

LANE COUNTY PUBLIC WORKS



Request for Proposal RFP No. AS 10/11-12

To Provide Professional Services for a Mechanical, Electrical & Plumbing (MEP) Assessment & Arc Flash Analysis for the Lane County Public Works Delta Facilities

LANE COUNTY PUBLIC WORKS

**3040 Delta Highway North
Eugene, OR 97408**

JUNE 2011



REQUEST FOR PROPOSAL

RFP No. AS 10/11-12

To Provide Professional Services for a Mechanical, Electrical
& Plumbing (MEP) Assessment and Arc Flash Analysis for
the Lane County Public Works Delta Facilities

Lane County Public Works is requesting proposals from qualified consulting firms to conduct a facility MEP assessment and arc flash analysis for each of its buildings with the exception of the North Delta Building located at 3050 Delta Hwy North.

PROJECT DESCRIPTION

Lane County Public Works owns, operates and maintains a variety of buildings at the Delta Campus located at 3040 North Delta Highway, Eugene, OR 97408. The Delta Campus consists of the Administration, Building H, Fleet, Operations, and Warehouse Buildings. There are several accessory buildings, storage sheds and maintenance areas. More specific facility information is provided in Attachments D, E & F to this request for proposal. A CAD version of the site plan from Lane County is available upon request.

It is in the County's interest to use the information generated by the study to predict major systems replacement schedules and budget accordingly and to better manage the maintenance of the County's assets. The primary deliverables of the study include a comprehensive inventory for each building and comprehensive MEP condition and lifecycle assessment of major systems. In keeping with the Lane County's sustainability goals, the study will identify opportunities for replacing, repairing or upgrading various building components and systems using the most sustainable and energy efficient technology available. An additional deliverable is an Arc Flash Study/Analysis for the Delta campus.

Proposals for Professional Consulting Services will be received at Lane County Public Works until 4:00 pm (PST), on Friday, July 15, 2011. Please include six (6) copies of the proposal. All envelopes must be sealed and plainly marked on the outside showing the date, name of the proposer, and the name of the project. Proposals will not be opened publicly.

Proposals shall be addressed to:

Betty Mishou
Lane County Public Works
Administrative Services
3040 Delta Highway North
Eugene, OR 97424

In order to be considered for selection, responses must be received on or before the date and time specified. Firms mailing responses should allow for normal mail delivery time to ensure timely receipt. Proposals received after the stated time shall not be considered. No fax or e-mail transmittals will be accepted. Lane County may reject any proposal not in compliance with all prescribed public procedures and requirements, and may reject for good cause any or all proposals upon a finding by Lane County that it is in the public interest to do so.

The Public Works Project Manager is Tanya Heaton, Administrative Services Manager. Please contact Tanya Heaton at 541-682-6925 or Betty Mishou, Sr. Management Analyst at 541-682-6920 with any inquires regarding this Facilities Condition Assessment RFP.

SCOPE OF WORK

Task 1 - Systems Lifecycle Assessment

Objective - Assess system conditions and conduct a targeted evaluation of:

- Mechanical/HVAC
- Electrical
- Plumbing

The outcome of the assessment/evaluation will establish:

- Overall condition of MEP systems
- Estimated life expectancy of MEP systems

The deliverables will include a comprehensive assessment report for the MEP systems for each building to include but not be limited to:

- Recommended maintenance plan & schedule for existing MEP systems
- Recommended energy efficient and sustainable solutions where applicable
- Comprehensive inventory of MEP systems for each building
- Implementation plan and schedule for renovations/upgrades to systems

The mechanical, electrical and plumbing (MEP) systems have been maintained and upgraded periodically over the life of the buildings. Although improvements have been made, new cost effective energy conservation measures need to be investigated and

pursued where feasible. The cost of increasing maintenance demands should be compared against replacement of the systems. The cost of operations (energy, repairs, replacement, etc.) of the existing should also be compared against a new system. Lane County shall provide maintenance and emergency repair records as available.

A comprehensive evaluation of long term operational (energy consumption) costs is not in this scope. Assessment of the MEP systems and an evaluation of the most cost effective way to maintain or obtain a reliable and efficient set of systems for the next 20 years should be included. A comprehensive inventory of systems for each building as a deliverable of the system condition assessment shall also be included.

Task 2 – Arc Flash Study/Analysis

Objective - Assess arc flash conditions and conduct a targeted evaluation of arc flash hazards at the Delta facilities. The calculated arc-flash hazards shall be compared to the criteria in NFPA Standard 70E, and hazards requiring PPE greater than Category 1 shall be reported.

The outcome of the study will establish:

- Flash protection boundary for each class of equipment
- Personal protective equipment (PPE) requirement for each class of equipment
- Safety signs for each class of equipment
- Safety signs to include, voltage shock hazard, flash hazard boundary, incident energy, PPE level, limited shock approach boundary, restricted shock approach boundary and prohibited shock approach boundary.

The deliverables will include:

- Arc Flash Hazard Report & Analysis Summary which includes at a minimum flash protection boundary for each class of equipment and personal protective equipment (PPE) for each class of equipment. Included in the report shall be a table showing arc-flash data calculated for each class of equipment. Included in the table shall be the critical distances, the incident energies, the fault currents, and the PPE level required for the indicated working distance.
- Safety signs for each class of equipment
- Safety signs to include, voltage shock hazard, flash hazard boundary, incident energy, PPE level, limited shock approach boundary, restricted shock approach boundary and prohibited shock approach boundary
- Hard copy of the One-Line diagrams
- Electronic copy of the One-Line diagrams (AutoCAD)
- Hard & soft copy of arc flash warning label data
- Implementation plan and schedule

Safety/Quality Assurance

- The arc flash hazard analysis study shall be conducted under the supervision and approval of a Registered Professional Electrical Engineer skilled in performing and interpreting power system studies.
- The selected vendor shall provide all necessary material, equipment, labor, and technical supervision to perform the arc flash hazard analysis as described herein.
- The selected vendor shall utilize engineers and technicians that are experienced and regularly perform electrical power system testing.
- Personnel performing the arc flash analysis shall be trained and experienced in accordance with NETA Training Specifications concerning the apparatus and systems being evaluated.

Meetings

Meet with staff at beginning of each task to determine a schedule for on-site work at each location. Work closely with the Administrative Services Manager and/or Sr. Management Analyst as needed. Submit weekly progress reports to Administrative Services Manager and Sr. Management Analyst.

Task 3 - Final Report – Draft

Objective

Prepare a Draft Facilities Condition Assessment Report for County staff to review that summarizes the findings of Task (1) which shall include recommendations addressing facility deficiencies.

Prepare a Draft Arc Flash Analysis Report for County staff to review that summarizes the findings, outcomes and recommendations associated with Task (2).

Task 4 - Develop Final Report

Objective

Prepare final reports based on outcomes from Tasks (1) through (3) above. The final report shall include appendices of supporting data including photos of specific problems.

Task 5 - Presentation

Objective

Present a summary of findings and facts of needs assessment at a scheduled meeting with County staff.

PROPOSAL REQUIREMENTS

Consultants are encouraged to provide clear, concise proposals that contain only information required responding to the needs of this project. The proposal shall be

limited to 15 single-sided pages. Use Arial font, at least 11 point. Excluded from this count are the cover letter, resumes and the copy of a recent similar project. At a minimum, each proposal shall include the following:

1. General Information – The consultant shall provide general information describing the firm size, office locations and relevant firm capabilities.
2. Project Schedule – The consultant shall submit a proposed project schedule identifying key tasks and milestone dates and their associated duration. The County desires to complete the MEP Assessment and the Arc Flash Analysis on or before October 17, 2011.
3. Project Team – The consultant shall identify the team to be assigned to the project by name: this includes project manager and other key team members. Resumes for team members shall be provided. The Consultant shall assign a primary representative and an alternate to perform the services described in the scope of work. Both shall be identified in the proposal along with any subconsultants engaged to perform portions of the work. The Consultant's representative shall remain in responsible charge of all duties from contract negotiations through the completion of the project. If the primary representative is unable to continue with the design project, then the alternate representative shall become the primary representative.
4. Experience/Qualifications – The consultant shall submit a copy of one recent similar project that reflects the quality of their work. They shall also provide information on recent projects similar in nature to the proposed project to document the consultant's expertise, experience and ability to complete the proposed project in a timely manner. A list of three project references with name, address, phone number and contact person(s) shall also be provided.
5. Project Approach – The proposal shall identify in sufficient detail the consultants approach to and understanding of the project for each distinct phase of the work. The proposal should also address approach to quality control and quality assurance, methods for managing cost and time to ensure product delivery on time and at budget and techniques for dealing with unanticipated changes during the project.
6. Project Cost – The consultant shall provide a breakdown outlining the projected hours to be spent on the project by each team member for the services described in the Scope of Work. A professional service rate shall be provided for each team member. A not-to-exceed amount for full project completion, based upon the Scope of Work shall be provided. The County may elect to make progress payments based on the deliverables identified in the scope of services. Consultant invoices will therefore correspond to the specific deliverables identified.

7. Stated diversity policy of Consultant/Firm. Lane County demonstrates its commitment to diversity by ensuring that all County-funded services are provided, and funding decisions are made, in a manner that recognizes, addresses and is reflective of the cultural diversity of the communities served.

Selection Process

By submitting and signing the proposal, the Consultant acknowledges they have read and accept and agree to be bound by the terms and conditions of the proposal. Lane County reserves the right to issue addenda to the proposal no later than 48 hours before the deadline for submittals. Statements made by County Representatives are not binding unless confirmed by written addenda.

The procurement of these consultant services will be in accordance with the County's and other applicable federal, state, and local laws, regulations and procedures. After reviewing this proposal, any firm or team that determines it has the necessary expertise and experience and could successfully perform the required services may submit a proposal addressing the items set forth herein. The County Selection Committee will then evaluate the proposals and determine finalists who may be invited to participate in an oral presentation or interview. The selection committee will consist of the Administrative Services Manager, Sr. Management Analyst, County Traffic Engineer and a Management Services Facilities representative or their designated representative. If determined necessary, interviews will be held in accordance with the schedule contained in this proposal. The County reserves the right to select a Consultant directly from the proposals received.

The final selection, if any, will be that proposal which, in the opinion of the County, best meets the requirements set forth in the proposal and is in the best interest of Lane County. Costs incurred in the preparation of the proposal and participation in this proposal process shall be borne by the proposing firms. Any consultant failing to submit information in accordance with the procedures set forth herein may be considered non-responsive and may therefore be subject to disqualification by the County. Lane County reserves the right to seek clarification of each Consultant's proposal. Lane County reserves the right to reject any or all proposals if there is good cause and, further, reserve the right to cancel the solicitation if doing so would be in the best interests of the public in accordance with LM 21.105, referenced herein as if fully set forth.

Contract negotiations will be initiated with the selected Consultant. If a contract cannot be negotiated in a timely manner with the highest ranked Consultant, the County will retain the right to terminate contract negotiation and begin negotiation with the second highest rated and qualified Consultant. The contract will be in substantial conformance with Attachment C - Lane County Professional Services Contract.

Lane County shall have the right to waive informalities and irregularities in a proposal received and to accept the proposal which, in the County's judgment, is in the County's best interests. Proposers may submit a written Protest of Process and Solicitation Document in accordance with LM 21.105(6) and OAR 137-049-0260(3), (4) and (5) no

later than 5 calendar days before the proposal deadline of July 15, 2011. Any protest of award must be filed with the County within (7) seven calendar days of the notice of intent to award is made and in accordance with Lane Manual 21.105 (13)(a),(b) & (c).

Questions regarding the RFP procedure shall be directed to Betty Mishou, Administrative Services @ 541-682-6920.

Questions regarding the specifications and technical matters shall be directed to Tanya Heaton, Administrative Services @ 541-682-6925. Project documents will not be submitted to any plan center at this time.

Selection Process Termination: Lane County reserves the right to terminate the selection process, at any time, without making an award to any consultants on the ranked candidate list. Lane County may also, at its sole discretion, choose a ranked consultant or consultants to perform any or all of the individual project work phases.

All proposals submitted shall remain in full force and effect during the County's evaluation and selection process.

EVALUATION OF PROPOSALS

Lane County Public Works shall review each proposal and establish a ranked consultant list based on the below evaluation criteria. Lane County will then begin negotiations with the highest ranked consultant for a purchase order/agreement. Subsequent to completion of the selection process, Lane County and the most suited consultant may negotiate a not-to-exceed amount. In the event that Lane County and the most suited consultant are unable to agree upon a not-to-exceed amount, Lane County reserves the right to terminate negotiations with that consultant, and to initiate negotiations with the second ranked consultant.

The County selection panel will evaluate proposals based on the following criteria for a total of 120 points:

1. Recent firm experience on similar projects. The County is interested in the experience of the firm's office providing similar professional services (20 points).
2. Key team members' qualifications and recent experience on similar projects (20 points).
3. Proposed project schedule (25 points).
4. Project understanding and approach (25 points).
5. Professional service rate schedule and not-to-exceed amount for completion of the project based upon the scope of work described above (25 points).

6. Diversity policy of Consultant/Firm (5 points).

Lane County will select that consultant which it feels is best-qualified overall to provide the services requested. It is the intent of Lane County to award a contract agreement to the most qualified consultant provided the proposal has been submitted in accordance with the requirements of the solicitation documents, is judged to be reasonable and does not exceed the funds available.

SCHEDULE

Issue RFP.....	Monday, June 13, 2011
Mandatory Pre-Proposal Meeting.....	Thursday, June 23, 2011
RFP Deadline	Friday, July 15, 2011
Review Proposals.....	July 18 – July 22, 2011
Submit Recommendation.....	July 26, 2011
Award Contract.....	August 10, 2011
Start Date for Consultant.....	August 15, 2011
Estimated Completion.....	October 17, 2011

The anticipated schedule shown above expresses the present intent of Lane County. It is not a representation, agreement or promise that, in fact, any projected date will be met.

Mandatory Pre-Proposal Meeting

A mandatory pre-proposal meeting will be held at 1:30 p.m. P.S.T., on Thursday, June 23, 2011, at the Lane County Public Works Administration Building, 3040 Delta Highway North, Eugene, OR 97408. The meeting will include a walk-through of the Public Works buildings. Proposals will not be accepted from firms that do not attend the pre-proposal meeting.

COSTS

All costs that each proposer incurs in preparing and submitting its proposal are the sole responsibility of the proposer and will in no event be paid or reimbursed by the County.

General Information

Changes in the RFP

Any communication from the County to a Proposer will be transmitted simultaneously to all Proposers along with written questions submitted. Any and all addenda will be numbered in sequence, dated as of the date of issue, and sent via fax or e-mail to all Proposers.

Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after execution of an agreement, shall affect or modify any of

the terms or obligations contained in the agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the County or the proposer.

Receipt of Addenda

The proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal.

Clarifications

Proposers are notified to examine thoroughly the instructions, specifications and the service requirements as set forth in this RFP. If there is any doubt or uncertainty as to the meaning of the same, proposers may ask for any explanation or clarification before submitting their proposal. All requests for explanation or clarification must be presented to the County in written form.

All inquiries related to this RFP shall be submitted in writing to:

**Betty Mishou
Lane County Public Works
Administrative Services
3040 Delta Highway North
Phone: 541-682-6920
betty.mishou@co.lane.or.us**

Reservation of Rights

The County reserves and holds at its discretion the following rights and options:

- a. Issue addenda to the Request for Proposal, including extending or otherwise revising the timeline for submittals;
- b. Withdraw the Request for Proposal;
- c. Request clarification and/or additional information from the proposer at any point in the procurement process;
- d. Execute an agreement or agreements with one or more proposers, on the sole basis of the original proposal or any additions to proposal submissions;
- e. Reject any or all proposals, waive irregularities in any proposal, accept or reject all or any part of any proposal, waive any requirements of the Request for Proposals, as may be deemed to be in the best interest of the City; and
- f. Reissue the RFP or modify the RFP.

DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property

of Lane County. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become part of the official file on this matter without obligation on the part of Lane County.

Oregon Public Records Act: The Oregon Public Records Act recognizes certain confidential trade secret information may be protected from disclosure. However, Lane County may not be able to determine if information submitted is a trade secret. Lane County shall provide reasonable notice to the consultant of any requests for information made under the Oregon Public Records Act for consultant information marked “confidential” so that the consultant may seek protection from disclosure by a court of competent jurisdiction in accordance with ORS 279C.107.

Consultant’s Responsibilities

The successful Consultant shall be required to enter into a written contract with Lane County Public Works and shall be responsible for completing the specified services in accordance with the County’s standard “Professional Services Agreement” (Attachment C), which shall be prepared by the County.

This Request for Proposal and any subsequent correspondence, or any part thereof, may be incorporated into and made a part of the final contract; however, the County reserves the right to further negotiate the terms and conditions of the agreement with the successful consultant. At a minimum, the agreement shall include a maximum “not-to-exceed” cost to Lane County Public Works. The primary components and provisions of the agreement shall include insurance coverages in the amounts as specified in Attachment A.

Other Requirements

All proposers must be "Equal Opportunity Employers" and comply with the appropriate provisions of state and federal law. In regards to Worker's Compensation, all proposers shall be required to comply with ORS 656.017 or be exempt under ORS 656.126.

Attachments

- A – Insurance Coverages Required**
- B – LM 21.130**
- C – Sample contract**
- D – Square footage of Delta Campus**
- E – Photos of electrical & mechanical areas**
- F – Map of Delta Campus**

INSURANCE COVERAGES REQUIRED

Attachment A

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

X **COMPREHENSIVE COMMERCIAL GENERAL LIABILITY** insurance including personal injury, bodily injury and property damage with limits as specified below. The insurance shall include:

<i>COVERAGES</i>	<i>LIMITS</i>
<u> </u> Explosion & Collapse	<u> X </u> \$2 million per occurrence
<u> </u> Underground Hazard	<u> </u> Oregon Tort Claim limits currently at \$533,300 combined single limit per accident or occurrence; \$1,066,700 all claimants per accident or occurrence (aggregate)
<u> X </u> Products/Completed Operations	<u> </u> Other
<u> X </u> Contractual Liability	
<u> X </u> Broad Form Property Damage	
<u> X </u> Owners' & Contractors' Protective	

FORM All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must have tail coverage and the prior approval of Risk Manager. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

X **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired and non-owned automobiles and include Lane County and its divisions, its commissioners, officers, agent, and employees as additional insureds.

LIMITS

X \$2 million combined single limit per accident for bodily injury and property damage
 Not less than the Oregon Tort Claims limits

X **PROFESSIONAL LIABILITY** insurance – with limits not less than \$ 1 million per occurrence with 24 months tail coverage.

 POLLUTION LIABILITY INSURANCE – with limits not less than \$1 million per occurrence.

X **ADDITIONAL INSURED CLAUSE** The general liability insurance coverage’s required for performance of this contract shall be endorsed to name Lane County and its divisions, its commissioners, officers, agents and employees as additional insureds on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The additional insureds must be named as an additional insured by endorsement, and the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

X **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

EMPLOYER'S LIABILITY X Limits of \$500,000.

 FIDELITY BOND covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$ per employee.

Any questions concerning insurance and indemnity should be directed to Lane County Risk Management at 541-682-439

STANDARD PROVISIONS**Attachment B****21.130 Standard Contract Provisions.**

The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County, and as reflected in the main contract.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) For public improvement and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.

(6) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(7) With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (7) does not apply to contracts for purchase of goods or personal property.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(8) The hourly rate of wage to be paid by any contractor or subcontractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by the public works contract shall be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and ORS 279C.840. For projects also covered by the federal Davis-Bacon Act (40 USC §3141 et seq.), contractors and subcontractors shall pay workers or others performing work contemplated by the contract the higher of the state or federal prevailing rate of wage, as determined by the Commissioner of the Bureau of Labor and Industries in accordance with ORS 279C.830.

(9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.

(10) Unless otherwise provided by the contract or law, the County has a right to exercise the following remedies for a contractor's failure to perform the scope of work or failure to meet established performance standards:

(a) Reduce or withhold payment;

(b) Require Contractor to perform, at the Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or

(c) Declare a default, terminating the public contract and seeking damages and other relief available under the terms of the public contract or other applicable law.

(11) As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Standard Specifications for Construction, Section 00170.01 currently in effect and published through Oregon Department of Transportation. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, the contractor shall immediately give notice to the County. The County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(12) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances

or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract.

(13) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(14) Unless otherwise provided by the contract or law, Contractor agrees that County, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum period of (6) six years after County makes final payment on this Agreement. Copies of applicable records shall be made available upon request, and payment of copy costs is reimbursable by the County.

(15) By execution of this contract, contractor certifies, under penalty of perjury that:

(a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and

(b) Contractor has not discriminated against minority, women or small business enterprises or one that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

(16) The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Agreement, except if the County has good cause and the contract provides otherwise.

(17) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(18) Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(19) The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(20) All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.

(21) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(22) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate there from shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

(23) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.

(24) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

(25) As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(26) As to public improvement contracts for demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

(27) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract. *(Revised by Order No. 98-12-2-4, Effective 12.2.98; 04-6-30-12, 6.30.04; 05-2-16-8, 2.28.05; 05-12-14-9, 1.1.06; 08-2-13-1; 2.13.08; 09-12-15-2, 12.15.09; 10-6-9-4, 6.9.10)*

PERSONAL SERVICES CONTRACT

Attachment C

PW # _____

This Contract is entered into by and between Lane County, Oregon, a political subdivision of the State of Oregon, hereinafter called County, and _____ hereinafter called Contractor.

Whereas, County has a need for the type of personal services possessed by Contractor;

Whereas, Contractor desires to provide those personal services;

Now, therefore, the parties agree:

1. Contractor shall perform the professional _____ services for County as stated in the "(title of solicitation document)", attached and incorporated by this reference as Exhibit ____, and as further described in Contractor's "(title of the proposal" dated _____, attached and incorporated by this reference as Exhibit ____.

2. Contractor shall comply with all terms and conditions of this agreement, including all terms and conditions of the attached exhibits.

3. In consideration for Contractor's performance, County agrees to pay an amount not to exceed _____. County may elect to make progress payments to Contractor based on delivery of milestones as outlined in the Request for Proposal.

4. Any payments by County to Contractor will customarily be made within thirty (30) days of receipt of an invoice from Contractor.

5. The contract period shall be from execution to one year from the execution date. County may elect to extend the agreement upon mutual consent of both parties.

6. The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent Contractor who is not an officer, employee or agent of the County as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract. Any subcontractor hired by the Contractor shall be similarly responsible.

7. Contractor will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.

8. Contractor is not currently employed by County, and will not be under the direct control of County.

9. The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers or be exempt under ORS 656.126.

10. County will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

11. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as if fully set forth herein.

12. The Contractor agrees to indemnify, defend, and hold Lane County, its Commissioners, agents, officers, and employees harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the activities of, or failure to perform by Contractor or its officers, employees, subcontractors, or agents under this Contract.

13. Contractor shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverages required by this contract, the Contractor shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8th Ave., Eugene, Oregon, 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this Contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If Contractor is self-insured under the laws of the State of Oregon, Contractor shall provide appropriate declarations of coverage.

14. Contractor shall not cancel, materially change, or not renew insurance coverages. Contractor shall notify Lane County Risk Manager, 125 E. 8th Ave., Eugene, Oregon, 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to Contractor and should Contractor fail to immediately procure other insurance as specified, County reserves the right to procure such insurance and to deduct the cost thereof from any sum due Contractor under this Contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the Contract for the full guaranteed period, and should the Contractor fail to immediately procure such insurance as specified, County reserves the right to procure such insurance and to charge the cost thereof to Contractor.

15. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.

16. By execution of this Contract, Contractor certifies under penalty of perjury that:

- a. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4); and
- b. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

17. Contractor shall have all licenses and permits necessary to perform the Contract.

18. The County shall not be obligated to pay any amount greater than that stated above.

19. Modifications or amendments to this Contract shall be effective only if in writing and executed by both parties.

20. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they agree to present their disagreements to a mutually selected mediator. The mediation will occur in Lane County, Oregon. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

21. The parties may jointly agree to terminate this Contract and upon the terms of such termination. The County may terminate this Contract at any time for any reason or for no reason with no liability on its part, except to pay for services previously provided by giving Contractor 30 days written notice.

22. Waiver. Failure of the County to enforce any provision of the Contract shall not constitute a waiver or relinquishment by the County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

23. Severability. If any provision of this Contract is declared by a court to 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 provision held to be invalid.

LANE COUNTY, OREGON

DATE: _____

BY: _____
Liane Richardson
County Administrator

DATE: _____

CONTRACTOR

BY: _____

Title: _____

Address: _____

Business ID No.: _____

APPROVED AS TO FORM

Date _____ Lane County

LANE COUNTY OFFICE OF LEGAL COUNSEL

SAMPLE

Lane County Public Works (Delta Complex) Square Footage

Location	Square Footage	Other	Square Footage
Admin. 1st Floor	11,315		
Admin. 2nd Floor	9,609		
Total sq'	20,924		
Operations	17,166		
Operations mezzanine	2,390		
Total sq'	19,556		
Materials Lab	3,760		
Lab mezzanine	1,984		
Total sq'	5,744		
Fleet heavy	12,858		
Fleet light	12,600		
Fleet administration	9,082		
Total sq'	34,540		
		Out Building enclosed space (heating only)	
Building A	7,659	BLM Enclosed space	792
Building B	6,015	Enclosed Space	1,584
Building C	8,679	Two Enclosed Spaces	4,720
Building D	8,679	Three Enclosed Spaces	3,560
Building E	8,679	Open space	
Building F	8,679	Two Enclosed Spaces	4,070
Building G	7,679	Open space	
Building H	5,940	Enclosed Space	
Total sq'	62,009	Total sq'	14,726
Sand Storage	8,700	<u>Building Square Footages</u>	
Asphalt storage	4,920	Fleet Services	35,306
Paint storage	2,880	Paint Storage	3,199
Water plant	364	Operations	18,960
Total sq'	16,864	Materials Lab	4,544
Warehouse 1nd fl.	19,149	Warehouse	14,055
Warehouse 2nd fl.	5,400	Administration	11,913
Total sq'	24,549	Enclosed space	14,726
		Occupied Square Footage	102,703

Attachment E



Warehouse HVAC (office unit)



Warehouse electrical panel



Warehouse HVAC main unit



Fleet heavy duty electrical closet



Fleet heavy duty electrical closet



Fleet heavy duty electrical closet



Fleet heavy duty HVAC



Fleet heavy duty HVAC



Fleet HVAC AHN #3



Fleet HVAC AHN #1



Fleet HVAC AHN #2



Fleet HVAC



Fleet electrical room – motor control cabinet



Fleet electrical room – motor control cabinet



Fleet heavy duty electrical panels



Fleet light duty HVAC – heating only



Fleet tire shop electrical panels



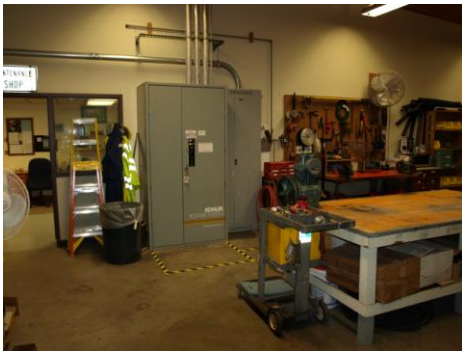
Fleet light duty electrical panels



Operations Sign Shop booster fan



Operations Sign Shop electrical panels



Operations emergency generator transfer switch



Operations main sub panels



Operations main panel



Operations electrical panels



Operations electrical distribution



Operations mechanical room



Operations motor control cabinet



Operations mechanical room (E.D.G)



Operations mechanical room chillers #1 & #2



Operations booster fan (mechanical room)



Operations lighting control (mechanical room)



Operations training rooms electrical panel



Operations training rooms HVAC (AHN 1-4)



Operations motor control cabinet electrical panels



Operations Materials Lab – south side



Operations HVAC mechanical room



Operations HVAC mechanical room main unit



Operations Lab electrical panel



Building H HVAC indoor unit



Building H (1) H.P. 2 ton



Administration – west side



Administration mechanical room (M.C.C)



Administration mechanical room (M.C.C.)



Administration 2nd floor electrical closet



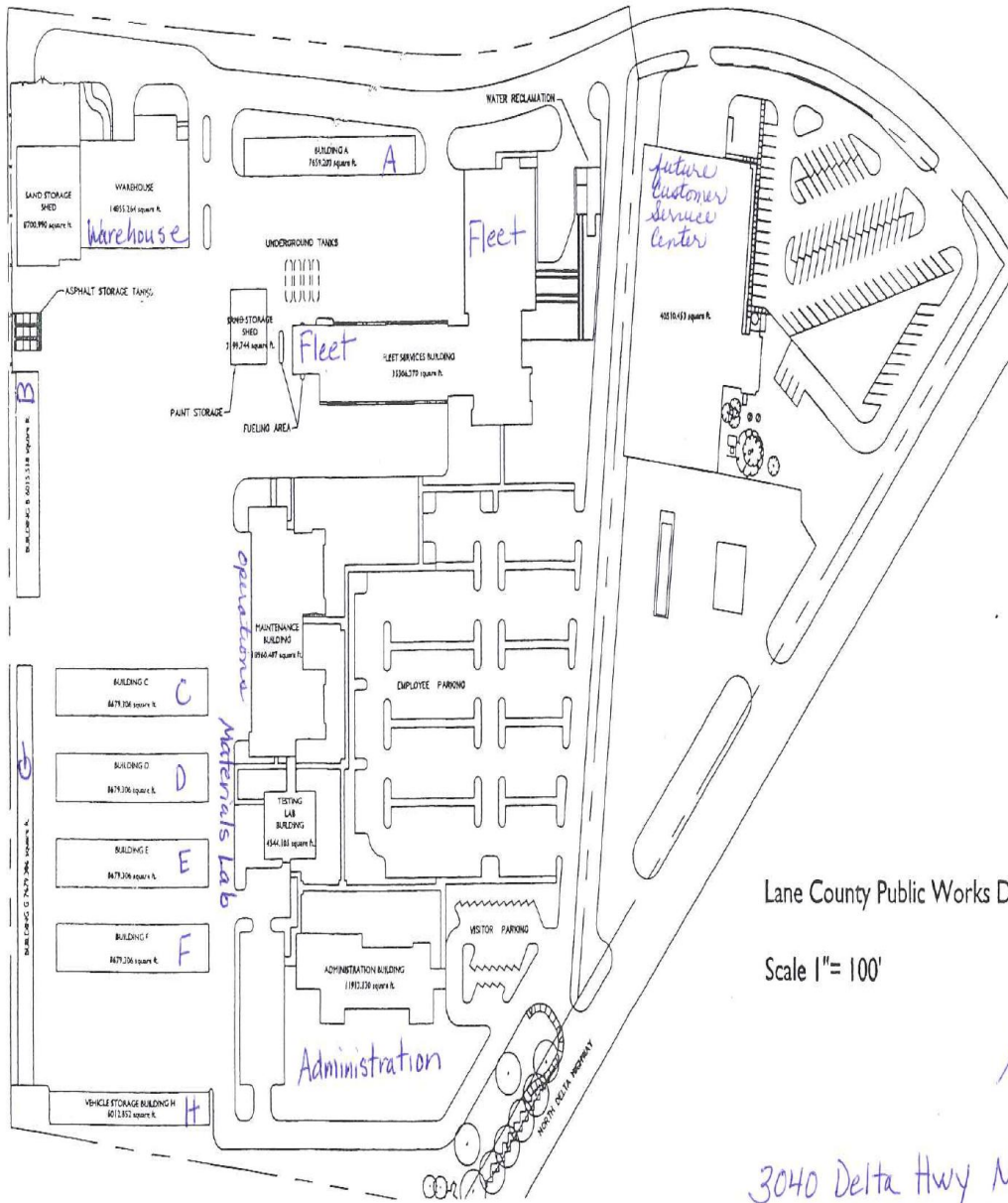
Administration 1st floor electrical closet



Administration 1st floor electrical closet



Administration 1st floor electrical closet



Lane County Public Works Department

Scale 1" = 100'

3040 Delta Hwy North
Eugene, OR 97408