

COLUMBIA GORGE COMMUNITY COLLEGE  
400 E. SCENIC DRIVE  
THE DALLES, OR 97058

Request for Proposals (“RFP”)

**PROJECT/CONSTRUCTION MANAGEMENT SERVICES**  
**2025 Bond Expenditures**

RFP No. 2025-01

<b>Proposals Due:</b>	<b>Not later than 2 P.M. PST, March 12th, 2025</b> <b>Late proposals will not be accepted or considered.</b>
<b>Submit Proposals to:</b>	<b>All proposals to be accepted PDF file format via email at the following address:</b> Email : Daniel Saldivar <a href="mailto:dsaldivar@cgcc.edu">dsaldivar@cgcc.edu</a> Phone: (541) 980-8202
<b>Direct Questions to:</b>	<b>Questions/ Clarifications / Protest of Solicitation:</b> Email : Daniel Saldivar <a href="mailto:dsaldivar@cgcc.edu">dsaldivar@cgcc.edu</a> Phone: (541) 980-8202
<b>Direct Award Protests to:</b>	<b>Protest of Award:</b> Email : Daniel Saldivar <a href="mailto:dsaldivar@cgcc.edu">dsaldivar@cgcc.edu</a> Phone: (541) 980-8202

**Pre-Qualification:**

Required  Not Required

**Pre-Proposal Conference:**

No pre-proposal conference.

**RFP Schedule:**

Issuance of Request for Proposal	February 21 <sup>st</sup> , 2025
Deadline for Questions/ Clarifications/Protest of Solicitation Documents	February 28 <sup>th</sup> , 2025 @ 5p.m.
Addendum to RFP	March 5 <sup>th</sup> , 2025
Proposals Due	March 12 <sup>th</sup> , 2025 @ 2p.m.
Short list for Interviews (if required)	March 19 <sup>th</sup> , 2025
Interviews (if required)	March 27 <sup>th</sup> , 2025
Notice of intent to Award	March 31 <sup>st</sup> , 2025
Deadline for Filing Protest of Award	April 7 <sup>th</sup> , 2025 @ 5p.m.
Award/Contract Negotiation	3 wk
Anticipated Contract Start	April 21 <sup>st</sup> , 2025

**RFP Availability:**

This RFP is being issued through publications of general circulation, noticed on the College website (cgcc.edu)

**Proposal Opening:**

Proposals will be opened on the date proposals are due.

**Proposal Documents:**

**RFP for Project/Construction Management, 2025 Bond expenditures**

**Infographic: CGCC The Dalles campus 2025 Bond Projects**

**Infographic: CGCC Hood River campus 2025 Bond Projects**

**Attachment A: Form of Proposed Contract**

**Attachment B: Proposer Certifications and Representations**

**Attachment C: Certification Statement for Corporation or Independent Contractor**

**Attachment D: Insurance Requirements**

**Attachment E: Workers' Compensation Exemption Certificate**

**Attachment F: Affidavit of Non-Collusion**

**Attachment G: Byrd Anti-Lobbying Certification**

**Attachment H: References**

## 1. Introduction

Columbia Gorge Community College, established in 1977 by Wasco County voters, is a comprehensive, two-year public college with tax district comprising most of Wasco and Hood River counties, Oregon (the “College”). The College’s main campus is in The Dalles. Enrollment in 2023-24 was 897 full-time equivalent (FTE) students with an unduplicated headcount of just under 4,000 students.

Project funding is through a general obligation bond (Bond Measure 33-111) approved in the fall of 2024 by voters for 13.0M. In addition, the bond allows the College to match an additional 5.5 M in state funds made available through the Oregon State Legislature. Projects must be 85% completed no later than three years from the date of state bond sale anticipated in May 2025.

The College seeks project/construction management services for the bond projects. The College intends to award a single contract through this RFP. In responding to this RFP.

### 1.1 About the Project

- (a) The College seeks to retain a firm for project/construction management services for the execution of the 2025 bond work. In 2023, the College formed a facilities planning committee comprised of community and College volunteers that analyzed the condition of all the College’s facilities. The committee recommended a plan to improve, update, and construct educational and workforce training facilities. Bond/campus goals are as follows:
  - (i) **Enhancing student and staff safety;** cameras, automatic door-locking systems and seismic upgrades
  - (ii) **Updating aging building systems;** operational efficiency, energy efficiency, technology and accessibility improvements.
  - (iii) **Modernizing classrooms and labs;** educational technology, student support, workforce training.
- (b) Improvements can be categorized broadly into Asset Preservation/Deferred Maintenance and Building/Campus Improvements.

**1.2 Scope of Work** - Proposer will provide Project Management/Construction Management services for the completion of the works projects identified in the Bond Improvements.

- (a) Planning
  - (i) Work with the College; to refine the priorities between deferred maintenance needs and building and campus improvements consistent with the goals of the bond.

- (ii) Conceptual Budget deliverable: develop a conceptual budget for available bond funds to cover the direct construction costs with required/associated project soft costs. Building on work already done by the College to further refine the project list into categories:
    - (1) In the bond work scope
    - (2) Outside the bond scope
    - (3) Opportunity projects to be included or excluded dependent on resources.
    - (4) Conceptual budget approach due by the time the bond sale is completed in the late spring of 2025.
  - (iii) The College wishes to proceed with a best value approach to addressing all maintenance and improvements.
  - (iv) Strategic approach: Developed in conjunction with College Staff/Stakeholders to minimize disruptions to students and staff and provide best value for the available resources.
    - (1) Implementation needs to consider procurement, planning, design, stakeholder engagement, permitting, bidding and construction. Various scales of projects suggest a varied implementation approach to achieve the required work and best value.
    - (2) Project construction impacts, campus operation, planning and sequence of projects should minimize adverse impacts to students and staff.
  - (v) Conceptual Schedule deliverable: conceptual implementation plan for all projects with in bond budget. Identify major project milestones, critical targets and evaluation points to reassess schedule, budget and scope. Identification of last responsible moment for opportunity project decisions. Conceptual Schedule approach due by the time the bond sale is completed in the late spring of 2025. Bond fund expenditures are to be completed within 36 months of the bond sale.
- (b) Management
- (i) The awarded firm will be responsible for:
    - (1) Building out the team, develop a process to select the team to support the bond work and managing the process for the College to make those selections within the College procurement processes and rules.
    - (2) Contract negotiation and management, with the selected team consultants. This includes scope, fee, coordination with other disciplines and their contract scopes to complete the work. The process shall include legal review and comment by CGCC legal representative.

- (3) Management check-in, project(s) status, effort focus, coordination, next steps, with College staff.
  - (4) Develop a schedule for regular bond project status updates with College leadership. Identify key milestones/last responsible dates to coincide with status updates.
  - (5) Stakeholder engagement, on specific project elements where engagement with students, staff and other identified stakeholders identified by the College is warranted.
  - (6) The awarded person/firm will fulfill all required report requirements for the bond work.
- (ii) The College wishes to explore “more” sustainable approaches to all the work. While substantial gains may be elusive, every effort will include a proactive approach to simplify future efforts to move towards more sustainable operations and energy efficiency.

### **1.3 Project Timeline**

- (a) Project Management selection Q1 2025
- (b) Design team(s) selection Q2, 2025
- (c) Strategic Approach Q2, 2025
- (d) Bond Sale Q2, 2025
- (e) Design / Document / Construction / Implementation Q4, 2025 – Q2 2028
- (f) Capital funding expenditures completed within 36 months of the bond sale.

## **2. Qualification Format, Content, and Submission**

### **2.1 Format**

- (a) Includes a one-page cover letter.
- (b) Proposal addresses evaluation criteria in the order presented in Section 2.3.
- (c) Provide an hourly rate schedule for your proposed staff and support staff as required under Section 2.3 paragraph 4.
- (d) Includes Attachments B, C, D, E, F and G.
- (e) The proposal may not exceed 15 pages in length. Attachments B, C, D, E, F and G, are excluded from the page count. Pages over and above the maximum page count will not be considered.

Please do not include sales or promotional materials as part of the proposal.

## **2.2 Content**

Proposals must provide all information requested and required under this RFP. Proposals that do not provide all such information may be rejected as non-responsive.

### 2.3 Proposal Responses to Evaluation Criteria

<b>Written Evaluation Criteria – Proposal Phase 1</b>	
<p>Cover Letter: The cover letter should indicate your understanding of the project needs and services to be performed. Letter should be signed by key members of your team, and person authorized to contractually bind your company to a contract.</p>	
<p><b>1. Project team &amp; Qualifications:</b></p> <p>1.1 Provide a narrative of each team member, their role, and relevant experience as it relates to this Project.</p> <p>1.2 Provide an organizational chart of the full team.</p> <p>1.3 Describe your firm experience in management of state bond projects.</p>	<p><b>Maximum Points Available: 20</b></p>
<p><b>2. Project Management:</b> This section of the Proposal should provide the information necessary to determine if the Proposer’s approach will support the College and project needs.</p> <p>2.1 Describe the elements you see as critical to a successful execution of the Bond Project.</p> <p>2.2 Describe your approach to organizing the various projects and implementation to achieve.</p> <p style="padding-left: 20px;">(a) Balanced priorities and best value for the College in implementation of maintenance and improvement projects.</p> <p style="padding-left: 20px;">(b) Schedule, of work that balances work load, procurement and implementation to minimize disruption to campus(s), staff and students.</p> <p style="padding-left: 20px;">(c) Stakeholder engagement to identify and address the base problem to support the bond goals, students and staff.</p> <p>2.3 Describe your approach to management of project schedules with various timelines, processes and requirements and tracking progress of each to a completion date.</p> <p>2.4 Describe your key management strategies for renovations, ageing existing facilities, existing conditions, ageing utilities,</p>	<p><b>Maximum Points Available: 25</b></p>

<p>hazardous materials, structural upgrades triggers, accessible access, and other variables.</p>	
<p>3. <b>Budget Management:</b> Please define strategies for managing design costs, construction costs, and future facility maintenance and operational costs.</p> <p>3.1 This effort could include several disparate projects that require further definition and more detailed budgeting to address the scope.</p> <p>(a) Describe the challenges this presents and how you would manage this to limit the risk to the College.</p> <p>(b) Describe the opportunities that multiple projects present and how these can be taken advantage of.</p> <p>(c) Describe how your approach to the budget will vary with the number of projects in existing buildings, existing conditions and existing site conditions.</p> <p>(d) How will can you use the existing facilities evaluations to identify opportunities to solve programmatic challenges. How do you evaluate and communicate to the owner the value proposition presented by alternative solutions?</p> <p>3.2 The first phase of the project is about planning a full implementation approach that is consistent with the College priorities, budget and schedule. Describe your approach to balancing all three and demonstrating, prioritization, best value and tracking ahead/behind schedule.</p> <p>3.3 Time works against budgets and adds uncertainty, if the project becomes over budget during the design process, how will you resolve this issue?</p>	<p><b>Maximum Points Available: 25</b></p>
<p>4. <b>Labor Rates:</b> Provide a schedule of hourly rates for proposed staff and office staff support.</p>	<p><b>Maximum Points Available: 10</b></p>
<p>5. <b>Equity and local resources:</b> Describe your integration of MW/ESB and local consultants into the Bond Work.</p>	<p><b>Maximum Points Available: 20</b></p>



<p>5.1 The bond work will have requirements for MW/ESB participation. Describe our approach to identification of opportunities to meeting these requirements and supporting the College(s) equity goals.</p> <p>5.2 Describe key areas where local company participation provides value to the College and achievements for the final project.</p>	
<p>6. <b>References:</b> Include a list of at least three clients and their contact information for services provided that involved the key personnel to be assigned to this project, within the last five years. Provide reference information in Attachment H.</p>	<p><b>Points not awarded for this Category</b></p>
	<p><b>Total Points Available: 100</b></p>

## 2.4 Proposal Submission

All submissions will be received via email per the cover sheet of this RFP.

Proposals are due no later than the due date and time as set forth, on page 1 of this RFP.

It is the Proposer's sole responsibility to ensure that its proposal is emailed and received, prior to the due date and time. The College will reject all late proposals. Delays in email delivery, including but not limited to delays within College's internal email systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct address prior to the due date and time.

Proposals should include the RFP number and Title in the subject line.

## 2.5 Confidential Information

The College is subject to the Oregon Public Records Law (ORS 192.311 to 192.478), which requires the College to disclose all records generated or received in the transaction of College business, except as expressly exempted under the Oregon Public Records Law, or other applicable law.

Pursuant to ORS 279C.107, the College need not open proposals for public inspection until after execution of the contract(s) awarded under this section. Thereafter, the College will not disclose records submitted by a Proposer that are

exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations:

The Proposer must mark all proposal pages containing the records it has determined as confidential under Oregon Public Records Law and must segregate those pages in the following manner:

- (a) Such pages must be clearly marked "Confidential" on each page of the confidential document.
- (b) The proposer must separate confidential pages from its other proposal pages by providing the confidential pages to the College in a separate envelope or package.
- (c) In its proposal, Proposer must cite the specific statutory exemption in Oregon Records Law exempting such pages from disclosure.
- (d) Subsections (a) and (b) above will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.
- (e) Proposers may not mark an entire proposal confidential. Should a proposal be submitted in this manner, the College will hold no portion of the proposal as confidential, unless such a portion is segregated as required under subsection (b) above and is determined exempt from Oregon Public Records Law.

Notwithstanding the above procedures, the College reserves the right to disclose information that the College determines, in its sole discretion, is not exempt from disclosure or that the College is directed to disclose by the Wasco County District Attorney or a court of competent jurisdiction.

Prior to disclosing such information, the College will make reasonable attempts to notify the Proposer of the pending disclosure.

### **3. RFP Clarifications and Protests; Addenda**

#### **3.1 Informal Questions or Requests for Clarification**

Any Proposer requiring clarification of the information provided in this RFP may submit specific questions or comments in writing to the Procurement Contact shown on page 1 of this RFP. Email is the preferred form of written communication.

The deadline for submitting such questions is set forth in the RFP schedule.

### **3.2 Request for Clarification or Protest of Solicitation or Contract Documents**

Any Proposer wishing to protest this RFP or request clarification of any provision, specification, or contract term contained in the solicitation documents, must submit such questions, comments, or protests to the Procurement Contact shown on page 1 of this RFP.

The deadline for submitting such protests is set forth in the RFP Schedule.

### **3.3 Content of Solicitation Protest/Request for Clarification**

The prospective Proposer's written request for clarification or protest of the RFP must include all the following and otherwise comply with OAR 137-048-0240(1):

- (a) Sufficient information to identify the solicitation that is the subject of the protest or request.
- (b) The reasons for the protest or request, include any grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, or is legally flawed;
- (c) Evidence or supporting documentation that supports the grounds on which the protest is based; and
- (d) A statement of the desired changes to the procurement process or the solicitation document that the prospective Proposer believes will remedy the conditions upon which the prospective Proposer based its protest or request.

### **3.4 Addenda**

If the College determines that a change or clarification to the solicitation documents is necessary, such information, clarification, or interpretation will be supplied in writing and noticed by, posting to the College website, and, as a courtesy, distribution via email to all known Proposers. Proposers are responsible for viewing the College website to check for addenda.

Addenda will have the same binding effect as though contained in this RFP. The Owner representative will issue all addenda not less than five days prior to the submission deadline.

Statements made by the College's representatives are not binding on the College unless confirmed by a written addendum.

### **3.5 Extension of Closing**

The College may extend the proposal due date and time set forth in the RFP Schedule if it determines an extension is necessary to consider and respond to a properly filed protest under this Section.

## **4. Proposal Evaluation and Award**

### **4.1 Clarification of Responses**

If one or more proposals need clarification, the College may request such clarification in writing and may afford the Proposer(s) contacted an opportunity to respond in kind, with the necessary clarification.

### **4.2 Site Visits/Informational Activities**

At any point before or after the opening of proposals, the College may conduct site visits, demonstrations, informational and group activities with Proposers for the purpose of clarification to ensure full understanding of, and responsiveness to, the solicitation documents or to consider and respond to requests for modifications to the proposal requirements. The College will use procedures designed to accord Proposers fair and equal treatment with respect to any opportunity for discussion and revisions of proposals.

### **4.3 Proposal Evaluation**

The evaluation process of this RFP will be comprised of

- A written proposal.
- Interviews (should the College determine these are warranted).

An Evaluation Committee, consisting of not fewer than three individuals, will evaluate the proposals. Each evaluator will independently evaluate and score proposals in accordance with the Evaluation Criteria. The College may assign certain evaluators specific evaluation criteria, in alignment with the evaluator's expertise.

#### **(a) Written Proposal Evaluation**

- (i) Each evaluator will independently score proposals in accordance with the Evaluation Criteria.
- (ii) The College will average the written proposal scores per category and then sum the category averages for a total written evaluation score for each proposal.

(b) **Invitation for Interview**

- (i) After scoring the written proposals under Section 4.3(a) of this RFP, the Evaluation Committee may conduct interviews with one or more of the top-ranked proposers if the Evaluation Committee determines that interviews are warranted or desirable in its sole discretion.
- (ii) The number of proposers selected for interviews is at the sole discretion of the Evaluation Committee.
- (i) Proposers selected for interviews will be notified by the Evaluation Committee at least 3 business days in advance of the interview date.

(c) **Interview Evaluation**

- (i) Each evaluator will re-score the proposals submitted by the top-ranked proposers invited for interviews, in accordance with the Evaluation Criteria, on the basis of each top-ranked proposer's interview.
- (ii) The College will average the proposal scores per category and then will sum the category averages for a total proposal evaluation score for each proposal to determine the highest-ranked eligible Proposer.

(d) **References**

The College reserves the right to investigate references, including customers other than those listed in a Proposer's submission. This inquiry may include without limitation investigation of past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and its lawful payment of employees and subcontractors.

**4.4 Notification of Intent to Award**

The College will notify Proposers of its Intent to Award through email notice to all direct recipients of the informal procurement, through posting on the college website (cgcc.edu).

**4.5 Negotiation**

- (a) After the College has issued the Notice of Intent to Award, the College will commence serial negotiations with the highest-ranked eligible Proposer.

- (b) At any time during negotiations, the College may terminate negotiations with the highest-ranked Proposer, or the eligible Proposer with whom it is currently negotiating if the College believes that:
  - (i) The eligible Proposer is not negotiating in good faith; or
  - (ii) Further negotiations or negotiations with the eligible Proposer will not result in the parties agreeing to the terms and conditions of a final Contract in a timely manner.
- (c) If the College terminates negotiations with an eligible Proposer, the College may then commence negotiations with the next highest-ranked eligible Proposer.
- (d) The College reserves the right to negotiate final contract terms with the selected Proposer(s) in the best interest of the College and to the fullest extent allowed by law, including a maximum compensation level that the College alone determines is fair and reasonable.

#### **4.6 Award of Contract**

If the College awards a contract pursuant to this RFP it will award a contract to the responsible Proposer whose proposal the College determines is the most advantageous to the College based upon the evaluation process and criteria described in this RFP, applicable preferences, and the outcome of any negotiations authorized by this RFP.

### **5. Solicitation Terms and Conditions; Protest of Award**

#### **5.1 College Right to Cancel Solicitation**

The College reserves the right to cancel this RFP at any time or to reject any and all proposals, if the College determines that doing so is in the public interest.

#### **5.2 Proposer Cost of Response Preparation**

Proposers will bear sole responsibility for all costs incurred in preparing and providing their proposals in response to this RFP. The College is not liable to any Proposer for any loss or expense caused by or resulting from the cancellation of a solicitation or rejection of a proposal.

#### **5.3 Submitted Materials are College Property**

All material submitted for any portion of a proposal in response to this RFP, or during any phase of this solicitation, will become the property of the College and will not be returned to Proposers.

#### **5.4 Additional College Reservations**

The College reserves the right to reject all proposals, to reject any proposal not in compliance with all prescribed procedures and requirements, to waive any or all irregularities in proposals submitted, and to award any or all items or services contained in a proposal.

#### **5.5 Proposal Validity**

Proposals will remain valid for a period of 75 days following the proposal submission deadline.

#### **5.6 Sufficient Information.**

All Proposers represent and warrant that by responding to this RFP, they have been sufficiently informed in all matters relating to the performance of services solicited under this RFP and its attachments. Prior to submitting a proposal, all Proposers will make a careful examination of this RFP and its provisions, including but not limited to all terms and conditions and specifications. Failure to take these precautions will not release a proposer from performing the services solicited under this RFP in strict accordance with the terms of any contract awarded because of this RFP.

#### **5.7 Protests**

##### **(a) Protest of Contract Award**

A Proposer may protest the Intent to Award a contract in accordance with OAR 137-048-0240, provided:

- (i) The Proposer is adversely affected because the Proposer would be eligible to be awarded the contract in the event that the protest is successful; and
- (ii) The reason for the protest is:
  - (1) All higher-ranked proposals (or, in the event multiple contracts are awarded, a sufficient number of proposals) are non-responsive or failed to meet the requirements of this RFP, or all higher-ranked proposers (or, in the event multiple contracts are awarded, a sufficient number of proposers) are not qualified to perform the services required under this RFP.
  - (2) The College has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials;

- (3) The College has abused its discretion in rejecting the protestor's proposal as non-responsive or;
  - (4) The College's evaluation of proposals or the College's subsequent determination of Award is otherwise in violation of the College's Public Contracting Rules or the Public Contracting Code.
  - (5) All protests of the Award must be in writing and physically received by the Procurement Contact shown on page 1 of this RFP no later than 5 p.m. PDT on the deadline for submitting such protests set forth in the RFP Schedule.
  - (6) Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.
  - (7) Protests not filed within the time specified in the RFP Schedule above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based will be dismissed. An issue that could have been raised by request for clarification or protest of the solicitation is not a ground for protest of award.
- (b) The College will resolve all protests in accordance with OAR 137-048-0240(3).

## **6. Contract Terms and Conditions**

### **6.1 Contract Award and Term**

The College intends to award a single contract as a result of this RFP.

### **6.2 College Contract**

Proposers are advised to thoroughly review and familiarize themselves with the College sample standard contract incorporated as Attachment A.

The successful Proposer will be invited to enter into a contract in substantially the form attached hereto as Attachment A.

### **6.3 Insurance**

Proposers are advised to carefully review the insurance requirements contained in Attachment E. Proposer will promptly provide Certificates of Insurance at the College's request.



**ATTACHMENT A**  
**SAMPLE CONTRACT**

AIA C171 - 2013 Standard Form of Agreement between Owner and Program Manager

 **AIA<sup>®</sup> Document C171<sup>™</sup> – 2013**

**Standard Form of Agreement Between Owner and Program Manager** for use in a Multiple Project Program

**AGREEMENT** made as of the    day of    in the year  
*(In words, indicate day, month and year.)*

**BETWEEN** the Program Manager's client identified as the Owner:  
*(Name, legal status, address and other information)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Contract Documents.

and the Program Manager:  
*(Name, legal status, address and other information)*

for the following Program:  
*(Name, location, and detailed description of the group of buildings and/or site improvement projects included in the Program)*

The Owner and Program Manager agree as follows.

Sample

## TABLE OF ARTICLES

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**ARTICLE 1 PROGRAM INFORMATION AND INITIAL INFORMATION**

**§ 1.1** This Agreement is based on the Program Information and Initial Information set forth in Sections 1.2 and 1.3.

**§ 1.2 Program Information**

*(Insert the requested Program Information below. For information that is not provided, insert a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

**§ 1.2.1** Preliminary description of the projects comprising the Program:

*(Identify proposed use, size, or other known information for each project in the Program.)*

**§ 1.2.2** Location of each project in the Program:

**§ 1.2.3** Preliminary assessment of the condition of existing facilities or sites, if any:

*(Identify or describe written reports of the conditions of existing facilities or sites.)*

**§ 1.2.4** Funding source:

*(Identify anticipated funding sources, and deadlines or schedules related to funding, as well as whether funding is authorized.)*

**§ 1.2.5** The Owner's budget for the Program, including the budgets for each project in the Program:

*(Provide the Owner's total budget for the Program and, if known, a line-item breakdown of all costs described in Section 3.4.1.)*

**§ 1.2.6** The Owner's intended procurement or delivery methods for design and construction of the projects in the Program.

*(Identify method such as competitive bid, negotiated contract, multiple prime contracts or construction management.)*

**§ 1.2.7** Anticipated scheduling information:

*(Include overall Program duration and milestones. If known, include proposed dates for commencement and completion of design, commencement and completion of construction, occupancy, and any other critical scheduling information for each project in the Program.)*

**.1** Anticipated dates of Program commencement and completion:

**.1** Commencement of design, if other than the date of this Agreement:

**.2** Completion of design:

**.3** Commencement of construction

**.4** Completion of construction

**.2** Other Program scheduling information:

**§ 1.2.8** Other information regarding the Program:

*(Identify any other available studies or reports, as well as special characteristics or needs of the Program, such as environmentally responsible design or historic preservation requirements, not provided elsewhere.)*

### **§ 1.3 Initial Information**

*(Insert the requested Initial Information below. For information that is not to be provided, insert a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

**§ 1.3.1** The Owner will retain the following consultants and contractors:

*(List name, discipline, address and other information. If the Owner will retain a consultant or contractor for some, but not all, projects in the program, indicate the project(s) for which the consultant or contractor is retained.)*

**§ 1.3.2** The Program Manager will retain the consultants identified in Sections 1.3.2.1 and 1.3.2.2:

**§ 1.3.2.1** Consultants retained under Basic Services:

*(List name, discipline, address and other information. If the Program Manager will retain a consultant for some, but not all, projects in the program, indicate the project(s) for which the consultant or contractor is retained.)*

**§ 1.3.2.2** Consultants retained under Additional Services:

*(List name, discipline, address and other information. If the Program Manager will retain a consultant for some, but not all, projects in the program, indicate the project(s) for which the consultant or contractor is retained.)*

**§ 1.3.3** The Owner identifies the following representative in accordance with Section 5.4:

*(List name, address and other information.)*

**§ 1.3.4** The persons or entities, in addition to the Owner's representative, who are required to review and approve the Program Manager's submittals to the Owner are as follows:

*(List name, address and other information.)*

**§ 1.3.5** The Program Manager identifies the following representative in accordance with Section 2.4:

*(List name, address and other information.)*

**§ 1.3.6** Other Initial Information on which the Agreement is based:

**§ 1.4** The Owner and Program Manager may rely on the Program Information and Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Program Manager shall appropriately adjust the schedules, the Program Manager's services and the Program Manager's compensation.

**ARTICLE 2 PROGRAM MANAGER'S RESPONSIBILITIES**

**§ 2.1** The Program Manager shall provide the services as set forth in this Agreement.

**§ 2.2** The Program Manager shall perform its services consistent with the skill and care ordinarily provided by program managers practicing in the same or similar locality under the same or similar circumstances. The Program Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Program.

**§ 2.3** The Program Manager, as soon as practicable after execution of the Agreement, shall confirm in writing to the Owner the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Program Manager's proposed key staff members, the Owner may reply to the Program Manager in writing stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection. The Program Manager shall not staff any employees on the Program to whom the Owner has made reasonable and timely objection. The Program Manager shall not change its key staff members without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 2.4 The Program Manager shall identify a representative authorized to act on behalf of the Program Manager with respect to the Program.

§ 2.5 Except with the Owner's knowledge and consent, the Program Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Program Manager's judgment with respect to the Program.

§ 2.6 The Program Manager shall provide its services in cooperation with the services provided by the Owner and the Owner's consultants and contractors and shall coordinate its services with those services provided by the Owner and the Owner's consultants and contractors. The Program Manager shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants and contractors. The Program Manager shall provide prompt written notice to the Owner if the Program Manager becomes aware of any error, omission or inconsistency in such services or information.

§ 2.7 The Program Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Program Manager normally maintains, the Owner shall reimburse the Program Manager for any additional cost as set forth in Section 10.6.3.

§ 2.7.1 Comprehensive General Liability with policy limits of not less than (\$) for each occurrence and in the aggregate for bodily injury and property damage. The Owner shall be named as an additional insured on the Program Manager's Comprehensive General Liability policy.

§ 2.7.2 Automobile Liability covering owned and rented vehicles operated by the Program Manager with policy limits of not less than (\$) combined single limit and aggregate for bodily injury and property damage. The Owner shall be named as an additional insured on the Program Manager's Automobile Liability policy.

§ 2.7.3 The Program Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. The Owner shall be named as an additional insured on the Program Manager's umbrella or excess insurance policy.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than (\$).

§ 2.7.5 Professional Liability covering the Program Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than (\$) per claim and in the aggregate.

§ 2.7.6 The Program Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, and umbrella or excess policies.

### ARTICLE 3 SCOPE OF PROGRAM MANAGER'S BASIC SERVICES

#### § 3.1 General

§ 3.1.1 The Program Manager's Basic Services consist of those described in this Article 3. The Program Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Program Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs employed in connection with the construction of the projects in the Program, nor shall the Program Manager be responsible for the failure of the Owner's consultants or contractors to perform services for, or the construction of, a project in accordance with the plans, specification or other contract or legal requirements. The Program Manager shall be responsible for the Program Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Owner's consultants or contractors.

§ 3.1.2 The Program Manager shall periodically review the development of the design for each project in the Program and provide recommendations for systems, materials, equipment and techniques that are utilized to achieve the Design Standards established pursuant to Section 3.3.4. The Program Manager shall provide advice on construction feasibility, availability of materials and labor, and procurement and time requirements for installation and construction.

§ 3.1.3 The Program Manager shall determine the need for retaining consultants to provide professional and other services for each project in the Program, and assist the Owner in reviewing qualifications and selecting any such consultants.

§ 3.1.4 The Program Manager shall assist the Owner in selecting the services of independent testing laboratories, review their reports and make recommendations to the Owner.

§ 3.1.5 The Program Manager shall assist the Owner in reviewing the qualifications of, and in selecting and retaining contractors for each project in the Program.

§ 3.1.6 The Program Manager shall assist the Owner in establishing building information modeling and digital data protocols for the projects in the Program as appropriate.

### § 3.2 Program Management Plan

§ 3.2.1 In order to ascertain the requirements of the Program, the Program Manager shall review and discuss with the Owner the Program Information and Initial Information, along with any other information listed below to be furnished by the Owner. The Program Manager and the Owner shall discuss the feasibility of incorporating sustainable objectives in the Program.

*(List other information to be furnished by the Owner.)*

§ 3.2.2 The Program Manager shall develop and document a Program Management Plan reflecting the scope and related requirements of the Program and submit the Program Management Plan to the Owner for approval. The Program Management Plan shall include a description of, and requirements pertaining to, the following:

- .1 Program management approach and organization, including executive, management and team staffing plan and responsibilities;
- .2 Program planning and development activities, including strategic planning, prioritizing, and defining scope, schedule and budget of the projects in the Program;
- .3 Program management controls, including scope, budget/cost, schedule, and quality management plan;
- .4 Procurement strategies and procedures, including strategy for procurement of design services and construction; procedures for pre-purchase of material, systems, and equipment; evaluating and approving substitutions; and affirmative action or diversity plan;
- .5 Authorization processes and procedures, including administrative approval processes and responsibilities, and key documentation for: professional services and preconstruction services; processes and procedures for project construction procurement, such as award, contracting, notice to proceed, change orders, payment certification; and project closeout;
- .6 Program communication procedures, including systems, meetings, reporting, investigation, and records;
- .7 Development of design process guidelines, including assessment, prioritization, project scope definition, design development, coordination, and permit process;
- .8 Development of construction process guidelines, including preconstruction and construction administration services, construction phase processes and procedures, program coordination, change order management, commissioning, and project closeout procedures; and
- .9 Project acceptance and turnover guidelines relating to contract completion and closeout management, including record documentation, manuals and warranties.

§ 3.2.3 The Program Manager shall obtain the Owner's approval of the Program Management Plan, and any subsequent revisions to the Program Management Plan. The Program Manager shall meet with the Owner to discuss the Program Management Plan and any necessary revisions every six months, or at intervals set forth below:

*(Insert the milestones or intervals for Program Management Plan updates, if other than every six months.)*

### § 3.3 Information Management and Standards

§ 3.3.1 **Program Management Information System.** The Program Manager shall implement and, for the duration of the Program, maintain and upgrade as necessary a web-based Program Management Information System to be used to receive, distribute, and maintain Program Reports, Program Schedules, and other information, reports and documentation as agreed by the Owner and the Program Manager. Activities under the Program will be scheduled and documented through the Program Management Information System. The Program Management Information System

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shall organize information by project, activity, or relevant categories, as determined by the Program Manager and Owner. The Program Manager shall collect information pertaining to the Program, and update the Program Management Information System on a weekly basis unless otherwise agreed. The Program Management Information System shall contain, at a minimum, current status on contracts, budget, schedule and quality on a Program and project basis.

**§ 3.3.2** The Owner shall have access to all information in the Program Management Information System. Other Program and project participants shall have access to specific information only as approved by the Owner. Upon the completion of each project in the Program, the Program Manager shall preserve the documentation and information contained in the Program Management Information System and provide a copy to the Owner.

**§ 3.3.3** The Program Manager shall develop protocols and standards for the exchange and use of information in digital form to be integrated into the Program Management Information System. The Program Manager shall provide information to the Owner and the Owner's consultants and contractors, as required for the duration of the Program, regarding the use of the Program Management Information System.

**§ 3.3.4 Design Standards.** The Program Manager shall assist the Owner, and Owner's Design Manager, if any, in developing and periodically updating Design Standards for the Owner's approval. The Design Standards shall provide a functional, aesthetic, and quality framework for the projects in the Program and shall include the following: planning criteria (including area, volume, equipment, finish, technical services and other relevant functional requirements for typical spaces); specifications and performance requirements (including sustainable design criteria) for materials, systems, components and assemblies organized by classification system as agreed upon with the Owner; drawing, building information modeling, and documentation standards (including requirements for interim and final contract document deliverables); typical design details of selected conditions; and, procurement, contracting and general requirements. The Design Standards shall incorporate any existing Owner design standards.

**§ 3.3.5** Prior to the start of the design of each project, the Program Manager shall make the Owner-approved Design Standards available to the Owner's design consultants through the Program Management Information System.

**§ 3.3.6 Program Report.** On a monthly basis, or as set forth below, the Program Manager shall prepare a Program Report. The Program Report shall include a summary update of Program and project status, an updated Program Schedule, actual and anticipated costs related to the Program, cost and payment reports for each consultant and construction contract, cash flow projections, proposed and approved change orders, and any claims pertaining to the Program Manager, Owner, and the Owner's other consultants and contractors.

*(If the Program Report is required at intervals other than monthly, set forth such intervals below.)*

### **§ 3.4 Program Budget Control**

**§ 3.4.1** If the Owner has not established a Program Budget, the Program Manager and the Owner shall collaborate to prepare a preliminary Program Budget, which shall include the costs for the Program Manager's services, the costs of the services of the Owner's other consultants, the costs for design and construction of each project in the Program, and additional details necessary for the Owner to prepare a complete Program Budget. The Owner shall review and approve in writing the preliminary Program Budget. The Program Manager shall provide monthly reports on the Program Budget, or at intervals otherwise agreed to by the Owner and Program Manager below. The Program Manager shall organize the Program Budget in a manner that will allow costs to be tracked using the Program Management Information System.

*(If the Program Manager is required to provide Program Budget reports at intervals other than monthly, set forth such intervals below.)*

**§ 3.4.2** The Program Manager shall develop and implement a system of budget and cost controls to assist the Owner in the management of Program and project costs. The Program Manager shall prepare cash flow projections of costs for the Program.

**§ 3.4.3** The Program Manager shall review estimates prepared by the Owner's consultants and contractors and produce a report identifying variances from the Program Budget along with recommendations for resolving such variances.



§ 3.4.4 The Program Manager shall share information regarding the Program Budget with the Owner's consultants as authorized by the Owner.

§ 3.4.5 The Program Manager shall assist in identifying Program-wide procurement and cost saving opportunities.

§ 3.4.6 The Program Manager shall report the cost impact on the Program Budget of proposed contracts, change orders, and proposed contract amendments from the Owner and the Owner's consultants and contractors.

### § 3.5 Program Schedule Control

§ 3.5.1 The Program Manager shall prepare a Program Schedule showing priorities, sequences, durations, and responsible parties for major design, pricing, construction and Owner activities; establishing the overall duration of the Program; and identifying critical milestone dates. The Program Manager shall update and expand the level of detail and status of the Program Schedule as the Program progresses. The Program Schedule shall also incorporate or identify

- .1 dates for approvals and permits;
- .2 project specific milestones and design and construction schedules, including dates of commencement and completion;
- .3 components that need to be ordered or procured for the overall Program by the Owner, if any; and
- .4 the Owner's occupancy requirements and any portions of the Program having occupancy priority.

§ 3.5.2 The Program Manager shall provide recommendations for project sequencing and phasing to meet overall Program objectives.

§ 3.5.3 The Program Manager shall provide recommendations on the milestone dates and durations in the design and construction schedules as they are developed for the projects in the Program.

§ 3.5.4 The Program Manager shall monitor and report on the progress of the Program and indicate to the Owner observed deviations from the Program Schedule or key milestones of the individual project schedules that may impact substantial completion or final completion. The Program Manager shall include the reports in the Program Management Information System. The Program Manager shall consult with the Owner and the Owner's consultants and contractors to develop recovery plans when the schedules or objectives are not being met.

### § 3.6 Program Quality Control

§ 3.6.1 The Program Manager shall establish, and distribute through the Program Management Information System, quality control guidelines that define the obligations of the Program Manager, Owner, and the Owner's consultants and contractors.

§ 3.6.2 The Program Manager shall periodically review the development of the design for each project in the Program for conformance with the Program requirements and Design Standards. The Program Manager shall provide a list of observed deviations from the Design Standards and discuss resolution of the observed deviations with the Owner and, as appropriate, the Owner's consultants and contractors.

§ 3.6.3 The Program Manager shall confirm that each contractor has prepared a safety program and project specific quality control plan.

§ 3.6.4 The Program Manager shall advise the Owner of observations it makes regarding deficiencies in the performance of the Owner's consultants and contractors.

### § 3.7 Other Services

§ 3.7.1 Subject to Sections 4.1.1 and 4.3.1.3, upon the Owner's written request, the Program Manager shall provide reasonable assistance in the areas of community and public relations, in order to enhance and maintain public awareness in furtherance of the interests of the Program and the Owner.

§ 3.7.2 The Program Manager shall schedule and conduct meetings with the necessary Program participants to coordinate the progress of the Program. The Program Manager shall also prepare minutes of such meetings and include them, as appropriate, in the Program Management Information System.

§ 3.7.3 The Program Manager shall develop a strategy, procedure, and schedule to assist the Owner in obtaining the required reviews and approvals of authorities having jurisdiction over each project in the Program.

§ 3.7.4 The Program Manager shall assist the Owner in developing and implementing protocols for the review and processing of changes or proposed changes in the scope of design or construction for projects in the Program, and the corresponding contracts for design and construction.

§ 3.7.5 The Program Manager shall assist the Owner in developing and implementing protocols for the review and processing of applications for payment for the Program and the projects in the Program.

§ 3.7.6 The Program Manager shall assist the Owner in selecting the dispute resolution procedures to be included in the various agreements between the Owner or the Program Manager and consultants and contractors for disputes arising out of the Program.

§ 3.7.7 Upon the written request of the Owner, the Program Manager shall evaluate and provide input to the Owner on claims arising out of the Program.

§ 3.7.8 The Program Manager shall assist the Owner in establishing a procedure for tracking and submission of records, warranties, guarantees, and documents pertaining to systems verification and project close-out, for projects in the Program.

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Program. The Program Manager shall provide the listed Additional Services only if specifically designated in the table below as the Program Manager's responsibility, and the Owner shall compensate the Program Manager as provided in Section 10.3. (Designate the Additional Services the Program Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit. AIA Contract Document numbers are cited, where applicable, to provide a basis for the proposed scope of services, but may need to be revised to be applicable in the Program Management context.)

Services	Responsibility (Program Manager, Owner or not provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Community communications not included in Section 3.7.1		
§ 4.1.2 Capital campaign support		
§ 4.1.3 Project Specific Construction Management (C132™-2009)		
§ 4.1.4 Assistance with sustainability certifications		
§ 4.1.5 Affirmative action/diversity compliance and outreach		
§ 4.1.6 Design Management Services (B171™-2013)		
§ 4.1.7 Existing facilities analysis		
§ 4.1.8 Site Selection Analysis (B203™-2007)		
§ 4.1.9 Economic analysis		
§ 4.1.10 Project Programming (B202™-2009)		
§ 4.1.11 Master planning		
§ 4.1.12 Early procurement of materials and equipment		
§ 4.1.13 FF&E procurement coordination		
§ 4.1.14 Detailed cost estimating		
§ 4.1.15 Life cycle analysis		
§ 4.1.16 Move management		
§ 4.1.17 Coordination of hazardous material testing or abatement		
§ 4.1.18 Other project specific services:		
§ 4.1.19 Other Program specific services:		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Program Manager's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Program Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Program Manager to compensation pursuant to Section 10.4.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Program Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Program Manager shall not proceed to provide the following services until the Program Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Program Information or Initial Information; a change to previous instructions or approvals given by the Owner; or a material change in the Program or projects in the Program including, but not limited to, size, quality, complexity, the Owner's Program Schedule or Program Budget, or procurement or delivery methods in addition to those listed in Section 1.2.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation for, and attendance at, public presentations, meetings or hearings in excess of ( ) total hours;
- .4 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Program Manager is party thereto;
- .5 Services required to assist in the repair or replacement of any elements of construction on projects in the Program, for any cause except the negligence of the Program Manager; or
- .6 Services required by deficiencies in the performance or default of Owner's consultants or contractors.

§ 4.3.2 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Program Manager, an extension of the Program Manager's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide and update information regarding requirements for, and limitations on, the Program in a timely manner, including the information in Article 1; other objectives, schedule constraints and criteria, and site requirements; and any other information either described in Article 5 or required for the Program Manager to perform its services.

§ 5.2 The Owner shall collaborate with the Program Manager to establish and periodically update the Program Budget including (1) the Program Manager's costs, (2) design and constructions costs, (3) the Owner's other costs, and (4) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Program Budget, the Owner shall promptly notify the Program Manager, and in consultation with Program Manager and the Owner's other consultants and contractors, agree to corresponding changes in project scopes, features or quality.

§ 5.3 The Owner shall retain all contractors and consultants necessary to carry out the Program except for those consultants retained by the Program Manager as listed in Section 1.3.2. The Owner shall provide the Program Manager with a copy of all executed agreements between the Owner and its consultants and contractors, and any modifications to those agreements. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided, and require that its contractors maintain commercial general liability insurance and other liability insurance as appropriate to the services or work provided. The Owner shall require all contractors to name the Program Manager and its consultants as Additional Insureds on all insurance policies where available.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Program. The Owner shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Program Manager's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the sites included within the Program, and written legal descriptions of those sites. The surveys and legal information shall

include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to an appropriate benchmark at each project location.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Program, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance, financing, and accounting services, including auditing services, that may be reasonably necessary at any time for the Program to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide, and shall require that its consultants and contractors provide, prompt written notice to the Program Manager if they become aware of any fault or defect in the Program, including errors, omissions or inconsistencies in any documents produced by, or services provided by, the Program Manager.

§ 5.10 In the agreements between the Owner and the Owner's consultants or contractors, the Owner shall include a duty that the consultant or contractor cooperate with the Program Manager and provide information and documents reasonably necessary for the Program Manager to prepare and update the Program Management Plan or as otherwise required for the Program Manager to perform its services.

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Program Manager's consultants through the Program Manager about matters arising out of or relating to the Program. The Owner shall communicate with its own forces, consultants, and contractors, and coordinate its own internal information and communications that are necessary for the Program. The Owner shall notify the Program Manager of any such communication that affects the Program. The Owner shall promptly notify the Program Manager of any direct communications that may affect the Program Manager's services.

§ 5.12 The Owner shall provide the Program Manager access to the project sites and other facilities under the Owner's control and associated with the Program. The Owner shall obligate its contractors to provide the Program Manager access to the project sites wherever work is in preparation or progress.

§ 5.13 For each project in the Program, the Owner shall purchase and maintain or require its contractors to purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire project at the site on a replacement cost basis without optional deductibles. These policies shall cover reasonable compensation for Program Manager's services and expenses required as a result of such insured loss.

## ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Program Manager assigns to the Owner its rights, including copyright, in its Instruments of Service. The Program Manager shall obtain a similar assignment to the Owner from the Program Manager's consultants consistent with this Agreement. For purposes of this Agreement, Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Program Manager, the Owner, and their consultants and contractors under their respective services agreements. Instruments of Service may include, without limitation studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 6.2 The Program Manager and Owner warrant that in transmitting any information, including Instruments of Service, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the project.

**§ 6.3** The Owner shall have exclusive ownership of all data in the Program Management Information System and the Program Management Plan developed or contributed by the Program Manager or the Program Manager's consultants and contractors. Ownership of the data in the Program Management Information System and the Program Management Plan does not include ownership of any proprietary software developed and owned by the Program Manager and used in connection with the collection, manipulation, or publication of the data in the Program Management Information System and the Program Management Plan. Unless the Owner pays the licensing fee described in Section 10.7, the Owner's right to use any such proprietary software shall terminate at the time of termination of this Agreement. The Program Manager shall take all steps reasonably necessary to allow the Owner to exercise the Owner's rights to own and utilize the data in the Program Management Information System and the Project Management Plan after termination of the Owner's rights to use any proprietary software. The Program Manager shall include provisions consistent with the provisions in this Section 6.3 in the Program Manager's agreements with the Program Manager's consultants. If the Program Manager rightfully terminates this Agreement for cause as provided in Section 8.4, the Program Manager's obligations under, and the Owner's rights to further use of proprietary software granted in, this Section 6.3 shall terminate. Ownership of data obtained from or compiled, developed or contributed by the Owner's consultants or contractors will be controlled by the terms of the Owner's agreements with those consultants or contractors.

## **ARTICLE 7 CLAIMS AND DISPUTES**

### **§ 7.1 General**

**§ 7.1.1** The Owner and Program Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of substantial completion of the work on the project out of which the claim arises. The Owner and Program Manager waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

**§ 7.1.2** To the extent damages are covered by property insurance required under Section 5.13, the Owner and Program Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth Section 5.13. The Owner or the Program Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 7.1.3** The Program Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Program Manager, its employees and its consultants in the performance of services under this Agreement. The Program Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

**§ 7.1.4** The Program Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 8.7.

### **§ 7.2 Meet and Confer**

**§ 7.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to a meet and confer session as a condition precedent to mediation.

**§ 7.2.2** The Owner and Program Manager shall endeavor to resolve claims, disputes and other matters in question during the meet and confer session. The meet and confer session shall be attended by the Owner and Program Manager or their authorized representatives who shall have the authority to bind the parties. The meet and confer session shall take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meet and confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy.

**§ 7.2.3** If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation in accordance with Section 7.3.

**§ 7.3 Mediation**

**§ 7.3.1** Any claim, dispute or other matter in question arising out of or related to this Agreement not resolved by the meet and confer session shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 7.3.2** Unless the parties mutually agree otherwise, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 7.3.3** The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 7.3.4** If the parties do not resolve a dispute through mediation pursuant to this Section 7.3, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Program Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 7.4 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

**§ 7.4 Arbitration**

**§ 7.4.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 7.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 7.4.2** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 7.4.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 7.4.4 Consolidation or Joinder**

**§ 7.4.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 7.4.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 7.4.4.3** The Owner and Program Manager grant to any person or entity made a party to an arbitration conducted under this Section 7.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Program Manager under this Agreement.

## **ARTICLE 8 TERMINATION OR SUSPENSION**

**§ 8.1** If the Owner fails to make payments to the Program Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Program Manager's option, cause for suspension of performance of services under this Agreement. If the Program Manager elects to suspend services, the Program Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Program Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Program Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Program Manager's services. The Program Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 8.2** If the Owner suspends the Program, the Program Manager shall be compensated for services performed prior to notice of such suspension. When the Program is resumed, the Program Manager shall be compensated for expenses incurred in the interruption and resumption of the Program Manager's services. The Program Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 8.3** If the Owner suspends the Program for more than 90 cumulative days for reasons other than the fault of the Program Manager, the Program Manager may terminate this Agreement by giving not less than seven days' written notice.

**§ 8.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 8.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Program Manager for the Owner's convenience and without cause.

**§ 8.6** In the event of termination not the fault of the Program Manager, the Program Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 8.7.

**§ 8.7** Termination Expenses are in addition to compensation for the Program Manager's services and include expenses directly attributable to termination for which the Program Manager is not otherwise compensated.

**§ 8.8** In the event of termination of this Agreement, the Owner's rights to use information and materials provided by the Program Manager are set forth in Article 6.

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

**§ 9.1** This Agreement shall be governed by the law of the jurisdiction identified below. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.4. *(Identify the jurisdiction whose laws will govern this Agreement.)*

**§ 9.2** The Owner and Program Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Program Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Program if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Program Manager to execute certificates, the proposed language of such certificates shall be submitted to the Program Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Program Manager to execute consents reasonably required to facilitate assignment to a lender, the Program Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Program Manager for review at least 14 days prior to execution. The Program Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Program Manager.

§ 9.5 Unless otherwise required in this Agreement, the Program Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project sites.

§ 9.6 The Program Manager shall have the right to include photographs of the projects in the Program among the Program Manager's promotional and professional materials. The Program Manager shall be given reasonable access to the projects to take photographs. However, the Program Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Program Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Program Manager in the Owner's promotional materials for the Program.

§ 9.7 If the Program Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.7.1.

§ 9.7.1 If the Program Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Program, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 9.7.

§ 9.8 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 9.9 The Owner agrees not to solicit or hire the Program Manager's employees who are involved with the Program prior to one year after completion of the Program. If the Owner hires a Program Manager's employee involved with the Program prior to one year after completion of the Program, the Owner agrees to pay the Program Manager an amount as set forth below.

*(Insert stipulated sum or method of calculation for the amount to be paid to the Program Manager.)*

## ARTICLE 10 COMPENSATION

§ 10.1 For the Program Manager's Basic Services described under Article 3, the Owner shall compensate the Program Manager as follows:

*(Insert amount of, or basis for, compensation, including stipulated sums, hourly or monthly billing rates, direct salary expense plus multiple, or monthly fee.)*



**§ 10.2** The hourly labor cost rates and billing rates for services of the Program Manager and the Program Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Program Manager's and Program Manager's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

**Employee or Category**

**Rate**

**§ 10.3** For Additional Services designated in Section 4.1, the Owner shall compensate the Program Manager as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

**§ 10.4** For Additional Services that may arise during the course of the Program, including those under Section 4.3, the Owner shall compensate the Program Manager as follows:  
(Insert amount of, or basis for, compensation.)

**§ 10.5** Compensation for Additional Services of the Program Manager's consultants when not included in Sections 10.3 and 10.4 shall be the amount invoiced to the Program Manager plus percent ( %), or as otherwise stated below:

**§ 10.6 Compensation for Reimbursable Expenses**

**§ 10.6.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Program Manager and the Program Manager's consultants directly related to the Program, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences;
- .3 Fees paid for securing approval of authorities having jurisdiction over the projects;
- .4 Fees paid for testing, surveys or other data obtained at the request of the Owner;
- .5 Printing, reproductions, plots, standard form documents;
- .6 Postage, handling and delivery;
- .7 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .8 Professional photography and presentation materials requested by the Owner;
- .9 Program Manager's consultants' expense of professional liability insurance dedicated exclusively to this Program, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Program Manager's consultants;
- .10 All taxes levied on professional services and on reimbursable expenses;
- .11 Site office expenses, if authorized in advance by the Owner;
- .12 Customization of the Program Management Information System; and
- .13 Other similar Program-related expenditures.

**§ 10.6.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Program Manager and the Program Manager's consultants plus percent ( %) of the expenses incurred.

**§ 10.6.3** If the insurance requirements listed in Section 2.7 exceed the types and limits the Program Manager normally maintains and the Program Manager incurs additional costs to satisfy such requirements, the Owner shall reimburse the Program Manager for such costs as set forth below:

**§ 10.7 Compensation for Use of Program Manager's Proprietary Software**

If the Owner terminates the Program Manager for its convenience under Section 8.5, or the Program Manager terminates this Agreement under Section 8.3, or upon completion of the Program Manager's services under this

Agreement, the Owner shall pay a licensing fee, as compensation for the Owner's continued use of the Program Manager's proprietary software developed and owned by the Program Manager in accordance with Section 6.3, as follows:

### § 10.8 Payments to the Program Manager

§ 10.8.1 An initial payment of ( \$ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 10.8.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Program Manager's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Program Manager.  
(Insert rate of monthly or annual interest agreed upon.)

§ 10.8.3 The Owner shall not withhold amounts from the Program Manager's compensation to impose a penalty or liquidated damages on the Program Manager, or to offset sums requested by or paid to contractors or other consultants for the cost of changes to projects in the Program, unless the Program Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 10.8.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of three years after the termination or completion of this Agreement.

### ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

### ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Program Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Program Manager.

§ 12.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C171™-2013, Standard Form Agreement Between Owner and Program Manager
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:  
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
PROGRAM MANAGER (Signature)

\_\_\_\_\_  
(Printed name and title)

**ATTACHMENT B**  
**PROPOSER CERTIFICATIONS AND REPRESENTATIONS**

2025 Bond Expenditures

**PROPOSAL FORM**

Legal Name of Proposer: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

The Proposer certifies and agrees:

- The Proposer has read and understands the Specifications, Addenda, Contract and all other documents pertaining to this solicitation.
- The Proposer has, or has available, the equipment, personnel, materials, equipment, facilities, and equipment, as well as, the technical and financial ability necessary to complete and execute all services in a sound and suitable manner for the use specified and intended.
- The Proposer agrees to execute a contract in substantially the same form as Attachment A within ten (10) days from date of Notice of Intent to Award.
- The Proposer acknowledges that the signer on this Proposal is fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.
- The Proposer will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal.

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO RFP DOCUMENTS:**

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received:    1    2    3    4    5    6    7    8    9    10    11    12

Date if not applicable or no addenda were received: \_\_\_\_\_

The Proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business in awarding a subcontract.

As required by ORS 279B.045, the Proposer represents and warrants that the Proposer has complied with the applicable tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. The Proposer and any consultants listed on BOLI's List of Ineligibles will be rejected.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Authorized Signature: \_\_\_\_\_ Authorized Title: \_\_\_\_\_

Authorized Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**ATTACHMENT C**

**PROPOSER RESIDENCY INFORMATION**

ORS 279A.120 states, "For the purposes of awarding a public contract, a contracting agency shall":

- a. Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and
- b. Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" under this paragraph.

"Non-resident Bidder" means a Bidder who is not a "resident Bidder" as defined above.

- a. Bidder is a (check one): RESIDENT Bidder NON-RESIDENT Bidder
- b. If resident Bidder, enter your Oregon business address: (physical and mailing address):  
\_\_\_\_\_
- c. If a non-resident Bidder, enter state of residency: \_\_\_\_\_
- d. If a non-resident Bidder, do you or your company receive, or are you or your company eligible for any preference in award of contracts with your state's government or with other governmental bodies in your state?

CHECK ONE: YES NO

If YES, state the preference percentage: \_\_\_\_\_%

If YES, but not a percentage of bid price, describe the preference:

\_\_\_\_\_  
\_\_\_\_\_

If YES, state the law or regulation that allows the preference described (legal citation):

\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT D**

**CERTIFICATION STATEMENT FOR CORPORATION  
OR INDEPENDENT CONTRACTOR**

*(NOTE: Consultant Must Complete A or B below. For purposes of this Attachment D,  
"Consultant" refers to Proposer)*

**A. CONSULTANT IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP**

**I certify under penalty of perjury that Consultant is a [check one]:**  Corporation  Limited Liability Company  Partnership authorized to do business in the State of Oregon.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**B. CONSULTANT IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR**

**Consultant certifies under penalty of perjury that the following statements are true:**

1. If Consultant is providing labor or services under this Contract for which registration is required under ORS Chapter 671, Consultant has registered as required by law, **and**
2. If Consultant performed labor or services as an independent contractor last year, Consultant filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Consultant represents to the public that the labor or services Consultant provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

**NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.**

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only underwritten by contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT E**  
**INSURANCE REQUIREMENTS**

**See Attachment A, Sample Contract**

**ATTACHMENT F**

**WORKERS' COMPENSATION EXEMPTION CERTIFICATE**

*(To be used only when Consultant claims to be exempt from Workers' Compensation coverage requirements. For purposes of this Attachment F, "Consultant" refers to Proposer.)*

Consultant is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason *(check the appropriate box)*:

**SOLE PROPRIETOR**

- Consultant is a sole proprietor, and
- Consultant has no employees, and
- Consultant will not hire employees to perform this Contract.

**CORPORATION - FOR PROFIT**

- Consultant's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- All services will be performed by the officers and directors; Consultant will not hire other employees to perform this Contract.

**CORPORATION - NONPROFIT**

- Consultant's business is incorporated as a nonprofit corporation, and
- Consultant has no employees; all work is performed by volunteers, and
- Consultant will not hire employees to perform this Contract.

**PARTNERSHIP**

- Consultant is a partnership, and
- Consultant has no employees, and
- All services will be performed by the partners; Consultant will not hire employees to perform this Agreement, and
- Consultant is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.\*\*

**LIMITED LIABILITY COMPANY**

- Consultant is a limited liability company, and
- Consultant has no employees, and
- All services will be performed by the members; Consultant will not hire employees to perform this Agreement, and
- If Consultant has more than one member, Consultant is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.\*\*

*\*NOTE: Under OAR 436-50-050, a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.*

*\*\*NOTE: Under certain circumstances, partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.*

\_\_\_\_\_  
Authorized Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Title

\_\_\_\_\_  
Date



**ATTACHMENT G**  
**AFFIDAVIT OF NON-COLLUSION**

STATE OF OREGON

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ (title) of \_\_\_\_\_ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers.

I state that:

- (1) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this RFP, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- (2) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- (3) \_\_\_\_\_ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that \_\_\_\_\_ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by Columbia Gorge Community College in awarding the contracts(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Columbia Gorge Community College of the true facts relating to the submission of proposals for this RFP.

\_\_\_\_\_  
Authorized Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Title

\_\_\_\_\_  
Date

**ATTACHMENT H  
REFERENCES**

ITEM	Reference 1	Reference 2
A. Name		
B. Business or Employer		
C. Telephone	( )	( )
D. E-Mail Address		
ITEM	Reference 3	Reference 4
A. Name		
B. Business or Employer		
C. Telephone	( )	( )
D. E-Mail Address		
ITEM	Reference 5	Reference 6
A. Name		
B. Business or Employer		
C. Telephone	( )	( )
D. E-Mail Address		

Has your company ever been declared in breach of any contract for unperformed or negligent services?  
Yes No

If YES, explain. \_\_\_\_\_  
 \_\_\_\_\_

Has any employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract? Yes No

If YES, explain. \_\_\_\_\_  
 \_\_\_\_\_

Has any employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty? Yes No

If YES, explain. \_\_\_\_\_  
 \_\_\_\_\_

Has your company or any employee or agent of your company been convicted under state or federal antitrust laws? Yes No

If YES, explain. \_\_\_\_\_  
 \_\_\_\_\_

Has any Officer or Partner of your organization ever been an Officer or Partner of another Organization that failed to complete a contract? Yes No

If YES, explain. \_\_\_\_\_  
\_\_\_\_\_