

Jefferson County Library District
Standard Professional Services Contract
(Architectural, Engineering, and Related Services)

This professional services contract (the "Contract") is between Jefferson County Library District, an Oregon Public Entity, (the "Owner"), and TBD ("Consultant") (collectively Owner and Consultant are referred to as the "parties"). This Contract is for all Services related to completion of the project more particularly described below (the "Project").

The Project

1. Project Background

The Jefferson County Library District (JCLD) has concluded that they are in need of a capital improvements project. The current capital improvements contemplated, include but are not limited to, the following:

GENERAL

The JCLD is a center for sharing resources to educate, enrich, and connect our diverse community. The library is a single branch serving a district population of 20,548. The County seat, Madras, was one of the fastest-growing cities of its size in Oregon in 2022. JCLD is an independent library district funded with a permanent levy of \$0.4349 per \$1000.

The current JCLD structure in downtown Madras was built in 1990. The library structure is 5,946 square feet and is located on 0.34 acres. Additional lots owned by the library surrounding the structure combine to make a 0.64-acre lot, plus 2 lots across the street that are a combined 0.5-acre lot. The library building is on the edge of a 100-year floodplain that is being reevaluated by Jefferson County Commissioners, the City of Madras, and FEMA.

The library renovation and expansion will reimagine the current structure of the existing 5,946 square feet building to accommodate the community's expanding needs. The additional approximately 12,000 square feet is to facilitate space for separate adult and youth areas, a children's activity area, a full-service technology lab, makerspace, a special heritage collection, study rooms, a flexible meeting and event room, a media room, office spaces, and green space. Some additional room for collection expansion is necessary, although not the focus of the expansion needs. Additional space to accommodate potential partnerships should be considered during the design process. High level master site planning of future phases of campus projects will be part of this solicitation with timing of those phases dependent on identification of additional partners and/or funding. Hired firm for this project may have the opportunity to roll future phases of the project into their open contract.

HISTORY:

In 2021, the Library took its first steps to expand and renovate the JCLD with the demolition of the Rodriguez Annex. It was a bittersweet moment to see the cinderblocks come tumbling down. The community shared many memories of that building, but we are all excited to begin the next stage and build a large addition to our existing building. Another major focus of the year was the I AM A STORY project. The Library partnered with other local organizations and began a drive to collect the stories of local residents to preserve and educate the multiple cultures of the County.

A new Bookmobile, a whisper room, and expansion into our outlying buildings were the main focus of 2022. The Library was about to purchase and outfit a Bookmobile to improve its outreach to the whole County through a generous grant. With the bookmobile came a redesign of the logo and a shift in workloads for all the staff. The purchase of sound-booth to use in the collecting of I AM A STORY stories was also a grant purchase. It was also a year that saw a lot of moving around for staff as new offices and storage rooms were built in a number of the buildings that the Library owned. The Genealogy Center was sold and all the items moved into the library towards the end of the year.

The Library's current mission and vision are:

Mission: The Library's mission is to strengthen our community through opportunities to educate, engage, and explore.

Vision: The Library is a trusted community resource and an essential platform for learning, creativity, and innovation by providing a conduit between information and knowledge.

For further information concerning the history of the Jefferson County Library District, check out [*Pages of the Past: the History of the Jefferson County Library*](#) by Kathie Olson at the Library. Representatives of the Library Board and Library Administration have been engaged in programming discussions over the last several years. A series of meetings have been held over those years and the process is ongoing. Jefferson County Library District selection committee intends to select a firm that provides the best fit with the District's needs.

2. Project Scope

The design team will provide Programming, Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration services required for the completion of the Health & Wellness Campus. Space needs requirements are estimated to be approximately an additional 12,000 SF beyond the existing approximately 6,000 SF.

The design team will provide all necessary consultant and design services, including, but not limited to: Geotech, plumbing, mechanical, electrical, low voltage, security, structural and civil engineering, landscape and hardscape design and interior design. All disciplines are expected to be managed according to integrated design principles using a collaborative approach to maximize sustainable design opportunities and minimize both initial and ongoing costs to the extent possible. Owner will employ a Construction Manager/General Contractor form of procurement for this Project with the CM/GC and an independent commissioning agent being brought on board at or near the beginning of the design development process.

3. Project Coordination

During this contract term, the design team will work with a JCLD staff team led by the Owner's Project Manager, and will coordinate with the City of Madras and Jefferson Counties permit review staff throughout the design process. This Project will also involve a streamlined public involvement process, developed in consultation between the design team and JCLD staff team, to provide information to the community, gauge reaction to design strategies, ensure that the Project values are upheld, and incorporate stakeholder input. The emphasis throughout will be on a collaborative team approach with the intention of conducting an efficient but thorough design process, accelerated construction schedule, best overall value for Owner, and minimal ongoing operating costs.

4. Project Schedule

Substantial completion of the construction phase of this Project is targeted to occur by TBD because it is dependent on funding approval. Design team members should make a reasonable effort to plan accordingly to assure that identified individuals in key roles are available during this time period and that adequate resources are available to complete the Project on schedule. It is very likely that the design team will pause services following conceptual and programming phase in order to ensure that the owner obtains project funding before being authorized to proceed to the next phase of design services.

The parties agree as follows:

1. Effective Date This effective date of the contract is the date of the notice to proceed which was issued on TBD.(the "Effective Date"). No Services may be performed prior to the Effective Date. The Contract expires on TBD, unless it is otherwise terminated or extended.

2. The Services: The scope of services to be performed under this Agreement are described in

detail in Exhibit A, Statement of Work (the "Services").

3. Consideration Owner shall pay Consultant a sum not to exceed **\$TBD** for performance of the Basic Contract Services which includes \$TBD of reimbursable costs.

Owner shall make progress payments in accordance with Exhibit B, Consultant Compensation.

4. Relationship of the Parties

4.1. Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. Consultant's performance of Services shall be as a professional consultant to Owner to carry out the Project and to provide the technical documents and supervision to achieve Owner's Project objectives.

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

4.3. Consultant shall provide a list of all sub-consultants that Consultant intends to use on the Project (the "Sub-consultants"). This list must include such information on the qualifications of the Sub-consultants as Owner may reasonably request. Owner may review the Sub-consultants proposed. Consultant shall not retain a Sub-consultant to which Owner has a reasonable objection.

4.4. Consultant acknowledges that this Contract was awarded on the basis of the unique background and abilities of the key personnel of Consultant and Sub-consultants identified by Consultant (collectively, the "Key Personnel" and individually, the "Key Person"). Therefore, Consultant shall make available Key Personnel as identified in its proposal. Consultant shall provide to Owner a list of the proposed Key Personnel to be assigned to the Project. This list must include such information on the professional background of each Key Person as Owner may request. If any Key Person becomes unavailable to Consultant, Consultant shall appoint a suitable replacement, who is reasonably acceptable to Owner. Without prior notice to, and the written consent of, Owner, Consultant shall not:

- (i) re-assign or transfer any Key Person to other duties or positions so that the Key Person is unable to fully perform his or her responsibilities under the Contract;
- (ii) allow any Key Person to delegate to anyone his or her performance of any management authority or other responsibility required under the Contract; or
- (iii) substitute any Key Person.

Any of these actions constitute a material breach of the Contract. Consultant shall remove any individual or Sub-consultant from the Project if directed by Owner in writing following discussion with Consultant, provided that Consultant shall have a reasonable time period within which to find a suitable replacement.

5. CONSULTANT'S RESPONSIBILITIES; REPRESENTATIONS AND WARRANTIES

5.1. Consultant shall:

- (i) perform all Services using the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions (the "Standard of Care");
- (ii) prepare, in accordance with the Standard of Care, all drawings, specifications, deliverables and other documents so that they accurately reflect, fully comply with and incorporate all applicable laws, rules, and regulations, and 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 Consultant;
- (iii) correct any inconsistencies, errors or omissions in the drawings, specifications, deliverables and other documents prepared by Consultant at no additional cost to Owner;
- (iv) except as provided in Supplemental Services addressed within Exhibits A and B, render assistance to Owner, at no additional cost to Owner, in resolving problems or other issues relating to the Project design or to specified materials;
- (v) during the term of the Contract, obtain, hold, maintain and fully pay for all licenses and permits required by law for Consultant to conduct its business and perform the Services;
- (vi) review the Project site and the nature of the Services and advise Owner throughout the

course of the Project as to the necessity of obtaining all Project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses; and

(vii) pay all Sub-consultants and other subcontractors as required by Consultant's contracts with those Sub-consultants and subcontractors.

5.2. During the term of the Contract, Owner shall pay for and Consultant shall obtain, hold and maintain all licenses and permits required for the Project, unless otherwise specified in the Contract.

5.3. Owner has no direct or indirect contractual obligation or other legal duty whatsoever to pay the Sub-consultants and other subcontractors of Consultant or otherwise ensure that Consultant makes full and timely payment to those Sub-consultants and subcontractors for services performed on the Project.

5.4. Owner's review or acceptance of documents may not be deemed to be approval of the adequacy of the drawings, specifications, deliverables and other documents, and will not relieve Consultant of any responsibility for complying with the Standard of Care.

5.5. Consultant represents and warrants to Owner that:

5.5.1. Consultant has the power and authority to enter into and perform this Contract and the person or persons executing this Contract on behalf of Consultant have the actual authority to bind Consultant to the terms of this Contract;

5.5.2. when executed and delivered, this Contract will be a valid and binding obligation of Consultant enforceable in accordance with its terms;

5.5.3 the terms of this Contract do not conflict with or result in a default under any agreement or other instrument binding upon Consultant and do not result in a violation of any law, regulation, court decree or court order or other legal process applicable to Consultant;

5.5.4. at all times during the term of this Contract, Contractor will be duly licensed to perform the Services and, if there is no licensing requirement for the profession or Services, will be duly qualified and competent;

5.5.5. Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Contract and to design and administer a project having the scope and complexity of the Project;

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

5.5.7. Consultant is, or will become, familiar in a manner consistent with the Standard of Care with all current laws, rules, and regulations applicable to the design and construction of the Project;

5.5.8. Consultant will perform all Services in accordance with the Standard of Care;

5.5.9. when completed and if constructed in accordance with the intent established by the drawings, specifications, deliverables and other documents prepared by Consultant pursuant to this Contract, the Project will be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended; and

5.5.10. the published specifications of any computers, software, firmware, HVAC systems, elevators, electrical systems, fire or life safety systems, security systems and any other electrical, mechanized or computerized devices serving the Project ("Automated Systems") that Consultant has specified, designated and planned pursuant to this Contract conform to the owner's technology requirements.

5.6. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Contract or at law.

6. Responsibilities of Owner; Special Contract Provisions Owner's responsibilities under this Contract, and certain additional responsibilities of Consultant, are set forth in Exhibit D-Special Contract Provisions.

7. Contract Performance. Consultant shall perform the Services diligently and without delay and shall punctually fulfill all Contract requirements consistent with the schedule for the performance of Services set forth in Exhibits A and E. Expiration or termination of the Contract does 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.**

8. Access to Records. For not less than three years after the Contract's expiration or termination, Contractor shall give Owner and Owner's authorized representatives access to the books, documents, papers, and records of Consultant and the Sub-consultants that 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 give Owner and the other entities referenced above full access to these records in preparation for and during litigation.

9. Insurance. Consultant shall maintain in effect for the duration of this Contract, or any other time periods required in the Contract, the insurance set forth in Exhibit C-Insurance Provisions.

10. Indemnity.

10.1 Claims for other than professional liability. Consultant shall indemnify, defend, save, and hold Owner, and owner's officers, agents, and employees, harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from or arising out of the acts or omissions of Consultant or its Sub-consultants, subcontractors, agents, or employees under this Contract.

10.2. Claims for professional liability. Consultant shall indemnify, defend, save, and hold Owner, and Owner's officers, agents, and employees, harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature arising out of the professionally negligent acts, errors or omissions of Consultant or its Sub-consultants, subcontractors, agents, or employees in the performance of professional services under this Contract.

10.3. Owner Defense Requirements. Notwithstanding the obligations under Sections 10.1 and 10.2, neither Consultant nor any attorney engaged by Consultant shall defend any claim in the name of Owner, nor purport to act as legal representative of Owner, without the prior written consent of Owner. At any time and at its election, Owner may assume its own defense and settlement of any claims if:

- (i) Owner determines that Consultant is prohibited from defending Owner;
- (ii) Consultant is not adequately defending Owner's interests;
- (iii) an important governmental principle is at issue; or
- (iv) it is in the best interests of Owner to do so.

Owner reserves all rights to pursue any claims it may have against Consultant if Owner elects to assume its own defense.

10.4. Owner's Actions. This Section 10.4 does not include indemnification by Consultant of Owner or Owner's officers, agents, or employees, for the acts or omissions of Owner or of Owner's officers, agents, or employees, whether within the scope of the Contract or otherwise.

11. Consultant's Status.

11.1. Consultant shall perform all Services as an independent contractor. Although Owner reserves the right to set the delivery schedule for the Services to be performed and 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. Consultant, Consultant's employees and the Sub-consultants are not "officers, employees, or agents" of Owner, as those terms are used in ORS 30.265.

11.2. Consultant does not have control or charge of, and is not responsible for, the acts or omissions of other consultants or contractors under contract with Owner who are performing services or construction work on the Project. However, this does not in any way change Consultant's professional responsibility to report to Owner any information, including information on the performance of consultants or contractors outside the control or charge of Consultant, concerning activities or conditions that have or could have an adverse effect on Owner or the Project.

11.3. Consultant is not a contributing member of the Public Employee's Retirement System and will be responsible for any federal, state, or other 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.

12. Successors & Assignments. This Contract is binding upon and inures to the benefit of the parties and their respective successors and assigns. Consultant shall not enter into any Sub-consultant agreements for any of the Services or assign or transfer any of its interest in this Contract, without the prior written consent of Owner.

13. Compliance with Applicable Law. Consultant shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Services. Consultant, the Sub-consultants, if any, and all employers providing Services, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017.

14. Governing Law; Jurisdiction; Venue. This Contract is to be governed by and construed in accordance with Oregon law. Any claim, action, suit or proceeding (each a "Claim") between Owner and Consultant that arises from or relates to this Contract must be arbitrated prior to being brought and conducted within the Circuit Court of Marion County for the State of Oregon; except that, if a Claim must be brought in a federal forum, then it must be brought and conducted exclusively within the United States County Court for the County of Oregon. In no event may this "Governing Law; Jurisdiction; Venue" section be construed as a waiver by Owner 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 personal jurisdiction of the courts named in this section.

15. Tax Compliance Certification.

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

15.2. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 403.200 to 403.250 (Tax For Emergency Communications), ORS chapter 118 (Inheritance Tax), chapter 314 (Income Tax), chapter 316 (Personal Income Tax), chapter 317 (Corporation Excise Tax), chapter 318 (Corporation Income Tax), ORS 320.005 to 320.150 (Amusement Device Taxes), chapter 321 (Timber and Forestland Tax), chapter 323 (Cigarettes and Tobacco Products Tax), the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

16. Severability. If any term of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the parties intend that the validity of the remaining terms and provisions will not be effected and the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17. Force Majeure. Neither party may be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including fire, riot, acts of God, terrorist acts, or war, where such cause was beyond the party's reasonable control. However, each

party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and, upon the cessation of the cause, shall diligently pursue performance of its obligations under the Contract.

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

19. Third Party Beneficiaries. Nothing contained in this Contract is intended to create a contractual relationship with or a cause of action in favor of a third party against Owner or Consultant. Consultant shall perform the Services solely for Owner's benefit and no other entity or person has any claim against Consultant because of this Contract for the performance or nonperformance of Services.

20. Ownership of Work Product; Confidentiality.

20.1. Definitions. The following terms have the meanings set forth below:

a. "Consultant Intellectual Property" means any intellectual property that is owned by Consultant and developed independently from this Contract and that is applicable to the Services or included in the Work Product.

b. "Third Party Intellectual Property" means any intellectual property that is owned by parties other than Owner or Consultant and that is applicable to the Services or included in the Work Product.

c. "Work Product" means the Services Consultant delivers or is required to deliver to Owner under this Contract, and includes 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, whether completed, partially completed or in draft form.

20.2. Work Product. Except as provided in Sections 20.3 and 20.4, 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, is the exclusive property of Owner, and such original works of authorship are "work made for hire" of which Owner is the author within the meaning of the United States Copyright Act. To the extent that Owner is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to Owner all of its rights in all original Work Product created pursuant to this Contract. Upon Owner's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Owner. Consultant forever waives all rights relating to original Work Product created pursuant to this Contract, including 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. The Architect and Engineers retain the right to use the Work Product created along with any of its components as they see fit on future projects for other clients.

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

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

20.5. Consultant Intellectual Property-Derivative Work. If 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 Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of Owner to authorize contractors, consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Contract.

20.6. Third Party Intellectual Property-Derivative Work. If 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 Owner's behalf and in the name of 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.

20.7. Limited Owner Indemnity. To the extent permitted by the Oregon Tort Claims Act, ORS 30.260 through 30.397, Owner shall indemnify and hold Consultant harmless from liability arising out of re-use or alteration of the Work Product by Owner that was not specifically contemplated and agreed to by the parties in this Contract or under separate contract.

20.8. Consultant Use of Work Product. Consultant may refer to the Work Product in its brochures or other literature that Consultant uses for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

20.9. Confidential Information. Any information about an injured worker or a JEFFERSON COUNTY-insured employer obtained by Contractor or its employees or agents in the performance of this contract and any information provided by Owner that is marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-consultants, subcontractors or agents in the performance of this Contract is deemed to be confidential information of Owner ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information, and any Work Product that Owner designates as confidential, are deemed Confidential Information. Confidential Information does not include information that:

- (a) is or becomes (other than by disclosure by Consultant) publicly known;
- (b) is furnished by 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 Owner without the obligation of confidentiality;
- (e) is disclosed with the written consent of 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.

20.10. Non-Disclosure. Consultant shall:

- (a) 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;
- (b) not 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 Owner under this Contract;
- (c) advise each of its employees, Sub-consultants, subcontractors and agents of their obligations to keep Confidential Information confidential;
- (d) use its best efforts to assist Owner in identifying and preventing any unauthorized use or disclosure of any Confidential Information;
- (e) advise Owner immediately if 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, at its expense, cooperate with Owner in seeking injunctive or other equitable relief in

the name of Owner or Consultant against any such person;

(f) not disclose, directly or indirectly at any time during or after the term of this Contract , any Confidential Information to any person, except in accordance with this Contract; and

(g) upon termination of this Contract or at Owner's request, will turn over to Owner all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

20.11. Injunctive Relief. Consultant acknowledges that compliance with its obligations under this Section 20 is necessary for the protection of the legitimate business interests of Owner and that these obligations are reasonable in scope and content, and that Breach of this Section 20 will give rise to irreparable injury to Owner that is inadequately compensable in damages. Accordingly, and in addition to any other legal remedies that may be available, Owner may seek and obtain injunctive relief against the breach or threatened breach of this Section 20.

20.12. Publicity. Consultant shall not publish news releases and other publicity relating to the Project without the prior written consent of Owner.

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

21. Termination.

21.1. Parties Right to Terminate by Agreement. This Contract may be terminated at any time, in whole or in part, by written mutual consent of the parties.

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

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

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

21.3.2. 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 these Services from the planned funding source;

21.3.3. Consultant no longer holds all licenses or certificates that are required to perform the Services; or

21.3.4. Consultant fails to provide Services 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 the failures within the time that Owner specifies (which must not be less than 10 calendar days, except in the case of emergency).

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

21.5. Consultant's Right to Terminate for Cause.

21.5.1. Consultant may terminate this Contract if Owner fails to pay Consultant pursuant to this Contract, provided that Owner has failed to make payment to Consultant 45 calendar days after receiving written notice from Consultant of such failure.

21.5.2. Consultant may terminate this Contract, for reasons other than non-payment, if Owner commits any material breach or default 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 the breach, default or failure is not cured within 30 calendar days after delivery of Consultant's notice, or such longer period as Consultant may specify in its notice.

21.6. Delivery of Work Product/Retained Remedies of Owner. Upon termination, and as directed by Owner, Consultant shall promptly deliver to Owner all documents, information, works in progress and other property that are deliverables or would be deliverables if the Contract had been completed. By Consultant's signature on this Contract, Consultant allows Owner to use Work Product and other property for Owner's intended use. The rights and remedies of Owner provided in this Section 21 are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

21.7. Payment upon Termination.

21.7.1. If the Contract is terminated pursuant to Sections 21.1, 21.2, 21.3.1, 21.3.2 or 21.5, Consultant's sole remedy will 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) Owner has against Consultant. Within 30 days after termination, Consultant shall submit an itemized invoice for all un-reimbursed Services completed before termination and all Contract close-out costs actually incurred by Consultant. Owner is not obligated to pay for any costs invoiced to and received by Owner later than 30 days after termination. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall promptly refund any excess amount upon demand.

21.7.2. If the Contract is terminated pursuant to Sections 21.3.3 or 21.3.4, Owner will have any remedy available to it in law or equity. These remedies may be pursued separately, collectively or in any order whatsoever. If it is determined for any reason that Consultant was not in default under Sections 21.3.3 or 21.3.4, the rights and obligations of the parties will be the same as if the Contract was terminated pursuant to Section 21.2.

22. Foreign Contractor. If Consultant is not domiciled in or registered to do business in Oregon as of the Effective Date, Consultant shall promptly provide to the Oregon Department of Revenue and the Oregon 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 Oregon prior to executing this Contract.

23. Notice. Except as otherwise expressly provided in this Contract, any notices to be given under this Contract must be given in writing by personal delivery, facsimile, or mail, postage prepaid, to Consultant or Owner at the address or number set forth in Exhibit A, or to such other address or number as either party may provide pursuant to this "Notice" section. Any notice delivered by mail is deemed to be given five calendar days after the date of mailing. Any notice delivered by facsimile is 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 A and will not be deemed to be given until confirmation is completed. Any notice by personal delivery is 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.

24. 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 compromise, or would reasonably appear to compromise, Consultant's professional judgment with respect to this Project, including concurrent employment on any project in direct competition with the Project.

25. Entire Agreement; No Waiver Implied. This Contract constitutes the entire agreement between the parties on the subject matters addressed in it. The terms of this Contract may not be waived, altered, modified, supplemented or amended, except by written instrument signed by the parties. Any such waiver, alteration, modification, supplementation or amendment is 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 may be contained, incorporated or referenced in it.

26. Authority. By the signature of its authorized representative below, Consultant acknowledges that it has read this Contract, understands this Contract, and agrees to be bound by all of this Contract's terms and conditions.

27. Execution. This Contract, and any amendments to it, may be executed electronically or in counterparts, each of which will be deemed to be an original and all of which will constitute one and the same instrument, or in multiple originals. A faxed form of this Contract or any amendment to it, executed by one or more of the parties, will constitute a counterpart, as long as the counterpart bearing the party's original signature is promptly transmitted to the other party and received by that party.

28. Contract Documents This Contract consists of the preceding sections and the following exhibits:

- Exhibit A: Statement of Work
- Exhibit B: Consultant Compensation
- Exhibit C: Insurance Requirements
- Exhibit D: Special Contract Provisions
- Exhibit E: Critical Date Schedule
- Exhibit F: Price Proposal / Rate Schedule
- Exhibit G: Assumptions and Exclusions
- Exhibit H: General Conditions of the Contract
- Exhibit I: Supplemental Conditions

Executed by the parties and effective as of the last date signed below.

(See signature block on Page 12)

Consultant:

TBD

Owner:

JCLD

By: _____

By: _____

As: _____

As: _____

Date: _____

Date: _____

JEFFERSON COUNTY LIBRARY DISTRICT
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT A
STATEMENT OF WORK

Consultant shall provide the following Basic Services and Supplemental Services for the design and construction administration of the Project. The completed Projects are intended to be a functional structures and that can be legally occupied and fully used for the intended functions as constructed.

“Basic Services” are those Services described in Phases 1 through 6 of this Exhibit A, “Supplemental Services” are those Services described in Phase 7 of this Exhibit A.

“Reimbursable Expenses” are those expenses described in Section B.2 of Exhibit B-Consultant Compensation, and further defined in Section B.1.03 of Exhibit B.

PROJECT DESCRIPTION:

1. Project Background

The JCLD has concluded that they are in need of a capital improvements project. The current capital improvements contemplated, include but are not limited to, the following:

GENERAL

Approximately 12,000 SF of new space as well as 6,000 SF of renovated space

The JCLD is a center for sharing resources to educate, enrich, and connect our diverse community. The library is a single branch serving a district population of 20,548. The County seat, Madras, was one of the fastest-growing cities of its size in Oregon in 2022. JCLD is an independent library district funded with a permanent levy of \$0.4349 per \$1000.

The current JCLD structure in downtown Madras was built in 1990. The library structure is 5,946 square feet and is located on 0.34 acres. Additional lots owned by the library surrounding the structure combine to make a 0.64-acre lot, plus 2 lots across the street that are a combined 0.5-acre lot. The library building is on the edge of a 100-year floodplain that is being reevaluated by Jefferson County Commissioners, the City of Madras, and FEMA.

The library renovation and expansion will reimagine the current structure of the existing 5,946 square feet building to accommodate the community’s expanding needs. The additional approximately 12,000 square feet is to facilitate space for separate adult and youth areas, a children’s activity area, a full-service technology lab, makerspace, a special heritage collection, study rooms, a flexible meeting and event room, a media room, office spaces, and green space. Some additional room for collection expansion is necessary, although not the focus of the expansion needs. Additional space to accommodate potential partnerships should be considered during the design process. High level master site planning of future phases of campus projects will be part of this solicitation with timing of those phases dependent on identification of additional partners and/or funding. Hired firm for this project may have the opportunity to roll future phases of the project into their open contract.

HISTORY:

In 2021, the Library took its first steps to expand and renovate the JCLD with the demolition of the Rodriguez Annex. It was a bittersweet moment to see the cinderblocks come tumbling down. The community shared many memories of that building, but we are all excited to begin the next stage and build a large addition to our existing building. Another major focus of the year was the I AM A STORY project. The Library partnered with other local organizations and began a drive to collect the stories of local residents to preserve and educate the multiple cultures of the County.

A new Bookmobile, a whisper room, and expansion into our outlying buildings were the main focus of 2022. The Library was about to purchase and outfit a Bookmobile to improve its outreach to the whole County through a generous grant. With the bookmobile came a redesign of the logo and a shift in workloads for all the staff. The purchase of sound-booth to use in the collecting of I AM A STORY stories was also a grant purchase. It was also a year that saw a lot of moving around for staff as new offices and storage rooms were built in a number of the buildings that the Library owned. The Genealogy Center was sold and all the items moved into the library towards the end of the year.

The Library's current mission and vision are:

Mission: The Library's mission is to strengthen our community through opportunities to educate, engage, and explore.

Vision: The Library is a trusted community resource and an essential platform for learning, creativity, and innovation by providing a conduit between information and knowledge.

For further information concerning the history of the Jefferson County Library District, check out [Pages of the Past: the History of the Jefferson County Library](#) by Kathie Olson at the Library.

Representatives of the Library Board and Library Administration have been engaged in programming discussions over the last several years. A series of meetings have been held over those years and the process is ongoing. Jefferson County Library District selection committee intends to select a firm that provides the best fit with the District's needs.

2. Project Scope

The design team will provide Programming, Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration services required for the completion of the Project.

The design team will provide all necessary consultant and design services, including, but not limited to: Geotech, plumbing, mechanical, electrical, low voltage, security, structural and civil engineering, landscape and hardscape design and interior design. All disciplines are expected to be managed according to integrated design principles using a collaborative approach to maximize sustainable design opportunities and minimize both initial and ongoing costs to the extent possible. Owner will employ a Construction Manager/General Contractor form of procurement for this Project with the CM/GC and an independent commissioning agent being brought on board at or near the beginning of the schematic design process.

3. Project Coordination

During this contract term, the design team will work with a JCLD staff team led by the Owner's Project Manager, and will coordinate with Jefferson Counties permit review staff throughout the design process. This Project will also involve a streamlined public involvement process, developed in consultation between the design team and JCLD staff team, to provide information to the community, gauge reaction to design strategies, ensure that the Project values are upheld, and incorporate stakeholder input. The emphasis throughout will be on a collaborative team approach with the intention of conducting an efficient but thorough design process, accelerated construction schedule, best overall value for Owner, and minimal ongoing operating costs.

4. Project Schedule

Substantial completion of the construction phase of this Project is targeted to occur by TBD due to dependency on obtaining final funding. Design team members should make a reasonable effort to plan accordingly to assure that identified individuals in key roles are available during this time period and that adequate resources are available to complete the Project on schedule. It is very likely that the design team will pause services following conceptual and programming phase in order to ensure that the owner obtains project funding before being authorized to proceed to the next phase of design services.

PROJECT PHILOSOPHY: Consultant shall perform professional services for the design of the Project to

obtain the greatest long-term value for Owner, and to result in the prudent expenditure of Owner's funds within the constraints of the Project program, context, and budget. In pursuing these goals, Consultant, with Owner's assistance, shall:

- a. perform Services that are appropriate for the context of the Project and the nature of its function, both present and future;
- b. avoid expenditures for aesthetic effect that are disproportionate when compared to the additional benefit to the Project as a whole;
- c. help assure the Project is completed on time and within budget;
- d. strive to reduce the construction cost of the Project while keeping life-cycle costs low;
- e. apprise Owner throughout the Project concerning the economic impact of all design decisions;
- f. document all Project requirements and verify, to Owner's satisfaction, that requirements are included in the Construction Documents;
- g. as directed by Owner, provide all documentation and make recommendations for environmentally sustainable practices based on Owner's goals;
- h. provide Services that are related to Owner's desire to make conscious sustainable decisions with a short term payback period in pursuit of LEED equivalency (or other sustainability programs) without actually obtaining LEED certification (or other sustainability certifications), such as exploration of green energy technologies, total cost analysis and energy modeling costs to better inform Owner of the payback potential of the various systems choices;
- i. perform comprehensive design services following Collaborative Project Delivery (CPD) methodology as outlined in Owner's solicitation and supporting documents.

Representatives of the parties for this Contract and the Project are:

Consultant:
TBD

Owner:
Jefferson County Library District

The Services that Consultant must perform for each phase of the Project are described below.

A.1 PHASE 1 - BASIC SERVICES – CONCEPTUAL & PROGRAMMING SERVICES

During the conceptual and programming phase, Consultant shall provide those Basic Services necessary to create programming, site-related limitations and general requirements for the Project. Some of the described Services will be provided during this activity phase and some during other phases of Project design. Consultant's Services during Phase 1 include but are not limited to the following:

A.1.01 PROGRAMMING Services. Consultant shall work with owner to develop and refine the JCLD's programming needs, detailing the space needs, dimensions, interrelationships and special requirements of the new facility. Consultant shall gather information from Owner and Project stakeholders to identify requirements, problems, issues, expectations and concerns, as well as Project goals. The programming information developed by Consultant must include, but is not limited to, a list of spaces, their sizes, activities, hours of use, finishes, equipment, furniture and systems, and a brief narrative describing the relationship between spaces. Consultant shall prepare a refined program report, in an 8 1/2" X 11" format and with any drawings attached and in an 11" X 17" format, for presentation to and approval by Owner.

A.1.02 SITE DEVELOPMENT PLANNING Services. Consultant shall provide preliminary site development planning Services including, but not limited to, providing an executive summary, a building analysis, and a comparative evaluation of conceptual site development designs, recent feasibility studies: land utilization; existing building utilization; structures placement; seismic systems; facilities development; movement systems, circulation and parking; MEP systems and Operations and Maintenance; utilities and Project description; preliminary systems descriptions; code review; master

plan provisions; Owner requirements; subsurface conditions; ecological requirements; and landscape concepts.

- A.1.03 NEEDS ANALYSIS Services. Consultant shall gather information from Owner and Project stakeholders to identify requirements, problems, issues, expectations, concerns, as well as Project goals. The programming information must include but is not limited to a list of spaces, their sizes, activities, hours of use, finishes, equipment, furniture and systems, and a brief narrative describing the relationship between spaces. This needs analysis service is part of the Project / Program definition to bring the current and future functional program requirements into alignment with the Owner's program requirements.
- A.1.04 ARCHITECTURAL SPACE PLANNING Services. Consultant shall analyze space utilization needs and assessments in accordance with the Owner's requirements. Consultant shall provide diagrams showing functional relationships of the various program areas of the Project. Consultant shall provide an efficiency analysis of the programmed space needs. Consultant shall work with Owner and comply with the Owner's Project Requirements.
- A.1.05 ON-SITE UTILITY STUDIES Services. Consultant shall establish requirements and prepare initial designs for on-site utilities required for the Project.
- A.1.06 OFF-SITE UTILITY STUDIES Services. Consultant shall determine the requirements for Project connections to required utilities.
- A.1.07 STATEMENT OF PROBABLE CONSTRUCTION COST Services. Consultant shall work with the CPD delivery team to develop a probable construction cost range, +/- 5%, for the Project (the "Programming Design Phase Statement of Probable Construction Cost"), based on the most recent programming information. Consultant shall assist the CPD delivery team to arrange the costs of constituent elements in the "Construction Specification Institute" ("CSI") format and shall include the costs of systems, assemblies, and functional areas. Consultant shall fully cooperate with the CM/GC during all phases of design and the construction phase (s) of the Project.
- A.1.08 GREEN ENERGY REQUIREMENT Services. Consultant shall establish criteria and design elements to incorporate appropriate green energy technology in the Project that meets the cultural goals of County.
- A.1.09 OTHER PROVISIONS. Consultant shall implement functional programming verification requirements utilizing CPD guiding principles and best practices.
- A.1.10 BIM MANAGEMENT PLAN. Consultant will work with CPD team to develop the BIM management plan.
- A.1.11 RENDERING Services. Consultant shall provide graphic representations of the Project for the purpose of assisting the owner in its campaign to obtain project funding through grants and/or levy/bond. The owner is not expecting any photo realistic renderings during this phase of the project.

A.2 PHASE 2 - BASIC SERVICES - SCHEMATIC DESIGN SERVICES

In the schematic design phase, using the Owner-approved programming information, Consultant shall provide those Basic Services necessary to prepare schematic design documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components (the "Schematic Design Documents") for acceptance by Owner. Designs must be conceptual in character and based on program requirements provided by Owner. Consultant's Services during Phase 2 include but are not limited to the following:

- A.2.01 ARCHITECTURAL DESIGN/DOCUMENTATION Services. Consultant shall respond to program requirements and prepare: conceptual building plans; preliminary sections and elevations; and development of approximate dimensions, areas and volumes. These Services also include the following:
 - a. Single-line drawings showing complete building layout, identifying the various major areas, core areas and their relationships.
 - b. Identification of all proposed finishes (includes all exterior surfaces, doors and windows).

- A.2.02 STRUCTURAL DESIGN/DOCUMENTATION Services. Consultant shall recommend basic structural materials and systems, analyses, and develop conceptual design solutions for a primary structural system and alternate structural systems. These Services also include the following:
- Structural systems layout with overall dimensions and floor elevations. Identification of structural system (pre-cast, structural steel with composite deck, structural steel with bar joists, etc.).
 - Identification of foundation requirements (fill requirements, piles, caissons, spread footings, etc.).
 - Identification of Seismic requires and criteria design for seismic base isolation, and other seismic strengthening requirements.
- A.2.03 MECHANICAL DESIGN/DOCUMENTATION Services. Consultant shall consider alternate materials, systems and equipment and develop conceptual design solutions for: energy sources; energy conservation; heating and ventilating; air conditioning; plumbing; fire protection; and general space requirements necessary to allow for installation and utilization. These Services also include the following:
- Block heating, ventilating and cooling load calculations including envelope and internal loads.
 - Minimum of two HVAC systems that appear compatible with loading conditions for subsequent life-cycle costing.
 - Single-line drawings of all mechanical equipment spaces, duct chases and pipe chases.
 - Location of all major equipment in allocated spaces.
- A.2.04 ELECTRICAL DESIGN/DOCUMENTATION Services. Consultant shall respond to program requirements, recommend basic electrical materials and systems, analyses, and develop conceptual design solutions for: lighting; electrical; security and telecommunications systems. These Services also include the following:
- An illumination plan showing estimated quantity of light from all sources and for all areas, including incorporation of daylight strategies to minimize artificial lighting and recommendations for types and quantities of fixtures to be used.
 - Major electrical equipment roughly scheduled indicating size and capacity.
 - Complete preliminary one-line electrical distribution diagrams with indications of final location of service entry, switchboards, motor control centers, panels, transformers and onsite power generator.
 - Legend showing all symbols used on drawings.
- A.2.05 CIVIL DESIGN/DOCUMENTATION Services. Consultant shall consider alternate materials and systems and develop conceptual design solutions for on-site and off-site utility systems and fire protection systems.
- A.2.06 MATERIALS RESEARCH/SPECIFICATIONS Services. Consultant shall: identify potential architectural materials, systems and equipment, including their criteria and quality standards, which are consistent with the conceptual design; investigate availability and suitability of alternative architectural materials, systems and equipment; and coordinate similar activities of other disciplines.
- A.2.07 INTERIOR DESIGN Services. From the approved "Needs Analysis," Consultant shall provide interior space planning based on functional relationships, provide Owner Project requirements (OPR), code requirements, finishes, colors, systems, furniture and equipment. Consultant shall integrate interior space planning with conceptual design solutions for architectural, structural, mechanical, electrical and equipment requirements in order to establish an integrated design approach for a fully functional and coordinated building environment. Consultant shall obtain design input from Owner. The space plan shall include the number and location of all workstations and office layouts, loose furniture, special equipment, high density filing systems, and other rooms. Consultant shall perform these Services within the constraints of the proposed furniture system, taking into account panel dimensions and standards to provide basic workstation layouts that provide block dimensions.
- A.2.08 PROJECT DEVELOPMENT SCHEDULING Services. Consultant shall assist the CPD delivery team in periodic updates to the Critical Date Schedule as previously established.
- A.2.09 STATEMENT OF PROBABLE CONSTRUCTION COST Services. Consultant shall work with the CPD delivery team to develop a probable construction cost range, +/- 3%, for the Project (the "Schematic Design (criteria design) Phase Statement of Probable Construction Cost") based on the most recent programming information. Consultant shall assist the CPD delivery team to arrange the costs of constituent elements in the "Construction Specification Institute" ("CSI") format and shall include the

costs of systems, assemblies, and functional areas. Consultant shall fully cooperate with the CM/GC during all phases of design and the construction phase (s) of the Project.

A.2.10 COMMISSIONING PROCESS INTEGRATION Services. Consultant shall coordinate those activities directly related to the commissioning of the building at the Project. These Services include working with the commissioning agent (the "CA") in the development of a clearly defined design intent for the Project building and its systems. Consultant shall review and respond to all CA input provided throughout the Project. Consultant shall collaborate with the CA and provide specifications that list and describe the duties of the contractor that will perform the work on the Project (the "Contractor") in the commissioning processes.

A.2.11 ENERGY EFFICIENCY DESIGN Services. Consultant shall provide the Services performed during phases A.1 through A.6 that are related to Owner's desire to make conscious sustainable decisions with a short term payback period in pursuit of LEED equivalency (or other sustainability programs) without actually obtaining LEED certification (or other sustainability certifications). These Services, include, but are not limited to, exploration of green energy technologies, total cost analysis and energy modeling costs to better inform Owner of the payback potential of the various systems choices.

A.2.12 RESERVED

A.2.13 RESERVED

A.2.14 OTHER PROVISIONS. Consultant shall implement Design phase deliverable requirements using CPD guiding principles and best practices.

A.2.15 BIM MANAGEMENT PLAN. Consultant will work with CPD team to develop the BIM management plan.

A.3 PHASE 3 - BASIC SERVICES - DESIGN DEVELOPMENT SERVICES

In the design development phase, Consultant shall provide those Basic Services necessary to prepare, from the Owner-approved Schematic Design Documents, the design development documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including architectural, structural, mechanical, electrical, and other systems, materials and such other elements as may be appropriate (the "Design Development Documents"). Consideration must be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, Owner's safety and maintenance requirements, sustainability and energy conservation. Outline specifications must be prepared in accordance with the Construction Specification Institute standards and must include, but not be limited to, general and product information. Consultant's Services during Phase 3 include but are not limited to the following:

A.3.01 ARCHITECTURAL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand architectural Schematic Design Documents to establish the scope, relationship, forms, size and appearance of the Project through: plans, sections and elevations; typical construction details; and equipment layouts. These Services also include the following:

- a. Floor plans with final room locations including all openings.
- b. Building sections showing coordination and relationship between components.
- c. Wall sections showing final dimensional relationships, materials and component relationships.
- d. Identification of all fixed and loose equipment to be installed.
- e. Finish schedule identifying all finishes.
- f. Door and hardware schedule showing final quantity plus type and quality levels.
- g. Site plan, including grading and drainage.
- h. Preliminary development of details and large scale blow-ups.
- i. Legend showing all symbols used on the drawings.
- j. Outline specifications, in accordance with the CSI standards.
- k. Reflected ceiling development including ceiling grid and all devices that penetrate ceiling (i.e., light fixtures, sensors, sprinkler heads, ceiling register or diffusers, etc.)
- l. Preliminary Room numbering, signage and wayfinding coordinated with floor plans.
- m. Lead in management of the BIM model through detailed design.

A.3.02 STRUCTURAL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop the

specific structural system(s) and Schematic Design Documents in sufficient detail to establish: basic structural system and dimensions; final structural design criteria; foundation design criteria; preliminary sizing of additional major structural components; critical coordination clearances; and outline specifications or materials lists. These Services also include the following:

- a. Plan drawings with all structural members located and sized.
- b. Footing, beam, column and connection schedules.
- c. Final building elevations.
- d. Outline specifications.
- e. Foundation drawings.
- f. Seismic design performance specifications and detailed design criteria

A.3.03 MECHANICAL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand mechanical Schematic Design Documents and develop outline specifications or materials lists to establish: approximate equipment sizes and capabilities; preliminary equipment layouts; required space for equipment; required chases and clearances; acoustical and vibration control; visual impacts; and energy conservation measures. These Services also include the following:

- a. Heating and cooling load calculations for each space and major duct or pipe runs sized to interface with structural elements.
- b. Major mechanical equipment scheduled indicating size and capacity.
- c. Duct work and piping systems substantially located and sized.
- d. Devices in ceiling located.
- e. Legend showing all symbols used on the drawings.
- f. Outline specifications.

A.3.04 ELECTRICAL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand electrical Schematic Design Documents and develop outline specifications or materials lists to establish: criteria for lighting, electrical, security and telecommunications systems; approximate sizes and capacities of major components; preliminary equipment layouts; required space for equipment; and required chases and clearances. These Services also include the following:

- a. All power consuming equipment and load characteristics.
- b. Total electrical load.
- c. Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.
- d. Complete preliminary site lighting design.
- e. Outline specifications.
- f. Lighting, power, telecommunications, security, and office automation devices and receptacles shown on the plan.
- g. Final light fixture schedule.
- h. Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment, and any other special use areas.

A.3.05 CIVIL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand civil Schematic Design Documents and develop outline specifications or materials lists to establish the final scope and preliminary details for on-site and off-site engineering services.

A.3.06 LANDSCAPE DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand landscape Schematic Design Documents and develop outline specifications or materials lists to establish final scope and preliminary details for landscape work.

A.3.07 MATERIALS RESEARCH/SPECIFICATIONS Services. Consultant shall: prepare for Owner's approval the proposed Special Conditions of the construction contract (the "Construction Contract"); develop architectural outline specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment and their criteria and quality standards; coordinate similar activities of other disciplines; produce a design manual, including design criteria and outline specifications or materials lists.

A.3.08 INTERIOR DESIGN/DOCUMENTATION Services. Consultant shall further develop and coordinate the approved schematic interior space plan based on functional relationships, Owner Project Requirements (OPR), code requirements, finishes, colors, systems and equipment. Consultant shall develop conceptual design solutions that are coordinated with architectural, structural, mechanical, electrical and equipment requirements and dimensions in order to establish an integrated design

approach for a fully functional building. Consultant's coordination Services shall include verification of the building layout with the selected furniture system. Consultant shall provide workstation layout including low voltage ports, service voltage, special equipment, and panel feeds.

- A.3.09 PROJECT DEVELOPMENT SCHEDULING Services. Consultant shall review and update previously established schedules for the Project.
- A.3.10 STATEMENT OF PROBABLE CONSTRUCTION COST Services. Consultant shall work with the CPD delivery team to develop a probable construction cost range, +/- 5%, for the Project ("detailed design phase Statement of Probable Construction Cost") based on the most recent detailed design and criteria design information. Consultant shall assist the CPD delivery team to arrange the costs of constituent elements in the "Construction Specification Institute" ("CSI") format and shall include the costs of systems, assemblies, and functional areas. Consultant shall fully cooperate with the CM/GC during all phases of design and the construction phase(s) of the Project. Consultant shall work with the CPD delivery team to update and refine the Schematic Design Phase Statement of Probable Construction Cost of the Project as it is related to the construction cost budget and taking into consideration: availability of materials and labor; Project delivery procedures; construction sequencing and scheduling; changes in scope of the Project; and adjustments in quality standards. Completion of these Services must result in the "Design Development (Detailed Design) Phase Statement of Probable Construction Cost." Consultant shall provide 3rd party independent cost estimate of Probable Construction Cost and will consult with the Owner and CM/GC, in comparing and reconciling the two independent cost estimates, and the Consultant shall have the responsibility to meet the Project budget requirements, all consistent with the requirements of the Owner's Project Requirements.
- A.3.11 VALUE ENGINEERING Services. Consultant shall lead a review team during the design development phase of the Project. Consultant, in cooperation with the CPD delivery team, shall provide an intensive value analysis of the entire Project using CPD "Target Value Design" principles.
- A.3.12 COMMISSIONING PROCESS INTEGRATION Services. Consultant shall provide Services to coordinate those activities directly related to the commissioning of the building at the Project. These Services include working with the CA to develop a clearly defined design intent for the Project building and its systems. Consultant shall review and respond to all CA input provided throughout the Project. Consultant shall collaborate with the CA and provide specifications that list and describe the Contractor's duties in the commissioning processes.
- A.3.13 ENERGY EFFICIENCY DESIGN SERVICES. Consultant shall provide the Services performed during phases A.1 through A.6 that are related to Owner's desire to make conscious sustainable decisions with a short term payback period in pursuit of LEED equivalency (or other sustainability programs) without actually obtaining LEED certification (or other sustainability certifications). These Services, include, but are not limited to, exploration of green energy technologies, total cost analysis and energy modeling costs to better inform Owner of the payback potential of the various systems choices.
- A.3.14 RESERVED
- A.3.15 RESERVED
- A.3.16 OTHER PROVISIONS. Consultant shall implement detailed Design phase deliverable requirements using CPD guiding principles and best practices.

A.3.17 BIM MANAGEMENT PLAN. Consultant will work with CPD team to develop the BIM management plan.

A.4 PHASE 4 - BASIC SERVICES - CONSTRUCTION DOCUMENTS SERVICES

In the Construction Documents phase Consultant shall provide Basic Services necessary to prepare, from the approved Design Development Documents, construction documents consisting of drawings, specifications and other documents setting forth in detail, requirements for construction of the Project, as well as the documents pertaining to bidding and contracting for the construction of the Project (the "Construction Documents"). Consultant's Services during Phase 4 include but are not limited to the following:

- A.4.01 Upon written authorization from Owner to proceed, Consultant shall prepare, from the approved Design Development Documents, working drawings and specifications setting forth in detail the requirements for construction of the entire Project. Additional requirements of the documents are:
- Consultant shall incorporate the General and Supplemental General Conditions of the Construction Contract, which Owner shall provide, into the Construction Documents.
 - Consultant shall prepare complete specifications, using the Construction Specifications Institute's 3-part and 16-division format.
 - Consultant shall provide Owner with in-progress Construction Documents at three milestone percentages of completion during development of this phase. Exact milestone percentages of completion to be determined at a later date by mutual agreement with the CM/GC.
 - After review and approval of the 100% complete draft Construction Documents by Owner, Consultant shall continue with preparation of the final documents, including final specifications for all authorized work on the Project, and shall incorporate in those final documents the comments and any modifications or changes desired by Owner, any modifications required for compliance with all applicable codes, regulations or standards, and the approved program or prior written approvals and instructions of Owner. The resulting final Construction Document submittal must be a complete, fully coordinated, integrated package, suitable for bidding distribution, without any significant addenda or further clarifications required.
- A.4.02 ARCHITECTURAL DESIGN/DOCUMENTATION Services. Consultant shall prepare drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.
- A.4.03 STRUCTURAL DESIGN/DOCUMENTATION Services. Consultant shall prepare final structural engineering calculations, drawings, and specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.
- A.4.04 MECHANICAL DESIGN/DOCUMENTATION Services. Consultant shall prepare final mechanical engineering calculations, drawings, and specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.
- A.4.05 ELECTRICAL DESIGN/DOCUMENTATION Services. Consultant shall prepare final electrical engineering calculations, drawings, and specification based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.
- A.4.06 CIVIL DESIGN/DOCUMENTATION Services. Consultant shall prepare final civil engineering calculations, drawings, and specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements. Civil Engineering and Survey Services must be provided by a registered engineer who shall: evaluate existing pavement surfaces, grading, and on-site utilities, and identify potential areas to upgrade; develop, from conceptual design through construction closeout, potential upgrades, including specifications and bid drawings; conduct surveys to include determining legal descriptions and verification of lot lines (meets and bounds), and building and equipment placement.
- A.4.07 LANDSCAPE DESIGN/DOCUMENTATION Services. Consultant shall prepare drawings and specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project.
- A.4.08 MATERIALS RESEARCH/SPECIFICATIONS Services. Consultant shall assist Owner in development and preparation of: bidding documents which describe the time, place, and conditions of bidding; bidding forms; and architectural specifications describing materials, systems, and equipment; workmanship; quality and performance criteria required for the construction of the Project (the "Bidding Documents"). Consultant shall also coordinate the development of specifications by other disciplines and compile the Project Manual, including conditions of the contract, Bidding Documents and specifications.
- A.4.09 PROJECT DEVELOPMENT SCHEDULING Services. Consultant shall support the CPD delivery team in review and update of previously established schedules for the Project.
- A.4.10 STATEMENT OF PROBABLE CONSTRUCTION COST Services. Consultant shall work with the CPD delivery team to develop a probable construction cost range, +/- 3%, for the Project

("Implementation Document Phase Statement of Probable Construction Cost") based on the most recent construction documents, detailed design and criteria design information. Consultant shall assist the CPD delivery team to arrange the costs of constituent elements in the "Construction Specification Institute" ("CSI") format and shall include the costs of systems, assemblies, and functional areas. Consultant shall fully cooperate with the CM/GC during all phases of design and the construction phase (s) of the Project. Consultant shall work with the CPD delivery team to update and refine the Construction Documents Phase Statement of Probable Construction Cost of the Project related to the construction cost budget and in doing so shall take into consideration: availability of materials and labor; Project delivery; procedures; construction sequencing, and scheduling; changes in scope of the Project; and adjustments in quality standards. Completion of these Services must result in the "Construction Documents (Implementation Documents) Phase Statement of Probable Construction Cost." This cost will become the basis for final negotiations with the CM/GC and establishing the final Guaranteed Maximum Price (GMP). Upon acceptance of this supplemental service, consultant shall provide 3rd party independent cost estimate of Probable Construction Cost and consult with the Owner and CM/GC in comparing and reconciling the two independent cost estimates. Consultant shall meet the Project budget requirements, all consistent with the requirements of the Owner's Project Requirements.

- A.4.11 ALL SPECIFIED ITEMS MUST BE STANDARD, cataloged, manufactured items or "off the shelf" items. No custom items may be designed or specified without prior written authorization of Owner. No proprietary or "sole source" items may be specified. Brand name products may be specified as long as "approved equal" is included with their specification, if there is no other practical method of specification. Goal is to identify 3 approved products in the specification sections.
- A.4.12 RECYCLED PRODUCTS MUST BE USED where they are economically feasible. Consultant shall give preference to materials and supplies manufactured from recycled materials under the following conditions:
- The recycled product is available;
 - The recycled product meets applicable standards;
 - The recycled product can be substituted for a comparable non-recycled product; and
 - Recycled product costs do not exceed the costs of non-recycled products by more than five percent.
- A.4.13 INTERIOR DESIGN/DOCUMENTATION Services. Consultant shall further develop and coordinate the space plan based on approval by Owner of the Design Development Documents. Consultant shall consult and coordinate with Owner to develop the detailed drawings with all information required for bidding. These Services must include detailed requirements for the selected system furniture power and low voltage feeds.
- A.4.14 PLAN REVIEW INITIATION & COORDINATION. Consultant shall prepare all necessary Project documents, with appropriate formatting and registration stamps, for submission to the mandatory authority having jurisdiction (the "AHJ") over the Project to obtain the building permit. Consultant shall apply and fill out all necessary documentation for a complete "plan check" submission prior to AHJ code review. Consultant shall meet with the AHJ as requested and answer Project related questions and review applicable code compliance issues. Owner shall pay the "plan check" fees. Owner shall require the Construction Contractor to pay the building permit fee and all trades permits per the State of Oregon General Conditions for Public Improvement Contracts.
- A.4.15 COMMISSIONING PROCESS INTEGRATION Services. Consultant shall coordinate those activities directly related to the commissioning of the building at the Project. These Services include working with the Commissioning Agent (CA) in the development of clearly defined design intent for the building and its systems. Consultant shall review and respond to all CA input provided throughout the Project. Consultant shall collaborate with and provide specifications that list and describe the Contractor's duties in the commissioning processes.
- A.4.16 ENERGY EFFICIENCY DESIGN SERVICES. Consultant shall provide the Services performed during phases A.1 through A.6 that are related to Owner's desire to make conscious sustainable decisions with a short term payback period in pursuit of LEED equivalency (or other sustainability programs) without actually obtaining LEED certification (or other sustainability certifications). These Services, include, but are not limited to, exploration of green energy technologies, total cost analysis and

energy modeling costs to better inform Owner of the payback potential of the various systems choices.

A.4.17 RESERVED

A.4.18 RESERVED

A.4.19 RENDERING Services. Consultant shall provide graphic representations of the Project consisting of 3-D BIM Models to assist the CPD delivery team and Owner in the development of virtual design and construction target budgets, PR materials, and other supporting documents. The owner is not expecting any photo realistic renderings during the CD phase of this project.

A.4.20 INTERIOR DESIGN AND SPACE PLANNING Services. In the various phases of the Project, Consultant shall provide those Services necessary to prepare Interior Schematic Design Documents and Interior Design Development Documents to establish the scope, scale, special relationships, and interior appearance of any structures of the Project, and provide other documents setting forth in detail the requirements for the equipment, interior construction, and selected interior finishes. Consultant shall provide:

- a. Interior design and space planning Services during the schematic design phase, consisting of space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems, and equipment and development of conceptual design solutions for architectural, mechanical, electrical, and equipment requirements in order to establish workstation layouts based upon the Owners Project requirements. Consultant shall provide Owner with a sample form to be used as an inventory document of existing furnishings. Owner shall conduct the furniture inventory and provide Consultant with the fully completed inventory document within six weeks after receiving the blank inventory form; and
- b. Interior design/documentation Services during the design development phase, and contract document phase consisting of ongoing development and expansion of interior Schematic Design Documents relative to: floor plan layouts indicating all loose and fixed furniture and equipment; identification and relationships of organizational units; all other aspects of space planning; special interior design features; materials, finishes and colors; total length of space partitions required; and listing additional movable furnishings required.

A.4.21 LOW VOLTAGE SECURITY & FIRE ALARM SYSTEM DESIGN Services. Consultant shall provide design, layout, specification and document development of a comprehensive low voltage fire alarm and keycard-access and CCTV security systems, identifying and locating each device utilizing Owner's authorized system provider's equipment. Consultant shall determine and coordinate the electrical interface between building electrical and security at all designated door locations, and observe installation and testing of security system(s), equipment and devices during construction.

A.4.22 COMMUNICATIONS AND DATA CONSULTANT Services. Consultant shall provide such Services in the programming, design, layout, specifications, coordination, installation, and observation of installation and testing, as may be necessary to complete installation of a successful telecom and data system in accordance with Owner Project requirements.

A.4.23 STRUCTURAL SEISMIC ANALYSIS AND DESIGN Services. Consultant shall provide such Services in the inspection, research, analysis, programming, design and specifications as may be required to bring the building into conformance with current regulatory seismic structural stability requirements.

A.4.24 CPD DELIVERY TEAM MEETINGS Services. Consultant shall attend and participate in all required Project meetings, at either Owner's offices, co-location offices, or other locations of members of the CPD delivery team, as requested by CPD delivery team and Owner.

A.4.25 BUILDING CODE APPEAL Services. Consultant shall consult with Owner and, if Owner directs, Consultant shall appeal, on behalf of Owner, any adverse Building Code administrative ruling/decision and shall follow the process through to an official appeals ruling/decision.

A.4.26 ENERGY STUDIES Services. Consultant shall provide all required special analyses and computer modeling to further analyze and incorporate additional cost-effective energy conservation measures required by Owner. Owner doesn't anticipate the need for any full building energy models. It is

intended that the design team will assist Owner in making educated decisions on best systems based on high level analysis of first cost versus operational efficiency.

A.4.27 COMMISSIONING PROCESS INTEGRATION AND CERTIFICATION Services. Consultant shall coordinate those activities directly related to the commissioning process. These Services include working with the CA in the development of design intent for the electrical and mechanical building systems being evaluated by the CA. Consultant shall review all CA input provided during the design development document review periods. Consultant shall review all CA evaluation documents such as balance and testing reports, and shall coordinate with the Contractor in directing the implementation of any needed corrections of the Work.

A.4.28 OTHER PROVISIONS. Consultant shall implement Construction Document phase deliverable requirements using CPD guiding principles and best practices.

A.4.29 BIM MANAGEMENT PLAN. Consultant will work with CPD team to develop the BIM management plan.

A.5 PHASE 5 - BASIC SERVICES - BIDDING SERVICES

In the bidding phase, following Owner's approval of the Construction Documents Phase Statement of Probable Construction Cost, Consultant shall provide those Basic Services necessary for Consultant to assist Owner and CM/GC in obtaining bids and in awarding contracts for the Work. In the case of phased construction, Owner may authorize bidding of portions of the Work prior to completion of the Construction Documents phase. Consultant's Services during Phase 5 include but are not limited to the following:

A.5.01 BIDDING MATERIALS Services. Consultant shall organize and manage Bidding Documents for: coordination; reproduction; completeness review; distribution; distribution records; retrieval; receipt and return of document deposits; and review, repair and re-assembly of returned materials.

A.5.02 ADDENDA Services. Consultant shall prepare, for distribution by Owner and CM/GC, all addenda, including supplemental drawings, specifications, instructions and notices of changes in the bidding schedule and procedure.

A.5.03 BIDDING Services. Consultant shall assist Owner and CM/GC in: establishing a list of bidders; participating in pre-bid conferences; responding to questions from bidders and clarifications or interpretations of the Bidding Documents; and documenting and distributing bidding results.

A.5.04 ANALYSIS OF ALTERNATES/SUBSTITUTIONS Services. Consultant shall consider, analyze, compare, and approve or reject alternatives or substitutions proposed by bidders prior to and after receipt of bids or proposals.

A.5.05 SPECIAL BIDDING Services. Consultant shall document: decisions regarding multiple Construction Contracts or phased construction; technical evaluation of alternate building systems; and participation in detailed evaluation procedures for building systems proposals.

A.5.06 OTHER PROVISIONS. Consultant shall implement Bidding phase deliverable requirements utilizing CPD guiding principles and best practices.

A.5.07 BIM MANAGEMENT PLAN. Consultant will work with CPD team to develop the BIM management plan.

A.6 PHASE 6 - BASIC SERVICES - CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

The construction phase for each portion of the Project will commence with the award of the Construction Contract to the Contractor, and will terminate when the Construction Contract warranty period expires. In the construction administration phase Consultant shall provide those Basic Services necessary for the administration of the Construction Contract as set forth in this section and in the General Conditions and Supplemental General Conditions of the Construction Contract. Consultant shall receive and transmit information as a representative of Owner during the construction of the Project and shall advise and consult with CPD delivery team and Owner. Consultant shall forward all instructions to Contractor received from Owner. Consultant may act on behalf of Owner only to the extent provided in the Construction Contract.

However, Consultant does not have control or charge of, and is not responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Consultant, by virtue of its position alone and without regard to Consultant's actual involvement on site, does not have control or charge of, and is not responsible for the acts or omissions of, Contractor and any subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents. Consultant's Services during Phase 6 include but are not limited to the following:

- A.6.01 OFFICE CONSTRUCTION ADMINISTRATION Services. Consultant shall process submittals, including receiving, reviewing, and taking appropriate action on shop drawings, product data, samples and other submittals required by the Construction Contract and all documents specifically incorporated by reference into the Construction Contract (the "Contract Documents"). Consultant shall distribute submittals as required and shall maintain a master file of submittals and related communications. Consultant shall co-locate with the CM/GC and Owner for the duration of the Project.
- A.6.02 INSPECTION COORDINATION Services. With respect to independent inspection and testing agencies, Consultant shall assist the CPD delivery team, CM/GC and Owner to; administer and coordinate field testing and inspections by independent agencies as required by the Contract Documents; recommend the scope, standards, procedures, and frequency of testing and inspections; arrange for testing and inspection on Owner's behalf; notify inspecting and testing agencies of status of the Work requiring testing and inspection; evaluate compliance by testing and inspection agencies with required scope, standards, procedures, and frequency of testing and inspections; review reports on inspections and tests; and notify Owner and Contractor of observed deficiencies in the Work. Consultant shall oversee and coordinate with Owner and Contractor on the review of any system furniture installation by the Contractor to verify that dimension requirements are met.
- A.6.03 SUPPLEMENTAL DOCUMENTS Services. Consultant shall: prepare, reproduce and distribute supplemental drawings, specifications, and interpretations in response to requests for clarification by the Contractor or Owner and as required by construction exigencies; and forward Owner's instructions and provide guidance to the Contractor on Owner's behalf relative to changed requirements and schedule revisions.
- A.6.04 QUOTATION REQUESTS/CHANGE ORDERS Services. Consultant shall: prepare, reproduce and distribute drawings and specifications to describe work to be added, deleted, or modified; review proposals from Contractor for reasonableness of quantities and costs of labor and materials; review and make recommendations regarding changes in time for substantial completion; review and make detailed recommendations, including, if requested, a specific alternative cost breakdown, regarding impact on space planning design; assist with Contractor negotiations on Owner's behalf regarding costs of work proposed to be added, deleted, or modified; assist in the preparation of appropriate modifications of the Construction Contract; coordinate communications, approvals, notifications, and recordkeeping regarding changes in the Work.
- A.6.05 PAYMENT REVIEW Services. Consultant shall evaluate and certify applications for payment, including review and determination of whether each charge is accurate and constitutes payment for fully authorized and completed Work, and maintain complete records regarding all applications and payments.
- A.6.06 CONTRACT DOCUMENT INTERPRETATION Services. Subject to the concurrence of Owner, Consultant is the interpreter of the performance requirements imposed by the Contract Documents on both Owner and Contractor. Accordingly, Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either Owner or Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between Owner and Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents. Owner shall render a final determination if Owner disagrees with Consultant's proposed interpretation or decision.
- A.6.07 CONTRACTOR SUBMITTAL REVIEW Services. Consultant shall review and take appropriate action on Contractor's submittals, including shop drawings, product data, and samples, checking for conformance with the design concept of the Work and the Contract Documents. Consultant shall take

such action with reasonable promptness so as to cause no delay. Consultant shall forward to Owner one copy of all approved shop drawings, product data, and samples, together with correspondence related to these documents, as a record of the Work. Consultant's approval of a specific item does not indicate approval of an assembly of which the item is a component.

- A.6.08 CONSTRUCTION PROGRESS INSPECTION Services. Consultant shall co-locate with the Owner and CM/GC at the Project site and visit the site at weekly intervals, and upon special circumstances as requested by Owner, to be familiar with the progress and quality of the Work, and to determine if the Work is generally proceeding in accordance with the Contract Documents. Consultant, in conjunction with the payment review, shall report to Owner on the accuracy of Contractor's working record drawings each month during construction. However, Consultant is not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations, Consultant shall report such visits, observations, and information in a weekly written report to Owner.
- A.6.09 COMMISSIONING PROCESS INTEGRATION AND CERTIFICATION Services. Consultant shall coordinate those activities directly related to the commissioning process. These Services include working with the CA in the development of design intent for the electrical and mechanical building systems being evaluated by the CA. Consultant shall review all CA input provided during the design development document review periods. Consultant shall review all CA evaluation documents such as balance and testing reports, and shall coordinate with the Contractor in directing the implementation of any needed corrections of the Work.
- A.6.10 PROJECT CLOSEOUT Services. Upon notice from the Contractor that the Work, or a designated portion of it that is acceptable to Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or the use for which it is intended, Consultant shall:
- a. Perform a detailed inspection, with Owner's representative, of the Work for conformity to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected, and determine the amounts to be withheld until final completion;
 - b. Issue certificates of substantial completion and perform inspection(s) upon notice by Contractor that the Work is ready for final inspection and acceptance;
 - c. Notify Owner and Contractor of deficiencies found in follow-up inspection(s), if any;
 - d. Perform a final inspection with Owner's representative to verify final completion of the Work and receipt and transmittal of warranties, affidavits, receipts, and releases and waivers of lien or bonds indemnifying Owner against liens;
 - e. Issue final certificate(s) for payment; and
 - f. Issue a summary of Consultant and Sub-Consultant expenses as required by Section B. 1.09 of Exhibit B of this Contract. .
- A.6.11 RECORD DOCUMENT Services. Consultant shall provide accurate record drawings and record specifications manuals for the Project to Owner as more particularly described in this Section. Consultant shall deliver to Owner, within ___ days after receipt of the Contractor's working record documents, the following record documents (the "Record Documents"):
- a. Hardcopy Set - all drawing sheets used for bidding including addenda, all changes resulting from regulatory reviews, change orders, and as-built conditions. Consultant is not responsible for the accuracy of the working as-built drawings furnished by Contractor.
 - b. Electronic Set - a complete set of Record Drawings (as described above in Section A.6.11(a) above) and generated in AutoCAD (version as directed by Owner), as well as an electronic version of the complete specifications in a file format approved by Owner. Consultant shall verify that all electronic drawings are readable and that all AutoCAD x-reference ("Xrefs") files are bound and formatted in such a way as to be readable by the AutoCAD version in which they are saved. Consultant shall provide a list of all drawings, including Xrefs that are associated with the Record Drawings. The electronic Record Documents shall be provided on recordable (not re-recordable) compact discs.
- A.6.12 WARRANTY REVIEW Services. Consultant shall: consult with and make recommendations to Owner, during the duration of the Construction Contract warranty period, concerning inadequate performance

of materials, systems, and equipment under warranty; perform inspections prior to expiration of the warranty period to ascertain adequacy of performance of materials, systems, and equipment; and document defects or deficiencies and assist Owner in preparing instructions to the Contractor for correction of noted defects.

A.6.13 OTHER PROVISIONS. Consultant shall implement Construction and Closeout phase deliverable requirements utilizing CPD guiding principles and best practices.

A.6.14 BIM MANAGEMENT PLAN. Consultant will work with CPD team to develop the BIM management plan.

A.7 PHASE 7 - SUPPLEMENTAL SERVICES

In addition to the generally sequential Services described in Phases 1 through 6, Consultant shall provide supplemental services designated below (the "Supplemental Services") upon written instruction from Owner. These non-sequential Services may be provided during a single phase of Services or during several phases, and include the Services listed in this Section. Owner may amend the Contract and delete Supplemental Services not needed as a part of the Project, in which case Owner shall receive a credit against the Contract amount payable to Consultant, based on the value of the Services removed from Statement of Work or such other standard as agreed by the parties.

A.7.01 GRAPHICS / WAYFINING DESIGN

A.7.02 ART CONSULTANT

A 7.03 ACOUSTIC CONSULTANT

A 7.04 TRAFFIC / PARKING ENGINEERING

A.7.05 3RD PARTY COST ESTIMATOR

A.7.06 BUILDING ENVELOPE/ROOFING CONSULTANT

A.7.07 ENERGY INCENTIVES COORDINATION

JEFFERSON COUNTY LIBRARY DISTRICT
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT B
CONSULTANT COMPENSATION

B.1 BASIS OF COMPENSATION

B.1.01 Owner shall compensate Consultant for the performance of Services set forth in Exhibit A, as follows:

The maximum, not-to-exceed total amount payable under this Contract for Complete Design Phase Services is \$ TBD for the combination of Basic Services, Supplemental Services, and Reimbursable Expenses.

Consultant shall perform the Basic Services for Complete Design Services: a not-to-exceed price of \$TBD.

Consultant shall perform the Supplemental Services for: a not-to-exceed price of \$ TBD.

Owner shall reimburse Consultant for any allowable Reimbursable Expenses up to a maximum amount of \$ TBD

B.1.02 Owner shall pay Consultant monthly for Services and Reimbursable Expenses, following Owner’s review and approval of detailed invoices submitted by Consultant and Owner’s acceptance of the Services or approval of Reimbursable Expenses. Payment for all Services performed and for Reimbursable Expenses will not exceed the amounts stated in Section B.1.03 below. Owner shall pay Consultant only after Owner has received and approved (i) Consultant’s detailed monthly invoice as described in Section B.1.07, and (ii) all reports, designs, certificates, and documents covered by the invoice.

B.1.03 Payments for Basic Services and Reimbursables will be in proportion to the Services performed within Phases 1 through 6 set forth in Exhibit A. The total compensation for each Phase of the Services will not exceed the following percentages of the total amount payable for the Services.

(Note: The Supplemental Services listed in Section A.7 of Exhibit A, may or may not be authorized concurrently with Phases 1 through 6. Therefore, the percentages set forth below do not include Phase 7 Supplemental Services. Supplemental Services, if authorized, are to be billed as separate line items in accordance with Section B.1.07. Warranty Period Services, which may be included by Contract amendment, are listed separately).

Phase	Percentage	\$ Amount
Programming/Schematic Design Services	%	\$
Design Development Services	%	\$
Construction Documents Services	%	\$
Bidding Services	%	\$
Construction Contract Administration Services	%	\$
Warranty Period Services	%	\$
Total	100.0%	\$

B.1.04 Although they are included in the above-stated maximum not-to-exceed amount, all Supplemental Services (See Exhibit A, Section A.7) are considered Services to be provided on an “as needed” basis, and Consultant shall perform them only if authorized by Owner in writing to do so. The authorization of the Supplemental Services is not restricted by the Basic Services schedule. It is the goal of the parties to agree upon a fixed price for any Supplemental Service for which the actual scope of Service can be defined and agreed upon. At Owner’s discretion, the price for each Supplemental Service will be a fixed price agreed upon by the parties and documented by Contract amendment prior to authorization to proceed with the Service. If a fixed price cannot be agreed upon, the price will be the not-to-exceed amount indicated below for that Supplemental Service (as those amounts may be

revised in accordance with this Section B.1.04) derived from Consultant’s personnel time to complete the Service, multiplied by the hourly rates for those personnel as set forth in Exhibit F, Price Proposal / Rate Schedule. The estimated dollar amounts for each of the Supplemental Services listed below are stated for the purpose of calculating the maximum total dollar amount for all Supplemental Services. The actual amount payable for each Supplemental Service may be more or less than the estimate below; however, the total amount of all Supplemental Services must not exceed the maximum, not-to-exceed price stated in Section B.1.01 for Supplemental Services without a Contract amendment. The estimated not-to-exceed amounts for the identified Supplemental Services are:

Supplemental Service	Amount
	\$
	\$
Total:	

B.1.05 Reimbursable Expenses, included in B1.03 above, are the direct costs incurred by Consultant, Consultant's employees, and Sub-consultants for performance of Services rendered to complete the Project. These expenses are reimbursable to the extent authorized by Section B.2. The estimated dollar amounts for each of the identified Reimbursable Expense items are as follows:

1	Travel Related Expenses	Included in Amount Below
2	General Reimbursable Expenses	\$
	Total	\$

The actual total amount payable for each individual Reimbursable Expense item may be more or less than the estimate above; however, the total amount of all Reimbursable Expenses must not exceed the maximum amount stated in Section B.1.01 for Reimbursable Expenses without a Contract amendment. Requests for payments of Reimbursable Expenses must be identified and tracked on monthly invoices according to the expense item categories listed above.

B.1.06 Consultant shall not submit invoices for, and Owner will not pay, any amount in excess of the maximum, not-to-exceed amount payable under this Contract set forth in Section B.1.01. If this amount is increased by Contract amendment, the amendment must be effective before Consultant performs Services subject to the amendment. Consultant shall notify Owner’s Representative identified in this Contract in writing of the expiration of the Contract, 30 days prior to such expiration. No payment will be made for any Services performed prior to the Effective Date or after the expiration date of the Contract.

B.1.07 Consultant shall submit monthly invoices for Services performed. To be processed for payment by Owner, the invoices shall include the following basic information:

- A. the correct name of Owner’s authorized representative;
- B. invoice date;
- C. date range during which the Services being invoiced were provided;
- D. invoice number that ends in a " ##", which represents the correct invoice sequence of issue (the last invoice submitted on the Project must be clearly labeled "Final Invoice");
- E. the correct contract number;
- F. original contract total, not-to-exceed amount broken out by: Basic Services, Supplemental Services released to date by line item, and Reimbursable Expenses separated by two categories of Travel Expenses and General Reimbursables;

- G. statement of changes to the original total, not-to-exceed amount by amendment(s) and broken out in the same way as in item F, showing the revised Contract amounts;
- H. amounts paid to date, showing the amounts submitted for payment prior to the current invoice (regardless of payment status) and broken out the same way as in item F;
- I. amounts being invoiced in the current invoice and broken out the same way as in item F, with a roll up of a "Total Amount Billed For This Invoice" line item amount; and
- J. balances remaining after receipt of payment for the current invoice broken out the same way as in item F.

In addition:

- (1) Consultant shall describe all Services performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
- (2) Reimbursable Expenses must be broken out into two line item categories, 1) Travel Expenses and 2) General Reimbursable Expenses.
- (3) Invoices for Basic Services under a specific Phase must be for completed Basic Services only and must indicate the percentage of the total Basic Services for that Phase that the amount invoiced represents.
- (4) Invoice amounts for authorized fixed price Supplemental Services must indicate the Supplemental Service, its contract reference number, the total amount of the fixed price Supplemental Service, and the total percentage and related dollar amount of the fixed price Supplemental Service completed by the end of the current invoice period, less the total dollar amount previously billed for, with the balance representing the total amount being currently billed.
- (5) Invoices for authorized Supplemental Services based on a not-to-exceed amount must set forth the number of hours worked by Consultant's personnel on the identified Service, describe the Services performed by each such personnel in detail on a daily basis, and set forth the rate of compensation for each of such personnel as set forth in Exhibit F.

Consultant shall email invoices to Ricardo Becerril at ricardo@compasspsinc.com , using the following address on the actual invoice:

Attn.: *Gabrielle Beebe*
Jefferson County Library District
241 SE 7th Street
Madras, OR 97741

Consultant shall not indicate or invoice for any past due amounts in the current invoice. All such notifications of a past due amount must be handled by a separate Statement of Account.

Owner may reject, without incurring liabilities for late payment penalties, any invoice that does not have the proper information as required by this section.

B.1.08 Owner shall compensate Consultant for changes to the Project as follows:

- a. If the scope of the Project or the Services are changed materially, Consultant shall request in writing an amendment to the Contract before additional Services are provided and before compensation is adjusted. All legally required approvals must be obtained for any Contract amendment before the amendment is effective and before Services may be performed or payment made under the amendment.
- b. Consultant's fee for preparing routine change orders adding or deleting Services from the Project is included in the maximum not-to-exceed amount for Basic Services stated in Section B.1.03.

B.1.09 Consultant shall provide to Owner upon close-out of the Project, a wrap-up report showing expenses incurred by Consultant and any Sub-consultants as a direct result of the performance of Services, including both general and specific travel expenses, whether reimbursable or not. The breakdown of these expenses must be as follows:

- i. All of Consultant's direct travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed;

- ii. All of Sub-consultants' direct travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed;
- iii. All of Consultant's direct general expenses, other than travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed; and
- iv. All of Sub-consultants' direct general expenses, other than travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed.

B.2 REIMBURSABLE EXPENSES

B.2.01 Reimbursable Expenses are the direct costs incurred by Consultant, Consultant's employees, and subcontractors or subconsultants for performance of Services rendered to complete the Project. These expenses are reimbursable to the extent authorized by this Attachment, and are payable to Consultant in addition to compensation for Services, up to the total, not-to-exceed amount stated in contract Exhibit A. Reimbursable Expenses may not exceed the amount stated in Exhibit A without prior authorization by Jefferson County.

B.2.02 Reimbursable Expenses include only those actual, allowable, and reasonable expenditures made by Consultant and Consultant's employees in performing the Services required under the Contract. Reimbursable Expenses must be evidenced by copies of actual third-party invoices or receipts delivered to Jefferson County to qualify for reimbursement and are limited to the types of actual expenses listed below.

B2.03 General Reimbursable Expenses consist of:

- a. Long distance communications, cellular phones and other communication technology are not considered a reimbursable expense and are part of the indirect cost and overhead Fee structure.
- b. Alcoholic beverages are not considered reimbursable expenses.
- c. Laptops, PC's and tablet devices of employees are not considered a reimbursable expense.
- d. Reproductions, postage and handling of drawings and specifications and other documents, excluding reproductions of drawings, specifications and other documents used by Consultant and Consultant's Subconsultants.
- e. Catered meals and/or box meals, etc. brought in for the purposes of continuation of a project meeting where project participants are required to meet to conduct project business over the breakfast (before 7:00 AM), lunch (12:00-1:00 PM) or dinner hours (After 5:00 PM).
- f. Third-party models and mockups requested by Jefferson County-.
- g. Printing of master or reproducible sets of plans and project manuals including specifications.
- h. Plan check fees.

B2.05 Travel is reimbursable only when the travel is essential to the normal discharge of Consultant's responsibilities under the Contract. All travel must be conducted in an efficient and cost-effective manner that results in the best value to the Jefferson County. The travel must comply with all the requirements set forth in this section and must be for official Jefferson County business only.

B2.06 Personal expenses are not authorized for reimbursement at any time.

B2.07 Current approved rates for travel-related expenses are as follows:

B2.08 **Mileage.** Mileage for travel in a private automobile, while Consultant is acting within the course and scope of his/her duties under this Contract and driving over the most direct and usually traveled route, will be reimbursed at a rate as adjusted yearly for IRS published rates. To qualify for mileage reimbursement, Consultant must hold a valid, current driver's license for the class of vehicle to be driven and carry personal or business automobile liability insurance in amounts not less than those required by (i) the Oregon Financial Responsibility Law (ORS 806.060) or (ii) the jurisdiction in which the vehicle is being operated, whichever is greater. No mileage reimbursement will be paid for the use of motorcycles or mopeds. No mileage reimbursement will be paid for travel within a 75-mile

radius of the Project Site or Meeting Location. This is considered an indirect cost and included in the Consultant Fee & hourly rate structure.

B2.09 **Meals.** The standard rate for meals is \$59 per day. For purposes of calculating individual meals where Consultant is entitled only to a partial day reimbursement, the following allocation of the meal per diem applies:

Breakfast	25%
Lunch	25%
Dinner	50%

Except in the event of necessary overnight travel as provided below, breakfast and dinner expenses will be reimbursed only if Consultant is required, while acting within the course and scope of his/her duties under this Contract, to travel more than two hours (a) before the start (for breakfast expense reimbursement), or (b) after the end (for dinner expense reimbursement) of Consultant's regular workday (8:00 a.m. to 5:00 p.m.). Lunch expense is reimbursable only if Consultant is required, while acting within the course and scope of his/her duties under this Contract, to travel overnight and begins or ends the journey, respectively, before or after 11:00 a.m. Breakfast and dinner expenses are reimbursable during Consultant's necessary overnight travel while acting within the course and scope of his/her duties under this Contract. Receipts are required for reimbursement. Alcoholic beverages are not reimbursable.

B2.10 **Lodging.** The standard rate for lodging is \$98 (unless otherwise mutually agreed on with owner) per day. Jefferson County will reimburse Consultant for Consultant's actual cost of lodging up to the specified standard rate.

B2.11 **Other Travel Expenses.** In addition to meals and lodging, travel expenses will be reimbursed for airfare and rental vehicles only if Consultant is acting within the course and scope of his/her duties under this Contract. Receipts are required for all travel expenses. All Consultant representatives must fly "coach class," unless Consultant personally pays the difference. All Consultant representatives are limited to economy or compact size rental vehicles, unless Consultant personally pays the difference.

B2.12 For any exceptions to the expense items listed above, Consultant must obtain the separate written approval of Jefferson County prior to incurring any expense for which reimbursement will be sought. Jefferson County will not pay any mark up over actual allowable reimbursement costs unless markup has been agreed to in Exhibit A of the contract agreement. Any costs associated with recordkeeping or labor to create reproductions of receipts is considered indirect overhead and therefore part of Consultant's Professional Hourly Rates.

JEFFERSON COUNTY LIBRARY DISTRICT
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EXHIBIT C
INSURANCE REQUIREMENTS

REQUIRED INSURANCE. Consultant shall obtain at Consultant's expense the insurance specified in this Exhibit C prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Consultant shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Owner.

1. **Required by JEFFERSON COUNTY LIBRARY DISTRICT**
Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
2. **Required by JEFFERSON COUNTY LIBRARY DISTRICT** **Not required by JEFFERSON COUNTY**
Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$3,000,000 each claim, incident or occurrence, and \$3,000,000 for all claims, covering damages caused by error, omission or negligent acts related to the Services.
3. **Required by JEFFERSON COUNTY LIBRARY DISTRICT** **Not required by JEFFERSON COUNTY**
Commercial General Liability insurance covering bodily injury and property damage in a form and with coverages satisfactory to JEFFERSON COUNTY LIBRARY DISTRICT. This insurance must include personal and advertising injury liability, products and completed operations. Coverage must be written on an occurrence basis. Combined single limit per occurrence must not be less than \$2,000,000 for each job site or location. Each annual aggregate limit must not be less than \$4,000,000.
4. **Required by JEFFERSON COUNTY LIBRARY DISTRICT** **Not required by JEFFERSON COUNTY**
Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
4. **Required by JEFFERSON COUNTY LIBRARY DISTRICT** **Not required by JEFFERSON COUNTY**
Umbrella Coverage of not less than \$2,000,000.
5. **Tail Coverage.** If any of the required professional liability insurance is on a "claims made" basis, Consultant shall maintain either "tail" coverage or continuous "claims made" liability coverage, for a minimum of 24 months following the later of (i) Consultant's completion and Agency's acceptance of all Services required under this Contract, or (ii) The expiration of all warranty periods provided under this Contract. The effective date of any continuous "claims made" coverage must be on or before the effective date of this Contract. Notwithstanding the foregoing 24-month requirement, if Consultant elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Consultant shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Consultant shall provide to Agency, upon Agency's request, certification of the coverage required under this section 4.
6. **Notice of cancellation or change.** There must be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from Consultant or its insurers to:
Jefferson County Library District
Attn: Procurement
241 SE 7th Street
Madras OR 97741.
7. **Certificates of insurance.** As evidence of the insurance coverages required by this contract, Consultant shall furnish acceptable insurance certificates to:
Jefferson County Library District
Attn: Procurement
241 SE 7th Street
Madras OR 97741.

prior to commencing performance of the Services. The certificate must specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to Owner's acceptance. If requested, Consultant shall provide complete copies of insurance policies, trust agreements, etc. to Owner. Consultant is financially responsible for all pertinent deductibles, self-insured retentions and self-insurance.

JEFFERSON COUNTY LIBRARY DISTRICT
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT D
SPECIAL CONTRACT PROVISIONS

D.1 RESPONSIBILITIES OF OWNER

- D.1.01 Owner's Project budget must include contingencies for design, bidding, changes in the Work during construction, and other costs described below.
- D.1.02 Owner, at Owner's sole option, may retain an inspector to inspect the Project in order to protect Owner's interests. The costs of the inspector are to be paid by Owner and the inspector will serve at the pleasure of Owner. When retained by Owner, the inspector's duties are not to be interpreted as conflicting with the duties of Consultant or relieving Consultant of any responsibility or duty incurred under this Contract, nor may the inspector act as Consultant's agent.
- D.1.03 Owner shall furnish to Consultant a Hazardous Material Survey, and any subsequent testing and/or abatement as may be required.
- D.1.04 Owner is responsible for payment of all plan check fees, review fees, permit fees, taxes, development charges, or any other costs related to obtaining governing bodies' approval for construction of the Project.

D.2 PROJECT RESPONSIBILITIES

- D.2.01 Consultant shall prepare a schedule of its activities through all phases of the Project. Consultant shall schedule and prepare agendas for all meetings that involve Consultant's Services. Consultant shall chair such meetings and shall record and distribute minutes, in a format and level of detail acceptable to Owner, of decisions and actions to attendees. Consultant as part of the CPD delivery team shall attempt to co-locate with the Owner, CM/GC and design team where practical.
- D.2.02 Consultant shall confirm first hand, through site investigations of the observable circumstances and existing conditions, the critical issues that may impact design criteria and shall not rely solely on furnished As Built documents. At Owner's discretion, Consultant will be liable for any cost change impacts as a result of using inaccurate As Built drawings that, if used solely for the design process without confirmation, create conflicts on site.
- D.2.03 Guaranteed Maximum Price (GMP). Refer to draft CM/GC agreement for further information on establishing the Guaranteed Maximum Price. The GMP is the total cost or estimated cost to Owner of all elements of the Project designed or specified by Consultant in the Detailed Construction Cost Estimates prepared pursuant to Section A.4. PHASE 4 of Exhibit A, excluding equipment supplied by Owner, and delineated in outline form according to the industry standard Master Format 2012 or later for divisions of the Work, excluding equipment supplied by Owner. Construction cost does not include the compensation of Consultant and Sub-consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of Owner. If the fixed limit of the GMP is exceeded in the final buyout phase of the GMP by the CM/GC, the Owner, at its discretion, shall:
- (i) give written approval of an increase in such fixed limit,
 - (ii) authorize re-bidding of the Project or portions thereof within a reasonable

- time,
- (iii) if the Project is abandoned, terminate the bid process, or
 - (iv) cooperate in revising the Project scope and quality as required to reduce the construction cost.

In the case of (iv), Consultant, without additional charge, shall modify the drawings and specifications as necessary to comply with the fixed GMP limit. The providing of such Service is the limit of Consultant's responsibility arising from the establishment of a fixed GMP limit and, having done so, Consultant will be entitled to compensation for all Services performed in accordance with this Contract, whether or not the Construction Phase is commenced.

D.2.04 CRIMINAL HISTORY CHECK. At Owner's request, Consultant shall run background checks and screen each Consultant employee before that employee will be allowed access to Owner premises or be authorized to perform any Services under the Contract. Consultant shall establish verification by requiring that the applicant, as a condition of employment, apply for and receive a Criminal Justice Information Systems (CJIS) criminal history background check from the Oregon State Police (OSP), Identification Services Section. Consultant's employee shall complete the security clearance background request, arrange finger printing and submit these completed items to Owner, for screening. Owner shall submit the CJIS documents to Salem OSP, Identification Services Section (ISS) and report the results back to the Consultant with a pass or fail.

D.2.05 Owner shall prepare and issue a contract addendum on a post-contract award basis, incorporating the final terms and conditions and scope of services of the Development Plan and Operations Manual which consultant will be involved with creating in a collaborative series of meetings and dialogue.

JEFFERSON COUNTY LIBRARY DISTRICT
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT E

JEFFERSON COUNTY LIBRARY DISTRICT Master Project Schedule

TBD

JEFFERSON COUNTY LIBRARY DISTRICT
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT F
PRICE PROPOSAL / RATE SCHEDULE

(See Following Pages)

JEFFERSON COUNTY LIBRARY DISTRICT
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EXHIBIT G
ASSUMPTIONS AND EXCLUSIONS

NOT USED

JEFFERSON COUNTY LIBRARY DISTRICT
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT H
GENERAL CONDITIONS OF THE CONTRACT

(NOT USED)

JEFFERSON COUNTY LIBRARY DISTRICT
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT I
SUPPLEMENTAL CONDITIONS

(NOT USED)