

**AGREEMENT FOR
FACILITIES ASSESSMENT SERVICES
(Yamhill County and SERA Architects, Inc.)**

THIS AGREEMENT ("Agreement"), is made between **Yamhill County**, a political subdivision of the State of Oregon ("County") and the **SERA Architects, Inc.**, an Oregon corporation located at 338 NW 5th Ave., Portland OR 97209 ("Contractor")

RECITALS:

- A. County, through its Board of Commissioners, has determined the need for a strategic capital plan for addressing County facility needs. and that it is necessary for County to contract with a qualified consultant with training and expertise in providing such capital planning services (the "Project").
- B. County has budgeted funds to perform the Project. County conducted a competitive process to select the most qualified consultant to provide the services described herein.
- C. Contractor was the most qualified proposer and is qualified to provide the required professional facilities assessment services and to perform the other related duties required by County and imposed by this Agreement. County and Contractor desire to enter into this Agreement and County is authorized to enter into this Agreement under ORS 203.010(3). NOW, THEREFORE

AGREEMENT:

In exchange for the promises and other consideration as set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **Services of Contractor.** Contractor agrees to perform the following services (the "Services"), in accordance with and as detailed in County's request for proposals and Contractor's response in the form of a "Proposal for Strategic Capital Planning Services", dated September 13, 2021, which is contained in Exhibit A, which is attached hereto and incorporated herein by this reference. Any additional work beyond the Services may be negotiated individually at Contractor's hourly rate or at a negotiated project rate.
2. **County's Duties.** If any Services are provided at County offices, County shall provide the office space, terminals, telephone, office equipment, office furniture, computer hardware and software, and fixtures necessary to perform Services.
3. **Independent Contractor.** Contractor is engaged hereby as an independent contractor, and will be so deemed for purposes of the following:
 - a. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Agreement. County will not withhold any state or federal income taxes from payments owed Contractor.
 - b. As an independent contractor, Contractor acknowledges and agrees that Contractor is not entitled to any benefits granted to County employees. Without limitation, but by way of illustration, the benefits which are not granted to Contractor include 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, except as otherwise required by law.

B.O. 21-456

c. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Contractor has the assistance of other persons in the performance of this Agreement, Contractor will qualify and remain qualified for the term of this Agreement as a carrier-insured employer or a self-insured employer under ORS 656.403 et. seq.

4. Compensation; Payment Schedule. Unless previously terminated in accordance with Section 8, Contractor will provide the Services for a total fee of \$95,430.00, inclusive of reimbursable expenses. Contractor shall be compensated in the amount of the total fee for Services rendered under this Agreement, which amount shall also be the maximum not-to-exceed amount to be paid under this Agreement unless this Agreement is amended or extended in a writing signed by both parties. The above rates are inclusive of any per diem rates described on Exhibit A. Any expenses incurred by Contractor in the performance of the Services under the terms and conditions of this Agreement not specifically provided for herein shall be the sole and separate responsibility of Contractor, unless preapproved in writing by County. The only compensation due Contractor is specifically stated in this Agreement. Upon request of County, but in no event less frequently than monthly, Contractor will provide written documentation of completed and ongoing tasks, hours and deliverables. Contractor shall submit monthly invoices by 25th of the month and, following receipt, review and approval of such invoices (in its sole discretion), County will issue monthly checks on approximately the 1st or 15th of each month or on the dates that best coincide with the County's standard billing cycle.

5. INDEMNIFICATION. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND EACH OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE OF THE SUBJECT WORK AND SERVICES UNDER THIS AGREEMENT OR CREATED BY ANY ACT OR ERROR OF A VENDOR, SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE INDEMNIFICATION OF YAMHILL COUNTY FOR LIABILITY ATTRIBUTABLE TO YAMHILL COUNTY'S SOLE NEGLIGENCE.

6. Insurance. Contractor, at Contractor's own expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):

- a. Workers' Compensation Insurance in compliance with statutory requirements;
- b. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$2,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$3,000,000;
- c. Professional Liability Insurance, including Errors and Omissions coverage, with a per claims made and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by County or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to the Project work or services provided under the Agreement. This coverage must remain in place during the duration of this contract and shall remain continuous for up to three years from the date of the contract; if cancelled, an extended reporting period must be purchased for up to three years from the date of the cancellation.
- d. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the Services.

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. At County's request, Contractor shall furnish County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

The Commercial General Liability and Commercial Automobile Liability shall (i) name County, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of County and that any insurance maintained by County is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

7. Private Business. Contractor shall not operate any private business from any County property, nor shall Contractor utilize any County property for Contractor's private business, except to perform the Services described in this Agreement, however, phone calls received or made by Contractor using County equipment and while on County property shall be allowed only on an emergency, occasional basis. If a long distance telephone call is made on an emergency, occasional basis, it shall be charged to Contractor's private business telephone number or credit card.

8. Term; Termination; Default.

a. Term. Unless terminated in accordance with subsection (2), the term of this Agreement is from October 28, 2021 through October 28, 2022 and supersedes any prior agreements between the parties. Upon mutual written agreement of the parties this Agreement may be extended for up to two (2) additional one year terms.

b. Termination. Either party may terminate this Agreement on thirty (30) calendar days written notice to the other party. In addition, in the event County no longer receives funds adequate to enable it to continue this Agreement, it will provide written notice of immediate termination of this Agreement to Contractor. Upon issuance of notice, this Agreement is terminated. However, any obligations existing at the time of termination will survive termination. Contractor shall not make expenditures, enter into agreements, or encumber funds in its possession, or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County. Termination shall not excuse liabilities incurred prior to the termination date.

c. Default. If Contractor defaults in the performance of any of its material obligations under this Agreement for a period of thirty (30) days after the County sends notice of such default to the address on this Agreement, County may, at its option, terminate the Agreement, such termination to be effective immediately upon expiration of the thirty day notice period; provided, however, that in the event Contractor provides written notice to County that the default cannot reasonably be cured by Contractor within said thirty (30) day period and the Contractor provides written certification that it is, in good faith, endeavoring to cure said default, then the thirty (30) day cure period shall be extended for an additional reasonable period to allow for such cure, but any such extended period shall not exceed 30 additional days, unless otherwise mutually agreed in writing by both County and Contractor.

9. Confidentiality. Contractor acknowledges that Contractor may, in the course of its performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County's clients. Any and all (i) County or County client information, (ii) information provided by County and marked confidential, or (iii) information identified as confidential in a separate writing, that becomes available to Contractor in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from Contractor's use of the Confidential Information are also deemed Confidential

Information. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of Contractor's own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. Contractor agrees that, upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers and other matter in Contractor's possession that embody Confidential Information.

10. Compliance with Applicable Laws; Compliance with Tax Laws. Contractor agrees to comply with the rules and regulations of County, applicable state and federal regulations and all other provisions of state and federal law relating to Contractor's performance of Services under this Agreement. To the extent applicable Contractor certifies it shall comply with all applicable Public Contract Laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and 279C.580 (3) and (4). ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and ORS 279C.580(3) and (4) are incorporated into this Agreement by reference. Contractor will provide services to County clients without regard for race, color, creed, religion or national origin in compliance with Title IV, Civil Rights Act, 1954. Further, Contractor certifies compliance with the tax laws of the State of Oregon or a political subdivision of the state, including ORS 305.620 and ORS Chapters 316, 317 and 318.

11. Subcontracts; Assignment. Contractor shall not enter into any subcontracts for any of the Services required under this Agreement without County's prior written consent. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld).

12. Governing Law; Jurisdiction; Venue. This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of Oregon without regard to its conflicts of laws rules. Any claim, action, suit or proceeding between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Oregon for Yamhill County. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THIS FORUM IS AN INCONVENIENT FORUM.

13. Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

14. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

15. Attorney Fees. In the event of legal suit or action, including any appeals therefrom, brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions under this Agreement, each party shall pay their own attorney's fees and costs incurred in the suit or action, including investigation costs, expert witness fees and all costs of depositions.

16. Severability. If any term of this Agreement is held to be invalid or unenforceable, it shall be severed from this Agreement and the balance of the Agreement shall be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

17. No Third Party Beneficiaries. Except as expressly provided herein, nothing contained in this Agreement is intended, nor shall it be construed to create rights for the benefit of third parties.

18. Certification of reading and understanding of documents; Precedence. The Contractor certifies it has read and fully understands all Contract Documents including Solicitation Documents and terms and conditions. The Contractor understands and acknowledges that in signing this Agreement the Contractor waives all rights to plead any misunderstandings regarding the same. **In the event of a discrepancy or inconsistency between Contractor's Proposal or any other contract document including this Agreement, this Agreement shall take precedence.**

19. Exhibits and Recitals. All exhibits and schedules referenced herein are incorporated herein. The recitals set forth above are incorporated into this Agreement as a material and substantive part of this Agreement.

20. Time is of the Essence. Time is of the essence in the performance of this Agreement. However, if the Contractor is delayed by causes outside its control, any governing schedule shall be extended by a reasonable time.

21. Status of the Project Supervisor. Justin Hogue, Business Services Director, is the Project Supervisor (the "Supervisor"). The Supervisor or his designee shall perform technical inspections of Services and shall have authority to stop the Services whenever such stoppage shall be necessary to insure proper execution of the Agreement. The Supervisor or his designee may reject all Services and materials that do not conform to the Agreement and shall decide questions that arise in the execution of the Project Services. The Supervisor has authority to reject or accept the Project Services.

22. Prohibition of Discrimination. In hiring employees or subcontractors for performance of Services under this Agreement neither Contractor, any subcontractor or any other person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap or sex discriminate against a person who is qualified and available to perform Services to which employment relates.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth adjacent to their signatures below.

CONTRACTOR



Print Name/ Title _____

Rebecca Epstein, Principal

Date: 11/1/2021

SS# /Tax ID#: 93-0723380

YAMHILL COUNTY, OREGON



MARY STARRETT, Chair

Board of Commissioners

Date: 11/9/21

Accepted by Yamhill County
Board of Commissioners on
11/9/21 by Board Order
21-456

APPROVED AS TO FORM

By: Ch Boenisch
CHRISTIAN BOENISCH
County Counsel

Kenneth Huffer
KENNETH HUFFER,
County Administrator
Date: 11/10/2021

Accepted by Yamhill County
Board of Commissioners on
11/9/21 by Board Order
3.0. 21-456

Exhibit A

YAMHILL COUNTY

STRATEGIC CAPITAL
PLANNING SERVICES

SEPTEMBER 14, 2021

SERA

B.O. 21-456
Exhibit "A"
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September 14, 2021

Yamhill County Board of Commissioners
Justin Hogue, Business Services Director
535 NE 5th Street
McMinnville, OR 97128

SERA

Re: Proposal for Strategic Capital Planning Services, Yamhill County

Dear Mr. Hogue:

We are excited about the possibility to continue our working relationship with Yamhill County, by developing a strategic capital plan that builds upon the space needs analysis and facility condition assessment prepared by SERA Architects last year. Not only does SERA have an intimate knowledge of the County's needs and existing conditions, we have the depth of experience on similar planning efforts, with clients such as Clackamas County, Bonneville Power Administration, the Department of Administrative Services for the State of Oregon, and Metro's Oregon Convention Center. We also have a team of individuals leading the effort who have specific knowledge of not only your community, but also a knowledge of the process for strategic financial planning and cost estimating in these uncertain times.

From principals to job captains, SERA is well known for strong team members. We row together and are dedicated to making the project experience and outcomes relatable for all. We spend time listening, getting to know our clients and what the project is about. Our project deliverables are about and for you, the citizens and leaders in Yamhill County.

SERA as a 'Resident Proposer' of the State of Oregon is ready to begin this effort immediately and can accommodate your timeline, with the staff identified. Project Manager, Chris Meigel, will be the point of contact for the project. We appreciate your consideration of our proposal and look forward to working with you.

Sincerely,

SERA Architects, Inc.



Becky Epstein, LEED AP
Principal in Charge



Chris Meigel, LEED AP
Project Manager

SERA ARCHITECTS
338 NW 5TH AVENUE
PORTLAND, OR 97209
T 503.445.7372
F 503.445.7395

SERADESIGN.COM



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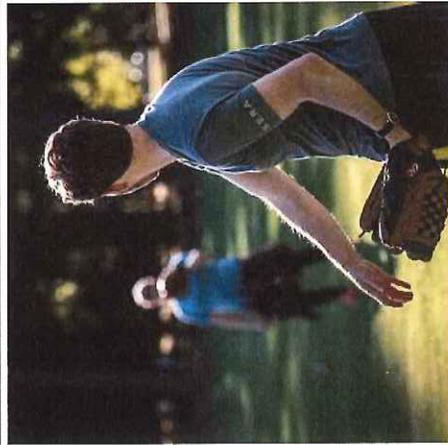
Resumes

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185

**DESIGN
PROFESSIONALS**

ARCHITECTS
INTERIOR DESIGNERS
URBAN PLANNERS
LANDSCAPE ARCHITECTS



100%
EMPLOYEE OWNED



58
LEED ACCREDITED
PROFESSIONALS

53
YEARS IN BUSINESS
PORTLAND 1968
BAY AREA 2015



With 53 years of experience, SERA is a multidisciplinary firm committed to design that enriches lives by strengthening the identity and livability of communities.

We are proud to be recognized for translating diverse challenges into designs that respond to our clients' needs, budgets and specific site conditions.

SERA's work is rooted in collaboration, iteration and timeless designs, rather than a preconceived idea. Our clients benefit from a holistic design process that results in long-term economic benefits, healthier people and stronger communities. We provide a wide-range of services including feasibility studies, master planning, building evaluations, design, contract administration for new buildings and renovations, and post occupancy optimization.

We are a 100% employee-owned, multidisciplinary firm. With a staff of 185 delivering projects in architecture, interior design, urban design and planning, supported by in-house landscape architecture, technology, visualization and sustainability resource groups.

Understanding the Project

The Yamhill County's Strategic Capital Plan will be another step in the journey to enhance public services, and we would be proud to continue to be part of that effort. The SERA team has a deep portfolio of facility master planning projects, including the completion of many plans for municipal, county, state and federal clients. The success of these plans is attributed to SERA's ability to find the right balance between framework and flexibility so that changing input from elected officials, technology, or changes in service delivery models can be accommodated to enhance the strategic future needs of the County.

We are strategic thinkers, but not only do we focus on the strategic nature of space planning, we understand the value of capital planning and the impact it plays on the long-term decisions Yamhill County is currently facing. The County's population is growing, service delivery is changing to meet new demands, and the buildings are challenged to support changes. Solving these demands holistically - strategically, can improve your staff's productivity and breath new life into your building portfolio.

Our first exercise will be to discuss the project understanding together and confirm the County's motivation, assumptions, and deliverable expectations so we can create the foundation for a successful project. Understanding your big picture is a first step for us in building the relationship and the workflow for the project. We have the capacity to service various schedule strategies and complete the plan in the next six months.

Methodology

Our approach is to lead the County's stakeholders through a project process that is:

- **Exploratory and iterative:** listening to you and conveying it back what we hear
- **Purposeful and creative:** integrating your feedback and facility mission
- **Organized and candid:** planning time for decision making and stakeholder involvement

We follow Best for Project Behavior, a vision that we have honed over the years and strive daily to exhibit and teach in our work. We check our egos at the door and work hard to provide high quality, responsible design solutions, trusted advice and team unity.

Best for Project Behavior starts with us acquiring a thorough understanding of your expectations and your project assumptions—repeating back what we think we have heard and gaining an understanding of what you need to make the facilities plan successful. We will ask a lot of questions to gain an understanding of the big picture.

We will use our expertise and knowledge of working with other counties and clients to provide benchmarking and examples of how other counties chose to address their facilities and future—needs all so you can explore all the options and select the right approach for Yamhill County.

We will be a strategic team player to ensure communication flows, is helpful and remains positive. We will bring energy, patience and preparation to meetings, and work with Yamhill County to establish a micro and macro schedule so you can keep stakeholders informed and engaged.

Scope of Work

TASK 1: Inventory & Analysis

Objectives and Criteria—Develop and refine the project's objectives and criteria with the County stakeholders. Analyze the Owner's objectives and criteria with respect to the opportunities of the site and other program elements.

Deliverables: Two (2) Meetings with stakeholders, resulting in a written narrative identifying the refined objectives and criteria for the Project.

Base Mapping & Site Context—Create a map of significant existing conditions of the sites, which will include building footprints, circulation systems and right of ways, approved land use patterns, and proximate development.

Deliverables: Underlying site map and series of overlays in 2D model and print form (.rvt and .pdf) which reflect the land utilization, structure placement, access, circulation, and parking.

Site Analysis—Analyze the Sites to determine the net developable area, based upon the previous space needs information gathered. Analysis may consist of on-site observations, topographical analysis, analysis of deed, zoning and other legal restrictions, studies of optimal site orientation, and constructability.

Deliverables: A workshop to discuss initial analysis of the Base Map and Site Context and its impact on the objectives and criteria. Followed by a meeting to review refined analysis. Site plan diagrams reflecting the opportunities and constraints for each study area.

Governmental Authorities Research/Analysis—Research, obtain and analyze applicable regulatory and real property information from governmental authorities having jurisdiction over the Project, including parking, zoning and design requirements and determine their impact on the Project.

Deliverables: Two (2) meetings with staff to review initial findings and then initial analysis. Two additional map overlays indicating zoning, site development and parking requirements. Report indicating design requirements and impact on Project.

TASK 2: Preparation of Design Alternatives

Site Development Planning—Based upon the Inventory and Analysis in Task 1, the team will prepare conceptual Site development drawings and a report for the County's use:

Site Utilization Design Alternatives—Prepare a maximum of three (3) Site utilization design alternatives based upon the conclusions of the detailed Site utilization analysis. Each alternative will indicate proposed building, use, access and parking. Each alternative will be studied as to end state condition with proposed phasing or swing space. Each alternative will be accompanied with a project cost forecast.

Deliverables: Two (2) meetings will be held to review the progress of the design alternatives. Each design alternative will be indicated in site plans indicating various criteria and objectives of the planning effort including utilization and site development.

Report Out—Prepare a report for the Owner containing the three design alternatives and recommendations for Site development and utilization.

Deliverables: Report, combining Task 1 and Task 2 findings. The report will be issued in Draft and Final form for the County's review and approval. Deliverables include a PowerPoint presentation deck, site plan diagrams and analysis material, and a report with details of the analysis material.

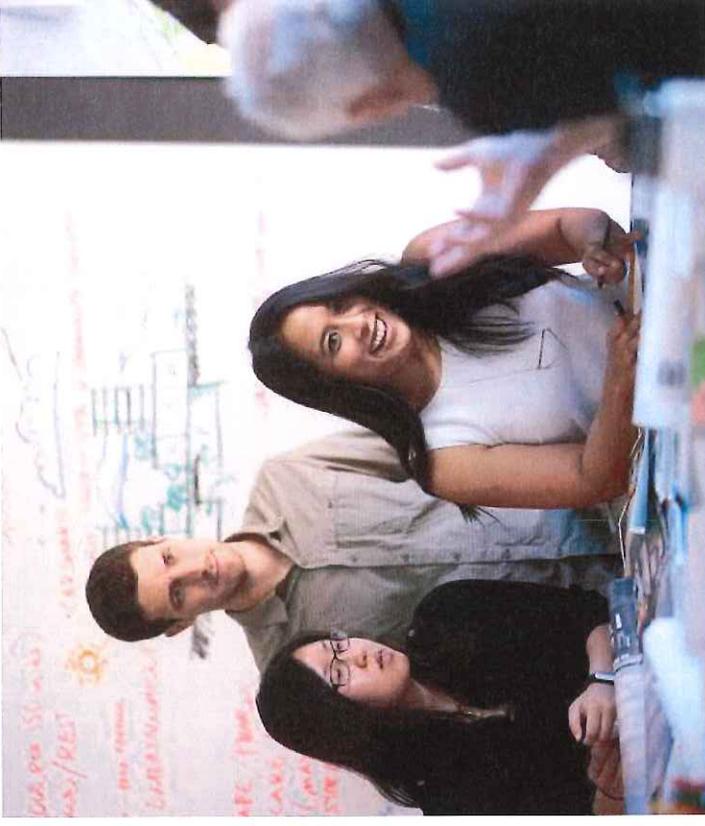
Presentations—Present design alternatives to stakeholders, or other interested entities as directed by the County.

Deliverables: Two (2) presentations, to staff and leadership to share the overall findings of these planning efforts.

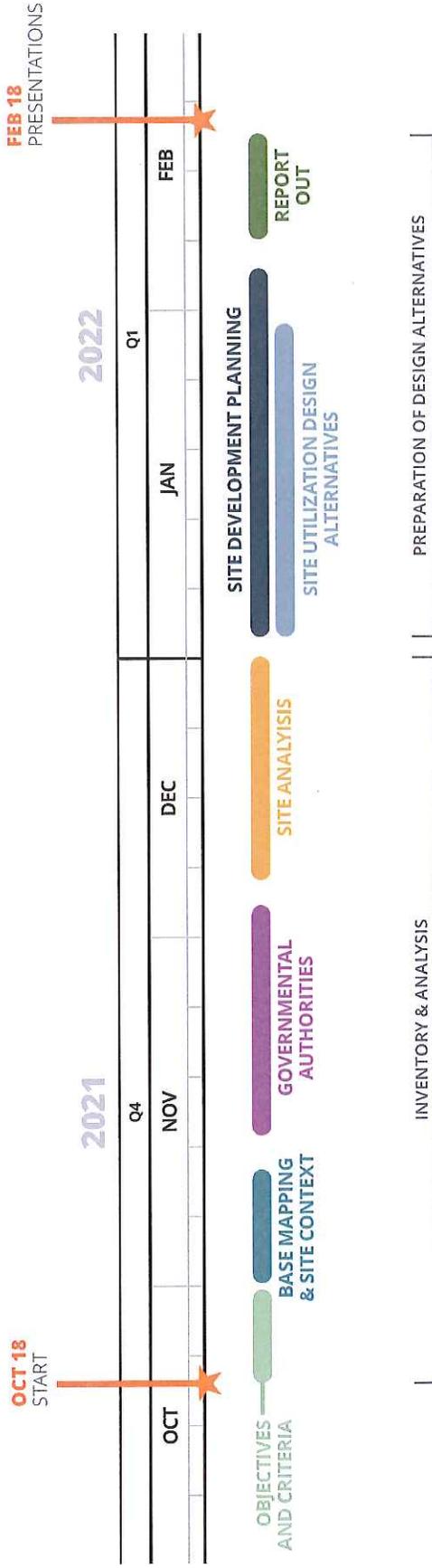
Timeline

We expect Task 1 to take approximately 8-12 weeks and Task 2 to take approximately 6-8 weeks to complete.

This is based upon the assumption of starting work in October of 2021.



Project Schedule



Qualifications

SERA Architects, Inc.

SERA started in Portland in 1968 as a work collective called the Design Collaborative, a group of design-oriented firms. From these roots, our work expanded with the growth of the city. We moved into a renovated historic building in 1970, became SERA (an acronym from the founders' names), and demonstrated the way to preserve our city's vital historic buildings through adaptive reuse.

When working with public agencies, we understand how important it is to design spaces that are safe and inviting for the community, as well as fiscally responsible and easily maintained. We acknowledge that the taxpayer is always present at the table, and we enjoy getting to know the concerns and drivers of public agencies, as well as fostering long-term relationships.

SERA is known for exceptional service and responsible designs. Our long standing client relationships and reputation reflect our dedication to our firm, staff, clients and projects. Our public studio team members understand the unique goals, needs, objectives and constraints under which government agencies work.

DCW Cost Management

DCW Cost Management is one of SERA's trusted partners and frequently collaborates with our designers. Integral to providing fiscally-responsible design solutions is understanding how much the lines we draw cost. Trish Drew and her team work united with our team from early in the process to give guidance and real-time cost input. DCW will provide cost forecasts for proposed alterations and improvements.

DCW Cost Management is an independent third-party cost consultancy, providing managed solutions through cost advice for their clients who are investing in infrastructure, property maintenance and construction development. Because they are embedded in the regional construction community, they deliver costs that are reflective of the market and are detailed using a clear, efficient construction development perspective. They have a proven track record of providing accurate cost planning and cost control services.

Experience with Facilities Master Plans & Assessments

Strategic facility planning and space needs programming provides municipalities with a proactive approach to balance the demand for services with space and budgetary limitations.

Facilities, new or renovated, require a sizeable capital investment and ongoing maintenance; programming sets the stage to ensure a good return on this investment. The size and functions of a building affect the ability to deliver services efficiently and effectively. Strategic decisions concerning how and what to build need careful, informed planning. More importantly, these plans are not static and require iterative feedback over time to support the fluctuations of each department's service delivery model.

SERA has a proven track record of working successfully in the public realm providing integrated architecture, interior design, and urban planning expertise to provide a holistic big picture framework for municipalities to execute over time. In addition, SERA understands the intricacies of working with existing site and building limitations, while maximizing functional relationships and maintaining future flexibility. The end result makes the most of available facilities and resources for current needs, while planning for short- and long-term space requirements.

We have worked with city and municipal agencies throughout the region providing this type of strategic planning for a variety of building types and sizes, including city halls, general offices, permitting and customer service centers, community and aquatic centers, maintenance and support facilities, public safety facilities and courthouses. For example, our 20-year relationship with Clackamas County started with a facilities master plan which assessed their building stock, projected future needs and assisted in the selection of a centralized campus for service delivery to their constituents using their Master Plan as a roadmap for their future.



SERA's experience and process will provide informed planning and project prioritization to help the County proceed confidently with your long-term visions.

Yamhill County Needs Assessment | McMinnville, OR



BENEFITS + OPPORTUNITIES FOR EXPANSION
LEGEND
 Opportunity to improve and expand existing facilities
 Opportunity to replace existing facilities with new buildings
 Opportunity to build new facilities on vacant land

In 2020, Yamhill County selected SERA to perform two efforts assisting them with future asset planning: an existing facilities assessment of their 22 buildings in McMinnville and a Space Needs Analysis of all 17 of the County's service departments.

The facilities assessment was based on the detailed requirements of the ASTM E2018-15 **Standard Guide for Property Condition Assessments** and each building was reviewed, scored and assigned an estimate of probable cost to repair or replace provided for each identified deficiency. Our team also provided ASCE 41-13 **Tier 1 Seismic Evaluations** on the jail and Courthouse buildings.

Our assessment found that many of the buildings had equipment that was at the end of its useful life and becoming harder to maintain. Beyond the systems we were able to identify many challenges with meeting accessibility requirements.

From the Space Needs Analysis we determined that the department did not need more area to accommodate their programs, they needed a more efficient floor plate that were conducive to office layouts.

SERA proposed multiple options ranging from swapping buildings between department and building new to accommodate the County's desired adjacencies and termination of leased facilities.

CLIENT	Yamhill County
CONTACT	Joe Moore, Facilities Manager
PHONE	503-434-7471
DATES OF PERFORMANCE	11/2019 - 07/2020
RELEVANT TEAM MEMBERS	Becky Epstein, Chris Meigel, Cassandra Tyler

Clackamas County—Facilities Master Planning | Oregon City, OR



In 1998, SERA worked with Clackamas County to develop a comprehensive Facilities Master Plan to assess county building conditions, operational efficiencies and the potential for improved customer service delivery through the co-location of services. We worked closely with a Steering Committee comprised of County department heads and citizens. More than 50 of the County's buildings (totaling 265,000 net sf) were analyzed for consolidation of County departments that have centralized functions. Departments were interviewed to define staff counts and projected growth and we conducted a use-analysis of existing facilities, configuration, and workflow.

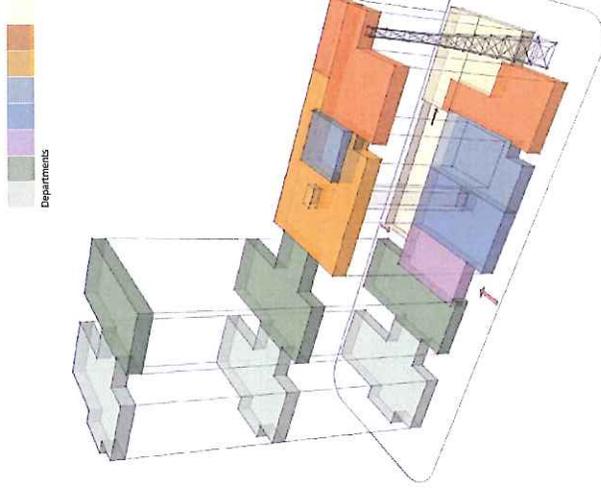
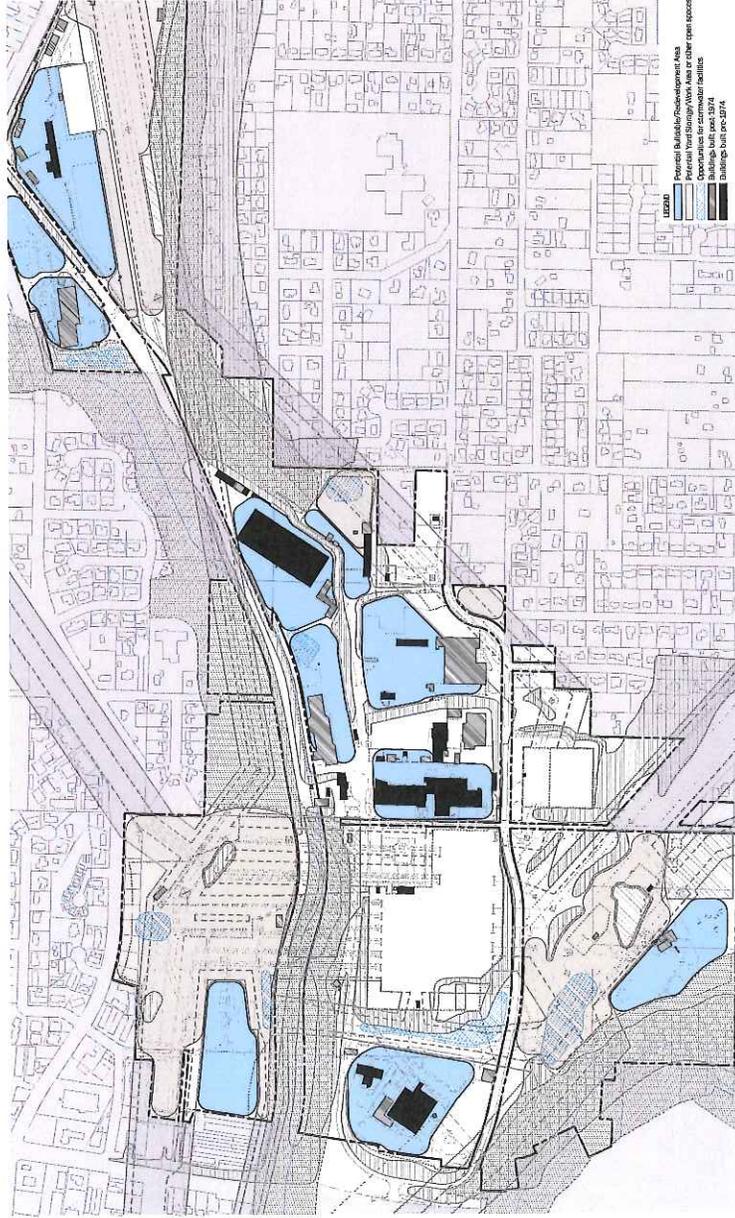
A continuation of the previous Clackamas County study for space needs, the Red Soils Campus Master Plan supports the consolidation of all of Clackamas County's facilities on the Red Soils site, a 57-acre pedestrian-oriented campus. Key design elements include requirements that all buildings meet a minimum of LEED Silver certification, incorporate pedestrian and bicycle circulation, and be sited facing a central public plaza, to serve as a gathering place for the community.

Since the adoption of the county-wide master plan in 2006, SERA has worked with the County to develop:

- Red Soils campus central plaza
- 125,000 sf four-story Development Services office building and conference center with 55,000 sf of underground structured parking
- Central Utility Plant and Utilidor
- Relocation of Dog Control to a rural location
- Remodel of the Courthouse and Holman Building in downtown Oregon City
- Brooks Building renovation for Public Safety Operations and the Sheriff's Office
- Evidence and Crime Lab renovation

CLIENT	Clackamas County
CONTACT	Jeff Jorgensen, Facilities Division Director
PHONE	503-734-6248
DATES OF PERFORMANCE	1998 - 2019
RELEVANT TEAM MEMBERS	Becky Epstein, Chris Meigel, Cassandra Tyler

Bonneville Power Administration—Ross Complex Strategic Framework Plan | Vancouver, WA



This strategic plan focused on re-envisioning a 270 acre campus for a federal agency to better manage heavy fleet trucks, staff and service vehicles, pedestrians while optimizing the use of existing historic buildings and reducing lease space office campus.

From 2014 through 2020, SERA worked with Bonneville Power Administration (BPA) to prepare a Strategic Framework Plan (SFP) and subsequent updates to the Ross Complex. The intent of the SFP was to create stronger linkages across functions on the diverse campus; of office and technical support spaces with improved multi-modal circulation, code compliance, design standards and stormwater conveyance. The team compiled the data and studies into a plan that created functional districts based on existing infrastructure, work affinities, security needs and placemaking principles, which provided clarity for circulation and proposed relationships to reinforce the BPA culture, and to request funding for the build out over a 10 year timeline.

CLIENT	Bonneville Power Administration
CONTACT	Thane J. Miller, Facilities Program Manager, BPA Planning & Projects, NWM
PHONE	503-230-5217
DATES OF PERFORMANCE	2014 - 2020
RELEVANT TEAM MEMBERS	Becky Epstein, Chris Meigel

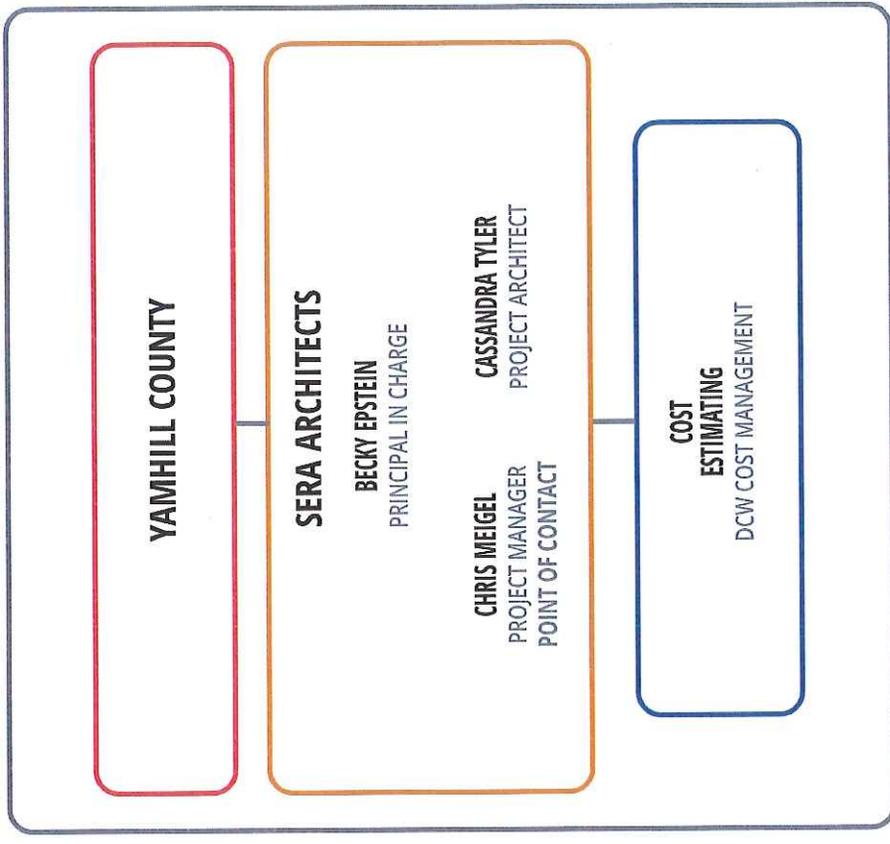
Team Organization

When pursuing each project, we carefully consider the firm's overall workload and availability of the most appropriate team members. Our team will work closely with you on all aspects of the Strategic Capital Planning Services to achieve your expectations. **SERA's core staff identified in this proposal will be supported by additional team members to reinforce our Quality Control/Quality Assurance program, and subject matter experts for historic buildings;** and if desired by the County, virtual reality, Building Information Modeling (BIM) or sustainable design strategies.

DCW Cost Management is a trusted partner of SERA and is a collaborator with our designers/planners. Integral to providing fiscally responsible design solutions is understanding how much the lines we draw cost. Trish Drew and her team work hand in hand with our team from early in the process to give guidance and real time cost input.

Org Chart

SERA's core team members are highly experienced and have worked together for many years. These team members will be joined by DCW Cost Management to provide cost forecasts for proposed alterations and improvements.

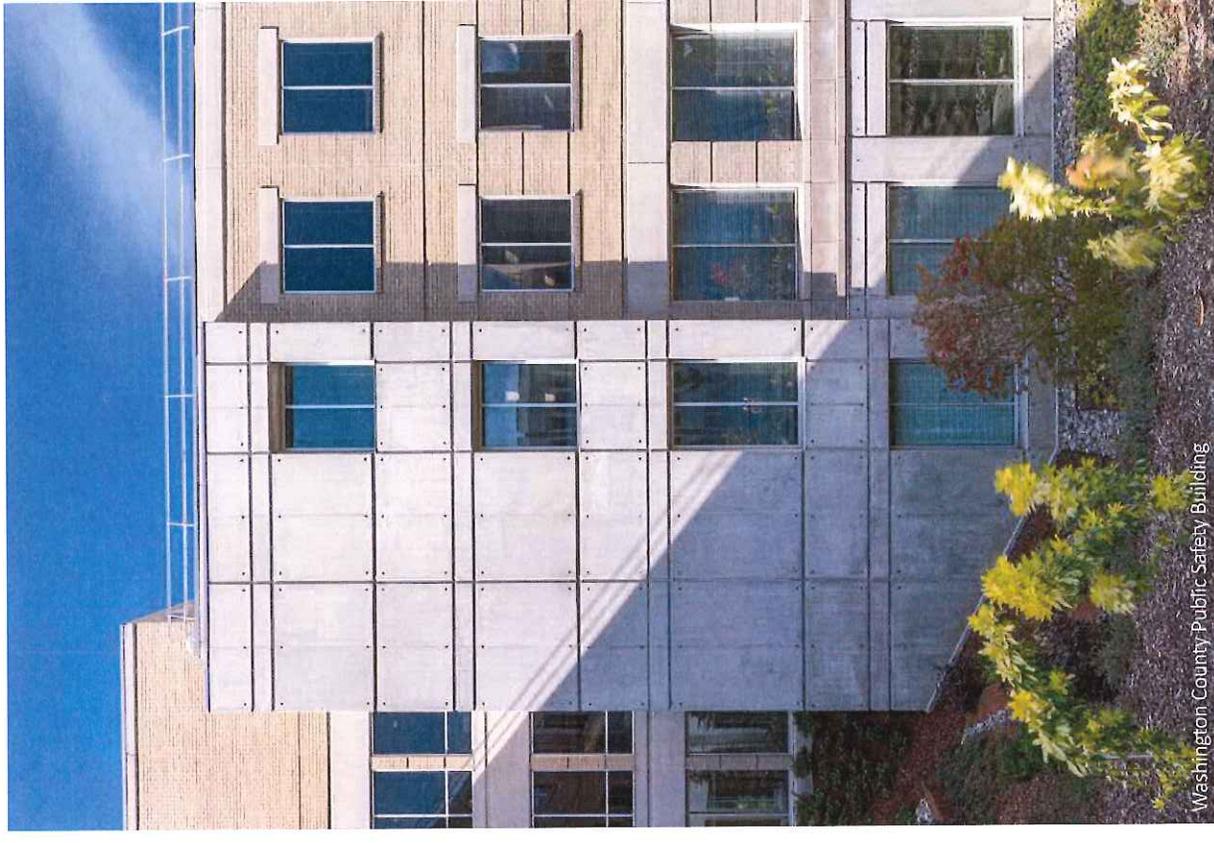


Key Team Members

The people highlighted below are well tenured, experienced, inquisitive, and will bring a deep level of experience in project delivery.

- **Principal in Charge is Becky Epstein**, with SERA since 2005, will manage the contracts, budget, schedule and internal workflows to ensure a successful project outcome for the County.
- **Chris Meigel, Project Manager**, will work with County leadership and SERA's design team to translate project goals and stakeholder requirements into day-to-day objectives. He will lead creation of work planning, and tracking progress—all with a focus on propelling the project forward.
- As **Project Architect, Cassandra Tyler**, will provide documentation support and technical design coordination, and serve as the liaison working with County stakeholders and our cost estimator DCW.

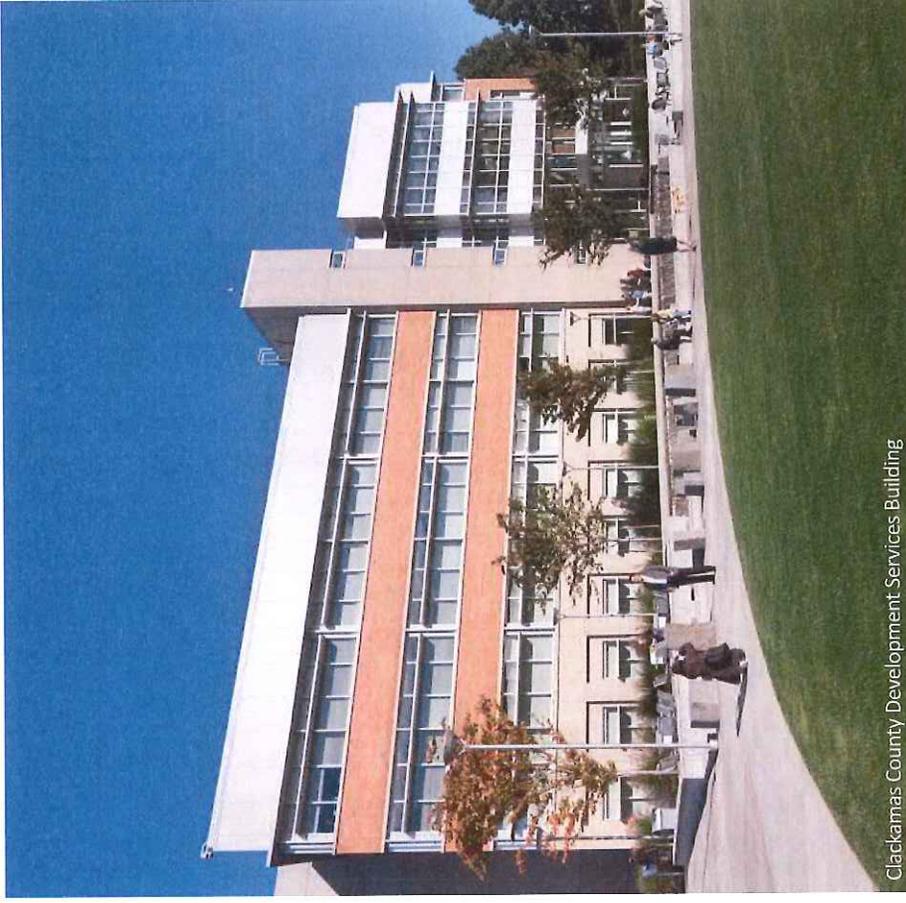
Detailed resumes for each of SERA's key personnel and subconsultant can be found in the Appendix.



Washington County Public Safety Building

Cost of Services

Based upon the scope of work and services indicated above, our labor fee is a fixed fee of **Ninety-Five Thousand Four Hundred Thirty Dollars (\$95,430.00)**. Our services will be billed monthly as a percentage complete against this maximum. The fee does not include reimbursable expenses, which should be estimated at an additional 4% of the total selected fee for services. Expenses will also be billed monthly.



APPENDIX





BECKY EPSTEIN | LEED AP

Principal
Principal in Charge

Becky's expertise includes adaptive re-use, historic, culturally or sensitive existing building modernizations, as well as new facilities for multi-stakeholder organizations—from government office, municipal and support facilities to multi-family housing, hospitals and libraries.

As director of SERA's Public Studio, she focuses on projects that transform the building and site, while successfully executing project delivery and building cohesive teams. Becky actively participates in local industry forums to promote collaborative design and construction, and uses her leadership role to be a solutions-focused facilitator, helping her clients and teams think outside the box and be more inclusive. She brings particular strength in evaluating existing buildings and facilities, through her work with multiple counties in Oregon and Federal courthouse evaluations nationwide and product specification.

EDUCATION

M. Architecture, Arizona State University
B.S. Design, Arizona State University

REGISTRATION

Licensed Architect in Israel
LEED Accredited Professional

WORK HISTORY

SERA since 2005, other firms since 1993

SELECT EXPERIENCE

- Yamhill County, Facility & Space Needs Assessment (McMinnville, OR)
- Clackamas County (Oregon City, OR)
 - Central Utility Plant
 - Development Services Building
 - District Attorney Department Remodel
 - Family Justice Center Concept Design
 - New Courthouse, Planning
 - Red Soils Campus Central Plaza
 - Red Soils Campus Master Plan & Update
 - Dog Control Services Center
 - Silver Oaks Building Renovation
 - Brooks Building Renovation (Sheriffs Department)
- Linn County, Courthouse Planning and Programming (Albany, OR)
- Bonneville Power Administration Facilities Management Services (Vancouver, WA)
- Ross Complex Strategic Framework Guide
- Ross Complex Refresh & Precursory Projects
- Metro, Oregon Convention Center Space Master Plan (Portland, OR)
- State of Oregon Department of Administrative Services, ATA Contract for Architectural and Engineering Services 2008-2026 (Oregon)
 - North Valley Complex Renovation
 - Due Diligence Studies
 - Agency Restroom ADA Upgrade Finish & Refresh
 - Red Lot Parking Feasibility Study
- Washington County A/E Services On-Call 2012-2019 (Washington County, OR)
 - Facilities Assessment
 - ADA Upgrades
 - Tenant Improvement Projects
 - Space Plan Test Fits
- City of Wilsonville A/E On-Call (Wilsonville, OR)
- City of Vancouver A/E On-Call (Vancouver, WA)
- Corvallis Professional Services On-call (Corvallis, OR)



CHRIS MEIGEL | LEED AP

Associate
Project Manager

As a project manager with 27 years of experience, Chris leads our team by collaborating with partners, the owner, and contractor to help identify and meet overall project goals. Chris has an expansive resume of successful projects and utilizes LEAN delivery methods to ensure that our team uses the most effective and efficient means to identify and solve problems, bringing a client's initial vision to reality. Chris focuses on building collaborative and flexible, interdisciplinary teams to bring out the best in everyone involved, while maximizing ideas and solutions at early stages in the design process. He is committed to working with the client, facilities groups, users, and city officials on problem-solving and team management, helping to ensure all projects are completed on-time and on-budget.

EDUCATION

B. Science, Building Science, Rensselaer Polytechnic Institute

REGISTRATION

LEED Accredited Professional

WORK HISTORY

SERA since 2018, other firms since 1993

SELECT EXPERIENCE

Yamhill County, Facility & Space Needs Assessment (McMinnville, OR)

J.K. Gill, Office Building, Core & Shell Renovation (Portland, OR)

Metro / Oregon Convention Center, Interior Space Planning & Renovation (Portland, OR)

State of Oregon Department of Administrative Services, ATA Contract for Architectural and Engineering Services 2008-2026 (Oregon)

Due Diligence Studies

Agency Restroom ADA Upgrade Finish & Refresh

Clackamas County, Red Soils Campus Master Plan (Oregon City, OR)

Washington County, Public Services Building Seismic Upgrade & Building Modernization (Hillsboro, OR)



CASSANDRA TYLER | DBIA, LEED AP BD+C, NCARB

Associate
Project Architect

Cassandra brings over 15 years of experience to public projects. As a technical designer with an extensive knowledge of building systems and detailing, she helps the project team develop detailed drawing sets and find solutions to design challenges. Cassandra provides construction administration, code analysis and documentation, move coordination, BOMA calculations and existing building analysis. For ongoing contracts, her ability to access current building systems and work within the constraints of the existing system is advantageous.

EDUCATION

M. Architecture, University of Idaho
B.S. Architecture, University of Idaho
MSCE, Washington State University
Sustainable MBA, Marylhurst University

REGISTRATION

Licensed Architect in Oregon and Idaho
NCARB-certified
LEED Accredited Professional (BD+C)
DBIA Certified Professional

WORK HISTORY

SERA since 2006

SELECT EXPERIENCE

Yamhill County, Facility & Space Needs Assessment
(McMinville, OR)

Clackamas County (Oregon City, OR)
Development Services Building
Silver Oaks Building Renovation
Central Utility Plant
Dog Control Services Center

Oregon Department of Transportation, Headquarters
Renovation (Salem, OR)

Oregon Military Department, Joint Forces
Headquarters (Salem, OR)

State of Oregon, Department of Environment Quality
Phases I, II and III (Portland, OR)

State of Oregon Department of Administrative
Services, ATA Contract for Architectural and
Engineering Services 2008-2026 (Oregon)
North Valley Complex

Ridder Road Emergency Storage
Warehouse
Mill Creek Complex Emergency Storage
Warehouse

Washington County (Hillsboro, OR)
Public Services Building Modernization



Trish Drew, DCW Consultants

Principal

Cost Estimator

Trish Drew, CPE, LEED AP brings 30+ years of construction industry experience to our team, with over 20 years in construction management. She has been an active member of the design team achieving maximum design to budget results. Beginning at the programmatic level, Trish works with the team to provide “live” budgetary feedback on design concepts, thus significantly reducing redesign.

EDUCATION

Marketing and International Business Studies,
University of Washington

REGISTRATION

Certified Professional Estimator (CPE)
Leadership in Energy and Environmental Design
Accredited Professional (LEED AP)

SELECT EXPERIENCE

Beaverton Center for the Arts - PIC (Beaverton, OR)
Beaverton Creekside Garage - PIC (Beaverton, OR)
Beaverton Fountain - PIC (Beaverton, OR)
State of Oregon, Property Conditions Assessment - PIC (Wilsonville, OR)
Metro, Oregon Convention Center Space Master Plan - PIC (Portland, OR)
Yamhill County Facilities Assessment - PIC (McMinnville, OR)
Bonneville Power Administration, Ross Complex Master Plan & Control Center Design - PIC (Vancouver, WA)
Washington County Charles D. Cameron Public Services Building - PIC (Hillsboro, OR)
Washington County Law Enforcement Center, Seismic Retrofit - PIC (Hillsboro, OR)
State of Oregon Department of Administrative Services, ATA Contract for Architectural and Engineering Services 2008-2026 - PIC (Oregon)
North Valley Complex Renovation
Due Diligence Studies
Red Lot Parking Feasibility Study
City of Seattle 23 Building Facilities Conditions Assessment - PIC (Seattle, WA)
Pike Place Market 13 Building Facilities Conditions Assessment - PIC (Seattle, WA)
Bonney Lake Operations and Maintenance Facility, Feasibility Study into Design - PIC (Bonney Lake, WA)
City of Olympia Public Works Maintenance & Operations, Feasibility Study into Design - PIC (Olympia WA)
Haller Lake Operations and Maintenance Facility, Master Plan - PIC (Shoreline, WA)
King County Court Study & Civic Center Master Plan - PIC (Seattle, WA)

Exceptions to the Contract Agreement

SERA has reviewed the Agreement between Yamhill County and Contractor, and we acknowledge and agree that this template will serve as the Agreement utilized on the Project. If awarded the Project, SERA would like to discuss potential modifications to a few select provisions. The requested modifications are tracked below for the County's review and consideration.

1. NEW CONCEPT: STANDARD OF CARE:

"The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project."

Comment: SERA request the inclusion of a contractually defined standard of care to govern over its performance of professional services. This language is highly adaptable, and this current version utilizes an AIA industry standard.

2. SECTION(S): 20: TIME IS OF THE ESSENCE:

"Time is of the essence in the performance of this Agreement. The Contractor shall not be responsible for delays caused directly or indirectly by circumstances beyond its control."

Comment: SERA's proposed modifications introduces the concept of excusable delay for circumstances outside SERA's control. Specifically, we're looking to expand upon the concept of time and address contractual warranty/elevated standard concerns.