



# **REQUEST FOR PROPOSALS**

## **for a Qualifications-Based Selection**

### **for ARCHITECTURAL & ENGINEERING SERVICES**

### **for the ILLINOIS VALLEY LIBRARY RENOVATION**

### **City of Cave Junction**

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RFP #2022-CDBG-LIB-001

RFP Issue Date: Thursday, July 20, 2022

**Proposal Due Date: Tuesday, August 9, 2022, 2 p.m. Pacific**

Proposers are solely responsible for ensuring that the City receives its Proposal.  
This is an informal process. No publication of this RFP or the Award is required.

Work under this contract will be funded in part with federal grant funds from the  
Community Development Block Grant (CDBG) program awarded by the State of Oregon,  
acting by and through Business Oregon.

#### **RFP Contact**

Teresa Stover, Grant Administrator  
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# REQUEST FOR PROPOSALS

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## **Section 1 – General Provisions**

### **Introduction**

This RFP is issued pursuant to ORS 279A, ORS 279C, and the Oregon Attorney General Model Rules Division 48. The term “City” throughout this document means the City of Cave Junction, and the term “Consultant” or “Proposer” means an architect, engineer, or provider of related services.

### **Informal Selection Procedure**

Pursuant to OAR 137-048-0210, the City of Cave Junction (City) shall use the informal selection procedure described in this RFP to contract with a Consultant.

### **RFP Review**

Proposers must carefully review this RFP document and are responsible for knowing and understanding all terms and conditions.

### **RFP Protest; Request for Change; Protest of Award**

Proposers are directed to the protest procedures set forth in OAR 137-048-0240.

### **Reservation of Rights**

The selection of an architectural/engineering firm for professional services is made at the discretion of the City. The City of Cave Junction reserves the rights to:

1. Amend this RFP.
2. Extend the deadline for submitting proposals.
3. Waive minor irregularities, informalities, or failures to conform to the RFP, if the City determines that such waiver is in the best interest of the City.
4. Reject, for good cause and without liability therefore, any and all proposals and to cancel this RFP at any time if such cancellation is deemed appropriate.
5. Determine to take no action.
6. Award one or more contracts, by item or task, or groups of items or tasks, if so provided in this RFP and if multiple awards are determined by the City to be in the public interest.

### **Additional Requirements**

Pursuant to OAR 137-048-0220(4)(a):

1. The City reserves the right to seek clarifications of submitted proposals, which may or may not affect the evaluation scoring criteria, and to negotiate a final contract that is in the best interest of the City.
2. Proposers responding to this RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the RFP.
3. Failure of the City to insist on strict performance shall not constitute a waiver of any of the provisions of this RFP or resulting contract or waiver of any other default of the Proposer.

**Questions about RFP; Addenda**

Questions shall be submitted in writing via email only. Please email questions to RFP Contact Teresa Stover, at [tstover@josephinelibrary.org](mailto:tstover@josephinelibrary.org). No other contact regarding this RFP process shall be permitted. Unauthorized contact regarding this RFP may subject the contacting Proposer's proposal to rejection. Any addenda will be provided via email and posted on the City of Cave Junction website at [www.cavejunctionoregon.us](http://www.cavejunctionoregon.us).

## **Section 2 – Statement of Work**

### **Introduction**

The City of Cave Junction (City) is seeking Proposals from qualified firms for architectural and engineering services to renovate and expand the Illinois Valley Branch Library (the “Project”).

### **Project Overview**

The City of Cave Junction has received a Community Development Block Grant (CDBG) that will enable the renovation of the Illinois Valley Library, a branch of the Josephine Community Library District (JCLD). In September 2021, the City applied for a Community Development Block Grant (CDBG) and received approval in December 2021 from Business Oregon, the state’s economic development agency.

The Illinois Valley Library is located at 209 W Palmer Street, Cave Junction, Oregon. Constructed in the 1950s with an addition in the 1970s, this single-story masonry building houses the general library area, children’s library, media center, three non-ADA compliant restrooms, and a staff area. The existing building is 4,264 square feet and sits on a 10,821-square-foot parcel in the City of Cave Junction. The existing parking area provides 12 parking spaces.

The 2019 Library Facilities Master Plan (see Attachment D) included recommendations for various upgrades to the building and site. Already completed is a portion of these improvements, including installation of new double-pane windows, installation of LED lighting, and installation of new HVAC equipment, painting some interior areas, and repaving and restriping the parking lot with an ADA-compliant stall.

In 2021 the library hired an architectural firm to develop three concept alternatives for the building upgrades recommended in the Library Facilities Master Plan and incorporating known community needs. The firm reviewed existing conditions and interviewed library staff. The concepts included reprogramming the existing library space and alternative locations for the proposed community room addition. The three concept plans were used to engage the community, communicate the potential project scope, and to receive feedback. The concepts were presented at a public meeting hosted by the City of Cave Junction, feedback was recorded, and an online poll offered the public more opportunities to review the concept plans and offer additional feedback and concerns.

Based on the community input received, a final concept plan was developed for the Illinois Valley Library Renovation that would best serve community needs and library goals. The library expansion will add a new 1,515-square-foot community room with a comprehensive renovation of the existing building, site upgrades including development of an outdoor learning area, safety and security features, seismic improvements, roof repair, and more. The concept drawings and construction project elements are included in this RFP as Attachment E.

## **Services Required**

The City of Cave Junction is requesting proposals for complete Architectural/Engineering Services for the Project. Construction is anticipated to begin as soon as the environmental review required by the CDBG program is completed, and construction work shall be competitively bid under a Construction Management/General Contractor (CM/GC) procurement method.

## **Project Description**

Renovations and site improvement design/engineering will include, but are not limited to, the following:

1. Building
  - a. Addition of a 1,515-square-foot community meeting room with dedicated ADA restrooms to seat approximately 80 people
  - b. Addition of a new ADA entry
  - c. Seismic retrofit
  - d. New roof
  - e. New ceilings
  - f. Additional natural lighting
  - g. Energy-efficient fixtures
  - h. Addition of electrical outlets and low-voltage (IT) items to improve technology usage
2. Interior Design
  - a. Infrastructure in the community meeting space for a kitchenette to serve as a teaching kitchen
  - b. Relocation of the children's library area and the media center
  - c. Reconfiguration of the staff area for improved circulation and space usage
  - d. Window additions and window treatments
  - e. Addition of a dedicated family restroom to the children's library
  - f. New interior finishes
  - g. Furniture, fixtures, and equipment to include tables, bookshelves, cabinetry, light fixtures, countertops, and teaching kitchen mirror; some of these will be owner-furnished contractor-installed
3. Exterior Design
  - a. Exterior site improvements to provide a secure outdoor area for children's programming and library activities and programs

## Description of Services

Design services shall include schematic design, design development, construction documents for permitting and bidding, bidding assistance, construction administration and oversight, and warranty follow up for one year beyond substantial completion.

### 1. Design/Engineering

- a. Consultant shall provide the necessary structural, mechanical, and electrical engineering as required for any structural, mechanical, plumbing, fire system, and electrical work to be included in the scope of work.
- b. Consultant shall develop complete non-structural plans and specifications associated with the new design. Plans could include, but are not limited to, floor plans; roof plans; exterior and interior elevations; and associated finish details and schedules.
- c. Consultant shall develop plumbing and lighting plans as required. Include complete engineering design and detailing for the restraint of non-structural building elements.
- d. All designs shall comply with the Oregon Structural Specialty Code and Oregon Energy Code requirements, and any other applicable Building Code requirements.

### 2. Construction

- a. Construction Bidding
  - i. Provide the scope of work and technical specifications for the construction bid document.
  - ii. Assist City in preparing a draft construction bid document and conducting a RFP as required by Oregon's Public Contracting Code, City's Public Contracting Code, and any applicable CDBG requirements.
  - iii. Assist City during the RFP phase by attending a pre-bid meeting; responding to technical questions from contractors during the bidding process; developing written addenda, as needed; and reviewing bids and protests from contractors.
- b. Meetings
  - i. Consultant shall participate in periodic stakeholder meetings including Business Oregon.
  - ii. Consultant shall participate in a preliminary project kick-off meeting and physical design review presentations at completion of Schematic Design, completion of Design Development, and 50 percent Construction Document completion. Allow for two hours minimum for each design review session.
  - iii. Consultant shall set up and facilitate a preconstruction meeting.
  - iv. Consultant shall participate in weekly meetings during construction; punch list walkthrough and follow-up; and a one-year warranty walkthrough.
- c. Construction Administration and Oversight
  - i. Develop all construction documents required for a construction management/general contractor delivery method.
  - ii. Coordinate submittals to the City for all required project approvals.
  - iii. Obtain all necessary permits needed for project completion.
  - iv. Review contractor's submittals, shop drawings, and material samples.
  - v. Respond to contractor's requests for clarification or information.

- vi. Monitor project schedule.
- vii. Verify certified pay requests and cooperate with the contracted labor standards monitoring firm, which will ensure compliance with the Davis-Bacon Act and the Oregon Bureau of Labor and Industries (BOLI) wage rates.
- viii. Review and process change orders for City and CDBG approval.
- ix. Provide oversight of contractor's performance and inspection of construction.
- x. Provide project closeout services including punch list, final inspection, and warranty review.
- xi. Provide record "as-built" documents in both paper and electronic format at completion of the project.
- xii. Coordinate and communicate with the City regarding CDBG compliance.

### **Anticipated Award and Contract Performance Schedule**

A performance schedule shall be included in the successful Consultant's Architect/Engineer Services Contract. It is anticipated that Consultant will develop a phased project schedule that incorporates re-design/schematic design, design development, construction documents, bidding, and construction administration. It is also anticipated that architectural drawings and engineering plans will be completed 6-8 weeks after the attached Contract is signed.

Based on the terms of the CDBG award, the project must be completed by December 2024.

### **Compensation**

Compensation will be based on a firm fixed price with a total not-to-exceed amount, including direct reimbursable expenses. The amount of compensation will be negotiated with the highest ranked Proposer, following the steps outlined under "Section 4 – Evaluation & Selection" below.

### **Project Delivery Method**

The project delivery method will be Construction Management/General Contractor (CM/GC).

### **Limitations; Conflicts of Interest**

Proposers are directed to OAR 137-048-0130(8)-(10)(b), which may limit or prohibit the selected Proposer's ability to provide additional services related to the Project, including construction services.



## **Section 3 – Proposal Content and Submission Requirements**

### **Introduction**

This section prescribes the mandatory submission format for a Proposal in response to this RFP. The purpose of the submission format is to ensure uniformity of the information from each Proposer and to aid in a clear understanding and evaluation of each Proposal.

### **Proposal Content**

Proposers must provide a reply to each of the following items. Attachment A, Consultant Certification Form, shall be completed and submitted as the cover of the Proposer's response. Provide a brief but concise response to each of the following criteria areas. Do not assume the City has any prior knowledge of the Proposer. Proposal response must be in the same order as presented below:

#### **1. Overall Project Understanding and Approach**

- a. Describe the Proposer's knowledge and understanding of the Project and Services described in "Section 2, Statement of Work" above.
- b. Define the Proposer's approach to staffing and scheduling needs for the services.
- c. Define proposed solutions to any perceived design and constructability issues.
- d. Describe the design philosophy, if applicable, and approach to the services described in the Statement of Work.
- e. Provide an estimate of the amount of time needed to complete each major task and a preliminary schedule of major elements.

#### **2. Experience**

- a. Describe the Proposer's availability and capability to perform the required services outlined in the Statement of Work.
- b. Describe Proposer's and their sub-consultants demonstrated ability to successfully complete similar services on time and within budget, including whether there is a record of satisfactory performance under OAR 137-048-0120(2) (the City's or other public agency's record of Consultant's performance).
- c. Describe Proposer's performance history, including but not limited to:
  - i. Quality of work
  - ii. Ability to meet schedules
  - iii. Cost control methods
  - iv. Contract administration practices
- d. Describe the Proposer's experience working within the framework and requirements of grant-funded projects, specifically CDBG-funded projects. Identify whether the project(s) finished on schedule and within the budget.
- e. Describe the Proposer's experience working with libraries, library design, and library construction.
- f. Provide the status of the required licenses or certifications. The Proposer and all firms, subsidiaries, and individuals providing professional services shall be currently licensed to practice in each of their respective areas of professional expertise in the

State of Oregon, and shall comply with all State of Oregon Architect and Professional Engineer licensure requirements.

**3. Personnel**

- a. List the Proposer's key staff to be assigned to the Project and describe their experience in providing similar services on comparable projects.
- b. Describe the amount and type of resources, and list the number of experienced staff persons Proposer has available to perform the services described in the Statement of Work.
- c. Show the recent, current, and projected workloads of the staff and resources referenced above to be assigned to the Project.
- d. Estimate the proportion of time that the key staff referenced above would spend on the services described in the Statement of Work.

**4. Sub-Consultants**

- a. List the sub-consultant(s) that would be retained, and their roles with the Project.
- b. List the sub-consultant(s)' key staff, amount and type of resources, availability, current workload, and proportion of time Proposer estimates that sub-consultant(s)' key staff will spend on the services described in the Statement of Work.
- c. Describe the sub-consultant(s)' demonstrated ability to successfully complete similar services on time and within budget, including whether there is a record of satisfactory performance under OAR 137-048-0120(2) (the City's or other public agency's record of sub-consultant(s)' performance).
- d. Describe sub-consultant(s)': Performance history in producing high-quality work, meeting deadlines, controlling costs, and working within the framework and requirements of grant-funded projects, specifically CDBG-funded projects.

**5. Geographic Proximity; Familiarity with Project Location**

- a. Describe the Proposer's and sub-consultant(s)' geographic proximity to and familiarity with the physical location of the Project and the design and construction procedures specific to the Project area, including local permitting procedures and regulations.

**6. Women, Minorities, and Emerging Small Businesses**

- a. Pursuant to OAR 137-048-0210 (2)(a)(E)(vii), provide status and employment practices regarding women, minorities and emerging small businesses or historically underutilized businesses.

**7. References**

- a. Provide at least three references for projects of similar size and scope including client name; key contact's name, address, email, and phone number; and a brief description of the project.
- b. References for CDBG-funded projects and library projects are preferred.

## **Cost Information**

Selection will be qualifications-based on not lowest bid.

Compensation will be based on a total not-to-exceed amount for services and reimbursable expenses, with not-to-exceed maximums for the individual phases of the design: pre-design/schematic design, design development, construction documents, bidding, and construction administration services including record documentation.

Proposers will submit a Billing Rate Schedule and Cost Estimate Breakdown to complete services. The Billing Rate Schedule must include the name, job classification, and fully loaded hourly billing rate for each employee that may be used under the contract, including sub-consultant employees. The Cost Estimate Breakdown must include a detailed breakdown of the costs for each element of the work, including proposed staff assignments, job classifications and sub-consultants; hours per task and sub-task; and itemized direct non-labor costs, including reimbursable expenses.

The cost information requested will not be used as part of the evaluation process but is requested solely to enable a prompt beginning to the contract negotiation process.

## **Proposal Format and Submission**

Submitted proposals must:

1. Include a narrative that addresses the items listed under “Proposal Content” earlier in this section, in the same order. Narratives no longer than 20 pages are appreciated.
2. Include a Billing Rate Schedule and Cost Estimate Breakdown as described under “Cost Information” earlier in this section.
3. Include a completed and signed Attachment A – Consultant Certification Form.
4. Include the contact information of a representative of the Proposer available by phone on August 15 to 17, 2022, to be scheduled for an optional interview.
5. Include one printed copy of the proposal and one electronic copy of the proposal on a flash drive. The electronic version of the proposal should be in a single PDF file totaling no larger than 20 MB.
6. Be delivered in person (not mail, email, or fax) to Cave Junction City Hall, 222 W. Lister Street, Cave Junction, OR 97523 by 2 pm Pacific Time on Tuesday, August 9, 2022. All proposals will be date and time stamped by a city staff member.
7. Early proposals received in advance of the deadline are appreciated. Late proposals will not be accepted.
8. Mailed, emailed, or faxed proposals will not be accepted.

## Section 4 – Evaluation and Selection

### Proposal Opening

The proposal opening will be held at 2 pm Pacific Time on Tuesday, August 9, 2022, at Cave Junction City Hall, 222 W. Lister Street, Cave Junction, OR 97523.

### Evaluation of Proposal

The evaluation committee will review, score and rank Proposals according to the evaluation criteria set forth in this RFP. Evaluation shall be in accordance with the subjective evaluation criteria defined below.

### Evaluation Criteria

The evaluation committee shall grade each Proposal by reviewing and evaluating the line items required to be submitted as described in Section 3 above. The following table indicates how the total points in the scoring shall be assigned by Proposal line item. Failure to meet minimum requirements for any individual item may disqualify the Proposal regardless of the total points scored for the other items.

Proposal Content	Maximum Points
Overall project understanding and approach	20
Experience, including library and CDBG experience	20
Personnel	20
Sub-consultants	10
Geographic proximity; familiarity with Project location	10
Women, minorities, and emerging small businesses	10
References, including library and CDBG experience	10
<b>Total</b>	<b>100</b>

### Optional Interviews

1. The evaluation committee may elect to interview Proposer(s) if the evaluation committee considers it necessary or helpful. The interview process will be used to supplement and clarify the information contained in the Proposal.
2. Interviews, if conducted, will bear on the firms' rankings in the selection process.
3. Interviews may be conducted by phone, videoconference, or in person.
4. Evaluation points assigned during the initial evaluation process may be adjusted by the evaluation committee members, at their discretion, based upon findings from the interviews.
5. Based upon the proposal scoring, as modified by the interview, and the results of reference checks, the firms will be given final ranking by the evaluation committee. The final ranking will be provided to the City for a final decision to award a contract.

6. Details about interviews will be issued to those firms invited. Such interviews will be at the firm's expense.

## **Selection**

The evaluation committee shall provide to the City the results of the scoring and ranking for each Proposer. If the City does not cancel the RFP after it receives the results of the scoring and ranking for each Proposer, the City shall begin negotiating a Contract with the highest ranked Proposer. The City shall direct negotiations toward obtaining written agreement on:

1. The Proposer's performance obligations and performance schedule.
2. Payment methodology and a maximum amount payable to the Proposer for the Architectural and Engineering Services required under the Contract that is fair and reasonable to the City as determined solely by the City, considering the value, scope, complexity, and nature of the Architectural and Engineering Services.
3. Any other provisions the City believes to be in the City's best interest to negotiate.

## **Selection Process Milestones**

The milestones for the selection process are set forth below. The dates are approximate but will be followed to the extent reasonably possible. The purpose of this schedule is for Proposers' information only.

<b>Activity</b>	<b>Date Range or Completion Date</b>
RFP Issued	Wednesday, July 20, 2022
Deadline for Questions	2 pm Pacific Time on Wednesday, July 27, 2022
Q&A Addenda Posted	Friday, July 29, 2022
Deadline for Proposals	2 pm Pacific Time on Tuesday, August 9, 2022 (three-week bid period)
Proposal Opening	2 pm Pacific Time on Tuesday, August 9, 2022 at Cave Junction City Hall, 222 W. Lister Street, Cave Junction, OR 97523
Optional Interviews	August 15 to August 17, 2022
Issue Notice of Intent to Award	Friday, September 16
Deadline for Award Protests	12 noon on Thursday, September 22, 2022
Award Contract	Friday, September 23, 2022

## **Termination**

The City shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if the City and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The City may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, in accordance with section (6) of OAR 137-048-0210, until negotiations result in a Contract. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, the City may end the RFP and thereafter may proceed with a new informal RFP under OAR 137-048-0210 or proceed with a formal RFP under OAR 137-048-0220.

**Responsibility Evaluation**

The City will investigate a Proposer's responsibility and will consider information obtained from any source as part of its evaluation, at any time prior to execution of the contract. Submission of a signed Proposal constitutes the Proposer's approval for the City to obtain any information the City deems necessary to conduct the evaluation including, but not limited to, credit reports, licensing information, System for Award Management debarment, and information discovered during reference checks.

**Project Contract**

The selected Proposer will be awarded a contract that substantially conforms to Attachment B, Draft Architecture/Engineering Contract. Before the contract can be approved, it must also be reviewed and approved by Business Oregon to ensure compliance with CDBG requirements. Submittal of a Proposal indicates Proposer's agreement with the terms of the attached contract. Any open terms in the attached contract will be completed, based upon awardee's Proposal. The Contract requires that the selected firm comply with all applicable federal and state laws, rules, and regulations.

## **Section 5 – Additional Architect/Engineer Contract Requirements**

### **Incorporation of CDBG Grant Contract; Required Federal Contract Clauses**

This Contract shall be subject to all provisions, requirements, and conditions of CDBG Grant Contract Number C21017 and the Community Development Block Grant Management Handbook, which are incorporated herein by this reference. Attachment C, Required Federal Contract Clauses includes language that must be included in the architect/engineer contract. If any term or provision of the architect/engineer contract conflicts with CDBG Grant Contract Number C21017, the terms of the Grant Contract shall take precedence.

### **Certification of Compliance with Tax Laws**

By submission of the Proposal, the Proposer's signatory (a duly authorized representative of the submitting firm) must certify that the firm is not, to the best of their knowledge, in violation of any Oregon tax law. For purpose of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

## **Section 6 – Attachments**

**Attachment A – Consultant Certification Form**

**Attachment B – Draft Architecture and Engineering Services Contract**

**Attachment C – Required Federal Contract Clauses**

**Attachment D – Josephine Community Library Facilities Master Plan**

**Attachment E – Concept Plan and Construction Project Elements**



## CONSULTANT CERTIFICATION FORM

\_\_\_\_\_  
(Consultant)

\_\_\_\_\_  
(Physical Address)

\_\_\_\_\_  
(City, State, Zip)

1. The Consultant certifies that he or she has read and understands the terms and conditions of all documents pertaining to this RFP.
2. The Consultant acknowledges that he or she that signs this Certification is fully authorized to sign on behalf of the Consultant listed and to fully bind the Consultant listed to all conditions and provisions thereof.
3. The Consultant certifies that Consultant has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this RFP.
4. The Consultant is registered with the Oregon State Board of Architect Examiners (ORBAE); Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS); Construction Contractors Board of Oregon (CCB); and/or Landscape Contractors Board of Oregon (LCB), if required.

License Number \_\_\_\_\_ Licensing Agency \_\_\_\_\_

5. The Consultant, pursuant to ORS 279A.120 (1), (**check one**) is \_\_\_\_ / is not \_\_\_\_ a resident Bidder. If not, indicate State of residency \_\_\_\_\_.
6. The Consultant certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise in obtaining any required subcontracts.
7. The Consultant hereby certifies that to the best of Consultant's knowledge, s/he is in compliance with all Oregon Tax laws described in ORS 305.380(4).

Federal Tax ID \_\_\_\_\_ Oregon Tax ID \_\_\_\_\_

Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2022.

Signature: \_\_\_\_\_

Name \_\_\_\_\_ Phone: \_\_\_\_\_  
(print/type)

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

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

**Attachment B – Draft Architecture and Engineering Services Contract**

The selected Proposer will be awarded a contract that substantially conforms to the draft Agreement for Architecture and Engineering Services.

# **AGREEMENT FOR ARCHITECTURE AND ENGINEERING SERVICES**

THIS AGREEMENT is made the [XXrd] day of [MONTH YEAR] by and between the City of Cave Junction, Oregon, hereinafter referred to as the Owner, and [FIRM], hereinafter referred to as Firm:

The Owner intends to renovate and expand the Illinois Valley Branch Library located at 209 West Palmer Street in Cave Junction, Oregon. The Owner has secured Community Development Block Grant (CDBG) funding for the design and construction of the proposed improvements (\$1.5 million grant). Project funding is administered by Business Oregon.

The Firm agrees to prepare Contract Documents, Drawings, and Specifications for the library renovation and expansion. The Firm also agrees to provide assistance to the Owner in procuring a general contractor and managing the construction contract for construction of the renovated facility.

## **WITNESSETH**

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

## **SECTION A – ARCHITECTURE AND ENGINEERING SERVICES**

### **Architecture Services**

Upon approval by the Owner of the project scope and opinion of probable total project cost, and upon approval to proceed, the Firm shall:

[NUMBERED LIST OF TASKS TO FULFILL STATEMENT OF WORK FOR ARCHITECTURE SERVICES]

### **Engineering Services**

After acceptance by the Owner and appropriate agencies of the Bidding and Contract Documents and upon authorization by the Owner to proceed, the Firm shall:

[NUMBERED LIST OF TASKS TO FULFILL STATEMENT OF WORK FOR ENGINEERING SERVICES]

### **Other Services**

In addition to the foregoing being performed, the following services may be provided by the Firm when requested by the Owner in writing for each phase of the project, as required.

1. Assist the Owner with obtaining permits, applications, outside utility services, etc., as necessary for the work. The Owner shall pay all fees associated with such permits and applications, if such fees are required.
2. Redesign work when requested to do so by the Owner. Such work shall include changes in the design.

3. Perform special tests, specialized geological, hydraulic, or other studies, or tests other than as previously outlined herein that may be required on the project.
4. Prepare to serve or serve as a consultant or witness for the Owner in any litigation, arbitration, or other dispute resolution process relating to the project.
5. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the work, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected, or delayed work by the Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, (5) longer construction time than anticipated, or (6) default by the Contractor.
6. Provide random testing services as the work progresses to monitor the Contractor's compliance with the Contract Documents. Such testing shall not replace the Contractor's own testing nor relieve the Contractor from providing their own quality control.

#### **SECTION B - RESPONSIBILITIES OF OWNER**

1. The Owner shall provide the Firm with all criteria and full information as to the Owner's requirements for the project, including design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability; and any budgetary limitations.
2. The Owner shall furnish to the Firm all available information pertinent to the project including reports and data relative to previous designs, all existing maps, field survey data, lines of streets and boundaries or rights-of-way, and other surveys presently available. The Owner shall also provide all known information concerning the existing underground utilities, etc., that could impact the proposed improvements.
3. The Owner shall provide for full, safe, and free access for the Firm to enter upon all property required for the performance of the Firm's services under this Agreement.
4. The Owner shall give prompt written notice to the Firm whenever the Owner observes or otherwise becomes aware of a hazardous environmental condition or of any development that affects the scope or time of performance of the Firm's services, or any defect or nonconformance in the Firm's services or in the work of any Contractor.
5. The Owner shall pay for any agency plan review fees, advertisement for bids, building or other permits, licenses, etc., as may be required by local, state, or federal authorities. The Owner shall also secure the necessary land easements, rights-of-way, and construction permits. The Firm can assist the Owner with these tasks, if requested, as outlined in Section A, "Other Engineering Services."
6. The Owner shall examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Firm (including obtaining the advice of an attorney, insurance counselor, and other consultants as the Owner deems

appropriate with respect to such examination) and render timely decisions pertaining thereto.

7. The Owner shall obtain, with guidance from the Firm, reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the project designed or specified by the Firm, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the project.
8. The Owner shall provide, as required for the project:
  - a. Accounting, bond, financial advisory, and insurance counseling services;
  - b. Legal services with regard to issues pertaining to the project as the Owner requires, the Contractor raises, or the Firm reasonably requests; and
  - c. Such auditing services as the Owner requires to ascertain how or for what purpose the Firm has used the monies paid.
9. The Owner shall advise the Firm in a timely manner of the identity and scope of services of any independent consultants employed by the Owner to perform or furnish services in regard to the project.
10. The Owner shall attend the Pre-Bid Conference, Bid opening, Pre-Construction Conferences, construction progress, warranty inspection, and other project-related meetings and shall review and act upon Change Orders, Applications for Payment, the Certificate of Substantial Completion, and the Notice of Acceptability of Work.

#### **SECTION C - COMPENSATION FOR ARCHITECTURE AND ENGINEERING SERVICES**

1. The Owner shall compensate the Engineer for "Architecture Services " a lump sum amount of [AMOUNT]. The total compensation for architecture services is a firm, fixed, not-to-exceed price, including direct reimbursables. This amount shall not be exceeded without notification to and approval by Business Oregon and the Owner. If, during the course of the work, the scope of the work should substantially change, the Owner and the Firm shall amend this section of the contract as necessary.
2. The Owner shall compensate the Firm for "Engineering Services" a lump sum amount of [AMOUNT]. The total compensation for engineering services is a firm, fixed, not-to-exceed price. This amount shall not be exceeded without notification to and approval by Business Oregon and the Owner.
3. The Owner shall compensate the Engineer for "Other Services" requested by the Owner on a time and materials basis, plus direct reimbursable expenses. The total compensation for "Other Engineering Services" requested by the Owner shall be approved by Business Oregon and the Owner.
4. The time and materials cost referred to in this Agreement shall be in accordance with the attached Hourly Fee Schedule, plus direct reimbursable expenses. The Hourly Fee Schedule may be

adjusted near [MONTH DAY] of each year.

5. Direct reimbursable expenses shall include, but not be limited to, such direct job costs as the cost of travel, subsistence, lodging, document printing, outside consultants, special tests and services of special consultants, etc. Direct reimbursable expenses shall include a 10 percent additional fee to cover handling, overhead, insurance costs, etc. Mileage shall be charged at [COST] per mile for passenger vehicles and [COST] per mile for pickups and vans. The mileage costs may be adjusted as needed to reflect actual costs. There shall be no charge for secretarial services, telephone calls, and postage.
6. The Owner agrees to pay the Firm for the services provided in accordance with this Agreement on a monthly basis. The Owner agrees to pay the Firm for lump sum work on a percentage basis of the total fee relative to the percent completion of the work. The Owner agrees to pay the Firm for time and materials work for the actual services provided. The Firm will render to the Owner an itemized bill at the end of each month, for compensation for such services performed hereunder during such month, the same to be due and payable by the Owner to the Firm.
7. Past due amounts owed shall include a service fee charge of 10 percent annual interest beginning the 15th day after the date funds are received from Business Oregon, or 90 days after the date of billing, whichever comes first. The Firm may suspend work under this Agreement until the account is paid in full. If collection is made by suit or otherwise, and if the Firm prevails, the Owner agrees to pay interest until the account and all collection costs, including reasonable attorneys' fees, are paid.
8. The Owner can require either a reduced or increased level of construction review or general engineering review at any time in consultation with the Firm. In the event an increased level is required, an agreement shall be reached between the Firm and the Owner as to whether additional amounts in excess of the maximum charge provided in this section shall be required.
9. Should the construction period be increased over those defined above for any cause, or should any Contractor's performance require an extraordinary amount of review and coordination, etc., the Firm shall be entitled to additional compensation. An increase in construction time may be due to construction time extensions granted by the Owner, failure of the Contractor to complete the work within the allowable construction time, poor quality performance of the Contractor, unusual weather, etc. It is agreed that the Firm has no control over the actual time required to complete the work, the Contractor's schedule, the quality of the Contractor's performance, unusual weather conditions, etc. All of these conditions could increase the amount of "Engineering Services" required to properly complete the work. It is agreed that the Owner and the Firm shall negotiate a reasonable compensation for these additional services should additional "Engineering Services" be required.

#### **SECTION D - GENERAL PROVISIONS**

1. Approval of this Agreement by the Owner and the Firm will serve as written authorization for the Firm to proceed with the services called for in the Agreement.

2. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
3. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
4. The Firm intends to render their services under this Agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty expressed or implied. The Firm shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Firm under this Agreement. The Firm shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, Drawings, Specifications, reports, and other services.
5. Any opinion of the probable construction cost or probable total project cost prepared by the Firm represents his judgment as a design professional and is supplied for the general guidance of the Owner. Since the Firm has no control over the cost of labor and material, or over competitive bidding or market conditions, the Firm does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the Owner.
6. This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.
7. This Agreement represents the entire and integrated agreement between the Owner and the Firm for this project and supersedes all prior negotiation, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Firm.
8. Original documents, survey notes, tracings, and the like, except those furnished to the Firm by the Owner, are and shall remain the property of the Firm. Documents, including Bidding and Contract Documents which contain an Firm's stamp prepared under this Agreement, are instruments of service of the Firm. Reuse of any of the Bidding and Contract Documents that may be developed during the project by the Owner on extensions of this project or on any other project without the written permission of the Firm shall be at the Owner's risk. The Owner agrees to defend, indemnify, and hold harmless the Firm from all claims, damages, and expenses including attorneys' fees arising out of such unauthorized reuse of the Firm's instruments of service by the Owner. The Firm shall make available to the Owner, when requested, all documents, drawings, pictures, etc., that are prepared as part of the Firm's services under this Agreement. There will be no cost for these documents except for labor, reproduction, and copying costs.
9. There are no third-party beneficiaries of this Agreement between the Owner and the Firm, and no

third party shall be entitled to rely upon any work performed or reports prepared by the Firm hereunder.

10. Neither the Owner nor the Firm shall delegate their duties under this Agreement without the written consent of the other.
11. The Owner reserves the right to request replacement of any Project Representatives furnished by the Firm.
12. This Agreement may be terminated by either party in the event of default under this contract by the other party. Either party may do so by giving written notice to the other of its intent to terminate this Agreement for substantial failure to perform according to this Agreement, which written notice shall specify the failure and demand correction or remedy thereof in 10 days. In the event of failure to remedy or correct in 10 days, this Agreement may be terminated in writing at the option of the party giving the prior notice. If this Agreement is terminated, the Firm shall be paid for services based on actual hours worked to the termination notice date, including reimbursable expenses due, less any amount in dispute.
13. Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Oregon.
14. The Firm shall acquire and maintain statutory Worker's Compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage.
15. The Owner will require that any Contractor or subcontractor performing work in connection with the Contract Documents produced under this Agreement shall hold harmless, indemnify, and defend the Owner and the Firm, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from the Contractor's (or subcontractor's) negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Firm, their consultants, or their officers, agents, and employees.
16. The Owner and the Firm acknowledge that in a project of this magnitude and complexity, changes may be required as the result of possible omissions, ambiguities, or inconsistencies in the Contract Documents or changes that are identified during construction which will result in an overall better end project for the Owner, or changes which are necessary due to unusual field conditions or construction circumstances beyond the control of the Owner, Firm, or Contractor. As a consequence of the above, the Owner realizes that the Contractor may be entitled to additional payment. The Owner agrees to set up a reserve in the project budget to be used as required to make additional payments to the Contractor with respect to such changes. When additional payments are due to the Contractor, they will be made in accordance with an approved Change Order.
17. The Firm shall comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion,



color, sex, or national origin. The Firm shall comply with Executive Order 11246 (41 CFR 60-1.4}, Section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741.5(a)}, Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 (41 CFR 60-250.5(a)}, the Jobs for Veterans Act of 2003 (41 CFR 60-300.5(a)}, and the organizing and collective bargaining Clauses of Executive Order 13496 (29 CFR 471). The Firm shall comply with applicable federal, state, and local laws, rules, and regulations concerning Equal Employment Opportunity.

18. To the fullest extent permitted by law, the Owner and Firm each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Owner and Firm, they shall be borne by each party in proportion to its negligence.
19. Work under this contract will be funded in part with federal grant funds from the Oregon Community Development Block Grant (CDBG) program.
20. No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its subrecipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h}.
21. Before the final payment to Contractor is made, Contractor shall submit the "Minority Women and Emerging Small Business Activity Report" in form of Exhibit B, of the CDBG Grant Management Handbook.
22. The following certification must be signed by all contractors and subcontractors. Signature of this agreement shall serve as signing of the following certification.

This Agreement is executed in duplicate the day and year written at the beginning of this Agreement.

Owner: City of Cave Junction	Firm: [FIRM NAME]
By:	By:
Type Name: Meadow Martell	Type Name:
Title: Mayor, City of Cave Junction	Title:

### **Attachment C – Required Federal Contract Clauses**

As a non-construction contract in excess of \$100,000, the architectural/engineering contract of the selected proposer must include the federal contract clauses included in Exhibit 5E of the Community Development Block Grant Management Handbook, “Grant Award Exceeds \$100,000 Non-Construction Contracts.”

These clauses reference Section 3, Economic Opportunities for Low- and Very Low-Income Persons and the report to be submitted by the firm at project completion. Exhibit 5C, “Section 3 Summary Report from HUD 60002,” contains the report format.

**Required Federal Contract Clauses**

Use for **Non-Construction** Contracts Where the Grant Award **Exceeds \$100,000**

1. *Source of Funds*

"Work under this contract will be funded [in part/in its entirety] with federal grant funds from the Oregon Community Development Block Grant program."

2. *Conflict of Interest*

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

3. *Minority, Women and Emerging Small Business (Instruction: Include if contract is \$10,000 or more)*

Before the final payment to Contractor is made, Contractor shall submit the attached "Minority, Women and Emerging Small Business Activity Report".

4. *Section 3 - Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds \$100,000 the funded activity leads to construction i.e. engineering, program management etc.)*

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract

with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- G. Contractor shall complete the required Section 3 report Form 60002, included as Exhibit 5C of the CDBG Grant Management Handbook and submit the completed form to the city / county grant recipient with the final construction pay estimate for the project.

5. *Prohibition on the Use of Federal Funds for Lobbying*

As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed (Contractor) \_\_\_\_\_

Title / Firm \_\_\_\_\_

Date \_\_\_\_\_

## Activity Report

### Minority Women and Emerging Small Business

The **report** on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts / subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD 60002 to report employment and training opportunities data. Form HUD 2516 is to be completed for public and Indian housing and most community development programs. Form HUD 60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor / subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms “low-income persons” and “very low-income persons” have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

## Activity Report

### Explanation of Codes

**1. Grantee:** Enter the name of the unit of government submitting this report.

**3. Contact Person:** Enter name and phone of person responsible for maintaining and submitting contract / subcontract data.

**7a. Grant Number:** Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

**7b. Amount of Contract / Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number was provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

**7c. Type of Trade:** Enter the numeric codes (see table below) which best indicates the contractor's / subcontractor's service. If subcontractor ID number was provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education / training activities.

**7d. Business Racial / Ethnic Code:** Enter the numeric code (see table below) which indicates the racial / ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial / ethnic category, enter the code that seems most appropriate. If the subcontractor ID number was provided, the code would apply to the subcontractor and not to the prime contractor.

**7e. Woman Owned Business:** Enter Yes or No.

**7f. Contractor Identification (ID) Number:** Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract / subcontract awarded.

**7g. Section 3 Contractor:** Enter Yes or No.

**7h. Subcontractor Identification (ID) Number:** Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

**7i. Section 3 Contractor:** Enter Yes or No.

**7j. Contractor / Subcontractor Name and Address:** Enter this information for each firm receiving contract / subcontract activity only one time on each report for each firm.



**Part II: Contracts Awarded**

## 1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

## 2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

**Part III: Summary**

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- ☐ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- ☐ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- ☐ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- ☐ Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.



Form HUD-60002, **Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.**

**Instructions:** This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.\* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

- HUD Field Office: Enter the Field Office name .
1. Recipient: Enter the name and address of the recipient submitting this report.
  2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
  3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
  - 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
  6. Reporting Period: Indicate the time period (months and year) this report covers.
  7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

**Part I: Employment and Training Opportunities**

**Column A:** Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

**Column B: (Mandatory Field)** Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column C: (Mandatory Field)** Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column D:** Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

**Column E:** Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

**Column F: (Mandatory Field)** Enter the number of Section 3 residents that were trained in connection with this award.

**Part II: Contract Opportunities****Block 1: Construction Contracts**

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program.

**Item B:** Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

**Item D:** Enter the number of Section 3 businesses receiving awards.

**Block 2: Non-Construction Contracts**

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program.

**Item B:** Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

**Item D:** Enter the number of Section 3 businesses receiving awards.

**Part III: Summary of Efforts – Self -explanatory**

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

\* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

## **Attachment D – Josephine Community Library Facilities Master Plan**

The library Facilities Master Plan, published February 2019, is available at

[https://josephinelibrary.files.wordpress.com/2019/03/190301\\_josephinelibrarymasterplan-lores.pdf](https://josephinelibrary.files.wordpress.com/2019/03/190301_josephinelibrarymasterplan-lores.pdf)

The Illinois Valley Library building assessment starts on page 127.

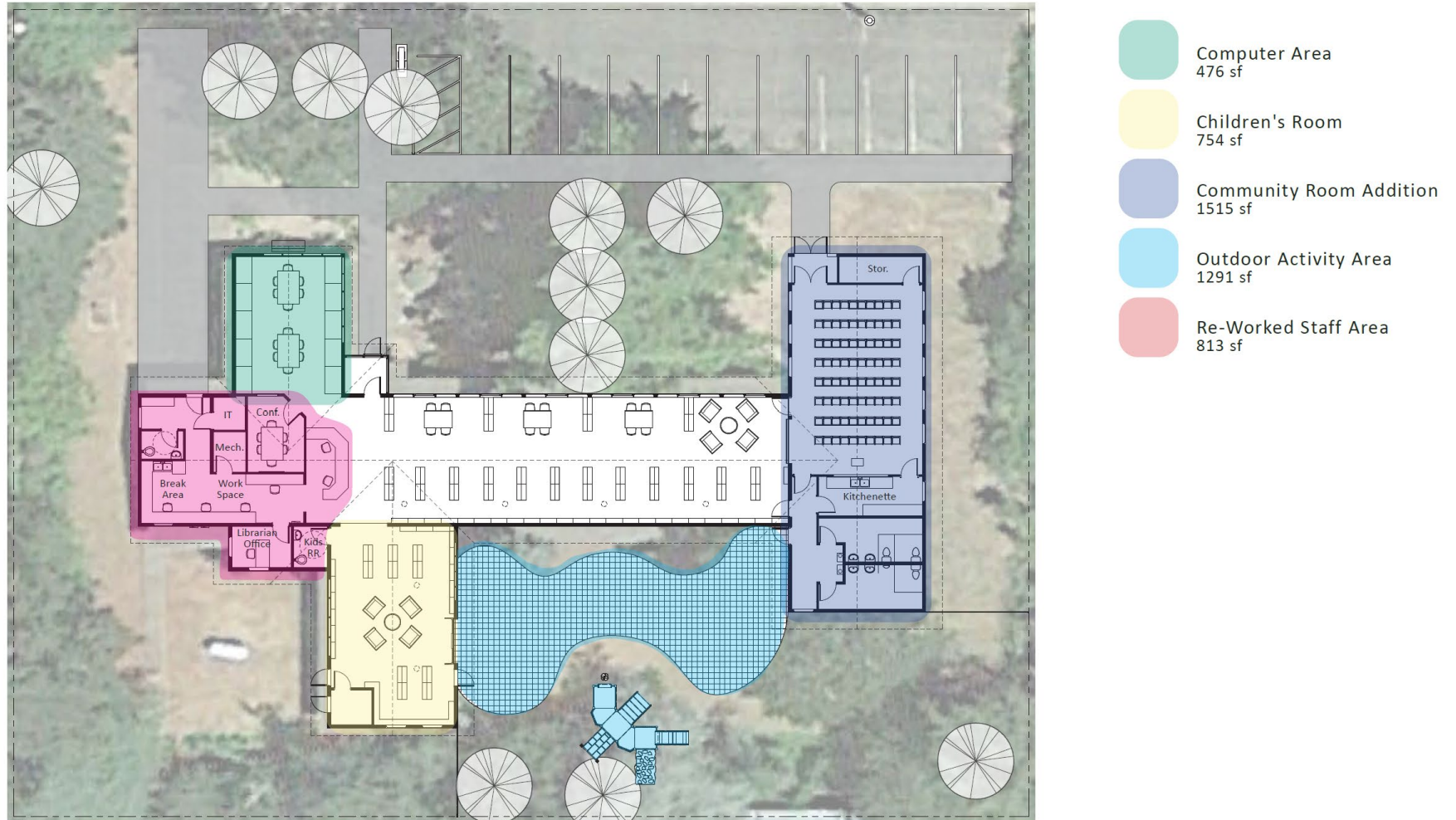
## **Attachment E – Concept Plan and Construction Project Elements**

The final concept plan for the Illinois Valley Library Renovation shows the site drawing and two renderings. It also includes construction project elements for the renovation and the addition.

# ATTACHMENT E. CONCEPT PLAN AND CONSTRUCTION PROJECT ELEMENTS

for the Illinois Valley Library Renovation

Illinois Valley Library, 209 W. Palmer Street, Cave Junction, OR 97523









# Illinois Valley Library Addition and Renovation

## Project Elements and Specifications

### Project Summary

Description	Quantity	Unit
Domestic Water Piping	200	Linear Foot
Sanitary Piping	200	Linear Foot
Storm Sewer Piping	150	Linear Foot
New Toilet & Accessories	4	EA
New Sink	8	EA
New Drinking Fountain	2	EA
New Urinal	1	EA
New Exhaust Fan	4	EA
Toilet Compartments	3	EA
Projector & Screen	1	EA
New 4-Ton HVAC Unit & Controls	1	EA
New Electrical Meter and Panels	1	EA
New Electrical Wiring and Conduit	5900	Square Foot
New Lighting	1750	Square Foot

## Building Part: Renovation

Description	Detail	Quantity	Units
<b>Demolition &amp; Asbestos Abatement</b>			
TPO / Comp / Metal Roof Demo	Roof Replacement	5200	Square Foot
Soft Demolition	Throughout	11000	Square Foot
Abatement	Throughout	4200	Square Foot
<b>Foundation / Floor Construction</b>			
Spread Footings for Columns / Holdown	At North Window Wall	4	Each
Concrete Repair & Patching	At Brace Frames	400	Square Foot
New Floor Finish - Carpet	Throughout	4200	Square Foot
Shear Wall Footings - Wood Walls	Footings at Frames	60	Linear Foot
<b>Wall Construction</b>			
Structural Steel Frame	At North Window Wall	2	EA
Interior Wall Finish Repair	Throughout	6500	Square Foot
Painting of Wall	Throughout	6500	Square Foot
Painting of Wall	Exterior	3500	Square Foot
New Windows - Storefront	Entry/Childrens	150	Square Foot
New Interior Partition Wall		1000	Square Foot
Solar Window Film	Media Center Windows	200	Square Foot
New Overhead Door	Children's Area	1	EA
New Cove Base		400	Linear Foot
Casework	Children's Area Shelves	75	Linear Foot
Casework	Counters & Circ Desk	100	Linear Foot
<b>Roof Construction</b>			
Diaphragm Attachments - Out-of-Plane	CMU Walls to Roof	400	Linear Foot
Diaphragm Attachments - In-Plane Shear	CMU Wall & Frames	400	Linear Foot
New Roof Sheathing	Roof Replacement	5200	Square Foot
New 3" polyisocyanurate rigid insulation	(2) 3" layers	8400	Square Foot
New Composite Roof Shingles	Roof Replacement	5200	Square Foot
New Suspended Ceiling	Lobby/Staff Area	1000	Square Foot
New Drag Beam Attachments	To Braced Frames	4	EA
New Wood Beams	To Braced Frames	60	Linear Foot
Solar Tube Install	Additional Natural Lighting	12	EA



## Building Part: Community Room Addition

Description	Detail	Quantity	Units
<b>Site Prep &amp; Demolition</b>			
Excavation		1750	Square Foot
Site Prep for Courtyard		2200	Square Foot
Tree Removal		1	EA
Site Fencing		40	Linear Foot
Sidewalk Demolition		250	Square Foot
Soft Demolition	At Existing Library Wall	150	Square Foot
<b>Foundation / Floor Construction</b>			
New Slab-On-Grade Foundation		1750	Square Foot
Perimeter Strip Footing		200	Linear Foot
Concrete Sidewalk		250	Square Foot
New Floor Finish - Carpet		1055	Square Foot
New Floor Finish - Vinyl		575	Square Foot
Outdoor Courtyard - Paver		2200	Square Foot
<b>Wall Construction</b>			
New Exterior Wall - Insulated		1400	Square Foot
Exterior Finish Installation		1400	Square Foot
New Interior Partition Wall		1100	Square Foot
Interior Wall Finish Installation		2200	Square Foot
New Windows - Storefront		110	Square Foot
New Overhead Door		1	EA
New Wood Door		7	EA
New Hollow Metal Door		7	EA
Painting of Wall		5000	Square Foot
New Cove Base		400	Linear Foot
New Acoustic Wall Panel		400	Square Foot
Casework		25	Linear Foot
New FRP at Walls		600	Square Foot
<b>Roof Construction</b>			
New Roof Structure Framing - Wood Framing		2200	Square Foot
New Batt Insulation in Attic		1630	Square Foot
New Composite Roof Shingles		2200	Square Foot
New 3" polyisocyanurate rigid insulation	(2) 3" Layers	240	Square Foot
New Roof Sheathing		2200	Square Foot
New Gypsum Ceiling		1750	Square Foot
New Acoustic Ceiling Panel		500	Square Foot
New Wood Beams		110	Linear Foot