

REQUEST FOR QUOTE – Wasco County - Owners Representative – Construction Project

Work under this project will be funded in part with federal grant funds from the Oregon Community Development Block Grant (CDBG) Program.

INTRODUCTION: Mid-Columbia Center for Living (MCCFL, owner) and Wasco County (granting agency) are the grant recipients for *Community Development Block Grant* funding to construct a 20,000 +/- sq./ft. building for MCCFL behavioral health services. The parties are interested in retaining an Owners Representative for this project. Work is expected to commence immediately.

The full scope of work and submission requirements are available on the Wasco County website @ co.wasco.or.us.

DUE DATE: Please return written quotes no later than: November 30, 2016 by 4:00PM to the Wasco County Clerk's Office located in Suite 201, 511 Washington St. The Dalles, OR 97058, Attn: Owner's Rep Quote.

Request for Quote

Work under this project will be funded in part with federal grant funds from the Oregon Community Development Block Grant Program

INTRODUCTION

Mid Columbia Center for Living (owner) and Wasco County (granting agency) are the grant recipients for a CDGB grant to construct a 20,000 +/- sq./ft. mental health building. This building will follow a design/ bid / build process. Wasco County is interested in retaining an Owners Representative for this project to help facilitate the many different aspects of the construction process. Preliminary elevations and floor plans are attached for reference.

REQUESTED SCOPE OF WORK

In General – the Owner's Representative shall be a seasoned construction professional with experience in similar projects, who shall perform, subject to the direction and decisions of the Owner, the role of Owner's Representative as generally described. The Owner's Representative will be an agent of the Owner and shall owe duties of care and loyalty to the Owner. Demands on the individual's time and energy will vary with the progress and stage of the building program. Other elements of the general scope of work will vary; for more details please see **Exhibit A** of the attached Proposed Contract.

SUBMISSION REQUIREMENTS

Submit one (1) paper original and one electronic copy of a submittal meeting the following requirements:

1. Transmittal / Cover Letter. (Limit 1 page.) Include contact information.
2. Professional resume of the specific individual proposed to serve as the Owner's Representative.
3. Include at least two (2) references of owners of similar projects, one (1) reference of architects or engineers, and one (1) reference of general contractors, all of which will be familiar with the proposed individual's experience and capabilities with regard to the general Scope of Work. (Limit of 5 pages.)
4. If the proposer is other than an individual, also provide basic identification, a summary background of the firm or company making the proposal, and references. (Limit 3 pages.)
5. On a single page, state an hourly fee and reimbursable expense proposal. This proposal should include an detailed estimate of the amount of time and total cost it will take to complete the job at each phase of construction identified above.
6. Proposers are discouraged from submitting supplementary materials or from making calls upon the County after the proposals have been submitted.
7. Proposals may include up to five (5) additional pages of supplementary materials of the proposer's choosing.
8. Minimum Requirements: Must be have a minimum of 5 years experience as a Owners Rep or equivalent on projects of similar scope and size.

EVALUATION PROCESS

The Owner will review the proposals, references, and any other information the Owner deems relevant. The Owner will evaluate the proposals on the basis of (1) professional qualifications; (2) professional experience; (3) past client satisfaction; and (4) value to be received in exchange for cost. (5) An additional preference may be given to local contractors within the Mid Columbia region to include Wasco County, Hood River County, Sherman County, and Klickitat County. If necessary the Owner reserves the right to conduct in person interviews of the top two highest scoring firms.

DUE DATE

Please return written quotes no later than: 10/18/2016 by 4:00PM

Quotes must be submitted to the Wasco County Clerk's Office located in Suite 201, 511 Washington St. The Dalles, OR 97058, Attn: Owner's Rep Quote.



Center For Living

Preliminary Drawings - Subject to Change

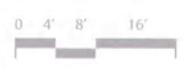


First Floor Plan

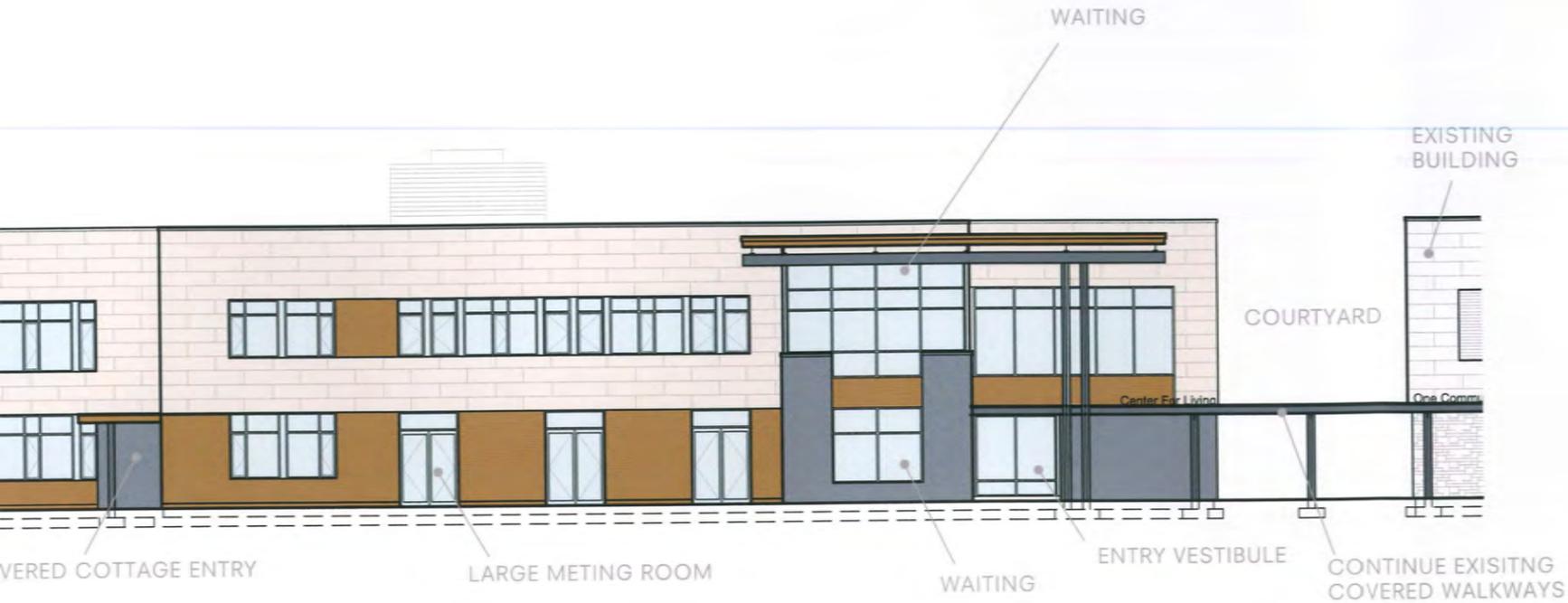


Second Floor Plan

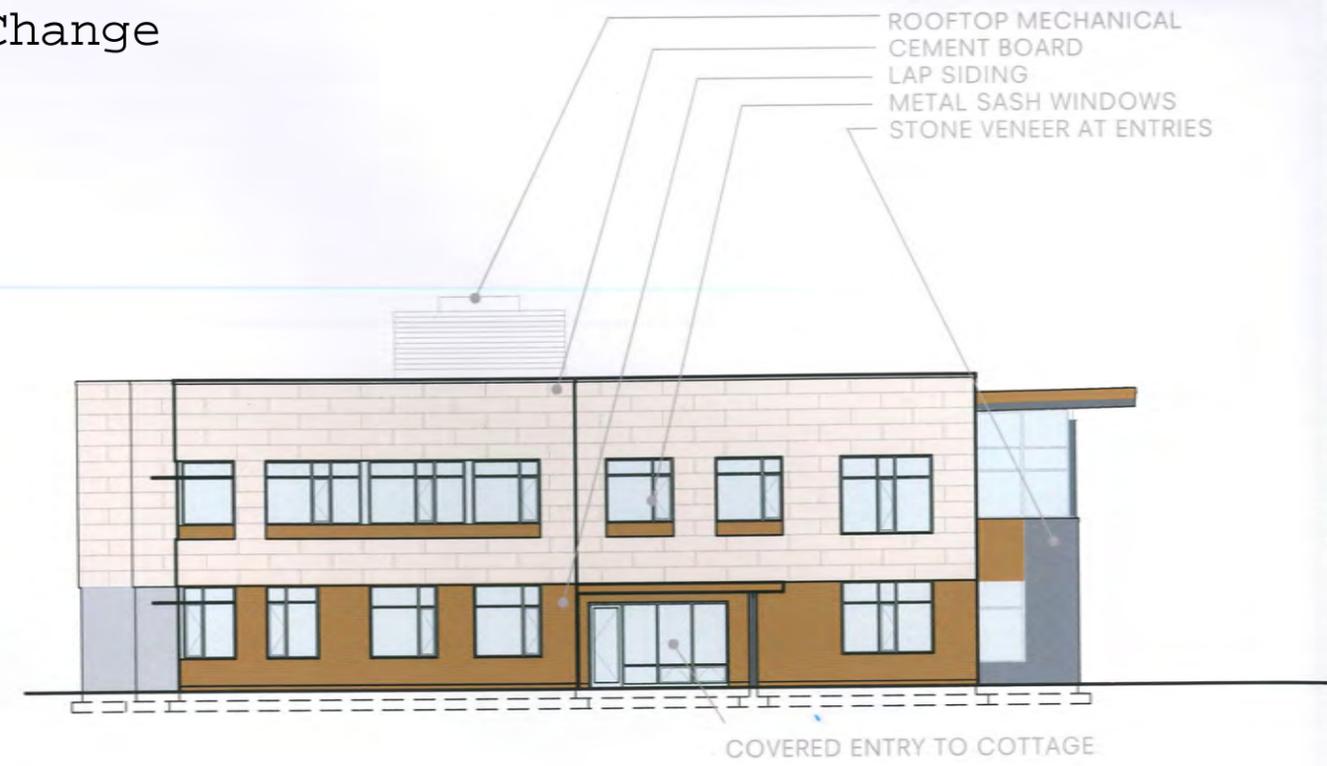
Lisa
McClellan
2015.09.25
13:07:59-07'0
0'



Preliminary Drawings - Subject to Change



ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

- ROOFTOP MECHANICAL
- CEMENT BOARD
- LAP SIDING
- METAL SASH WINDOWS
- STONE VENEER AT ENTRIES



COVERED ENTRY TO COTTAGE

EAST ELEVATION



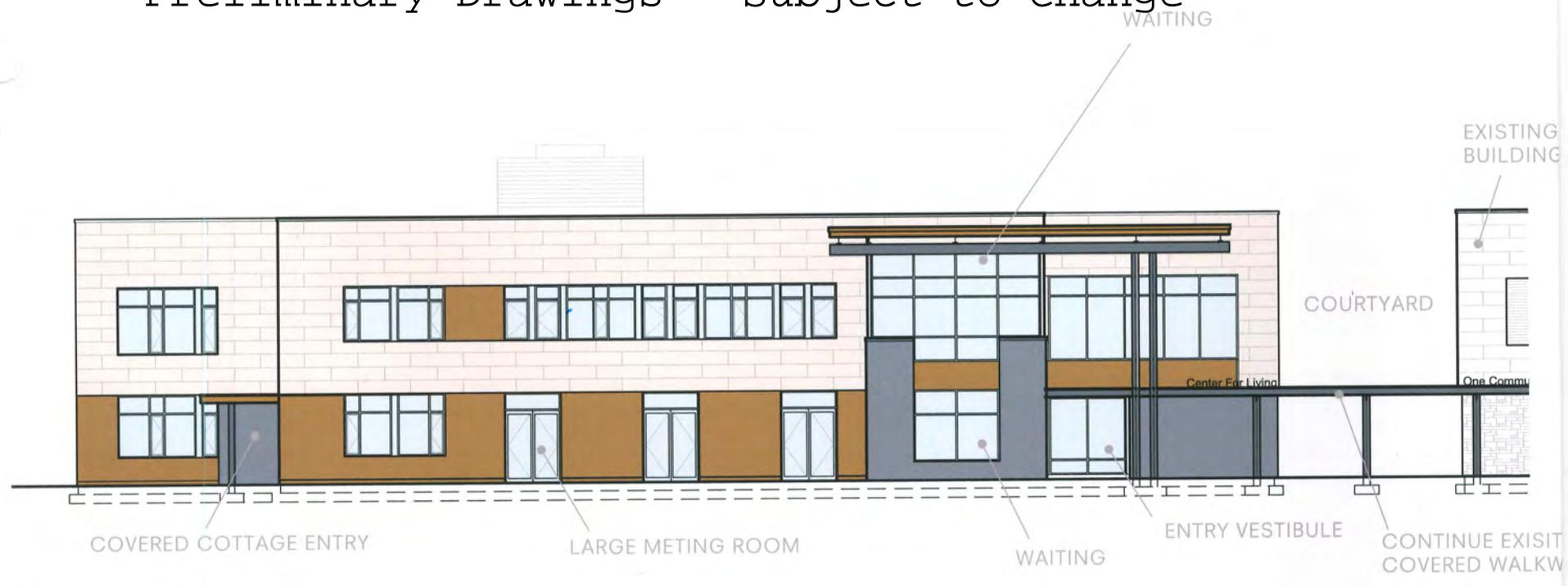
WEST ELEVATION

Preliminary Drawings - Subject to Change

REGISTERED ARCHITECT
 LISA MCCLELLAN
 Lisa McClellan
 2015.09.25
 13:07:51-07'00'

S|E A
 SCOTT|EDWARDS ARCHITECTURE LLP

Preliminary Drawings - Subject to Change



NORTH ELEVATION



SOUTH ELEVATION

Mid-Columbia Center for Living

ELEVATIONS



Preliminary Drawings - Subject to Change

Wasco County Services Contract

This Contract is made and entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor."

IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated as follows:

- Effective Date:** This Contract is effective upon execution by all parties and will continue to be in effect until _____, unless extended by mutual written agreement of the parties.
- Scope of Work:** Contractor shall perform all services described in Exhibit 1, attached and incorporated herein.
- Consideration:** County shall pay Contractor as follows:
_____. The maximum payment under this Contract, including expenses, is _____. Contractor shall submit an invoice to County attn.: Finance Department, 511 Washington Street, The Dalles, OR 97058, within 30 days after the work is completed. County shall pay invoice within 30 days of receipt for all work completed and accepted by County.

Notwithstanding any other provision of this Contract, in the event that Contractor fails to submit any required reports when due, or fails to perform or document the performance of contracted services, the County may withhold payments under this Contract. Such withholding of payment for cause shall continue until the Contractor submits required reports, performs the required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control and without the fault of negligence of the Contractor.

- Authorized Representatives.** The parties designate the following individuals to be their respective authorized representative for all matters with respect to the Work to be performed under this Contract:

Wasco County

Tyler Stone

541.506.2552

tylers@co.wasco.or.us

Contractor

Name

Phone

Email

5. **Independent Contractor Status.** Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Contract. Under no circumstances shall Contractor be considered an employee of County. Contractor will provide all tools or equipment to carry out this Contract, and will exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Contract; for payment of any fees, taxes, royalties or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Contract. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to County.
6. **Ownership of Work Product.** For purposes of this Contract, "Work Product" means all services Contractor delivers to County pursuant to this Contract. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from services.

County shall have no rights in any pre-existing Contractor Intellectual Property of Contractor provided to County by Contractor in the performance of this contract except to copy, use and re-use any such Contractor Intellectual Property for County use only. However, all Work Product created by the Contractor as part of the Contractor's performance of this Contract shall be the exclusive property of the County. All Work Product authored by Contractor under this Contract shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent County is not the owner of the intellectual property rights in such Work Product, Contractor hereby irrevocably assigns to County any and all of its rights, title and interest in such Work Product. Contractor hereby irrevocably assigns to County any and all of its rights, title and interest in such Work Product. Upon County's reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such Work Product created under this Contract including without limitation, any and all rights under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use of subsequent modifications.

If intellectual property rights in the Work Product are Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on the County's behalf. If this Contract is terminated prior to completion, and the

County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

7. **Representations of Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance³ with its terms; and (c) Contractor's performance under the Contract shall be in accordance with professional standards applicable to the Work. The professional standards applicable to this Work shall be defined as the care and skill generally expected of a similar firm, providing similar services on a similar project of similar complexity in the same geographical area.
8. **Records Maintenance.** Contractor shall retain, maintain and keep accessible all records relevant to this Contract ("Records") for a minimum of six (6) years, following Contract termination or full performance or any longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Contractor shall permit the County's authorized representatives access to the Records at reasonable times and places for purposes of examination and copying.
9. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following:
 - a. Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the prosecution of the Work provided for in this Contract; pay all contributions or amounts due the industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place, pursuant to ORS 279C.505.

- b. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the County may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor of the Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590, if Contractor or any first-tier subcontractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by County, interest shall be due on the claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580 through 279C.590. In accordance with ORS 279.515, a person with any unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590.
- c. In accordance with ORS 279C.520, Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The laborer shall be paid at least time and a half pay when: (i) overtime is in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; (ii) overtime is in excess of 10 hours a day or 40 hours in any one week when the work is four consecutive days, Monday through Friday; and (iii) work is performed on Saturday and Sunday and legal holidays specified in any applicable collective bargaining agreement or ORS 279C.540. The requirement to pay at least time and half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 623.010 to 653.261 or under 29 U.S.C. sections 201 to 219 from receiving overtime.
- d. Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, or all sums which the Contractor agrees to pay for the services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for the service. All employers working under this Contract are subject employers that must comply with ORS 656.017, unless exempt under ORS 656.126.

- e. Contractor shall maintain in effect all licenses, permits and certifications required by state law or County policy for the performance of the Work. Contractor shall notify County immediately if any license, permit or certification required for performance of this Contract shall cease to be in effect for any reason.
10. **Nondiscrimination.** During the term of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.
11. **Conflict of Interest.** No employee, agent, contractor, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFT Part 270.489(h).
12. **Minority, Women and Emerging Small Business.** Before the final payment to Contractor is made, Contractor shall submit the “Minority, Women and Emerging Small Business Activity Report” attached as Exhibit C.
13. **Section 3.** Economic Opportunities for Low and Very Low Income Persons: 13.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u(Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- 13.2 The parties to this contract agree to comply with HUD’s regulations in in 24 DFR part 135, which implement Section 3. As evidenced by their execution of this contract the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

13.3 The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding. If any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

13.4 The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 DFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.

13.5 The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

13.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD Assisted contracts.

14. **Prohibition on the Use of Federal Funds for Lobbying.** As evidenced by execution of this contract, Contractor certifies to the best of their knowledge and belief that:

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee

of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the re3quired certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 and not less than \$10,000 for each such failure.

Signed(Contractor)

Title/Firm

Date

15. **Indemnity.** Contractor shall defend, save, hold harmless and indemnify County and its officers, employees and agents from an against all claims, suits, actions, losses, damages,

liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of or relating to the activities of Contractor or its officers, employees, subcontractors or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, nor purport to act as legal representative of County or any of its departments, without first receiving from Wasco County authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of Wasco County. County may, at its election and expense, assume its own defense and settlement.

16. **Subcontracting.** Contractor shall not enter into any subcontracts for any of the work required by this Contract or assign or transfer any of its interest in this Contract, without County's written consent. In addition to any other provisions, County may require Contractor to include in any permitted subcontracts under this Contract a requirement that the subcontractor be bound by this Contract as if subcontractor were Contractor. County's consent to any subcontract under this Contract shall not relieve Contractor of any of its duties or obligations under this Contract. Moreover, approval by the County of a subcontract shall not result in any obligations or liabilities to the County in addition to those set forth in this Contract, including, without limitation, the agreed rates of payment and total consideration. Contractor shall be solely responsible for any and all obligations owing to the subcontractors.

17. **Termination.** This Contract may be terminated as follows:

- a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. County, in its sole discretion, may terminate this Contract for any reason on 30 days written notice to Contractor.
- c. Either County or Contractor may terminate this Contract in the event of a material breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the material breach has not entirely cured the breach within 15 days for the date of the notice, (except as otherwise provided in this section 12(c)). Developed an acceptable plan for the cure of the material breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

- d. County may terminate this Contract effective upon delivery of written notice to Contractor or at such later date as may be established by County, under any of the following conditions:

- d1. If County funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

- d2. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

- d3. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked or not renewed.

- 18. Payment on Early Termination.** Upon termination pursuant to section 5, payment shall be made as follows:

- a. If terminated under 12(a) or 12(b) for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against the Contractor.
- b. If terminated under 12(c) by the Contractor due to a material breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- c. If terminated under 12(c) or 12(d) by the County due to a material breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any offset to which the County is entitled.

- 19. Remedies.** In the event of material breach of this Contract the Parties shall have the following remedies:

- a. If terminated under 12(c) by the County due to a material breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of reasonable excess.
- b. In addition to the remedies in sections 12 and 14 for a material breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.
- c. If the County materially breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which the Contractor is entitled.

20. **Limitations of Liability.** County shall not be liable for any indirect, incidental consequential or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

21. **Insurance.** Contractor shall provide insurance in accordance with Exhibit.

22. **Debt Limitation and Non-Appropriation.** This Contract is expressly subject to the debt limitation for Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative only to that extent. In the event that sufficient funds shall not be appropriated for the payment of consideration required to be paid under the Contract, County's obligation to pay for such Work is subject to approval of future appropriations to fund this Contract by the Wasco County Board of Commissioners.

23. **No Third Party Beneficiaries; Successors and Assigns.** The County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or to provide any benefit or right, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. Nothing in this Contract is intended to require any party to do or undertake any activity which it is not authorized to do. This Contract shall

be binding upon and inure to the benefit of the County, Contractor and their respective successors and assigns, except that Contractor may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of the County, which consent may be withheld for any reason.

24. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.
25. **Entire Agreement; Waiver.** This Contract contains the entire understanding of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Contract. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision. Now waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
26. **Governing Law; Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, suit, action or proceeding (collectively "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Wasco County Circuit Court of the State of Oregon; provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor, by execution of this Contract, hereby consents to the in personam jurisdiction of said courts.
27. **Attorney Fees.** In case a suit or action is instituted to enforce the provisions of this Contract, the parties agree that the losing party shall pay such sums as the court may adjudge reasonable for attorney fees and court costs, including attorney fees and costs on appeal.
28. **Headings.** The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

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

CONTRACTOR

WASCO COUNTY

Administrative Officer

Date: _____

Date: _____

Exhibit A

Scope of Work

1. General Duties During Design and Construction Phases.
 - a. High Priority
 - i. Review project concept and budget to assure that the project is financially feasible within the overall context of the program. Validate project budgets and schedules prior to proceeding to next design phase.
 - ii. Attend Owner team meetings for the duration of the Project; review and comment on the minutes.
 - iii. Track all Project costs.
 - iv. Advise and assist Owner regarding any issues relating to the impact of any proposed changes to scope on the Project and to ensure good communication and information sharing to prevent surprises.
 - v. Review Documents at established intervals during Design and Construction Document phases for constructability, clarity, consistency and completeness.
 - vi. Evaluate cost analyses and value engineering recommendations.
 - vii. Continuously review program and project budgets and recommend action, if needed, to maintain program, project budgets and schedule.
 - viii. Assist Owner in a review of the Contract Documents, identify potential cost savings, evaluate value engineering opportunities and make recommendations for the same.
 - ix. Participate in General Contractor selection process including but not limited to design of selection criteria, review of proposals/bids and any negotiations.
 - b. Medium Priority
 - i. Issue relevant reports to Owner, such as cost summaries, contingency reports, budget variance reports and other reports relating to the Owner's budget and project schedule and issues or concerns with the Project.
 - ii. Assist Owner in obtaining services such as surveying, geotechnical services, materials testing, inspections, etc. and assist as needed in evaluating proposals for services from the IPD team.
 - c. Limited Need
 - i. Function as the intermediary between Owner and Architect/general contractor.

- ii. Monitor and coordinate activities of Owner's personnel involved in the Project.
 - iii. Assist in the development of the plan and schedule for acceptance and occupancy of the Work that addresses timely procurements of furnishings, fixtures and equipment and moving services. Incorporate these needs into the project schedule.
- 2. Construction Phase – continue foregoing services as needed and:
 - a. High Priority
 - i. Participate in job site meetings attended by the architect, general contractor and/or the Owner and other such meetings as required by the Owner.
 - ii. Evaluate quality of Work and ensure that construction conforms to the contract documents.
 - iii. Review and make recommendations regarding Owner responsibilities and rights in regard to contractor-submitted change orders and time extensions. Assist in negotiations as directed.
 - iv. Review claims submitted and make recommendations to the Owner in regard to the same.
 - v. Review the Project schedule, closely monitor any changes or deviations from the schedule and identify critical elements of the schedule, including Owner-required milestones.
 - vi. Monitor the status of the agreements with the Architect and General Contractor, including any pending changes, deviations or additional service requests.
 - b. Medium Priority
 - i. Maintain sufficient presence for the duration of the Construction Phase until substantial completion has been achieved.
 - ii. Assist Owner with its responsibilities and rights in regard to submittals, claims, change orders, requests for information (RFI), pay request and related activities for both design and construction phases.
 - iii. Assist Owner with its responsibilities and right in review of designer and contractor pay requests, coordinate corrections and advise Owner concerning payment.
 - c. Limited Need
 - i. Make observations and recommendations to the Owner regarding its responsibilities and rights in cases of rejection and correction of substandard or non-complying work.

- ii. Coordinate “special inspection” as necessary with the design professional and general contractor, maintain and organize all Owner-side project inspection records.
 - iii. Review and make recommendations regarding Owner responsibilities and rights in regard to the architect’s project reports and prepare monthly project summary as appropriate.
 - iv. Perform periodic observations and make recommendations to the design professionals and general contractors.
 - v. Assist as needed with obtaining the final certificates of occupancy and completion.
 - vi. Coordination of start-up and commissioning activities with Owner staff.
 - vii. Verify the collection, logging and delivery of operations and maintenance manuals as directed.
 - viii. Assist Owner in selection and coordination of additional professional or contract services needed for the Project, including verification of scope, cost and schedule for completion.
 - ix. Report monthly on the status of Owner-furnished furniture, fixtures, equipment, signage and information technology services.
3. Post-Construction Phase – continue foregoing services as required
- i. Verify delivery of as-built drawings, guarantees, warranties and other record documents to the Owner.
 - ii. Assist in the implementation of the occupancy plan and schedules.
 - iii. Assist in final project cost reconciliations, obtain and distribute closeout reports appropriately.
 - iv. For items or services provided by the Owner, coordinate all vendors, subcontractors and suppliers as related to the project; i.e. furniture, fixtures and equipment (FFE), security – surveillance equipment, information technology (IT) equipment, etc.
 - v. Coordinate technical/operations training of Owner’s maintenance and management personnel for building support systems.
 - vi. Assist with project close-out; coordinate and verify the completion of such items.

Exhibit B

Minority, Women and Emerging Small Business Activity Report

The **report** on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youth build programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

MCCFL CDBG Construction Grant - Owner's Rep Proposed Contract, Terms, Conditions

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency					2. Location (City, State, ZIP Code)								
3a. Name of Contact Person			3b. Phone Number (Including Area Code)			6. Date Submitted							
See Explanation of Codes below													
									7j.				
7a.	7b.	7c.	7d.	7e.	7f.	7g.	7h.	7i.	Name	Street	City	State	Zip Code

7c: Type of Trade Codes:

- | | |
|------------------------|----------------------------|
| 1 = New Construction | 6 = Professional |
| 2 = Substantial Rehab. | 7 = Tenant Services |
| 3 = Repair | 8 = Education/Training |
| 4 = Service | 9 = Arch./Engrg. Appraisal |
| 5 = Project Mangt. | 0 = Other |

7d: Racial/Ethnic Codes:

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian/Pacific Americans
- 6 = Hasidic Jews

Explanation of Codes

- | | |
|---|---|
| <p>1. Grantee: Enter the name of the unit of government submitting this report.</p> <p>3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/ subcontract data.</p> <p>7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.</p> <p>7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number were provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.</p> <p>7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number were provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.</p> | <p>7d. Business Racial/Ethnic Code: Enter the numeric code, which indicates the racial/ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic category, enter the code that seems most appropriate. If the subcontractor ID number were provided, the code would apply to the subcontractor and not to the prime contractor.</p> <p>7e. Woman Owned Business: Enter Yes or No.</p> <p>7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.</p> <p>7g. Section 3 Contractor: Enter Yes or No.</p> <p>7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.</p> <p>7i. Section 3 Contractor: Enter Yes or No.</p> <p>7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.</p> |
|---|---|

Exhibit C

Insurance

1. Insurance. Contractor shall purchase and maintain at their own expense the insurance noted below subject to review and acceptance by County. All insurance shall apply on a primary, non-contributory basis and remain in effect for the duration of the contract terms. Any policy written on a 'claims made' basis may only be done so with the written approval and authorization of County and coverage written in this manner shall extend for two years past completion and acceptance of Contractor's work or services.
2. Commercial General Liability Insurance with minimum coverage in effect of \$1,000,000 per incident, claim or occurrence and \$2,000,000 in aggregate. The policy shall include coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products completed operations, employer's practices liability and contractual damages. Contractor shall remain fully responsible and liable for any claims resulting from the negligence or intentional misconduct of Contractor, its subcontractors, and their officials, agents and employees in performance of this contract, even if not covered by, or in excess of insurance limits.
3. Commercial Automobile (Fleet) Liability Insurance with minimum combined single limit of \$1,000,000 covering all owned, non-owned, and hired vehicles. This coverage shall be written in combination with the Commercial Secondary Expansion OR General Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability.
4. Contractor shall maintain in full force and effect professional liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident or occurrence, \$2,000,000 aggregate. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Agreement. Contractor shall remain fully liable for any deductible required under its professional liability errors and omissions policy if found to be negligent related to the professional services to be provided under this Agreement. Coverage must be in effect prior to the commencement of the performance of this Agreement. Contractor shall furnish proof of continuous "tail" coverage for 24 months after Agreement completion.
5. Commercial General Liability coverage shall name, by certificate and endorsement, County, its officers, agents, employees and volunteers as additional insureds with respect to Contractor's work or services provided under this contract.
6. Workers' Compensation Insurance as required by ORS chapter 656 and meeting the minimum requirements therein. Contractor shall ensure that each subcontractor obtains and maintains workers' compensation insurance and that the carrier notifies the state of Oregon or files a guaranty contract with the state of Oregon Workers' Compensation Division before performing work.

7. Contractor shall provide proof of coverage required by acceptable Certificate of Insurance and signed Endorsement from the carrier(s). The Certificate and Endorsement shall provide that there will be no cancellation, termination, material change or reduction in limits of the insurance coverage without a minimum 30-day written notice to County. The Certificate and Endorsement shall also state the deductible or self-insured retention level.

8. Subrogation. Contractor grants Waiver of Subrogation to County, its officers, agents, employees and volunteers for any claims arising out of Contractor's work or service. Further, Contractor agrees that in the event of loss due to any of the risks for which it has agreed to provide insurance, recovery by the Contractor shall be solely with their insurance carrier. Contractor also grants County on behalf of any insurer providing coverage to either Contractor or County with respect to the work or services of Contractor a waiver of any right to subrogation which any insurer or Contractor may acquire against County by virtue of the payment of any loss under such insurance coverage.

Rating Factor	Weight	Respondent Name:									
		Vendor A		Vendor B		Vendor C					
		Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
Value to be Received in Exchange for Cost(Hourly Rate/Not to Exceed Ceiling)	0.30		0.00		0.00		0.00		0.00		0.00
5-Year Minimum Prior Experience - e.g., history, review of clients and references (minimum: 1 architect/engineer, & 1 general contractor)	0.20		0.00		0.00		0.00		0.00		0.00
Reference Feedback	0.30		0.00		0.00		0.00		0.00		0.00
Professional Qualifications	0.20		0.00		0.00		0.00		0.00		0.00
	1.00		0.00		0.00		0.00		0.00		0.00
Local Preference (Up to 10 points within the Mid-Columbia Region)											
Total Score			0.00		0.00		0.00		0.00		0.00

If necessary the Owner reserves the right to conduct in-person interviews of the top two highest scoring firms with an additional 20 points available through the interview process (See *Interview Process* table to the right)

Interview Process		
Question Category	Point Value	Score
Communications Skills (ability to reach agreements between parties, facilitate discussions, etc.)	0-4	
Organization (Time management, keeping self and others on-task, etc.)	0-4	
Applying Experience (How would applicant apply previous experiences to this project?)	0-4	
Preparation (What challenges can you foresee with this project?)	0-4	
Conflict Resolution	0-4	
Total Score		

Rating Factor	Weight	Sample	
		Score	Weighted Score
Value to be Received in Exchange for Cost(Hourly Rate/Not to Exceed Ceiling)	0.30	80	24.00
5-Year Minimum Prior Experience - e.g., history, review of clients and references	0.20	60	12.00
Reference Feedback	0.30	30	9.00
Professional Qualifications	0.20	50	10.00
	1.00		55.00
Local Preference (Up to 10 points within the Mid-Columbia Region)			10.00
Total Score		65.00	

Instructions	
Enter a score 0-100 in each of the four Evaluation Criteria Boxes	
0-20	Totally unresponsive, does not meet minimum requirements
21-40	Well below average, barely meets minimum requirements
41-60	Average, meets minimum requirements
61-80	Above average, exceeds minimum requirements
81-100	Outstanding, far exceeds minimum requirements in most areas.

Review Committee: _____

Review Date: _____
