

# **REQUEST FOR PROPOSALS**

## **Construction Manager/General Contractor (CM/GC) Services**

**Sherman County School District  
Grade School Relocation and Related Upgrades**

**RFP Issue Date: February 18, 2015**

**Proposal Due Date: March 9, 2015 at 4:30 PM, PST**

**NO LATE RESPONSES WILL BE  
ACCEPTED**

**Sherman County School High School Business Office  
65912 High School Loop Road  
Moro, OR 97039**

**Attn: Dr. Peter Tarzian, District Superintendent**

**Public Advertisement:**

**Sherman County School District  
Grade School Relocation and Related  
Upgrades Project, Request for Proposals  
for CM/GC Services Due Date: 4:30 pm on  
March 9, 2015**

Notice is hereby given that Sherman County School District is currently soliciting proposals for Construction Management/General Contractor (CM/GC) services for the Grade School Relocation and Related Upgrades Project. Proposals will be accepted until 4:30 pm on March 9, 2015. The Request for Proposal and all attachments are available to any interested party on the School District web site located at <http://shermancountyschooldistrict.weebly.com/>  
All questions regarding this solicitation shall be directed to Michael Marino, Project Manager at [mike@mmarinoconsulting.com](mailto:mike@mmarinoconsulting.com)

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**1. PROPOSAL FORM:**

**Responses to Sherman County School District-Grade School Relocation and Related Upgrades, Request for Proposal for CMGC Services must contain a signed copy of this page with the proposal.**

Firm Name: \_\_\_\_\_

The Undersigned offers and agrees to provide Construction Management/General Contractor (CM/GC) Services for the Sherman County School District, Grade School Relocation and Related Upgrades Project.

The proposer understands that any false statement may disqualify this proposal from consideration or be cause for contract termination.

The proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other no"job" related factors.

Oregon CCB Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

- |  |   |
|--|---|
| <input type="checkbox"/> Resident Firm   | <input type="checkbox"/> Nonresident Firm |
| <input type="checkbox"/> Corporation     | <input type="checkbox"/> Partnership      |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Joint            |
| <input type="checkbox"/> Venture Other   |   |

1. Has your firm ever been disqualified by a government agency from bidding or proposing on a public project? \_\_\_\_\_ (yes/no). If the answer is yes, explain the circumstances, project, contracting agency and date. State then reason for disqualification and if the disqualification has ended. Use additional sheets if required.

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2. Has your firm ever been terminated from a public contract? \_\_\_\_\_ (yes/no). If the answer is yes, explain the circumstances, project, contracting agency and date. State then reason for termination. Use additional sheets if required.

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3. Has your firm ever been involved in litigation involving a public contract? Has a claim been made against any payment or performance bond taken out by your firm? Has a legal claim been made against your firm for alleged contract breach or substandard performance, or has a claim been made against your firm for dishonesty, fraud, or misappropriation in relation to a construction contract? \_\_\_\_\_ (yes/no). If the answer is yes to any of these questions, provide a full explanation on a separate sheet entitled "Claims".

4. I acknowledge receipt of Addendum(s) \_\_\_\_\_

Firm Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

By (print): \_\_\_\_\_ Title: \_\_\_\_\_

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

**This form must be signed in ink and returned with the proposal**

## 2. INTRODUCTION:

Sherman County School District (District) is seeking proposals from qualified firms interested in providing Construction Manager/General Contractor (CM/GC) services for its Grade School Relocation and Related Upgrades Project (Project).

The BOLI Prevailing Wage Rates applicable to this project will be identified at the time the initial CM/GC Subcontracting bid package is offered or at the time the GMP is established, whichever occurs first. Once established, those rates will apply for the duration of the project. Proposals must contain a statement that the proposer agrees to be bound by and will comply with the provisions of 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.

All proposers must be registered with the Oregon Construction Contractors Board (CCB) and have filed with the CCB the required Public works bond prior to submitting the Proposal. Failure to do so will be sufficient cause to reject a Proposal as non-responsive.

The successful CM/GC firm(s) will become part of the project team comprised of District staff, the Architectural firm and project related consultants. The CM/GC firm shall be skilled in developing schedules, preparing construction estimates, performing life cycle analysis and value engineering, analyzing the constructability of alternative designs, selecting subcontractors and suppliers and procuring long lead items. They must also be skilled in safely and efficiently executing the work and managing subcontractors and suppliers. The CMGC must be able to clearly communicate and coordinate with all affected stakeholders. In addition, the CMGC must be familiar with the local and regional labor, subcontracting and supplier market and be capable of generating competitive and viable pricing as well as successfully executing the work.

The District will conduct the CMGC procurement process in accordance with model rules the Attorney General adopts under ORS 279A.065(3).

## 3. PROJECT DESCRIPTION:

The scope of work and budget covered by this RFP is anticipated to include the items listed in Attachment B. The scope may be increased or reduced based on District priorities and available funds.

## 4. INSTRUCTIONS TO PROPOSERS:

Your response must not exceed twenty (20), single sided pages. The cover letter, transmittal, table of contents and dividers will not be counted in the 20 page limit.

All information contained in the proposal must be specific to this project and must not be comprised of generic marketing material. No supplemental information to your proposal will be allowed.

Information shall be presented in the same order and category as outlined in the evaluation criteria provided in Section 7. Provide **Seven (7) copies** of the response in bound format. Comb or spiral

bound proposals are preferred. No three ringed binders are allowed. The page size shall be 8 ½” by 11” with any fold outs being 11” x 17” in size. In addition provide (1) electronic version of the proposal in PDF format on a compact disk or zip drive.

The proposal shall be signed by a corporate officer who is so authorized.

In accordance with ORS 279A.110(4), the proposal must contain a certification that the proposer has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts.

The District may reject any proposal not in compliance with the described requirements and applicable public procurement procedures and may cancel this solicitation or reject all proposals for good cause upon determining that it is in the public interest to do so.

The District is not responsible for any costs associated with a response to this RFP. Telephone, facsimile or electronically transmitted submittals will not be accepted. Responses received after the closing date and time will not be accepted.

Proposals shall be delivered to:

Dr. Peter Tarzian, District Superintendent  
Sherman County School District  
Sherman High School  
65912 High School Loop Road  
Moro, OR 97039

## 5. SELECTION PROCEDURES/TIMETABLE:

Proposals will be evaluated against the selection criteria described in Section 7 by the Selection Committee, which is comprised of representatives of the School District. The selection process is a three step process, as follows:

1. Firm's proposals will be scored and numerically ranked by the Selection Committee using the criteria in Section 7. The Committee may invite the top ranked firms to interview.
2. The Selection Committee will reevaluate the rankings based on the results of the interview process and will decide which firm(s) shall participate in a reference check.
3. Final rankings will be evaluated after the reference check and a final selection will be made.

### Selection Timetable:

Issue RFP:	February 18, 2015
Optional Pre-Proposal Meeting	2:00 PM on February 26, 2015
Last Day for Questions/Clarifications:	March 4, 2015
Proposals Due:	<b>4:30 pm on March 9, 2015</b>
Notification of Firms for Interview (if required):	March 13, 2015
Interviews (if required)	March 18, 2015
CM/GC Selection & Notification:	March 20,, 2015

## 6. GENERAL REQUIREMENTS:

**Pre-proposal Meeting** – A non-mandatory pre-proposal meeting will be held at 2:00 pm on February 26, 2015 at Sherman County High School. The purpose of the meeting is to review the scope, schedule and budget for the project and allow interested firms to tour the existing High School facility so that they can be more familiar with the scope of work. District personnel and members of the design team will be available to answer questions at that time. No other facility tours will be scheduled.

**Interviews** – Interviews may be held with the top ranked firms. The number of firms to be interviewed will be at the sole discretion of the Selection Committee. The interview process may be used to supplement and clarify information contained in the proposal. The results of the interview may bear on the firm's final ranking. The invited firms will be given adequate notice as to the time and place of the interview and will be given general information regarding the format and general content of the interview in advance of the interview.

**Form of Contract** – The contract between the CM/GC and Sherman County School District will be based on the AIA A133 CMGC 2009 and AIA A201 2007 forms with modifications and additions as negotiated by the parties. The District reserves the right to negotiate a final contract that is in the best interest of the District and that complies with applicable law. If the proposer intends material changes to the language contained in the AIA A133 CMGC 2009 and AIA A201 2007 forms, such proposed changes must be included in the response to this RFP."

**Financial Ability** – The District reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the submitting firm's financial ability to perform the anticipated scope of work. Submission of the response shall constitute approval for the District to obtain credit information deemed necessary to conduct the financial evaluation. The District will notify the firm in writing of any other documentation required, which may include recent income statements, balance sheets and ratios, availability of short term financing, bonding capacity and credit information. Failure to promptly provide the requested information shall result in rejection of the firm's proposal.

**Questions & Addendum** – All questions regarding this Request for Proposal must be submitted in writing no later than seven (7) calendar days prior to the RFP closing date. All written questions or requests for clarification shall be sent via e-mail to:

Michael Marino, Project Manager, [mike@mmarinoconsulting.com](mailto:mike@mmarinoconsulting.com)

The District request no other members of the School District Staff, Board members or members of the Design Team be contacted regarding this RFP.

If the answer or clarification has significance, it will be included in an addendum. Addendums will be posted on the same web site with the original RFP documents. It is the responsibility of each firm to view and acknowledge any and all addendum. Failure to do so may render the firm's proposal as non-responsive.

No information received in any manner other than addendum will serve to change the RFP, regardless of the source of the information.

**Protests** – Any respondent to this RFP who claims to have been adversely affected or aggrieved by the result of the selection process shall have five (5) calendar days after notification of the selection to submit a written protest to:



Dr. Peter Tarzian, District Superintendent  
Sherman County School District  
65912 High School Loop Road  
Moro, OR 97039

**Proprietary Information** – The District will retain this RFP and one copy of each original response received, together with all documents pertaining to the award of a contract. These documents will be made available for public inspection after an award is made. If a response contains information that is considered a trade secret under ORS 192.501c, mark such information as follows: “This data constitutes a trade secret under the ORS and shall not be disclosed except in accordance with Oregon Public Records Law”. Pricing information cannot be considered proprietary information.

**District Reserves the Right To:**

- i. Reject any proposal that does not comply with the prescribed requirements.
- ii. Amend the RFP.
- iii. Extend the deadline for submission of proposals
- iv. Not award a contract for requested services
- v. Waive any irregularities of informalities in any proposal
- vi. Accept the proposal deemed to be the most beneficial to the public and the District

**7. RESPONSE REQUIREMENTS & EVALUATION CRITERIA:**

- a. **Company Background (information only):** Provide a brief description of your firm. Include annual revenue and bonding capacity for the past five years.
- b. **CM/GC Experience (20 points):** Provide three (3) recent examples of your firm’s experience working on CM/GC projects. Describe how your firm used the CM/GC process to bring value to the project in both the preconstruction and construction phase.
- c. **Educational Experience (20 points):** Describe your firms experience working on projects of similar type, size and complexity. Provide details for three (3) examples. Include the following information:
  - Building use
  - Owner and contact information
  - Architect and contact information
  - Contract type, (Public CM/GC, Public Bid, Private Bid, etc.)
  - Original and final contract amount.
  - Project time frame and completion date.

**d. Staffing Plan and Key Personnel (20 points):**

Provide an organizational chart showing your proposed staff. Indicate if they will be stationed in the home office or on site during the construction phase. Explain what percentage of their time will be dedicated to this project.

Describe your plan to effectively manage the project while the facility is occupied.

Provide brief resumes for all staff shown on the project organizational chart. Include information regarding their CMGC and K-12 facility experience.

**e. Local Issues (25 points):** Describe the firm's knowledge of the construction conditions, labor market and subcontractor/supplier pool within the area of the District (North Central Oregon). Explain how you will use this knowledge to benefit the project.

**f. Project Approach (20 points):** Describe how your firm utilizes the CM/GC process to create value during preconstruction & construction phase. Include the following information:

**Estimating-** Describe your estimating process from initial schematic design through final buy out. How do you insure that the owner and design team are constantly aware of the project estimate as the project evolves?

**Project Management –** Describe your firm's project management and scheduling system. How will you insure the project is completed on schedule and in a well-organized and orderly manner?

**Cost Control –** Describe your cost reporting system. How will you keep the District apprised of current and projected costs during the construction phase? How will you minimize change orders?

**Quality Control –** How will you insure appropriate quality, minimal punch lists and timely closeout?

**g. Project Safety & Communication Plan (20 points):**

Describe your plan to safely and efficiently and without disruption, accomplish the work within such close proximity to an operating school.

Provide a brief description of your firm's safety and drug/alcohol policies and your enforcement of those policies.

**h. Fees and Compensation (25 points):**

**Preconstruction Costs:** Provide a Not to Exceed price for preconstruction services. Include a breakdown of hourly rates for personnel as well as a list of reimbursable expenses that would be included in the Not to Exceed price. Include the cost of Mechanical, Electrical and Plumbing (MEP) and Civil preconstruction services and explain if those services will be handled by in house staff or by a subcontractor.

**Fee:** State the fee as a percentage of the direct construction costs. No other markup will be allowed. The CM/GC will be required to provide accounting documentation to substantiate that all cost inputs to the project will be at the CM/GC's bare cost. The

CM/GC will not be allowed to include “corporate rates” for labor, bonding or insurance programs. Tool and equipment charges will be required to be comparable to market rental rates.

The fee shall cover, at a minimum, those items excluded from the Cost of the Work and General Conditions as defined in the agreement and as clarified in the CM/GC Cost Matrix, (Attachment A). The matrix shall provide the Proposers greater clarity about which costs will be reimbursed and which costs will not.

After Contract award and before the GMP is established, the maximum Not to Exceed amount for General Conditions will be established and set forth in a contract amendment.

**Bond and Insurance Rate:**

Provide the cost of the 100% Payment and Performance Bond as a percent of the direct construction costs plus fee.

Provide a letter from the firms bonding company confirming their ability to provide 100% payment and performance bond for the project.

Provide the cost of General Liability Insurance as a percent of the direct construction costs plus fee. See Attachment C for insurance requirements.

**Contingency, Allowances and Savings:** Describe your firm’s proposed use of contingencies and allowances within the GMP. How do you propose the contingencies are managed, what are the allowable uses and who has control of their use? In the event that the final project costs are less than the GMP, it is the Districts intent that 100% of project savings are returned to the owner.

- i. **References (information only):** Provide four (4) references familiar with your firm and the members of your proposed team.

**8. ATTACHMENTS:**

- A. CM/GC COST MATRIX
- B. PROJECT SCOPE & BUDGET
- C. INSURANCE REQUIREMENTS

**Sherman County School District, Grade School Relocation and Related Projects  
CMGC Cost Matrix**

**Attachment A**

	<b>Direct Cost of Work</b>	<b>General Conditions</b>	<b>CM/GC Fee</b>	<b>Owner Cost</b>
Project Superintendent		X		
Senior Project Manager (for project specific time only)		X		
Project Manager		X		
Assistant Project Manager		X		
Project Engineers		X		
Field Engineers		X		
On site Clerical support		X		
Scheduler (for project specific time only)		X		
MEP Coordinator (for project specific time only)		X		
Safety Coordinator (for project specific time only)		X		
Employee fringes, vacation and sick leave		X		
Project related travel, lodging, meals, per diem, etc.		X		
Jobsite office and storage trailer rental		X		
Job office furniture, equipment and expendables		X		
Job office security and cleaning		X		
Costs for project based vehicles		X		
Postage and Shipping		X		
Project photos		X		
Computers, Copiers, Printers, Fax Machines		X		
Document printing		X		
Warranty and correction of non*conforming work	X			
Commissioning coordination		X		
Cost estimating		X		
Value engineering		X		
Temporary toilets		X		
Drinking water		X		
Contractor signage		X		
Safety equipment for CM/GC personnel		X		
First aid supplies & Fire Extinguishers		X		
Substance abuse testing/monitoring		X		
CM/GC mobilization/demobilization		X		
Jobsite security		X		
GM/GC parking/shuttles		X		
Phone & Internet installation & line charges		X		
Telephones, cell phones, radios, pagers		X		
Small tools for CM/GC usage		X		
Area Superintendents			X	
Project Executive			X	
CM/GC principals(s) in charge			X	

**Sherman County School District, Grade School Relocation and Related Projects  
CMGC Cost Matrix**

**Attachment A**

**CM/GC Cost Matrix**

	<b>Direct Cost of Work</b>	<b>General Conditions</b>	<b>CM/GC Fee</b>	<b>Owner Cost</b>
Payroll/Accounting/Data Processing			X	
Bonuses			X	
Corporate safety officer			X	
Home office administration			X	
Corporate IT support			X	
Computer Software			X	
Home office payroll costs, fringes, bonuses, etc.			X	
Soils report				X
Initial site survey				X
Special inspections and testing				X
Planning and building permits and fees				X
Development fees				X
Performance/payment bond		X		
Subcontractor bonds	X			
Builder's risk insurance				X
General liability insurance		X		
Subcontractor Default Insurance		X		
Contractor Controlled Insurance Program (CCIP)		X		
Construction surveying/building layout	X			
Subcontracts	X			
Wages for trade labor	X			
Labor burden for trade labor	X			
Materials and equipment for site logistics	X			
Rental equipment used on site	X			
Temporary fencing	X			
Barricades	X			
Temporary enclosures	X			
Temporary stairs	X			
Opening protection	X			
Safety railings and fall protection	X			
Weather protection	X			
Temporary utilities hookup	X			
Temporary utility bills	X			
Periodic cleanup	X			
Dump fees	X			
Final cleanup	X			
Flagging/traffic control	X			
Dust control	X			
Trade permits (if not included in subcontracts)	X			

**Sherman County School District, Grade School Relocation and Related Projects  
Scope and Cost Estimates**

**Attachment B**

No.	Room	Estimated Sq. Ft	Estimated Cost/SF	Estimated Total
1	1st Grade	925	\$ 200	\$ 185,000.00
2	2nd Grade	925	\$ 200	\$ 185,000.00
3	3rd Grade	925	\$ 200	\$ 185,000.00
4	4th Grade	925	\$ 200	\$ 185,000.00
5	5th Grade	925	\$ 200	\$ 185,000.00
6	6th Grade	763	\$ 30	\$ 22,890.00
7	7th Grade	782	\$ 30	\$ 23,460.00
8	8th Grade	766	\$ 30	\$ 22,980.00
9	Collaboration	1,855	\$ 200	\$ 371,000.00
10	Pre-Kindergarten	950	\$ 200	\$ 190,000.00
11	Kindergarten	950	\$ 200	\$ 190,000.00
12	Title 1 / Special Ed.	300	\$ 200	\$ 60,000.00
13	Secure Office & Files	143	\$ 200	\$ 28,600.00
14	Staff Room	495	\$ 200	\$ 99,000.00
15	Staff Restroom	64	\$ 200	\$ 12,800.00
16	Staff Restroom	64	\$ 200	\$ 12,800.00
17	Commons	4,183	\$ 200	\$ 836,600.00
18	New Sever Room/Office	115	\$ 200	\$ 23,000.00
19	Girls Lockers	274	\$ 200	\$ 54,800.00
20	Boys Lockers	274	\$ 200	\$ 54,800.00
21	Gym/Multipurpose	6,845	\$ 200	\$ 1,369,000.00
22	Kitchen	1,265	\$ 200	\$ 253,000.00
23	Electrical Room	132	\$ 200	\$ 26,400.00
24	Fire Control Room	99	\$ 200	\$ 19,800.00
25	PE Storage	337	\$ 200	\$ 67,400.00
26	Art (Flex)	0	\$ 200	\$ -
27	Music (Flex/SKORE)	1,376	\$ 200	\$ 275,200.00
28	Collaboration	1,033	\$ 200	\$ 206,600.00
29	Girls Restroom	223	\$ 200	\$ 44,600.00
30	Boys Restroom	223	\$ 200	\$ 44,600.00
31	Office/New Server Room	100	\$ 200	\$ 20,000.00
32	Janitor Closet	131	\$ 200	\$ 26,200.00
33	Boys Restroom	270	\$ 200	\$ 54,000.00
34	Girls Restroom	270	\$ 200	\$ 54,000.00
35	Entry Vestibule	311	\$ 200	\$ 62,200.00
36	Entry	363	\$ 130	\$ 47,190.00
37	Lobby	195	\$ 130	\$ 25,350.00
38	Reception	165	\$ 130	\$ 21,450.00
39	Secretary	106	\$ 130	\$ 13,780.00

40	Time-Out	67	\$	130	\$	8,710.00
41	Hall & Break Area	386	\$	130	\$	50,180.00
42	Health	82	\$	130	\$	10,660.00
43	Business Office	224	\$	130	\$	29,120.00
44	Restroom	59	\$	130	\$	7,670.00
45	Dean of Students/Admin. 1	181	\$	130	\$	23,530.00
46	Control Room	39	\$	-	\$	-
47	Conference Room	160	\$	130	\$	20,800.00
48	Superintendent/Principal/Admin. 2	172	\$	130	\$	22,360.00
49	Health	832	\$	130	\$	108,160.00
50	Special Education	852	\$	130	\$	110,760.00
51	Secure Office & Files	192	\$	130	\$	24,960.00
52	Student Lounge	0	\$	130	\$	-
53	Staff / Copier	232	\$	30	\$	6,960.00
54	Office	79	\$	30	\$	2,370.00
55	Office	295	\$	30	\$	8,850.00
56	Office	100	\$	30	\$	3,000.00
57	Classroom	821	\$	30	\$	24,630.00
58	Classroom	842	\$	130	\$	109,460.00
59	Classroom	827	\$	30	\$	24,810.00
60	Classroom	870	\$	30	\$	26,100.00
61	Hall	285	\$	200	\$	57,000.00
62	Technology / Robotics	809	\$	200	\$	161,800.00
63	Voc/Ag. Entry	332	\$	200	\$	66,400.00
64	Changing Room	64	\$	200	\$	12,800.00
65	Restroom	64	\$	200	\$	12,800.00
66	FFA Office	166	\$	200	\$	33,200.00
67	Vocational Agriculture	3,362	\$	195	\$	655,590.00
68	Agriculture Science - Alternate	0	\$	200	\$	-
69	Science Classroom	1,082	\$	130	\$	140,660.00
70	Science Lab		\$	130		
70A	Girls Restroom	247	\$	130	\$	32,110.00
70B	Boys Restroom	247	\$	130	\$	32,110.00
71	Classroom	1,101	\$	-	\$	-
72	Classroom	913	\$	-	\$	-
73	Existing Cafeteria	4540	\$	-	\$	-
74	Hall	237	\$	130	\$	30,810.00
75	Existing Library Entry	75	\$	130	\$	9,750.00
76	Existing Library	0	\$	-		
77	Greenhouse (Existing)	825	\$	-		
	Building Total	51,708			\$	7,426,620.00
	Site Work			LS	\$	700,000.00
	<b>Base Estimate Total</b>					<b>\$ 8,126,620.00</b>





# Sherman County School District, Grade School Relocation and Related Projects Insurance Requirements

## Attachment C

**1. Insurance Coverages.** The Contractor shall procure and maintain at its expense during the Period of Performance and thereafter as required below the following insurance from one or more companies authorized to do business in the State of Oregon with a policyholder's rating of not less than A-IX in the most recent edition of *Best's Rating Guide*. Except as approved otherwise by the Owner in advance, such insurance shall protect against claims which arise out of or relate to all of the Contractor's services under the Agreement, whether performed by the Contractor or a Contractor or a person or entity for which either of them may be responsible.

**1.1 Workers' Compensation Insurance,** if required by law, with statutory limits.

**1.2. Employer's Liability Insurance,** if employees are employed for other than secretarial or bookkeeping services, with a limit of not less than \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

**1.3. Commercial General Liability Insurance,** applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products and Completed Operations, Broad Form Property Damage (including Completed Operations), and coverage for explosion, collapse and underground hazards, with limits of not less than \$2,000,000 per occurrence, \$3,000,000 aggregate applicable specifically to the Project, \$2,000,000 personal and advertising injury and \$2,000,000 Products and Completed Operations.

**1.4. Business Automobile Liability Insurance,** applicable to owned, non-owned and hired automobiles, with a limit of not less than \$1,000,000 combined single limit each accident.

**2. Deductibles.** The Contractor shall pay all deductibles on all policies required by Paragraph 1.

**3. Waivers of Subrogation Re Liability Insurance.** The Workers' Compensation and Employer's Liability policies shall be subject to a waiver of subrogation in favor of Owner and its members, partners, officers, directors, agents and employees, and the successors in interest of the foregoing.

**4. Cross-Liability Coverage.** The Commercial General Liability and Automobile Liability policies shall provide cross-liability coverage as would be achieved under the standard International Organization for Standardization ("ISO") separations of insured's clause.

**5. Additional Insureds.** The Commercial General Liability and Automobile Liability policies shall name the Owner and its members, partners, officers, directors, agents and employees, and the successors in interest of the foregoing, as additional insureds, using ISO additional insureds endorsement CG 20 10 11 85 or a substitute providing equivalent coverages. Such coverages provided to the additional insureds shall (a) be primary and noncontributory with respect to any insurance or self-

insurance retention of the additional insureds, including but not limited to any Excess Liability coverage maintained by the additional insureds, (b) provide the same types and extents of coverages as the coverages provided to the primary insured, and shall not be limited to the “vicarious liability” of the additional insureds, (c) waive all rights of subrogation against the additional insureds, (d) cover all additional insureds that are a partnership or joint venture, if any, as “Named Insureds” as expressly stated in endorsements and (e) be maintained for the same durations as the coverages provided to the primary insured, including but not limited to the continuation of the Products and Completed Operations coverage until three (3) years after final payment to the Owner’s prime contractor on the Project, and shall not be limited to “ongoing operations”. Notwithstanding the foregoing, this Paragraph shall not be construed to require the Contractor to provide insurance coverage of the additional insureds in a way or to an extent that results in a violation of ORS § 30.140.

**6. Duration of Coverages.** The insurance coverages required by Paragraphs 1 through 65 shall be written on an occurrence basis, except the Professional Liability Insurance. The Professional Liability policy shall provide for a retroactive date of placement prior to or coinciding with the commencement of the performance of the design professional services under the Agreement. All other policies shall be in effect as of the date of commencement of the Contractor’s services under the Agreement. All policies shall be maintained and remain in effect until one (1) year after final payment to the Owner’s prime contractor on the Project and thereafter when the Contractor is assisting or advising the Owner regarding the correction of defective or nonconforming Work; provided that the Products and Completed Operations policy and the Professional Liability policy shall remain in effect until three (3) years after final payment to the Owner’s prime contractor on the Project. The Contractor shall notify the Owner of any claims against the Professional Liability policy, in which event the Owner shall have the right to require the Contractor at its expense to obtain additional Professional Liability Insurance in order to restore the required coverage available for the Project.

**7. Proof of Insurance.** The Contractor shall file with Owner, upon execution of the Agreement, certificates of insurance acceptable to the Owner as well as copies of all insurance policies, with all riders and endorsements, all separate exclusions, conditions and waivers, and all other amendatory documents attached, evidencing the insurance required by this Attachment C. If any of the required coverages are to renew during the period when such coverage is to remain in effect, or are required to remain in force after final payment to the Owner’s prime contractor on the Project, an additional certificate evidencing continuation of such coverage shall be submitted upon renewal or with the Contractor’s final invoice.

**8. Effect of No or Insufficient Insurance.** The Contractor’s failure to comply with the requirements of this Attachment C shall constitute a material breach of the Agreement entitling the Owner to terminate the Agreement for cause. In the alternative, the Owner in its sole discretion may purchase the insurance required of, but not obtained or maintained, by the Contractor pursuant to this Attachment C and charge such costs thereof to the Contractor. The Owner’s rights under this Paragraph shall be in addition to, and without waiver of, its other rights and remedies under the Agreement or applicable law.

**9.. Limitation of This Attachment C.** Nothing in this Attachment C shall negate, abridge or reduce the Contractor's responsibilities or liabilities under the Agreement or applicable law, the meaning and effect of the provisions of this Attachment C being limited to setting out the Contractor's express obligations with respect to insurance.