

**REQUEST FOR PROPOSALS #3180**  
**for**  
**Special Inspections and Materials Testing for**  
**Shutter Creek Correctional Institution Expansion**

Issue Date:	June 21, 2005
Solicitation protest (Q & A) deadline:	June 30, 2005
Proposal due date:	3:00 p.m., Thursday, July 7, 2005
Interviews (if held):	TBA
Tentative selection notification date:	July 13, 2005
Selection protest deadline:	7 days following selection notification

Oregon Department of Corrections  
Facility Services  
June 21, 2005

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## **1 GENERAL INFORMATION**

This Request for Proposals ("RFP") is open to all firms/individuals qualified to provide the services requested (hereinafter the "Proposer(s)"). This selection process shall be carried out pursuant to applicable Oregon Revised Statutes and Oregon Administrative Rule 125, Division 248. Proposals shall be open to public inspection in accordance with ORS 279B.060(5).

## **2 CONTRACT VALUE**

The Department of Corrections ("DOC") does not expect the total value of any contracts resulting from this solicitation, including extension periods, if any, to exceed \$50,000.

## **3 QUESTIONS/ANSWERS/SOLICITATION PROTEST**

Proposers should submit questions, requests for changes or clarifications, or protests regarding any or all parts of this RFP, including any objections to the terms and conditions contained in the attached "sample" contract, in writing, to the Contracts Coordinator named in this solicitation no later than close of business on Thursday, June 30, 2005. The response to any questions of a substantive nature will be issued as an addendum to this RFP and published on the DOC Website and the DAS ORPIN system.

## **4 PROTEST PROCEDURES**

Pursuant to OAR 125-248-0240, all protests of solicitation or selection processes are limited to the following issues and filing times:

- 4.1 RFP Protest and Request for Change: Consultants may submit a written protest of anything contained in this RFP and may request a change to any provision, Specification or Contract term contained in this RFP, no later than June 30, 2005. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, Specifications or Contract terms. DOC will not consider any protest or request for change that is submitted after the submission deadline.
- 4.2 Protest of Consultant Selection: DOC will provide to all Proposers a copy of the selection notice sent to the highest ranked Proposer. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to DOC no later than seven (7) days following selection notification. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of the RFP or because the higher ranked Proposers otherwise are not qualified to perform the services described in the RFP. DOC will not consider any protest that is submitted after the submission deadline.
- 4.3 Decision: DOC will render a written decision on the protest to the Proposer who submitted the protest. If the protest results in a change to the RFP, DOC must revise the RFP accordingly and must re-advertise the RFP in accordance with applicable Rule.

4.4 Review: Proposers may be able to obtain judicial review of DOC's protest disposition pursuant to ORS 183.484.

## 5 ADDENDA

Oral instructions or information concerning the RFP or its requirements given by DOC in response to questions or protests shall not be binding until documented by written addenda. All addenda shall be issued by DOC not later than two (2) business days prior to the proposal due date; provided however, DOC may extend the proposal due date, if DOC finds an extension is necessary. It is the sole responsibility of the Proposer(s) to monitor the issuance of any/all addenda. Addenda will be published on the DOC website and also on the DAS ORPIN system.

## 6 ADDRESS FOR PROPOSALS/QUESTIONS

To ensure priority handling within our mail system, Proposals **MUST** be addressed as follows:

**SUBMIT PROPOSALS TO:** RFP #3180  
KAY DUFFEY, CONTRACTS COORDINATOR  
OREGON DEPARTMENT OF CORRECTIONS  
3601 STATE STREET SUITE 280  
SALEM, OR 97301-5780

Proposers are solely responsible for the means and manner of proposal delivery, and are encouraged to confirm delivery prior to the deadline. If proposals are delivered in person, note that access to DOC at 3601 State Street is at the intersection of 37<sup>th</sup> and Amber. From Interstate 5, take the OR-22/N Santiam Hwy Exit 253, go west to Hawthorne, north (right) on Hawthorne, east (right) on State Street to 37<sup>th</sup> (just east of I-5 overpass), turn north (left) on 37<sup>th</sup>. If traveling from Lancaster Drive, turn west on Amber. Access is through gate at the junction of 37<sup>th</sup> and Amber. Enter large building on left, (Building #1) go to 2<sup>nd</sup> floor, call extension 22486 from lobby phone. **DO NOT PUT PROPOSALS IN "BID BOX" IN LOBBY.**

Any questions regarding this Request for Proposals and/or the proposed work are to be directed only to the following person. Contact with other DOC staff regarding this project without clearance from the primary contact person may lead to disqualification.

KAY DUFFEY, CONTRACTS COORDINATOR  
phone: 503/378-3798 X 22486  
fax: 503/371-3161  
e-mail KAY.DUFFEY@DOC.STATE.OR.US

## 7 RESERVATION OF RIGHTS

DOC reserves the right, at any time during this RFP process, at its sole discretion, to:

- 7.1 Amend this RFP.
- 7.2 Reject, based on written findings, any and all proposals received, if it is in the public interest to do so.

- 7.3 Cancel the RFP, based on written findings, if it is in the public interest to do so.
- 7.4 Seek clarifications of any proposal(s).
- 7.5 Require interview(s) with proposers.
- 7.6 Supplement and/or re-designate members of its evaluation committee/interview panel, or to establish additional committees, as it deems appropriate to negotiate a final contract within the scope of work described herein.
- 7.7 Negotiate with subsequently lower-ranked proposers if negotiations with the top-ranked proposer are unsuccessful.
- 7.8 Formally terminate negotiations if they fail to result in a contract within a reasonable amount of time (15 days).
- 7.9 Postpone award or execution of resulting contract to complete reference check(s).
- 7.10 Reject a proposal based on negative reference check(s) prior to contract execution.
- 7.11 Amend the scope of work, including consideration or term for work related to this solicitation. Changes to any subsequent contract(s) shall be through written amendment, signed by both parties.

DOC is not responsible for any costs incurred by Proposers in preparing and/or submitting proposals, attending mandatory meetings or finalist interviews. All Proposers who respond to this solicitation do so solely at their own expense.

Background Check Information. Upon request by DOC, Proposer/Consultant shall provide (at its own expense) DOC with sufficient personal information about its agents or employees, and the agents and employees of its subconsultants (if any), who will enter upon premises controlled, held, leased, or occupied by DOC during the course of performing this Contract to facilitate DOC's criminal record check of such personnel, at state expense.

## **8 PROPOSAL FORMAT**

- 8.1 Four (4) copies of the Proposal (as defined in Section 12) are due no later than **3:00 pm, Thursday, July 7, 2005**. Neither late nor faxed submittals shall be accepted.
- 8.2 Proposals should be prepared in a simple, economical manner, without stiff binders or covers, fastened in the top left-hand corner.
- 8.3 Proposals shall not exceed twelve (12) single-sided pages.
- 8.4 Attachment A (Cover Sheet), Attachment B (Request and Authorization to Release Information, Release of Liability/Claims, and Agreement Not to Sue), and Attachment C (Fee Schedule) must be stapled on top of the packet and are counted in the maximum page count of 12 pages.
- 8.5 Proposers shall make every effort to use no less than a 12-point font for the text portion of their Proposals. DOC reserves the right to reject Proposals that are deemed illegible or too difficult to read.
- 8.6 No other distribution of Proposals shall be made by Proposer.
- 8.7 Proposals must be signed by an official authorized to bind the Proposer to its provisions.
- 8.8 Any Proposals not complying with these requirements will be considered nonresponsive and removed from consideration.

## **9 PROPOSAL CONTENTS**

- 9.1 To be considered, Proposers must submit a complete response to this Request for Proposals in accordance with the requirements of Section 8, Proposal Format (the "Proposal"). Proposers shall submit a definite Proposal for the Services described in Section 18, providing a straightforward, concise description of their ability to meet the requirements of this solicitation.
- 9.2 Proposals shall describe intended performance, description of laboratory capability; techniques employed and proposed response timelines for the prescribed services and resources required to perform them. Proposers shall define their approach to each element of the Statement of Work.
- 9.3 Proposers shall develop and submit as part of the Proposal a "Fee Schedule" for the project detailing estimated number of hours or quantities, unit cost and total cost for each inspection or test, utilizing the Fee Schedule form attached herewith as Attachment C.
- 9.4 Proposals shall include resumes of key personnel.

## **10 PROPOSAL EVALUATION AND CONSULTANT SELECTION PROCESS**

The consultant selection process shall be carried out under Oregon Administrative Rule Chapter 125, Division 248. Proposals shall be evaluated on completeness and quality of content, and on the likelihood of achieving the Owner's objectives.

An evaluation committee shall review and score the Proposals, and the final selection shall be made based upon the Proposals' scores, unless interviews are conducted. Interviews may be conducted at the option of DOC, therefore, Proposals should be complete. Do not rely on the interview process to present your Proposal.

If interviews are conducted, they shall be conducted with the top-ranked proposers at DOC's discretion. The Authorized Representative shall decide on the number of highest scored proposers to be invited for an interview. The method of evaluation, format of the interview, and other specifics shall be announced at the time proposers are invited for interview.

Upon identification of an apparent winner and notification of selection to all Proposers, DOC shall endeavor to contract with the highest ranking Proposer resultant from the interview or proposal evaluation process, whichever applies, by negotiating the Statement of Work ("SOW") and the Fee Schedule. If DOC and the highest ranking Proposer are not able to agree on the SOW and/or compensation within a measurable timeframe (15 days), DOC reserves the right to formally terminate negotiations and pursue negotiation of a contract with the second highest ranking Proposer, and so forth, as necessary. Upon agreement with the selected Proposer, DOC and the Proposer shall execute the Contract, which shall be the completed, resulting agreement between the parties based on the sample contract attached hereto as Attachment D.

## 10.1 Technical Mandatories

Proposals not meeting all pass/fail and evaluation criteria cited below will be considered nonresponsive and will be rejected. Each Proposal must contain the desired information in the format specified and shall be evaluated in accordance with the following:

Timely Delivery	PASS/FAIL
Four (4) Copies, No More Than 12 Pages	PASS/FAIL
Cover Sheet (Attachment A)	PASS/FAIL
Request and Authorization to Release Information (Attachment B)	PASS/FAIL
Fee Schedule (Attachment C)	PASS/FAIL
Resumes of Key Staff	PASS/FAIL

## 10.2 Evaluation Criteria

Each Proposal shall be judged as a demonstration of the consultant's capabilities, experience and understanding of the services requested. Evaluation factors and maximum points will be as follows:

<b>Firm's Project References</b> (Provide references for similar projects, by type and size performed in the last five years, relating to materials testing and inspection.)	20 Points
<b>Understanding of the Requested Services and Project Approach</b> (Proposers shall define their approach to each element of the Statement of Work)	20 points
<b>Capabilities and Experience</b> (Describe capabilities and experience in providing services of similar projects.)	20 points
<b>Firm's and Individual's Professional Qualifications</b> (Describe proposed staffing of the project. Describe each individual's relevant experience and qualifications. Explain to what extent these individuals will be committed to the project.)	20 points
<b>Fee Schedule</b>	<u>20 points</u>
<b>TOTAL</b>	<b>100 POINTS</b>

## 11 INSURANCE REQUIREMENTS

During the term of any contract resulting from this RFP, Consultant shall maintain in force, at its own expense, each insurance noted below. A Contract will not be executed, and DOC will not issue a notice to proceed, until acceptable proof of all required coverage is received.

- 11.1 **WORKERS' COMPENSATION** All employers, including Consultant, the sub-consultants, if any, providing Services, labor or materials under this Contract in the State of Oregon, shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126(2). Consultant shall require and ensure that each of its sub-consultants complies with these requirements.
- 11.2 **PROFESSIONAL LIABILITY** insurance with a combined single limit of not less than \$1,000,000, each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under the resulting contract. Any deductible shall not exceed \$50,000 each claim, incident, or occurrence.
- 11.3 **GENERAL LIABILITY** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under the resulting contract. It shall provide that the State of Oregon, Department of Corrections, and their divisions, officers and employees are Additional Insureds, but only with respect to the Consultant's services to be provided under the resulting contract.
- 11.4 **AUTOMOBILE LIABILITY** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- 11.5 **"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 this Contract for a duration of 24 months, or the maximum time period available to the Consultant in the marketplace if less than 24 months. Consultant will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract expiration. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the resulting contract. Evidence of suitable coverage will be a condition of final acceptance and payment under the Contract.
- 11.6 **NOTICE OF CANCELLATION OR CHANGE** - There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Consultant or its insurer(s) to the Department of Corrections.

11.7 CERTIFICATES OF INSURANCE - As evidence of the insurance coverage required by the resulting contract, the Consultant shall furnish acceptable insurance certificates to the Department of Corrections, Contracts Unit, 3601 State Street, Suite 280, Salem, OR 97301-5780 prior to commencing performance of the Services. The certificates will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

## 12 FOREIGN CONSULTANT

If the successful Proposer is not domiciled in or registered to do business in the State of Oregon, Proposer shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to the resulting Contract. Proposer shall demonstrate its legal capacity to perform the services set forth under the Statement of Work under this RFP in the State of Oregon prior to entering into any resulting Contract. The Oregon Secretary of State website can be accessed at <http://www.sos.state.or.us/>

## 13 PUBLIC RECORDS

This RFP and one copy of the subsequent selected Proposal(s), together with copies of all documents pertaining to the award of a contract, shall be kept by DOC and made a part of a file or record which shall be open to public inspection. If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

"This data constitutes a trade secret under ORS 192.501(2) and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 92."

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance", ORS 192.501(2). Therefore, nondisclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

The above restriction may not include fee schedule information, which must be open to public inspection.

Identifying the Proposal in total as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.

## 14 RECYCLABLE PRODUCTS

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

## 15 AUTHORIZED REPRESENTATIVE

DOC has identified Jim Poore, Project Manager, as DOC's Authorized Representative for this solicitation process and the Contract, to have general oversight of the Project.

## 16 THE OREGON DEPARTMENT OF CORRECTIONS IS AN EQUAL OPPORTUNITY EMPLOYER and is committed to achieve a workforce that represents the diversity of Oregon and being a leader in providing fair and equal employment opportunity for all interested applicants and employees. (DOC Policy 20.4.1)

## 17 PROJECT BACKGROUND AND PURPOSE OF RFP

In response to rising prison population projections, the Department of Corrections developed a Long-Range Construction Plan, which is updated every six months to reflect the latest prison population projection issued by the Department of Administrative Services, Office of Economic Analysis. DOC's current plan is based upon the October 1998 prison population project that indicates an inmate population in excess of 13,900 by July 2007.

DOC received funding from the Legislative Emergency Board ("E-Board") in January 1999 to initiate the programming, design standards development, and schematic design for a 100-bed expansion at Shutter Creek Correctional Institution ("SCCI"). Final Design was completed in July 2002. Due to funding restraints, construction project was not advertised until January 2005. Construction is planned to begin in late July 2005 and be ready for occupancy in early 2006.

DOC is seeking a firm to provide special inspections and materials testing services for this bedspace expansion project.

## 18 SCOPE OF WORK

Consultant shall provide services in support of the construction of a 3 story, 18,000 SF concrete tilt-up dormitory, miscellaneous remodeling of existing facilities and infrastructure improvements as specified in the SCCI New Dormitory and Infrastructure Improvements Plans and Specifications. The project plans and specifications are available on CD. Contact Kay Duffey or Jim Poore if a copy is desired.

18.1 Consultant shall provide independent laboratory testing and special inspection services specifically required by the Uniform Building Code ("UBC") as adopted by the local jurisdiction.

18.2 Consultant shall provide services for the inspections and tests listed in Section 01400, Quality Control, of SCCI New Dormitory and Infrastructure Improvements Specifications. Some of these testing and inspection activities may be required to take place off the construction site, at the location of manufacture or fabrication.

### 18.2.1 Earthwork Testing:

Perform in-place field density tests plus sufficient moisture density tests to evaluate compaction. Minimum tests:

- a. One test for every 100 cubic yards of fill or backfill.

- b. At least one test for every full lift of compaction.
- c. One test whenever there is a definite suspicion of a change in the quality of moisture control or effectiveness of compaction.
- d. Review building subgrade after stripping. Review footing excavation for compliance with Foundation Investigation prepared by Boire Associates dated January 14, 2002.

Maximum Density Test: AASHTOT-180 or ASTM D 1557, Method A except Method C when aggregate 3" and larger is specified.

Field Compaction Test: ASTM D2922

18.2.2 Trench Backfill:

- a. Sieve Analysis ( ASTM C-136): One test for each material source and type: 1) Selected backfill 2) Granular backfill
- b. Backfill Compaction:
  - 1) One moisture density curve (AASHTO T-99) for each size and type of material used for backfill. The maximum dry weight and optimum moisture content shall be indicated.
  - 2) Test consolidated backfill material in trenches around pipes for conformance.

18.2.3 Aggregate Base:

- a. Sample each source of aggregate in accordance with ASTM D-75 and perform the following tests in accordance with the ASTM Standards:
  - 1) D-4318 test for plasticity
  - 2) C-535 test for abrasion
  - 3) C-136 test for sieve or screen analysis of fine and coarse aggregate.
  - 4) D-2419 test for sand equivalent
- b. Compaction:
  - 1) One moisture density curve (AASHTO T-180) for each size and type of material used. The maximum dry weight and optimum moisture content shall be indicated.
  - 2) Test consolidated backfill material in trenches around pipes for conformance

18.2.4 Bituminous Concrete Paving

- a. Compaction test shall be performed for every 100 tons of material placed
- b. A sample of the mix shall be taken for each 400 tones of bituminous material or fraction thereof delivered to the project. An extraction test AASHTO T164-70 and a mechanical analysis AASHTO T-3070 shall be performed on the mix samples.

18.2.5 Concrete Testing—Special Inspection required during the taking of test specimens and placing of all reinforced concrete except slabs on grade or concrete with specified f'c no greater than 2500 psi.

- a. Slump Test: ASTM C143. Determine slump of fresh concrete from each batch sampled for compressive strength.

- b. Air Content Test: ASTM C231. Provide 1 test for each set of compressive strength specimens
- c. Compressive Strength Test: Take cylinders for each grade and strength of concrete poured each day. Test 1 cylinder at 7 days, 1 cylinder at 28 days and hold 1 as spare.
- d. Precast and Cast-In-Place Concrete: ASTM C39. Not less than 3 standard compressive strength test cylinders for each 100 cubic yards of concrete or fraction thereof of concrete poured each day.
- e. Lightweight Concrete: ASTM C495. Not less than 3 standard compressive strength test cylinders for each day's pour.

18.2.6 Masonry Grout and Mortar Testing

- a. Field sample 1 cylinder from fresh batch of each type from each day's work.
- b. Masonry Grout Test: UBC Standard 21-20, field test for grout.
- c. Mortar Test: UBC Standard 21-16, field test for mortar.

18.2.7 Welding

- a. Shop Welds: Special Inspection required unless performed in shop approved by building official.
- b. Field Welds: Special Inspect required.

18.2.8 Bolts

- a. Special Inspection required prior and during placement of concrete around embedded bolts. Inspect bolt size, length, hook location, tie to reinforcing.
- b. High Strength Bolts: Special Inspection required of all high strength bolt (A325) installations per UBC.

18.2.9 Epoxy Anchors -- Special Inspection required for all drilled epoxy anchors in concrete or masonry. Inspection to include inspection of hole size, depth, cleanliness, and installation per manufacturer's recommendations.

18.2.10 Foundation Piles – Special Inspection required during the driving of all foundation piles.

18.2.11 Other testing and/or inspection work required under the UBC.

18.3 Consultant shall cooperate with the Owner's Project Manager or designated representative, A/E and Consultant, and shall maintain effective communication and timely distribution of testing and inspection reports. Consultant shall submit five (5) copies of inspection and test reports to the Architect. Reports shall include date issued, project title and number, testing laboratory name and address, name and signature of inspector, date of inspection or sampling, record of temperature and weather, identification of product and specification section, location in project, type of inspection or test and observations regarding compliance with Contract Documents.

18.4 Consultant shall provide qualified on-site personnel. Appropriate security background check information shall be submitted utilizing the appropriate Owner-supplied forms no less than 24 hours prior to necessity for such personnel to enter upon Owner's SCCI property.

- 18.5 Consultant shall promptly notify the Project Manager or designated representative of irregularities or deficiencies in the work that are observed during the performance of testing and inspection services, and suggest methods for improvements.
- 18.6 Consultant shall communicate regularly with the Project Manager or designated representative regarding testing and inspection issues, and shall anticipate problems and recommend solutions.
- 18.7 Consultant shall monitor testing performance in relation to established schedule for the Project, and shall communicate with Project Manager or designated representative those issues that could affect the schedule and budget.

Attachment A  
 STATEMENT OF PROPOSAL COVER SHEET  
 Oregon Department of Corrections RFP #3180

Name of Firm: <small>(tax filing name)</small>  Contact Person:	Address:
Fed Tax ID# or Soc Sec #:  OMWESB Certified Business? <input type="checkbox"/> Yes, # _____ <input type="checkbox"/> No	Contact Person e-mail:  Telephone #:  Fax #:
Business Designation (check one): <input type="checkbox"/> Corporation (what state? _____) <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Professional Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership	
For corporations not domiciled in Oregon: Oregon Secretary of State Business Registry # _____ (required)	
The individual signing on behalf of Proposer hereby accepts all terms and conditions contained in Request for Proposals # 3180, and the attached sample contract: <b>Signature of Authorized Representative:</b> _____ <b>Date:</b> _____	
<b>Print Name of Authorized Representative:</b> _____ <b>Title:</b> _____	
Provide at least three references with telephone numbers. Do not use DOC as a reference: Reference # 1: _____ Telephone Number: _____  Project Title: _____ Consultant Contact Person: _____	
Reference # 2: _____ Telephone Number: _____  Project Title: _____ Consultant Contact Person: _____	
Reference # 3: _____ Telephone Number: _____  Project Title: _____ Consultant Contact Person: _____	

**ATTACHMENT B  
REQUEST AND AUTHORIZATION TO RELEASE  
INFORMATION, RELEASE OF LIABILITY/CLAIMS,  
AND AGREEMENT NOT TO SUE  
(This Form Will Be Provided To References)**

**To Whom It May Concern:**

I the undersigned, have submitted a response to a Request for Proposals (“RFP”) to contract with the State of Oregon, Department of Corrections (“DOC”). I request and authorize you to furnish to DOC any and all information you may have regarding my/my firm’s employment, including but not limited to, evaluations or assessments of my/my firm’s work performance and qualifications.

I request and authorize you to provide the information requested or to participate in a phone or in-person interview with a representative of DOC.

In consideration of your cooperation with this request, I hereby release you, and any and all other persons employed by or connected with your firm, agency and/or organization from any and all liability and/or claims now or in the future arising from the furnishing of any information, including good faith expressions of opinion, to DOC as requested. I further agree not to sue DOC, you, or any and all other persons employed by or connected with your agency/organization as a result of the furnishing of any information, including good faith expressions of opinion, to DOC.

I am aware and understand that the information and good faith opinions furnished to DOC pursuant to this request will remain confidential with DOC if requested by you, and will not be disclosed to me or to any other person, except as required by law.

The individual signing on behalf of Proposer hereby accepts all terms and conditions contained in the foregoing Request and Authorization to Release Information:

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*Signature of Authorized Representative*

*Date*

---

*Name of Firm*

**Note: Photocopy or Fax reproduction of this request shall be for all intents and purposes as valid as the original. You may retain this form for your files.**

**FEE SCHEDULE**

Materials Testing and Inspection Services

<b>Inspections or Tests</b>	<b>Hrs or</b>	<b>Unit Cost</b>	<b>Total Cost</b>
	Quantities		
<b>Inspections</b>			
1. Asphalt			
2. Soils and Aggregate			
3. Concrete			
4. Masonry			
5. High Strength Bolts			
6. Bolts and Anchors			
7. Foundation Piles			
<b>Tests</b>			
A. Asphalt			
1. Rice and Gravity			
2. Extraction and Gradation			
3. Asphalt Content			
B. Soils and Aggregate			
1. Sieve Analysis			
2. Proctors			
3. Gradations			
C. Concrete and Masonry			
1. Test Cylinders			
2. Mortar Cylinders			
3. Grout Tests			
4. CMU Prisms			
5. Concrete Coring			
6. CMU Linear Shrinking			
D. Structural Steel and Welding			
1. U. T and M. T			
E. Reimbursables			
1. Mileage			
2. Compression Test Reports			
3. Daily Field Reports			
<b>Total</b>			

**STATE OF OREGON**  
**STANDARD PROFESSIONAL SERVICES CONTRACT**  
(A/E and Related Services)

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is between the State of Oregon, by and through its Oregon Department of Corrections, hereinafter called the "Owner", and (Name of Firm or Individual to be Selected Pursuant to this Solicitation), Address, Phone, Fax, Federal I.D. #, hereinafter called the "Consultant" (collectively the "Parties"). This Contract is for special inspections and testing in support of Owner's expansion of the Shutter Creek Correctional Institution ("SCCI").

This Contract shall become effective on the date that the Contract is fully executed by the Parties and all required State of Oregon approvals have been obtained. This date is known as the Contract "Effective Date." No services shall be performed prior to the Contract Effective Date. The Contract shall expire, unless otherwise terminated or extended, on (to be determined). Generally, the services to be performed by the Consultant on the Project (the "Services") consist of the following:

Special Inspections to ensure compliance with code requirements and to ensure work and material meet specifications.

The Services are more specifically described in the EXHIBIT A, Statement of Work, attached hereto. The Owner agrees to pay Consultant a sum not to exceed \$(subject to negotiation) for performance of the Services, which shall include all allowable expenses. Consultant progress payments shall be made according to the schedule identified in EXHIBIT B, Consultant Compensation.

This Contract consists of the introductory provisions/signature page(s) of this Contract, Section 1-Relationship Of The Parties, Section 2-Consultant's Professional Responsibility, Section 3-Responsibilities Of The Owner, Section 4-General Contract Provisions and the following exhibits attached hereto and incorporated herein by this reference:

EXHIBIT A: Statement of Work

EXHIBIT C: Insurance Provisions

EXHIBIT B: Consultant Compensation

EXHIBIT D: Code of Ethics

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER ADDRESSED HEREIN. THE TERMS OF THIS CONTRACT CAN NOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED, OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES AND CONTAINING ALL REQUIRED STATE OF OREGON APPROVALS. ANY SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION, OR AMENDMENT, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED HEREIN. CONSULTANT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS CONTRACT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL BE AN ORIGINAL, AND ALL OF WHICH SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT.

Consultant

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

Department of Corrections

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

## 1. RELATIONSHIP OF THE PARTIES

**1.1.** The Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. The Consultant's performance of Services shall be as a professional consultant to the Owner to carry out the activities of the Project, and to provide the technical documents and supervision to achieve the Owner's Project objectives.

**1.2.** In administering this Contract, the Owner may retain the services of an independent project manager, and potentially, other consultants as needed to fulfill the Owner's objectives.

**1.3.** The Consultant shall provide a list of all sub-consultants which the Consultant intends to utilize on the Project (the "Sub-consultants"). This list shall include such information on the qualifications of the Sub-consultants as may be requested by the Owner. The Owner reserves the right to review the Sub-consultants proposed, and the Consultant shall not retain a Sub-consultant to which the Owner has a reasonable objection.

**1.4.** The Consultant shall provide to the Owner a list of the proposed key Project personnel of the Consultant and the Sub-consultants to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the Owner. The Consultant acknowledges that this Contract was awarded on the basis of the unique background and abilities of the key personnel and Sub-consultants identified by Consultant. Therefore, Consultant shall make available key personnel and Sub-consultants as identified in its proposal. Any attempted substitution without written consent of Owner shall constitute a material breach of the Contract. In the event that key personnel or Sub-consultants become unavailable to Consultant, the Parties shall mutually agree upon appropriate replacements. Likewise, the Consultant shall remove any individual or Sub-consultant from the Project if so directed by Owner in writing following discussion with the Consultant, provided that Consultant shall have a reasonable time period within which to find a suitable replacement.

## 2. CONSULTANT'S PROFESSIONAL RESPONSIBILITY

**2.1.** By execution of this Contract, the Consultant agrees that:

**2.1.1.** The Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer a project having this scope and complexity; and will perform such services pursuant to the standard of care defined in Section 4.4.1 of this Contract.

**2.1.2.** The Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Contract.

**2.1.3.** The Consultant either is, or will in a manner consistent with the standard of care defined in Section 4.4.1 of this Contract, become familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project. All drawings, specifications, and other documents prepared by the Consultant shall be prepared in accordance with this standard of care in an effort to accurately reflect, fully comply with and incorporate all such laws, rules, and regulations.

**2.2.** The Consultant hereby agrees that it will prepare, in a manner consistent with the standard of care defined in Section 4.4.1 of this Contract, all drawings, specifications, and other documents pursuant to this Contract so that they are complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of the Consultant, and that the Project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended.

**2.3.** The Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, specifications, and other documents prepared by the Consultant, at no additional cost to the Owner. Except as provided in Supplemental Services within Exhibits A and B, the Consultant further agrees, at no additional cost to the Owner, to render assistance to the Owner in resolving problems relating to the Project design or to specified materials.

### 3. RESPONSIBILITIES OF THE OWNER

The Owner's responsibilities under this Contract are set forth in the Statement of Work.

### 4. GENERAL CONTRACT PROVISIONS

**4.1. Contract Performance.** The Consultant shall at all times perform the services diligently, without delay and punctually fulfill all requirements herein, consistent with the schedule for the performance of Consultant's Services set forth in Exhibit A. The passage of the Contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance. Time is of the essence in the performance of this Contract.

**4.2. Access to Records.** For not less than three (3) years after the Contract's expiration, the 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 the Consultant and the Sub-consultants which pertain to the Contract for the purpose of making audits, examination, excerpts, and transcripts. If for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Consultant shall provide the Owner and the other entities referenced above with full access to these records in preparation for and during litigation.

**4.3. Funds Available and Authorized.** Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the Owner's appropriation or limitation. Consultant understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current biennium is contingent on Owner receiving from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make

payments under this Contract.

### 4.4. Representations and Warranties.

**4.4.1. Consultant's Representations and Warranties; Standard of Care.** Consultant represents and warrants to Owner that: (i) Consultant has the power and authority to enter into and perform this Contract; (ii) when executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms; (iii) Consultant shall, at all times during the term of this Contract be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent; and (iv) 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.

**4.4.2. Consultant's Year 2000 Representations and Warranties.** Consultant represents and warrants to Owner that the "Automated Systems" specified, designated and planned pursuant to this Contract shall correctly process, sequence and calculate all date and date related data for all dates prior to, through and after January 1, 2000, and operate in conformance with specifications herein agreed upon without change or degradation prior to, during or after the year 2000 a.d.. For the purposes of this subsection, "Automated Systems" shall mean any computers, software, firmware, HVAC systems, elevators, electrical systems, fire/life safety systems, security systems and any other electrical, mechanized or computerized devices serving the Project.

**4.4.3. Representations and Warranties Cumulative.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations and warranties provided herein.

**4.5. Insurance and Indemnity.** Consultant shall maintain in effect for the duration of this Contract, or any other time periods required herein, the insurance required by this Contract, as set forth in Exhibit C-Insurance Provisions. The Consultant shall indemnify, defend, save, and hold harmless the State of Oregon from Professional Liability claims, as described in 4.5.2 and all other liability claims as described in 4.5.1.

#### 4.5.1. Claims Other than Professional Liability.

Consultant shall indemnify, defend, save, and hold harmless the State of Oregon and the Owner, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Consultant or its Sub-consultants, subConsultants, agents, or employees under this Contract.

#### 4.5.2. Claims for Professional Liability.

Consultant shall indemnify, defend, save, and hold harmless the State of Oregon and the Owner, its officers, agents, and employees, from all claims, suits, or actions arising out of the professionally negligent acts of the Consultant or its Sub-consultants, sub-Consultants, agents, or employees in performance of professional services under this Contract.

#### **4.6. Employment Status.**

4.6.1. Consultant is not an officer, employee, or agent of the State of Oregon or Owner as those terms are used in ORS 30.265. Consultant shall perform all Services as an independent Consultant. Although Owner reserves the right (i) to set 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 and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services.

4.6.2. Consultant 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 Consultant under this Contract. Consultant will not be eligible for any benefits from any payments made under this Contract for federal Social Security, unemployment insurance, or worker's compensation, except as a self-employed individual. If any payment under this Contract is to be charged against federal funds, the Consultant certifies that it is not currently employed by the federal government.

**4.7. Successors & Assignments.** 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, the Consultant shall not enter into any new Sub-consultant agreements for any of the Services scheduled under this Contract or assign or transfer any of

its interest in this Contract, without the prior written consent of the Owner.

#### **4.8. Compliance with Applicable Law.**

Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Services under this Contract. Owner's performance under this Contract is conditioned upon Consultant's compliance with the provisions of ORS 279B.220, "279B.235, 279B.230, and 279B.270 which are hereby incorporated by reference. Consultant, the Sub-consultants, if any, and all employers providing Services, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017.

#### **4.9. 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 Owner and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, the 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 Subsection be construed as a waiver by the State of Oregon 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. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

#### **4.10. Tax Compliance Certification**

4.10.1. By signature on this Contract, the undersigned hereby swears or affirms under penalty of perjury that the undersigned is authorized to act on behalf of Consultant and has authority and knowledge regarding the payment of taxes, and that Consultant is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

4.10.2. For the purposes of this certification, "Oregon Tax Laws" means those programs

listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue ( Lane Transit District Self-Employment Tax, Lane Transit District Employer Payroll Tax, Tri-County Metropolitan Transportation District of Oregon ("Tri-Met") Employer Payroll Tax, and Tri-Met Self-Employment Tax).

**4.11. 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.

**4.12. 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 the Contract.

**4.13. Waiver.** The failure of the Owner to enforce any provision of this Contract shall not constitute a waiver by the Owner of that or any other provision.

**4.14. Third Party Beneficiaries.** Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against the Owner or Consultant. Consultant's services under this Contract shall be performed solely for the Owner's benefit, and no other entity or person shall have any claim against Consultant because of this Contract for the performance or nonperformance of services hereunder.

#### **4.15. Ownership and Use of Work Product.**

4.15.1. Copies of plans, specifications, reports, or other materials required to be delivered under this Contract, whether completed, partially

completed or in draft form (the "Work Product") shall be the exclusive property of Owner. The Owner and the Consultant intend that such Work Product be deemed "work made for hire", for which the Owner shall be deemed the author. If for any reason such Work Product is not deemed "work made for hire", the Consultant hereby irrevocably assigns to the Owner all of Consultant's right, title and interest in and to any and all of such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. The Consultant shall execute such further documents and instruments as the Owner may reasonably request in order to fully vest such rights in the Owner. The Consultant 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.

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

4.15.3. If the Owner reuses or modifies the Work Product without the Consultant's involvement or prior written consent, to the extent permitted by Article XI, section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, the Owner shall indemnify, within the limits of the Tort Claims Act, the Consultant against liability for damage to life or property arising from the Owner's reuse or modification of the Work Product, provided the Owner shall not be required to indemnify the Consultant for any such liability arising out of the negligence or other misconduct of the Consultant or the Consultant's employees or agents.

#### **4.16. Termination.**

4.16.1. Parties Right to Terminate for Convenience. This Contract may be terminated by written mutual consent of the Parties.

4.16.2. Owner's Right to Terminate for Convenience. Owner may, at its sole discretion, terminate this Contract by written notice to the Consultant specifying the termination date of the

Contract.

4.16.3.Owner's Right to Terminate for Cause.

Owner may terminate this Contract, in whole or in part, immediately upon notice to Consultant, or such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

4.16.3.1. Owner lacks lawful funding, appropriations, limitations or other expenditure authority at levels sufficient to allow Owner, in the exercise of its reasonable discretion, to pay for Consultant's Services;

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

4.16.3.3. Consultant no longer holds any license or certificate that is required to perform the Services;

4.16.3.4. Consultant fails to provide the Services called for in Exhibit A within the times specified or allowed under this Contract, fails to perform any of the provisions of this Contract, or so fails to perform the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Owner, does not correct such failures in such time as Owner specifies (which shall not be less than 10 calendar days, except in the case of emergency).

4.16.4.Cessation of Services. Upon receiving a notice of termination, and except as otherwise directed in writing by the Owner, Consultant shall immediately cease all activities related to the Services or the Project.

4.16.5.Consultant's Right to Terminate for Cause.

4.16.5.1. Consultant may terminate this Contract if Owner fails to pay Consultant pursuant to this Contract, provided that Owner has failed to make such payment to Consultant within 15 calendar days after receiving written notice from Consultant of such failure to make payment.

4.16.5.2. Consultant may terminate this Contract, for reasons other than non-payment, if

Owner commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform under the Contract within the time specified, or so fails to perform as to endanger Consultant's performance under this Contract, and such breach, default or failure is not cured within 10 calendar days after delivery of Consultant's notice, or such longer period as Consultant may specify in such notice.

4.16.6.Delivery of Work Product/Retained Remedies of Owner.

As directed by the Owner, Consultant shall upon termination, deliver to the Owner all then existing Work Product and other property that, if the Contract had been completed, would be required to be furnished to the Owner. By Consultant's signature on this Contract, Consultant allows Owner to use said Work Product and other property for Owner's intended use. The rights and remedies of the Owner provided in this Section 4.16-Termination related to defaults by the Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

4.16.7.Payment upon Termination

4.16.7.1. In the event of termination pursuant to Sections 4.16.1, 4.16.2, 4.16.3.1, 4.16.3.2 or 4.16.5, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by Owner plus Consultant's reasonable Contract close-out costs, less previous amounts paid and any claim(s) which Owner has against Consultant, except in the event of a termination under 4.16.3.1 where no payment will be due and payable for services performed or costs incurred after the last day of the current biennium, consistent with Section 4.3. Within 30 days after termination, Consultant shall submit an itemized invoice for all un-reimbursed Contract Services completed before termination and all Contract close-out costs actually incurred by Consultant. Owner shall not be obligated to pay for any such costs invoiced to and received by the Owner later than 30 days after termination. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay any excess to Owner upon demand.

4.16.7.2. In the event of termination pursuant to section 4.16.3.3 or 4.16.3.4, Owner shall have

any remedy available to it in law or equity. Such remedies may be pursued separately, collectively and/or in any order whatsoever. If it is determined for any reason that Consultant was not in default under section 4.16.3.3 or 4.16.3.4, the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 4.16.2.

**4.17 Foreign Consultant.** If Consultant is not domiciled in or registered to do business in the State of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State's Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to entering into this Contract.

**4.18 Notice.** Except as otherwise expressly provided in this Contract, any communications between the Parties or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Consultant or Owner at the address or number set forth on Exhibit A to this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 4.18. Any communication or notice so addressed and mailed shall be deemed to be given five (5) calendar days after the date of mailing. Any communication or 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, any facsimile communication or notice must be confirmed by telephone notice to Owner's Representative for the Project as indicated in Exhibit A to this Contract, and shall not be deemed to be given until such confirmation is completed. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**4.19 Media Contacts; Confidentiality.** Consultant shall provide no news release, press release, or any other statement to a member of the news media regarding this Project, without the Owner's prior written authorization. Furthermore, except in the case where the Owner specifically authorizes disclosure of the Owner's confidential information in writing, Consultant

shall maintain the confidentiality of the Owner's information pertaining to the Project, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Consultant from establishing a claim or defense in an adjudicatory proceeding. Consultant shall require of the Sub-consultants similar agreements to maintain the confidentiality of information of Owner.

**4.20 Conflict of Interest.** Except with Owner's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Consultant's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

**Exhibits A through D are attached:**

**STATE OF OREGON  
STANDARD PROFESSIONAL SERVICES CONTRACT  
EXHIBIT A  
STATEMENT OF WORK**

The Owner and the Consultant agree that the following Services shall be provided by the Consultant for the Project:

**(Please refer to Section 18, Scope of Work, of the Oregon Department of Corrections, Facilities Services RFP #3180 for a detailed description of the Services to be provided under this Contract; said Section 18, Scope of Work, is incorporated herein by this reference. The Services described in the above-referenced Section 18, Scope of Work, of RFP #3180 are subject to modification during the negotiation phase of this solicitation.)**

STATE OF OREGON  
 STANDARD PROFESSIONAL SERVICES CONTRACT  
**EXHIBIT B**  
**CONSULTANT COMPENSATION**

**(NOTE TO PROPOSERS: THIS EXHIBIT B IS SUBJECT TO MODIFICATION DURING THE NEGOTIATION PROCESS WITH THE SUCCESSFUL PROPOSER.)**

**B.1 BASIS OF COMPENSATION**

B.1.1 The Owner shall compensate the Consultant for the performance of Services set forth in the Statement of Work, as defined in Exhibit A, as follows:

A sum not to exceed \$\_\_\_\_\_ for Work completed and accepted by Owner, which includes an Owner-Controlled Contingency in the amount of \$ (optional at discretion of Owner). This Owner-Controlled Contingency can only be expended upon written authorization of the Owner.

B.1.2 Payments for Services and Reimbursable Expenses shall be made monthly, following review and acceptance of Work by the Owner, and shall accurately reflect either the number of hours and the appropriate billing rate(s) for the type(s) of inspection services performed or the type(s), number and unit cost(s) for the test(s) performed. The Owner reserves the right to shift the funds between classifications for any category of inspection services or tests, but the consultant shall be required to complete the Work within the total not-to-exceed amount identified under this Contract.

All invoices for payment shall be submitted on a monthly basis, based on the Consultant's approved billing rates, as detailed below. Copies of the Consultant's time sheets/cards and Sub-consultant invoices shall be required and must be included with all pay requests.

<b>Inspections or Tests</b>	<b>Hrs or Quantities</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b>Inspections</b>			
1. Asphalt			
2. Soils and Aggregate			
3. Concrete			
4. Masonry			
5. High Strength Bolts			
6. Bolts and Anchors			
7. Foundation Piles			
<b>Tests</b>			
A. Asphalt			
1. Rice and Gravity			
2. Extraction and Gradation			
3. Asphalt Content			
B. Soils and Aggregate			
1. Sieve Analysis			
2. Proctors			

3. Gradations			
C. Concrete and Masonry			
1. Test Cylinders			
2. Mortar Cylinders			
3. Grout Tests			
4. CMU Prisms			
5. Concrete Coring			
6. CMU Linear Shrinking			
D. Structural Steel and Welding			
1. U. T and M. T			
E. Reimbursables			
1. Mileage			
2. Compression Test Reports			
3. Daily Field Reports			
Total			

B.1.3 Reimbursable expenses, described in paragraphs B.2.1 and B2.2, shall be defined as the direct cost expended by the Consultant, the Consultant's employees and Sub-consultants for performance of Services rendered to complete the Project.

B.1.4 The Owner and Consultant agree in accordance with the terms and conditions of this Contract that:

- a. If the scope of the Project or if the Consultant's Services is changed materially, the Consultant shall request in writing, before services are provided, that compensation be adjusted and that the Contract be amended to describe the additional Services to be performed and the compensation for those additional Services. If the Owner agrees to allow additional Services to be performed, the Parties must prepare and fully execute a written amendment to the Contract fully memorializing the Parties' agreement, and all required State of Oregon approvals must be obtained, before the Contract will be deemed amended and before Consultant begins performance of any additional Services pursuant to the amended Contract.
- b. The fee for preparing routine change orders adding or deleting Work from the Project shall be considered part of the compensation for Basic Services.
- c. The Consultant shall make such revisions to completed Construction Contract Documents as are necessary to correct errors or omissions appearing therein, consistent with generally accepted standards of professional practice and with the Consultant's standard of care under Section 4.4.1 of the Contract, when required to do so by the Owner and without additional compensation.

**B.2 REIMBURSABLE EXPENSES**

B.2.1 Reimbursable Expenses are in addition to the Compensation for Basic Services and Supplemental Services and include actual expenditures made by the Consultant, the Consultant's employees and the Sub-consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

- a. Long distance communications.
- b. Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Consultant and the Sub-consultants.
- c. Expense of data processing and photographic production techniques when used in connection with Supplemental Services.
- d. Expense of renderings, models and mock-ups requested by the Owner.
- e. TRAVEL AND OTHER EXPENSES:

All travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to the State. The travel must comply with all the requirements set forth in this section and must be for official State business authorized by this Contract. Personal expenses shall not be authorized at any time. All expenses are included in the total maximum Contract amount.

Consultant understands and agrees that travel expenses shall be reimbursed at rates not to exceed those rates approved by the Department of Administrative Services for State government employees at the time the expense was incurred. Consultant understands and agrees that the rates are subject to change and any changed rates shall immediately become part of this Contract and govern reimbursement of any travel expenses incurred after the date of the change.

1) Mileage. Mileage for travel in a private automobile while Consultant is acting within the course and scope of his/her duties under this Contract and driving over the most direct and usually traveled route, will be reimbursed at the rate approved by the federal government and in effect at the time of travel. The current rate is 40.5 cents per mile. To qualify for mileage reimbursement, Consultant must hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by (i) the Oregon Financial Responsibility Law (ORS 806.060) or (ii) the jurisdiction in which the vehicle is being operated or (iii) the rates identified in Exhibit B of this contract, whichever is greater. No mileage reimbursement will be paid for the use of motorcycles or mopeds.

2) Meals. Per diem rates for meals vary between cities. Consultant understands and agrees that expenses for meals shall be reimbursed at rates not to exceed the federal per diem rates. The federal per diem rates can be found at: <http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/perd01d.html> - Maximum Federal per Diem Rates. Agency is not responsible for notifying Consultant of changes in the federal rate of reimbursement. For purposes of calculating individual meals where the Consultant is entitled only to a partial day reimbursement, the following allocation of the meal per diem applies:

Breakfast	25%	Lunch	25%	Dinner	50%
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Reimbursement rates for meals are "per diem" and receipts are not required for reimbursement.

3) Lodging. Agency will reimburse Consultant for Consultant's actual cost of lodging up to the specified federal per diem lodging rates for the locality. Receipts are required for reimbursement of lodging expenses.

4) Other Travel Expenses. In addition to meals and lodging, out-of -state travel expenses will be reimbursed for airfare and rental vehicles used by the Consultant only if the Consultant is acting within the course and scope of his/her responsibilities under this contract. All Consultant representatives will be limited to economy or compact size rental vehicles unless Consultant personally pays the difference. In no case will the state reimburse a Consultant for air travel at a rate greater than coach fare.

B.2.2 Reimbursable expenses are included in the total amount payable, as set forth in paragraph B.1.1 of this Exhibit B, shall not exceed \$\_\_\_\_\_ without prior authorization by the Owner.

STATE OF OREGON  
STANDARD PROFESSIONAL SERVICES CONTRACT  
**EXHIBIT C**  
**INSURANCE PROVISIONS**

During the term of this Contract, or such other time period provided herein, the Consultant shall maintain in force at its own expense, each insurance noted below:

- C.1.01  **Required by the Owner of Consultants with one or more workers, as defined by ORS 656.027.**

**WORKERS' COMPENSATION.** All employers, including Consultant, the sub-consultants, if any, providing Services, labor or materials under this Contract in the State of Oregon, shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126(2). Consultant shall require and ensure that each of its sub-consultants complies with these requirements.

- C.1.02  **Required by the Owner**  **Not required by the Owner**

**Professional Liability** insurance with a combined single limit of not less than \$1,000,000, each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under the resulting contract. Any deductible shall not exceed \$50,000 each claim, incident, or occurrence.

- C.1.03  **Required by the Owner**  **Not required by the Owner**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under the resulting **contract**. It shall provide that the State of Oregon, Department of Corrections, and their divisions, officers and employees are Additional Insureds, but only with respect to the Consultant's services to be provided under the resulting contract.

- C.1.04  **Required by the Owner**  **Not required by the Owner**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

- C.1.05 **"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 this Contract for a duration of 24 months, or the maximum time period available to the Consultant in the marketplace if less than 24 months. Consultant will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract expiration. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the resulting contract. Evidence of suitable coverage will be a condition of final acceptance and payment under the Contract.

- C.1.06 **Notice of Cancellation or Change** - There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Consultant or its insurer(s) to the Department of Corrections.

- C.1.07 **Certificates of Insurance** - As evidence of the insurance coverage required by the resulting contract, the Consultant shall furnish acceptable insurance certificates to the Department of Corrections, Contracts Unit, 3601 State Street, Suite 280, Salem, OR 97301-5780 prior to

commencing performance of the Services. The certificates will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

## EXHIBIT D

### Department of Corrections Code of Ethics

[Consultant must read and sign pursuant to Department of Corrections Policy 20.1.2(c)]

As an employee, volunteer or contract service provider of the Oregon Department of Corrections, I will value and maintain the highest ideals of professional and compassionate public service by respecting the dignity, cultural diversity and human rights of all persons, and protecting the safety and welfare of the public.

I accept that my fundamental duty is to serve the public; to safeguard lives and property, to protect Department of Corrections incarcerated persons against deception, oppression or intimidation, violence or disorder.

I will be constantly mindful of the welfare of others. To the best of my ability, I will remain calm in the face of danger and maintain self-restraint in the face of scorn or ridicule.

I will be honest and truthful. I will be exemplary in obeying the law, following the regulations of the department, and reporting dishonest or unethical conduct.

I acknowledge that I have been selected for a position of public trust and I will constantly strive to be worthy of that trust and to be true to the mission and values of the Department of Corrections.

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**Consultant's Signature      Date**