

# **REQUEST FOR PROPOSALS**

## **Aurora Fire District #63**

### **DISTRICT ARCHITECTURAL SERVICES**

**Site Design for Fire Station project**

**Closing date January 4, 2023 4:00 PM**

**Submittal location 21390 Main St NE Aurora, OR97002**

**Aurora, Oregon**

# REQUEST FOR PROPOSALS

Pursuant to Oregon Administrative Rule 137-048-0220, Aurora Fire District (District) is conducting a formal selection procedure for an architectural firm to design and oversee construction of the project site for a Modular Fire station. The awardee may also be asked to design and oversee construction of a Training facility and Station remodel. The District plans to award to the highest ranked proposer selected from those architects submitting proposals. The anticipated contract will include: all design work; site analysis; solicitation of and award to a construction contractor; construction oversight; and procurement of all necessary government permits.

The full Request for Proposals may be obtained from:

Assistant Chief Mike Corless  
Aurora Fire District  
21390 Main St NE  
Aurora, OR 97002  
(503) 678-5966  
[mcorless@aurorafire.org](mailto:mcorless@aurorafire.org)

OR

Online at: [aurorafire.org/Requests For Proposals](http://aurorafire.org/Requests%20For%20Proposals)

Proposals will be received by the District until closing, 4:00 pm, January 4, 2023, Responses received after this time will be rejected as non-responsive. Proposers shall submit proposals in a sealed opaque envelope, plainly marked **“Request for Proposals Architectural Services”** to Assistant Chief Mike Corless at the above address. Faxed and emailed proposals will be rejected as non-responsive.

<b>Section I Request for Proposals</b>
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The Aurora Fire District (District) intends to select an architect for architectural and/or engineering services for site preparation to include placement location of our new Modular Fire Station (Project), as described in Section II, Project Description, from among proposers who respond to this Request for Proposals. The District intends to enter into a contract, in the form attached as Appendix A, with the selected architect after negotiating a maximum not to exceed dollar amount. The contract amount will be based upon time and materials for all design work rendered, through selection of a contractor, procurement of government permits, and construction oversight.

No drawings are required for this proposal. Proposal clarifications or additional information requested by the District must be provided by Proposer within 24 hours of request, excluding weekends and holidays.

<b>Section II Project Description</b>
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This might be a multi-phase project. The estimated total project cost including the structure is \$4,500,000, including architectural fees. The District is seeking architectural services for the Project. However, the District retains the right either to issue a new Request for Proposals for a future Training Center project and Fire Station Remodel, or to continue to use the successful Proposer for any or all later phases. The District reserves the right to add to or change the scope of work for the Project as the Project progresses. The Project and related architectural duties are described as follows:

**A. Design**

1. Site analysis for facilities to accommodate the District's new modular Fire Station and Training building
2. Design plans for the site. This includes well, septic placement, and other utilities as deemed necessary and required for the project.
3. Submit plans and specifications as required to agencies with jurisdiction over any portion of the Project and other affected agencies.
4. Assist the Fire District in obtaining needed permits as requested.
5. Design will include the following:
  - a. Building shell, for placement of an Extreme Modular Fire Station. Including all site utilities needed (i.e. electrical and other items specific to a location.)

- b. Landscape, as required by Marion County. The District requests a low maintenance style.
- c. Any other State or County requirements, i.e. solar/renewable energy.

**B. Construction Services**

Construction oversight for site work, including:

1. Draft construction solicitations and contract documents for Station Project, and conduct solicitation.
2. Provide assistance to District during the solicitation phase, including responding to questions from contractors during the solicitation process, production of addenda to the solicitation documents and review of substitution requests for product supplier.
3. Periodic site visits and attendance at occasional meetings.
4. Assist with any Grant contract requirements as requested by the District

**Section III  
Anticipated Contract Performance Schedule**

It is anticipated that the architectural plans and specifications will be completed at a time mutually agreed upon by the parties after the award of the contract. A proposed timeline is noted below. A final timeline will be added to the contract as addendum.

Advertise and Issue RFP	November, 2022
Pre-Submittal Conference	December 12, 2022 at 10:00 AM
Question Submittal Deadline	December 21, 2022 by 5:00 PM
Replies Issued	December 27, 2022, by 3:00 PM
Deadline for Submittal of Proposals	January 4, 2023, by 4:00 PM
Initial evaluation scores announced	January 5, 2023
Invited price information deadline	January, 2023
Interviews	January 31, 2023
Project Awarded	February, 2023
Execution of Agreement with Firm	February, 2023
Ground Breaking – Construction Begins	April, 2023
Project Completion	November, 2023

**Section IV  
Pre-proposal Meeting**

Pre-proposal Meeting      10:00 a.m., December 12, 2022

A pre-proposal meeting will be held at Aurora Main Fire Station 21390 Main St NE, Aurora, Oregon. The purpose of the meeting is to share information about the project,

view the project sites, and answer questions about the project. **The meeting is mandatory.** Additional documents and information about the project will be available at the meeting.

<b>Section V Submittal Information</b>
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One original and three copies of each proposal are to be received at the District office by **4:00 pm. on January 4, 2023.** Emailed and/or faxed proposals will be rejected as non-responsive. Any late proposals cannot be considered and will be returned unopened. Send or deliver the proposals to: Assistant Chief Mike Corless, Aurora Fire District, 21390 Main St NE, Aurora, OR 97002.

<b>Section VI Instructions to Proposers</b>
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Please note the following specific requirements for submitted proposals:

1. The District may modify this RFP via addenda before the proposal due date. Please check the District's website, <http://www.aurorafire.org>, for updates. Receipt of all addenda must be acknowledged in submitted proposals.
2. Proposers responding to this RFP do so solely at their own expense. The District is not responsible for any proposer's expenses associated with responding to this RFP.
3. Proposers are directed to the protest procedures as set forth in Oregon Administrative Rule (OAR) 137-048-0240.
4. Each proposal must include the information set forth in Section VII, Proposal Requirements, and address the criteria by which the proposals will be evaluated and ranked, set forth in Section VIII, Proposal Evaluation.

<b>Section VII Proposal Requirements</b>
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**A. Proposal Contents.**

Proposal shall be prepared simply and economically, providing a straightforward, concise description of Proposer's capabilities to satisfy the requirements of this RFP.

Proposal shall be no more than twenty (20) pages, double sided, and shall include, at a minimum, the following items:

1. **Cover letter/statement of interest:** Indicate Proposer's interest in the Project and highlighting its qualification to perform the Project. (1 page)
  - A statement verifying Proposer's ability to execute contract upon award, including confirmation that Proposer is an architect licensed to work in the State of Oregon.
  - The name of the person(s) authorized to represent the Proposer in negotiating and signing any agreement which may result from the proposal.
  - A statement certifying that Proposer has not been suspended or disbarred from Federal/Government work.
2. **Overview:** A brief overview of the company. (1 page)
3. **Team Experience:** Related experience with similar types of projects and specific qualifications and resumes of Project architect and key team members. The roles and qualifications of any sub-consultants. Identify the Project lead and that person's availability to start work on the Project and to complete the work without interruption from other projects, commitments or schedule. Submit proof of adequate liability insurance for sub-consultants. (4-6 pages)
4. **Firm Experience:** Proposer's experience and qualifications: (4-6 pages)
  - Provide examples of at least three (3) relevant designing projects similar to the Station Project completed by Proposer within the last five (5) years, including:
    - Project Name and Location
    - Date of Completion
    - Summary of Scope/Services Provided
    - Project Size and Construction Value
    - Construction Delivery Method
    - Duration of Project
    - Whether Project was Completed on Time and Within Budget
    - A Gantt Chart Providing a Proposed Schedule for the Pre-Design/Schematic Design, Design Development, and Construction Documents Phases
    - Fire Chief Name and Contact Information
5. **Design Approach:** A proposed approach to the Project including key activities, milestones, possible design concepts, potential challenges and areas of concern.

Proposers are encouraged to provide a proposed Scope of Work that could be used as Exhibit A to Appendix A. (2 pages)

6. **Non-Discrimination Policies:** Written affirmation that Proposer has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
7. **Insurance:** Proof of insurance for a minimum of \$2 million professional liability insurance, plus \$2 million comprehensive and automobile liability insurance. Proof of coverage by Workers' Compensation Insurance or exemption.
8. **Exceptions:** Any and all exceptions to this RFP shall be noted on a Section entitled "**Exceptions**" and submitted with Proposer's proposal.
9. **Availability:** Confirmation that the Proposer will make available the necessary personnel for this work. This should include the proximity of personnel to the District, and affirmation that such personnel can respond to District inquiries and/or be onsite within a maximum of 24-hours.

**B. Pricing Information.**

A Proposer may be requested by the District to provide pricing policies, rates and other cost information (collectively, Price Information). Price Information shall not be submitted as part of a proposal, but shall be submitted only when requested by District. Proposers should refer to Section VIII.B for information on Price Information and associated evaluation procedures.

<b>Section VIII Proposal Evaluation</b>
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**A. Evaluation Criteria**

Proposals will be evaluated by the District using the following criteria:

	<b>Points</b>
<u>Phase I:</u>	
1. Proposer availability and capability to perform the needed architectural services described in this RFP.	<b>(20)</b>
2. Proposer's demonstrated ability to successfully complete similar services on time and within	<b>(20)</b>

budget (in the public and Private sector), including Proposer's record of satisfactory performance. This includes the number of change orders in Proposer's last five projects that were not initiated by Owners. Provide Owner's business name and contact information.

3. The methodology proposer would use in approaching this project. At a minimum, provide an estimate of the amount of time needed to complete each major task, and a preliminary schedule of major elements. **(20)**
  
4. Proposer's familiarity with Marion County permitting procedures and Regulations. **(5)**
  
5. Proposer's geographic proximity to the project site. **(5)**
  
6. Amount and type of resources and number of experienced staff Proposer has within Proposer's firm available to perform the architectural and related services described in this RFP within the applicable time limits. This includes the current and projected workloads of such staff and the proportion of time such staff would have available for architectural or related services, without the need for Proposer to subcontract for that work. **(10)**
  
7. Proposer's public safety track record. **(5)**

**SUBTOTAL: 85 Points**

Phase II:

- Pricing Information **(15)**

**TOTAL: 100 Points**

**B. Evaluation Process**

Proposals will be initially screened pursuant to the following minimum qualifications:

1. Proposer is an Architect licensed to work in the State of Oregon.



2. Proposer's ability to provide the architectural work needed by District on or before April 7, 2023 to the standards required by the District, County and State (for example, does the proposer have a sufficient number of staff to and are those staff members qualified to provide the services requested by the District).
3. Whether Proposer has the financial resources for the performance of the desired architectural services (for example, the ability to obtain the insurance coverage required by the attached contract), or the ability to obtain such resources.
4. Proposer is an Equal Opportunity Employer and is otherwise qualified by law to enter into the professional services agreement.

Once the initial screening process is completed, the remaining proposals will be evaluated under the criteria and weights accorded in Section VIII.A, above. If the District deems it desirable, the District may elect to interview one or more of the top candidates.

The District is using a qualifications-based selection (QBS) process, which includes consideration of price information, as allowed for contracts anticipated to exceed \$100,000 pursuant to ORS 279C.110(5). Phase I will consist of an initial evaluation of all proposers and three of the most qualified candidates without regard to the price of the services. If the District does not cancel this RFP, only after selecting up to three of the most qualified candidates, the District may request Price Information from those top-ranked Proposers, based upon the total score from the initial evaluation. The District will conduct a Phase II Evaluation as follows:

1. The submittal requirements for Phase II only apply to a Proposer that receives a request for Price Information following the District's evaluation and scoring of Proposals from Phase I.
2. The Price Information may receive up to a maximum of 15 points, giving it a weight of 15 percent in the total evaluation of each Phase II Proposer.
3. If requested to provide Price Information, a Proposer must submit the Price Information to the District within five (5) business days of the date of the District's request. The District may disqualify a Proposer for a late submission of the Price Information.
4. Pursuant to ORS 279C.110(5)(c)(A), the Price Information shall consist of:
  - a. A schedule of hourly rates that the Proposer will charge for the work of each individual or each labor classification that will perform the professional services required for Project, in the form of an offer that is irrevocable for not less than ninety (90) days after the date of the proposal; and

- b. A reasonable estimate of hours that Proposer will require to perform the Project's professional services.
5. Pursuant to ORS 279C.110(5)(c)(B), the District requests the Price Information also include:
  - a. A description of each task that the Proposer understands as comprising Project professional services;
  - b. A list of each individual or labor classification that will perform each Project task, together with the hourly rate that applies to the individual or labor classification; and
  - c. A list of expenses, including travel expenses that the Proposer expects to incur in connection with completing Project's professional services.
6. A Phase II Proposer requested to provide Price Information may withdraw from consideration for this RFP if the Proposer does not wish to provide a price proposal.
7. The District may interview any Phase II Proposer, but it is not required to interview all Proposers. In an interview the Proposer may be allowed to expand upon information contained in the pricing proposal.

<b>Section IX</b> <b>Execution of Contract</b>
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The District intends to select the highest scoring responsive responsible Proposer, which will be based upon the total from both Phase I and Phase II (a possible maximum total of 100 points). After the Fire Chief scores and ranks the Proposals, the Fire Chief will make a written recommendation on Awardee selection to the Board. The Fire Chief will document the reasons for his recommendation. The Board will make the final decision on selection of the most suitable candidate for District's Project. All Proposers will be notified of the Board's decision.

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

It is the desire of the District to have a new architectural contract in place no later than February 3, 2023.

**Section X  
Miscellaneous**

The District reserves the right to: 1) Seek clarifications of each proposal; 2) Negotiate a final contract that is in the best interests of the District and the public; 3) Reject any or all proposals or cancel this RFP at any time if doing either would be in the public interest, as determined by the District in its sole discretion; 4) Award the contract to any proposer based on the evaluation criteria set forth in this RFP; 5) Waive minor informalities contained in any proposal, when, in the District's sole judgment, it is in the District's best interest to do so; and 6) Request any additional information District deems reasonably necessary to allow District to evaluate, rank and select the most qualified proposer to perform the services described in this RFP.

The services and responsibilities set forth in this RFP, together with any other documents required herein, shall be included in the contract executed by the successful proposer, as indicated in the attached contract form. Any open terms in the attached contract will be completed based upon District negotiation and awardee's proposal. Submittal of a proposal indicates a proposer's intent to execute the attached contract terms and be bound thereby.

**Section XI  
Contact Information**

Direct all inquiries regarding the Project and this RFP to:

Assistant Chief Mike Corless  
Aurora Fire District  
21390 Main St NE.  
Aurora, OR 97002  
(503) 678-5966  
mcorless@aurorafire.org

**Section XII  
Appendices**

The following appendices are included in this RFP:

Appendix A: Architectural Services Contract

**Aurora Fire District is an Equal Opportunity/Affirmative  
Action Employer Women, Minorities and Disabled**

**Persons are encouraged to apply**

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

**AURORA FIRE DISTRICT**  
**ARCHITECTURAL SERVICES CONTRACT**

This Contract is by and between the Aurora Fire District (“District”) and \_\_\_\_\_ (“Architect”) for the performance of architectural services for District.

**A. RECITALS**

District is in need of retaining the services of a qualified architect to design and oversee construction of our new station site which will include, Modular Station placement, site design, well and septic placement, landscaping as required by AHJ. Architect may also be asked to design and oversee construction of District training facilities, and Fire Station remodel.

On \_\_\_\_\_, 2023, the District awarded this contract to \_\_\_\_\_, based upon its proposal dated \_\_\_\_\_, 2023.

**B. CONTRACT EXHIBITS**

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

- Exhibit A – Scope of Work
- Exhibit B – Oregon Personal Services Public Contracting Code Requirements
- Exhibit C – District’s Request for Proposals for Architectural Services
- Exhibit D – Architect’s Proposal and Schedule of Rates and Charges

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

**C. CONTRACT**

**1. Term**

This Contract shall commence upon execution, and continue through final completion of the Project, but no later than November, 2023, unless extended for additional work pursuant to the terms of this Contract.

**2. Scope of Work**

Architect shall provide all or any subset of services and deliver all or any subset materials as requested by the District and as specified in the attached Exhibits A, C and D, which are hereby incorporated into this Contract by this reference, and as may be described by future addenda to this Contract. This Contract is for

architectural services for site design. The District reserves the right to continue to use Architect for subsequent phases of this Project or to issue a new RFP for architectural services, at the District's sole discretion.

### **3. Compensation**

- 3.1 Compensation. Architect will be paid by District on a time and materials basis, for work actually completed and invoiced as described in this section. Architect shall complete its scope of work as defined in Exhibit A for up to a total not to exceed amount, including reimbursable expenses, of (\$ ). This maximum contract amount shall function as a limit on District contract payments. Architect will not be entitled to receive as payment from District the difference between amounts invoiced for work completed and the maximum Contract amount provided in this section, if any.
- 3.2 Invoices. Payments shall be based upon monthly invoices which Architect shall submit to the District, detailing the previous months' fees, costs and percentage of the Project completed at that time. Upon request, Architect will provide the District representative with documents, records, and draft plans evidencing the progress made on the Project to date. Architect shall send invoices to District's representative at District's address set forth in Section 5. In the event of non-payment due to a fee dispute between the parties, Architect shall continue to provide Contract services to District.
- 3.3 Payments. Payments shall be based upon monthly invoices which Architect shall submit to the District, detailing the previous months' fees, costs and percentage of the Project completed at that time. Upon request, Architect will provide the District representative with documents, records, and draft plans evidencing the progress made on the Project to date. Architect shall send invoices to District's representative at District's address set forth in Section 5. In the event of non-payment due to a fee dispute between the parties, Architect shall continue to provide Contract services to District.
- 3.4 Reimbursable Expenses. Reimbursable expenses shall be itemized and include expenses reasonably incurred in the interest of the Project for: 1) Long distance communications; 2) Reproductions, presentations and work session handouts or other materials; 3) Postage and handling of documents; 4) Travel expenses; and 5) Expense of overtime work requiring higher than regular rates, if authorized by District.

### **4. Contractor Is an Independent Contractor**

Architect shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While District reserves the right to set various schedules and evaluate

the quality of Architect's completed work, District cannot and will not control the means and manner of Architect's performance. Architect is responsible for determining the appropriate means and manner of performing work. Architect is responsible for all federal and state taxes applicable to compensation and payment paid to Architect under the Contract and will not have any amounts withheld by District to cover Architect's tax obligations. Architect is not eligible for any District fringe benefit plans.

**5. Notices**

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

District:           Assistant Chief Mike Corless  
                          Aurora Fire District  
                          21390 Main St NE  
                          Aurora, OR 97002  
                          (503) 678-5966  
                          mcorless@aurorafire.org

Architect:       \_\_\_\_\_

                          \_\_\_\_\_

                          \_\_\_\_\_

                          \_\_\_\_\_

                          \_\_\_\_\_

**6. Indemnification**

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

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

Architect's indemnification obligations under this Section 6 shall survive the expiration or earlier termination of this agreement.

## 7. Insurance Requirements

7.1 During the term of this Contract, Architect shall maintain, at its own expense, the following types of insurance in the following amounts:

- a. Comprehensive general liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards):

\$2,000,000 – each occurrence (bodily injury)

\$2,000,000 – general aggregate

\$1,000,000 – property damage, contractual, etc.

\$2,000,000 – umbrella liability coverage

Coverage shall also include contractual liability coverage for the indemnity provided under this contract.

(Proof of coverage will be attached to this contract).

- b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence. (Proof of coverage will be attached to this contract)
- c. Errors and Omissions insurance covering Architect's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of six (6) years after final completion (Proof of coverage will be attached to this contract).
- d. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.

7.2 Except as required in 7.1(c) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.



- 7.3 Policies shall provide that District, its council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and a waiver of subrogation against them shall be obtained for all coverages.
- 7.4 All coverages under Section 7.1 shall be primary over any insurance District may carry on its own.
- 7.5 District shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract if the loss, damage or destruction is due to District's negligence or fault.
- 7.6 All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to District and that are qualified to do business in the state of Oregon.
- 7.7 Architect shall furnish District with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by District, Architect shall furnish District with executed copies of such policies of insurance. Architect shall furnish District with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

## **8. Workers' Compensation**

- 8.1 Architect, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 Architect warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Architect shall indemnify District for any liability incurred by District as a result of Architect's breach of the warranty under this paragraph.

## **9. Hours of Employment**

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

## **10. Assignment**

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

## **11. Labor and Material**

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

## **12. Ownership of Work and Documents**

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

## **13. Termination or Suspension for Convenience**

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, District may terminate or suspend all or part of this Contract upon determining that such action is in the best interest of District by giving seven (7) days' prior written notice, without waiving any claims or remedies it may have against Architect. Upon termination under this paragraph, Architect shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) District has against Architect. Pursuant to this paragraph, Architect shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Architect. District shall not be liable for any costs invoiced later than thirty (30) days after termination unless Architect can show good cause beyond its control for the delay.

#### **14. Termination or Suspension for Cause**

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

- 14.1 If District funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 14.3 If any license or certificate required by law or regulation to be held by Architect to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

#### **15. Termination for Default**

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

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

#### **16. Remedies**

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

- 16.1 Any suspension of performance under Sections 13 or 14 of this Contract constitutes a temporary stoppage of performance of the Contract and does not constitute a termination of the Contract under those Sections. In

the event that the condition(s) causing the suspension are rectified and suspension is no longer required, the Parties will take all actions necessary to reactivate performance of the Contract within seven (7) calendar days from written notice to resume. In the event that the District determines that the conditions causing suspension of the Contract are not likely to be rectified in a reasonable amount of time, the District retains the right to terminate this Contract, pursuant to Sections 13 or 14. In the event of a suspension of performance pursuant to Sections 13 or 14, Architect agrees to remain contractually obligated to perform the Services under this Contract for the same compensation set forth in Section 3, "Compensation," of this Contract until project completion. If the Contract is reactivated and Architect is required to perform under this Contract beyond this date or such other time period agreed to by the Parties, the Parties may negotiate updated hourly rates for Architect and any Consultants and amend this Contract accordingly.

- 16.2 If terminated under paragraph 15 by District due to a breach by Architect, District may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Architect shall pay to District the amount of the reasonable excess.
- 16.3 In addition to the above remedies for a breach by Architect, District also shall be entitled to any other equitable and legal remedies that are available.
- 16.4 If District breaches this Contract, Architect's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Architect is entitled.
- 16.5 District shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 16.6 Upon receiving a notice of termination, and except as otherwise directed in writing by District, Architect shall immediately cease all activities related to the services and work under this Contract. As directed by District, Architect shall, upon termination, deliver to District all then existing work product that, if the Contract had been completed, would be required to be delivered to District.

## **17. Nondiscrimination**

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

**18. Governing Law; Jurisdiction; Venue**

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between District and Architect that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. ARCHITECT BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of District's protections under the Oregon Tort Claims Act.

**19. Compliance with Laws and Regulations**

Architect shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Architect expressly agrees to comply with: (i) ORS 659.425; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) District's performance under this Contract is conditioned upon Architect's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Architect, its subconsultants, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Architect shall adhere to all safety standards and regulations established by District for work performed on its premises or under its auspices.

**20. Experience, Capabilities and Resources**

By execution of this Contract, Architect agrees that:

- 20.1 Architect is an experienced architectural firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract and to design or administer any work within the scope and complexity contemplated by this Contract.
- 20.2 Architect has the capabilities and resources necessary to perform the obligations of this Contract.
- 20.3 Architect is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings, specifications, and other

documents prepared by Architect shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

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

## **21. Drawings, Specifications and Other Documents**

Architect hereby agrees that it will, in a manner consistent with its standard of care defined in above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility. As used in this Section 21:

- 1) "structurally sounds" means that the facility has been designed and engineered to meet the minimum code standard required of this project by the authority having jurisdiction; and
- 2) "complete and properly functioning facility" means that the facility has been designed, utilizing the Standard of Care, to meet industry standards for similar facilities in a similar location.

## **22. Errors and Omissions**

Architect shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Architect shall correct at no additional cost to District any and all such errors and omissions in the drawings, specifications, and other documents prepared by Architect or its subconsultants. Architect further agrees to assist District in resolving problems relating to any project designs or specified materials. Architect's warranties and obligations under Sections 20 -22 of this agreement shall survive the expiration or earlier termination of this agreement.

## **23. Contract Performance**

Architect shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Architect shall not be liable for delays that are beyond Architect's control. Contract expiration shall not extinguish,

prejudice, or limit either party's right to enforce this Contract with respect to any breach of Architect's warranties or a default or defect in performance by Architect that has not been cured. Architect agrees that time is of the essence under this Contract.

## **24. Access to Records**

For not less than five (5) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, District, and its duly authorized representatives shall have access to Architect's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Architect shall retain all pertinent records for not less than five (5) years or until all litigation is resolved, whichever is longer. Architect shall provide full access to these records to District, and its duly authorized representatives in preparation for and during litigation.

## **25. Representations and Warranties**

25.1 Architect represents and warrants to District that:

25.1.1 Architect has the power and authority to enter into and perform this Contract;

25.2.2 When executed and delivered, this Contract shall be a valid and binding obligation of Architect enforceable in accordance with its terms;

25.3.3 Architect shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent; and

25.4.4 The services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

25.2 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

## **26. District Obligations**

26.1 District shall provide full information in a timely manner regarding requirements for and limitations on projects and work tasks. With regard to subcontractor liens, District shall furnish to Architect, within fifteen (15)

days after receipt of a written request, information necessary and relevant for Architect to evaluate, give notice of, or enforce lien.

- 26.2 District shall establish and update, if necessary, overall project budgets, including Architecture and construction costs.
- 26.3 District shall furnish the services of consultants, including geotechnical architects, when such services are requested by Architect, reasonably required by the scope of a project, and agreed to by District.
- 26.4 District shall furnish all testing as required by law or the contract documents.
- 26.5 District shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the District's needs and interests, after Architect has performed requisite project management and oversight duties.
- 26.6 District shall provide prompt written notice to Architect if District becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Architect's design or performance under the contract.
- 26.7 District shall pay Architect in accordance with paragraph 3 and Exhibit C of this Contract, upon receipt of Architect's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.
- 26.8 District shall report the total amount of all payments to Architect, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 26.9 District shall guarantee access to, and make all provisions for Architect to enter upon public and private property necessary for performance of the Scope of Work over which District exercises control.
- 26.10 Extra work or work on contingency tasks is not permitted unless authorized by the District in writing. Failure of Architect to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Agreement price or Agreement time.

## **27. Arbitration**

- 27.1 All claims, disputes, and other matters in question between the District and Architect arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final



payment, may be decided by binding arbitration in District's sole discretion, in accordance with Uniform Oregon Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Marion County Circuit Court will establish rules to govern the arbitration. The District shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.

- 27.2 A claim by Architect arising out of, or relating to this Contract must be made in writing and delivered to the Fire Chief not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the Fire Chief within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the Fire Chief will be considered by the Board of Directors at the Board's next regularly scheduled meeting. At that meeting the Board will render a written decision approving or denying the claim. If the claim is denied by the Board, the Architect may file a written request for arbitration with the Fire Chief. No demand for arbitration shall be effective until the Board of Directors has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the Board of Directors has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the Board's decision being binding upon the District and Architect.
- 27.3 Notice of demand for arbitration shall be filed in writing with the other party to the agreement. The demand for arbitration shall be made within the 30-day period specified above. The District, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Architect to proceed through the courts for relief. If arbitration is allowed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and the award will not be subject to modifications or appeal except to the extent permitted by Oregon law.

## **28. Joinder**

Notwithstanding any contrary language in other documents or agreements related to services provided by Architect pursuant to this Contract, including contracts for construction services, either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact arising out of or related to this Contract and whose presence is required if complete relief is to be accorded. This paragraph applies to any and all claims, disputes, and other matters arising out of, or relating to this Contract, including

but not limited those claims, disputes, and other matters subject to litigation or arbitration.

**29. Attorney Fees**

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

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

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

**31. Limitation of Liabilities**

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

**32. Foreign Contractor**

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

**33. Confidentiality**

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

**34. Force Majeure**

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

**35. Waivers**

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

**36. Severability**

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

**37. Headings**

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

**38. Integration and Modification**

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

**39. Authority**

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

**40. Certificate of Compliance with Oregon Tax Laws**

By executing this Contract, Architect certifies under penalty of perjury that Architect is, to the best of Architect's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

AURORA FIRE DISTRICT

By: _____	By: _____
Joshua L Williams	Authorized Signature
Fire Chief	Title: _____
Date: _____	Date: _____

## **Exhibit A**

### **Scope of Work**

#### **SERVICES AND RESPONSIBILITY OF ARCHITECT**

A. Services shall be provided pursuant to District work task requests or as otherwise requested by District in writing. When authorized by District, the specific services which the Architect shall furnish will generally consist of, but not be limited to, the following itemized services:

**a. Design**

- i. Site analysis to accommodate the District's new modular Fire Station
- ii. Design plans and specifications for site work. This includes electrical, septic, well and other utilities as specified
- iii. Design plans for future Training Tower
- iv. Submit plans and specifications Marion County, and other affected agencies, and obtain all required permits as requested.
- v. Design will include the following:
  1. Any additional information as needed or required by the authorities having jurisdiction.

**b. Construction Bidding**

- i. Draft construction bids and contract documents for each facility, and conduct separate solicitations for each.
- ii. Provide assistance to District during the bidding phase, including responding to questions from contractors during the bidding process, production of addenda to the bid documents, and review of substitution requests for product suppliers.

- iii. Assist with any Grant contract requirements as requested by the District

**c. Construction Services**

- i. Construction oversight for site work, including:
  - 1. Review of contractor's submittals, shop drawings.
  - 2. Responding to contractor's requests for clarification.
  - 3. Reviewing and processing change orders.
  - 4. Periodic site visits and attendance at occasional meetings.

## **Exhibit B**

### **Oregon Public Contracting Requirements**

#### **PUBLIC CONTRACTING CODE REQUIREMENTS For ORS 279C Personal Service Contract**

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the Work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the Contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Contractor shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G).
6. Pursuant to ORS 279C.520(2), the Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

7. Contractor shall ensure Owner's compliance with all applicable provisions of ORS 279C.527 and OAR Chapter 330 Division 135 regarding green energy technology requirements for new or major renovations of public buildings costing over \$5,000,000.
8. Pursuant to ORS 279C.530(2), all employers, including Contractor, that employ subject workers who work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
9. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
10. The Contract may be canceled at the election of District for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
11. Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors.
12. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
13. In the performance of this Contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.
14. Pursuant to Oregon Administrative Rule 137-049-0880, the District may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.
15. The following notice is applicable to Work involving excavation.  
"ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987."



**Exhibit C**

**District's Request for Proposals for Architectural Services**

**Exhibit D**

**Architect's Proposal and Schedule of Rates and Charges**