

RFP ATTACHMENT: AX

DESCHUTES PUBLIC LIBRARY ARCHITECTURAL SERVICES CONTRACT

NO. XX-XX-XX

This ARCHITECT'S CONTRACT (the "Contract") is made between

the Architect:

Vendor Name

Address

Address

Telephone

Email

and the Owner:

Deschutes Public Library

507 NW Wall Street

Bend, OR 97703

Phone: (541) 312-1021

Fax: (541) 389-2982

Todd Dunkelberg, Director

Email: toddd@deschuteslibrary.org

(Architect and Owner are referred to collectively as the "Parties" and each as a "Party".)

A. RECITALS

WHEREAS, the Owner desires to have the assistance of Architect to provide all professional Services for the Project; and

WHEREAS, the Architect, with the aid of certain consultants (the "Consultants"), is willing and able to perform such professional Services in connection with the Project;

B. CONTRACT EXHIBITS

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

Exhibit 1 Schedule of key Personnel

Exhibit 2 Schedule of Hourly Rates

Exhibit 3 Master Development Schedule

Exhibit 4 Not Used

Exhibit 5 Schedule of Values

Exhibit 6 Project Cash flow Analysis

Exhibit 7 Change Order Form

Exhibit 8 Form Application for Payment

Exhibit 9 Clarification, Exclusions and Assumptions.

Exhibit 10 Oregon DEQ Toxics Focus List

Exhibit 11 ORS 279C Personal Service Public Contracting Code Requirements

In the event of a conflict between this Contract and its exhibits, the terms of this Contract shall prevail, followed by Exhibits: 11, 9, 3, 5, 1, 2, 6, 7, 8, 10, 12 in that order.

C. CONTRACT

NOW, THEREFORE, Owner and Architect, for the considerations hereinafter named, agree as follows:

PROJECT PHILOSOPHY: The Architect shall perform professional services for the design of the Project to obtain the greatest long-term value for Deschutes Public Library and its users, and to result in the prudent expenditure of public funds within the constraints of the Project program, context, and budget. In pursuing these goals, Architect, with Owner's or Owner Representative's assistance, shall:

- A. Perform Services which are appropriate for the context of the Project and the nature of its function, both present and future.
- B. Avoid expenditures for aesthetic effect which are disproportionate when compared to the additional benefit to the Project as a whole.
- C. Help assure the Project is completed on time and within budget.
- D. Strive to reduce the construction cost of the Project while keeping life-cycle costs low.
- E. Apprise Owner throughout the Project concerning the economic impact of all design decisions.
- F. Document all Project requirements and verify, to Owner's satisfaction, that requirements are included in the Construction Documents. At no time anywhere in the construction documents will the terminology "by others" appear or be used.
- G. Reduce the number of toxic chemicals used on the Project in specified products, such as those indicated on the Oregon DEQ Toxics Focus List, attached hereto as Exhibit 10, using best practices.
- H. Assist DPL in forming district Facility Standards and Guidelines for the Buildings and systems considering Sustainability best Practices. These when completed will be DPL Construction Standards.
- I. Building decisions must consider the full life of materials. The review must include life-cycle assessment and life-cycle cost factors. The level of analysis should match the size of the project or decision. Prepare a holistic energy use plan demonstrating a life cycle costs and impacts of proposed systems sufficient for Deschutes Public Library analysis of the Project.
- J. As required to the satisfaction of the Owner provide all documentation necessary to incorporate appropriate green energy technology in the Project that meets the requirements of ORS 279C.527 and 279C.528 and the State of Oregon Department of Energy.

1. RELATIONSHIP BETWEEN THE PARTIES.

A. Scope of Project. The Parties understand and agree that, for purposes of this Contract, the scope of the Project includes the following:

Architect will work collaboratively with the Owner's Representative(s), Project user group(s), Construction Manager/General Contractor (the "CM/GC") and Owner, utilizing the Owner-generated Project Description: **Conceptual Design for Future Libraries Final Report dated July 2020**. The report contains 4 Work Packages described as:

1. **The Central Library** will be constructed on an undeveloped 12-acre parcel at Highway 20 and Robal Road in Bend, Oregon. The planned Central Library will serve all of Deschutes County, including a state-of-the-art learning center for children, flexible gathering spaces for a variety of purposes from business meetings/collaboration to study rooms for students to DIY activities, a technology hub and a performance and art space. It will also house the material handling and

administrative components for the entire Library system. Project scope will include site development, coordination with ODOT for new street construction, a bike path, a possible maintenance facility and overflow parking lot with pedestrian access across Robal Road, and a possible café vendor.

2. **The Redmond Library** will be reinvented in its current downtown location as a vibrant library for growing community needs. The new library will serve as a primary location for children exploration and discovery in Redmond and will provide expanded programming and classes in flexible and multi-use spaces for all ages. Project scope will include the analysis and possible demolition of the current facility built in 1929, site development for connection to existing downtown infrastructure, and a possible café vendor
 3. **The Downtown Bend Library** will be renovated to recapture staff space for public uses, increase choice and capacity for individual and group seating and work, revitalize the children's library for improved early learning and discovery, and address core, shell, MEP and site maintenance needs.
 4. **Branch Renovations at Sunriver, Sisters, La Pine and East Bend** will expand visibility and orientation from lobby, enhance browsability, and increase the variety of studying, meeting, and creative collaboration spaces. No current work is planned for the leased East Bend facility, but technology and system upgrades to match other branch renovations will be considered as funds are available. The roof at the Sisters branch will need replacement prior to the upcoming winter season.
- B. Scope of Services.** The Parties understand and agree that, for purposes of this Contract, the scope of Services to be performed under this Agreement includes the following: Programming, Schematic Design, Design Development, Construction Documents, Bidding, Construction Administration, and Post-construction Services as more particularly described in **Section 7** below.
- C. Master Development Schedule.** The Parties agree that this Contract shall be performed according to the **Master Development Schedule: See Exhibit #3**
- D. Effective Date.** This Contract is effective on the date it has been signed by every Party hereto and all necessary Deschutes Public Library ("Owner") approvals have been obtained (the "Effective Date"). No services shall be performed or payment made prior to the Effective Date.
- E. Defined Terms.** In addition to any terms defined elsewhere in the body of this Contract, certain terms that are capitalized and/or set forth in bold letters throughout the Contract are defined as follows:
- "**Additional Services**" means additional services beyond the scope of the Basic Services and Supplemental Services described in **Section 7, "Architect's Services,"** based on hourly rates for Architect personnel or Consultants, plus Reimbursable Expenses, in accordance with an agreed-upon schedule of charges, and performed by the Architect after the Owner has given prior written authorization to proceed with performance of the Services and the Parties have executed an amendment or supplement to this Contract, as more particularly described in **Section 8, "Additional Services,"** of this Contract.
- "**Basic Services**" are those Services generally described in **Section 7, "Architect's Services,"** of this Contract, as well as such additional Basic Services as may be established by amendment.
- "**Bidding Phase**" means the Services described in **Section 7(A.6)** below together with such additional Services as directed by the Owner.
- "**Construction Administration Phase**" means the Services described in **Section 7(A.7)** below together with such Additional Services as directed by the Owner.
- "**Construction Contract**" is defined as the contract entered into between the Owner and the

CM/GC to provide all Work necessary to construct the Project, including the original base contract for construction of the Project, the Deschutes Public Library General Conditions For CM/GC Contracts, any supplemental general conditions to the Construction Contract, any amendments to the Construction Contract, the CM/GC's performance bond and payment bond, the plans, specifications, approved shop drawings, all approved change orders, any solicitation documents, and the accepted offer by a successful proposer in connection to any such solicitation documents.

"Construction Documents Phase" means the Services described in **Section 7(A.4)** below together with such Additional Services as directed by the Owner.

"Construction Manager/General Contractor" or "CM/GC" means the firm that will perform both construction management and construction services for the Project. The terms CM/GC and Contractor are interchangeable herein.

"Contract Documents" include the Construction Contract, any general conditions and supplementary general conditions to the Construction Contract, any amendments to the Construction Contract, the CM/GC's performance bond, the plans, specifications, approved shop drawings, all approved change orders, any solicitation documents, and the accepted offer by a successful proposer in connection to any such solicitation documents.

"Contractor" or "CM/GC" is defined as the general contractor that is awarded the contract to construct the Project.

"Design Development Phase" means the Services described in **Section 7(A.3)** below together with such Additional Services as directed by the Owner.

"Direct Construction Cost" means the cost to Owner of all divisions of construction, including portable equipment only if designed or specified by Architect for inclusion in the construction specifications. The Direct Construction Cost will not exceed the Guaranteed Maximum Price (the "GMP") established for the Project.

"Owner's Representative" deChase Miksis Development is the person, team or company who represents the owner of the Work Packages and associated projects.

"Project Plan Check and Permitting" the whole of the process in which the Work Packages and associated projects are permitted in their entirety, described in **Section 7(A.5)**.

"Post-construction Phase" means the Services described in **Section 7(A.9)** below together with such Additional Services as directed by the Owner.

"Programming Phase " means the Services described in **Section 7(A.1)** below together with such Additional Services as directed by the Owner.

"Project" means the entirety of all the Work and all subsequent Work Packages.

"Schematic Design Phase" means the Services described in **Section 7(A.2)** below together with such Additional Services as directed by the Owner.

"Reimbursable Expenses" are those expenses described in **Section 3B** of this Contract.

"Services" are all those services to be performed by Architect under the terms of this Contract.

"Work" is defined as the furnishing of all materials, labor, equipment, transportation, services, and incidentals for the construction of the Project by the Contractor or Construction Manager/General Contractor that is eventually awarded the Construction Contract for the Project.

"Work Package" The collection of similar tasks which are bundled together to create a deliverable within a larger scope of work. For the Deschutes Public Library there will be Four (4) Work Packages: 1-The Central Library, 2-The Redmond Library, 3- The Downtown Bend Library, 4-Branch Renovations at Sunriver, Sisters, La Pine and East Bend.

F. Directives of Performance of the Services.

1. Architect agrees to provide, with the assistance of the Consultants, the professional Services more particularly described in **Section 7, "Architect's Services,"** below for this Project.
2. The Architect shall provide a schedule for the performance of the Services upon execution of this Contract. **The Architect agrees that time is of the essence in the performance of this Contract.**
3. The estimated Direct Construction Cost of each Work

Package is currently estimated as follows:

Work Package 1-The Central Library \$ 81,531,900.00

Work Package 2-The Redmond Library \$ 34,240,600.00

Work Package 3-The Downtown Bend Library \$ 14,796,000.00

Work Package 4-The Branch Renovations \$ 4,221,000.00

4. Architect agrees to fully cooperate with Owner to meet all Four (4) Work Package budgets. Owner understand that Architect, in providing opinions of probable construction cost and working collaboratively with the Owner's independent cost estimator and the CM/GC to establish the GMP, has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Owner's independent cost estimator and the CM/GC's method of pricing, and that Architect's opinions of probable construction costs and the GMP are made on the basis of Architect's professional judgment and experience. Architect makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from Architect's opinion of the probable construction cost. In the event the Architect's opinion of probable construction cost and the estimated GMP exceeds the budget for the Project listed in **subsection 3** above by any amount during the design or construction phases, or in the event the bids or negotiated GMP for the work exceed the budget for the Project listed earlier in this Section by more than 10 percent, Architect, upon notice from Owner and prior to the award of the Construction Contract, agrees to modify, at Architect's sole expense, Architect's Schematic Design documents, Design Development documents or Construction Documents (or with owners approval those portions of those documents where opinions of probable construction costs or negotiated GMP exceeded the budget or stipulated percentage). This redesign effort shall constitute Architect's sole responsibility in collaboration with the Owner's independent cost estimator and the CM/GC with respect to its opinions of probable construction cost and the GMP, and Architect agrees to cooperate with Owner in revising the Project scope and quality in order to reduce the opinion of probable construction cost, or the bids or negotiated GMP, so that they do not exceed the Project budget.

5. As part of the design services authorized under this Contract, the Architect shall provide design services coordinated with and supporting an analysis of the building energy use through efficient implementation strategies for cost effective energy conservation measures (the "ECMS") at the Project, and all other design services related to energy-efficient design, as more particularly described in **Section 7** of this Contract.

6. Architect shall provide all Services for the Project in accordance with the terms and conditions of this Contract. Architect's performance of Services shall be as a professional Architect to Owner to perform the Services necessary for the Project, and to provide the technical documents and supervision required to achieve a complete and functional project meeting the Owner's objectives.

7. In administering this Contract, the Owner will employ the services of an Owner's Representative and other consultants as needed to fulfill the Owner's objectives. The Architect agrees to work with and through the Owner's Representative, unless directed in writing by Owner to the contrary.

8. Architect agrees to utilize the Architect's and Consultants' key personnel identified on the attached **Exhibit 1** in the performance of the Services for the Project. In addition to the full names, titles/positions and a summary of the duties and Services to be performed by the Architect's and Consultants' key personnel that are included in the attached **Exhibit 1**, the Architect agrees to promptly provide such additional information on the professional background of each of the assigned personnel and Consultants as may be requested by the Owner. The Architect acknowledges that the Owner's award of this Contract to the Architect was made on the basis of the unique background and abilities of the Architect's and Consultant's key personnel originally identified in the Architect's RFP proposal or cost proposal. Therefore, the Architect specifically understands and agrees that any attempted substitution or replacement of an Architect's and Consultant's key person by the Architect, without the written consent of the Owner, shall constitute

a material breach of this Contract. In the event that key personnel or Consultants become unavailable to the Architect at any time, Architect shall replace the key personnel and Consultants with personnel or Consultants having substantially equivalent or better qualifications than the key personnel or Consultants being replaced, as confirmed and approved by Owner. Likewise, the Architect shall remove any individual or Consultant from the Project if so directed by Owner in writing following discussion with the Architect, provided that Architect shall have a reasonable time period within which to find a suitable replacement. **The Architect represents and warrants that the Architect's and Consultant's key personnel identified on the attached Exhibit 1 are fully licensed to perform the particular Services assigned to them on the Project.**

9. Architect shall make no use nor permit its Consultants to use undefined terms such as "by others" or the like in the construction documents at any time.

10. Architect shall make no news release, press release or statement to a member of the news media regarding this Project without prior written authorization from Owner.

G. Suspension of Contract by Owner. The Parties understand and agree that the Owner may suspend the Parties' performance of this Contract in the event any of the following circumstances arise:

1. Owner fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Architect's Services. If suspended for this reason, the Contract may be modified to reflect the adjustment of funds;

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

3. Architect, or one of Architect's Consultants currently performing Services, no longer holds any license or certificate that is required to perform the Services; and

4. The public interest otherwise requires suspension of performance of the Contract, as reasonably determined by the Owner.

Any suspension of performance under this provision constitutes a temporary stoppage of performance of the Contract and does not constitute a termination of the Contract pursuant to **Section 18, "Termination of Contract; Non-availability of Funds,"** of this Contract. In the event that the condition(s) causing the suspension have been rectified and suspension is no longer required, the Parties will take all actions necessary to reactivate performance of the Contract within 7 Calendar days from written notice to resume. In the event that the Owner determines that the conditions causing suspension of the Contract are not likely to be rectified in a reasonable amount of time, the Owner retains the right to terminate this Contract, pursuant to **Section**

18. In the event of a suspension of performance pursuant to this Section of the Contract, the Architect agrees to remain contractually obligated to perform the Services under this Contract for the same Fixed Fee and hourly rates set forth in **Section 3.C., "Compensation/Additional Services,"** of this Contract until

February 28th, 2025. If the Contract is reactivated and the Architect is required to perform Services beyond this date or such other time period agreed to by the Parties, the Parties may negotiate updated hourly rates for the Architect and any Consultants and amend this Contract accordingly.

2. ARCHITECT'S STANDARD OF CARE; REPRESENTATIONS AND WARRANTIES.

A. Standard of Care. By execution of this Contract, the Architect agrees that Architect and any other persons or entities for whom Architect is responsible shall exercise a high degree of care, diligence, skill and judgment in the rendition of all services, which shall be no less than that exercised by Consultants of similar reputation performing work for projects of a size, scope and complexity similar to the work for which the Architect is retained.

B. Performance Requirements. By execution of this Contract, the Architect specifically agrees to perform the Services in accordance with the following requirements:

1. All plans, drawings, specifications, and other documents prepared by the Architect shall accurately reflect, incorporate and comply with all applicable statutes, rules, regulations, ordinances, AHJs and other laws which are applicable to the design and construction of the Project,

and shall be complete and functional for the purposes intended (except as to any deficiencies which are due to causes beyond the control of Architect);

2. All plans, drawings, specifications, and other documents prepared by the Architect pursuant to this Contract shall accurately reflect existing conditions for the scope of the Services to be performed;

3. The Project, if constructed in accordance with the intent established by such plans, drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended;

4. The Architect shall be responsible for any negligent inconsistencies or omissions in the plans, drawings, specifications, and other documents. It shall be the responsibility of Architect throughout the period of performance under this Contract to use due care and perform with professional competence. Architect will, at no additional cost to Owner, correct any and all errors and omissions in the plans, drawings, specifications, and other documents prepared by Architect. Except as provided in **Section 8, "Additional Services,"** of this Contract and at no additional cost, Architect further agrees to render assistance to Owner in resolving other problems relating to the design of, or specified materials used in, the Project;

5. The Owner's review or acceptance of documents, or authorization to continue to the next phase of design, bidding process participation, or construction administration, shall not be deemed as approval of the adequacy of the plans, drawings, specifications, or other documents. Any review or acceptance by the Owner will not relieve the Architect of any responsibility for complying with the standard of care set forth herein. The Architect is responsible for all Services to be performed under this Contract, and agrees that it will be liable for all its negligent acts, errors, or omissions, if any, relative to the Services; and

6. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided.

C. Architect's Representations and Warranties. Architect represents and warrants to Owner that:

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

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

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;

4. The Architect is an experienced architecture firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Contract and to design or administer a project having this scope and complexity;

5. The Architect has the capabilities and resources necessary to perform the obligations of this Contract; and

6. The Architect either is, or in a manner consistent with the standard of care set forth in this Contract will become, familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project.

7. The Architect's lead personnel of each Work Package or Building will be available to support the Contract administrator during the entirety of the associated construction phase to preserve the knowledge base.

3. COMPENSATION. The maximum, not-to-exceed, total amount payable under this Contract is \$ _____ (the "Maximum Compensation"), for the combination of Basic Services and reimbursable Expenses. See Exhibit 5. The Maximum Compensation cannot be increased without a fully executed and approved amendment or supplement to this Contract. Architect will be paid by Owner primarily on a lump sum basis, with progress payments made according to the provisions and schedule set forth in Section 4, "Payments," of this Contract. The Maximum Compensation is more particularly described as follows:

A. Basic Services: The Architect shall perform the Basic Services, directly or through the Consultants, for the fixed fee of \$ _____. **See Exhibit 5**

B. Reimbursable Expenses: The Owner shall reimburse the Architect for any allowable Reimbursable Expenses, up to a maximum amount of. \$ _____ **See Exhibit 5**

Reimbursable expenses for the Project mean actual direct expenditures (without overhead, fee, markup or profit) made by Architect and the Consultants in the interest of the Project for the following items: reproductions, postage and handling of plans, drawings, specifications, and other documents (excluding reproductions for the office use of Architect and the Consultants); mileage and travel expenses more particularly described below; data processing and photographic production techniques; and renderings, models and mock-ups requested by Owner. The Reimbursable Expenses will be reimbursed at cost, except travel expenses. Charges for travel expenses will be reimbursed at cost, but not more than the rate allowed State of Oregon employees. Travel expenses are only reimbursable when services are rendered in excess of 30 miles on-way from Architect's or Consultant's office. As of the date of this Contract and based on U.S. General Services Administration Fiscal Year 2021 Per Diem Rates for Bend, Oregon and IRS Mileage rates Fiscal Year 2021. These rates will be adjusted annually with the GSA and IRS updates.

These rates are as follows:

Airfare (coach class only) and car rental:	At cost.
Personal car mileage:	\$0.56 per mile.
Lodging:	\$115 per night (excluding tax).
Meals: (reimbursable only when associated with overnight travel) (documentation not required)	\$61 (breakfast \$14/lunch \$16/dinner \$26).
Printing, photography, and other allowable direct expenses (no markup or overhead):	At cost.

Architect must retain documentation of actual expenditures when requesting reimbursement of allowable expenses, except meals. No documentation of Reimbursable Expenses is required at time of invoice, although Owner reserves the right to audit at any time (see **Section 25, "Access to Records,"** below).

Additional Services: Owner will compensate the Architect for Additional Services performed by the Architect, whether directly or through its Consultants, beyond the scope of the Basic Services described in **Section 7, " Architectural Services,"** based on hourly rates as per **Exhibit 2** for Architect personnel or Consultants, plus Reimbursable Expenses, in accordance with the following schedule of charges for the duration of this Contract (except in the case of a suspension and reactivation of performance beyond the date agreed to by the Parties, as more particularly described in **Section 1.G., "Relationship Between the Parties/Suspension of Contract by Owner"**), but only when the Owner has given prior written authorization and the Parties have executed an amendment or supplement to this Contract.

The charges shall also be used to determine amounts owed Architect in the event this Contract is terminated as provided in **Section 18D(1), "Termination of Contract; Non-availability of Funds."** Any amounts so derived may not exceed the limitations for each phase as specified by **Section 4, "Payments,"** hereof.

4. PAYMENTS. Monthly progress payments shall be made by Owner upon Owner's acceptance of the Services performed and upon Owner's review and approval of invoices and required documentation. Payment shall be based upon invoices submitted by Architect for Services rendered and/or Reimbursable Expenses incurred during the preceding month. Provided, however, payments shall not exceed the maximum not-to-exceed total amounts payable set forth in **Section 3A and 3B**, which may be modified only by executed amendment(s) to this Contract.

Payment requests, invoices, and required documentation shall be submitted in the form and format stipulated by Owner See **Exhibit 8**. One copy of each invoice, together with required documentation, must be delivered to the following electronic mail address:

To be determined at a Future date.

Deschutes Public Library
507 NW Wall Street
Bend, OR 97703

Payments to the Architect will be made following the Owner's review and approval of the invoices and required documentation and acceptance of the Services performed and approval of the Reimbursable Expenses incurred. Payments to the Architect for such Services performed and invoiced will be made for each phase identified in **Section 7, "Architectural Services,"** with final payment for each phase subject to written acceptance of the phase by the Owner. The total of all payments for Basic Services shall not exceed the maximum amount set forth in **Section 3.A.** for Basic Services, and the total of all payments for Reimbursable Expenses shall not exceed the maximum amount set forth in **Section 3.B.** for Reimbursable Expenses. The total of all such payments, for Services and Reimbursable Expenses, shall not exceed the Maximum Compensation. Owner reserves the right to retain up to five percent (5%) of the compensation limit set forth in **Exhibit 5** Schedule of values for each phase, subject to Owner's acceptance of the Services and any deliverables for each phase.

No deduction shall be made from Architect's fee on account of penalty, liquidated damages, or other sums withheld from payment to the CM/GC.

5. SERVICES OF ARCHITECT'S CONSULTANTS. The Consultants shall be paid by the Architect out of the Maximum Compensation, and the Parties understand and agree that the Owner has no direct or indirect contractual obligation or other legal duty to pay the Consultants or ensure that the Architect makes full and timely payment to the Consultants for Architect services rendered on the Project. Services performed by the Architect through the Consultants shall be included on Architect invoices at the Architect's cost, without markup, at the request of the Owner. The Architect shall provide to the Owner copies of the Consultant's invoices submitted to the Architect, along with the Architect's requests for payment that are submitted to the Owner under this Contract.

6. TIME OF PERFORMANCE. This Contract shall take effect on the Effective Date and Architect shall perform its obligations according to this Contract, unless terminated or suspended, through final completion of construction and completion of all warranty work.

7. ARCHITECT'S SERVICES.

The following scope of services in the whole of section seven, Architectural Services, shall be applied to each of the Four (4) Work Packages as required.

A.1 PHASE 1 - BASIC SERVICES PROGRAMMING SERVICES

During the programming phase, the Architect shall provide those Basic Services necessary to refine programming, site related limitations and general requirements for the Project. Some of the described Services will be provided during this activity phase and some during other phases of Project design. Architect will develop and deliver to the Owner, Owner's Representative a schedule for all Work Packages by phase using Microsoft Project. Within all four (4) Work Packages and included phased Services will require the hiring of other subconsultants, their management and coordination of all works and services as required including but not limited to; ADA Consultant, Civil Engineering, Structural Engineering, Roofing-Waterproofing Consultant, Envelope Consultant, Electrical Engineering, Mechanical and Plumbing consultants, Fire & Life Safety Consultant, IT Infrastructure Consultant, Low Voltage Consultant, Lighting Consultant, Library Special Systems Consultant, Acoustic Consultant, FFE/Interior Consultant, Landscape/ Irrigation Design, Energy Analyst Consultant, Code Consultant, Color Consultant, A/V Consultant.

Architect 's Services during Phase 1 shall consist of the following:

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

A.1.02 SITE DEVELOPMENT PLANNING Services. Architect shall provide preliminary site development planning Services including, but not limited to, providing an executive summary, a building analysis, and a comparative evaluation of conceptual site development designs, based on: land utilization; structures placement; facilities development; movement systems, circulation and parking; utilities and Project description; preliminary systems descriptions; code review; master plan provisions; Owner requirements; subsurface conditions; ecological requirements; and landscape concepts.

A.1.03 NEEDS ANALYSIS Services. Architect shall gather information from Owner and Project stakeholders to identify requirements, problems, issues, expectations, concerns, as well as Project goals. The programming information shall include but is not limited to a list of spaces, their sizes, activities, hours of use, finishes, equipment, furniture and systems, and a brief narrative describing the relationship between spaces.

A.1.04 ARCHITECTURAL SPACE PLANNING Services. Architect shall provide diagrams showing functional relationships of the various program areas of each of the four (4) Work Package to the satisfaction of the Owner. Architect shall provide an efficiency analysis of the programmed space needs. Architect shall work with Owner and to establish Deschutes Public Library construction standards.

A.1.05 ON-SITE UTILITY STUDIES Services. Architect shall establish requirements and prepare initial designs for on-site utilities required for the Project.

A.1.06 OFF-SITE UTILITY STUDIES Services. Architect shall determine the requirements for Project connections to required utilities.

A.1.07 STATEMENT OF PROBABLE CONSTRUCTION COST Services. Architect shall assist Owner's Representative Team, CM/GC and/or Cost Consultant develop a probable construction cost range, +/- 20%, for the Project (the "Programming Design Phase Statement of Probable Construction Cost") based on the most recent programming information.

A.1.08 GREEN ENERGY REQUIREMENT Services. Architect shall establish criteria and design elements to incorporate appropriate green energy technology in the Project that meets the requirements of ORS 279C.527 and 279C.528 and the rules of the State of Oregon Department of Energy (1.5% for green energy technology in public building construction contracts). Building decisions must consider the full life of materials. The review must include life-cycle assessment and life-cycle cost factors. The level of analysis should match the size of the project or decision. Prepare a holistic energy use plan and a life cycle costs comparison and impacts of proposed systems sufficient for Deschutes Public Library analysis of the Project.

A.1.09 ARCHITECT'S DESIGN SCHEDULE of services for the entire project, develop a detailed

schedule for all phases indicating proposed meetings, milestones, cost estimates, review documents, bid package dates, permit application dates, and approvals in compliance with the Master Development Schedule;

A.2 PHASE 2 - BASIC SERVICES SCHEMATIC DESIGN SERVICES

In the schematic design phase of the Project for all Four (4) Work Packages, from the Owner-approved programming information, Architect shall provide those Basic Services necessary to prepare schematic design documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components (the “Schematic Design Documents”) for acceptance by Owner. Designs will be conceptual in character and based on program requirements provided by Owner. Architect’s Services during Phase 2 shall consist of the following:

- a. Identify applicable building codes, Federal ADA guidelines, administrative, and permit processing requirements as relevant.
- b. Verify, by on-site inspection unless specifically stated otherwise by the Owner, existing conditions and systems, including but not necessarily limited to architectural, structural, mechanical, plumbing and electrical systems, to confirm that these conditions and systems are of adequate condition and capacity to support the Work to be executed on the Projects.
- c.
 1. Verify existing space program with DPL and Owner User Group and expand their understanding of programmatic needs as required to inform the design process.
 2. Working with the user group and with the prospective occupants, create a program describing the functional and esthetic needs of the user group, resulting in a written document describing the space requirements, the proximity relationships, the daily and weekly scheduling relationships, the lighting, thermal comfort, technology, equipment, material handling equipment and associated ancillary requirements for a full and functioning system, electrical power, and acoustical needs of the users. For each building create a space table or spreadsheet that lists space needs by net area and increases this to a total building requirement of gross area. Include space requirements for mechanical, electrical, and plumbing systems to the extent that these can be predicted.
- d. Single-line drawings showing complete building layout, identifying the various major areas, core areas and their relationships.
- e. Identification of all proposed finishes (includes all exterior surfaces, doors and windows).
- f. Establish a schedule for the entire project, and a detailed schedule for Schematic Design indicating proposed meetings, milestones, review documents, and approvals.
- g. With the Owner, create an owner’s design criteria document that will be the basis of the design for all buildings operation and functionality including but not limited to the DPL Program, the Projects Description, Integrative Services Plan and its sub-plans, forming DPL’s base Construction Standards.
- h. Describe any proposed deviations from Programmatic report and supply information to Owner as to why these deviations are recommended. Record for distribution all deviation proposals, approvals and rejections. Continue recording into subsequent phases of design.
- i. Based on the Project Description and Program Requirements, use an integrated design process to develop, through active participation of the Project User Group (PUG) and with Owner’s Representative Team, Schematic Design studies consisting of drawings and other documents for the Owner's approval; Architect shall provide advance information [24 hr] before meetings (agendas, materials, etc., meeting minutes within 7 days after meetings, digital copies of all presentations, drawings, and meeting notes within 2 days, and/or establish project web site to make such information available to Owner.
- j. Meet with Owner’s Representative Team to discuss initial selection of major building systems, including at a minimum structure, HVAC, exterior wall assemblies, roof assemblies, Material

- handling equipment as related to the handling of books etc., staff technology and end user (public) equipment, telecommunications equipment, interior finishes, and elevators.
- k. Participate in a system analysis/value engineering session with the project team and Project User Group and Owner's Representative Team early in the Schematic Design phase to establish cost/quality targets for major project elements.
 - l. Milestones and associated budgets will be for all Phases at 100% as approved complete only by Owner's Representative or as shown in the Master Development Schedule.
 - m. File the required documents for the approval of all various Utility Providers and governmental agencies having jurisdiction (AHJ) over the Project; Owner shall pay for all required appeals and plan review fees.
 - n. Working with the Owner's designated Project User Group (PUG), outline a Sustainability Plan that reflects the requirements of the Owner's sustainable design policies as described in the Programming phase and as refined in meetings with the Owner. Including a summary of environmental values guiding the Project, environmental issues to be addressed, Project priorities and goals for each of those issues, metrics for evaluating the Project relative to those goals, and concepts for achieving the goals. Score the Project using the version of the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) identified by Owner.
 - o. Coordinate with Owner, Owner's Commissioning Agent, and Energy Analyst in the analysis of the Project, provide all documentation required for this analysis to the Owner for the Project.
 - p. Collaborate with Owner in development of Owner's Project Requirements (OPR) document to be used as guiding principles throughout design, and as the basis for commissioning services review and verification. Support and adhere to the OPR in all subsequent phases of design and construction.
 - q. Review the estimates of the probable Direct Construction Cost of the Project prepared by an independent cost estimator commissioned by the Owner and by the CM/GC. The Architect will assist the Owner in comparing and reconciling the cost estimates, and the Architect shall have the responsibility to meet the Project budget requirements, all consistent with the requirements of Section **1F(4)** above. Alter the design as necessary to bring the Project within the Direct Construction Cost budget, if needed.
 - r. With the assistance of the Owner's Representative, meet with the Project User Group during the Schematic and Design Development design phases.
 - s. With the assistance of the Owner's representative, meet with Owner during the Schematic Design phase, and no less than upon completion of the Schematic Design Phase to obtain an Approval from the Owner for the schematic design.
 - t. Record for distribution all Owner, Owner's Commissioning Agent, and Energy Analyst, and CM/GC review comments and Architect responses using an agreed tracking system. Continue to record for distribution all Owner, Owner's agents, and CM/GC review comments and Architect responses into subsequent phases of design.
 - u. When the reconciled cost estimate is in balance with the project budget, prepare one (1) 8- 1/2" x 11" (with 11" x 17" foldouts) digital copy of the draft schematic design report for Owner review, consisting at a minimum of the following elements:
 - 1. An approval / Signature section;
 - 2. Executive Summary;
 - 3. Record of Design Process. Include in the schematic design document the alternative schematic design studies, the project goals. (Include patterns reviewed, verified, and possibly modified from the Programming Document and Project Description, as well as patterns developed during the Schematic Design Phase);
 - 4. Program Summary, including a tabulation of space assignments for each activity compared to identified needs and relationship diagrams;
 - 5. Narrative Summary of the schematic design, including brief descriptions of each component (e.g., site design, structural, mechanical, and electrical systems, etc.);

6. Reduced plans, sections, and elevations (and/or photographs of models);
 7. Project schedule;
 8. Reconciled Cost estimate and summary of strategies used to balance the cost with the budget;
 9. The building code analysis, including all possible Alternative Means and Methods applications;
 10. An outline of a Sustainability Plan more particularly described above in Section 7B (8); and
 11. LEED Scorecard.
- v. Meet with the Owner, Owner's Representative, **Owner's** Project User Group and Owner's technical operations Representative Team and Owner's consultants, Facilities Management, and others as the owners require to review the draft schematic design document report; revise it as necessary to reflect Owner's desires.
 - w. Prepare modifications to the schematic design documents as may be required to obtain Owner's approval.
 - x. Provide one (1) digital pdf file of the final Schematic Design documents legible in black- and-white, format.

A.2.01 ARCHITECTURAL DESIGN/DOCUMENTATION Services. Architect shall respond to program requirements and prepare: conceptual building plans; preliminary sections and elevations; and development of approximate dimensions, areas and volumes.

A.2.02 STRUCTURAL DESIGN/DOCUMENTATION Services. Architect shall recommend basic structural materials and systems, analyses, and develop conceptual design solutions for a primary structural system and alternate structural systems. These Services shall also include the following:

- a. Structural systems layout with overall dimensions and floor elevations. Identification of structural system (pre-cast, structural steel with composite deck, structural steel with bar joists, etc.).
- b. Identification of foundation requirements (fill requirements, piles, caissons, spread footings, etc.).

A.2.03 MECHANICAL DESIGN/DOCUMENTATION Services. Architect shall consider alternate materials, systems and equipment and develop conceptual design solutions for: energy sources; energy conservation; heating and ventilating; air conditioning; plumbing; fire protection; and general space requirements necessary to allow for installation and utilization. These Services shall also include the following:

- a. Block heating, ventilating and cooling load calculations including envelope and internal loads.
- b. Minimum of two HVAC systems that appear compatible with loading conditions for subsequent life-cycle costing.
- c. Single-line drawings of all mechanical equipment spaces, duct chases and pipe chases.
- d. Location of all major equipment in allocated spaces.

A.2.04 ELECTRICAL DESIGN/DOCUMENTATION Services. Architect shall respond to program requirements, recommend basic electrical materials and systems, analyses, and develop conceptual design solutions for: lighting; electrical; security and telecommunications systems. These Services shall also include the following:

- a. An illumination plan showing estimated quantity of light from all sources and for all areas. Incorporation of daylight strategies to minimize artificial lighting. Recommendations for types and quantities of fixtures to be used.
- b. Major electrical equipment roughly scheduled indicating size and capacity.
- c. Complete preliminary one-line electrical distribution diagrams with indications of final location of service entry, switchboards, motor control centers, panels, transformers and onsite power generator.
- d. Legend showing all symbols used on drawings.

A.2.05 CIVIL AND LANDSCAPE DESIGN/DOCUMENTATION Services. Architect shall consider alternate materials and systems and develop schematic design solutions for onsite utility systems and fire protection systems.

A.2.06 MATERIALS RESEARCH/SPECIFICATIONS Services. Architect shall: identify potential architectural materials, systems and equipment, including their criteria and quality standards, which are consistent with the conceptual design; investigate availability and suitability of alternative architectural materials, systems and equipment; and coordinate similar activities of other disciplines. Architect shall include research for less toxic materials that provide safer alternatives for people and the building environment.

A.2.07 INTERIOR DESIGN Services. From the approved "Needs Analysis," Architect shall provide interior space planning based on functional relationships, code requirements, finishes, colors, systems, furniture and equipment. Architect shall integrate interior space planning with conceptual design solutions for architectural, structural, mechanical, electrical and equipment requirements in order to establish an integrated design approach for a fully functional and coordinated building environment. Architect shall obtain design input from Owner. The space plan shall include the number and location of all workstations and office layouts, loose furniture, special equipment, high density filing systems, and other rooms. Architect shall perform these Services within the constraints of the proposed furniture system, taking into account panel dimensions and standards to provide basic workstation layouts that provide block dimensions.

A.2.08 PROJECT DEVELOPMENT SCHEDULING Services. Architect shall update the **Architect's Schedule** as previously established for scope of services within the time constraints of the **Master Development Schedule in Exhibit #3**.

A.2.09 STATEMENT OF PROBABLE CONSTRUCTION COST Services. Architect shall assist Owner's Representative Team and CM/GC and/or Cost Consultant develop a probable construction cost range, +/- 20%, for the Project (the "Schematic Design Phase Statement of Probable Construction Cost") based on the most recent schematic design studies, current area, volume, or other unit costs, and expected Project contingencies and consistent with the construction cost budget.

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

A.2.11 ENERGY EFFICIENCY DESIGN Services. Architect shall provide the Services performed during phases A.1 through A.6 which are related to the preparation of holistic energy analysis to facilitate the most cost-effective facility design for the Project. These design elements will be codified into energy conservation measures (the "ECMS") and made part of the construction standards to be applied holistically across the work packages. Architect shall document the design considerations such as energy cost from local provider, air quality, operation and maintenance costs etc.

Building decisions must consider the full life of materials. The review must include life-cycle assessment and life-cycle cost factors. The level of analysis should match the size of the project or decision. Architect shall prepare a holistic energy use plan and models demonstrating a life cycle costs and impacts of proposed systems sufficient for Deschutes Public Library analysis of the Project.

A2.11.1

❖ “Cost-effective” means that an energy resource, facility or conservation measure during its life cycle results in delivered power costs to the ultimate consumer no greater than the comparable incremental cost of the least cost alternative new energy resource, facility or conservation measure. Cost comparison shall include, but need not be limited to:

- (a) Cost escalations and future availability of fuels;
- (b) Waste disposal and decommissioning costs;
- (c) Transmission and distribution costs;
- (d) Geographic, climatic and other differences in the state; and
- (e) Environmental impact.

❖ “Energy conservation measure” means a measure primarily designed to reduce the use of energy resources in a facility.

❖ “Energy consumption analysis” means the evaluation of all energy systems and components by demand and type of energy including the internal energy load imposed on a major facility by its occupants, equipment and components and the external energy load imposed on a major facility by the climatic conditions of its location. “Energy consumption analysis” includes, but is not limited to:

- (a) The comparison of a range of alternatives that is likely to include all reasonable, cost-effective energy conservation measures and alternative energy systems;
- (b) The simulation of each system over the entire range of operation of a major facility for a year’s operating period;
- (c) The evaluation of energy consumption of component equipment in each system considering the operation of such components at other than full or rated outputs; and
- (d) The consideration of alternative energy systems.

❖ “Energy savings performance contract” has the meaning given that term in ORS 279A.010.

❖ “Energy systems” means all utilities, including but not limited to heating, cooling, ventilation, lighting and the supply of domestic hot water.

A.2.12 FINE ARTS AND CRAFTS Services. Architect shall comply with the 1% for Art Program, pursuant to ORS 276.073-276.090 as it is related to acquisition of fine arts or crafts to be part of the Project and shall consult on the selection, commissioning and implementation of those fine arts or crafts.

A.2.13 GREEN ENERGY REQUIREMENT Services. Architect shall refine the green energy technology criteria and design elements consistent with the requirements of ORS 279C.527 and 279C.528 and the rules of the State of Oregon Department of Energy (1.5% for green energy technology in public building construction contracts).

A.3 PHASE 3 - BASIC SERVICES DESIGN DEVELOPMENT SERVICES

In the design development phase Architect shall provide those Basic Services necessary to prepare, from the Owner-approved Schematic Design Documents, the design development documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including architectural, structural, mechanical, electrical, and other systems, materials and such other elements as may be appropriate (the “Design Development Documents”). Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, Owner's safety and maintenance requirements, sustainability, and energy conservation. Outline specifications shall be prepared in accordance with the Construction Specification

Institute standards and shall include, but not be limited to, general and product information. Architect's Services during Phase 3 shall consist of the following:

- a. Update, if required, the **Architect Schedule** for the entire project, and develop a detailed schedule for the Design Development phase indicating proposed meetings, milestones, cost estimates, review documents, bid package dates, permit application dates, and approvals;
- b. Work collaboratively with the Owner, Owner's Representative, **Owner's** Project User Group and Owner's technical operations Representative Team and Owner's consultants to refine and complete the design for the project and select major materials and systems. Obtain Project User Group approval of that design; Architect shall provide advance information 24 hours before meetings (agendas, drawings, etc.), provide meeting minutes within 7 days after meetings, provide digital copies of all presentations, drawings, and meeting notes within 2 days, and/or establish project web site to make such information available to Owner;
- c. Verify, by on-site inspection at the beginning of the Design Development Phase, existing conditions except information to be provided by Owner as required in **Section 9**;
- d. Incorporate and respond to Owner's comments from the Schematic Design Phase using comment tracking system established in Schematic Design phase. Continue to record for distribution all Owner, Owner's Commissioning Agent, and Energy Analyst, and CM/GC review comments and Architect responses into subsequent phases of design;
- e. Continue to record proposed deviations from Owner's Construction Standards and Owner response using tracking system established in Schematic design phase. Record for distribution all deviation proposals, approvals and rejections into subsequent phases of design;
- f. Prepare drawings and other documents to fix and describe the size and character of the entire Project as to architectural, site development, structural, mechanical, acoustical and electrical systems, materials and appearances, and such other essentials as may be appropriate and in accordance with governing codes and ordinances. Include diagrammatic representations of furniture arrangements;
- g. Early in this phase, ensure that the Project complies with the American with Disabilities Act Standards for Accessible Design, latest version that support the Universal Access, and allows for access to programs, activities, and services in the most integrated setting possible. Review the project with an accessibility focus group and with the Owner's staff. The Architect will be responsible for interpretation of standards for compliance with Federal requirements;
- h. Attend meetings with Owner's Representative, city officials and associated AHJs, as required to further review and refine the fire and life safety concept, fire access plan, historic preservation issues (if appropriate), and all Project- specific code items that have arisen during the design process; create and distribute summary notes within one week of this and other City meetings. Draft all Alternative Means and Methods applications for Owner review. Ensure participation of DPL Team/Owner's Representative in all meetings with the City. Copy Owner's Representative Team on all communications with City staff;
- i. The Architect shall perform the following Services associated with the Owner's independent cost estimator and the CM/GC preparation of the probable Direct Construction Cost of the Project:
 1. Fully cooperate and coordinate with the Owner's independent cost estimator and the CM/GC in the preparation of the Direct Construction Cost estimates for the purpose of establishing a GMP estimate acceptable to Owner;
 2. Review and verify any adjustments made by the CM/GC and the independent cost estimator to the previous estimates of probable direct construction costs for the Work, and report the Architect's findings and GMP estimate to the Owner;
 3. In the event the Direct Construction Cost or GMP estimate prepared and reconciled by the Owner's independent cost estimator and the CM/GC exceeds the Owner's Direct Construction Cost budget, revise the Project design to allow construction of the Project within Owner's budget; the Architect understands and agrees that the Owner's independent cost estimator and the CM/GC will be providing a separate, independent cost estimate of probable Direct Construction Cost or GMP for the Project, the Architect will collaborate with the Owner's independent cost estimator and the CM/GC and consult with the Owner in comparing and reconciling the two independent cost estimates generated

during this Phase of the Services in an effort to establish an estimated GMP acceptable to Owner, and the Architect shall have the responsibility to meet the Project budget requirements, all consistent with the requirements of **Section 1.F.(4) above**;

j. File the required documents for the approval of various governmental agencies and or Utility providers having jurisdiction over the Project; Owner shall pay for all required appeals and plan review fees.

Provide data to Owner to predict Systems Development Charges and building permit fees;

k. Coordinate with Owner, Owner's Representative and Owner's Energy

Analyst in setting standards for the Project, provide all documentation required for this analysis to the Owner for the Project to measure energy performance relate to targets previously established. Identify additional energy conservation measures for the Owner's Energy Analyst to evaluated and describe how major building systems will work together to meet the agreed to energy performance goal. Coordination of the Owner's Energy Analyst and analysis process shall require specific members of the design team to attend all energy meetings;

l. Assist Owner in negotiating rebates and incentives from all utility companies for energy conservation measures identified by Consultants;

m. Working with the Owner, Owner's Representative, Owner's Project User Group and Owner's technical operations Representative Team and Owner's consultants, complete the Sustainability Plan outlined in Schematic Design, including a summary of environmental values guiding the Project, environmental issues to be addressed, Project priorities and goals for each of those issues, metrics for evaluating the Project relative to those goals, strategies for achieving the goals, and predicted performance in these areas. Score the Project using the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED), Project shall be designed at a minimum to meet the point equivalent of a LEED compliant rating;

n. Not Used;

o. Perform all necessary services related to the selection and installation of new furniture purchased by the Owner/CM/GC for the Project; Work collaboratively with the Owner, Owner's Representative, Owner's Project User Group and Owner's technical operations Representative Team and Owner's consultants to further develop the Schematic Design furniture arrangements. Perform all necessary services related to the selection, specification, procurement and installation of new furniture purchased by the Owner/CM/GC for the project;

p. Perform all necessary services related to the design, selection, procurement and installation of code-required signage purchased through the CM/GC for the Project;

q. Invite Owner, CM/GC, and Owner's Commissioning Agent, and Owner's Energy Analyst to attend all Architects' meetings with their consultants during this phase as well as subsequent phases. The Architect shall allow appropriate notice to allow Owner's Representative to attend all meetings;

r. With the assistance of the owner's representative, meet with the Owner as often as necessary to complete design;

s. Conduct Design Development review meetings with the Owner and the CM/GC to present the project systems and materials and to review the project with Owner's maintenance and technical staff; Participate in meetings with User Group to agree on final configuration of the design and processes to follow to request changes after this Contract has been signed; Review and respond in meetings to all Owner's comments; Describe deviations from Construction Standards and supply information to Owner as to why these deviations are recommended; and

t. At both 50%-complete Design Development drawings and specifications and 100%-complete Design Development documents, submit to the Owner one (1) digital pdf files of the following documents, information and other data, with all PDF formatted documents to be searchable:

1. Preliminary recommendations for interior colors, finishes, and materials and binders containing samples of proposed interior finishes and color;
2. One-line diagrams for mechanical systems design(s), proposed major mechanical equipment selections, mechanical room layouts, proposed plumbing fixtures;
3. One-line diagrams for electrical systems design(s), proposed light fixtures, electrical room layouts;

- d. Complete outline specification and Project manual describing all building materials and systems;
4. Recommendations for deductive alternates equivalent to 10% of the base bid estimate (**see Section D (4) b.)**);
5. Recommendations for construction phasing to ensure continued operation of Owner's activities;
6. Furniture and equipment layouts showing proposed location, size, and configuration of all public and common area furniture and all equipment in the Project;
7. Furniture and equipment outline specification, cut sheets, and preliminary budget estimate.
8. A Sustainability Plan, including LEED scorecard and supporting documentation, more particularly described above **Section in 7B (11)**;
9. An up-date of the Fire and Life Safety requirements resulting from design development phase meetings with Local officials and all AHJs, including draft language for Alternative Means and Methods applications that will be needed to obtain a building permit; and
10. Electronic files of all documents including AutoCAD and/or BIM models submitted or presented in meetings, including samples, materials boards, and other such items,
11. At 100% DD set establish a BlueBeam studio review for all team members.

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

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

A.3.02 STRUCTURAL DESIGN/DOCUMENTATION Services. On an ongoing basis, Architect shall develop the specific structural system(s) and Schematic Design Documents in sufficient detail to establish: basic structural system and dimensions; final structural design criteria; foundation design criteria; preliminary sizing of additional major structural components; critical coordination clearances; and outline specifications or materials lists. These Services shall also include the following:

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

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

- a. Heating and cooling load calculations for each space and major duct or pipe runs sized to

- interface with structural elements.
- b. Major mechanical equipment scheduled indicating size and capacity.
- c. Duct work and piping systems substantially located and sized.
- d. Devices in ceiling located.
- e. Legend showing all symbols used on the drawings.
- f. Outline specifications.

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

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

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

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

A.3.07 MATERIALS RESEARCH/SPECIFICATIONS Services. Architect shall: prepare for Owner's approval the proposed Special Conditions of the construction contract (the "Construction Contract"); develop architectural outline specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment and their criteria and quality standards; coordinate similar activities of other disciplines; and produce a design manual, including design criteria and outline specifications or materials lists. Where applicable, Architect shall include: less toxic materials specifications or materials lists reviewed by third-party certification programs; safer products which are already commercially available to the extent that is practical; and safer options that also limit premium costs and overall lifecycle costs.

A.3.08 INTERIOR DESIGN/DOCUMENTATION Services. Architect shall further develop and coordinate the approved schematic interior space plan based on functional relationships, code requirements, finishes, colors, systems and equipment. Architect shall develop conceptual design solutions that are coordinated with architectural, structural, mechanical, electrical and equipment requirements and dimensions in order to establish an integrated design approach for a fully functional building. Architect's coordination Services shall include verification of the building layout with the selected furniture system. Architect shall provide workstation layout including wireless coverage, low voltage ports, service voltage, special equipment, and panel feeds.

A.3.09 PROJECT DEVELOPMENT SCHEDULING Services. Architect shall review and update

previously established schedules for the Project if required and approved by Owner.

A.3.10 STATEMENT OF PROBABLE CONSTRUCTION COST Services. Architect shall assist Owner's Representative Team, CM/GC and Cost Estimator updating and refining the Design Development Phase Statement of Probable Construction Cost of the Project as it is related to the construction cost budget and taking into consideration: availability of materials and labor; Project delivery procedures; construction sequencing and scheduling; changes in scope of the Project; and adjustments in quality standards. Completion of these Services shall result in the "Design Development Phase Statement of Probable Construction Cost."

A.3.11 VALUE ENGINEERING Services. Architect shall lead a review team during the design development phase of the Project. Architect shall provide an intensive analysis of the entire Project.

A.3.12 COMMISSIONING PROCESS INTEGRATION Services. Architect shall provide Services to coordinate those activities directly related to the commissioning of the building at the Project. These Services include working with the CA to develop a clearly defined design intent for the Project building and its systems. Architect shall review and respond to all CA input provided throughout the Project. Architect shall collaborate with the CA and provide specifications that list and describe the Contractor's duties in the commissioning processes.

A.3.13 ENERGY EFFICIENCY DESIGN SERVICES. Refining services provided in 7.A.2.11, Architect shall provide the Services performed during phases A.1 through A.6 which are related to the preparation of Holistic energy analysis to facilitate the most cost-effective facility design for the Project. These design elements will be codified into energy conservation measures (the "ECMS") and made part of the construction standards to be applied holistically across the work packages. Architect shall document the design considerations such as energy cost from local provider, air quality, operation and maintenance costs etc.

Building decisions must consider the full life of materials. The review must include life-cycle assessment and life-cycle cost factors. The level of analysis should match the size of the project or decision. Architect shall prepare a Holistic energy use plan and models demonstrating a life cycle costs and impacts of proposed systems sufficient for Deschutes Public Library analysis of the Project.

A.3.14 FINE ARTS AND CRAFTS SERVICES. Architect shall comply with the 1% for Art Program, pursuant to ORS 276.073-276.090) as it is related to acquisition of fine arts or crafts to be part of the Project and shall consult on the selection, commissioning and implementation of those fine arts or crafts.

A.3.15 GREEN ENERGY REQUIREMENT Services. Architect shall document the green energy technology design elements used to meet the requirements of ORS 279C.527 and 279C.528 and the rules of the State of Oregon Department of Energy (1.5% for green energy technology in public building construction contracts).

A.4 PHASE 4 - BASIC SERVICES CONSTRUCTION DOCUMENTS SERVICES

In the Construction Documents phase Architect shall provide those Basic Services necessary to prepare, from the approved Design Development Documents, construction documents consisting of drawings, specifications and other documents setting forth in detail the requirements for construction of the Project, as well as the documents pertaining to bidding and contracting for the construction of the Project (the "Construction Documents"). Architect's Services during Phase 4 shall consist of the following:

- a. Prepare working drawings and specifications for multiple construction bid packages and permit packages as required to deliver the project setting forth all necessary plans, elevations, and construction details, descriptions of materials and equipment, methods of installation, and standards of workmanship necessary to build the project design approved in the previous design phases;
- b. Update if required the **Architect Schedule** for the entire project, and develop a detailed schedule for the Construction Documents phase indicating proposed meetings, milestones, cost estimates, review documents, bid package dates, permit application dates, and approvals;
- c. Incorporate and respond to all of the Owner's, Owner's Commissioning Agent, Energy Analyst, and CM/GC's comments from the Design Development Phase, using the comment tracking system previously established for the project. Continue to record for distribution all above stated review comments and Architect responses to conclusion of Construction Documents phase;
- d. Ensure that all elements within **each Work Package** complies with the 2010 or most recent American with Disabilities Act Standards for Accessible Design, or latest version, that support the Universal Access policies, and allows for access to programs, activities, and services in the most integrated setting possible. Review the project with Owner's staff;
- e. Continue to record responses using tracking system established in Schematic Design phase. Record for distribution all deviation proposals, approvals and rejections to conclusion of Construction Document phase;
- f. Prepare **for each Work Package** Construction Documents as may be required to expedite the Work in phases developed in conjunction with Owner and CM/GC so as to take maximum advantage of weather and other factors to expedite the work and deliver greatest value;
- g. Prepare specifications **for each Work Package** setting forth descriptions of materials and equipment, methods of installation, and standards of workmanship; Include in the appropriate section of Division 1 of the specifications a complete listing of all warranties required under the technical portions of the specifications;
- h. Refine and complete **for each Work Package** the furniture and equipment design. Complete all necessary services related to the selection, specification, procurement and installation of new furniture purchased by the Owner for the Project and any existing refinished or relocated furnishings. Provide Owner with final specification information, furniture counts, and plans. Provide final furniture and equipment budget estimate;
- i. Working with the Owner's designated representatives, update the Sustainability Plan developed in earlier phases to reflect changes during this phase, including updating the LEED check list that addresses the Owner's environmental and energy efficiency goals. Monitor and update the previously established LEED path for a minimum of LEED compliance, and score the Project using the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED);
- j. Not Used;**
- k. Provide for each Work Package hard copies and digital copies of 50%-complete Contract Documents for Owner and CM/GC review, with all PDF formatted documents to be searchable;
- l. Submit to the Owner, Owner's Representative and CM/GC for each Work Package coordinated 50% CD-complete architectural, structural, civil and MEP 3D models in Revit (when used), including embedded equipment schedules and elements;
- m. Submit to the Owner, Owner's Representative and CM/GC **for each Work Package** a 50% CD-complete Quality Assurance and Quality Control (QAQC) status report detailing specific steps taken in support of producing fully coordinated drawings and Supporting data at the end of the CD phase;
- n. Provide the Owner, Owner's Representative and the CM/GC **for each Work Package** the digital files of the 95% complete Project Contract Documents for review and approval prior to advertising the Project for bid;
- o. Facilitate BlueBeam reviews for the team at 50% and also 95%;
- p. Submit to the Owner for each Work Package a 95% CD-complete **Quality Assurance and Quality Control (QAQC)** status report detailing specific steps taken in support of producing fully coordinated drawings and Supporting data at the end of the CD phase;
- q. Submit to the Owner for each Work Package a Quality Assurance and Quality Control (QAQC) status

report at 50%, 95% and 100% detailing specific steps taken in support of producing fully coordinated drawings and Supporting data at the end of the CD phase;

r. Submit one (1) electronic set of 100%-complete Contract Documents for final Owner and CM/GC review and approval and take responsibility for Owner's comments that are not made part of the 100%-complete Construction Documents;

s. Perform the following Services associated with preparation of the probable Direct Construction Cost of the Project:

1. Fully cooperate and coordinate with the Owner's CM/GC in the preparation of the Direct Construction Cost estimates;
2. Review and verify the CM/GC's GMP for the Work, and report the Architect's findings to the Owner; and
3. In the event the Direct Construction Cost estimates prepared by the CM/GC exceed the Owner's Direct Construction Cost budget, revise the Project design to allow construction of the Project within Owner's budget;

t. File the required documents for the approval of all utilities and governmental agencies having jurisdiction (AHJ) over the Project. Owner shall pay for all required plan review fees;

u. Prepare bidding documents that include deductive alternates which, in combination with other budget elements identified by Owner, creates a 10% bidding contingency to ensure that if bids are 10% over the budget the project can be delivered within the budgeted amount without delay;

v. Coordinate with Owner and Owner's Energy Analyst in the energy analysis of the Project, provide all documentation required for this analysis to the Owner and energy analyst. In coordination with the Project's Sustainability Plan, finalize energy performance targets set in Schematic Design. Working with the Owner and energy analyst, update drawings and specifications to incorporate Owner approved energy conservation measures to meet the energy performance goal established; and

w. Coordinate with Owner, Owner's Commissioning Agent and Owner's Energy Analyst in the analysis of the Project, provide all documentation required for this analysis to the Owner for the Project.

A.4.01 Upon written authorization from Owner to proceed, Architect shall prepare, from the approved Design Development Documents, working drawings and specifications setting forth in detail the requirements for the construction of the entire Project. Additional requirements of the documents are:

- a. Owner shall provide the General and Supplemental General Conditions of the Construction Contract, which Architect shall incorporate into the Construction Documents.
- b. Complete specifications shall be prepared using the Construction Specifications Institute's 3-part and **16-division format**.
- c. Architect shall provide Owner with in-progress Construction Documents as needed during development of this phase.
- d. After review and approval of the 100% complete draft Construction Documents by Owner, Architect shall continue with preparation of the final documents, including final specifications for all authorized work on the Project, and shall incorporate in those final documents the comments and any modifications or changes desired by Owner, any modifications required for compliance with all applicable codes, regulations or standards, and the approved program or prior written approvals and instructions of Owner. The resulting final Construction Document submittal shall be a complete, fully coordinated, integrated package, suitable for bidding distribution, without any significant addenda or further clarifications required.

A.4.02 ARCHITECTURAL DESIGN/DOCUMENTATION Services. Architect shall prepare drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.

A.4.03 STRUCTURAL DESIGN/DOCUMENTATION Services. Architect shall prepare final structural engineering calculations; drawings, and specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.

A.4.04 MECHANICAL DESIGN/DOCUMENTATION Services. Architect shall prepare final mechanical engineering calculations, drawings, and specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

A.4.05 ELECTRICAL DESIGN/DOCUMENTATION Services. Architect shall prepare final electrical engineering calculations, drawings, and specification based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.

A.4.06 CIVIL DESIGN/DOCUMENTATION Services. Architect shall prepare final civil engineering calculations, drawings, and specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements.

A.4.07 LANDSCAPE DESIGN/DOCUMENTATION Services. Architect shall prepare drawings and specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project.

A.4.08 MATERIALS RESEARCH/SPECIFICATIONS Services. Architect's inhouse architectural personnel shall assist the CM/GC in development and preparation of: bidding documents which describe the time, place, and conditions of bidding; bidding forms; architectural specifications describing materials, systems, and equipment; and workmanship, quality and performance criteria required for the construction of the Project (the "Bidding Documents"). Such personnel shall also coordinate the development of specifications by other disciplines and compile the Project Manual, Bidding Documents and specifications.

A.4.09 PROJECT DEVELOPMENT SCHEDULING Services. Architect shall review and update if required the previously established schedules for the Project.

A.4.10 STATEMENT OF PROBABLE CONSTRUCTION COST Services. Architect shall assist the CM/GC in the update and refinement of the Design Development Phase Statement of Probable Construction Cost of the Project related to the construction cost budget and shall take into consideration: availability of materials and labor; Project delivery; procedures; construction sequencing, and scheduling; changes in scope of the Project; and adjustments in quality standards. Completion of these Services shall result in the "Construction Documents Phase Statement of Probable Construction Cost."

A.4.11 ALL SPECIFIED ITEMS SHALL BE STANDARD, cataloged, manufactured items or "off the shelf" items. No custom items shall be designed or specified without prior written authorization of Owner and Owner's Representative. No proprietary or "sole source" items shall be specified. Brand name products may be specified so long as "approved equal" is included with their specification, if there is no other practical method of specification. Items designated as "Only" will be used across all Work Packages in all libraries having been approved and exempted prior to CDs.

A.4.12 RECYCLED PRODUCTS SHALL BE USED where they are economically feasible. Architect shall give preference to materials and supplies manufactured from recycled materials under the following conditions:

- a. The recycled product is available;
- b. The recycled product meets applicable standards;
- c. The recycled product can be substituted for a comparable non-recycled product; and
- d. Recycled product costs do not exceed the costs of non-recycled products by more than five percent.

A.4.13 INTERIOR DESIGN/DOCUMENTATION Services. Architect shall further develop and

coordinate the space plan based on approval by Owner of the Design Development Documents. Architect shall consult and coordinate with Owner to develop the detailed drawings with all information required for bidding. These Services shall include detailed requirements for the selected system furniture power and low voltage feeds complete.

A.4.14 PLAN REVIEW INITIATION & COORDINATION Services. Architect shall prepare all necessary project documents, with appropriate formatting and registration stamps, for submission to the mandatory authority having jurisdiction (the “AHJ”) over the Project to obtain the building permit. Architect shall apply and fill out all necessary documentation for a complete “plan check” submission prior to AHJ code review. In addition, Architect shall meet with the AHJ as requested and answer project related questions and review applicable code compliance issues. Architect shall be responsible for securing the fee amount from the AHJ including but not limited to: the “plan check” fees and Permit fees for the project under this Contract.

A.4.15 COMMISSIONING PROCESS INTEGRATION Services. Architect shall coordinate those activities directly related to the commissioning of the building at the Project. These Services shall include working with the CA in the development of a clearly defined design intent for the building and its systems. Architect shall review and respond to all CA input provided throughout the Project. Architect shall collaborate with and provide specifications that list and describe the Contractor’s duties in the commissioning processes.

A.4.16 ENERGY EFFICIENCY DESIGN SERVICES. Architect shall provide the Services performed during phases A.1 through A.6, which are related to the preparation of a comprehensive energy analysis of the Four (4) Work Packages. All documentation will be given to Owner for each.

A.4.17 FINE ARTS AND CRAFTS SERVICES. Architect shall comply with the 1% for Art Program, pursuant to ORS 276.073-276.090) as it is related to acquisition of fine arts or crafts to be part of the Project and shall consult on the selection, commissioning and implementation of those fine arts or crafts.

A.4.18 GREEN ENERGY REQUIREMENT Services. Architect shall document with particularity the green energy technology costs and design elements used to meet the requirements of ORS 279C.527 and 279C.528 and the rules of the State of Oregon Department of Energy (1.5% for green energy technology in public building construction contracts).

A.5 PHASE 5 PROJECT PLAN CHECK AND PERMITTING Services. Architect for all Work Packages shall file all the required documents for the approval of all governmental agencies including utility providers and other Authorities having jurisdiction over the Work Packages or phases needed to obtain and secure actionable building and other permits allowing a formal Start of Construction (SoC). The Architects Permitting Services includes all permitting of which portions of the Permitting Process may require permitting work to be done in whole or in parts; due to sequencing or as required by AHJs or Owner **Master Development Schedule** requirements etc. until all Work Packages and the sum of parts contain within are Fully Permitted. Architect will form and maintain permit logs for all Work Packages. Architect will support owner hired consultants to facilitate and obtain any and all ancillary permit or approvals required. Owner shall pay for all required plan review fees.

A.6 PHASE 6 - BASIC SERVICES - BIDDING SERVICES

In the bidding phase Architect, following Owner's approval of the Construction Documents Phase Statement of Probable Construction Cost, shall provide those Basic Services necessary for Architect to assist Owner in obtaining bids and in awarding contracts for the work required for the full construction of the Project (the “Work”). In the case of phased construction, Owner may authorize bidding of portions of

the Work prior to completion of the Construction Documents phase. Architect's Services during **Phase 6** shall consist of the following:

- a. For each Work Package Furnish CM/GC with one (1) fully reproducible set of the 100% construction Documents, including working drawings and specifications, complete as required for bid and construction purposes (for additional copies, see Section 8, "Additional Services") plus one (1) complete reproducible set of electronic files of the Construction Documents, with all PDF formatted documents to be searchable.;
- b. Furnish to Owner and CM/GC a fully coordinated architectural, structural, civil and MEP 3D model in Revit, including embedded equipment schedules and elements as detailed in the BEP or QC status report, with overall building LOD of 350, and major systems at a minimum level of 400.
- c. Attend the pre-bid conference at the Project site; and
- d. Perform the following Services associated with this Phase and the Direct Construction Cost allowance of the Project:
 1. Assist the Owner and the CM/GC in soliciting subcontractor bids; and
 2. If the lowest acceptable bid exceeds the Direct Construction Cost allowance authorized by the Owner by 10%, then at the Owner's request, and at no additional cost to the Owner, the Architect shall modify the drawings and specifications in order that new bids may be solicited and a Construction Contract award made within said allowance, consistent with the requirements of Section 1.F (4) above.

A.6.01 BIDDING MATERIALS Services. Architect shall organize and manage Bidding Documents for: coordination; reproduction; completeness review; distribution; distribution records; including FTP site for The Project Team to access and download project documents.

A.6.02 ADDENDA Services. Architect shall prepare, for distribution by Owner, all addenda, including supplemental drawings, specifications, instructions and notices of changes in the bidding schedule and procedure.

A.6.03 BIDDING Services. Architect shall assist Owner in: establishing a list of bidders; participating in pre-bid conferences; responding to questions from bidders and clarifications or interpretations of the Bidding Documents; and documenting and distributing bidding results.

A.6.04 ANALYSIS OF ALTERNATES/SUBSTITUTIONS Services. Architect shall consider, analyze, compare, and approve or reject alternatives or substitutions proposed by bidders prior to and after receipt of bids or proposals.

A.6.05 SPECIAL BIDDING Services. Architect shall document: decisions regarding multiple Construction Contracts or phased construction; technical evaluation of alternate building systems; and participation in detailed evaluation procedures for building systems proposals.

A.7 PHASE 7 - BASIC SERVICES - CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

In the construction administration phase Architect shall provide those Basic Services necessary for the administration of the Construction Contract as set forth in the General Conditions and Supplemental General Conditions of the Construction Contract. Architect shall receive and transmit information as a representative of Owner during the construction of the Project and shall advise and consult with Owner. Instructions to Contractor shall be forwarded through Architect. Architect shall have authority to act on behalf of Owner only to the extent provided in the Construction Contract. The construction phase for each portion of the Project will commence with the award of the Construction Contract to the Contractor,

and will terminate when the Construction Contract warranty period expires. Architect's Services during Phase 7 shall consist of the following:

- a. Attend the pre-construction conference at the Project site;
- b. Furnish Owner and CM/GC with a conformed set of the Construction Documents, including working drawings and specifications, incorporating addenda, changes required by the permitting process, and alternates awarded in the bidding process. Provide one complete set of electronic files;
- c. Provide general administration of the Work as contemplated by the provisions of the Construction Contract including assisting the Owner with evaluation of the feasibility of the CM/GC-provided project time schedule;
- d. Attend progress meetings with the CM/GC and Owner on a weekly basis, or as needed and directed by the Owner. Site observation visits to be included as part of progress meetings; Submit to Owner's Representative a written report only if non-compliant, quality, and/or schedule issues are observed;
- e. Arrange for periodic visits of Architects consultants to make similar determinations with respect to mechanical and other Work, as applicable;
- f. Review and approve or take appropriate action regarding shop drawings and samples submitted by the CM/GC; such actions by Architect shall be taken with reasonable promptness to cause no delay in the Work;
- g. Prepare any supplemental drawings or large-scale details needed to clarify the Construction Documents;
- h. Respond promptly to requests from the CM/GC for assistance with unforeseen problems so as to minimize the Owner's exposure to claims for delay;
- i. Advise and consult with the Owner, issuing appropriate instructions to the CM/GC;
- j. CM/GC will review submitted CORs if and only if after all supporting data is affixed to, and confirmed. Once confirmed the architect will Check proposed costs of any modifications to the Construction Contract and recommend acceptance or rejection of the COR to the Owner's Representative. CORs will be assembled once monthly into a combined change Orders for review and approval by owner.
- k. Endeavor to guard the Owner against defects and deficiencies in the Work of the CM/GC;
- l. Notify the Owner of any Work which does not conform to the Construction Documents and recommend to the Owner that the CM/GC stop the Work whenever, in the Architect's opinion, it may be necessary for the proper performance of the Construction Contract;
- m. Issue certification to the Owner and the CM/GC when all terms of the Construction Contract have been fulfilled to the Architect's satisfaction;
- n. Conduct on-site observations to determine the date of final completion, receive written guarantees and related documents assembled by the CM/GC and issue recommendation for final acceptance and payment;
- o. Provide information to and assist with efforts of the Owner's contractors for testing and balancing, special inspections, commissioning, and energy analysis;
- p. Fill out and track the USGC LEED worksheet; and
- q. Upon completion of and for each Work Package, the Architect shall, at no additional cost to the Owner, update electronic drawings and submit the appropriate digital files as follows:
 1. One (1) complete, full-size (no larger than 30" x 42"), reproducible drawing set reflecting significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the CM/GC to the Architect;
 2. One (1) complete, reproducible set of electronic drawing files, compatible with recent version of Revit, including full BIM model if BIM software is used;
 3. One (1) complete Binders containing samples of Final interior finishes and color-index of AutoCAD files and drawing layers;
 4. One (1) complete set of digital files of drawings and specifications in PDF format;
 5. Two (2) complete full-size reproducible drawing;
 6. Two (2) complete sets of as-built specifications; and

7. Prepare floor plans (Book Plans) of the Project in the Owner's/agreed to format for administrative and space record keeping.

A.7.01 OFFICE CONSTRUCTION ADMINISTRATION Services. Architect shall process submittals, including receipt, review of, and appropriate action on shop drawings, product data, samples and other submittals required by the Construction Contract and all documents specifically incorporated by reference into the Construction Contract (the "Contract Documents"). Architect shall distribute submittals as required and shall maintain a master file of submittals and related communications.

A.7.02 INSPECTION COORDINATION Services. With respect to independent inspection and testing agencies, Architect shall: recommend the scope, standards, procedures, and frequency of testing and inspections; review reports on inspections and tests and notify Owner and Contractor of observed deficiencies in the Work. Architect shall oversee, and coordinate with Owner and Contractor, the review of any system furniture installation by the Contractor to verify that dimension requirements are met.

A.7.03 SUPPLEMENTAL DOCUMENTS Services. Architect shall: prepare, reproduce and distribute supplemental drawings, specifications, and interpretations in response to requests for clarification by the Contractor or Owner and as required by construction exigencies; and forward Owner's instructions and provide guidance to the Contractor on Owner's behalf relative to changed requirements and schedule revisions.

A.7.04 QUOTATION REQUESTS/CHANGE ORDERS Services. Architect shall: prepare, reproduce and distribute drawings and specifications to describe Work to be added, deleted, or modified; review proposals from Contractor for reasonableness of quantities and costs of labor and materials; review and make recommendations regarding changes in time for substantial completion; review and make detailed recommendations, including, if requested, a specific alternative cost breakdown, regarding impact on space planning design; Assist Owner's Rep on Owner's behalf regarding costs of Work proposed to be added, deleted, or modified; assist in the preparation of appropriate modifications of the Construction Contract; coordinate communications, approvals, notifications, and record keeping regarding changes in the Work.

A.7.05 PAYMENT REVIEW Services. Architect shall: evaluate and certify applications for payment, including review and determination of whether each charge is accurate and constitutes payment for fully authorized and completed Work.

A.7.06 PROJECT CLOSEOUT Services. Upon notice from the Contractor that the Work, or a designated portion thereof which is acceptable to Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, Architect shall:

- a. Perform a detailed inspection, with Owner's Representative, of the Work for conformity to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected, and determine the amounts to be withheld until final completion;
- b. Issue certificates of substantial completion and perform inspection(s) upon notice by Contractor that the Work is ready for final inspection and acceptance;
- c. Notify Owner and Contractor of deficiencies found in follow-up inspection(s), if any;
- d. Perform a final inspection with Owner's Representative to verify final completion of the Work, and receipt and transmittal of warranties, affidavits, receipts, and releases and waivers of lien or bonds indemnifying Owner against liens; and
- e. Issue final certificate(s) for payment.

A.7.07 RECORD DOCUMENT Services. Architect shall provide Owner with accurate record

drawings and record specifications manuals for each of the Four (4) Work Packages as more particularly described in this Section. Architect shall deliver to Owner, within 14 days from receipt of the Contractor's working record documents, the following record documents (the "Record Documents"):

- a. Hardcopy Set - The Record Documents shall consist of two (2) complete hardcopy sets of record drawings. The Record Drawings shall include all drawing sheets used for bidding including; addenda, all changes resulting from regulatory reviews, change orders and as-built conditions. Architect is not responsible for the accuracy of the working as-built drawings furnished by Contractor.
- b. Electronic Set - A complete set of Record Drawings (as described above in Section A.7.07(a) above) and generated in AutoCAD shall be provided to Owner by Architect, as well as an electronic version of the complete specifications in a searchable file format approved by Owner. Architect shall verify that all electronic drawings are readable and searchable and that all AutoCAD xreference ("Xrefs") files are bound and formatted in such a way as to be readable by the AutoCAD version they are saved in. Architect shall provide a list of all drawings, including Xrefs that are associated with the Record Drawings. The electronic Record Documents shall be provided on recordable (not re-recordable) compact discs.

A.7.08 WARRANTY REVIEW Services. Architect shall: consult with and make recommendations to Owner, during the duration of the Construction Contract warranty period, concerning inadequate performance of materials, systems, and equipment under warranty; perform inspections prior to expiration of the warranty period to ascertain adequacy of performance of materials, systems, and equipment; and document defects or deficiencies and assist Owner in preparing instructions to the Contractor for correction of noted defects.

A.7.09 CONSTRUCTION CONTRACT ADMINISTRATION Services. Architect shall perform Construction Contract administration Services as set forth in this section and the Contract Documents.

a. Architect shall visit the site at weekly intervals, and upon special circumstances as requested by Owner, to be familiar with the progress and quality of the Work, and to determine if the Work is generally proceeding in accordance with the Contract Documents. Architect, in conjunction with the payment review, shall report to Owner on the accuracy of Contractor's working record drawings each month during construction. However, Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations, Architect shall report such visits, observations, and information in a weekly written report to Owner.

b. Architect shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the Work. Architect, by virtue of its position alone and without regard for Architect's actual involvement on site, shall not have control or charge of, and shall not be responsible for the acts or omissions of Contractor and any subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

c. Subject to the concurrence of Owner, Architect shall be the interpreter of the requirements of the Contract Documents, regarding the performance thereunder by both Owner and Contractor. Accordingly, Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either Owner or Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between Owner and Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents. Owner shall render a final determination in the event that Owner disagrees with Architect's proposed interpretation or decision.

d. Architect shall review and take appropriate action on Contractor's submittals, including shop drawings, product data, and samples, checking for conformance with the design concept of the Work and the

Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. Architect shall forward to Owner one (1) copy of all approved shop drawings, product data, and samples, together with correspondence related to these documents as a record of the Work. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

e. Architect shall conduct construction observations and reviews to determine "Substantial Completion" and "Final Completion" (as those terms are defined in the Construction Contract) and shall receive and forward to Owner written warranties and related documents required by the Contract Documents and assembled by Contractor. Architect, with Owner's concurrence, shall prepare and certify a "Certificate of Substantial Completion" and a "Certificate of Final Payment" **under the Construction Contract.**

A.8 PHASE 8 - SUPPLEMENTAL SERVICES

All items in A.8 Phase 8– Supplemental Services includes descriptions of Services that will be required on some or all Work Packages. The Supplemental Services are included in the Basic Services of this Exhibit A and may be removed at the sole discretion of the Owner. Items identified as "Owner Requested" should not be included in the Basic Services.

In addition to the generally sequential Services described in Phases 1 through 7, Architect shall provide supplemental services designated below (the "Supplemental Services") These non-sequential Services may be provided during a single phase of Services or during several phases, as herein specified, and shall include the following (Owner reserves the right to amend the Contract and delete Supplemental Services not needed as a part of the Project; in that event, Owner shall receive a credit against the Contract amount payable to Architect, based on the value of the Services removed from Statement of Work or such other standard as agreed by the Parties):

A.8.01 GRAPHICS DESIGN SERVICES. Architect shall: design interior signs, exterior sign fixed to the buildings and/or other designed architectural features, including all site signage and identify symbols; and document requirements for procurement of graphics work.

A.8.02 Not Used.

A.8.03 Not Used.

A.8.04 RENDERING Services. Architect shall provide a graphic pictorial representation of the proposed Project consisting of exterior and interior views as indicated by Owner .

A.8.05 Not Used.

A.8.06 LOW VOLTAGE SECURITY & FIRE ALARM SYSTEM DESIGN Services. Architect shall provide design with each phase of document development of basic services, layout, specification and document development of a comprehensive low voltage fire alarm and keycard-access security system, identifying and locating each device utilizing Owner's authorized system provider's equipment. Architect shall be required to determine and coordinate the electrical interface between building electrical and security at all designated door locations, and to observe installation and testing of security system(s), equipment and devices during construction.

A.8.07 COMMUNICATIONS AND DATA CONSULTANT Services. Architect shall provide such Services in the programming, design, with each phase of document development of basic services, layout, specifications, coordination, installation, and observation of installation and testing, as may be necessary to complete installation of a successful telecom and data system in accordance with DPL and end-user

requirements.

A.8.08 STRUCTURAL SEISMIC ANALYSIS AND DESIGN Services. Architect shall provide such Services in the inspection, research, analysis, programming, design and specifications as may be required to bring the building into conformance with current regulatory seismic structural stability requirements.

A.8.09 Not Used.

A.8.10 BUILDING CODE APPEAL Services. Architect shall provide Services to appeal a Building Code administrative ruling/decision and follow the process through to an official appeals ruling/decision.

A.8.11 ROOFING-WATERPROOFING CONSULTANT Services shall be provided by an industry-recognized qualified roofing consultant who will perform the following Services, as may be required: inspection evaluation, recommendation, assistance with development of specifications, and necessary on-site observation of installation, and final inspections leading to certification that all materials, conditions, means and methods of installation have met with manufacturers recommendations and other conditions to insure performance of the manufacturer's warranty.

A.8.12 ENERGY INCENTIVES COORDINATION Services. Architect's Consultant shall provide analysis and documentation necessary for Owner to obtain the maximum amount of energy incentives available through the State of Oregon, Business Energy Tax Credit (BETC) through the Oregon Department of Energy (ODOE), utility incentives available through an appropriate local utility, and energy incentives available through the Energy Trust of Oregon (ETO). Consultant's responsibilities shall include, but are not limited to: determining requirements for available incentives through cooperation with ODOE, the local utility, and ETO; completing all required documentation for submission; and ensuring that all required documentation is submitted in the required timeline. Architect shall coordinate with Owner, Owner's Representative or CM/GC to resolve any potential issues to ensure that documentation is submitted when required.

A.8.13 Automated Material Handling System (AMHS) Services. Architect's Consultant shall provide with each phase of document development of basic services, analysis and documentation necessary for integration and use across of an Automated Material Handling System (AMHS) in/at all library facilities represented in the Four (4) Work Packages. Consultant's responsibilities shall include, but are not limited to: determining all requirements needed and incorporating them into all Work Packages for a complete and functioning Automated Material Handling System available for Library use completing all required documentation for associated specifications, submission review; and ensuring that all required documentation is submitted in the required timeline. Architect shall coordinate with Owner, Owner's Representative or CM/GC to resolve any potential issues to ensure that documentation is submitted when required.

A.9 PHASE 9 – POST CONSTRUCTION PHASE SERVICES

In addition to the generally sequential Services described in Phases 1 through 8, Architect shall provide Post Construction services In the manner designated below (the "Post Construction Services") Owner. These non-sequential Services may be provided during a single phase of Services or during several phases, as herein specified, and shall include the following (Owner reserves the right to amend the Contract and delete Supplemental Services not needed as a part of the Project; in that event, Owner shall receive a credit against the Contract amount payable to Architect, based on the value of the Services removed from Statement of Work or such other standard as agreed by the Parties):

- a. Work with Owner's commissioning agent, Owner's Representative and/or CM/GC during the 12-month period after occupancy of the project to assist in final adjustments and corrections necessary in the function of the project and of the systems that support it;
- b. Participate in an on-site review of the project near the end of the warranty period to identify all items with pending warranty issues;
- c. With the Owner, Owner's Representative and/or CM/GC, Owner's energy analyst consultant, controls subcontractor, and Architect's mechanical and electrical consultants, participate in an after-care session during the twelfth month of the warranty period. Review system operating data including metering, trend logs, instantaneous flow measurements, and other information to ensure that the building mechanical and electrical systems are operating consistently with the design intent. Compare performance data to assumptions used during design. Identify control adjustments and other minor changes that would substantially reduce energy consumption or otherwise enhance system performance;
- d. Participate in post-occupancy reviews, including those related to design and construction processes, as conducted by the Owner, Owner's Representative and/or CM/GC; and
- e. Provide necessary coordination and documentation to support DPL in the completion of LEED checklists for the individual Work Packages. DPL is not seeking LEED certification for any of the individual Work Packages.

8. ADDITIONAL SERVICES.

A. Copies of Construction Documents. All copies of Construction Documents shall be furnished by Architect upon the written request of Owner, and will be reimbursed at the cost of reproduction if in excess of the number specified in **Section 7, "Architect's Services,"** above.

B. Conditions Required to Support Additional Compensation. Architect shall be paid, subject to executed amendments or supplements, for extra expenses and services involved if:

- 1. Substantial changes are ordered by Owner after Owner has acknowledged the acceptance of one or more of the planning phases described above (except changes which are ordered for the purpose of maintaining the Direct Construction Cost of the Project within the allowance specified in **Section 1, "Relationship Between Parties");**
- 2. Damage occurs as a result of fire or other casualty to the structure;
- 3. The CM/GC becomes delinquent or insolvent; and
- 4. Owner requests Additional Services not identified under the Basic Services or Supplemental services provision of this Contract, such as study models, renderings, etc..

C. Payments at the time of Abandonment or Suspension. If any Services performed by Architect are abandoned or suspended, Architect shall be paid for the Services rendered, under the provisions and limitations of **Section 4, "Payments,"** in proportion to the amount of Services performed at the time of suspension or abandonment, provided the initiative for such abandonment or suspension is by Owner and does not result from a design error of Architect, a bid overrun, or other breach or default by Architect.

9. SURVEY, BORINGS AND TESTS. Owner shall, so far as the Services under this Contract may require, furnish Architect for Work Package 1 and Work Package 2 only the following information:

A. Survey. A complete and accurate survey of the site giving the grades and lines of streets, pavements, and adjoining properties and/or scale drawings reasonably representing existing conditions;

B. Project Site Conditions; Utilities. The rights, restrictions, easements, boundaries, and contours of the Project site and full information as to sewer, water, gas and electrical service, existing utility tunnels, lines, etc., on site; and

C. Geotechnical Reports. Geotechnical investigation reports with recommendations for soil-bearing capacities.

Owner will pay for chemical, mechanical or other tests when required. Owner does not warrant the

accuracy of any of the information so provided. Architect will not be held responsible for errors due to inaccuracy of any of the information so provided.

- 10. ARCHITECT'S RESPONSIBILITIES IN REGARD TO ASBESTOS AND OTHER HAZARDOUS SUBSTANCES.** It is envisioned that this Project will not involve the removal of and destruction of asbestos, asbestos-related materials, hazardous substances or other hazardous materials (collectively the "Hazardous Substances"). It is understood and agreed that the Owner will contract separately for the identification and removal of any Hazardous Substances, either prior to the commencement of this Project or at such time as such Hazardous Substances are detected. It is understood and agreed that the Architect shall not and does not prescribe any safety measure or abatement procedure and is not responsible for any act or omission relating to the acts of the Owner and/or professional consultant and/or the contractor and/or subcontractor which the Owner selects relating to the abatement of such Hazardous Substances. However, Architect is responsible to inform Owner and Owner's Representative within 24 hours in writing if hazardous substances are encountered on any Project site.
- 11. INSURANCE PROVISIONS.** During the term of this Contract, Architect shall maintain in full force and at its own expense each insurance coverage or policy noted below, from insurance companies or entities with an A.M. Best rating of A- or better that are authorized to transact the business of insurance and issue coverage in the State of Oregon:
- A. Workers' Compensation:** All employers, including Architect, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Oregon workers' compensation coverage, unless such employers are exempt under ORS 656.126. Architect shall ensure that each of its Consultants and subcontractors complies with these requirements.
- B. Commercial General Liability:** Architect shall secure Commercial General Liability insurance with a combined single limit of not less than \$2,000,000 each occurrence/\$4,000,000 annual aggregate for bodily injury and property damage. It shall include personal injury coverage and contractual liability coverage for the indemnity provided under this Contract.
- C. Automobile Liability:** Architect shall secure Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence, for bodily injury and property damage, including coverage for all owned, hired, or non-owned vehicles, as applicable. This coverage may be written in combination with the Commercial General Liability Insurance.
- D. Professional Liability / Errors & Omissions:** Architect shall provide the Owner with proof of coverage for Professional Liability/Errors & Omissions insurance covering any damages caused by any negligent error, omission, or any act for the Project, its plans, drawings, specifications and/or project manual, and all related work product of the Architect. The policy may be either a practice based policy or a policy pertaining to the specific Project. Professional Liability insurance to be provided shall have a combined single limit of not less than \$1,000,000 per claim, incident or occurrence/\$2,000,000 annual aggregate.
- E. "Tail" Coverage:** If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months or the maximum time period available in the marketplace if less than 24 months. Architect will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the Final Acceptance of Work or Services and Related Warranty, if any.
- F. Certificate of Insurance:** Prior to the signature by the Owner to this Contract, Architect shall furnish to the appropriate DPL official Certificates of Insurance as evidence of the insurance coverages required under this Contract. The certificate(s) shall provide that the insurance policies have been endorsed/amended so that the insurance company or companies shall give a 30-calendar

day notice (without reservation) to the Owner's representative set forth in **Section 29, "Notice; Parties' Representatives,"** below if the applicable policy is canceled or materially changed, or if the aggregate limits have been reduced. The certificate(s) should state specifically that the insurance is provided for this Contract. Insuring companies are subject to acceptance by the Owner.

G. Additional Insureds: The Certificates of Insurance, except for Workers' Compensation and Professional Liability/Errors & Omissions, shall provide that the policies have been endorsed/amended so that Owner its Board, officers, representatives, employees and agents are Additional Insureds with respect to the coverages required in this **Section 11**, and waiver of subrogation against them shall be obtained for all coverages.

H. Primary Coverage. All coverages obtained by Architect under this **Section 11** shall be primary over any insurance Owner may carry on its own.

12. INDEMNITY.

A. Claims for Other Than Professional Liability. Architect shall indemnify, hold harmless and defend the Owner and its officers, agents, employees and members from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities of the Architect or the Architect's Consultants, partners, joint venturers, subcontractors, officers, agents or employees acting under or pursuant to this Contract or any supplement or amendment hereto.

B. Claims for Professional Liability. Architect shall save, defend, indemnify, and hold harmless Owner and its officers, agents, employees, and members from and against all claims, suits or actions, losses, damages, liabilities, costs, and expenses of whatsoever nature resulting from, arising out of, or relating to the professional negligent acts, errors, or omissions of Architect or its Consultants, partners, joint venturers, subcontractors, officers, agents, or employees acting under or pursuant to this Contract or any supplement or amendment hereto.

C. Owner Defense Requirements. Notwithstanding the foregoing defense obligations of the Architect, neither the Architect nor any attorney engaged by the Architect shall defend any claim in the name of the Owner, Deschutes Public Library, nor purport to act as legal representative of the Owner, the Deschutes Public Library, without the prior written consent of the General Counsel of the Deschutes Public Library. The Owner may, at any time at its election assume its own defense and settlement in the event that it determines that the Architect is prohibited from defending the Owner, that Architect is not adequately defending the Owner's interests, or that an important governmental principle is at issue or that it is in the best interests of the Owner to do so. The Owner reserves all rights to pursue any claims it may have against the Architect if the Owner elects to assume its own defense.

Upon receipt of the consent required above, Architect shall defend Owner from claims covered under this **Section 12**, at Architect's sole cost and expense until such time as:

1. An arbitration panel or court of competent jurisdiction determines that Owner is liable in whole or in part for the loss or claim cause by Owner's negligence; or
2. Owner and Architect mutually agree to allocated the liability.

D. Agency's Actions. Subsections A and B above do not include indemnification by the Architect of the Owner for damages directly caused by Owner, whether related to this Contract or otherwise.

13. LIMITATION OF LIABILITIES.

Except for any liability of the Architect arising under or related to the Architect's failure to perform according to the standard of care or any other liability arising under or related to the Architect's representations and warranties under **Section 2, "Architect's Standard of Care; Representations and Warranties,"** of this Contract, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Contract or any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

14. OWNERSHIP AND USE OF WORK PRODUCT OF ARCHITECT.

A. Work Product. Copies of plans, specifications, reports, or other materials required to be delivered under this Contract ("Work Product") shall be the exclusive property of Owner. Owner and Architect intend that such Work Product be deemed "Work made for Hire," of which Owner shall be deemed the author. If for any reason such Work Products are not deemed "Work made for Hire," Architect hereby irrevocably assigns to Owner all of its right, title, and interest in and to any and all of such Work Products, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Architect shall execute such further documents and instruments as Owner may reasonably request in order to fully vest such rights in Owner. Architect forever waives any and all rights relating to such Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction, or limitation on use of subsequent modifications.

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

15. SUCCESSORS AND ASSIGNS. The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. After the original Contract is executed, Architect shall not enter into any new Consultant agreements for any of the Services scheduled under this Contract or assign or transfer any of its interest in or rights or obligations under this Contract, without Owner's prior written consent. In addition to any provisions Owner may require, Architect shall include in any permitted Consultant agreement under this Contract a requirement that the Consultant be bound by **Sections 11, "Insurance Provisions"; 12, "Indemnity"; 13, "Limitation of Liabilities"; 14, "Ownership and Use of Work Product of Architect"; 17, "Arbitration"; 18, "Termination of Contract; Non-availability of Funds"; 19, "Tax Compliance Certification"; 21, "Foreign Contractor"; 22, "Compliance With Applicable Law"; 23, Governing Law; Venue; Consent to Jurisdiction"; 24, "Independent Contractor Status of Architect"; 25, "Access To Records"; and 28, "No Waiver."**

16. NO THIRD-PARTY BENEFICIARIES. Owner and Architect 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 provide any benefit or right, whether directly, 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.

17. ARBITRATION.

17.1 All claims, disputes, and other matters in question between the Owner 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 Owner'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 Deschutes County Circuit Court will establish rules to govern the arbitration. The Owner shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.

17.2 A claim by Architect arising out of, or relating to this Contract must be made in writing and delivered to the Owner not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the Owner 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 Owner will be considered by the

Board 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 Owner. No demand for arbitration shall be effective until the Board 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 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 Owner and Architect.

17.3 Notice of demand for arbitration shall be filed in writing with the other party to the Contract. The demand for arbitration shall be made within the 30-day period specified above. The Owner, 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.

18. TERMINATION OF CONTRACT; NON-AVAILABILITY OF FUNDS.

A. Mutual Agreement. Owner and Architect, by mutual written agreement, may terminate this Contract at any time. Owner, on 30 days written notice to Architect, may terminate this Contract for any reason deemed appropriate in its sole discretion.

B. Termination by Owner. Owner may terminate this Contract, in whole or in part, immediately upon notice to Architect, or at such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

1. Owner fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for Architect's Services;
2. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the Services performed under this Contract are prohibited or Owner is prohibited from paying for such Services from the planned funding source;
3. Architect no longer holds any license or certificate that is required to perform the Services; and
4. Architect commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract, fails to perform the Services under this Contract within the time specified herein or any extension thereof, or so fails to perform the Services as to endanger Architect's performance under this Contract in accordance with its terms, and such breach, default, or failure is not cured within 10 business days after delivery of Owner's notice, or such longer period of cure as Owner may specify in such notice.

C. Owner Funding. Owner reasonably believes that sufficient funds are anticipated to pay all amounts due hereunder and hereby covenants and agrees that it will use its best efforts to obtain and properly request and pursue funds from which payments hereunder may be made, including making provisions for such payments to the extent necessary in the budget submitted for the purpose of obtaining funds and using its best efforts to have such budget approved. It is Owner's intention to make all payments due hereunder if funds are legally available therefor and, in that regard, Owner represents and warrants to Architect that this Contract is important to Owner's efficient and economic operation. If, despite the above, Owner is not allotted sufficient funds for the next succeeding fiscal period by appropriation, appropriation limitation, grant, or other funds source lawfully available to it for such purposes to continue the Project and make payments hereunder, Owner may terminate this Contract, by notice to Architect, without penalty, effective at the end of the current fiscal period for which funds have been allocated and, if not so terminated, Owner will remain fully obligated for all amounts owing hereunder. Such termination shall not constitute an event of default under any other provision of the Contract, but Owner shall be obligated to pay all charges incurred through the end

of such fiscal period. Owner shall give Architect notice of such non-availability of funds within thirty (30) days after it receives notice of such non-availability.

D. Effect of Termination. In the event of termination of this Contract:

1. Pursuant to **subsections A, B(1) or B(2)** above, Owner, using the Schedule of hourly changes set forth in **Section 3, "Compensation,"** and within the limitations specified in **Section 8, "Additional Services,"** shall compensate Architect for all Services performed prior to the termination date, together with Reimbursable Expenses then due, and such amounts shall immediately become due and payable. Owner shall not be liable for any costs invoiced later than Sixty (60) days after termination, unless Architect can show good cause beyond its control for the delay.
2. Pursuant to **subsections B(3) or B(4)** above, Owner may complete the work itself, by agreement with another Architect, 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 Owner the amount of the reasonable excess. In addition to this remedy, Owner shall have any remedy available to it under this Contract or at law or in equity. Such remedies are cumulative and may be pursued separately, collectively, and in any order. Architect shall be compensated only for Services performed in accordance with in conformance with **Section 2, "Architect's Standard of Care."**
3. For any reason, Architect shall immediately cease performance of Services under this Contract, unless Owner expressly directs otherwise in the notice of termination, and shall provide to Owner all plans, specifications, CAD drawings on diskettes, mylar drawings, and all documents, information, works-in-progress, or other property that are or would be deliverables had this Contract been completed.
4. For any reason, Architect shall be responsible to Owner for the quality of its Services and Work Product through the date of termination.

19. TAX COMPLIANCE CERTIFICATION. By signature on this Contract, the undersigned certifies under penalty of perjury that the undersigned is authorized to act on behalf Architect and that Architect is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber And Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620.

20. DISCLOSURE OF SOCIAL SECURITY NUMBER. Architect must provide Architect's Social Security number unless Architect provides a federal tax ID number. This number is requested pursuant to ORS 305.385 and OAR Chapter 150- Division 305. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal, and local tax laws.

21. 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 Secretary of State Corporation Division all information required by those agencies relative to this Contract. Architect shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to entering into this Contract.

22. COMPLIANCE WITH APPLICABLE LAW. Architect agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Services to be provided under this Contract. Owner'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 11**. Architect specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Architect also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Architect to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Architect of these obligations nor of the requirements of this Contract. Architect further agrees to make payments promptly when due, to all persons supplying to such Architect labor or materials for the performance of the Services to be provided under this Contract; pay all contributions or amounts due the Industrial Accident Fund from such contractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the State 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. If Architect fails or refuses to make any such payments required herein, the appropriate Institution official may pay such claim. Any payment of a claim in the manner authorized in this Section shall not relieve Architect or Architect's surety from obligation with respect to any unpaid claims. Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Oregon Building Codes require all new construction to be totally accessible to people with physical limitations. Owner expects that all spaces in designs for new facilities and in remodel projects will be accessible to people with physical limitations.

- 23. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively "Claim") between Owner and Architect that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by Owner of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, or otherwise. ARCHITECT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- 24. INDEPENDENT CONTRACTOR STATUS OF ARCHITECT.**
- A. Architect as Independent Contractor.** Architect shall perform all required Services as an independent contractor. Although Owner reserves the right (i) to determine (and modify) the delivery schedule for the Services to be performed and (ii) to evaluate the quality of the completed performance, Owner cannot and will not control the means or manner of Architect's performance. Architect is responsible for determining the appropriate means and manner of performing the Services.
- B. Agency Status.** Architect is not an officer, employee, or agent of the Owner as those terms are used in ORS 30.265.
- C. Benefits; Payment of Taxes.** Architect is not a contributing member of the Public Employee's Retirement System and will be responsible for any federal or state taxes applicable to any compensation or payments paid to Architect under this Contract. Owner will not withhold any amounts to cover Architect's tax obligations. Architect will not be eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or worker's compensation, except as a self-employed individual. If this payment is to be charged against federal funds, Architect certifies that it is not currently employed by the federal government.
- 25. ACCESS TO RECORDS.** For not less than three (3) years after Contract expiration, Owner, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Architect and the

Consultants which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. 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 three (3) years or until all litigation is resolved, whichever is longer. Architect will provide full access to such documents in preparation for and during any such litigation.

26. **SEVERABILITY.** The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
27. **FORCE MAJEURE.** Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God, and war, which is beyond such Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
28. **NO WAIVER.** The failure of Owner to enforce any provision of this Contract shall not constitute a waiver by Owner of that or any other provision. Owner's consent to or approval of any act by Architect requiring Owner's consent or approval shall not be deemed to render unnecessary the obtaining of Owner's consent to or approval of any subsequent act by Architect, whether or not similar to the act so consented to or approved.
29. **NOTICE; PARTIES' REPRESENTATIVES.** Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Architect or Owner at the address or number set forth below, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section. Any notice so addressed and mailed, shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Owner, such facsimile transmission must be confirmed by telephone notice to Owner's Representative named below. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission. Representatives for Architect and Owner for purposes of notice and for other specific purposes provided for under this Contract are [list names, addresses, telephones for Architect and Owner representatives].
30. **CONFIDENTIALITY.** Architect shall maintain the confidentiality of information of Owner, 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 the Consultants to execute similar agreements to maintain the confidentiality of information of Owner.
31. **CONFLICT OF INTEREST.** Except with Owner's prior written consent, Architect shall not engage in any activity, or accept any employment, interest, or contribution that would or would reasonably appear to compromise Architect's professional judgment with respect to this Project, including without limitation, concurrent employment on any project in direct competition with the Project, and will provide copies of any such agreements within ten (10) days of the full execution of such agreements.
32. **SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in **Sections 2, "Architect's Standard of Care"; 12,**

"Indemnity"; 13, "Limitation of Liabilities"; 14, "Ownership and Use of Work Product of Architect"; 18, "Termination of Contract; Non- availability of Funds"; 23, "Governing Law; Venue; Consent to Jurisdiction"; 25, "Access to Records"; 30, "Confidentiality"; and 32, "Survival."

- 33. **COUNTERPARTS.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.
- 34. **MERGER CLAUSE.** THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE CONTRACT BETWEEN THE PARTIES ON THE SUBJECT MATTER HEREOF. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIED INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.
- 35. **AUTHORITY.** The representatives signing on behalf of the parties certify that they have read and understood this Contract, agree to be bound by its terms and conditions, and that they are duly authorized by the party for which they sign to make this Contract.
- 36. **HEADINGS.** The captions in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.
- 37. **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 Owner to retain the services of an attorney to enforce any provision of this Contract without initiating litigation, Architect agrees to pay Owner'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.

IN WITNESS HEREOF, the parties have duly executed this Contract as of the Effective Date.

Vendor Name, Architect

Deschutes Public Library, Owner

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

DPL Architect Contract

Exhibit Matrix

Item	Description
Exhibit 1	Schedule of key Personnel
Exhibit 2	Schedule of Hourly Rates
Exhibit 3	Master Project Development Schedule
Exhibit 4	Project Components - just reference RFP
Exhibit 5	Schedule of Values
Exhibit 6	Project Cash flow Per Work Package
Exhibit 7	Change Order Form
Exhibit 8	Form Application for Payment
Exhibit 9	Clarifications and Assumptions.
Exhibit 10	State of Oregon Toxics List
Exhibit 11	Public Contracting Code ORS 279C
Exhibit 12	Owner Hired Consultants

EXHIBIT #1

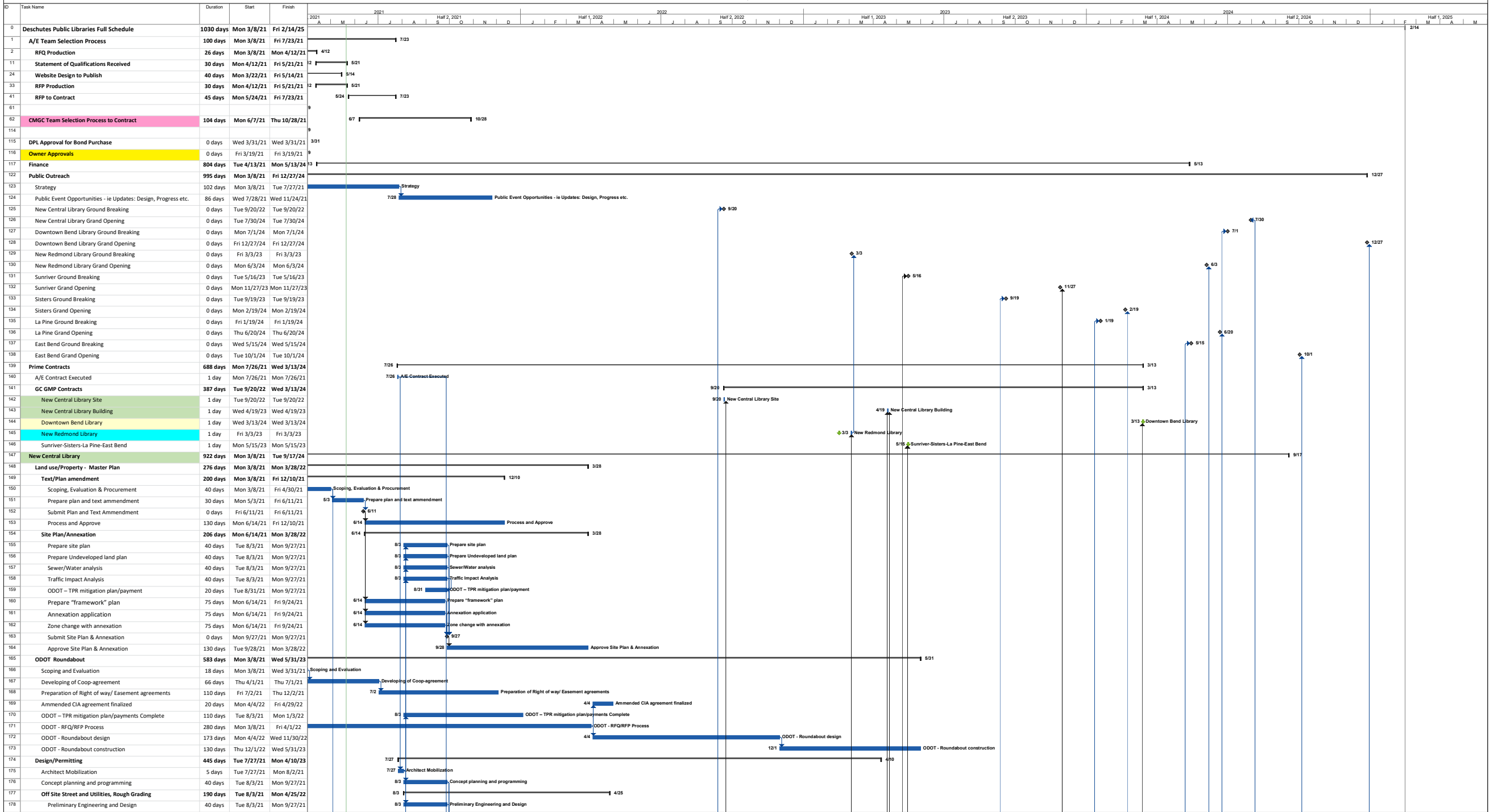
DPL Architect Contract Schedule of key Personnel

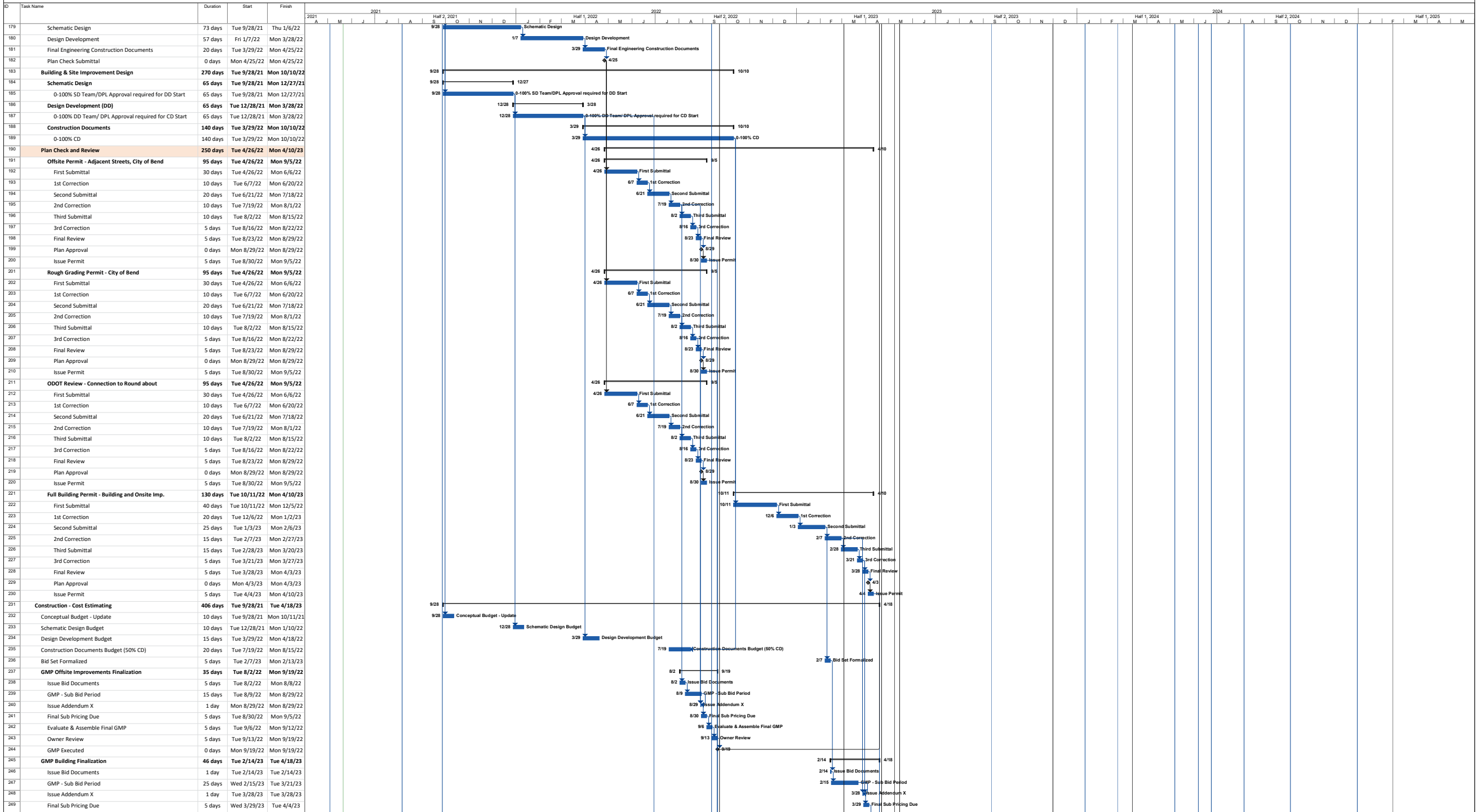
Key Personnel	Name (s)			
	Work Package #1	Work Package #2	Work Package #3	Work Package #4
Principal:				
Lead Architect				
Senior Architectural Designer:				
Architectural Designer:				
Urban Designer:				
Senior Project Manager:				
Project Manager:				
Project Architect:				
Production Personnel:				
Senior Interior Designer:				
Interior Designer:				
Clerical:				
Consultants				
Civil :				
Structural :				
Mechanical :				
Plumbing :				
Electrical :				
IT Infrastructure :				
Low Voltage :				
Security/Access Control :				
A/V :				
Energy Analyst :				
Landscape/Irrigation Design :				
ADA :				
Envelope :				
Waterproofing :				
Roofing :				
Fire & Life Safety :				
Lighting Design :				
Library Special Systems :				
Acoustic :				
FFE/Interior :				
Code :				
Color :				
Signage:				
ETO/BETC Documentation :				

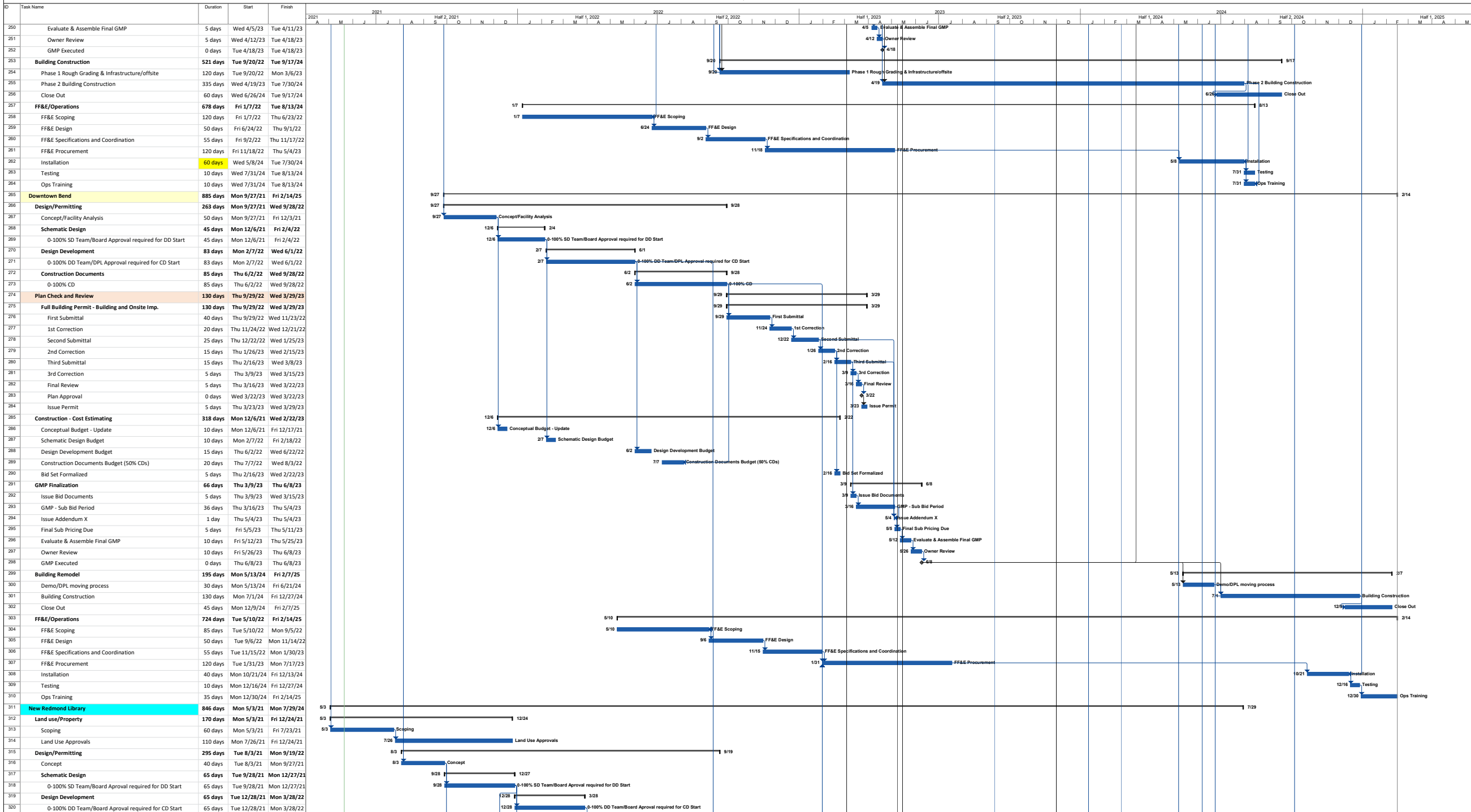
*This list is to be expanded/reduced as required.

EXHIBIT #2

DPL Architect Contract	
Schedule of Hourly Rates	
Key Personnel	Hourly Rate
A/E Firm	\$/Hr
Principal:	\$ -
Lead Architect	\$ -
Senior Architectural Designer:	\$ -
Architectural Designer:	\$ -
Urban Designer:	\$ -
Senior Project Manager:	\$ -
Project Manager:	\$ -
Project Architect:	\$ -
Production Personnel:	\$ -
Senior Interior Designer:	\$ -
Interior Designer:	\$ -
Clerical:	\$ -
	\$ -
	\$ -
Consultants	\$/Hr
Civil :	\$ -
Structural :	\$ -
Mechanical :	\$ -
Plumbing :	\$ -
Electrical :	\$ -
IT Infrastructure :	\$ -
Low Voltage :	\$ -
Security/Access Control :	\$ -
A/V :	\$ -
Energy Analyst :	\$ -
Landscape/Irrigation Design :	\$ -
ADA :	\$ -
Envelope :	\$ -
Waterproofing :	\$ -
Roofing :	\$ -
Fire & Life Safety :	\$ -
Lighting Design :	\$ -
Library Special Systems :	\$ -
Acoustic :	\$ -
FFE/Interior :	\$ -
Code :	\$ -
Color :	\$ -
Signage:	\$ -
ETO/BETC Documentation :	\$ -
* Consultants cost break will be on consultant company Letter head and broken down as A/E firm above. **Expand list as needed.	

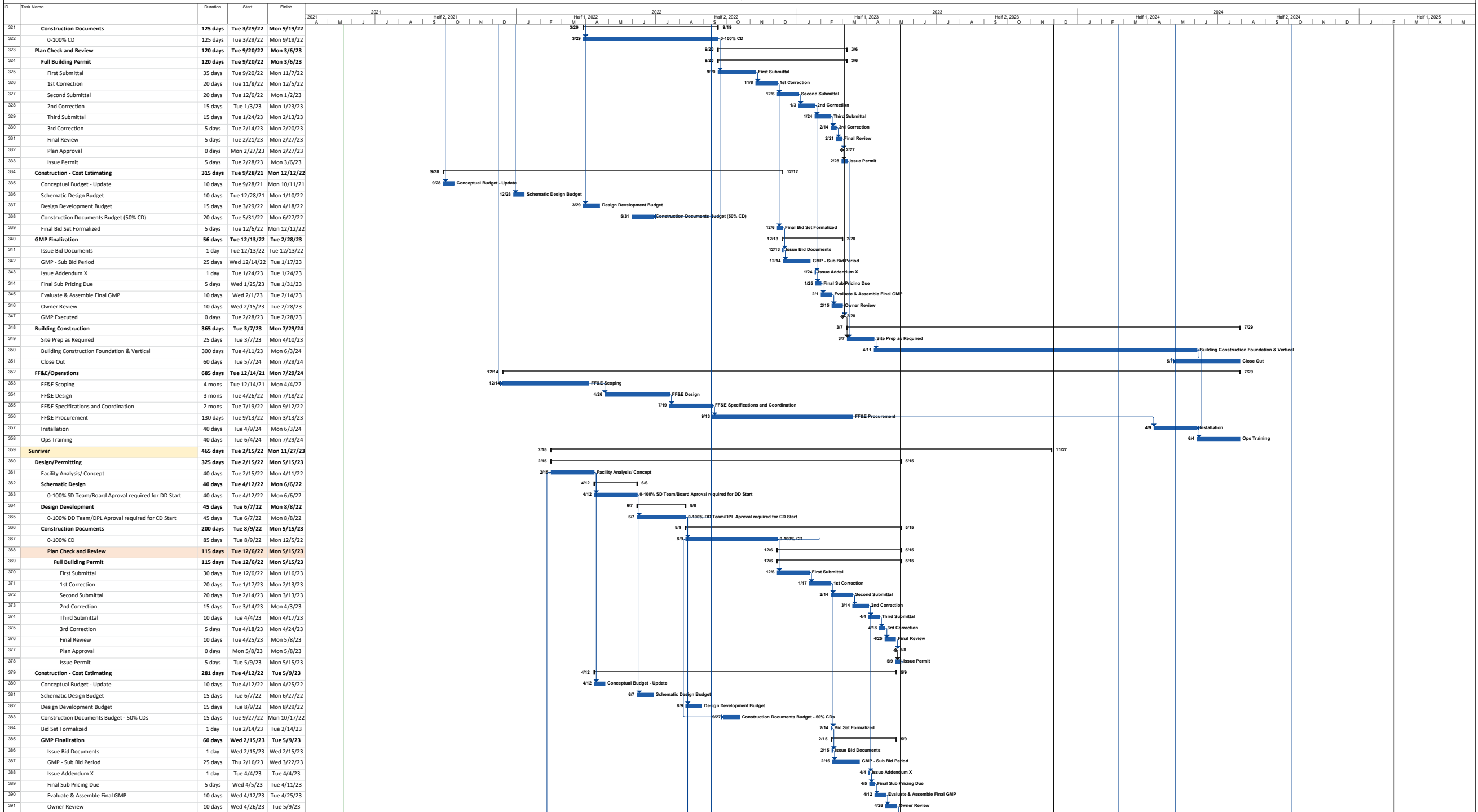


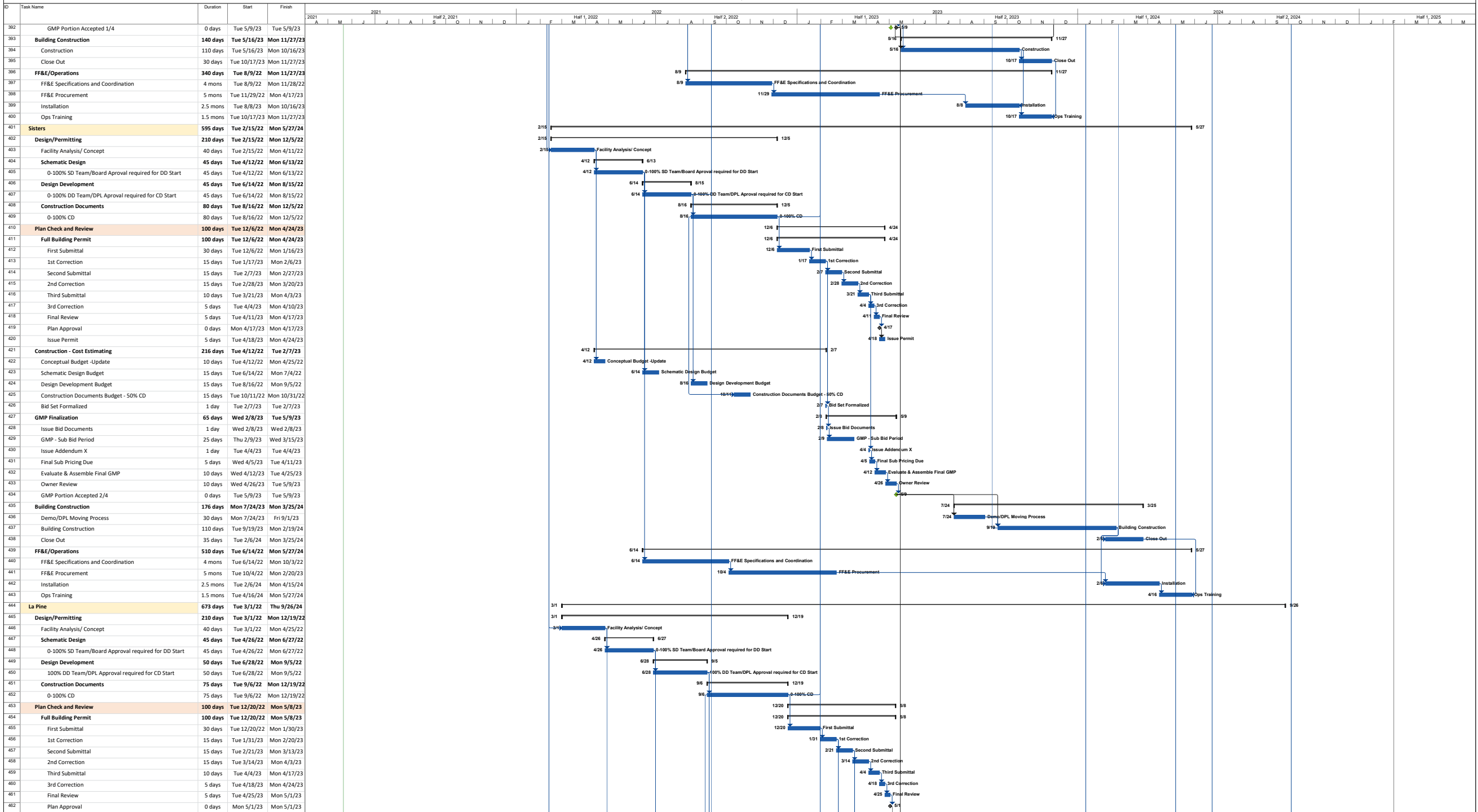




Project: Deschutes Public Library
Date: Fri 5/21/21

Legend:
 Task: Solid blue bar
 Milestone: Diamond symbol
 Project Summary: Dashed blue bar
 External Tasks: Dashed grey bar
 External Milestone: Diamond symbol
 Inactive Task: Grey bar
 Inactive Milestone: Diamond symbol
 Manual Task: Light blue bar
 Manual Summary Rollup: Light blue bar with vertical lines
 Start-only: Blue bar with vertical line on left
 Finish-only: Blue bar with vertical line on right
 Duration-only: Blue bar with vertical lines on both ends
 Manual Progress: Blue bar with vertical lines and a green arrow
 Deadline: Blue bar with a vertical line and a red arrow
 Progress: Blue bar with a green arrow





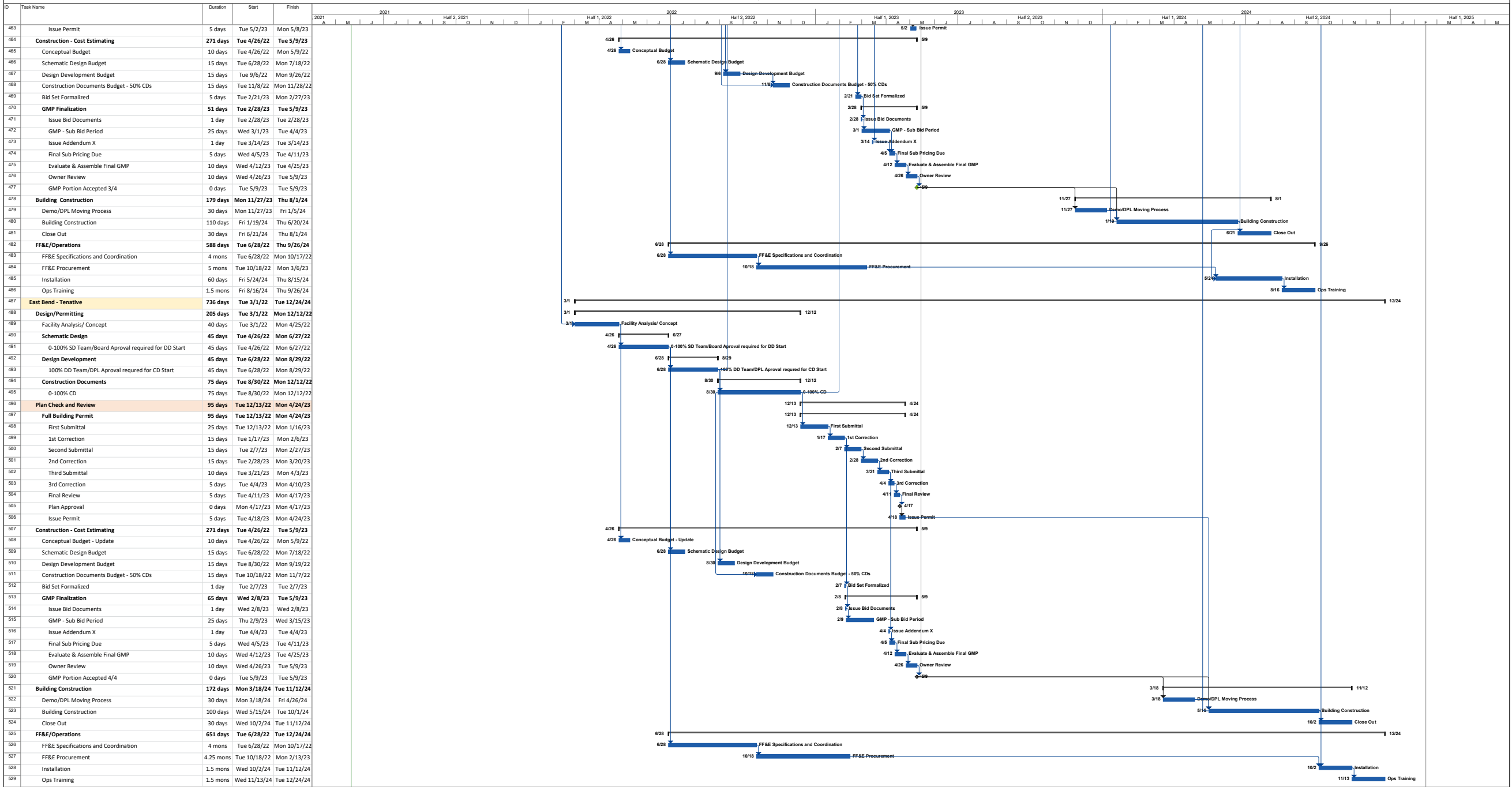


EXHIBIT #4 Not Used

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EXHIBIT #5

DPL Architect Contract Schedule of Values Matrix

Project Phases - Guaranteed Maximum Price (GMP)	Work Package #1 Central Library	Work Package #2 Redmond Library	Work Package #3 Downtown Bend Library	Work Package #4 Branch Renovations
1. Concept Planning/ Programming	\$ -	\$ -	\$ -	\$ -
2. Schematic Design	\$ -	\$ -	\$ -	\$ -
3. Design Development	\$ -	\$ -	\$ -	\$ -
4. Construction Documents	\$ -	\$ -	\$ -	\$ -
5. Project Plan Check and Permitting	\$ -	\$ -	\$ -	\$ -
6. Bidding	\$ -	\$ -	\$ -	\$ -
7. Supplemental Services	\$ -	\$ -	\$ -	\$ -
8. Construction Administration	\$ -	\$ -	\$ -	\$ -
9. Post-construction	\$ -	\$ -	\$ -	\$ -
Maximum Architectural Fee	\$ -	\$ -	\$ -	\$ -
Reimbursable Expense Estimate	Cost + XX%	Cost + XX%	Cost + XX%	Cost + XX%
Grand Total Work Packages #1-4 Maximum Architectural Fees W/O Reimbursable(s)	\$ -	*All consultant's fees are to be broken down by phase as above. *Architect will deliver brake downs to owner and Owner's Rep.		
Total Estimated Hours per Work Package	hrs	hrs	hrs	hrs
Consulting Estimated Fees	Work Package #1 Central Library	Work Package #2 Redmond Library	Work Package #3 Downtown Bend Library	Work Package #4 Branch Renovations
1. Civil :	\$ -	\$ -	\$ -	\$ -
2. Structural :	\$ -	\$ -	\$ -	\$ -
3. Mechanical :	\$ -	\$ -	\$ -	\$ -
4. Plumbing :	\$ -	\$ -	\$ -	\$ -
5. Electrical :	\$ -	\$ -	\$ -	\$ -
6. IT Infrastructure :	\$ -	\$ -	\$ -	\$ -
7. Low Voltage :	\$ -	\$ -	\$ -	\$ -
8. Security/Access Control :	\$ -	\$ -	\$ -	\$ -
9. A/V :	\$ -	\$ -	\$ -	\$ -
10. Energy Analyst :	\$ -	\$ -	\$ -	\$ -
11. Landscape/Irrigation Design :	\$ -	\$ -	\$ -	\$ -
12. ADA :	\$ -	\$ -	\$ -	\$ -
13. Envelope :	\$ -	\$ -	\$ -	\$ -
14. Waterproofing :	\$ -	\$ -	\$ -	\$ -
15. Roofing :	\$ -	\$ -	\$ -	\$ -
16. Fire & Life Safety :	\$ -	\$ -	\$ -	\$ -
17. Lighting Design :	\$ -	\$ -	\$ -	\$ -
18. Library Special Systems :	\$ -	\$ -	\$ -	\$ -
19. Acoustic :	\$ -	\$ -	\$ -	\$ -
20. FFE/Interior :	\$ -	\$ -	\$ -	\$ -
21. Code :	\$ -	\$ -	\$ -	\$ -
22. Color :	\$ -	\$ -	\$ -	\$ -
23. Signage:	\$ -	\$ -	\$ -	\$ -
24. ETO/BETC Documentation :	\$ -	\$ -	\$ -	\$ -
25.	\$ -	\$ -	\$ -	\$ -
26.	\$ -	\$ -	\$ -	\$ -
27.	\$ -	\$ -	\$ -	\$ -
28.	\$ -	\$ -	\$ -	\$ -
Total Consultant Fee(s)	\$ -	\$ -	\$ -	\$ -
Grand Total MDS Projects #1-4 Consultant Fees	\$ -			

EXHIBIT #6.1 to 6.4 Sample

DPL Architect Contract

Work Package Cashflow

July X, 2021

The following is a Example cash flow projection for the monthly progress billings.

A separate cashflow is required for each Work Package 1 to 4.

Monthly billings should follow the Schedule of activities in the Master Developmet Schedule.

Month	Amount WP1	Amount WP2	Amount WP3	Amount WP4	Cumulative \$/Mo
1	20,000.00	15,000.00	10,000.00	5,000.00	50,000.00
2	30,000.00	15,000.00	20,000.00	5,000.00	120,000.00
3	40,000.00	30,000.00	30,000.00	10,000.00	230,000.00
4	50,000.00	30,000.00	40,000.00	10,000.00	360,000.00
5	60,000.00	30,000.00	50,000.00	10,000.00	510,000.00
6	70,000.00	30,000.00	50,000.00	10,000.00	670,000.00
7	80,000.00	30,000.00	50,000.00	10,000.00	840,000.00
8	90,000.00	30,000.00	60,000.00	10,000.00	1,030,000.00
9	95,000.00	15,000.00	70,000.00	5,000.00	1,215,000.00
10	95,000.00	15,000.00	80,000.00	5,000.00	1,410,000.00
11	90,000.00	15,000.00	90,000.00	5,000.00	1,610,000.00
12	80,000.00	15,000.00	95,000.00	5,000.00	1,805,000.00
13	70,000.00	15,000.00	95,000.00	5,000.00	1,990,000.00
14	60,000.00	15,000.00	90,000.00	5,000.00	2,160,000.00
15	50,000.00	30,000.00	80,000.00	10,000.00	2,330,000.00
16	50,000.00	30,000.00	70,000.00	10,000.00	2,490,000.00
17	50,000.00	30,000.00	60,000.00	10,000.00	2,640,000.00
18	40,000.00	30,000.00	50,000.00	10,000.00	2,770,000.00
19	30,000.00	30,000.00	40,000.00	10,000.00	2,880,000.00
20	20,000.00	30,000.00	30,000.00	10,000.00	2,970,000.00
21	10,000.00	30,000.00	20,000.00	10,000.00	3,040,000.00
TOTAL \$	1,180,000 \$	510,000 \$	1,180,000 \$	170,000 \$	33,120,000

Chart Title

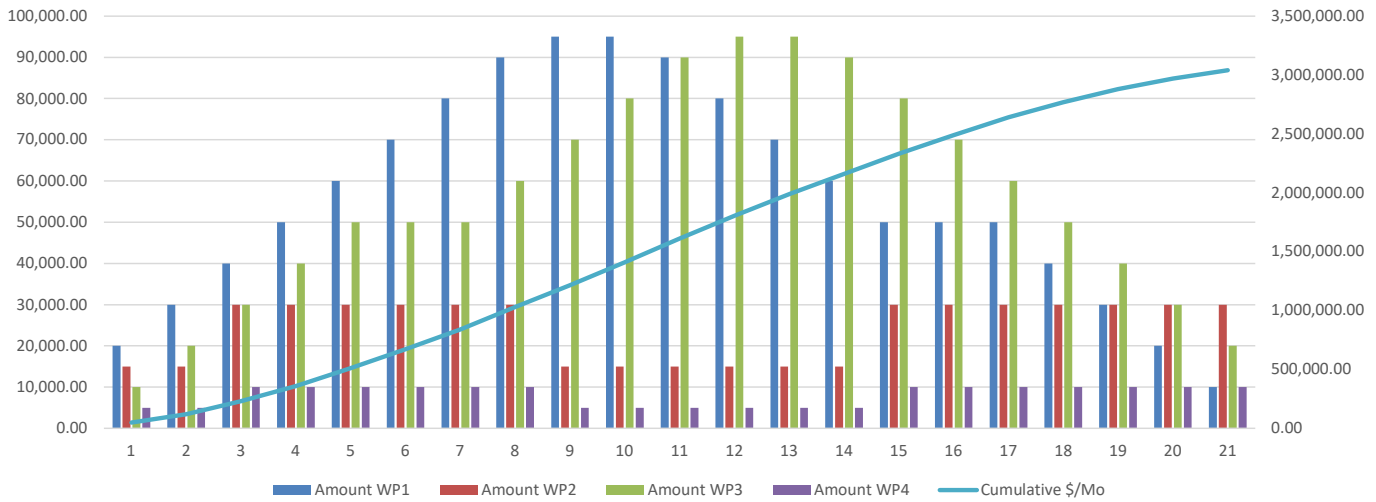


EXHIBIT #7

DPL Architect Contract Change Orders July X, 2021

CHANGE ORDER

#01

PROJECT: DPL Libraries Work Package #X DATE :

TO: Architect
14 We Draw Boulevard, Suite 600
Bend, Oregon 77777-7777

Architect acknowledges, by its execution and acceptance of this change order, that the adjustments in contract price and/or time shown hereon constitute full and complete compensation and satisfaction for all Work performed through the date of this Change Order, including the work performed under this Change Order by Architect or by any of its sub consultants, except for retention and unresolved change order proposals listed below, and that the adjusted contract price and/or time shown hereon is an accurate representation of the contract price and time. Except for unresolved change orders listed, all previous requests for a price and/or time adjustment are satisfied by this Change Order.

Further, in consideration for the price and/or time adjustment made herein, the Architect hereby releases and waives any and all claims, causes of action, and/or lien rights against the Owner or the Project for all costs, expenses, or losses of any nature or description which have arisen or are in any manner related to any aspect of the Work from the date the Work originally commenced to the date of this Change Order, except for retention and unresolved change order proposals listed below, and this release and waiver shall otherwise apply to all claims, disputes, and other matters through the date of the Change Order, including all claims for direct and indirect costs, impacts, inefficiencies, productivity losses, delays, accelerations, ripple effects, cumulative impacts, field and home office overhead, equipment costs, and all other consequential and incidental cost, losses or damages.

Unresolved Change Order Proposals: NONE

DESCRIPTION OF THE CHANGE OR MODIFICATION

1	\$0.00
2	0.00
3	0.00
4	0.00
	0.00
	0.00
	0.00

CHANGE ORDER TOTAL : \$0.00

ORIGINAL CONTRACT AMOUNT : \$0.00
PREVIOUS CHANGES : 0.00
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER : 0.00
AMOUNT OF THIS CHANGE ORDER : 0.00
REVISED CONTRACT AMOUNT : 0.00

ORIGINAL CONTRACT SUBSTANTIAL COMPLETION DATE : January 0, 1900
TIME ADDITIONS/CREDITS FROM PREVIOUS CHANGES : 0
SUBSTANTIAL COMPLETION DATE PRIOR TO THIS CHANGE ORDER : January 0, 1900
TIME ADDITIONS/CREDITS FROM THIS CHANGE ORDER : 0
REVISED SUBSTANTIAL COMPLETION DATE : January 0, 1900

OWNER

Deschutes Public Library
507 NW Wall Street
Bend, OR 97703

ARCHITECT

Architect
14 We Draw Boulevard, Suite 600
Bend, Oregon 77777-7777

SIGNATURE

SIGNATURE

TYPED NAME

TYPED NAME

DATED

DATED

EXHIBIT #8

DPL Architect Contract Pay Applications

Pay Application form to be used are the **AIA G702** and **G703** . Billing will be further broken out by from the Schedule of Values by Work Package, Phase for Architect services and Consultant by Work Package, Phase to the satisfaction of the Owner or the Owner's Representative.

EXHIBIT #9

DPL Architect Contract Clarifications and Assumptions July X, 2021

Item	Description
1	
2	
3	
4	
5	
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16	
17	
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19	
20	

**EXHIBIT #10
DPL Architect Contract**



Updated Toxics Focus List Chemicals

Chemical Category	Updated Toxics Focus List Chemicals (2019)				
Combustion and Petroleum By-Products	Polycyclic Aromatic Hydrocarbons (PAHs)	Dioxins and Furans	Napthalenes		
Consumer Product Constituents	Phthalates	Triclosan	4-Nonyphenol (and Nonyphenol Ethoxylates)	Bisphenol A	DEET
	Per- and Polyfluoroalkyl Substances (PFAS)	Phenol	Octylphenol, 4-tert-	Ethinylestradiol, 17a-	Vinyl Chloride
Current-Use Pesticides	Diazinon	Chlorpyrifos	Atrazine	Trifluralin	Chlorothalonil
	Malathion	Permethrin	Carbaryl	Pentachlorophenol	Diuron
	Glyphosate	2,4-D	Propoxur (Baygon)	Pendamethalin	
Flame Retardants and Industrial Intermediates	Polybrominate Diphenyl Ethers (PBDEs)	Polychlorinated Biphenyls (PCBs)	Tris (2-chloroethyl) Phospate (TCEP)	Tris (dichloroisopropyl) Phosphate (TDCP)	Ammonia
Legacy Pesticides	Dieldrin	DDT (and metabolites)	Chlordane (and metabolites)	Aldrin	Methoxychlor
	Heptachlor (and Heptachlor epoxide)	Hexachlorobenzene	Hexachlorocyclohexane, alpha- (alpha-BHC), beta- (beta-BHC), gamma- (Lindane)		
Metals	Mercury (and methylmercury)	Copper	Cadmium	Chromium	Arsenic
	Lead	Nickel	Manganese	Silver	Beryllium
	Cobalt	Bis (tributyltin) Oxide	Zinc		
Volatile Organic Compounds (VOCs)	Tetrachloroethylene (Perc)	Benzene	Ethylbenzene	Trichloroethylene	Dichlorobenzene, 1,4- (Dichlorobenzene-p)
	Toluene	Formaldehyde	Acetaldehyde	Styrene	Xylenes

Newly added chemicals in 2020

Chemicals removed from list in 2020

Exhibit 11
DPL Architect Contract
PUBLIC CONTRACTING CODE
REQUIREMENTS
For ORS 279C Personal Service Contract

1. Architect 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. Architect shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Architect or Subcontractor incurred in the performance of the Contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Architect or any Subcontractor in connection with the performance of the Contract shall promptly be paid.
3. Architect shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Architect and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. Architect 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, Architect 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 Architect 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. Architect 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 \$1,000,000.
8. Pursuant to ORS 279C.530(2), all employers, including Architect, 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. Architect shall ensure that each of its subcontractors complies with these requirements.
9. All sums due the State Unemployment Compensation Fund from the Architect 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 Owner for any willful failure on the part of Architect to faithfully perform the contract according to its terms.
11. Architect 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. Architect certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
13. In the performance of this Contract, the Architect 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 Owner's Public Contracting Rule 137-049-0880, the Owner may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.

EXHIBIT #12

DPL Architect Contract Schedule of Owner Hired Consultants

- Cival Producing Land use Exhibits - HWA
- Land use Consultants - Brooks Resources
- Traffic Engineer - Transight
- ALTA / TOPO Survey - Central - HWA
- ALTA / TOPO Survey - Redmond - HWA
- Archeo/Paleo consultant
- Historical Consultant
- Geotechnical Engineer
- Environmental Report
- Working Drawings -3rd Party Review
- Special Inspections & Testing
- Waterproofing/Roofing Inspection
- Window/Curtainwall Testing
- Envelope Testing
- Cost Consultants -3rd Party Review
- Insurance Consultant
- Auditor/ Accounting Consultant
- Purchasing Manager for FF&E
- FF&E Warehousing and Install
- Material Relocation
- Commissioning Agent
- Computer Purchasing TBD
- Opening Day Collection Purchase

Owner reserves the right to change the list of Owner's hired consultants as the Owner needs change.

**Expand list as needed.