

December 15, 2022

Board of County Commissioners
Clackamas County

Approval of an agreement with Pinnacle Architecture Inc. for design service for Health Centers Behavioral Health Clinics. Total value is \$408,650. Funding through Board approved County American Rescue Plan Act (ARPA) Funds. County General Funds are not involved.

Purpose/Outcome	To provide design services for the relocated Behavioral Health Clinics
Dollar Amount and Fiscal Impact	\$408,650.00
Funding Source	County ARPA
Duration	Until March 30 2024
Previous Board Action/Review	None specifically regarding this design contract; however, there have been several discussions about relocating the clinics.
Strategic Plan Alignment	1. How does this item align with your department's Strategic Business Plan goals? Improved community safety and health 2. How does this item align with the County's Performance Clackamas goals? Ensure safe, healthy and secure communities
Counsel Review	Date of Counsel review: 11/30/22 Reviewed by: Andrew Naylor
Procurement Review	(Please check yes or no for procurement review. If the answer is "no," please provide an explanation.) 1. Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/> 2. If no, provide brief explanation: Acceptable explanations are: item is an IGA, item is a lease, item is a non-binding MOU, item is a grant. Unacceptable responses are leaving the section blank, providing N/A or similar statement with no explanation.
Contact Person	Cindy Becker
Contract No.	7343

BACKGROUND: The Stewart and Hilltop clinics, which provide mental health and substance abuse services to children, families, and adults, are being demolished as part of the Courthouse construction project. After reviewing numerous alternative sites in different communities, staff have identified a location that meets both the current and future expansion needs. While property negotiations are underway, staff have proceeded with acquiring the services of an architect in order to accelerate the tenant improvement process to relocate staff and clients. Pinnacle Architecture was selected through a competitive RFP process.

RECOMMENDATION: Staff recommends BCC approval of this contract and authorization for Chair Smith to sign.

Respectfully submitted,



Rodney A. Cook
Director
Health, Housing & Human Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #7343**

This Personal Services Contract (this “Contract”) is entered into between **Pinnacle Architecture, Inc.**, (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Health, Housing and Human Services.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **March 30, 2024**.

- 2. Scope of Work.** Contingent upon County issuing written authorization to proceed, as described in Article I, Section 3, below, Contractor shall provide the following Design services for Health Centers Red Soils Behavioral Health Clinic Relocation Project (“Work”), described in Exhibit A, RFP#2022-91 Health Centers Red Soils Behavioral Health Clinics Relocation, and as further negotiated in Exhibit B, Contractor’s proposal.

- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Four Hundred Eight Thousand Six Hundred Fifty dollars (\$408,650.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit C. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit C.

Performance under this Contract is contingent upon County acquiring a real property interest in real property generally described as 6433 SE Lake Road, Milwaukie, Oregon (“Property”), and further described in Exhibit B. Contractor may not perform Work, and County will not pay for Work performed, unless County issues written authorization to Contractor to begin performing Work under this Contract. In the event County does not acquire an interest in the Property, as determined by County in its sole discretion, County may immediately terminate this Contract and the parties shall have no further obligations hereunder.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: SJacobson@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C.

7. **Contractor and County Contacts.**

Contractor Administrator: Briana Manfrass Phone: 541-388-9897 Email: briana@parch.biz	County Administrator: Sarah Jacobson Phone: 503-742-5303 Email: SJacobson@clackamas.us
---	--

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion. If sufficient funding is not appropriated after the end of the fiscal period in which this Contract is written, Contractor may, upon thirty (30) days’ written notice to County, terminate this Contract. Contractor’s sole remedy for termination under this Article II, Section 2, shall be set forth in Article II, Section 20, below.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for

the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor’s negligent acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel’s Office. County may assume its own defense and settlement at its election and expense.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the 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 or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and County shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the County.

- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 28 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** 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.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services performed and accepted by the County, less any setoff to which the County is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT,

EXHIBIT A
RFP#2022-91
Health Centers Red Soils Behavioral Health Clinics Relocation
Issued September 15, 2022



**REQUEST FOR PROPOSALS #2022-91
QUALIFICATION BASED SELECTION FOR
DESIGN RELATED SERVICES**

FOR

Health Centers Red Soils Behavioral Health Clinics Relocation

BOARD OF COUNTY COMMISSIONERS

**TOOTIE SMITH, Chair
SONYA FISCHER, Commissioner
PAUL SAVAS, Commissioner
MARK SHULL, Commissioner
MARTHA SCHRADER, Commissioner**

**Gary Schmidt
County Administrator**

**Tralee Whitley
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: October 18, 2022

TIME: 2:00 PM, Pacific Time

PLACE: Procurement@clackamas.us

SCHEDULE

Request for Proposals Issued.....	September 15, 2022
Protest of Specifications Deadline.....	September 22, 2022, 5:00 PM, Pacific Time
Non-mandatory Preproposal Meeting.....	September 28, 2022, 10:00 AM, Pacific Time
Deadline to Submit Clarifying Questions.....	October 11, 2022, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	October 18, 2022, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

TABLE OF CONTENTS

Section 1 – Notice of Request for Proposals
Section 2 – Instructions to Proposers
Section 3 – Scope of Work
Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, October 18, 2022** (“Closing”), to provide Name of RFP. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in November 2022.

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsv/view/login/login.xhtml>, Document No. S-C01010-00004398.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys. Sealed Proposals are to be emailed to Clackamas County Procurement Services at procurement@clackamas.us.

Non-Mandatory Preproposal Meeting

Attendance at a Non-Mandatory Preproposal meeting will be held with County staff at the Milwaukie site at 6433 SE Lake Road, Milwaukie. The preproposal meeting will be held on September 28th, 2022 from 10:00AM to 11:00AM. The meeting will consist of a building walk-through followed by a short review of the RFP requirements. Attendance will be documented through a sign-in sheet.

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at TWhitley@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

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 192.345). Therefore, non-disclosure 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.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

SECTION 3 SCOPE OF WORK

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.1 BACKGROUND

Health Centers is a division in the Health, Housing, Human Services department of Clackamas County that provides a wide variety of mental health and addictions treatment services to children, youth, families and adults. We provide coordination, assessment, outreach and recovery services for Clackamas County residents experiencing mental health and addiction distress.

Our Hilltop and Stewart Behavioral Health Clinics are located in Oregon City at the Red Soils Campus. Services provided at these clinics include outpatient psychotherapy, group therapy, case management, medication management, peer support services, supported employment and other specialty programs.

In July of 2022, the Clackamas County Board of County Commissioners approved the construction of the new Clackamas County courthouse. The new site for the courthouse will include the area at the Red Soils Campus where the Hilltop and Stewart Behavioral Health Clinics currently reside. The County is negotiating a lease agreement for the use of approximately 48,000 SF of office space at 6433 SE Lake Road in Milwaukie Oregon. This project is contingent on successful execution of the agreement.

The following types of services will be offered:

- Child & family services
- Serious & Persistent Mental Illness services (SPMI)
- Adult outpatient services
- Treatment court services (drug court, mental health court, DUII court)
- Medication management services

This space will need to include the following:

- Reception and waiting area
- Administrative offices
- Clinic Pharmacy
- Group Therapy Rooms
- Private offices/Exam Rooms
- Conference Rooms
- Staff break room
- Staff/Patient Restrooms
- Storage space
- Utility Rooms
- IT/Server Room
- New elevator
- Kitchen
- New Entry Vestibule

- Covered Drop Off Zone
- New entry stair and accessible ramp
- Trash Enclosure
- Outside smoking shelter

The design of this space should implement best practices for healthcare clinic design. This space should be inviting and comfortable for individuals and families. All areas need to be accessible and comply with ADA requirements. The space needs to be efficient and functional. The design will also need to address acoustic(soundproofing) and visual privacy that will meet HIPAA regulations. The County strongly encourages the use of sustainable materials and products the budget and schedule will allow for.

While the majority of the space will be needed for County staff and services, there will be some unused space. Remaining unused space shall be shelved for future use or potential County partners to improve.

We are currently estimating a total project cost of \$4-5 million for the entire project. This includes design, construction, furniture & equipment, permitting and moving costs.

3.2. SCOPE OF WORK

3.2.1. Scope:

The purpose of this solicitation is contract with a multi-disciplinary team to provide complete preliminary and final construction documents that will include construction plans, specifications, permitting services, cost estimates and bid schedules for the project.

It is expected an architectural firm would be the lead consultant. The team would include expertise in healthcare, structural, mechanical, electrical and plumbing.

Task 1: Project Management & Coordination

- a. Designate and Coordinate the consultant team
- b. Schedule, prepare, attend and document project team meetings. A project kickoff meeting will be held as needed and will include the Project Manager, County Staff and other project stakeholders.
- c. Prepare a detailed schedule showing all major tasks, meetings and review milestones.
- d. Prepare progress billings and submit to the County for approval and payment.

Consultant Deliverables: Project design schedule within (7) business days of Notice to Proceed. Submit in PDF format to the County Project Manager (CPM); monthly progress billings; project team meeting minutes.

Task 2: Project Programming

- a. Lead meetings with Health Centers staff and other County staff to identify all necessary project program components. Keep the Owner informed on issues, decisions and impacts.
- b. Develop the design and space criteria for the clinic based off of information provided by the staff.

Consultant Deliverables: Program documents, floor plans and site plans

Task 3: Schematic Design (SD) & Design Development (DD)

- a. Develop Design drawings based off of programming documents and Owner design criteria. Provide documents at end of Schematic Design and Design Development phases for the County to review and approve.
- b. Lead design meetings with Owner and consultants to keep the team informed on issues, decisions and impacts.

Consultant Deliverables: Schematic Design (30%) documents and detailed cost estimate; Design Development Documents (60%) and detailed cost estimate

Task 4: Construction Documents (CD) and Bid Assistance:

- a. Provide completed Construction Documents including drawings and specifications and any technical reports.
- b. Provide bidding assistance, including responding to questions from potential construction contractors and suppliers to the County about the Plans and Specifications during the bidding process, and completion of any addendums necessary to clarify documents.

Consultant Deliverables: Construction drawings, specifications and technical reports

Task 5: Cost Estimating

- a. Provide detailed cost estimates based off of Schematic Design and Design Development documents. Estimator must have experience with tenant improvement and healthcare construction.

Task 6: Permit Coordination

- a. Research and document zoning and jurisdictional requirements.
- b. Participate in meetings with all authorities as necessary to provide a comprehensive perspective of jurisdictional requirements.
- c. Submit permit documents necessary for approval by the appropriate authorities having jurisdiction over the project.
- d. Respond to plan review comments.

Consultant Deliverables: Permit documents, plans and specifications

Task 7: Construction Engagement & Project Closeout

- a. Review design submittals for conformance with construction documents.
- b. Review and respond to Requests For Information (RFI) from the General Contractor (GC).
- c. Make job site visits to observe GC's conformance with the construction documents.
- d. Attend project meetings led by the GC.
- e. Develop and participate in Project Closeout process with GC and Owner.

REFERENCE MATERIAL

The following reference material is included as an attachment to this RFP:
Exterior View & Floor Plan (1 page)

3.2.2. Projected Work Schedule:

<u>Item</u>	<u>Date</u>
Notice to Proceed for Architect (Estimated)	November 2022
Submit Schematic Drawings	January 2023
Submit Design Development Drawings	February 2023
Construction Documents	April 2023
Permit Coordination	June2023
Construction Start	June 2023
Construction Finish	October 2023

3.2.3. Term of Contract:

The term of the contract shall be from the effective date through **March 2024**.

3.2.4. Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample **Personal Services Contract**, for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Article II, Paragraph 31 – Cooperative Contracting
- Article II, Paragraph 32 – Federal Contracting Requirements
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-20
Project Understanding & Approach	0-30
Project Schedule & Tasks	0-20
Communication & Availability	0-30
Available points	0-100

4.3 Once a selection has been made, the Proposer will be required to submit its proposed fees for completion of the project. The proposed fees must be on a time and material basis with a not to exceed for each phase of the Work. The proposed fees must be reasonable and fair to the County, as determined solely by the County.

During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, negotiations shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **25 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

Provide the following information in the order in which it appears below:

5.2 Cover Letter: (1-2 pages does not count towards page totals)

The cover letter should identify the proposing entity, the contact for the procurement and contract negotiation process, and be signed by an authorized representative or official.

5.3 Proposer's General Background and Qualifications (20 points):

This criterion relates to the Proposer's firm and key individuals' qualifications, capabilities and experience.

Provide detailed credentials and/or experience of key individuals that would be assigned to this project. Provide description of previous experience of the key individuals. The project team should have experience within the last five years in the following areas:

- New and renovated healthcare programming, design and construction.
- Project management
- Cost estimating
- Responsiveness to client issues such as operations, maintenance and project costs.

Provide experience of firms' past performance, quality of design and demonstration of innovative solutions in past work, ability to meet schedules, cost control and project management. Please provide a description of the following:

- Similar services to within the past five years.
- Challenges and successes on past projects.
- Project owner representative contact information (phone and email) for each project.

5.4 Project Understanding & Approach (30 points)

This criterion relates to the Proposer's understanding of the Project, the methodology and course of action to meet the goals and objectives of the Project. The issue is whether Proposer has a clear understanding of the Project based on existing information. Creativity, innovation and unique approaches are encouraged for all aspects of the Project. Provide a description of the following:

- Proposer's approach to project management.
- Proposer's understanding of the Project as demonstrated in the RFP.
- Proposer's awareness of key issues and design elements.
- Proposer's awareness of Project requirements to produce the necessary project deliverables on schedule and within budget.

5.5 Project Schedule & Tasks (20 points)

This criterion relates to realistic representation of a time frame for project tasks. Provide the following:

- The schedule should include sufficient detail to be a realistic representation for the project tasks and duration, including work by subcontractors and time for review.
- At least one page (11" x 17" allowed) of this section shall be dedicated to providing a detailed matrix illustrating tasks, subtasks and percent of overall project resources on one axis, and a timeline on the other axis.

5.6 Communication and Availability (30 points)

This criterion relates to accessibility and availability for project work, meetings and other interaction with the County. Time is of the essence for this project. Health Center staff will be temporarily relocated while awaiting this new space. We are looking for a partner who will be ready to start with their full team as soon as they are awarded. The following elements should be considered:

- Ongoing projects for key staff and percent contracting availability for assignment to this project.
- Resources available to perform the work for the duration of the project.
- Ability to include Clackamas County's concerns into project development.
- Accessibility for interaction with the County for meetings and other project tasks.
- Ability to establish and maintain functional, productive working relationships.

5.7 Supportive Information:

Supportive material may include graphs, charts, photographs, resumes, references, etc., and is completely discretionary. Please note that the material included as supportive information will not be considered when scoring any sections of the Proposal other than "Supportive Information".

5.8 Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2022-91

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: _____ Date: _____

Signature: _____ Title: _____

Email: _____ Telephone: _____

Oregon Business Registry Number: _____ OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

Exterior Views & Floor Plan

*Floor plan shown only for the purpose to provide a picture of how current space is configured



BREAKDOWN BY TENANT:

- A: 13,700 SF
(431+1,475+11,794)
- B: 14,072 SF
(4,615+9,457)
- C: 20,375 SF
(10,185+10,190)

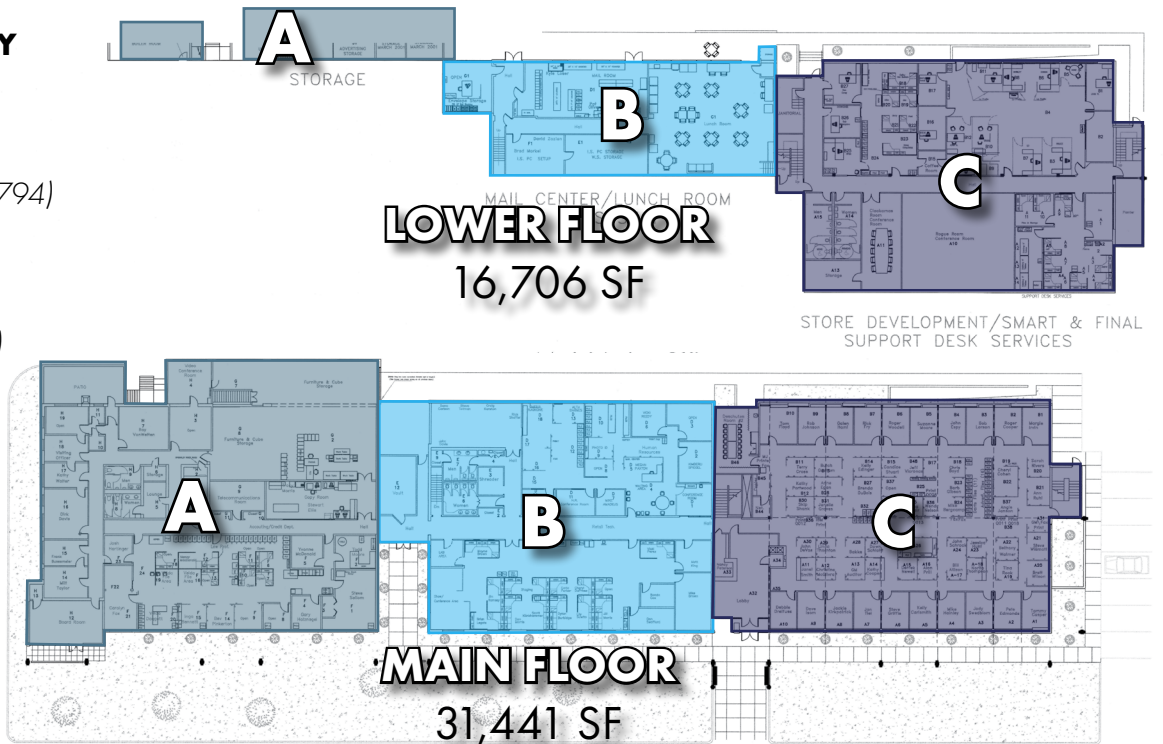


EXHIBIT B
Contractor's Proposal



Seth J. Pszczolkowski

November 16, 2022

Kalina Kunert
Pinnacle Architecture
960 SW Disk Dr. Suite 101
Bend, OR 97702

Subject: **Clackamas County Red Soils Behavioral Health Clinic Relocation**
Construction Cost Estimating Services Fee Proposal

Dear Kalina:

Thank you for the opportunity to be part of your team for the above project.

ACC will provide detailed quantity take-offs and cost estimating for architectural, landscape, civil (civil to provide earthwork quantities), electrical, mechanical and structural portions of the work. ACC will incorporate detailed estimates for any special equipment items (kitchen/food service equipment, training equipment, theatrical /stage equipment, aquatic pools/equipment, etc.) into the overall estimate format as they become available from the design engineers and consultants. Estimates will be limited to no more than **(2) alternates**, additional alternates will result in additional services.

We will provide **one** estimate, based on **one** design scheme, for each phase of the work as outlined above. Base fee will cover one round of reconciliation and minor estimate update (this is limited to quantity adjustments, scope clarifications, product assumption clarification and does not include re-estimating for design changes or modification from the initial "base line" document) for each phase. **Additional estimates at each phase for additional updates, alternate solutions, major scope changes due to budget overruns, changes due to design and system changes, program changes or separating the estimate into smaller component parts will be billed as additional services.**

Estimates at each phase will require **10** business days to complete unless previously discussed.

The architect will provide ACC with a minimum of **one complete full size set of hardcopy drawings** and PDFs of drawings and specifications.

All "reimbursable" expenses, associated with work within the Portland Metro area, including travel, parking, telephone and postage are included in the above fees. Any travel outside the Portland Metro area will be billed at cost plus 10%, subject to prior approval.

Additional services beyond the scope of the work defined above, including value engineering, cost reduction workshops and regular project consultant meetings, will be billed at an hourly rate as noted in the above matrix. **Does not** include CMGC reconciliation unless noted otherwise.

Schedule: If a schedule is not provided to ACC at the project start, then a **minimum of a three week notification** that documents will be ready for ACC to begin development of the estimate is required.

Sincerely,



Seth Pszczolkowski

sethp@archcost.com

Accepted:

Printed Name: _____

Date: _____

11/18/2022

Kalina Kunert
Pinnacle Architecture
960 SW Disk Drive
Bend, OR 97702

Re: Health Centers Red Soils Behavioral Health Clinic Relocation
Professional Services Proposal

Dear Kalina:

Thank you for the opportunity to provide you with our proposal for the referenced project. We have made an effort to capture the scope of engineering services for this project.

Project Description

Project Owner
Clackamas County

Project Location
6433 SE Lake Road
Milwaukie, OR

Building/Project Description

The scope of work is a tenant improvement to an approximately 48,000 square foot, two story existing building.

The following types of services will be offered:

- Child and family services
- Serious and persistent mental illness services
- Adult outpatient services
- Treatment court services
- Medication management services

No inpatient services will be offered. Not all of the available square footage may be used for this project.

CONSTRUCTION COSTS

Based on our conversation/information we received, we have assumed the following preliminary estimate:

A. Total Construction Cost: \$5 Million

INFORMATION SOURCE

Proposal is based on the following correspondences:

A. RFP and associated addendum from the Owner.

ASSUMPTIONS

Based on information received, we understand that this project:

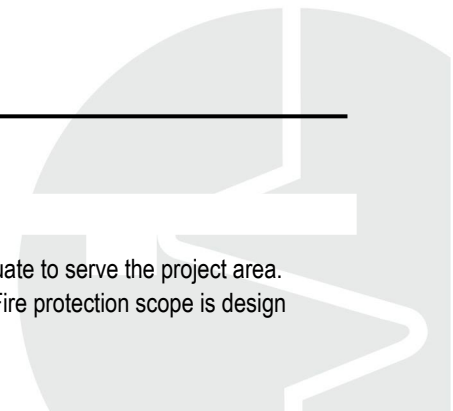
- A. Will have a single bid/construction packet.
- B. Will have a single document/construction phase.
- C. Existing Mechanical, Plumbing and Fire Protection systems are adequate to serve the project area.
- D. Sazän Group's scope is limited to Mechanical and Plumbing design. Fire protection scope is design build.

111 SW Fifth Avenue
Suite # 3210
Portland, OR 97204
503.416.2400

600 Stewart Street
Suite # 1400
Seattle, WA 98101
206.267.1700

311 E. Veteran's Way
Suite #102
Tempe, AZ 85281
480.530.9101

sazan.com



PROJECT SCHEDULE

- A. Design and Specifications: From November 2022 to June 2023.
- B. Construction: From June 2023 to October 2023.

DESIGN SUBMITTALS

- Schematic (Narrative Only)
- Design Development (Preliminary Drawings)
- 50 Percent Construction Documents (Preliminary Drawings and Specifications)
- 90 Percent Construction Documents (Preliminary Drawings and Specifications)
- Permit (Drawings and Specifications)
- Final (Drawings and Specifications)

MEETINGS

Meetings with design team, owner representative, and construction team during consultation for coordination.

- A. Up to 4 mechanical meetings.
- B. Up to 4 plumbing meetings.
- C. Up to 1 fire / life safety meetings.

BASE SERVICES SUMMARY

- A. **Mechanical Engineering Services**
 - 1. Heating, ventilation, and air conditioning
 - 2. Plumbing
- B. **Fire/Life Safety Systems**
 - 1. Fire Suppression
 - a. Design Build Services
- C. **Optional Services**
 - 1. Assess condition of existing Roof Top Units and design replacements as needed as part of this design.

ENGINEERING SERVICES DESCRIPTION

Our scope of services is limited to the following. Services not included are Additional Services.



A. Mechanical Engineering Services

Heating, Ventilation, and Air Conditioning Systems

- 1. Air conditioning and heating systems design. Ductwork design from existing roof top units. Existing unit replacement is not in scope and expected to be the responsibility of the landlord if required.
- 2. Space heating and ventilation design for areas not requiring air conditioning
- 3. Performance specifications for building climate & systems controls
- 4. Heating and cooling load calculations
- 5. Building exhaust systems design
- 6. State Energy Code calculations for building mechanical systems

Plumbing Systems

- 1. Sanitary drainage, vent, domestic water, storm water, and natural gas piping design to existing

- main inside building.
- 2. Plumbing fixture specifications
- 3. Connections for equipment and appliances provided by others based on information provided by others.

Mechanical Investigation

- 1. Review and provide report of the existing building mechanical, plumbing and fire protection systems to determine adequacy and feasibility of reuse and needs for system improvement.
- 2. Our assumption is that record drawings are NOT available for this existing facility. Scope is to review the existing mechanical, plumbing and fire protection systems, to the extent visible.

Mechanical Demolition

- 1. Demolition drawings will be provided in a schematic format only with demolition notes. Detail of all existing conditions will not be recorded beyond available existing drawings.
- 2. We will observe visible existing conditions and note major demolitions items where existing drawings are not available.



B. Fire/Life Safety Engineering Services

Fire Protection Sprinkler Services

Design Build Service

- 1. Performance specifications only, based on the following.
 - a. Code requirements
 - b. Local AHJ requirements
- 2. Design shall be by the contractor; we will review the design for conformance to project requirements & specifications.
- 3. Includes up to two submittal reviews, Construction Administration.

C. Optional Services

- 1. Assess condition of existing Roof Top Units and design replacements as needed as part of this design.
 - a) Determine the condition of the existing units via field inspection.
 - b) Provide design and specifications as part of this project for unit replacement as determined necessary using ASHRAE rated life and field assessment determinations.

CONSTRUCTION ADMINISTRATION: BIDDING AND NEGOTIATIONS

- A. Answer questions during bidding phase.
- B. Issue addenda as may be required under the original design scope.
- C. Two reviews of the mechanical system submittals are included; additional reviews will be billed at out hourly rates with prior written approval.
- D. Answer RFIs, DCVRs, and construction questions.
- E. Construction observation site visits:
 - 2 site visits during construction for mechanical/plumbing.
 - 1 final construction review site visit/punch list for mechanical systems.
- F. Issue of ASIs, change orders, plan revisions generated by others is not included. Additional fees will be submitted if required.
- G. Review of change order costs initiated by others will be billed hourly, on prior approval.

EXCLUSIONS AND CLARIFICATIONS

- A. Construction cost estimates will be by others.
- B. Prebid and preconstruction meetings are not included.

- C. Construction record drawings are not included.
- D. Life cycle cost analysis for alternate mechanical systems are not included.
- E. Structural calculations for the seismic restraint of mechanical equipment are not included.
- F. Waterproofing details/requirements for building components by others are not included.
- G. Commissioning of systems is not included unless proposed and accepted.
- H. Cost reduction requiring redesign after approved systems have been designed is not included.
- I. Change order issues, ASIs, and revisions requiring redesign and additional design are not included.
- J. Acoustical calculations for systems are not included. We will design our systems per your acoustical consultants' recommendations.
- K. Fee assumes that the existing system is adequate to serve the project area.
- L. Design of building footing drainage and/or sub-slab groundwater drainage is by others.
- M. Commissioning participation unless proposed and accepted.

STANDARD REIMBURSABLE EXPENSES

Standard reimbursable expenses include, but are not limited to: check plots, final plots, copies, phone calls, mileage to jobsite, parking, shipping, messenger services, electronic transmittal of drawings to contractors to develop shop drawings.

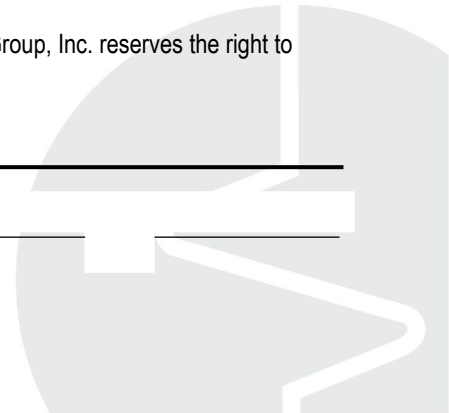
Project reimbursable costs ARE included in the fees

We will bill fees and reimbursable expenses monthly as services are performed. Payment is due within 60 days of receipt of invoice. Finance charges may be added after that time at a rate of 1.5% per month (annual rate of 18%). Finance charges will be applied to delayed payments resulting from lack of project funding.

This proposal is valid for 90 days from the date first written above. Săzän Group, Inc. reserves the right to modify or update this proposal after that date.

OPTIONAL SERVICES (ADDITIVE)

RTU replacement design



ADDITIONAL SERVICES

Services requested beyond those included in this proposal will be considered additional services and will be billed either at hourly rated listed below or will be estimated on a lump sum basis. Săzăn Group, Inc. will not proceed with services we consider to be in addition to the contract without first notifying you and obtaining your authorization.

Additional services will be billed at our standard hourly rates at the time the work is performed.

BUILDING INFORMATION MODELING (BIM)

The MEP drawings and the BIM Model shall be diagrammatic in nature and show general routing and connections and may not show all parts in its exact position.

A. Model Level of Design

The design model is not intended on being used for take-offs, counts or fabrication. In general, the Revit model will be modeled to Level of Design (LOD) of 200 with some items or systems modeled to LOD 300 depending on the project phase or system being modeled. Below is a general guide for each system LOD as defined in the **2021 Level of Development Specification** published **December 2021** by **BIM Forum**:

- Plumbing Piping: LOD 200
- Plumbing Fixtures: To be modeled by others. Connections provided.
- Mechanical Piping: LOD 200 (*Condensate and refrigerant piping will be line work only*)
- Mechanical Ducting: LOD 200
- Mechanical Equipment: LOD 200 – 300

Săzăn will not model above LOD 300 as model above this LOD (as listed herein) are best completed by the contractors who will be choosing the specific manufacturer and models of equipment, routing preferences, as well as means and methods of fabrication, installation, and construction.

B. Clash Detection

As noted above the routing is diagrammatic in nature so using clash detection on the design model other than checking for general clearances at locations like shafts or other choke points will not be performed past a basic visual check at these areas. If clash detection is desired this shall be performed by the General Contractor/Subcontractors using their construction/fabrication level models and desired routing.

C. BIM360/ACC Cloud Modeling

If BIM 360 is used for the project, Săzăn assumes the following:

- All Săzăn BIM Managers will be added to the BIM360 project with administrator rights so Săzăn group can properly manage permissions and users on the Săzăn team as they are added or removed from the project.
- Only Săzăn Group employees will open the Săzăn model and make modifications or corrections.
- A Revit model waiver is signed by all 3rd parties given access to the BIM 360 project if Săzăn does not already have a contract with the party.
- Săzăn Group shall be given at least two weeks' notice prior to being removed from the project or the project being archived so that Săzăn can retrieve all of the electronic files stored on the project.
- Revit version is to be decided at the beginning of the project. The version used should take into account Autodesk licensing limitations and the timeline of the project. Due to problems with upgrading and graphical changes to the drawings when upgrading, upgrading Revit versions near 100% Construction Documents or during Construction Administrations phases of the project should be avoided.

- When working in BIM360 or ACC cloud the MEP team will be using a consumed workflow for the linked Architectural model which will require the Architect to regularly publish and package.

D. Construction Operations Building Information (COBie)

If COBie standards are utilized, Săzän shall specify a range of acceptable makes and models of equipment, acceptable for use on this project. The General Contractor / Subcontractors shall be responsible for providing COBie spreadsheets with final installed equipment manufacturer, and model information. Any COBie documents provided by Săzän shall be “preliminary” and not for final record.

E. Updating of Revit Model

Revit models will be updated a maximum of once per week unless discussed otherwise. Additionally, model updates will not be updated within one week of major milestones such as 100% DD, 100% CD, Permit, Construction, etc. This is to ensure our team has time to address all changes. Model updates can occur without restrictions on minor milestones or “drop and plots”.

F. General BIM

Revit version is to be decided at the beginning of the project. The version used should take into account Autodesk licensing limitations and the timeline of the project due to problems with upgrading and graphical changes to the drawings when upgrading Revit versions near 100% Construction Documents or during Construction Administrations phases of the project.

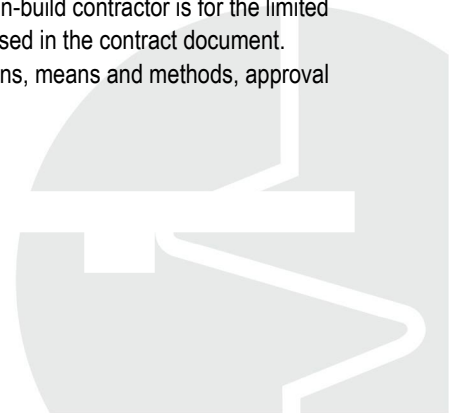
As Revit is not backwards compatible and all parties must be on the same version of Revit. No Revit models should be upgraded before all parties involved agree to the upgrade.

DESIGN-BUILD SERVICES CLARIFICATION

If design-build services are provided, Client acknowledges that Săzän Group, Inc. will provide performance specifications. In the event that drawings are provided, they will be conceptual drawings only. Conceptual drawings and performance specifications are intended as guidelines for the design of system(s) by the design-build contractor. Conceptual drawings and performance specifications are not intended for use to obtain a building permit or as bid documents. The design-build contractor is responsible for complete design, engineering, permit documents, construction documents, and coordination with architectural, all trades and utilities, and governing jurisdictions and licensing agencies. The design-build contractor is responsible for system quantities, capacities, routing, and installation adequate for its intended use. All detailing by design builder. Client agrees that Săzän Group, Inc. is not responsible for the design and will indemnify and hold harmless Săzän Group, Inc. for any and all claims, damages, allegations, and costs, including attorneys’ fees at trial, arbitration and on appeal, arising out of the design and installation of design-build systems. The following are the design-build services to where this clause will apply:

- A. Fire protection/sprinkler system design
- B. Building automation/energy management system/temperature control system

Client acknowledges that Săzän Group, Inc.’s review of submittals by design-build contractor is for the limited purpose of checking for conformance with the performance concept expressed in the contract document. Săzän Group, Inc.’s review does not constitute approval of safety precautions, means and methods, approval of an assembly, or approval of a component.



If this Proposal meets with your approval, please sign below and return to us. By your signature, you acknowledge that you have read and agree to the terms of this proposal. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind for Pinnacle Architecture. If you have modified this proposal, we will review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.

If you have any questions, please contact this office.

Sincerely,

Sazán Group, Inc.



Daniel Touger, PE
Managing Principal

Pinnacle Architecture: _____ Date: _____



PROPOSAL

PROPOSAL TO: PINNACLE ARCHITECTURE, INC.
FOR ELECTRICAL DESIGN SERVICES
FOR
CLACKAMAS BEHAVIORAL HEALTH CLINICS

SCOPE OF SERVICES

This project consists of a relocating two behavioral health clinics, Hilltop and Stewart Clinics, from the Red Soils Campus in Oregon City, Oregon to an existing 48,000, two-story, lease building (former United Grocers Administrative and Distribution Building) located on 6433 SE Lake Road, Milwaukie, Oregon. Services provided at these clinics include outpatient psychotherapy, group therapy, case management, medication management, peer support services, supported employment and other specialty programs. Programming for the tenant improvement includes, but not limited to, Reception and Waiting areas, administrative offices, clinic pharmacy, group therapy rooms, private offices, exam rooms, conference rooms, staff break rooms, staff/patient restrooms, storage space, utility rooms, IT/Server Room, new elevator, kitchen, new vestibule, covered drop off zone, new entry stair and accessible ramp, trash enclosure, outside smoking shelter.

The following types of services offered: Child & Family Services, Serious & Persistent Mental Illness services (SPMI), adult outpatient services, treatment court services, (drug court, mental health court, DUII court), medication management services.

The owner is the Clackamas County. The prime consultant and Architect of Record is Pinnacle Architecture, Inc. (PAI). The Electrical Engineer of Record is Reyes Engineering, Inc. (REI) and will be a subconsultant to the architect. The preliminary construction cost is estimated at \$4M - \$5M. The project delivery method has not been confirmed but Clackamas County may be leaning towards a Design Bid Build project delivery method.

Electrical Design Scope

1. Tie new tenant panels into existing landlords main power distribution system. Provide new panels and transformers as required for tenant improvement only. **It is assumed that the existing landlord main power distribution system and base building electrical service is adequately sized to accommodate all new tenant loads. Design of new electrical service per utility company requirements to serve the existing building is assumed not to be required and is excluded from this scope of work.** Scope includes contacting local power service providers to initiate utility coordination as required for peak demand load and available utility fault current. Coordination with civil engineer will be required for survey, utility and easement verification.
 - **There may be downtime(s) to the existing building due to power shutdown(s) and a cut over power distribution system scheme will need to be approved by the owner and PGE prior to completing the project.**
2. Tie new life safety/emergency loads and standby loads into existing landlord emergency power distribution system panels as required. Provide new life safety/emergency and optional standby panels and transformers as required for tenant improvement emergency and standby loads only. It is assumed that the existing landlord main emergency (generator) power distribution system is adequately sized

PROPOSAL

to accommodate all new tenant emergency and standby loads and that a new generator shall not be required.

3. Design associated with electrical demolition as part of the tenant improvement area scope of work only.
4. Design to provide new power connections to new kitchen equipment associated with new tenant improvement area scope of work only. Kitchen equipment design and selection by others. Coordination with kitchen equipment designer prior to completion of under slab packages will be required.
5. Design to provide new power connections to new elevator equipment associated with new tenant improvement area scope of work only. Elevator equipment design and selection by architect/elevator consultant.
6. Design of new power connections to new tenant utilization equipment, HVAC, and special/general purpose receptacles associated with new tenant improvement area only.
7. Review as-built and existing conditions of the site and building provided by the owner and architect.

Lighting Design Scope

1. Design of lighting controls, switching and power connections to lighting systems associated with new tenant improvement area only.
2. Lighting design consulting services associated with new tenant improvement area only, which may include general luminaire selection, calculations, computerized lighting analysis, mockups, and models.
3. Luminaire selection associated with new tenant improvement area only.
4. Interior and/or Exterior Egress lighting design associated with new tenant improvement area only to meet local jurisdiction requirements. May include emergency power provisions i.e. battery backup ballasts or power inverter.

Telecommunications Design Scope

1. Design of new telecommunications structure cabling (Cat 6a), outlets, racks, infrastructure/pathways, spaces and rough-in for outlets (pathways and spaces per ANSI/TIA/EIA 569) associated with new tenant improvement area only for telecommunications and data systems. Equipment design and selection by others.
2. Design of new intra-building vertical/backbone and horizontal cabling distribution and infrastructure associated with new tenant improvement area only to tie into existing landlord's main base building telecommunications room (MDF). Includes contacting local telephone and cable television service providers to initiate utility coordination as required. Coordination with civil engineer will be required for survey, utility and easement verification. **It is assumed that the landlord's existing service entrance telecommunications/CATV MDF and point of demarcation infrastructure is code compliant and is adequately sized to serve the existing telecommunications/CATV systems equipment and device loads as well as the new tenant telecommunications/CATV systems equipment and devices loads associated with this new tenant improvement area only and that a new base building point of demarcation shall not be required.**

PROPOSAL

Fire Alarm Systems Design Scope

1. Design to tie new tenant fire alarm smoke detection system devices (associated with new tenant improvement area only) into existing landlord's main fire alarm control panel system located in existing base building area. **It is assumed that the landlord's existing main building fire alarm control panel located in the existing base building is code compliant and is adequately sized to serve the existing fire alarm device loads as well as the new tenant fire alarm initiating, and annunciating (NAC) devices loads associated with this new tenant improvement area only and that a new main fire alarm control panel shall not be required.**

Security Systems Design Scope

1. Design to tie new tenant security system control panels, power supplies, equipment, and devices (associated with new tenant improvement area only) into existing landlord's main security control panel system located in existing building. **It is assumed that the landlord's existing security system control panel located in the existing building is code compliant and is adequately sized to serve the existing security device loads as well as the new tenant security device loads associated with this new tenant improvement area only and that a new main base building security control panel shall not be required.**

Photovoltaic Design Scope

1. Design of photovoltaic energy systems design associated with new tenant improvement area only.

DESCRIPTION OF SERVICES

Schematic Design

1. Preliminary studies and analysis for selection of electrical space requirements.
2. Recommendations for efficient building electrical designs based on past experience and prior studies.
3. Preliminary coordination with local authorities to ascertain utility services peak demand load and fault current.
4. Preliminary design of major electrical and low voltage distribution systems.
5. Coordination with design team members.
6. One (1) design team meeting to review schematic design with architect.
7. One (1) site visit to survey existing conditions of the electrical system.

Design Development

1. Preliminary one-line diagram and load summary.
2. Preliminary lighting energy code analysis and luminaire cut sheets for architect/owner review.
3. Preliminary device and equipment layout of power, signal, and lighting for owner/architect review.
4. One (1) design team meeting to review design development with architect.

Construction Documents

PROPOSAL

1. Develop working drawings in cooperation with project team necessary for construction of electrical systems.
2. Assemble project specifications necessary for construction of electrical systems.
3. Energy code compliance forms for lighting. Compliance will be demonstrated via one of the following three methods: Occupancy, Space-by-Space, and System Performance.
4. Assist in bidding, providing design clarifications and addenda material, supplemental drawings, and product approvals as necessary.
5. Two (2) design team meetings to review construction documents with architect.

Construction Administration

1. Assist in construction coordination of electrical elements of the project.
2. Review electrical shop drawings.
3. Provide design clarifications where necessary.
4. Perform periodic onsite observations (4 visits at 6 hours each). Additional visits requested will be billed at our standard hourly rates. Weekly job meetings are not included.
5. Review as-built drawings prepared by contractors.
6. Review operation and maintenance instructions prepared by contractor.
7. Final observation and final observation report.

Extra Services (Not included in base service fee)

1. Except for electrical design associated with the new tenant improvement area, any other electrical design in base building and other non-associated tenant improvement areas.
2. White noise cancellation system design.
3. Electric vehicle (EV) charging stations design.
4. Third party power monitoring for peak demand load and power quality analysis.
5. Except for lighting design associated with the new tenant improvement area, any other lighting design in base building and other non-associated tenant improvement areas.
6. Theatrical and landscape lighting design.
7. Street lighting design located as part of R.O.W.
8. Design of main fire alarm control panel and systems upgrade located in existing base building.
9. Fire System DAS design per Clackamas County/City of Milwaukie Fire Department.
10. Design of telecommunications systems and outlet jacks in existing base building.

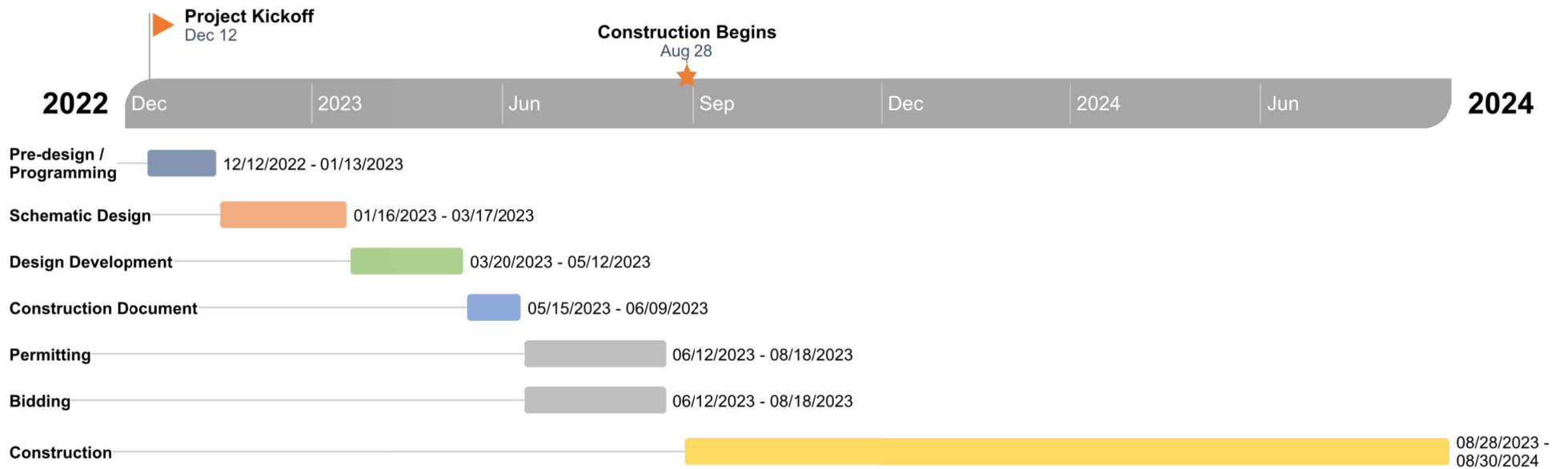
July 12, 2022



PROPOSAL

11. Design of main security alarm control panel and systems upgrade located in existing base building. Security video surveillance camera design.
12. Audio/Visual systems design.
13. Design of new telephone and cable TV service entrances and point of demarcations. It is assumed that we will utilize the existing service entrances and is adequate to serve the new tenant improvement.
14. Design of new emergency diesel generator and Uninterruptable Power Supply (UPS) systems.
15. Onsite inspection performed at the end of the warranty period.
16. Green/Sustainable design, LEED v4 and Living Building Challenge certification.
17. Except for photovoltaic design associated with the new tenant improvement area, any other renewable energy systems design, i.e., photovoltaic, hydrogen fuel cell, wind power systems, etc.
18. Oregon Energy Trust application review.
19. Unless specified above and included in fee, weekly project meetings are excluded.
20. Lease agreement review.
21. Adjusting and testing of electrical systems and equipment.
22. Redesigns due to outside value engineering analysis.
23. Alternate designs for cost/value comparisons.
24. Multiple bid packages.
25. Commissioning electrical systems. (Assistance to contractors with equipment startup, checkout, and adjusting is an additional service.)
26. Drafting of Record drawings in Revit.
27. Design services (civil) for utility connections beyond 5 feet of the building, except as specifically identified above.
28. Detailed acoustical analysis design services.
29. Active equipment for telecommunications and network systems.
30. Design services and coordination for temporary site power.
31. Design of non-standard switching for lighting control. i.e. theatrical control systems.
32. Electrical cost opinion.
33. Design for the use of aluminum conductors for services, feeders or branch circuits.
34. Revit design with LOD greater than 200.

Health Center Relocation - Clackamas County



11/21/2022

**EXHIBIT C
FEES**



2022 FEE SCHEDULE

Professional services are provided on a stipulated sum or percentage of construction cost. These fees may be negotiated to an hourly basis plus reimbursable expenses when the scope of work is clearly defined.

ARCHITECTURE SERVICE HOURLY RATES

Table with 2 columns: Role and Hourly Rate. Roles include Principal, Associate Principal, Project Manager, Sr. Project Architect, Project Arch/Designer, Job Captain, Interior Designer, Design Professional, Accounting, Marketing/Graphic Support, and Administrative.

REIMBURSABLE EXPENSES

Table with 2 columns: Expense Category and Rate. Categories include Consultants, Reimbursable Expenses, and various printing and transportation costs.

Examples of reimbursable expenses: Travel, lodging, printing, reproduction, photos and postage.

TERMS OF PAYMENT

Professional services are billed monthly as the work progresses. Payment shall be due upon receipt of the invoice. Amounts unpaid thirty (30) days after the date of the invoice shall bear interest of one and one-half (1.5%) percent per month.

WARRANTY, GUARANTEE AND LIABILITY

Pinnacle Architecture guarantees that our work is performed with the thoroughness, competence, and standard of care expected from the architectural profession.

Basic Services:

Pre-Design/Programming	\$42,300
Schematic Design	\$89,000
Design Development	\$95,200
Construction Documents	\$127,800
Permitting	\$17,800
Bidding & Negotiation	\$10,900
	\$383,000

Additional Services:

Matterport Existing Building Scanning	\$9,150
Construction Administration	(Estimate) \$142,500

Reimbursable Expenses:

Reimbursable Expenses	(Estimate) \$16,500
-----------------------	---------------------