**. The selection process will be the Informal Selection Procedure pursuant to OAR 137-048-0210. The proposals will be received per the following:

1 PROPOSALS DUE:

Deadline: 2:00 PM – July 6, 2022
To: Bob Archer, Director of Facilities
Location: 111 SW Ash Street, Dallas, OR 97338
Polk County

2 MINIMUM PRE-QUALIFICATIONS FOR CONSTRUCTION PROJECT MANAGEMENT

FIRMS: Certain minimum qualifications have been established in order for the proposers to be considered for the contracts described in the RFP.

2.1 Proposers shall have five or more years continuous experience as a construction project management firm that has completed at least two other projects of comparable size, cost and complexity during that time.

2.2 Proposers shall have key personnel available for the time and magnitude of the project throughout its duration. Key personnel assigned to the project shall maintain their assigned position throughout the project unless requested to be removed by the Owner or unless otherwise approved by the Owner.

2.3 Due to the fast paced timeline associated with this RFP, proposers may self-certify that they meet these requirements by filling out the enclosed prequalification statement. Prequalification is mandatory. Proposals that do not contain the signed Prequalification Statement will be deemed nonresponsive to this RFP and will be disqualified from further consideration.

3 RFP METHOD: The Owner will use the Request for Proposal (RFP) competitive procurement method. The process has several major components, including but not limited to:

- 1) RFP Notice;
- 3) Question / Answer Period;
- 4) Receipt of Proposal Response;
- 5) Proposal Evaluation, scoring and short list;
- 6) Reference Checks;
- 7) Interviews and scoring;
- 8) Recommendation to the Board and Board Approval;

9) Contract Negotiation.

- 4 EVALUATION FACTORS: Proposers responding to this request will be evaluated on several factors as set forth in the RFP, including but not limited to qualifications, prior experience, proposed cost control approach, proposed schedule, and overall project approach for the complete work.
- 5 RFP CONTACT: The primary contact person for this solicitation is **Bob Archer, Dallas School District Director of Facilities**. Between the period of time that the RFP is issued and the time when the Intent of Award is posted, please direct all contact regarding the solicitation and the RFP process or the evaluation process for this project to this individual, unless specially re-directed by RFP Contact.
- 6 RFP DOCUMENTS: A copy of the RFP specifications and documents are on file and may be obtained for review at the Information of Record address below or on the District's website. Request may also be made by contacting the RFP Contact.
- 7 INFORMATION OF RECORD: The official source of information for this project until the Intent of Award can be obtained from **Bob Archer, Director of Facilities, 156 SW Ash Street, Dallas, OR 97338**.
- 8 INTERESTED PARTIES LIST: As a courtesy, the Owner will provide copies of Addenda items (official changes / revisions / updates to the process or documentation) via email to Proposers who register on the Interested Parties List, but it is important for all Proposers to understand that it is their responsibility to check with the RFP Contact for regular updates. Please contact **Makayli Barnes** by email at **makayli.barnes@dsd2.org**, to ensure your firm is on the Interested Parties List, if you have not already been informed that you are.
- 9 OWNER'S RIGHT TO CANCEL PROCESS OR REJECT PROPOSALS: The Owner may cancel a solicitation process, or reject any proposal in whole or in part when it is in the Owner's best interest as determined by the Owner. This may include rejecting any proposal not in compliance with all prescribed public contracting procedures and requirements, and for good cause, rejection of all proposals upon a finding that it is in public interest to do so. If the Owner chooses to reject the proposal in part, it may in certain instances provide notice of any correction or modifications to prospective Proposers who originally submitted proposals, solicit supplemental information from them, and set an expedited deadline for their supplemental submissions.

Section 2.00 OVERVIEW OF PROJECT

The Project consists of two phases ("Phase One" and "Phase Two"). Phase One is the pre-construction phase and includes prioritizing projects using the long range facility planning study for the maintenance, repair and installation of improvements to Dallas School District property. The Project Manager will assist the District to identify which projects should be prioritized given an estimated construction budget resulting from the May 17 bond measure approval by the Dallas School District voters. The Project Manager will also assist the District in determination of priority of projects based on safety and security concerns within the anticipated bond budget. Anticipated projects include:

- Creating space for vocational/career technical programs
- Providing upgrades including roof replacements, siding, and District-wide re-piping

- Improving building/campus safety
- Creating secure entries at each building to control access
- Creating instructional space to improve student learning and support specialized programs
- Modernize schools, including HVAC systems and control upgrades to improve air quality
- District-wide technology infrastructure upgrades to create equitable access by students
- Construct a new gym at the Middle School to house physical education and free up space to enhance the special service needs within the building.

Phase Two of the Project is the construction phase. The Project Manager will represent and assist the District with specific projects, which may include, but is not limited to, reviewing and making recommendations to the District regarding general and overall planning, design, administration, budget, oversight, public communication, quality assurance/quality maintenance services and any other services typically provided by an project manager. The Project Manager will work with the District administrative team in administering the budget and process for both the pre-construction and construction portions of the project. Services provided may also include projects that have not yet been identified but will be similar in scope to the current projects listed in this Proposal. The Project Manager must also perform work in the scope of services set forth in the General Conditions (“Project”).

The total Project budget shall be the amount of bond funds approved by the voters, and eligible state grant funding received by the District. The District has budgeted \$32,000,000 for the overall construction project, a portion of which will be attributable to the scope of work set forth herein, based on the May 17 bond measure.

The following project components are intended to be an outline of the work to be performed; however, the list is not an all-inclusive list.

1 SERVICES TO BE PROVIDED: In general, the services to be performed by Project Manager may include the following components:

- 1.1 Pre-Design and Construction Services including budget and schedule development, development of management plans, cost estimates of renovations, repairs and maintenance and new facilities and program management implementation.
- 1.2 Assist the District in the design phase for renovation and construction projects when applicable.
- 1.3 Consult with the District’s legal counsel regarding land use applications, if necessary.
- 1.4 Design Phase Services including contractor and consultant selection, and facilitation and management of the design phase, including independent cost estimates at the end of each design phase.
- 1.5 Bid and Award Phase administration.
- 1.6 Construction Phase Activities including conducting construction meetings, on-site observations, interfacing with contractors, analyzing change orders, quality control assurances, and assisting in monitoring budget to actual costs and project close-out documentation.

1.7 Serve as the District's representative in all aspects of construction and renovation projects.

2 COORDINATION OF CONTRACTS

The above is considered as a general overview of the scope of services expected from the Project Manager but is not intended to relive the Project Manager of professional responsibility to perform all services in all areas necessary for the District to have a completed, fully operational **Long Term Facility Construction Project** on schedule and within budget, at the end of the contract term.

3 RESERVATION OF DISTRICT RIGHTS: The District reserves all rights regarding this RFP, including, without limitation, the following:

3.1 The right to amend, delay or cancel this RFP at any time if deemed to be in District's best interest. In no event shall the District have any liability for any amendment, delay, or cancellation. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

3.2 The right to accept or reject any or all responses to this Request for Proposal, and to waive any informalities and/or irregularities in such proposals. Specifically, the District may reject a bid that does not comply with prescribed public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375 (3)(b). In addition, the District may reject a proposal that does not comply with prescribed public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375 (3)(b). The District may also reject for good cause all proposals after finding that doing so is in the public interest.

3.3 The right to request clarification on any item in the firm's proposal or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluation committee member.

3.4 The right to negotiate a Statement of Services based on the Scope of Services described in the RFP and to negotiate separately in any manner necessary to serve the best interest of the District.

3.5 The right to amend any Contracts that are a result of the RFP.

3.6 The right to engage consultants by selection or procurement independent of the RFP process or any Contracts or agreements under it to perform the same or similar services.

3.7 The right to extend any Contracts that result from the RFP without an additional RFP process.

3.8 Although price is a consideration in determining the apparent successful Proposer, the intent of the RFP is to identify a Proposer that has a level of specialized skill, knowledge, and resources to perform the Services as described in the RFP. The Proposer with the lowest Price proposal may not necessarily be awarded a Contract. The District reserves the sole right to determine the best Proposal.

Section 3.00 SCOPE OF WORK

The Project Manager shall provide the services described in the sample contract document, as well as the following:

1 GENERAL SERVICES:

- 1.1 Act as Owner's representative during all phases of the Project on behalf of the District;
- 1.2 Generate and distribute throughout all phases management information reports detailing project progress, including schedule and monthly project budget status updates;
- 1.3 Report on a regular basis and/or as otherwise requested by the Director of Facilities, to the Board of Directors, and Citizen Oversight Committee.
- 1.4 Attend public meetings as a representative of the District;
- 1.5 Establish, under the direction of the Director of Facilities, an in-District capital construction office, including maintenance of related records, documentation, design data, drawings, correspondence, etc., pertaining to the Project;
- 1.6 Service as the District's representative in all matters with regulative authorities including but not limited to: Bureau of Labor and Industries, local/county building authorities, Division of State Lands, State/Local Fire Marshal, Building Inspector(s), and OR-OSHA;
- 1.7 Provide presentations/tours to any Citizen Oversight Committee or interested parties as requested by the Director of Facilities.

2 DESIGN PHASE ACTIVITIES:

- 2.1 Assist in the selection of contractors/consultants related to post-bond activities and construction activities and negotiate and administer their contracts on behalf of the District;
- 2.2 Develop standard forms of consultant/contractor agreements with District counsel as required to complete construction activities. This includes architects, engineers, and various other consultants as necessary;
- 2.3 Assist the District's Architect with development of General/Supplemental Specifications;
- 2.4 Prepare and implement procedures for administration of the design and construction contracts by both the Architect and the District (project specifications manual including accounting and reporting requirements);
- 2.5 Establish and implement cost monitoring, saving, and control procedures. Review and provide recommendations and approval on all payment applications associated with construction projects;
- 2.6 Monitor design progress for conformance to the master schedule milestones, and update the master schedule as required;

2.7 Review all design documents and construction documents for compliance with District objectives and design standards. Provide written commentary and resolve all inconsistency based on District design standards and objectives;

2.8 Review of estimates prepared by independent consultants for compliance with budget parameters. In the event of any apparent cost overrun, immediately notify the District of the circumstances and develop corrective action to be taken;

2.9 Coordinate periodic design review meeting with the Director of Facilities to ensure appropriate user and/or public participation;

2.10 Verify proper coordination of separate construction contracts, if any, and incorporation of District-furnished materials, equipment, and furniture into general contracts;

2.11 Coordinate review of project constructability based on completed construction documents. Coordinate specifications for owner-furnished materials that are complete and ready for competitive bid, in compliance with State of Oregon Purchasing Policies and District Purchasing Procedures.

2.12 Provide owner with various construction options and implement methods selected by District that may involve cost savings, accelerated construction, or other benefits to the District.

2.13 The District does not expect the Proposer to establish an “office presence” in the District during the Design Phase.

3 BID AND AWARD PHASE ACTIVITIES;

3.1 If an alternative contracting method is selected for use by the District, develop and administer the selection process for the General Contractor;

3.2 Assist the District’s Architect in preparation of the bid advertisement, and issue of the bid documents and addenda;

3.3 With the District’s Architect, conduct the Pre-Bid Conference, if applicable;

3.4 With the District, receive and evaluate the bids/proposals, and make recommendations regarding contract award;

3.5 Coordinate the issue of the appropriate form of contract, notice-of-award, and notice-to-proceed to the contractor(s).

4 CONSTRUCTION PHASE ACTIVITIES:

4.1 Conduct the Pre-Construction conference with assistance from the District’s Architect;

4.2 Conduct weekly site progress meetings and prepare and distribute meeting minutes;

4.3 Attend Citizen Oversight Committee meetings as prescribed by the District;

- 4.4 Coordinate, evaluate, recommend, and expedite the processing of contractor change order proposals and time extension requests;
- 4.5 Evaluate and recommend District action regarding changes to the construction schedule;
- 4.6 Conduct on-site observation of work in progress for compliance with the contract documents. Recommend corrective action for work found not in compliance, and monitor contractor response. Site observation visits shall be conducted as often as required for project manager to effectively manage and document the progress of construction and to effectively and efficiently resolve outstanding issues;
- 4.7 Coordinate the work of District held contracts;
- 4.8 Analyze contractor claims, if any, and recommend District action;
- 4.9 Assist in contract substantial completion and close-out activities;
- 4.10 Coordinate District occupancy of completed facilities;
- 4.11 Receive contract close-out documentation, and with the District's Architect, recommend final acceptance to the District;
- 4.12 Advise District and coordinate building commissioning activities for all new building construction, if any;
- 4.13 Assist District in application for possible energy savings, rebates, or funding from State and utility companies' programs;
- 4.14 Develop a warranty management process for the District to utilize throughout any applicable warranty period;
- 4.15 The District anticipates the Proposer will provide personnel in the District a minimum of one day per week during the Construction Phase.

Section 4.00 LEGAL INFORMATION

- 1 **CONTRACT FORMAT:** The Owner will negotiate with the Proposer using a standard contract. The contract terms which may be negotiated include the details of contract performance, timing assignments of risk, fee and costs, and other matters that affect cost or quality
- 2 **RISK OF LOSS AND DAMAGE:** The Proposer will be liable for all damages arising out of the Proposer's negligence or fault in connection with this RFP. The District will not be responsible for the loss or damage of any items during the RFP process, unless negligence on the part of the District has been established in a court of law.

The District will not be responsible for any loss or for any unanticipated costs that may be suffered by the successful proposer as a result of the Proposer's failure to fully inform themselves in advance in

regard to all conditions pertaining to the duties required. No statement made by any officer, agent, or employee of the District will be binding on the District.

Additionally, Proposers warrant that they have checked their Proposal for errors and omissions and that the prices stated in the Proposal are correct and as intended and are a complete and correct statement of prices for performing the duties specified herein.

- 3 COMPLIANCE WITH LAW: All Proposers must be “Equal Opportunity Employers” and comply with the appropriate provisions of state and federal law. All Proposers shall be required to comply with ORS 656.017 regarding Worker’s Compensation. No proposal will be received or considered by the District unless the proposal contains a statement as to whether the firm is a resident Proposer as defined in ORS 279A.120.

By submitting this proposal, the respondent certifies conformance to applicable federal acts, regulations, executive orders, and Oregon statutes and administrative rules concerning affirmative action toward equal employment opportunities. All information, records, and reports that the respondent is required to maintain for this purpose by federal or state agencies having responsibility for the enforcement of such laws shall be supplied to the District upon request.

- 4 PREVAILING WAGE RATES: Prevailing wage rates for public works contracts in Oregon are required for any party working on this Project. No proposal will be received or considered by the Owner unless the proposal contains a statement that the firm will comply with the provisions of ORS 279C.800 – 279C.870 or 40U.S.C. 276a.

- 5 HOURS OF LABOR: In accordance with ORS 279C.520, if awarded the contract, Proposer agrees that no person shall be employed for more than ten (10) hours in any one-day, or 40 hours in any one-week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases on contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and a half pay:

- 5.1 For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday; or
- 5.2 For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and
- 5.3 For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

The Proposer further agrees to give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- 6 INCORPORATION OF PUBLIC CONTRACTING LAWS: The provisions of Oregon Revised Statutes 279C.500 through 279C.870, Public Contracts, as applicable, are incorporated herein by reference. Any Proposer executing a contract with the District for the services agrees to comply with said provisions.

- 7 PROMPT PAYMENT: Pursuant to ORS 279C.515, the Proposer agrees that if it fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by the contractor or a subcontractor by any person, in connection with the public contract, as such claim becomes due, the proper officer or

officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract. The payment of a claim in the manner authorized in this section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

- 8 **OWNERSHIP OF DOCUMENTS:** All documents, reports, proposal submittals, working papers or other material submitted to the Owner from Proposer shall become the sole and exclusive property of the Owner, the public domain (except for materials deemed to be excluded as trade secrets), and not the property of the Proposer. The Proposer shall not copyright, or cause to be copyrighted, any portion of any said documents submitted to the Owner as a result of this solicitation.
- 9 **LICENSES AND PERMITS:** The Proposer shall maintain in effect all licenses, permits and certifications required for the performance of the work, if any. The Proposer shall notify the District immediately if any license, permit or certification required for the performance of this contract, if any, ceases to be effective for any reason.
- 10 **OSHA:** During the performance of this contract, the Proposer is required to comply with the conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA) and the standards and regulations issued there under. The Proposer shall further agree to hold the District, their respective employees, agents, and assigns harmless and free from liability for failure to comply with said standards and regulations by the responder. It shall be the sole responsibility of the Proposer to remain familiar with said standards and regulations and maintain their enforcement.
- 11 **PUBLIC RECORDS:** Notwithstanding any requirements to make Proposals open to public inspection, the Owner may withhold information exempt or conditionally exempt from disclosure under Oregon Public Records law on the following conditions: 1) If the proposer reasonably believes there are any grounds for exempting information for disclosure under such law, they shall mark the information accordingly; 2) Many exemptions are conditioned upon official or judicial determinations. It shall be the Proposer's obligation to establish that the information is exempt from disclosure; 3) The proposer shall defend, indemnify, and hold the Owner harmless from any claim or administrative appeal, including costs, expenses and any attorney's fees, related to a request to disclose information which Proposer has labeled as confidential. The Owner will not keep confidential information about cost, price, and delivery, which may be open to public inspection. Generally any resulting contract is a public record. The Owner shall be entitled to use information which the Proposer has labeled as confidential, in whole or in part, for proposal evaluation and may make copies for this purpose. Any restrictions related to the information marked confidential do not apply, if the Owner has the right to or has obtained the information from another source.
- 12 **NON-DISCRIMINATION:** No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this proposal, on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age or marital status. Any violation of this provision shall be considered a material defect of the contract and shall be grounds for cancellation, termination or suspension in whole or in part of the contract by the District.
- 13 **NO GUARANTEE OF CONTRACT:** This request for Construction Project Management services does not commit the Owner to award a contract and to pay any cost incurred by companies responding to the proposal. Any and all costs incurred by a Proposer associated with the submission of a Proposal,

interview, contract negotiation, and related expenses are solely the responsibility of that Proposer. The District is not responsible for any Proposer expenses associated with this RFP.

- 14 MECHANICS LIENS OR STOP NOTICES: The resultant contract shall at all times indemnify and hold the Owner harmless from all claims, losses, demands, damages, cost, expenses or liability costs for labor or materials in connection with construction, repair, alteration or installation of structures, improvements, equipment or facilities, and from the cost of defending against such claims, including attorney’s fees and costs.

Section 5.00 PROTEST PROCESS

- 1 RFP PROTEST AND REQUEST FOR CHANGE: For related services contracts, a prospective Proposer may submit a written protest of anything contained in this Request for Proposal and may request a change to any provision, specification, or Contract term contained in this Request for Proposal, no later than seven (7) calendar days prior to the date Proposals are due. The District may not consider any protest that is submitted after the submission deadline.

1.1 PROPOSER’S WRITTEN PROTEST AND REQUEST FOR CHANGE SHALL INCLUDE:

- The reasons for the protest or request; and
- Any proposed changes to the Request for Proposal provisions, specifications, or Contract terms.

1.2 A PROPOSER SHALL MARK ITS PROTEST AS FOLLOWS:

- “Request for Proposal Protest” or “Contract Provision Protest”; and
- RFP Document number (or other information as specified in the RFP document).

- 1.3 OWNER RESPONSE: A duly authorized representative of the District shall resolve all timely submitted protests within a reasonable time following the District’s receipt of the protest and once resolved, shall promptly issue a written decision on the protest to the Proposer who submitted the protest. If the protest results in a change to this Request for Proposal, the District shall revise the Request for Proposal accordingly and shall re-advertise the Request for Proposal.

- 2 PROTEST OF INTENT TO AWARD: A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the District no later than seven (7) calendar days after the date of the selection notice. The District may not consider any protest that is submitted after the submission deadline. Consultants may submit a written protest of the District’s selection of a consultant for award of a contract as follows:

- 2.1 SINGLE AWARD: A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of the RFP or because the higher ranked Proposers otherwise are not qualified to perform the related services described in this RFP.

- 2.2 MULTIPLE AWARD: A Proposer submitting a protest must claim that the protesting Proposer is one of the highest ranked proposers because the Proposals of all higher ranked Proposers failed to meet the requirements of the RFP, or because a sufficient number of

Proposals of higher ranked Proposers failed to meet the requirements of the RFP. In the alternative, a Proposer submitting a protest must claim that the Proposals of all higher ranked Proposers, or a sufficient number of higher ranked Proposers, are not qualified to perform the related services described in this RFP.

- 2.3 OWNER RESPONSE: A duly authorized representative of the District shall resolve all timely submitted protests within a reasonable time following the District's receipt of the protest and once resolved, shall promptly issue a written decision on the protest to the Proposer who submitted the protest.

Section 6.00 RFP PROCESS

1 RFP POSTED: Public notice of the RFP will be published in appropriate publications.

2 WRITTEN QUESTIONS AND ADDENDA

- 2.1 Questions regarding the information contained in the RFP must be submitted to the RFP Contact no later than **3:00 PM PST, June 24, 2022**. All questions must be **RECEIVED** by the specified date and time. No oral questions will be accepted other than at the Pre-proposal Conference. E-mail questions to the addresses below.

- For Questions regarding the RFP process:
Bob Archer, Dallas School District
bob.archer@dsd2.org

- 2.2 All questions received by the parties listed above that require clarification or modifications to the terms and conditions of the RFP will be answered by addenda to this RFP. Addenda will be emailed to those on the Interested Parties List no later than **June 30, 2022** and posted on the District's website. No information received in any manner different than as described herein will serve to change the RFP in any way, regardless of the source of the information. Any request for clarification, changes, or protest of anything contained in an addendum must be received by the date and time stated in the addendum, or they will not be considered. Anonymity of the source of the specific questions will be maintained in the written response.

- 3 ADDENDA: If in the Owner's opinion, additional information or interpretation is necessary, such information will be supplied in the form of an addendum. Addenda shall have the same binding effect as though contained in the main body of the RFP. Any oral instructions or information concerning the specifications or other information given out by the Owner to prospective firms shall not bind the Owner. All addenda shall be issued by the RFP Contact in the same manner of posting as the original RFP document.

Dallas School District will respond in writing to all questions.

If it becomes necessary for Dallas School District to revise any part of this RFP, or to provide clarification or additional information after the documents are released, updates will be posted on the District's website and all places that this RFP was advertised. Please check the web page frequently for updates.

- 4 **PROTEST OF SOLICITATION PROCESS:** Protest of the specifications or contract terms and conditions pertaining to the RFP must be submitted in writing to the RFP Contact no less than seven (7) calendar days before the proposal opening. All responses will be made in the form of addendum and sent to all firms on the Interested Parties List.
- 5 **RFP PROPOSAL DUE AND OPENED:** Interested Proposers' proposals must be received no later than **2 p.m. on July 6, 2022**. Submittals shall be mailed or delivered to:

**Bob Archer
Director of Facilities
Dallas School District No. 2
111 SW Ash Street
Dallas, OR 97338**

RFP's will be opened at the school district office by the RFP Contact. Since this process involves an RFP and not a straight Bid, the names of participants submitting proposals may be announced, but their cost proposals will not. Information is available and all proposals may be reviewed at the **Dallas School District** office located at **111 SW Ash Street, Dallas, OR 97338** by appointment only, once the Intent of Award is announced.

- 6 **LATE SUBMISSIONS:** A proposal shall be considered late if received at any time after **2:00 PM PST, July 6, 2022**. Proposals received after the specified date and time will be rejected and returned unopened.
- 7 **INITIAL EVALUATION:** Proposals submitted in response to this solicitation will be reviewed and scored by the Evaluation Committee of at least three (3) members selected from the following groups:
- **School District Administration**
 - **School District Facility Employees**
 - **Community members**
 - **Community groups**
 - **Municipal groups**
 - **Licensed/Classified Employees**
- 8 **SHORTLIST:** The top three (3) finalists will be invited to an interview by the Committee. The Owner will provide the top three (3) finalists with written notice. A Proposer not included in the shortlist may protest. For information regarding the Protest process see Section 4.00 of this RFP.
- 9 **REFERENCES:** References for the finalists will be checked by members of the Committee. Response information will be provided to all members of the Committee.
- 10 **INTERVIEWS:** Interviews are optional in the District's sole and absolute discretion. Should interviews be held, the shortlisted firms will all be asked the same questions in regards to:
- Project understanding
 - Project approach
 - Project innovation
 - Project communication philosophy

Project Manager and/or any key staff listed in the proposal must be present at the interview. Interview criteria will be provided to the Proposers being selected for an interview at least 24 hours prior to interview. At the time of notification, any required supplemental information will be provided to the firm(s). The Proposer must address any exceptions at the time of interview.

If elected by the District, interviews to be held at the Dallas School District Office, located at 111 SW Ash Street, Dallas, OR 97338. Dates available for interviews with the top finalists will be approximately July 20, 2022 through July 22, 2022. All Proposers should ensure these dates are kept available for potential scheduling.

11 INTERVIEW QUESTION SCORING: Interview questions will be scored based on the following criteria:

90-100% - The candidate demonstrates a complete understanding of the question subject matter and significantly exceeds response expectations.

70-89% - The candidate demonstrates a strong understanding of the question subject matter and meets or exceeds response expectations.

40-69% - The candidate demonstrates a general understanding of the question subject matter, but answers may contain some weaknesses and deficiencies.

20-39% - The candidate demonstrates a vague understanding of the question subject matter and communicates a below average response.

0-19% - The candidate demonstrates an insufficient understanding of the question subject matter.

12 FINAL EVALUATION: The results of the proposal evaluations, interviews and reference checks shall be used to determine a final ranking for the finalists. The District will request that finalists submit a pricing proposal pursuant to the requirements of ORS 279C.110(5)(c)(A) and (B). The District shall not assign more than 15% of the overall weight of the evaluation criteria to any one Proposer's price proposal.

13 SELECTION: The evaluation committee will provide a recommendation to the **School Board** for their consideration and approval. This is currently scheduled for **August 8, 2022**. For information regarding the Protest of Intent of Award, refer to Section 4 of this RFP.

14 NON-SELECTED PROPOSERS: If proposers that are not-selected wish to follow up with the Owner, they may request a meeting within seven (7) calendar days of announcement of Notice of Intent to Award.

15 CONTRACT NEGOTIATIONS: Upon **School Board** approval of the Evaluation Committee's recommendation, the Owner will proceed to negotiate a contract with the approved Proposer. If negotiations are not successful, the Owner may break off negotiations and begin negotiations with the number two ranked Proposer, and so forth until a contract is negotiated. The **School Board** must approve and make final award of Contract.

16 PROPOSER WITHDRAWAL FROM PROCESS: Once submitted, any firm proposing may withdraw the proposal at any time prior to the day of opening. However, all proposals shall be irrevocable for a period of sixty (60) days from the day of the opening.

Section 7.00 RFP SCHEDULE:

The milestones for the selection process are defined below. **The dates are approximate and SUBJECT TO CHANGE.**

Activity	Date
1. Legal Advertisement	June 10, 2022
2. Last day to submit questions for clarification	June 24, 2022 - Time 3:00 PM
3. Addendum issued/Owner’s written response to questions	by June 30, 2022 - Time 3PM
4. Last day to submit prequalification statements	July 5, 2022
5. Last day to submit proposals	July 6, 2022 - Time 2:00 PM
6. Evaluation Committee meets	July 12, 2022
7. Evaluation Committee interviews min. top three proposers (at the District’s option)	July 20-22, 2022
8. Notice of Intent to Award	August 9, 2022
9. Award Contract	August 8, 2022

Section 8.00 EVALUATION CRITERIA

Proposals will be evaluated on the basis of the following areas and points assigned:

<u>Evaluation Criteria</u>	<u>Maximum Possible Points</u>
Cover Letter	0 points
Firm Experience	15 points
Construction Project Management Related Experience	20 points
Key Personnel Experience	20 points
Overall Project Understanding / Approach	20 points
Scheduling Approach	10 points
Fee	10 points
References	5 points
Maximum Possible Points	100 points

Section 9.00 SUBMISSION REQUIREMENTS

- 1 **RESPONSE FORMAT:** The responses shall be organized in the manner and shall be presented in the same sequence as indicated below. Any deviation from the format may result in the Evaluation Committee being unable to locate specific information which may result in a loss of points.

Proposals shall be limited to twenty (20) 8-1/2 x 11 pages total (or the electronic equivalent), including all exhibits and/or attachments. 11x17 sheets and fold-outs should not be used. All pages shall be numbered. The following pages are exempt from the 20 page limit: cover and back of submittals, a one page cover letter, a one page table of contents, resumes of key personnel, tab and blank divider pages, certified letter from bond and surety company, and the non-collusion and proposal forms.

The Proposals shall be tabulated in separate sections in response to the detailed proposal requirements. No other material shall be submitted. The Proposal must be signed by an officer of the Proposer with the authority to commit the firm.

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

- 2 **DOCUMENTS REQUIRED:** Proposal Packages must include the following:
 - Response documents and all requested additional related items such as resumes, schedules, bonding certificates etc.
 - Statement of Prequalification (Attached as Exhibit A)
 - Statement of Assurance (Attached as Exhibit B)
- 3 **SAMPLE CONTRACT:** A sample contract is attached to this RFP. The District reserves the rights to change the terms of the sample contract, if in the public interest or for terms more favorable to the District. The District and the Proposer shall negotiate terms prior to entering into a finalized contract.
- 4 **NUMBER OF RESPONSES REQUIRED:** Proposers shall submit ONE ORIGINAL AND FIVE (5) COPIES of the total proposal and attachments. In addition, Proposers shall submit one USB flash drive with a copy of the complete RFP in PDF file format

Section 10.00 PROPOSER'S RESPONSE DOCUMENT:

Proposals must reply to each of the following items. Responses must appear in the same order listed below. Concise and direct answers are encouraged. By listing individuals in the proposal, the Proposer guarantees that these individuals will be available to work on the Project for the time necessary to complete the necessary work. The District further reserves the right to request a substitution of personnel if deemed to be in the best interest of the District.

- 1 **COVER LETTER:** A letter of introduction stating that the applicant wishes to be considered for the project. Include full name of firm or joint venture, RFP contact person, email address, mailing address, telephone and facsimile numbers. If joint venture, the relationship of the two parties shall be indicated in terms of percentage participation in the work and in the fee.
- 2 **FIRM EXPERIENCE:**

- 2.1 **Firm Description:** Provide a brief description of your firm and its capabilities. Include annual volume figures for the past five years. If a joint venture, provide the information for each of the firms involved. Provide a resume of all personnel listed to be involved with this Project.
- 2.2 **Project Experience:** Describe overall firm experience, and provide a listing, in chronological order, in chart format, of your firm's last completed public projects similar in nature to this Project. Information on these projects should include completion date; name of owner; contact person and current phone number; location of the project; and a brief description of the projects. Provide a listing, in chronological order, in chart format, of your firm's experience with K-12 public building construction and/or construction management (emphasis should be placed on projects where students and staff were present during construction). Information about the project should follow the format and include the same information required above.
- 2.3 **Specific Facility Experience:** Describe specific experience, and provide a listing as indicated above, of your firm's experience in the following types of facilities, including all information indicated above:
 - **Public Agencies and Public Contracting:** Describe your firm's experience on projects for public agencies and performed under public contracting statutes and requirements.
 - **Remodeling:** Describe your firm's experience on projects where interior and exterior remodeling was done to existing timber framed structures.

3 **CONSTRUCTION PROJECT MANAGEMENT AND RELATED EXPERIENCE:** Describe firm experience with long range facility planning study assessment and prioritization projects for the public sector. The listing should follow the format described above in the previous item (If the firm's public sector long range facility planning study assessment and prioritization project experience is limited, experience with construction project management services for the private sector may be discussed.).

4 **KEY PERSONNEL EXPERIENCE:**

- 4.1 **Organization of Team:** Provide a project organization chart showing your proposed staff for this job.
- 4.2 **Team Member Resumes:** Include resumes for all individuals listed in the chart. Indicate the proposed percentage or full time equivalent (FTE) that each person will work on this project during the 1) Phase I – Pre-Construction Services, and 2) Phase II – Construction Phase Services. (100% = 1.0 FTE). The resumes shall include each individual's education, work history, length of tenure with your firm, and relevant, prior experience.
- 4.3 **Additional Team Members:** For those individuals that are not full time, describe how they will work on the project. If your proposal involves individuals from more than one firm, describe prior experience, if any, of the firms and individuals work with each other, and how the proposed team will work for this project. By listing the individuals in the proposal, the firm assures that these individuals will work on the project at an approximate minimum of the percentages shown. The Owner reserves the right to request a substitution of personnel if

deemed to be in the best interest of the Owner.

Should the firm be invited to an interview, the key personnel listed above will need to be in attendance and questions may be directed solely to them. At a minimum, the Project Manager, Superintendent and Project Executive dedicated to the project shall be in attendance at any interview.

5 OVERALL PROJECT UNDERSTANDING / APPROACH:

- 5.1 **Organizing the Project:** Describe your firm's overall project management plan through the completion of the Project. Discuss your approach to reviewing the program, and services to be provided during design each phase of the Project. Within the parameters described in this RFP, how would you organize and monitor the work to ensure quality, function, timely completion and cost within or under budget?
- 5.2 **Project Management:** Describe how your firm will approach the project management aspects of this project. How will your firm ensure that the Owner's needs are met?
- 5.3 **Organizational Tools:** Discuss your firm's approach to providing the successful Construction Project Manager services, including cost, schedule and quality effectiveness. Include specific examples of actual products, such as estimates, progress reports, schedules, constructability reviews, value engineering studies, forms, general conditions budgets, organizational structures, etc.
- 5.4 **Problem Solving:** Describe your approach to problem solving for this project. Describe the largest challenge your firm faced within the last five years in working on similar projects, and how you resolved that challenge.

6 SCHEDULING APPROACH: Describe how your firm will ensure the schedule requirements are met. Specifically, how will your firm organize your work, staffing, and coordination of team members in order to ensure that all schedule milestones are achieved? How will your firm report progress and mitigate delays?

7 COST CONTROL: Give a description of how your firm will manage the work to control costs and optimize savings during the pre-construction and construction phases.

8 FEE: Provide a proposal of fees and cost, including any applicable rate schedules, for the services described in the RFP and attachments.

Please note: Estimates for fees and costs shall be accompanied with a detailed breakdown. This fee information, while a critical element of the evaluation/selection process, will also be used in the negotiation of the final agreement.

The Fee criteria will be evaluated based on clarity of the cost breakdown, the cost itself, and what is included or excluded in the breakdown of cost.

9 REFERENCES: Provide at least two (2) references for projects of similar size and scope including client name, key contact's name, address, email, and phone number.

- 10 ADDITIONAL REQUIREMENTS: By submitting a proposal, the Proposer certifies that the Proposer has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

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

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

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

Exhibit B
STATEMENT OF ASSURANCES

PROJECT TITLE: **Long Range Facility Construction Project**
 Construction Project Manager

PROJECT LOCATION: **Dallas, Oregon**

- 1) The undersigned attests that he/she has the authority and/or responsibility to represent the organization submitting this Proposal in all phases of the Request for Proposal (RFP) process and in this Statement of Assurances.
- 2) The Proposer understands that this RFP is considered an integral part of the RFP process, and RFP terms shall be binding on the Proposer. Failure of the successful Proposer to accept these obligations in a Contract as authorized by the Statement of Assurances may result in cancellation of an award.
- 3) The proposer accepts all terms and conditions contained in this RFP and the RFP and Proposal Response, and any modifications will be made part of the contract documents. It is understood that all proposals become part of the public file on this matter, unless limited and specific information is identified and exempt under Oregon Public Records Law.
- 4) The undersigned understands that any false or substantially incorrect statement in the RFP or Statement of Assurances may disqualify this Proposal from further consideration or any further Contract.
- 5) The Proposer understands that in responding to the RFP, the Proposer agrees to comply with all applicable federal, state, and local laws, regulations and requirements related to the RFP and performance of any resulting Contract, including but not limited to those referenced in this RFP.
- 6) The undersigned acknowledges receipt of and agrees to be bound by this Exhibit A, as well as any additional addenda or Exhibits issued until intent of Award has been posted.
- 7) The Proposer certifies that it can meet the insurance requirements outlined in the proposed Contract (Insurance Coverage Required) and the Proposer understands that such coverage must be kept active during the entire term of the Contract, if selected.
- 8) Non-Collusion: The undersigned certifies that:
 - a) This bid has been arrived at independently and is being submitted without collusion with any other vendor of materials, supplies, equipment or services to limit independent bidding or competition, and
 - b) The contents of this bid have not been communicated by the undersigned or its employees or agents to any person not an employee or agent of the undersigned or its surety on any bond furnished with the bid, and will not be communicated to such person prior to the official opening of the bid.
- 9) The Proposer is a resident Proposer _____ or nonresident Proposer _____ of the State of Oregon as defined in ORS 279A.120.
- 10) The Undersigned agrees, if awarded a contract, that they will comply with the provisions of **ORS 279C.800 – 279C.870** or **Davis-Bacon 40 U.S.C 3141 et seq** as applicable, pertaining to the payment of the prevailing wage rates. By signing below the Undersigned agrees that he/she affirmatively acknowledges the following:
 - (a) Compliance with ORS 279C.838 and 40 USC 3141 et seq (if both state and federal Davis-Bacon applies.

IF the state rate is higher, the contractor and every sub-contractor shall pay at least the state rate); or compliance with ORS 279C.840 (Davis-Bacon does not apply, and only the state prevailing rate of wage is to be paid); or compliance with 40 USC 3141 et seq (only Davis-Bacon rate of wage applies, or is the highest one for all of the job categories).

- 11) In the event the Proposer is awarded the contract and fails to complete the work within the time frame specified, including extensions granted, liquidated damages shall be paid to the Owner as outlined in the General Conditions attached in the Contract.
- 12) By signing this page the Proposer hereby certifies that it has not discriminated against minority, women or emerging small business enterprises in obtaining any sub-contracts, and the Proposer hereby certifies that to the best of its knowledge, it is in compliance with all Oregon Tax laws described in ORS 305.380(4).

I, the undersigned, have read and thoroughly understand the requirements, special provisions, Proposal Instructions and all other Conditions of the RFP issued by **Dallas School District** for the **Long Range Facility Construction Project**. I have read and understand the entire contract provisions included in the RFP and agree to abide by and fulfill the requirements thereof if awarded the Contract as a result of this RFP.

Firm Name: _____

Address: _____

Phone: _____ **Fax:** _____

Authorized Representative's Signature: _____

Type or Print Name: _____

Representative's Title: _____

Date: _____

Federal Business I.D. No. _____

NOTARY:

Subscribed and sworn before me this _____ day of _____, 20_____.

_____ Notary Public for the State of _____.

My commission expires _____.

END OF DOCUMENT

SAMPLE CONSULTANT AND RELATED SERVICES CONTRACT

Dallas School District No. 2

THIS CONSULTANT AND RELATED SERVICES CONTRACT (the “Contract”) is between the Dallas School District No. 2, by and through its School Board (the “Owner”), and _____ (the “Consultant”) (collectively, the Owner and the Consultant are referred to as the “Parties”). This Contract is for all Services related to completion of the project more located at **111 SW Ash Street, Dallas, OR 97338** and particularly described as follows (the “Project”):

Company _____ DSD Contract # _____

Address _____ SSD Project/Phase _____

City, State Zip _____ Federal Tax ID # _____

Phone _____ Fax # _____

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through fair and competitive negotiations for Construction Project Management Services related to the Long Range Facility Construction Project (“Project”).

This Contract shall become effective on the date the Contract is fully executed by both the District and the successful Consultant and/or Consultant’s firm and all required Dallas School District No. 2 approvals have been obtained. This date is known as the Contract “Effective Date.” No Services shall be performed prior to the Contract Effective Date. The Contract shall expire, unless otherwise terminated or extended, on _____, 2022. Generally, “the Services” to be performed by the Consultant on the Project include assisting the District in planning and implementing long range facility projects identified by its Architect/Consultant.

The Services are more specifically described in the **EXHIBIT 1: Statement of Work**, attached to this Contract. The Owner agrees to pay Consultant a sum not to exceed (\$_____) for performance of the Services, which does not include all allowable expenses. Consultant progress payments shall be made in accordance with **EXHIBIT 2: Consultant Compensation**.

This Contract consists of the introductory provisions and signature page(s) of this Contract, Section 1-Relationship Of The Parties, Section 2-Consultant’s Professional Responsibility, Section 3-Responsibilities Of The Owner, Section 4-General Contract Provisions and the following exhibits attached hereto and incorporated herein by this reference:

Exhibit 1: Statement of Work

Exhibit 2: Consultant Compensation

Exhibit 3: Insurance Provisions

Exhibit 4: COVID Addendum

EXCEPT AS PROVIDED IN THE APPLICABLE STATUTES, THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER ADDRESSED HEREIN. THE TERMS OF THIS CONTRACT CAN NOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED, OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES AND CONTAINING ALL REQUIRED DALLAS SCHOOL DISTRICT NO. 2 APPROVALS. ANY SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION, OR AMENDMENT, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED HEREIN. CONSULTANT, BY ITS AUTHORIZED REPRESENTATIVE'S SIGNATURE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS CONTRACT, AND ANY AMENDMENTS TO THIS CONTRACT, MAY BE EXECUTED IN COUNTERPARTS (EACH OF WHICH SHALL BE AN ORIGINAL AND ALL OF WHICH SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT) OR IN MULTIPLE ORIGINALS. A FAXED FORM OF THIS CONTRACT OR ANY AMENDMENT THERETO, EXECUTED BY ONE OR MORE OF THE PARTIES, WILL CONSTITUTE A COUNTERPART HEREOF, AS LONG AS THE COUNTERPART BEARING THE PARTY'S ORIGINAL SIGNATURE IS TRANSMITTED.

OWNER: Dallas School District No. 2

CONSULTANT:

By:

By:

_____, Its _____

_____, Its _____

1. RELATIONSHIP OF THE PARTIES

1.1. The Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. The Consultant's performance of Services shall be as a professional consultant to the Owner to serve as the Owner's representative in coordinating implementation of the identified projects between the Architect and the CM/GC to ensure the District's interests are being met for the duration of the Project. The Services to be performed by Consultant may include the following components:

1.1.1. Develop and schedule a comprehensive project management plan, including schedules for each project and how it relates to each of the buildings. The schedule should contain the priority for each project. The schedule should contain milestones identifying the work. The schedule should contain milestones identifying the work to be performed by the design team and the District.

1.1.2. Consult with the District and assist as required in the selection of consultants and contractors necessary for the Project. Advise District of observations regarding deficiencies in the performance of consultants and contractors. Confirm that contractors have adequate safety plans.

1.1.3. Consult with the District in refining the Project budget and establishing and maintaining a detailed cost model for the work as the design evolves.

1.1.4. Assist in life cycle value analysis from drawings, specifications, other design standards and criteria, and alternative designs as may be requested by the District.

1.1.5. Assist the District and advise as to the construction delivery system that is in the best interest of the District and the Project.

1.1.6. Maintain all documentation related to the Project using an electronic filing system.

1.1.7. With the District, develop a strategy for obtaining land use approvals and permits in a timely fashion. Meet with building and other regulatory officials as appropriate.

1.1.8. Review the plans and specifications on a continuous basis and advise the District whenever the estimated costs are tending to exceed line items from the model budget. In a timely fashion, provide the District with alternatives that will bring the Project cost within budget, without compromising the scope or Project timeline agreed to in the outline specification. Continually update the Project cost and identify opportunities for cost savings.

1.1.9. Review architectural, civil, mechanical, and structural plans as they are developed and make value engineering and constructability recommendations.

1.1.10. Review all design and specification documents for completeness, proper details, compliance with the program and master plan requirements, and adherence to codes or applicable agency requirements.

1.1.11. Assist the District and its design team to prepare and put out to bid early bid packages as determined appropriate.

1.1.12. Work with the District's Director Facilities in all aspects of the Project.

1.2. In administering this Contract, the Owner may retain the services of an independent project manager, and potentially, other consultants as needed to fulfill the Owner's objectives.

1.3. Consultant shall not enter into any subcontracts for any of the work required by this Contract or assign or transfer any of its interests in this Contract, except as may be expressly authorized by Owner in writing. In the event of a subcontract, it shall expressly state that it is subject to the terms and conditions hereof.

1.4. The Consultant shall provide to the Owner a list of the proposed key Project personnel of the Consultant to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the Owner. The Consultant acknowledges that this Contract was awarded on the basis of the unique background and abilities of the key personnel identified by Consultant. Therefore, Consultant shall make available key personnel as identified in its Proposal. Any attempted substitution without written consent of Owner shall constitute a material breach of the Contract. In the event that key personnel become unavailable to Consultant, the Parties shall mutually agree upon appropriate replacements. Likewise, the Consultant shall remove any individual from the Project if so directed by Owner in writing following discussion with the Consultant, provided that Consultant shall have a reasonable time period within which to find a suitable replacement.

2. CONSULTANT'S PROFESSIONAL RESPONSIBILITY

2.1. By execution of this Contract, the Consultant agrees that:

2.1.1. The Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Contract to design and administer a project having this scope and complexity; and will perform such Services pursuant to the standard of care defined in Section 4.4.1 of this Contract.

2.1.2. The Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Contract.

2.1.3. The Consultant either is, or will in a manner consistent with the standard of care defined in Section 4.4.1 of this Contract, become familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project. Any drawings, specifications, deliverables and other documents prepared by the Consultant shall be prepared in accordance with this standard of care in an effort to accurately reflect, fully comply with and incorporate all such laws, rules, and regulations.

2.2. The Consultant hereby agrees that it will prepare, in a manner consistent with the standard of care defined in Section 4.4.1 of this Contract, all drawings, specifications, deliverables and other documents pursuant to this Contract so that they are complete and functional for the purposes intended (except as to any deficiencies which are due to causes beyond the control of the Consultant) and that the Project, if constructed in accordance with the intent established by

such drawings, specifications, deliverables and other documents, shall be structurally sound and a complete and properly functioning road suitable for the purposes for which it is intended.

2.3. The Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, specifications, deliverables and other documents prepared by the Consultant, at no additional cost to the Owner. The Consultant further agrees, at no additional cost to the Owner, to render assistance to the Owner in resolving problems relating to the Project design or to specified materials.

2.4. When Consultant's work is performed in or on school sites, Consultant shall comply with the following:

2.4.1. Consultant has been provided with and acknowledges receipt of the following Owner policies: GBNA, GBNA-AR, JHFF, and JHFE. If Consultant or Owner receives reports or allegations of sexual conduct or abuse involving one of Consultant's employees, Consultant agrees to immediately remove that employee from providing services to the Owner, and if the report is received by Consultant, Consultant will immediately inform Owner of the report. Consultant will follow Owner's requests for removal of such employees following a report or allegation. Consultant will cooperate in any investigation being conducted by Owner, law enforcement, or any other local, state, or federal agency. Consultant has received information regarding abuse and sexual conduct and Owner will provide current information to Consultant on an annual basis.

2.4.2. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Consultant will ensure that Consultant and its officers, agents, and employees will have no direct unsupervised contact with students. Consultant will work with Owner to ensure compliance with this requirement. If Consultant is unable to ensure through a security plan that none of its officers, agents, or employees will have direct, unsupervised contact with students in a particular circumstance or circumstances, Consultant shall so notify the Owner prior to beginning any work that could result in such contact. Consultant authorizes Owner to obtain information about Consultant and Consultant's history and to conduct a criminal background check, including fingerprinting, of any officer, agent, or employee of Consultant. Consultant shall pay all fees assessed by the Oregon Department of Education for processing the background check. Owner may deduct the cost of such fees from a progress or final payment to the Consultant under this Contract, unless Consultant elects to pay such fees directly.

2.4.3. Consultant will not disclose any information or records regarding students or their families that Consultant may learn or obtain in the course and scope of Consultant's performance of this Contract. Consultant recognizes that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years. Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Consultant in the performance of this Contract may not be re-disclosed to third parties without written consent of the students' parents/guardians and must be used only for the purposes identified in this Contract.

2.4.4. Consultant shall comply with the child abuse reporting law (ORS 491B.005 through 419B.050) as if Consultant were a mandatory abuse reporter. Consultant shall immediately report to the proper state law or law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused. Consultant shall report to the school administrator or designated school authority the circumstances supporting reasonable cause to believe that any child has been abused.

3. RESPONSIBILITIES OF THE OWNER

The Owner's responsibilities under this Contract are to provide a budget that includes contingencies for design, bidding, changes in the Work during construction, fees for permitting and other governmental approvals, and other cost described below which are the responsibility of the Owner, and any documents or information necessary to obtain the services of Consultant.

4. GENERAL CONTRACT PROVISIONS

4.1. Contract Performance. The Consultant shall at all times perform the Services diligently, without delay and punctually fulfill all requirements herein, consistent with the schedule for the performance of Consultant's Services set forth in Exhibit 1. The passage of the Contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance. Time is of the essence in the performance of this Contract.

4.2. Access to Records. For not less than three (3) years after the Contract's expiration, the Owner, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Consultant which pertain to the Contract for the purpose of making audits, examination, excerpts, and transcripts. If for any reason, any part of this Contract, any Project-related consultant contract or any Project-related 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 the Owner and the other entities referenced above with full access to these records in preparation for and during litigation.

4.3. Funds Available and Authorized. Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract. Consultant understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current biennium is contingent on Owner receiving from the Oregon Legislative Assembly funds sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

4.4. Representations and Warranties.

4.4.1. Consultant's Representations and Warranties; Standard of Care. Consultant represents and warrants to Owner that: (i) Consultant has the power and authority to enter into and perform this Contract; (ii) When executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms; (iii) 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; (iv) 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; (v) the persons executing this Contract on behalf of the Consultant have the actual authority to bind the Consultant to the terms of this Contract; and (vi) the provisions of this Contract do not conflict with or result in a default under any agreement or other instrument binding upon the Consultant and do not result in a violation of any law, regulation, court decree or order applicable to the Consultant.

4.4.3. Representations and Warranties Cumulative. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations and warranties provided herein.

4.5. Insurance and Indemnity. Consultant shall maintain in effect for the duration of this Contract, or any other time periods required herein, the insurance required by this Contract, as set forth in Exhibit 3-Insurance Provisions. The Consultant shall indemnify, defend, save, and hold harmless Dallas School District No. 2 from Professional Liability claims, as described in 4.5.2 and all other liability claims as described in 4.5.1.

4.5.1. Claims Other than Professional Liability. Consultant shall indemnify, defend, save, and hold harmless Dallas School Board, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the acts or omissions of the Consultant or its Sub-consultants, subcontractors, agents, or employees under this Contract.

4.5.2. Claims for Professional Liability. Consultant shall indemnify, defend, save, and hold harmless Dallas School District No. 2, its officers, agents, and employees, from all claims, suits, or actions arising out of the professionally negligent acts or omissions of the Consultant or its Sub-consultants, subcontractors, agents, or employees in performance of professional services under this Contract.

4.5.3 Owner Defense Requirements. Notwithstanding the foregoing defense obligations under Sections 4.5.1 and 4.5.2, neither the Consultant nor any attorney engaged by the Consultant shall defend any claim in the name of Dallas School District No. 2, nor purport to act as legal representative of Dallas School District No.1, without the prior written consent of the Superintendent. Dallas School District No. 2 may, at anytime at its election assume its own defense and settlement of any claims, in the event that it determines that the Consultant is prohibited from defending the District, that the Consultant is not adequately defending the District's interests, that an important governmental principle is at issue, or that it is in the best interests of the District to do so. Dallas School District No. 2 reserves all rights to pursue any claims it may have against the Consultant if the District elects to assume its own defense.

4.5.4 Owner's Actions. This Section 4.5 does not include indemnification by the Consultant of the Owner for the Owner's acts or omissions, whether related to the Contract or otherwise.

4.6. Employment Status.

4.6.1. Consultant, Consultant's employees and the Sub-consultants are not "officers, employees, or agents" of the District or the Owner, as those terms are used in ORS 30.265. Consultant shall perform all Services as an independent contractor. Although Owner reserves the right (i) to set the delivery schedule for the Services to be performed and (ii) to evaluate the quality of the completed performance, Owner 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 the Services.

4.6.2. Consultant is not a contributing member of the Public Employee's Retirement System and will be responsible for any federal of state taxes applicable to any compensation or payments paid to Consultant under this Contract. Consultant will not be eligible for any benefits from any payments made under this Contract for federal Social Security, unemployment insurance, or worker's compensation, except as a self-employed individual. If any payment under this Contract is to be charged against federal funds, the Consultant certifies that it is not an employee of the State of Oregon and not currently employed by the federal government.

4.7. Successors & Assignments. The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties, and their respective successors and assigns. After the original Contract is executed, the Consultant shall not enter into any new Sub-consultant agreements for any of the Services scheduled under this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of the Owner.

4.8. Compliance with Applicable Law. Consultant shall comply with all federal, state and local laws, regulations, and ordinances applicable to the Services under this Contract.

4.9. 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 Owner and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion 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. In no event shall this Subsection be construed as a waiver by the Dallas School District No. 2 of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

4.10. Tax Compliance Certification.

4.10.1. By signature on this Contract, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of the Consultant and that the Consultant is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

4.10.2. For the purposes of this certification, "Oregon Tax Laws" means those taxes and programs listed in ORS 305.380(4), namely a state tax: imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance

program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

4.11. Severability. The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

4.12. Force Majeure. Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

4.13. Waiver. The failure of the Owner to enforce any provision of this Contract shall not constitute a waiver by the Owner of that or any other provision.

4.14. Third Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against the Owner or Consultant. Consultant's Services under this Contract shall be performed solely for the Owner's benefit, and no other entity or person shall have any claim against Consultant because of this Contract for the performance or nonperformance of Services hereunder.

4.15. Ownership of Work Product; Confidentiality.

4.15.1 Definitions. As used in this Section 4.15, and elsewhere in this Contract, the following terms have the meanings set forth below:

a. "Consultant Intellectual Property" means any intellectual property owned by Consultant and developed independently from this Contract.

b. "Third Party Intellectual Property" means any intellectual property owned by parties other than The Owner or Consultant.

c. "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, that Consultant is required to deliver to the Owner under this Contract, whether completed, partially completed or in draft form.

4.15.2 Work Product. All Work Product created by Consultant pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of the Owner. The Owner and Consultant agree that such original works of authorship are "work made for hire" of which the Owner is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to this Contract is not "work made for hire", Consultant hereby irrevocably assigns to the Owner any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or

doctrine. Upon the Owner's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in the Owner. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

4.15.3 Consultant Intellectual Property. In the event that Work Product is Consultant Intellectual Property, Consultant hereby grants to the Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Consultant Intellectual Property, including the right of the Owner to authorize contractors, consultants and others to use the Consultant Intellectual Property, for the purposes described in this Contract.

4.15.4 Third Party Works. In the event that Work Product is Third Party Intellectual Property, Consultant shall secure on the Owner's behalf and in the name of the Owner, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of the Owner to authorize contractors, consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.

4.15.5 Consultant Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Consultant Intellectual Property, or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to the Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Consultant Intellectual Property employed in a Contract Work Product, including the right of the Owner to authorize contractors, consultants and others to use the pre-existing elements of the Consultant Intellectual Property employed in a Contract Work Product, for the purposes described in this Contract.

4.15.6 Third Party Works-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Consultant shall secure on the Owner's behalf and in the name of the Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, including the right to authorize contractors, consultants and others to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, for the purposes described in this Contract.

4.15.7 Limited Owner Indemnity. To the extent permitted by the Oregon Constitution, Article XI, Section 7, and by the Oregon Tort Claims Act, ORS 30.260 through 30.397, the Consultant shall be indemnified, and held harmless by the Owner from liability arising out of re-use or alteration by the Owner, which was not specifically contemplated and agreed to by the Parties in this Contract or under separate contract.

4.15.8 Consultant Use of Work Product. Consultant, despite other conditions of this provision, shall have the right to utilize the Work Product on its brochures or other literature that it may utilize for its sales and, in addition, unless specifically otherwise exempted, the Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

4.15.9 Confidential Information. Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to the Owner or the Owner's clients. Any and all information marked confidential, or identified as confidential in a separate writing, that the Owner provides to Consultant or its employees or agents in the performance of this Contract shall be deemed to be confidential information of the Owner ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by the Owner to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than the Owner without the obligation of confidentiality, (e) is disclosed with the written consent of the Owner, or; (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

4.15.10 Non-Disclosure. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever other than the provision of Services to the Owner under this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist the Owner in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise the Owner immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Consultant will at its expense cooperate with the Owner in seeking injunctive or other equitable relief in the name of the Owner or Consultant against any such person. Consultant agrees that, except as directed by the Owner, Consultant will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at the Owner's request, Consultant will turn over to the Owner all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

4.15.11 Injunctive Relief. Consultant acknowledges that breach of this Section 4.15, including disclosure of any Confidential Information, will give rise to irreparable injury to the Owner that is inadequately compensable in damages. Accordingly, the Owner may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the Owner and are reasonable in scope and content.

4.15.12 Publicity. Consultant agrees that news releases and other publicity relating to the subject of this Contract will be made only with the prior written consent of the Owner.

4.15.13 Security. Consultant shall comply with all virus- protection, access control, back-up, password, and other security and other information technology policies of the Owner when using, having access to, or creating systems for any of the Owner's computers, data, systems, personnel, or other information resources.

4.16. Termination.

4.16.1. Automatic Termination. This Contract shall automatically terminate if the bond required to fund the Project fails to pass. Upon termination, neither the District nor Consultant shall have any further obligations under this Contract.

4.16.2. Parties Right to Terminate for Convenience. This Contract may be terminated by written mutual consent of the Parties.

4.16.3. Owner's Right to Terminate for Convenience. Owner may, at its sole discretion, terminate this Contract by written notice to the Consultant specifying the termination date of the Contract.

4.16.4. Owner's Right to Terminate for Cause. Owner may terminate this Contract, in whole or in part, immediately upon notice to Consultant, or such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

4.16.4.1. Owner lacks lawful funding or other expenditure authority at levels sufficient to allow Owner, in the exercise of its reasonable discretion, to pay for Consultant's Services;

4.16.4.2. Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Contract are prohibited, or Owner is prohibited from paying for such Services from the planned funding source;

4.16.4.3. Consultant no longer holds any license or certificate that is required to perform the Services;

4.16.4.4. Consultant fails to provide the Services called for in Exhibit I within the times specified or allowed under this Contract, fails to perform any of the provisions of this Contract, or so fails to perform the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Owner, does not correct such failures in such time as Owner specifies (which shall not be less than 10 calendar days, except in the case of emergency).

4.16.5. Cessation of Services. Upon receiving a notice of termination, and except as otherwise directed in writing by the Owner, Consultant shall immediately cease all activities related to the Services or the Project.

4.16.6. Consultant's Right to Terminate for Cause.

4.16.6.1. Consultant may terminate this Contract if Owner fails to pay Consultant pursuant to this Contract, provided that Owner has failed to make such payment to Consultant within fifteen (15) calendar days after receiving written notice from Consultant of such failure to make payment.

4.16.6.2. Consultant may terminate this Contract, for reasons other than non-payment, if Owner commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform under the Contract within the time specified, or so fails to perform as to endanger Consultant's performance under this Contract, and such breach, default or failure is not cured within 10 calendar days after delivery of Consultant's notice, or such longer period as Consultant may specify in such notice.

4.16.7. Delivery of Work Product/Retained Remedies of Owner. As directed by the Owner, Consultant shall upon termination, deliver to the Owner all then existing Work Product and other property that, if the Contract had been completed, would be required to be furnished to the Owner. By Consultant's signature on this Contract, Consultant allows Owner to use said Work Product and other property for Owner's intended use. The rights and remedies of the Owner provided in this Section 4.16 - Termination related to defaults by the Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

4.16.8. Payment upon Termination

4.16.8.1. In the event of termination pursuant to Sections 4.16.1, 4.16.2, 4.16.4.1, 4.16.4.2 or 4.16.6, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by Owner plus Consultant's reasonable Contract close-out costs, less previous amounts paid and any claim(s) which Owner has against Consultant, except in the event of a termination under 4.16.4.1 where no payment will be due and payable for Services performed or costs incurred after the last day of the current biennium, consistent with Section 4.3. Within 30 days after termination, Consultant shall submit an itemized invoice for all un-reimbursed Contract Services completed before termination and all Contract close-out costs actually incurred by Consultant. Owner shall not be obligated to pay for any such costs invoiced to and received by the Owner later than 30 days after termination. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay any excess to Owner upon demand.

4.16.8.2. In the event of termination pursuant to section 4.16.4.3 or 4.16.4.4, Owner shall have any remedy available to it in law or equity. Such remedies may be pursued separately, collectively and/or in any order whatsoever. If it is determined for any reason that Consultant was not in default under section 4.16.4.3 or 4.16.4.4, the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 4.16.3.

4.17. Foreign Consultant. 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's Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to entering into this Contract.

4.18. Notice. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Consultant or Owner at the address or number set forth on Exhibit 1 to this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 4.18. Any

notice so addressed and mailed shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a receipt of the transmission. To be effective against Owner, any facsimile communication or notice must be confirmed by telephone notice to Owner's Representative for the Project as indicated in Exhibit 1 to this Contract, and shall not be deemed to be given until such confirmation is completed. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission.

4.19. Media Contacts; Confidentiality. Consultant shall provide no news release, press release, or any other statement to a member of the news media regarding this Project, without the Owner's prior written authorization.

4.20. Conflict of Interest. Except with Owner's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Consultant's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

4.21. Overtime. The Consultant agrees that employees shall be paid at least time and one half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C 201 to 209 from receiving overtime.

4.22. ORS 279C.540. The Consultant agrees that employees employed under this contract for services shall receive at least time and a half pay for work performed on the legal holidays specified in ORS 279C.540 (1)(b)(B) to (G).

4.23. Hours of Work Notice Requirements. The Consultant shall give notice in writing to employees who work on a contract for services, 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 days per week that the employees may be required to work.

Exhibits 1 through 4 are attached:

DALLAS SCHOOL DISTRICT NO. 2
NONSTANDARD PROFESSIONAL
SERVICES CONTRACT

EXHIBIT 1 to Sample Contract

Statement of Work

The Owner and the Consultant agree that the following Services shall be provided by the Consultant for the planning and implementation of the Project. The completed Project is intended to be functional structures and improved sites that can be legally occupied and fully used for the intended functions as constructed.

Consultant key personnel assigned to this contract phase are:

- 1.
- 2.
- 3.
- 4.
- 5.

1. PROJECT DESCRIPTION:

The Dallas School District has hired an Architect who completed a long range facility planning study to assess, identify and prioritize projects for the maintenance, repair and installation of improvements to Dallas School District No. 2 property with an eye on equity so that all stakeholders are considered. The District now wishes to hire a Construction Project Manager to serve as the District's representative in coordinating implementation of the identified projects between the Architect and the selected contractor/consultant to ensure the District's interests are being met. This project is contingent on bond passage.

2. PROJECT PHILOSOPHY:

- 2.1. The Consultant commits to assist the District in planning and implementing the design and construction of the Project to obtain the greatest long-term value for Dallas School District No. 2, and which reflects the prudent expenditure of public funds within the constraints of the Project program, context, and budget. In pursuing this goal, the Consultant, with the Owner's assistance, commits to:
 - 2.1.1. Develop and schedule a comprehensive project management plan, including schedules for each project and how it relates to each of the buildings. The schedule should contain the priority for each project. The schedule should contain milestones identifying the work to be performed by the District and its design team.
 - 2.1.2. Consult with the District and assist as required in the selection of consultants and contractors necessary for the Project. Advise District of observations regarding deficiencies in the

performance of consultants and contractors. Confirm that contractors have prepared adequate safety plans.

- 2.1.3. Consult with the District in refining the Project budget and establishing and maintaining a detailed cost model for the work as the design evolves.
- 2.1.4. Assist in life cycle value analysis from drawings, specifications, other design standards and criteria, and alternative designs as may be requested by the District.
- 2.1.5. Assist the District and advise as to the construction delivery system that is in the best interest of the District and the Project.
- 2.1.6. Maintain all documentation related to the Project using an electronic filing system.
- 2.1.7. With the District, develop a strategy for obtaining land use approvals and permits in a timely fashion. Meet with building and other regulatory officials as appropriate.
- 2.1.8. Review the plans and specifications on a continuous basis and advise the District whenever the estimated costs are tending to exceed line items from the model budget. In a timely fashion, provide the District with alternatives that will bring the Project cost within budget, without compromising the scope and Project timeline agreed to in the outline specification. Continually update the Project cost and identify opportunities for cost savings.
- 2.1.9. Review architectural, civil, mechanical, electrical, and structural plans as they are developed and make value engineering and constructability recommendations.
- 2.1.10. Review all design and specification documents for completeness, proper details, compliance with the program and master plan requirements, and adherence to codes or applicable agency requirements.
- 2.1.11. Assist the District and its design team to prepare and put out to bid early bid packages as determined appropriate.
- 2.1.12. Work with the District's Director of Operations and Maintenance Supervisor in all aspects of the Project.
- 2.1.13. Develop a design that is appropriate for the context of the Project and the nature of its function, both present and future.
- 2.1.14. Avoid expenditures for aesthetic effect which are disproportionate to the Project as a whole.
- 2.1.15. Help assure the Project is completed on time and within budget.
- 2.1.16. Apprise the Owner throughout the Project concerning the economic impact of all design decisions.
- 2.1.17. Document all Project requirements and provide traceability of requirements, to the Owner's satisfaction, throughout the Project.

3. GENERAL SERVICES DURING THE CONSTRUCTION:

The Consultant shall manage the construction, specially including, but not limited to the following:

- 3.1. Provide all construction supervision, coordination, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the Project.
- 3.2. Establish procedures for submittals, requests for information, payment requests, change orders and other procedures. Maintain logs, files and other documentation.
- 3.3. Maintain and update the Master Schedule.
- 3.4. Conduct regular site progress meetings with the Owner and design team representatives, at least monthly. Promptly produce and distribute minutes of all such meetings.
- 3.5. Coordinate the work of subcontractors and vendors. Provide regular and on-going quality inspection, ensuring that the work complies with the contract documents and all applicable codes and regulations.
- 3.6. Establish a change order processing system. The Owner expects a Guaranteed Maximum Price to include any contingency for the Consultant's use to cover cost considered reimbursable as cost of the work under the Consultant contract, and no change orders for that work would be necessary. Any change orders may include such things as changes in scope of work, systems, kinds and quality of materials, finishes or equipment at the request or upon approval of the Owner. No other changes orders will be issued.
- 3.7. Establish and implement a cost reporting system that tracks and reports status of CM/GC, subcontractor, vendor and supplier payments, change orders, contingency and overall project budget status.
- 3.8. Report progress of the work and recommend such action as may be necessary to keep the project on schedule and within budget. Review all subcontractor requests for time extensions and make recommendations to the Owner.
- 3.9. Establish a subcontractor payment process. Inspect the work to verify the status of work performed and materials stored, and certify all subcontractor payment requests. Use cost-loaded CPM schedule for calculating subcontractor payments. Verify compliance with prevailing wage rate requirements.
- 3.10. Provide comprehensive Monthly Payment reports, including cost status, quality control reports, RFI, submittal and potential change order status and status of outstanding issues.
- 3.11. Establish and maintain Quality Control (QC) program.
- 3.12. Establish tracking of and participation of local subcontractors, vendors, suppliers and local labor force. Provide monthly summary report in a format agreeable to the Owner.
- 3.13. Provide training to the Owner's operational and maintenance staff. Prepare Operations and Maintenance Manuals and As-Built Documentation on marked up copies of the contract documents including drawings and specifications, as defined in the contract documents.
- 3.14. Upon completion of the project, provide the Owner with a Final Report and Final GMP Reconciliation.

- 3.15. Prior to the end of 30 days after a certificate of occupancy is provided to the Owner conduct a review meeting with the Owner to review whether it was actually in the best interest of the Owner to use the Alternate Contracting Method (CM/GC) for the project.
- 3.16. Prior to completion of any warranty period, conduct a review of the project with the Owner to identify any issues that are covered by the warranty and in need of correction, repair, or replacement.

END OF EXHIBIT 1

DALLAS SCHOOL DISTRICT NO. 2
NONSTANDARD PROFESSIONAL
SERVICES CONTRACT

EXHIBIT 2 to Sample Contract

Consultant Compensation

B.1 BASIS OF COMPENSATION

B.1.01 The Owner shall compensate the Consultant for the performance of Services set forth in the Statement of Work, as defined in **Exhibit 1**, as follows:

The Owner shall reimburse the Consultant for any allowable Reimbursable Expenses for actual mileage. Consultant will charge for service by progress billing at the following hourly rates:

- a. Project Executive - \$ __/hour
- b. Program Manager - \$ __/hour
- c. Senior Project Manager - \$ __/hour
- d. Project Manager - \$ __/hour
- e. Assistant Project Manager - \$ __/hour
- f. Senior Construction Manager - \$ __/hour
- g. Construction Manager - \$ __/hour
- h. Assistant Construction Manager - \$ __/hour
- i. Senior Cost Analyst - \$ __/hour
- j. Clerk - \$ __/hour
- k. Technical Support - \$ __/hour

B.1.02 Payments for Services and Reimbursable Expenses shall be made monthly, following Owner's review and approval of detailed invoices submitted by Consultant and acceptance of the Services or approval of Reimbursable Expenses by the Owner. Payments for Services shall be in proportion to the Services performed.

B.1.03 Post-Project Services: All Services performed after both the pre-construction phase and the construction phase of the Project are completed are considered Services to be provided on an "as needed" basis and will be performed only if authorized by the Owner in writing. The cost for each such Service shall, at Owner's sole discretion, be either a fixed price mutually agreed to by the Owner and Consultant prior to authorization to proceed with the Service, or shall be a maximum, not-to-exceed contract price indicated below for that Service (as those amounts may be revised in accordance with this Section) derived from Consultant's personnel time to complete the Service multiplied by the hourly rates for those personnel as set forth above. It is the goal of the Owner and Consultant to agree to a maximum, not-to-exceed contract price for any Post-Project Services for which the actual scope of Service can be defined and agreed to.

- B.1.04 Reimbursable expenses, described in paragraph B.2.01, shall be defined as the direct cost expended by the Consultant and the Consultant's employees for performance of Services rendered to complete the Project.
- B.1.05 The Owner and Consultant agree in accordance with the terms and conditions of this Contract that:
- a. If the scope of the Project or if the Consultant's Services is changed materially, the Consultant shall request in writing, before services are provided, that compensation be adjusted and that the Contract be amended to describe the additional Services to be performed and the compensation for those additional Services. If the Owner agrees to allow additional Services to be performed, the Parties must prepare and fully execute a written amendment to the Contract fully memorializing the Parties' agreement, and all required Dallas School District No. 2 approvals must be obtained, before the Contract will be deemed amended and before Consultant begins performance of any additional Services pursuant to the amended Contract.
 - b. The Consultant shall make such revisions to completed Contract Documents as are necessary to correct errors or omissions appearing therein, consistent with generally accepted standards of professional practice and with the Consultant's standard of care under Section 4.4.1 of the Contract, when required to do so by the Owner and without additional compensation.

B.2 REIMBURSABLE EXPENSES

- B.2.01 Reimbursable Expenses are in addition to the Compensation for Project Services and include actual expenditures made by the Consultant and the Consultant's employees in the interest of the Project for the expenses listed in the following Subparagraphs:
- a. Expense of reproductions, postage and handling of drawings, specifications, deliverables and other documents, excluding reproductions for the office use of the Consultant and the Sub-consultants.
 - b. Sub-consultants engaged by Consultant.
 - c. Reimbursement of mileage expenses shall not exceed the current federal rate per mile.
 - d. Expense of renderings, models and mock-ups requested by the Owner.
 - e. Communications expenses.

END OF EXHIBIT 2

DALLAS SCHOOL DISTRICT NO. 2 NONSTANDARD PROFESSIONAL
SERVICES CONTRACT

EXHIBIT 3 to Sample Contract: Insurance Provisions

Consultant shall at all times maintain in force at Consultant's expense, each insurance coverage or policy noted below:

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Consultant and any Subcontractors of Consultant with one or more employees must have this insurance unless exempt under **ORS 656.027**. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.
THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of
 \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. This coverage must be provided and remain in force for two years after the completion of the Contract.
 Required by Owner Not required by Owner

Commercial General Liability insurance, on an occurrence basis, with a limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of
 \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage and shall be primary and non-contributory.
 Required by Owner Not required by Owner

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury/Personal Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles.
 Required by Owner Not required by Owner

Builders All-Risk insurance policy to cover the real and personal property of others in the care, custody, and control of the contractor. Coverage shall include theft and damage (including earthquake and flood) to building interiors, exterior, in transit, and offsite storage. The minimum amount of coverage under the policy shall be equal to 100% of the contracted value of the Work. Losses up to the deductible amount shall be the responsibility of the Consultant. This insurance shall include Owner, Consultant, and its subcontractors as their interests may appear.
This insurance shall be primary and not contributory to any Owner-provided insurance. No Work shall be performed, nor shall Consultant's equipment or materials be stored on Owner's premises, until a certificate evidencing such insurance has been delivered to and approved by Owner.
 Required by Owner Not required by Owner

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Consultant shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Consultant's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required.

Consultant shall furnish a current Certificate(s) of Insurance to the Owner prior to Contract execution. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from the Consultant's insurer to the Owner. The Certificate(s) shall also state the deductible or retention level. For commercial general liability, the Certificate shall also provide that the Owner, its agents, officers, and employees are Additional Insureds with respect to Consultant's services to be provided under this Contract. An additional insured endorsement shall be attached to the certificate of insurance. No Work shall commence until the certificate and additional insured endorsement are received by the Owner. If requested, complete copies of insurance policies shall be provided to the Owner.

Reviewed by: _____

Date: _____

END OF EXHIBIT 3

EXHIBIT 4 to Sample Contract: COVID ADDENDUM

Dallas School District No. 2

WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

This WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM, (herein referred to as the “Addendum”) amends the terms of the Agreement between Consultant and the Dallas School District No. 2. All terms of the Agreement are incorporated herein by this reference.

The novel coronavirus (“COVID-19”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have provided orders, regulations, and guidance regarding COVID-19.

COVID-19 Liability. Consultant understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention (“CDC”) guidelines; and federal, state, and local orders regarding COVID-19. Consultant acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Consultant shall indemnify, defend, and hold harmless Dallas School District No. 2 from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Consultant’s failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

COVID-19 Termination. Dallas School District No. 2 may terminate this Agreement immediately and without notice if it is found that Consultant has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments.

Force Majeure. Neither Dallas School District No. 2 nor Consultant shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties’ own employees; walkouts by the Parties’ own employees; fires; natural calamities; riots; or requirements of governmental agencies.

Proof of Vaccination. As of October 18, 2021, Consultant, Partners and Volunteers, who are age 16 and older, and have direct or indirect contact with students, must submit proof of vaccination or documentation of a medical or religious exception prior to working with students. Consultant or Partner attests that any of its employees or agents who are assigned to provide services under the terms of this Agreement has provided Consultant or Partner with either proof of vaccination showing they are fully vaccinated, or documentation of a medical or religious exception. “Proof of vaccination” means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual’s name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is a one-dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out from the Oregon Health Authority’s

immunization registry. Given that medical and religious exceptions for contractors and volunteers constitute an undue hardship to the District, in most cases unvaccinated contractors and volunteers may not continue to provide services to the District even with these exceptions.

OWNER: Dallas School District No. 2

CONSULTANT:

By:

By:

_____, Its _____

_____, Its _____

END OF EXHIBIT 4

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