

# DESCHUTES PUBLIC LIBRARY DISTRICT COST ESTIMATING SERVICES CONTRACT FOR THE LIBRARIES PROJECT

This Contract is by and between Deschutes Public Library District (“District”) and NAME (“Estimator”) for the performance of Cost Estimating services for the District’s entire Libraries Project (“Project”)

## A. RECITALS

WHEREAS, the Owner desires to have the assistance of Professional Cost Estimating Services for the Project; and

WHEREAS, the Estimator 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 A - Scope of Services

Exhibit B - Master Development Schedule

Exhibit C - Estimator’s Consulting Fee Proposal

Exhibit D - Oregon Personal Services 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 Exhibit D, then Exhibit A, then Exhibit B and then Exhibit C in that order.

## C. AGREEMENT

### 1. Term

The term of this Contract shall be from its execution to project completion on or before 27th September, 2024, and may be extended for additional periods of time upon mutual agreement of both parties. Such extension(s) will consider Estimator’s schedule of charges attached as Exhibit A to this Agreement.

### 2. Scope of Work

Estimator shall provide all services and deliver all materials as specified in the attached Exhibit A. All services and materials shall be provided by Estimator in accordance with the exhibits in a competent and professional manner.

Estimator shall be available to receive District and District representative’s questions. Estimator shall respond to such questions and issues from District within **one (1)** business day.

Upon District’s request and without additional compensation, Estimator shall make such revisions to completed work product documents as are necessary to correct errors or

omissions appearing therein, which deviated from the standard of care described in Section 20.

### **3. Compensation**

3.1 Payment. Estimator shall complete its scope of work as defined above and in attached Exhibits for a maximum not to exceed total fee of: a) \$XX,XXX.00 for Cost Estimating services. b) \$ XX,XXX.00 for subsequent Cost Estimating Support services.

3.2 Invoices. Payments shall be based upon monthly invoices which Estimator shall submit to the District, detailing the previous months' fees, costs and percentage of the project completed at that time. Reimbursable expenses shall be itemized and backup invoices provided if required by District. Upon request, Estimator will provide the District with documents, records, and Estimates evidencing the progress made on the project to date. Estimator shall send invoices to District's representative at District's address set forth in Section 5. No payment shall be due for work undertaken, but not invoiced monthly during the course of the project.

3.3 Payments.

- a. District will review Estimator's invoice and within ten (10) days of receipt notify Estimator in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, District shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If District fails to make any payment due Estimator for services and expenses within thirty (30) days of the date on Estimator's invoice therefore, late fees will be added to amounts due Estimator at the rate of 1.0 percent per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Estimator may, after giving seven (7) days written notice to District, suspend services under this Contract until Estimator has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

### **4. Estimator Is an Independent Estimator**

Estimator shall be an independent Estimator for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While District reserves the right to set the schedule and evaluate the quality of Estimator's completed work, District cannot and will not control the means and manner of Estimator's performance. Estimator is responsible for determining the appropriate means and manner of performing its work. Estimator is responsible for all federal and state taxes applicable to compensation and payment paid to Estimator under the Contract and will not have any amounts withheld by District to cover Estimator's tax obligations. Estimator is not eligible for any District fringe benefit plans.

### **5. Notices**

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

District: Todd Dunkelberg, Director  
Deschutes Public Library District  
507 NW Wall Street  
Bend, OR 97703  
Phone: (541) 312-1021  
Fax: (541) 389-2982  
Email: [toddd@deschuteslibrary.org](mailto:toddd@deschuteslibrary.org)

Estimator: Estimator  
ESTIMATES Inc.  
123 Any Street.  
City, State Zip  
Phone:  
Email:

## 6. Indemnification

Estimator shall indemnify, hold harmless, and defend District and its representatives, officers, directors, and employees from any loss or claim made by third parties, including reasonable legal fees and costs of defending actions or suits to the extent caused by the Estimator's negligent or intentional performance or non-performance, including that of Estimator, its employees, representatives, or Subconsultants. If the loss or claim is caused by the joint concurrent negligence or other fault of District and Estimator, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

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

## 7. Insurance Requirements

- 7.1 During the term of this Contract, Estimator shall maintain, at its own expense, the following types insurance in the following amounts:
- a. Commercial General Liability insurance with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage. Coverage shall include contractual liability coverage for the indemnity provided under this Contract.

- b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
  - c. Professional Liability insurance covering Estimator's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$1,000,000 per each claim, incident, or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of six (6) years after final completion.
  - d. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.
- 7.2 Except as required in 7.1(c) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.
- 7.3 Policies shall provide that District, its council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and a waiver of subrogation against them shall be obtained for the coverages required in Section 7.1(b) and 7.1(c).
- 7.4 The coverage under Section 7.1 shall be primary over any insurance District may carry on its own.
- 7.5 District shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract.
- 7.6 All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to District and that are qualified to do business in the state of Oregon.
- 7.7 Estimator shall furnish District with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by District, Estimator shall furnish District with executed copies of such policies of insurance. Estimator shall provide District with thirty (30) days' notice of cancellation, termination or non-renewal in coverage. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

## **8. Workers' Compensation**

- 8.1 Estimator, its Subconsultants, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.

8.2 Estimator warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Estimator shall indemnify District for any liability incurred by District as a result of Estimator's breach of the warranty under this paragraph.

**9. Hours of Employment**

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

**10. Assignment**

Neither party may assign any rights, claims, or obligations under this Contract without the other party's prior written consent. Estimator may not subcontract for performance of any of its responsibilities under this Contract without District's prior written consent, which consent shall not be unreasonably withheld. Either party's assignment of its responsibilities without the other party's consent or the Estimator's subcontracting of any of its responsibilities under the Contract without District's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Estimator shall remain liable for all of its obligations under this Contract.

**11. Labor and Material**

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

**12. Ownership of Work and Documents**

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

**13. Termination for Convenience**

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, District may terminate all or part of this Contract upon determining that termination is in the best interest of District by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Estimator. Upon termination under this paragraph, Estimator shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) District has against Estimator. Pursuant to this paragraph, Estimator shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Estimator. District shall not be liable for any costs

invoiced later than thirty (30) days after termination unless Estimator can show good cause beyond its control for the delay.

#### **14. Termination for Cause**

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

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

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

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

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

#### **16. Remedies**

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

- 16.1 If terminated under paragraph 15 by District due to a breach by Estimator, District may complete the work either itself, by agreement with another Estimator, 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 Estimator shall pay to District the amount of the reasonable excess.
- 16.2 In addition to the above remedies for a breach by Estimator, District also shall be entitled to any other equitable and legal remedies that are available.

- 16.3 If District breaches this Contract, Estimator's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Estimator is entitled.
- 16.4 District shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by District, Estimator shall immediately cease all activities related to the services and work under this Contract. As directed by District, Estimator shall, upon termination, deliver to District all then existing work product that, if the Contract had been completed, would be required to be delivered to District.

**17. Nondiscrimination**

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

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

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between District and Estimator that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Estimator BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**19. Compliance with Laws and Regulations**

Estimator shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Estimator expressly agrees to comply with: (i) ORS 659A.142; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) District's performance under this Contract is conditioned upon Estimator's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Estimator, its subconsultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Estimator shall adhere to all safety standards and regulations established by District for work performed on its premises or under its auspices.

**20. Experience, Capabilities and Resources**

By execution of this Contract, the Estimator agrees that:

Estimator is an experienced Cost Estimating consulting firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract.

Estimator has the capabilities and resources necessary to perform the obligations of this Contract.

Estimator is familiar with all current laws, rules, and regulations which are applicable to the project, and all documents prepared by Estimator shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

**21. Cost Estimates and other Documents**

Estimator hereby agrees that it will, in a manner consistent with its standard of care defined in above in Section 20, prepare all cost estimates and other documents pursuant to this Contract so that they are complete.

**22. Errors and Omissions**

Estimator shall be responsible for correcting any errors or omissions in the Cost Estimates and/or other documents which deviate from the standard of care set forth in Section 20. Estimator shall correct at no additional cost to District any and all such errors and omissions in the cost estimates, and other documents prepared by Estimator or its subconsultants. Estimator further agrees to assist District in resolving problems relating to the project to the extent applicable to Estimator's services under this Agreement.

**23. Contract Performance**

Estimator shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. All project documents shall be completed sufficient for turn in for review no later than "**Construction - Cost Estimating**" dates shown in the attached **Master Development Schedule** (hereinafter the "Critical Dates"). Estimator Upon Award of this contract will commence **Conceptual Budget update**.

Estimator shall not be liable for delays that are beyond Estimator's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Estimator's warranties or a default or defect in performance by Estimator that has not been cured. Estimator agrees that time is of the essence under this Contract.

**24. Access to Records**

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, District, and its duly authorized representatives shall have access to Estimator's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Estimator shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever



is longer. Estimator shall provide full access to these records to District, and its duly authorized representatives in preparation for and during litigation.

## **25. Representations and Warranties**

Estimator represents and warrants to District that (1) Estimator 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 Estimator enforceable in accordance with its terms and, (3) Estimator 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 services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

## **26. District Obligations**

- 26.1 District shall provide full information in a timely manner regarding requirements for and limitations on the project. With regard to Subconsultant liens, District shall furnish to Estimator, within fifteen (15) days after receipt of a written request, information necessary and relevant for Estimator to evaluate, give notice of, or enforce lien.
- 26.2 District shall provide prompt written notice to Estimator if District becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Estimator's performance under the contract.
- 26.3 District shall pay Estimator in accordance with paragraph 3 and Exhibit A of this Contract, upon receipt of Estimator's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed and progress made upon the project to date, on a pro rata basis.
- 26.4 District shall report the total amount of all payments to Estimator, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 26.5 District shall guarantee access to, and make all provisions for Estimator to enter upon public and private property necessary for performance of the Scope of Work over which District exercises control.

## **27. Arbitration**

All claims, disputes, and other matters in question between the District and Estimator arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in District's sole discretion, in accordance with the Oregon Uniform 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.

A claim by Estimator arising out of, or relating to this Contract must be made in writing and delivered to the District Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the District Administrator 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 District Administrator will be considered by the District 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 Estimator may file a written request for arbitration with the District Administrator. No demand for arbitration shall be effective until the District 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 District has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the District Board's decision being binding upon the District and Estimator.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement, subject to applicable statutes of limitation, except as set forth above. The District, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Estimator to proceed through the courts for relief. If arbitration is followed, 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 will not be subject to modifications or appeal except to the extent permitted by Oregon law.

**28. Attorney Fees**

If 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 costs and disbursements. Further, if it becomes necessary for District to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Estimator agrees to pay District's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

**29. Successors and Assigns; Subconsultants and Assignments**

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

**30. Limitation of Liabilities**

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

**31. Foreign Estimator**

If Estimator is not domiciled in or registered to do business in the state of Oregon, Estimator 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. Estimator shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

**32. Confidentiality**

Estimator and Estimator's Subconsultants and subconsultants shall maintain the confidentiality of any of District's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Estimator from establishing a claim or defense in an adjudicatory proceeding for a period of three (3) years from completion of services under this Agreement. Estimator shall require similar agreements from District's and/or Estimator's subconsultants to maintain the confidentiality of information of District.

**33. Force Majeure**

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

**34. Waivers**

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

**35. Severability**

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

**36. Headings**

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

**37. Integration**

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract.

**38. Amendments**

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

**39. Authority**

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

DISTRICT:

ESTIMATOR:

DESCHUTES PUBLIC LIBRARY DISTRICT

NAME.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### SCOPE OF SERVICES

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

The ESTIMATOR will provide Professional Cost Estimating services for the project consisting of four (4) work packages, working collaboratively with the Owner's Representative(s), Architect(s), Construction Manager/General Estimator (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 scope of Services to be performed under this Agreement for the Project includes the four (4) Work Packages containing the following: Conceptual Phase, Schematic Design Phase, Design Development Phase, Construction Documents Phase.

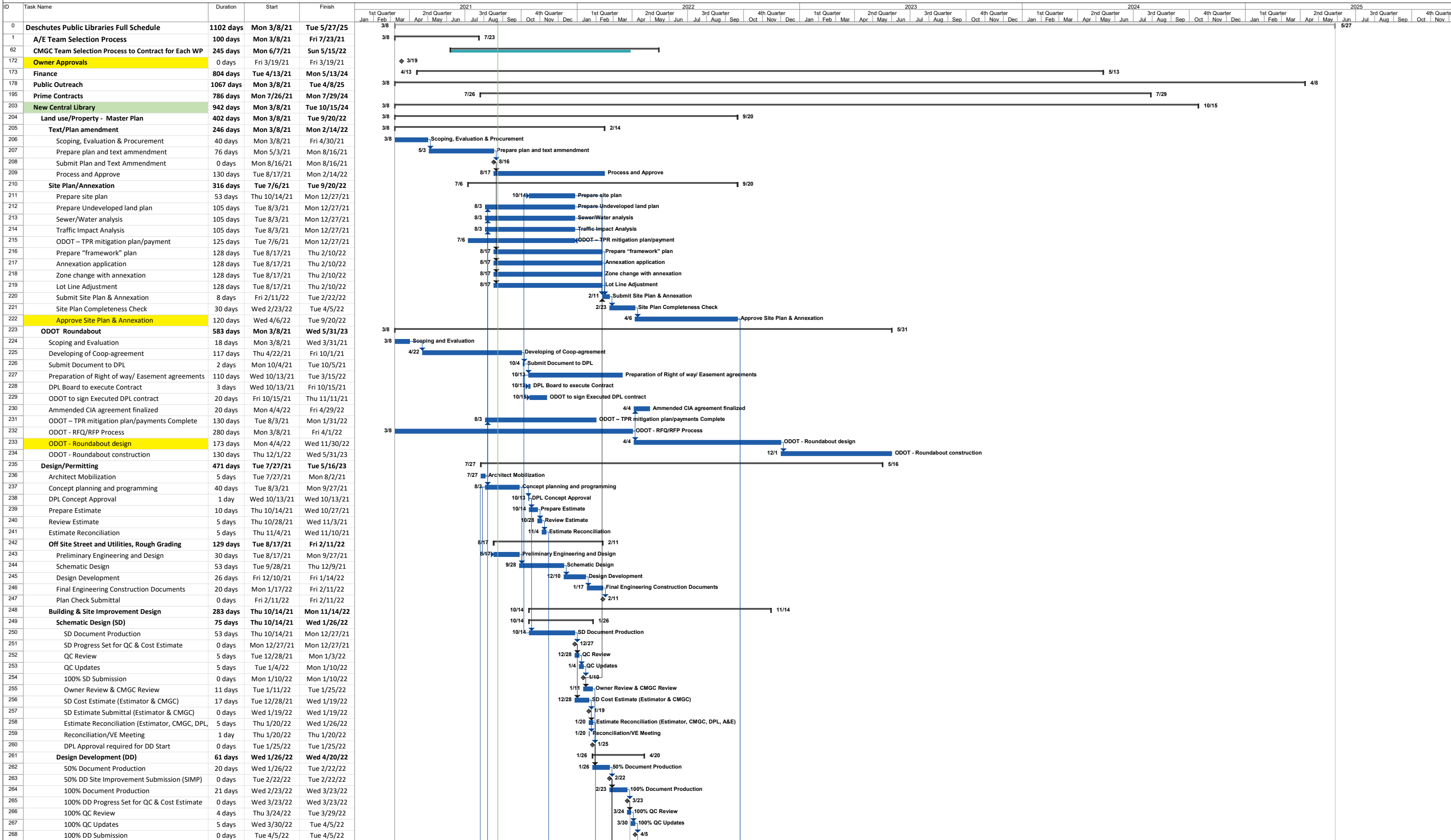
1. Each of the 4 Work Package's Construction Budgets - Review the Owner's established Project budget as soon as major program requirements have been identified for each phase of each work Package: Conceptual Drawings, Schematic Drawings, Design Development and Construction Documents.
2. Update the construction budgets, at the phased intervals required by the Owner as shown in the Master Development Schedule, for the Owner's approval.
3. Attend Pre-Estimate meetings with the Owner's Representative, Architect and CMGC as required for each and every phase of every Work Package to facilitate the preparation of each estimate.
4. Prepare each estimate based on a quantity survey of drawings and specifications at the end of Each Phase in each Work Package for approval by the Owner.
5. Update and refine this estimate for Owner's approval as the development of the drawings and specifications proceeds through the phases of each of the four (4) Work Packages.
6. Provide all quantity take offs, data and quantified assumptions forming a complete estimate at the conclusion of each phase of each Work Package including Reconciliation meetings as required for each Phase of each Work Package.
7. The last cost estimate of each Work Package from the Construction Documents Phase will be done at the fifty percent (50%) basis in lieu of (100%).
8. The four (4) Work Packages will be overseen and managed by a Senior Estimating Estimator.
9. All estimates will be completed by the same estimator(s) throughout the life and progression of each Work Package Phase, fully detailed to the Owner Representatives satisfaction and provided at a minimum with its complete basis including but not limited to; all quantities, dated documents and assumptions comprising each estimate.
10. Advise the Owner's Representative if it appears that a Work Package Budget will not be met and, in that event, make recommendations for corrective action.

**C. Master Development Schedule.** The Parties agree that this Contract shall be performed according to the Master Development Schedule: **See Exhibit B**

**D. Additional Owner Support Services.** In addition to the afore mentioned scope, an allowance of an additional 40hrs of work and or meetings will be added for each of the four (4) Work Packages to be used at the owner's discretion called subsequent Cost Estimating Support services.

**Exhibit B**

**Master Development Schedule**



Project: Deschutes Public Librarie  
Date: Tue 8/24/21

Task Split

Milestone

Project Summary

External Milestone

Inactive Milestone

Manual Task

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

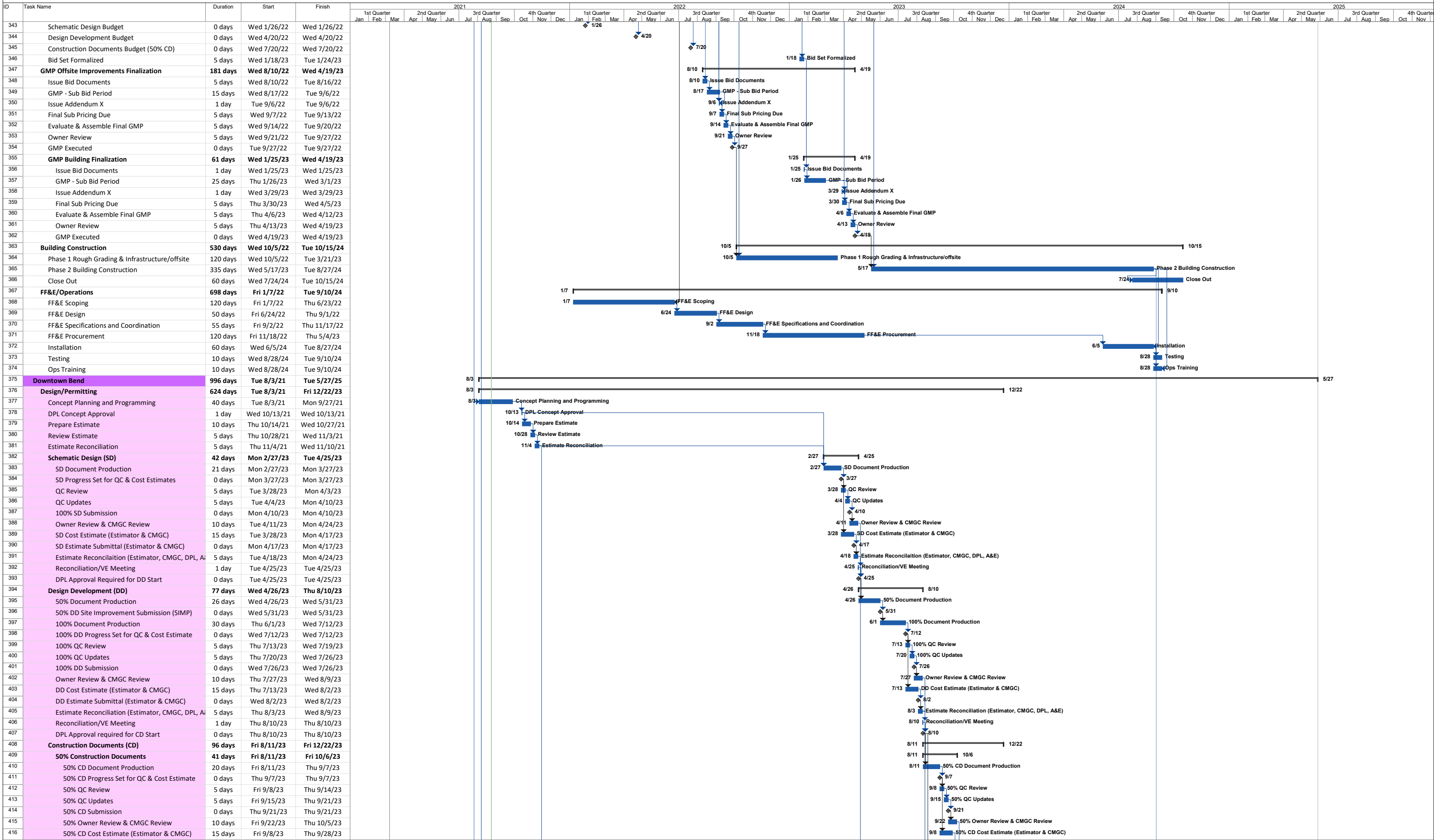
Deadline

Progress

Manual Progress

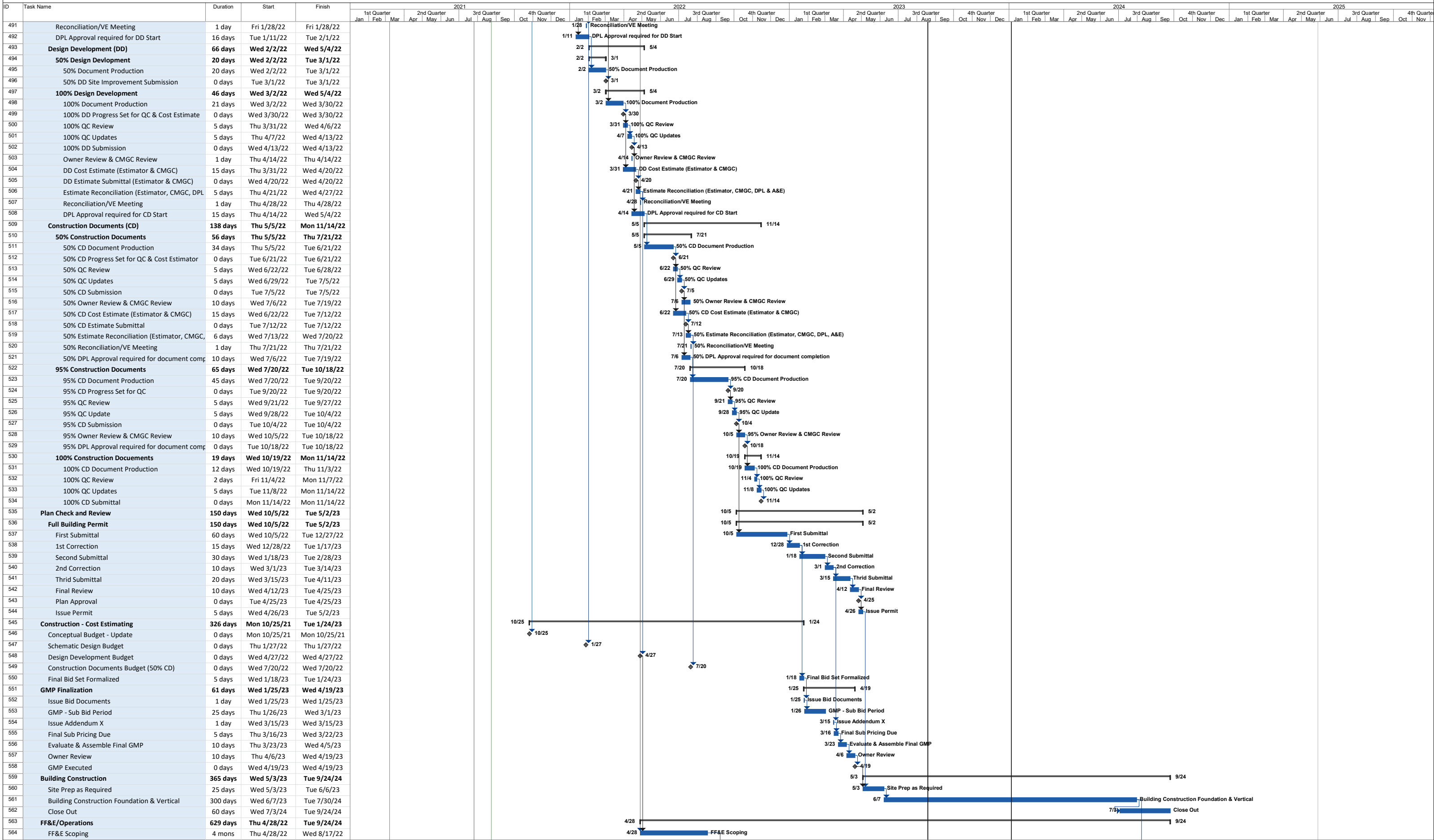






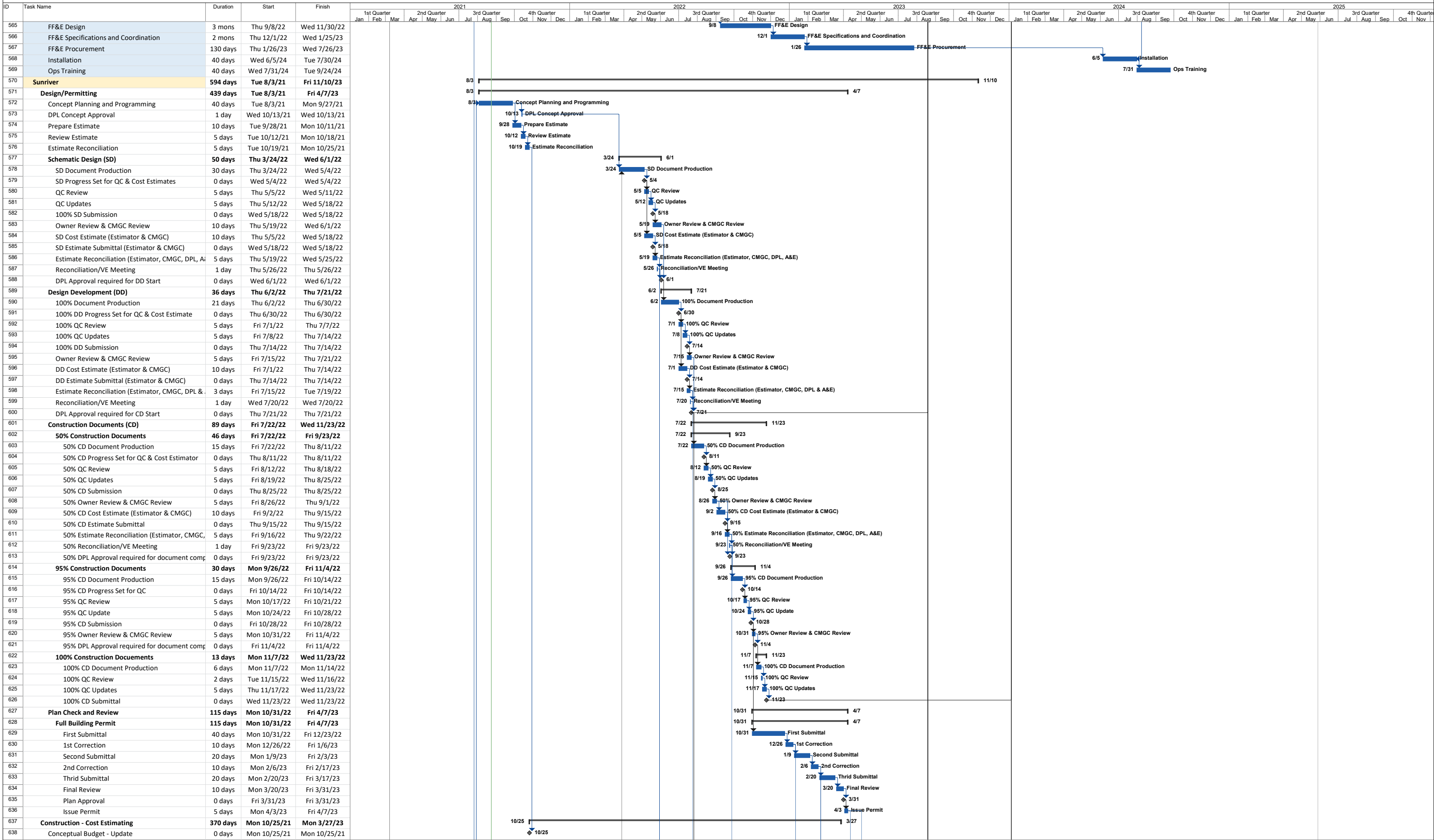
Project: Deschutes Public Library	Task	Milestone	Project Summary	External Milestone	Inactive Milestone	Manual Task	Manual Summary Rollup	Start-only	Deadline	Manual Progress
Date: Tue 8/24/21	Split	Summary	External Tasks	Inactive Task	Inactive Summary	Duration-only	Manual Summary	Finish-only	Progress	



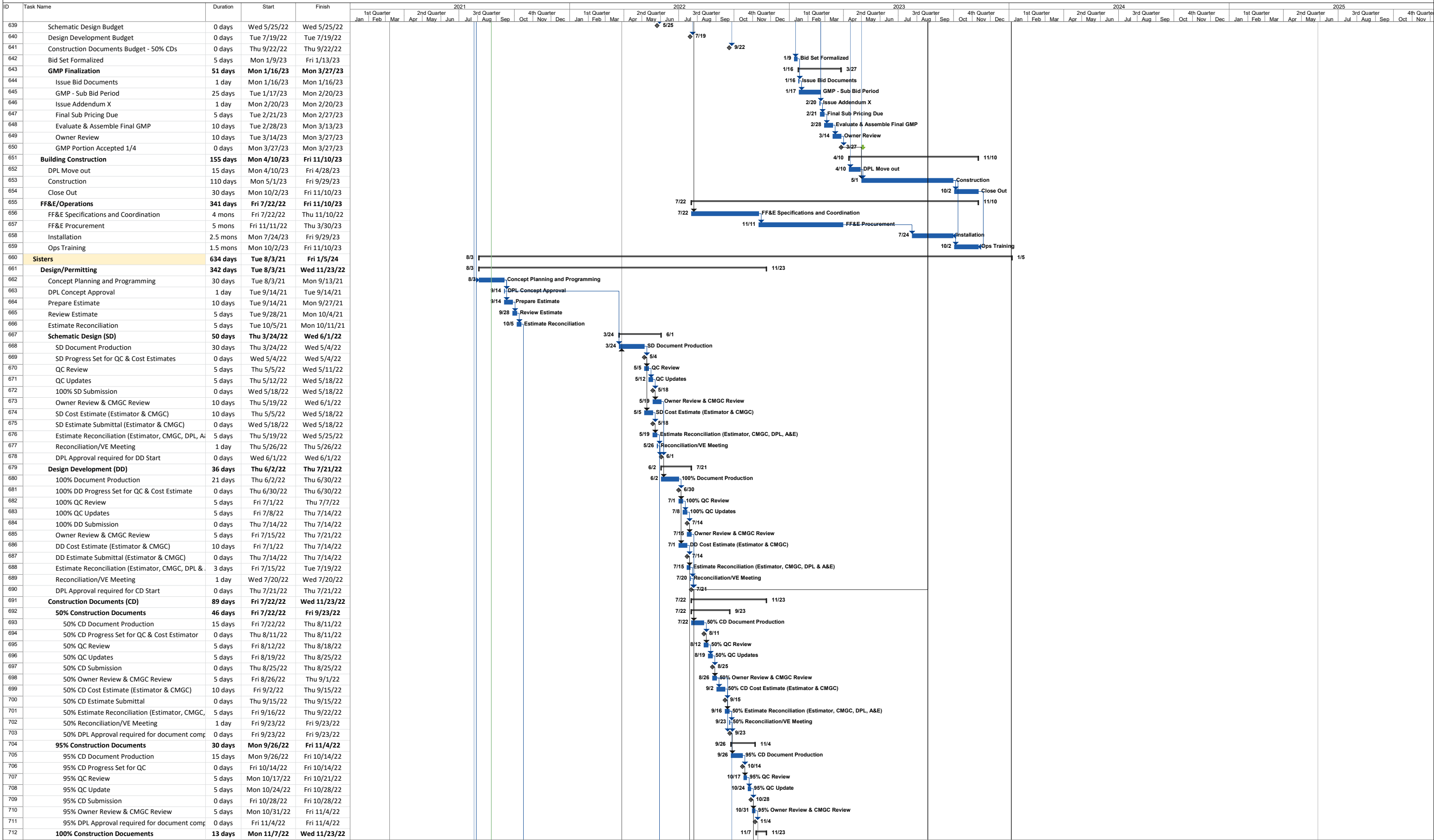


Project: Deschutes Public Librar



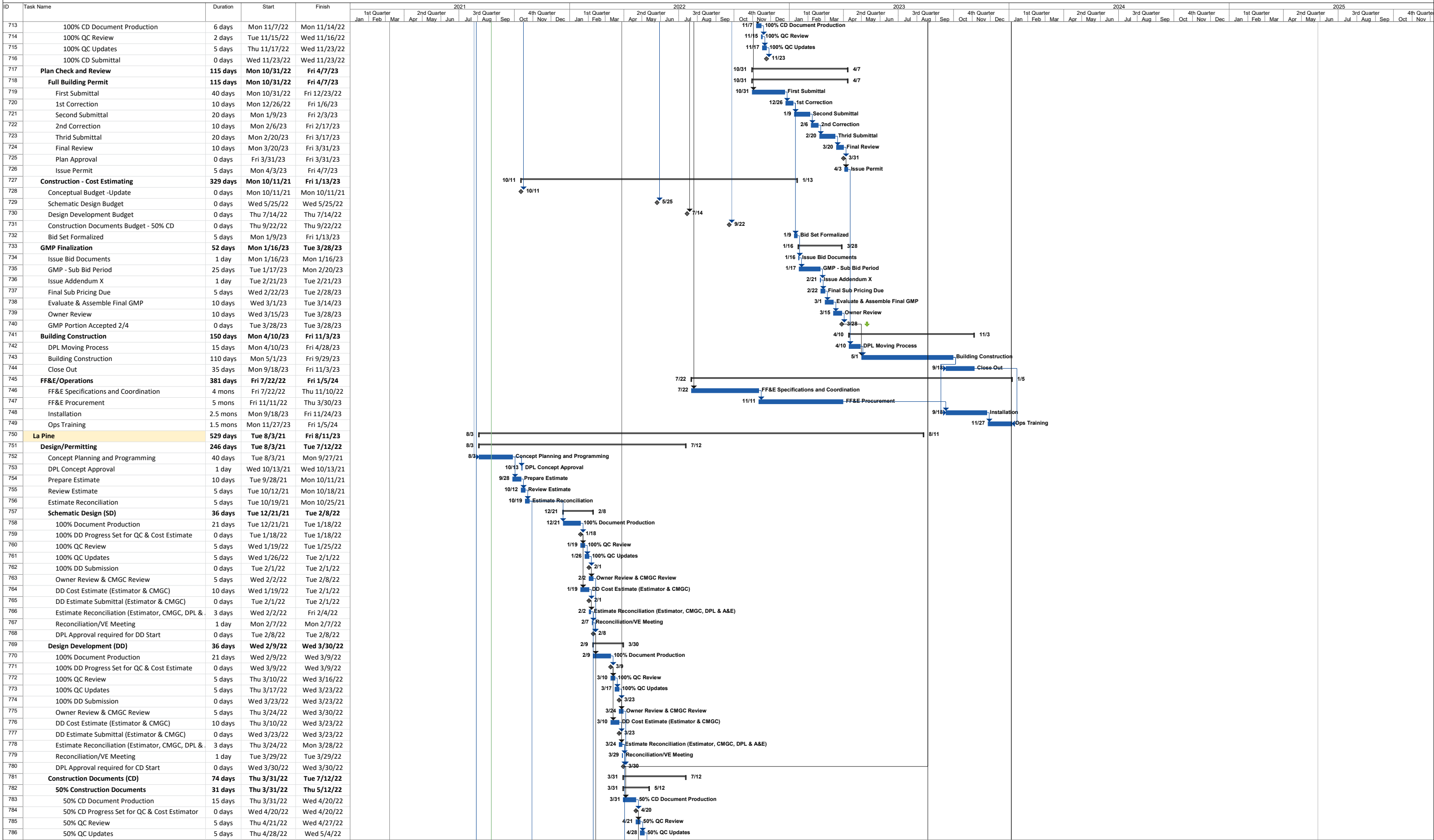


Project: Deschutes Public Librarie Task Milestone Project Summary External Milestone Inactive Milestone Manual Task Manual Summary Rollup Start-only Deadline Manual Progress

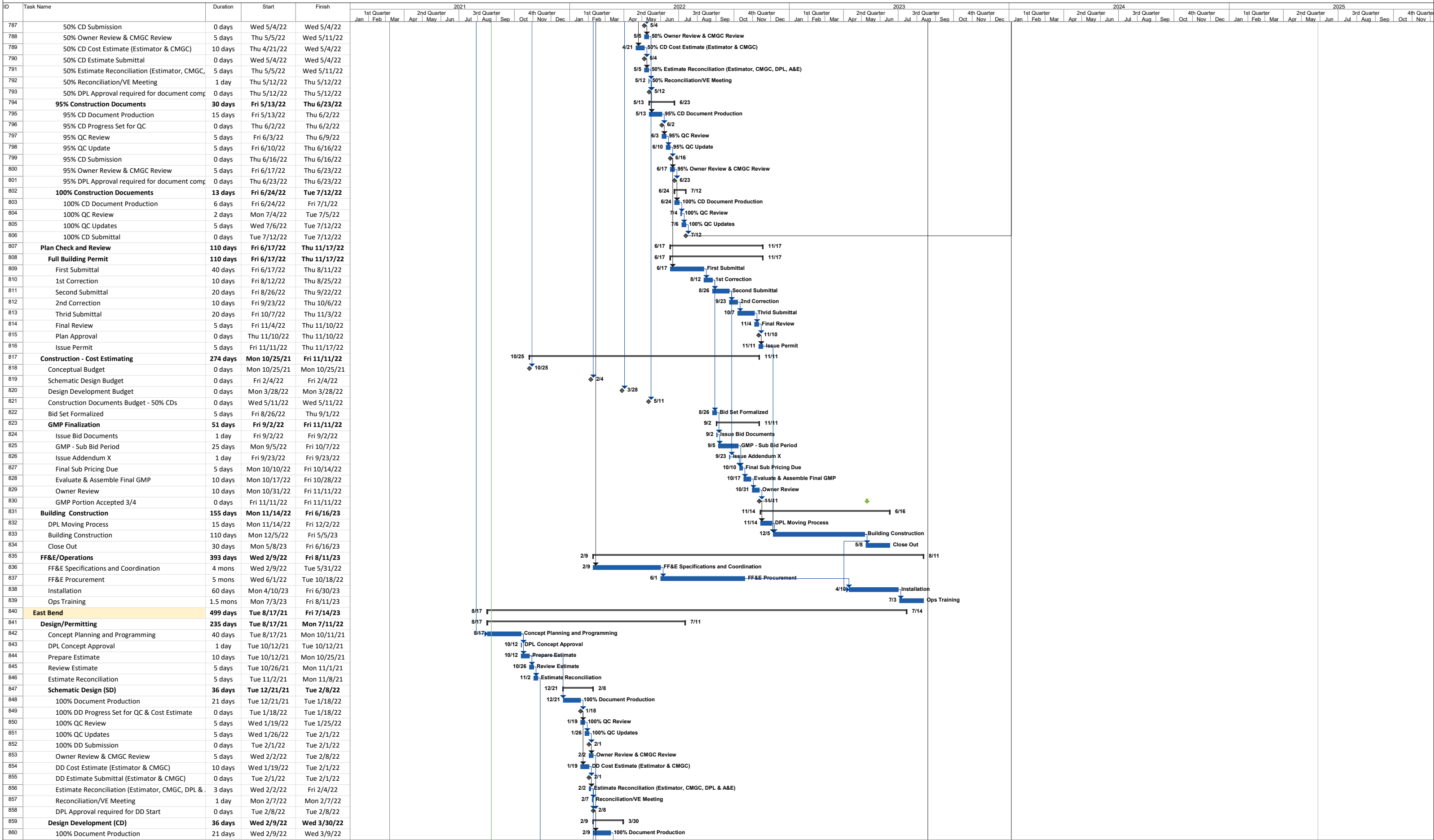


Project: Deschutes Public Librarie Task Milestone Project Summary External Milestone Inactive Milestone Manual Task Manual Summary Rollup Start-only Deadline Manual Progress

Date: Tue 8/24/21 Split Summary External Tasks Inactive Task Inactive Summary Duration-only Manual Summary Finish-only Progress

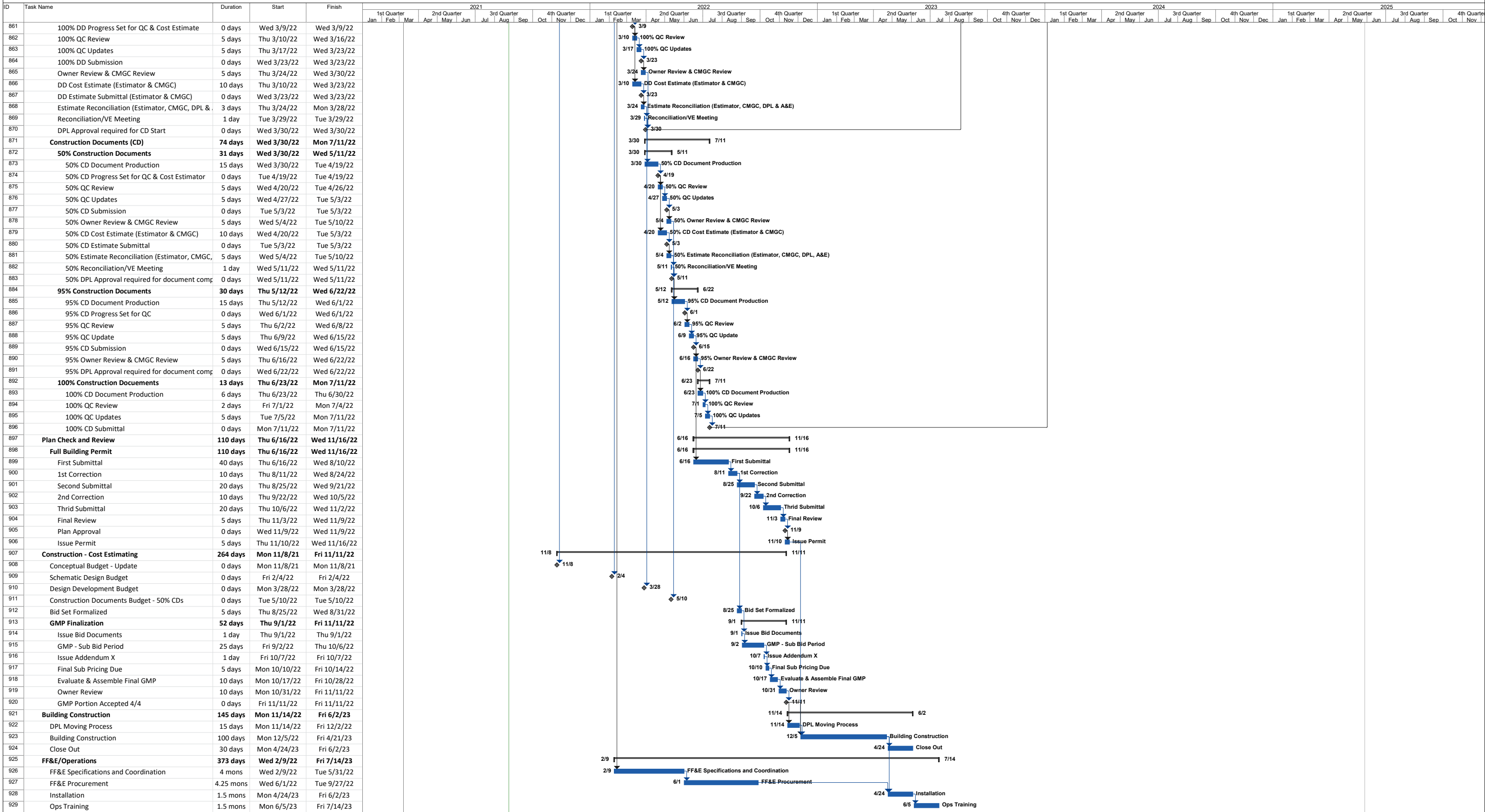


Project: Deschutes Public Librari	Task	Milestone	Project Summary	External Milestone	Inactive Milestone	Manual Task	Manual Summary Rollup	Start-only	Deadline	Manual Progress
Date: Tue 8/24/21	Split	Summary	External Tasks	Inactive Task	Inactive Summary	Duration-only	Manual Summary	Finish-only	Progress	



Project: Deschutes Public Library	Task	Milestone	Project Summary	External Milestone	Inactive Milestone	Manual Task	Manual Summary Rollup	Start-only	Deadline	Manual Progress
Date: Tue 8/24/21	Split	Summary	External Tasks	Inactive Task	Inactive Summary	Duration-only	Manual Summary	Finish-only	Progress	





Project: Deschutes Public Librarie	Task	Milestone	Project Summary	External Milestone	Inactive Milestone	Manual Task	Manual Summary Rollup	Start-only	Deadline	Manual Progress
Date: Tue 8/24/21	Split	Summary	External Tasks	Inactive Task	Inactive Summary	Duration-only	Manual Summary	Finish-only	Progress	

**Exhibit C**

**Proposal**

## Exhibit D

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

1. Estimator 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 Subconsultant.
2. Estimator shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Estimator or Subconsultant incurred in the performance of the Contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Estimator or any Subconsultant in connection with the performance of the Contract shall promptly be paid.
3. Estimator 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. Estimator and any Subconsultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. Estimator 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, Estimator 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 Estimator 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. Pursuant to ORS 279C.530(2), all employers, including Estimator, 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. Estimator shall ensure that each of its Subconsultants complies with these requirements.
8. All sums due the State Unemployment Compensation Fund from the Estimator or any Subconsultant in connection with the performance of the contract shall be promptly so paid.

9. The Contract may be canceled at the election of Owner for any willful failure on the part of Estimator to faithfully perform the contract according to its terms.
10. Estimator 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 Subconsultants.
11. Estimator certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
12. In the performance of this Contract, the Estimator 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.
13. 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.
14. Estimator 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.
15. The following notice is applicable to Work involving excavation. "ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987."