CLATSOP COUNTY

BOARD OF COMMISSIONERS

BUDGET MEETING & REGULAR MEETING

JUDGE GUY BOYINGTON BUILDING, 857 COMMERCIAL ST., ASTORIA

Wednesday, May 10, 2023

BOARD OF COMMISSIONERS:

Mark Kujala, Dist. 1 – Chair
Courtney Bangs, Dist. 4 – Vice Chair
John Toyooka, Dist. 2
Pamela Wev, Dist. 3
Lianne Thompson, Dist. 5

commissioners@co.clatsop.or.us

CONTACT:

800 Exchange, Suite 410
Astoria, OR 97103
Phone (503) 325-1000
Fax (503) 325-8325

www.co.clatsop.or.us

Join the meeting from your computer, tablet or smartphone (Zoom link)

You can also dial in using your phone.
1-253-215-8782

Meeting ID: 503 325 1000
Passcode: 384761

Public Testimony

You must register in advance if you want to provide testimony virtually on public hearings or speak at the designated time. There are three ways to do this: On our website at public comment, emailing commissioners@co.clatsop.or.us or by calling 503-325-1000. Once registered, we will notify you when it is your opportunity to speak for a two-minute comment. You also may submit written comments which will be provided to the Board and submitted into the record.

BUDGET MEETING

District Budgets 4:00 PM

County-wide Budget 5:00 PM

REGULAR MEETING: 6:00 PM

The Board of Commissioners, as the Governing Body of Clatsop County, all County Service Districts for which this body so acts, and as the Clatsop County Local Contract Review Board, is now meeting in Regular Session.

FLAG SALUTE

ROLL CALL

AGENDA APPROVAL

PROCLAMATION

1. Emergency Medical Services Week Proclamation {Page 3}
2. National Maritime Day Proclamation {Page 5}
3. Provider Appreciation Day Proclamation {Page 8}

BUSINESS FROM THE PUBLIC – *Individuals wishing to provide oral communication at the designated time must register in advance by calling 503-325-1000 or email commissioners@co.clatsop.or.us by 3 p.m. on the day of the meeting.*

CONSENT CALENDAR

4. Stommel Inc. Contract {Page 11}
5. Board of Commissioners Meeting Minutes 4-26-23 {Page 15}
6. Project Turnkey 2.0 {Page 19}
7. Intergovernmental Agreement with Oregon State Marine Board for Waterborne Public Safety {Page 27}

COMMISSIONER'S LIAISON REPORTS

COUNTY MANAGER'S REPORT

BUSINESS AGENDA

8. Architecture Firm Contract Approval {Page 51}

GOOD OF THE ORDER

ADJOURNMENT

As necessary Executive Session will be held in accordance with but not limited to: ORS 192.660 (2)(d) Labor Negotiations; ORS 192.660 (2)(e) Property Transactions: ORS 192.660 (2)(f) Records exempt from public inspection; ORS 192.660 (2)(h) Legal Counsel

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Agenda packets also available online at www.co.clatsop.or.us

This meeting is accessible to persons with disabilities or wish to attend but do not have computer access or cell phone access. Please call 325-1000 if you require special accommodations at least 48 hours prior to the meeting in order to participate.

Board of Commissioners
Clatsop County

AGENDA ITEM SUMMARY

May 10, 2023

Agenda Title:	Emergency Medical Services Week Proclamation
Category:	Proclamation
Presented By:	Tom Strecker, Paramedic General Manager for Medix Ambulance Service

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Issue Before the Commission:	Proclaiming May 21, 2023 through May 27, 2023 as Emergency Medical Services Week
Informational Summary:	In 1974, President Gerald Ford authorized Emergency Medical Services (EMS) Week to celebrate EMS practitioners and the important work they do in our nation's communities. National Emergency Medical Services Week brings together local communities and medical personnel to honor the dedication of those who provide the day-to-day lifesaving services of medicine's frontline. This year's theme is "EMS. Where Emergency Care Begins."
Fiscal Impact:	None.

Requested Action:

Approve Resolution and Order proclaiming May 21, 2023 through May 27, 2023 as Emergency Medical Services Week and authorize the Chair to read, then sign the proclamation.

Attachment List

A. Resolution and Order

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF PROCLAIMING	**)**	
MAY 21, 2023 THROUGH MAY 27, 2023	**)**	**RESOLUTION AND ORDER**
TO BE EMERGENCY MEDICAL	**)**	
SERVICES WEEK	**)**	

WHEREAS, emergency medical services are a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills.

NOW, THEREFORE, BE IT HEREBY RESOLVED that Clatsop County Board of Commissioners does hereby proclaim May 21, 2023 through May 27, 2023 as

"Emergency Medical Services Week"

in Clatsop County and invites all community members to observe this year's theme, "EMS. Where Emergency Care Begins," with appropriate ceremonies and activities.

DATED this 10th day of May, 2023.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

_____
Board Chair

Board of Commissioners
Clatsop County

AGENDA ITEM SUMMARY

May 10, 2023

Agenda Title: National Maritime Day Proclamation

Category: Proclamation

Presented By: Jeff Smith, Curator for Columbia River Maritime Museum

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Issue Before the Commission: Proclaiming May 22, 2023 as National Maritime Day

Informational Summary: The U. S. Congress designated May 22nd as National Maritime Day in 1933 to draw attention to the importance of the maritime industry. The United States is a maritime nation and the bulk of our international trade moves by sea.

The Coast Guard, commercial fishing industry, Port of Astoria, Job Corps and Clatsop Community College seamanship and maritime science programs, seafood processing, shipping, Columbia River Maritime Museum, River and Bar Pilots and maritime related support industries are all examples of the significance of our maritime economy and heritage to Clatsop County.

Fiscal Impact: None.

Requested Action:

Approve Resolution and Order proclaiming May 22, 2023 as National Maritime Day and authorize the Chair to read, then sign the proclamation.

Attachment List

A. Resolution and Order

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF PROCLAIMING	**)**	
MAY 22, 2023 TO BE NATIONAL	**)**	**RESOLUTION AND ORDER**
MARITIME DAY	**)**	

WHEREAS, Clatsop County borders the Pacific Ocean to the west and Columbia River to the north; and

WHEREAS, Clatsop County's maritime history and heritage are an integral part of our identity; and

WHEREAS, these waters and shores were home to Indigenous People with a rich maritime culture and traditions long before the first Europeans arrived; and

WHEREAS, the Columbia River Bar is the gateway to a maritime transportation system which carries over 56 million tons of international trade with a cargo value of at least $23 billion; and

WHEREAS, the Port of Astoria is a critical economic driver serving the cruise ship, commercial fishing and seafood processing, recreational boating, tourism and other industries of benefit to the entire County; and

WHEREAS, the U.S. Coast Guard homeports the cutters Alert, Steadfast and Elm, Aids to Navigation Team Astoria and Sector Columbia River in our County; and

WHEREAS, the Columbia River Maritime Museum in Astoria exposes over 115,000 visitors annually to our rich maritime heritage; and

WHEREAS, commercial fishing accounts for over 13% of earned income in Clatsop County and supports a significant number of related industries; and

WHEREAS, boat building and repair are key growing local industries requiring skilled blue-collar workers; and

WHEREAS, the Department of Labor Tongue Point Job Corps Center Seamanship Program and Clatsop Community College Maritime Science Program provide professional training for critical maritime jobs.

NOW, THEREFORE, BE IT HEREBY RESOLVED that Clatsop County Board of Commissioners does hereby proclaim May 22, 2023 as

“National Maritime Day”

in Clatsop County and invites community members to observe this day and celebrate with appropriate programs, ceremonies, and activities.

DATED this 10th day of May, 2023.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

_____
Board Chair

Board of Commissioners
Clatsop County

AGENDA ITEM SUMMARY

May 10, 2023

Agenda Title:	Provider Appreciation Day Proclamation
Category:	Proclamation
Presented By:	Eva Manderson, Director of Northwest Regional Child Care Resource and Referral

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Issue Before the Commission:	Proclaiming May 10, 2023 as Provider Appreciation Day
Informational Summary:	Child care provides a safe, nurturing place for the enrichment and development of millions of children nationwide. It provides a lifeline for families, communities and the economy. Child care programs are mostly small businesses that are run and staffed predominantly by women. These businesses are still recovering from health and financial hardships stemming from the pandemic while striving to meet the needs of families.
Fiscal Impact:	None

Requested Action:

Approve Resolution and Order proclaiming May 10, 2023 as Provider Appreciation Day and authorize the Chair to read, then sign the proclamation.

Attachment List

A. Resolution and Order

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF PROCLAIMING	**)**	
MAY 10, 2023 TO BE	**)**	**RESOLUTION AND ORDER**
PROVIDER APPRECIATION DAY	**)**	

WHEREAS, organizations nationwide are recognizing child care providers on this day; and

WHEREAS, child care provides a safe, nurturing place for the enrichment and development of millions of children nationwide, and is a vital force in our economy; and

WHEREAS, the pandemic illuminated how indispensable child care providers are for the well-being and economic security of Oregon's young children, families, and communities.

WHEREAS, child care programs, which are mostly small businesses, run and staffed predominantly by women, are still recovering from health and financial hardships stemming from the pandemic while they have continued to meet the needs of families; and

WHEREAS Clatsop county and the state of Oregon recognize that child care has been a lifeline for families, communities, and the economy and as such, has provided much-needed support to providers to help sustain the viability of child care by creating the Clatsop county Child Care Expansion and Retention grant project, increasing investments in agencies that support the recruitment and retention of high quality child care options for families and improving access to programs that support young families.

WHEREAS, our future depends on the quality of the early childhood experiences provided to young children today; support for high-quality child care represents a worthy commitment to our children's future.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Clatsop County Board of Commissioners does hereby proclaim May 10, 2023 as

"PROVIDER APPRECIATION DAY"

in Clatsop County and invites all community members to join in this observance of Provider Appreciation Day by recognizing Child Care Providers for their important work.

DATED this 10th day of May, 2023.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

_____

Board Chair

Board of Commissioners
Clatsop County

AGENDA ITEM SUMMARY

May 10, 2023

Agenda Title:	Stommel Inc. Contract
Category:	Consent Calendar
Presented By:	Sheriff Matt Phillips

Issue Before the Commission:	Contract with Stommel Inc. to purchase and install emergency vehicle equipment.
Informational Summary:	In 2022-2023 fiscal year conducted intermediate procurement process for emergency vehicle equipment purchase and installation. At the conclusion of the process Stommel Inc. was determined to be the most responsive quote. Current contract is for remainder of 2022-23 fiscal year to purchase and install emergency equipment in 3 vehicles. Contract further provides for purchase and installation of emergency vehicle equipment in 3 vehicles in the 2023-24 fiscal year. Contract provides for limited maintenance of previously installed equipment.
Fiscal Impact:	Contract expenditures of $140,000 are budgeted for in both the 22-23 and 23-24 fiscal years.

Requested Action:

Approve and authorize the County Manager to sign the Stommel Inc. Agreement #C8283 in the amount of $140,000 and authorize the County Manager to sign amendments.

Attachment List

A. Contract Review Worksheet
B. Agreement

CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. **C8283**

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and **Stommel, Inc/DBA LEHR** ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed **$140,000** to be paid to Contractor by County, Contractor agrees to perform between date of execution and **06/30/2024**, inclusive, the following specific personal and/or professional services:

Outfit six (6) new Sheriff's Office vehicles for the period of May 2023 through June 2024. The County reserves the right to supply previously used equipment such as radars, radios and repeaters. Hourly rate shall not exceed $125/hr. Contractor will provide warranty and repair services for the term of the warranty, whether that is the LEHR warranty or manufacturer warranty. Insallation schedule will be determined by mutual consent and in no case will exceed sixty (60) days from delivery of vehicle and parts to LEHR. Any travel by Contractor requires advance consent by the County.

Vehicle outfit costs shall not exceed $129,900 to be completed no later than June 30, 2024. $10,100 is reserved for maintenance and repair work on vehicles and systems previously put into service.

Payment Terms: Progress Payments on 30 day Invoice:

1. **COMPLETE AGREEMENT**. This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
2. **WRITTEN NOTICE**. Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. **GOVERNING LAW/VENUE**. This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
4. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
   a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work

provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;

b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;

c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;

d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;.

e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.

f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.

g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

5. JUDICIAL RULINGS. If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

6. INDEPENDENT CONTRACTOR. Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

7. INDEMNIFICATION. Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. INSURANCE. Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of $600,000 for property damage and minimum of $700,000 per person for bodily injury and no less than $1,400,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____

_____(approved by County Counsel)_____(Contractor's Initials)_____

9. WORKER'S COMPENSATION. Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of $100,000.

10. NONDISCRIMINATION. No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated under the following conditions:

a. By written mutual agreement of both parties. Termination under this provision may be immediate.

b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.

c. Immediately on breach of the contract.

Upon termination of this agreement, Contractor shall be entitled to receive full payment for all services satisfactorily rendered up to the date of termination.

12. SUBCONTRACTING/NONASSIGNMENT. No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.

13. SURVIVAL. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

14. FUNDING. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

15. STANDARD OF SERVICES AND WARRANTY. Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

16. COUNTY PRIORITIES. Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

18. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor's fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:

Signature Date

Title

FOR CONTRACTOR:

4/19/23

Signature Date

President

Title

9240 Prototype Dr.

Address

Reno NV 89521

City State Zip

Clatsop County
Board of Commissioners
Minutes
Wednesday, April 12, 2023

REGULAR MEETING: 6:00 PM

FLAG SALUTE

The Pledge of Allegiance was recited.

ROLL CALL

PRESENT
Commissioner Lianne Thompson
Commissioner Pam Wev
Commissioner John Toyooka
Vice Chair Courtney Bangs
Chair Mark Kujala

AGENDA APPROVAL

Chair Kujala stated the State Homeland Security Program Grant Amendment 20-207-1 would be added to the Consent Calendar.

Motion made by Commissioner Toyooka, Seconded by Vice Chair Bangs to approve the agenda as amended.
Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs, Chair Kujala

PROCLAMATION

2. Sexual Assault Awareness/Action Month Proclamation {Page 115}

Tess Witnik presented on The Harbor, Clatsop County's only domestic and sexual violence advocacy center. She also cited statistics on sexual assault.

Motion: "Approve the Resolution and Order proclaiming April 2023 Sexual Assault Awareness/Action Month and authorize the Chair to read, then sign the proclamation."

Motion made by Vice Chair Bangs, Seconded by Commissioner Thompson.

Commissioner Thompson noted that a County Commissioner had announced they were a survivor of sexual assault during an Association of Oregon Counties (AOC) conversation. She stated the shame and silence needed to be broken for the victims.

Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs, Chair Kujala

Chair Kujala read the proclamation declaring April 2023 as Sexual Assault Awareness/Action Month Month in Clatsop County.

BUSINESS FROM THE PUBLIC

Rick Bowers, 357 Commercial, Astoria, said the Adverse Childhood Experiences (ACE) score was the result of a study done by the Centers for Disease Control (CDC) and Kaiser to figure out what impacts long-term health. Toxic stress from ACE could affect brain development, which impacts depression, jobs and managing life. Out of 6,000 people surveyed in Washington, very few people had a score of eight adverse childhood experiences. However, most homeless people had a score of eight adverse childhood experiences. He advised to be careful before blaming the victims of childhood trauma.

CONSENT CALENDAR

Motion made by Vice Chair Bangs, Seconded by Commissioner Thompson to approve the Consent Calendar as amended.
Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs, Chair Kujala

3. Board of Commissioners Meeting Minutes 3-8-23 {Page 117}
4. Contract for Geotechnical Services & Pile Design {Page 126}
5. Project Turnkey 2.0 {Page 146}
6. Property Easement {Page 160}
7. State Homeland Security Program (SHSP) Grant Amendment 20-207-1 {Page 173}

COMMISSIONER'S LIAISON REPORTS

Commissioner Thompson reported that Business Oregon's Seismic Rehabilitation Grant Advisory Committee awarded a grant to Knappa School for seismic retrofitting. She also reported on her efforts to increase traffic safety, citing some recent accidents on Highway 30 and Highway 101, which she had shared with Representative Pham. She requested that rural areas be included in the Great Streets Program to increase the safety of orphan Oregon Department of Transportation (ODOT) highways, and was collaborating with other Commissioners in other Counties to figure out how to help ODOT work with local road departments. She also noted that The North West Area Commission on Transportation (North West ACT) was working on using local traffic safety committees to gather information about local issues and educate people to improve pedestrian and bike behaviors. Lastly, she reported on the AOC conversation about gun control legislation, noting there was no consensus among the members, their newly published report on water, and their Membership Committee's new goals.

Commissioner Bangs reported that the Council of Forest Trust Land Counties (CFTLC) met to discuss ways to promote the local timber industry and their concerns about the Habitat Conservation Plan and how to move forward. She was particularly concerned about how much the plan would cost and how those costs would be funded. She

attended a Clatsop Behavior Health (CBH) meeting to discuss the recruitment of pediatric mental healthcare professionals, and a Childcare Taskforce meeting to discuss improving access to childcare. The North West Senior and Disability Services was working on their budget. The Fair Board met yesterday to discuss promoting the fair, where Sawyer Brown would be having a concert.

Commissioner Wev reported that the Public Health Open House was a success. Most of the Staff attended, tote bags were given out, and a lot of information was provided about the services provided by the department. At the open house, she had asked Staff several questions about program operations during COVID and was pleased with the responses. She also reported that Ambulance Services Advisory Committee had been discussing response times and she believed their zones needed to be redrawn. She noted that all emergency responders had been discussing the difficulties recruiting volunteers and providing services.

Commissioner Toyooka reported on the Clatsop Economic Development Resources (CEDR) award winners. He also reported that the Human Services Advisory Committee discussed how to address the issues that lead to homelessness, including Measure 110. Lastly, he reported that a veterans group had discussed their opposition to the gun control bill currently being considered by the legislature.

Chair Kujala reported that the County did not receive any money from the homeless funding. He also reported that Northwest Oregon Housing Authority's (NOHA) Owens Adair II project had been approved on appeal. Additionally, the executive director of NOHA would be leaving, so the County was reconsidering the future use of NOHA's America Rescue Plan Act (ARPA) funding.

Commissioner Bangs reported that the Astoria District of the Department of Forestry was honored during the CEDR award event. While she had concerns about the Habitat Conservation Plan, she also appreciated and respected the Astoria District.

Commissioner Thompson spoke about the assumptions made by metropolitan areas that rural areas are less educated, bigoted, and did not respect people of color. However, this community honored people of color and she hoped that would be publicized.

COUNTY MANAGER'S REPORT

County Manager Bohn reported that only the initial 11 counties that were included in the Emergency Declaration Due to Homelessness had received funding. However, a second round of funding would be set aside for the counties that were added. Those funds would be disbursed in July because legislative action was necessary to allocate those funds first. He also reported that Staff was looking for the capacity to provide technical assistance and planning for affordable housing. He would be speaking to the Fire Defense Board in May about their concerns with volunteers, the financial structure of fire districts, ambulance response times, and the consolidated 911 services.

PUBLIC HEARING

8. ORDINANCE 23-01: LAWDUC REVISIONS "Trucking Terminal" and Rural Community Commercial (RCC) Zone {Page 165}

Planning Manager Decker presented the Staff report on the Code amendments related to trucking terminals and noted that no public comments had been received.

Commissioner Thompson said someone has asked her what would happen if someone wanted to operate a trucking terminal 24 hours a day close to a residence. Planning Manager Decker explained that standards for the necessary Conditional Use Permit would address any concerns about hours of operation, noise, glare, and other things. Additionally, the RCC zone allowed some residential uses and there were residences that were grandfathered into the zone. However, the zone is a commercial zone, so Staff would consider the other uses in the neighborhood, including any residential uses. If the public raised issues about an application, the Director could require a hearing before the Planning Commission, which could be appealed. Staff could also impose reasonable conditions of approval that would mitigate impacts on the community.

Commissioner Thompson asked how Staff would handle issues that arise after a permitted trucking terminal started to operate. Planning Manager Decker stated the complaint process would be implemented. However, if the conditions of approval were not being followed, the permit could be revoked. She noted that most complaints are about home businesses.

County Counsel Pope conducted the first reading of the ordinance.

Chair Kujala opened the public hearing and confirmed that none of the Commissioners had any conflicts of interest. He called for public comments. There were none. He closed the public hearing.

Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka to continue the matter to April 26, 2023.
Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs, Chair Kujala

GOOD OF THE ORDER

There was nothing for the good of the order.

ADJOURNMENT

There being no further business, the meeting was adjourned at 6:55 pm.

Approved by,

_____
Mark Kujala, Chair

Board of Commissioners
Clatsop County

AMENDED AGENDA ITEM SUMMARY

May 10, 2023

Agenda Title: Project Turnkey 2.0

Category: Consent Calendar

Presented By: David Dieffenbach, Capital Improvement Projects Manager

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Issue Before the Commission: Project Turnkey 2.0, Contract Approval

Informational Summary: Project Turnkey 2.0 is the program funded by the State to purchase existing motels to be used to alleviate the houseless issues in the State. At your February board meeting the Resolution and Order was approved to accept the funding from the Oregon Community Foundation to purchase the Columbia Inn. The funding total is $2,806,042, this includes the purchase cost of $2.3M and approximately $500,000 for renovations. Prior to completion of the funding agreement, county staff identified needed renovations and costs to allow the building to be used for housing the homeless. These renovations and costs were approved by the Oregon Community Foundation.

In an effort to expedite the remodel process with Project Turnkey 2.0, staff will be bringing before your Board, contracts for the installation of various work for Project Turnkey. This contract is for Plumbing work. Work includes modifying three bathrooms to make them accessible for disabled persons. Adding connections for two sets of washers & dryers, and installing two residential kitchen sinks. This work will allow people staying at the Inn a place to do laundry and cook meals.

Fiscal Impact: Funding is secured from the Oregon Community Foundation.

Requested Action:

Approve the contract with JP Plumbing Company to install the plumbing improvements at the Columbia Inn, in the amount of $49,388 and approve the County Manager to sign the contract and amendments.

Attachment List

A. Plumbing Contract, Quote from JP Plumbing
B. Insurance Certificate

CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 310
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. C8291

Clatsop County Construction Contract

This Contract is by and between **Clatsop County** (**County**) and JP Plumbing Company (**Contractor**). Whereas **County** has need of the services which **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed $49,387.20 to be paid to **Contractor** by **County**, **Contractor** agrees to perform between date of execution and October 31, 2023 inclusive, the following specific construction services:

A. Scope of Work: Project Turnkey-Columbia Inn, 495 Marine Dr., Astoria, OR. Plumbing upgrades including three ADA bathrooms and kitchen upgrades.

B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of work by County.

C. Miscellaneous: Attachments to the Contract
Exhibit A: Proposal from Contractor

1. **Written Notice**. Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

2. **Governing Law/Venue**. This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the District or Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of **County** shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of **County** according to law.

3. **Compliance**. **Contractor** shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279C.505 through 530 (Construction Contracts) are incorporated herein. Specifically, Contractor shall:

a. Promptly pay, as due, all persons supplying labor and material for the performance of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515.

b. If this contract is for a public improvement, if Contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the County, the Contractor or first- tier subcontractor shall owe the person the amount dues plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment.

c. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract.

d Not permit any line or claim to be filed or prosecuted against **County,** on account of any labor or material furnished by **Contractor**.

e. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

f. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279A.055, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279C.520.

g. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279C.530.

h. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

i. If this contract is for a public improvement, **Contractor** represents and warrants that at the time of the execution of this agreement they have, and shall maintain during the term of this agreement an employee drug-testing program for its employees.

j. If this contract is for a public improvement, if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, subject to ORS 279C.515.

k. If this contract is for a public improvement exceeding $50,000, Contractor, subcontractor or other person doing or contracting to do any of the work of this contract will pay workers prevailing wage rates as contained in bid specifications and workers shall be paid not less than the specified minimum hourly rate of wage.

l. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources.

m. If this contract is for a public improvement exceeding $50,000, and contractor is required to pay prevailing wages under ORS 279C.800 to 279C.870, then contractor must file a $30,000 BOLI bond with the Construction Contractors Board before starting work on a contract or subcontract. Contractor will include in every subcontract a provision requiring the subcontractor to have a public works bond filed w

the Construction Contractor's Board before starting work on the project, unless exempt.

n. If this is for a public improvement exceeding $50,000, a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.

o. Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

p. If this contract includes demolition, the contractor shall salvage or recycle construction and demolition debris if feasible and cost-effective. If contract includes lawn and landscape maintenance, contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective, per ORS 279C.510.

4. **Judicial Rulings**. If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

5. **Independent Contractor**. **Contractor**, in carrying out the services to be provided under this Agreement, is acting as an "independent Contractor" and is not an employee of **County**, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an Independent Contractor", **Contractor** will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, **Contractor** is free to contract with other parties, on other matters, for the duration of this Agreement.

6. **Indemnification**. **Contractor** shall save harmless, indemnify, and defend **County** for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from **Contractor's** performance of or failure to perform the obligations of this Agreement, to the extent same are caused by the negligence or misconduct of **Contractor** or its employees or agents.

7. **Worker's Compensation**. **Contractor** shall comply with ORS 656.017 for all employees who work in the State of Oregon. If the **Contractor** hires employees, he or she shall provide **County** with certification of Worker's Compensation Insurance, with employer's liability in the minimum of $100,000.

8. **Nondiscrimination**. No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by **County**.

9. **Termination of Agreement**. This Agreement may be terminated under the following conditions:

a. By written mutual agreement of both parties. Termination under this provision may be immediate.

b. Upon fifteen (15) calendar days written notice by either Party to the other of int to terminate.

c. Immediately on breach of the contract.

10. **Subcontracting/Nonassignment**. No portion of this Agreement may be contracted or assigned to any other individual, firm, or entity without the express and prior approval of **County**.

11. **Survival**. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

12. **Standard of Services and Warranty**. **Contractor** agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that the **Contractor** must perform the services based in part on information furnished by **County** and that **Contractor** shall be entitled to rely on such information. However, the **Contractor** is given notice that **County** will be relying on the accuracy, competence and completeness of **Contractor's** services in utilizing the results of such services. The **Contractor** warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

13. **Ownership and Use of Documents**. All documents, or other material submitted to the **County** by **Contractor** shall become the sole and exclusive property of **County**. All material prepared by **Contractor** under this Agreement may be subject to Oregon's Public Records Law.

14**.** **Tax Compliance Certification**. **Contractor** hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of **Contractor's** knowledge, **Contractor** is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. **Contractor** represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If **Contractor** fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the **Contractor** shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

15**.** **Insurance**. **Contractor** shall purchase and maintain at **Contractor's** expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of $1,000,000 for property damage and minimum of $1,000,000 per person for bodily injury and no less than $1,000,000 for each occurrence, $2,000,000 aggregate. In addition, all such insurance, with the exception of Professional Liability, shall name **County**, its Commissioners, employees and agents, as an Additional Insured. A copy of the policy or certificate of insurance acceptable to **County** shall be submitted to **County**. Some, or all, of the required insurance may be waived or modified if approved by **County's** counsel as follows:

_____*(Approved by County Counsel)*

_____

(Comments)

(Contractor's Initials)_____ Type text here

All terms on the previous pages of this document are hereby made a part of this Agreement. This Agreement will not be effective until approved by the County.

FOR COUNTY:

_____

Signature Date

_____

Title

FOR CONTRACTOR:

jim forrester 4/28/23

Signature Date

President

Title

Contractor Address:
JP Plumbing Company
155-11th St.
Astoria, OR 97103
Phone: 503-35-2830
jpjim@qwestoffice.net

EXHIBIT A

J.P. PLUMBING CO. INC.
155 **11th** Street • Astoria, OR 97103
503-325-2830 • Fax 503-325-7726
jpjim@qwestoffice.net

April 18, 2023

Clatsop County Building & Grounds
800 Exchange
Astoria, Oregon 97103

Job Re: Plumbing Upgrades & 495 Marine Drive

I am pleased to submit our quote for the above-mentioned project. Below I have listed our scope of work for your review. Please feel free to contact me if you have any questions.

Scope of Work:

- Safe off existing fixtures for (demolition & disposal by others)
- Rough in the following in the NE corner of the building (2) Clothes washer (2) Kitchen sinks (1) Barrier Free shower (1) Water closet (1) Wall hung lavatory (2) Floor drains
- Rough in to ADA restrooms on the South wing of the building constating of (2) Water closets (2) Wall hung lavatories (2) Barrier free shower
- All DWV piping with ABS plastic pipe and fittings
- All domestic water piping with Pex plastic pipe and fittings
- Secure plumbing permit

Price Quote: $49,387.20

Respectfully

Jim Forrester
J.P. Plumbing Co. Inc.

JPPLU-1

OP ID: DR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 503-325-1541
Knutsen Insurance - Astoria
968 Commercial
P.O. Box 657
Astoria, OR 97103
Robert D. Knutsen

CONTACT NAME:
PHONE (A/C, No, Ext): 503-325-1541 FAX (A/C, No): 503-325-4109
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Midwest Family Mutual Ins	
INSURER B: SAIF Corporation	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
JP Plumbing Co., Inc.
155 - 11th Street
Astoria, OR 97103

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			CPOR0560124161	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			CPOR0560124161	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CPOR0560124161	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		452167	07/01/2022	07/01/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured as required by contract or agreement per endorsement MP97671010

CERTIFICATE HOLDER

Clatsop County Building
& Grounds
800 Exchange St. Suite 222
Astoria, OR 97103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Denise Kalar

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Board of Commissioners
Clatsop County

AGENDA ITEM SUMMARY

May 10, 2023

Agenda Title:	Intergovernmental Agreement with Oregon State Marine Board for Waterborne Public Safety
Category:	Consent Calendar
Presented By:	Sheriff Matt Phillips

Issue Before the Commission:

Agreement with the Oregon State Marine Board (SMB) to provide law enforcement and recreational boating safety services on Clatsop County waterways.

Informational Summary:

This Agreement provides funds in support of the costs to operate the County Marine Safety Law Enforcement program. The Marine Board supplies the majority of our patrol vessels and reimburses a portion of the cost of unanticipated major vessel maintenance.

Clatsop County has nearly 100 square miles of waterways and when including all of the island inlets, major rivers and sloughs, we have approximately 400 miles of shoreline. Patrolling and responding to calls, search and rescue, dive operations and homeland security issues are primarily our responsibility. The Marine Board contracts specifically for marine safety enforcement, such as boat equipment requirements, operator's competency, sobriety, passenger safety and boating theft. With this ongoing grant, awarded since 1970, combined with local funding we are able to manage a viable marine response unit.

Fiscal Impact:

This contract will provide $221,739 for both years of this contract which brings the contract total to $443,478. This is approximately 70% of the total cost of the program. SMB funding continues to drop and the County adjusts on an annual basis. This year we plan to forgo hiring deckhands and utilize Reserve Deputies that have completed the Marine Academy training.

Requested Action:

Approve and authorize the County Manager to sign the State Marine Board Intergovernmental Agreement Dispatch Services Agreement C8288 in the amount of $443,478 and authorize the County Manager to sign amendments.

Attachment List

A. Contract Review Worksheet
B. OSMB contract for 23/24 and 24/25 fiscal years

INTERGOVERNMENTAL AGREEMENT

Agreement No. 250-2325CLATSOPCOUNTY-000

This Agreement is between the State of Oregon acting by and through its State Marine Board ("OSMB") and Clatsop County ("County"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110 and ORS 830.110.

SECTION 2: PURPOSE

The purpose of this Agreement is to provide funding to the County to conduct enforcement related to recreational boating in Oregon. Specific activities and assessments are detailed in "Exhibit A" attached hereto and by this reference made a part hereof.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on July 1, 2023, or the date of the last signature, whichever occurs last) ("Effective Date"), and terminates on June 30, 2025, unless terminated earlier in accordance with Section 17.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 OSMB's Authorized Representative is:

Brian Paulsen
435 Commercial Street NE Suite 400, Salem OR 97301
503-856-2058 Cell
503-378-2610 Office
brian.paulsen@boat.oregon.gov

4.2 County's Authorized Representative is:

Undersheriff Paul Williams
Clatsop County Sheriff's Office
PO Box 658 Astoria, OR 97103
503-325-8635
pwilliams@co.clatsop.or.us

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 County shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.

5.2 OSMB shall pay County as described in Section 7.

SECTION 6: BOAT OWNERSHIP

6.1 The ownership of any boat purchased by the County during the term of this agreement shall be vested with the County regardless of funding source, subject to Section 6.2 and Section 29.

6.2 During the term of this agreement and for the useful life of the boat or major piece of equipment, the County agrees to maintain in good working condition any boat or major piece of equipment purchased in whole or in part by the County with funds received from OSMB, pursuant to this agreement and prior agreements between County and OSMB. Preventative maintenance schedules for boats and trailers will be established and adhered to. Further, upon the trade-in or sale of a boat or major piece of equipment purchased, in whole or part, with funds received pursuant to this agreement, County shall apply any proceeds from the trade-in or sale to law enforcement activities approved by OSMB, with such approval not to be unreasonably withheld. Notwithstanding Section 29, upon default of this Agreement or notice from OSMB to County of the termination of funding described in ORS 830.140 or under Section 19 Nonappropriation, all boats and major pieces of equipment purchased, in whole or in part, with funds received pursuant to this agreement or previous agreement between the OSMB and County, shall be returned to the OSMB for reassignment if OSMB requests that the boat or major pieces of equipment be returned to OSMB. Upon OSMB's request, County agrees to permit the transfer of a boat purchased, in whole or part, with funds received pursuant to this agreement to another county.

SECTION 7: COMPENSATION AND PAYMENT TERMS

7.1 OSMB shall, upon receipt and approval of expenditure documentation, pay to the County an amount not to exceed the following amounts for the agreement term

Year 1 (i.e. July 1, 2023 through June 30, 2024)	$221,739.00
Year 2 (i.e. July 1, 2024 through June 30, 2025)	$221,739.00

7.2 Payment requests (i.e., quarterly, as provided in Exhibit A. section J.) shall be only for authorized services provided by the County pursuant to this agreement and for costs actually incurred by the County in conjunction with such services (including salaries/benefits,

supplies or purchases of boats/equipment). At OSMB's discretion, federal funds may be used for payment.

7.3 County shall be responsible for providing employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

This agreement is subject to all applicable federal Assurances specified in Exhibit C attached hereto and by this reference made a part hereof. If applicable, County shall provide the OSMB its Annual Comprehensive Financial Report as required in the Single Audit Act of 1984, 31U.S.C. §§7501-7507 (1994) as amended by Pub.L. 104-156,§§ 1-3, 110 Stat. 1397 (1996). At the end of each fiscal year during the term of this agreement, the County has the duty to request the amount of federal pass-through dollars included in the payments made by the OSMB to the County during that fiscal year.

SECTION 8: CONDITION OF PERFORMANCE

In accordance with 44 CFR 13.36(i), the OSMB's performance is conditioned upon the County's compliance with federal, state and local laws and regulations, including but not limited to, the following:

8.1 County shall comply and, if applicable, require a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in 2 CFR Part 200.

8.2 The applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds. County shall ensure any organization to which funds are passed comply with CFR and OMB requirements

8.3 All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection County regulations (40 CFR part 15).

8.4 Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

8.5 The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

8.6 The Davis-Bacon Act (40 U.S.C. 276a to 276a -7) as supplemented by Department of Labor regulations (29 CFR Part 5).

8.7 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

SECTION 9: REPRESENTATIONS AND WARRANTIES

County represents and warrants to OSMB that:

9.1 County is a county, duly organized and validly existing. County has the power and authority to enter into and perform this Agreement;

9.2 The making and performance by County of this Agreement (a) have been duly authorized by County, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;

9.3 This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms;

9.4 County has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and County will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and

9.5 County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by County.

SECTION 10: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OSMB or any other agency or department of the State of Oregon, or both, and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION

OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 11: CONTRIBUTION

11.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.

11.2 With respect to a Third Party Claim for which OSMB is jointly liable with County (or would be if joined in the Third Party Claim), OSMB shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of OSMB on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OSMB's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

11.3 With respect to a Third Party Claim for which County is jointly liable with OSMB (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OSMB in such proportion as is appropriate to reflect the relative fault of County on the one hand and of OSMB on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of OSMB on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 12: COUNTY DEFAULT

County will be in default under this Agreement upon the occurrence of any of the following events:

12.1 County fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

12.2 Any representation, warranty or statement made by County in this Agreement or in any documents or reports relied upon by OSMB to measure the delivery of services, the expenditure of funds or the performance by County is untrue in any material respect when made;

12.3 County (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated as bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

12.4 A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of County, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (c) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 13: OSMB DEFAULT

OSMB will be in default under this Agreement if OSMB fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 14: REMEDIES

14.1 In the event County is in default under Section 12, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 17, (b) reducing or

withholding payment for work or Work Product that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring County to perform, at County's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 15 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

14.2 In the event OSMB is in default under Section 12 and whether or not County elects to exercise its right to terminate this Agreement under Section 17.3.3, or in the event OSMB terminates this Agreement under Sections 17.2.1, 17.2.2, 17.2.3, or 17.2.5, County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against County. In no event will OSMB be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 14.2, County shall promptly pay any excess to OSMB.

SECTION 15: RECOVERY OF OVERPAYMENTS

If payments to County under this Agreement, or any other agreement between OSMB and County, exceed the amount to which County is entitled, OSMB may, after notifying County in writing, withhold from payments due County under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 16: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 11, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL , OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 17: TERMINATION

17.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

17.2 OSMB may terminate this Agreement as follows:

17.2.1 Upon 30 days advance written notice to County;

17.2.2 Immediately upon written notice to County, if OSMB fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in OSMB's reasonable administrative discretion, to perform its obligations under this Agreement;

17.2.3 Immediately upon written notice to County, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that OSMB's performance under this Agreement is prohibited or OSMB is prohibited from paying for such performance from the planned funding source;

17.2.4 Immediately upon written notice to County, if County is in default under this Agreement and such default remains uncured 15 days after written notice thereof to County; or

17.2.5 As otherwise expressly provided in this Agreement.

17.3 County may terminate this Agreement as follows:

17.3.1 Immediately upon written notice to OSMB, if County fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in County's reasonable administrative discretion, to perform its obligations under this Agreement;

17.3.2 Immediately upon written notice to OSMB, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that County's performance under this Agreement is prohibited or County is prohibited from paying for such performance from the planned funding source;

17.3.3 Immediately upon written notice to OSMB, if OSMB is in default under this Agreement and such default remains uncured 15 days after written notice thereof to OSMB; or

17.3.4 As otherwise expressly provided in this Agreement.

17.4 Upon receiving a notice of termination of this Agreement, County will immediately cease all activities under this Agreement, unless OSMB expressly directs otherwise in such notice. Upon termination, County will deliver to OSMB all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon OSMB's reasonable request, County will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by County under this Agreement.

SECTION 18: INSURANCE

County shall maintain insurance as set forth in Exhibit D, attached hereto and incorporated

herein by this reference.

SECTION 19: NONAPPROPRIATION

OSMB's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OSMB receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSMB, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OSMB.

SECTION 20: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 21: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 21. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 22: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 6,10, 11, 15, 16 and 22 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 23: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision

held to be invalid.

SECTION 24: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 25: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 26: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 27: INTENDED BENEFICIARIES

OSMB and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 28: FORCE MAJEURE

Neither Party is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to County after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 29: SECURITY INTEREST

County, in consideration of OSMB's provision of services described in Exhibit A, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants OSMB a continuing security interest in and so pledges and assigns to OSMB all of

the rights of County and all proceeds and products in the boats and equipment purchased pursuant to OSMB's authority under ORS 830.140, including, but not limited to this agreement ("Collateral"). County hereby irrevocably authorizes OSMB at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any financing statements and amendments thereto to complete the attachment, perfection and first priority of, and the ability of OSMB to enforce, OSMB's security interest in the Collateral, including, but not limited to, causing OSMB's name to be noted as secured party on any certificate of title for a titled good. County will not, or will not offer to, sell or otherwise dispose of the Collateral or any interest in the Collateral except with receipt of OSMB's prior written approval. Upon the failure by County to keep, observe or perform any provision of this agreement, without any other notice to or demand upon County, OSMB shall have in any jurisdiction in which enforcement of this agreement is sought, in addition to all other rights and remedies, all rights, privileges, powers and remedies of a secured creditor provided by the Uniform Commercial Code and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which the Collateral or a part t hereof is located, at law, in equity, or otherwise, including,. without limitation, its right to take immediate possession of the Collateral.

SECTION 30: ASSIGNMENT AND SUCESSORS IN INTEREST

County may not assign or transfer its interest in this Agreement without the prior written consent of OSMB and any attempt by County to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OSMB's consent to County's assignment or transfer of its interest in this Agreement will not relieve County of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 31: SUBCONTRACTS

County shall not, without OSMB's prior written consent, enter into any subcontracts for any of the work required of County under this Agreement. OSMB's consent to any subcontract will not relieve County of any of its duties or obligations under this Agreement.

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the County's contractor from and against any and all Claims.

SECTION 32: TIME IS OF THE ESSENCE

Time is of the essence in County's performance of its obligations under this Agreement.

SECTION 33: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 34: RECORDS MAINTENANCE AND ACCESS

County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OSMB and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 35: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 36: ADDITIONAL REQUIREMENTS

County shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 37: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Boating Safety Action Plan), Exhibit C (Federal Assurances), and Exhibit D (Insurances).

SECTION 38: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its State Marine Board

_____ _____

Larry Warren, Director Date

Clatsop County Sheriff's Office

_____ _____

County Sheriff Date

_____ _____

Signature Date

Approved for Legal Sufficiency in accordance with ORS 291.047

_____ _____

DOJ Attorney Date

EXHIBIT A

STATEMENT OF WORK

THE COUNTY AGREES TO:

A. Enforce the applicable provisions of the Oregon Revised Statutes, Chapters 830 and 704 and Oregon Administrative Rules, Chapter 250.

B. Investigate complaints of boating law violations and boating accidents as specified in the current version of the OSMB Policy and Procedures Manual, incorporated by reference herein.

C. Alert the public to unsafe boating conditions.

D. Assign duties under this agreement to personnel who have completed training and received certification at the Marine Law Enforcement Academy. Boating law enforcement personnel assigned by the County shall be mentally and physically capable of performing required duties. Standards of performance, discipline of officers and the control of personnel performing services pursuant to this agreement shall be the responsibility of the County. County agrees that assigned personnel shall wear a Coast Guard approved personal flotation device (life jacket) while on board a boat.

E. Provide assistance to boaters and provide search and rescue services as noted in the policy and procedures manual.

F. Provide law enforcement examinations of boats.

G. Carry out all aspects of the Boating Safety Program: The Boating Safety Action Plan, Budget and Maintenance Schedule, described in Exhibit B, attached here to and incorporated by reference herein.

H. Provide OSMB with a revised Boating Safety Program: The Boating Safety Action Plan, Budget and Maintenance Schedule, described in Exhibit B attached here to and incorporated by reference herein no later than MONTH DD for every year the Agreement is effective.

I. Provide OSMB with monthly activity reports to the OSMB database by the end of each month.

J. Send quarterly invoices to: Boating Safety Program Fiscal Analyst, Oregon State Marine Board, and 435 Commercial St. NE, Salem, OR 97309. Invoices must be submitted within 45 days following the end of the quarter.

K. Furnish and supply all necessary labor, supervision, equipment, communications, facilities and supplies necessary to provide the level of service required to fulfill this

agreement.

L. Submit all requests for boat and related equipment repairs, to which OSMB holds title, to OSMB for approval. Approval is also required for the vendor providing the services.

OSMB AGREES TO:

A. Provide County an orientation to OSMB policies, regulations, and administrative rules necessary to meet the purpose of this agreement.
B. Provide required training through the Marine Law Enforcement Academy held once a year.
C. Provide funds for the purchase of patrol boats, required equipment, fuel, and boat maintenance.
D. Provide access to and training for the use of OSMB's law enforcement data base.
E. Make payment to County within 45 days of receiving and approving invoice from County.

EXHIBIT B

(BOATING SAFETY ACTION PLAN)

(SEE ATTACHED)

EXHIBIT C

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424B (Rev. 7-97)
Prescribed by OMB Circular A-102

EXHIBIT D

INSURANCE

During the term of this agreement, the County shall provide insurance to cover all loss; damage or injury to the equipment purchased under this agreement, in an amount no less than the purchase price thereof. Such insurance shall be provided by the County through an insurer duly authorized to do business in the State of Oregon but may be provided by self-insurance. Any proceeds from insurance or self-insurance shall be applied to the repair or replacement of the damaged equipment unless the County received prior written direction or authorization from the OSMB to otherwise dispose of the proceeds.

Exhibit B - Boating Safety Action Plan

For: Clatsop County Sheriff's Office
Agency

Program Manager: Paul Williams pwilliams@clatsopcounty.gov Phone #: 503-325-8635

Patrol Hours:	3,120
Program Hours:	3,120
Total Hours:	6,240

Program Narrative

Guidance: The narrative should describe how the program will complete the statement of work in Exhibit A of the contract. This should include all of the following categories: Administration & General Information, Marine Law Enforcement Training, Patrol Activities, Education & Outreach, and Waterway Markers.

The Sheriff's office will have one (1) full time Deputy assigned to Marine patrol, one (1) part time, seasonal deputy assigned to Marine patrol (as staffing allows) and will utilize Reserve Deputies who have completed the OSMB Marine Academy, to patrol the waterways in Clatsop County. Our efforts will be concentrated on the Columbia River, tributaries and the near the Ocean. We will address unsafe boating behaviors that place other at risk. This will include navigation/right of way issues, reckless operation, BUII, speeding and overloaded vessels and insufficient safety equipment (lifejackets).

The Sheriff's office currently uses a hybrid model when conducting vessel checks. We conduct the majority of our checks dockside, as people are launching their vessel. This allows a higher level of check and gives people the opportunity to address deficiencies before they get underway. This also allows our deputies to conduct active patrols of the water during the busy times of the day. The Sheriff's office will primarily use warnings/BERS to obtain compliance from boaters unless the situation is dangerous and requires immediate intervention by the deputy.

The Sheriff's office will continue to work with the United States Coast Guard and invite Coast Guard LE to patrol on our vessels with in cooperation with our Deputies. This helps to increase on the water patrol hours without any additional cost to the Oregon State Marine Board or Clatsop County.

Each year our Marine Deputies work the booth at the county fair so they have the opportunity to talk with citizens about the marine program in our area and answer any boating questions people may have. We plan to conduct educational/outreach trainings in the local area to promote the marine program and have in past years presented to the local 4-H clubs and in schools.

The program will continue to conduct moorage checks to determine registration compliance, reduce abandoned vessels and to improve revenue for new/renewed registrations. The program will continue to proactively address maintenance issues to reduce down time for vessels during the busy season.

Program Narrative Continued

Prior to commencement of the boating season local waterways will be checked for hazards to navigation and to ensure markers are present and/or in good repair. The program will continue to work with the SMB to identify and remove abandoned vessels in a timely manner as funds allow.

The program will attempt to provide programs in local schools, however, while pandemic rules have been relaxed schools are experiencing challenges in delivering required curriculum so they have been more hesitant to include the Marine program. We will continue to deliver the program at safety fairs as they occur and at the County Fair.

Boating Safety Program Proposed Costs

Allocation	OSMB	County/Agency Contribution
LE Allocation:	$ 443,478.00	$ 318,872.00
Total:	$ 443,478.00	$ 318,872.00

Proposed Program Costs:		
	OSMB	County/Agency Contribution
1. **Personnel** (Must match Totals of section a. & b. on Form A)	$ 389,258.00	$ 116,272.00
2. **Operations & Maintenance** (Must match Totals of section c. through j. on Form A)	$ 54,220.00	$ 202,600.00
4. Total Proposed Program Costs (1+2, should equal Total in above Allocation section)	$ 443,478.00	$ 318,872.00

County/Agency Authorized Representative:

Signature

4/15/23
Date

Paul Williams
Typed Name

503-325-8635
Telephone

Boating Safety Action Plan

Personnel, Operations & Maintenance Costs

Form A

Categories	OSMB	County/Agency Contribution	Total
a. Personnel	$ 260,183.00	$ 77,717.00	$ 337,900.00
b. Fringe Benefits	$ 129,075.00	$ 38,555.00	$ 167,630.00
c. Fuel	$ 26,176.00	$ 6,544.00	$ 32,720.00
d. Vehicle Lease	$ 0.00	$ 0.00	$ 0.00
e. Moorage	$ 6,152.00	$ 1,538.00	$ 7,690.00
f. Expendable Supplies	$ 2,635.00	$ 965.00	$ 3,600.00
g. Maintenance	$ 9,240.00	$ 2,760.00	$ 12,000.00
h. Insurance	$ 5,397.00	$ 1,613.00	$ 7,010.00
i. Training	$ 4,620.00	$ 1,380.00	$ 6,000.00
j. Other	$ 0.00	$ 187,800.00	$ 187,800.00
Total:	$ 443,478.00	$ 318,872.00	$ 762,350.00

- **f. Expendable Supplies** – $500 max/each item.
- **g. Maintenance** – refer to boat maintenance fleet service plans, enter estimate.
- **h. Insurance** – specify insurance Company & policy number below):

  CIS-Policy # 22LCLTC
- **i. Training** – expenses incurred other than personnel costs.
- **j. Other** – specify below:

  Other: 23% share of allowables $116,800, plus Uniforms $1,200, Phones $1,000, Maintenance Equipment $15,000, PC Equipment $1,500, Vehicle Maintenance $4,000, Indirect Costs $12,800. Total Unallowable/year $35,500 for a Total of $71,000 for contract.

Note: Programs are monitored for Road Patrol Assistance and other non-marine activities. Hours should be incidental and may not be reimbursed. Non-marine operations that cause overtime hours to be expensed to OSMB program funding may not be reimbursed. Overtime cannot exceed 5% of OSMB personnel costs from Form A.

Board of Commissioners
Clatsop County

AGENDA ITEM SUMMARY

May 10, 2023

Agenda Title:	Architecture Firm Contract Approval
Category:	Business Agenda
Presented By:	David Dieffenbach, Capital Projects Manager

Issue Before the Commission:	Request to approve a contract for Architectural services to implement the Strategic Facility Plan.
Informational Summary:	In October of 2021 the county hired SERA Design & Architecture to complete a Strategic Facilities Plan (SFP). SERA presented the final report of the work completed to your Board in January of 2023 at a work session. The scope of work for this contract will include a review of the SFP which includes ongoing evaluation of the Duane St. Annex (former jail building) to design a plan that includes creating viable work spaces within the Duane Street Annex that will meet county space constraints and improving work space efficiencies within the 800 & 820 Exchange Buildings. The scope also includes creating a satellite space in Seaside to allow for staff and Board members to have a south county work space presence. The full Scope of Work is listed in the attached Contract and attached documents The project was posted on Oregon Buys, on February 15, 2023; proposals where due March 1, 2023. Three (3) proposals were received from architecture firms. The firms that proposed have varied back grounds, staff and experience. The proposals were reviewed and scored by the Assistant County Manager, Juvenile Director and Capital Projects Manager. The scoring team created a short list of two architecture firms based on the reviews of the proposals and scoring. Two firms were interviewed by a team including the County Manager, Assistant County Manager, Juvenile Director and Capital Projects Manager.

The scoring criteria included Qualifications and Experience of Firm, Qualifications and Experience of Staff, Approach & Methodology to the project, and References. The firms interviewed were;

- SERA, Design & Architecture, Inc.
- Scott Edwards Architecture

Based on the scoring and interviews, staff is recommending SERA, Design & Architecture, Inc.

Fiscal Impact: All work of this contract will be from approved budgeted funds for this FY and funds will be included in next FY budget for this project.

Requested Action:

"Authorize the County Manager to sign the contract with SERA, Design & Architecture, Inc, in the amount of $540,528; and to authorize the County Manager to sign amendments up 25% of this contract amount."

Attachment List

A. Professional Services Contract, Insurance Certificates
B. Attachment No. 1 Fee & Scope Proposal
C. Attachment No. 2 Architect Proposal
D. Request for Qualifications

Clatsop County
STANDARD PROFESSIONAL SERVICES CONTRACT
(Architectural, Engineering, Land Surveying and Related Services)

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is between the Clatsop County, (the "Owner"), and:

Company	SERA Design and Architecture, Inc.	Contract #	C8276
Address	600 SW 10th Ave., Suite 500		
City, State Zip	Portland, OR 97205		
Phone	503-445-7372	Fax #	

(the "Consultant") (collectively Owner and Consultant are referred to as the "Parties"). This Contract is for all Services related to completion of the project more particularly described as follows (the "Project"):

Clatsop County Strategic Facility Plan Implementation.

Project Addresses:

800 Exchange Street, Astoria
820 Exchange Street, Astoria
355 7th Street, Astoria
1120 Broadway St., Seaside, Oregon

"The fixed limit for construction of the Project is $4,583,000

This Contract shall become effective on the date that the Contract is fully executed by the Parties and all required Clatsop County approvals have been obtained (the "Effective Date"). No Services shall be performed prior to the Effective Date. The Contract shall expire, unless otherwise terminated or extended, on March 30, 2026. Generally, the Services to be performed by Consultant on the Project consist of the following (the "Services"):

The scope of work for this contract will include a review of the SFP which includes ongoing evaluation of the Duane St. Annex (former jail building) to design a plan that includes creating viable work spaces within the Duane Street Annex that will meet county space constraints and improving work space efficiencies within the 800 & 820 Exchange Buildings. The scope also includes creating a satellite space in Seaside to allow for staff and Board members to have a south county work space presence.

The Services are more specifically described in the **EXHIBIT A, Statement of Work**. Owner agrees to pay Consultant a sum not to exceed ($530,528) for performance of the Services, which shall include all allowable expenses. Progress payments shall be made in accordance with **EXHIBIT B, Consultant Compensation**.

This Contract consists of these introductory provisions and the signature page(s), Section 1-Relationship of the Parties, Section 2-Consultant's Responsibilities; Representations and Warranties, Section 3-Responsibilities of Owner; Special Contract Provisions, Section 4-General Contract Provisions and the following exhibits attached hereto and incorporated herein by this reference:

EXHIBIT A: Statement of Work
EXHIBIT B: Consultant Compensation
EXHIBIT C: Insurance Provisions
EXHIBIT D: Special Contract Provisions
EXHIBIT E: Critical Date Schedule
EXHIBIT F: Rate Schedule
EXHIBIT G: Assumptions and Exclusions

ATTACHMENT NO. 1 Proposal for Professional Services
ATTACHMENT NO. 2 Architects Proposal in Response to RFQ

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTERS ADDRESSED HEREIN. THE TERMS OF THIS CONTRACT CANNOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES AND CONTAINING ALL REQUIRED CLATSOP COUNTY APPROVALS. ANY SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION OR AMENDMENT SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO

UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED HEREIN. CONSULTANT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ALL OF THIS CONTRACT'S TERMS AND CONDITIONS. THIS CONTRACT, AND ANY AMENDMENTS TO IT, MAY BE EXECUTED IN COUNTERPARTS (EACH OF WHICH SHALL BE AN ORIGINAL AND ALL OF WHICH SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT) OR IN MULTIPLE ORIGINALS. A DIGITALLY TRANSMITTED FORM OF THIS CONTRACT OR ANY AMENDMENT THERETO, EXECUTED BY ONE OR MORE OF THE PARTIES, WILL CONSTITUTE A COUNTERPART HEREOF, AS LONG AS THE COUNTERPART BEARING THE PARTY'S ORIGINAL SIGNATURE IS PROMPTLY TRANSMITTED TO THE OTHER PARTY AND RECEIVED BY THAT PARTY FORTHWITH.

For Clatsop County:	Consultant: SERA Architects,
Don Bohn, County Manager	
Name/Title Date	Name/Title Date
Approved for Legal Sufficiency County Counsel	Approved by Name/Title Date

1. RELATIONSHIP OF THE PARTIES

1.1. Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. Consultant's performance of Services shall be as a professional consultant to Owner to carry out the Project and to provide the technical documents and supervision to achieve Owner's Project objectives.

1.2. In administering this Contract, Owner may retain the services of an independent project manager and other consultants as needed to fulfill Owner's objectives.

1.3. Consultant shall provide a list of all sub-consultants which Consultant intends to utilize on the Project (the "Sub-consultants"). This list shall include such information on the qualifications of the Sub-consultants as may be requested by Owner. Owner reserves the right to review the Sub-consultants proposed. Consultant shall not retain a Sub-consultant to which Owner has a reasonable objection.

1.4. Consultant acknowledges that this Contract was awarded on the basis of the unique background and abilities of the key personnel of Consultant and Sub-consultants identified by Consultant (collectively, the "Key Personnel" and individually, the "Key Person"). Therefore, Consultant shall make available Key Personnel as identified in its proposal. Consultant shall provide to Owner a list of the proposed Key Personnel to be assigned to the Project. This list shall include such information on the professional background of each Key Person as may be requested by Owner. If any Key Person becomes unavailable to Consultant, the Parties shall mutually agree upon an appropriate replacement. Without prior notice to, and the written consent of, Owner, Consultant shall not: (i) re-assign or transfer any Key Person to other duties or positions so that the Key Person is unable to fully perform his or her responsibilities under the Contract; (ii) allow any Key Person to delegate to anyone his or her performance of any management authority or other responsibility required under the Contract; or (iii) substitute any Key Person. Any of these actions shall constitute a material breach of the Contract. Consultant shall remove any individual or Sub-consultant from the Project if so directed by Owner in writing following discussion with Consultant, provided that Consultant shall have a reasonable time period within which to find a suitable replacement.

2. CONSULTANT'S RESPONSIBILITIES; REPRESENTATIONS AND WARRANTIES

2.1. Consultant agrees that:

2.1.1. The phrase "Standard of Care" that is used in this Contract is defined as follows: the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions (the "Standard of Care");

2.1.2. Consultant shall perform all Services in accordance with the Standard of Care;

2.1.3. Consultant shall prepare, in accordance with the Standard of Care, all drawings, specifications, deliverables and other documents so that they accurately reflect, fully comply with and incorporate all applicable laws, rules, and regulations, and so that they are complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of Consultant;

2.1.4. Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, specifications, deliverables and other documents prepared by Consultant at no additional cost to Owner;

2.1.5. Owner's review or acceptance of documents shall not be deemed as approval of the adequacy of the drawings, specifications, deliverables and other documents. Any review or acceptance by Owner will not relieve Consultant of any responsibility for complying with the Standard of Care;

2.1.6. Except as provided in Supplemental Services addressed within **Exhibits A and B**, Consultant shall, at no additional cost to Owner, render assistance to Owner in resolving problems or other issues relating to the Project design or to specified materials;

2.1.7. During the term of the Contract, Consultant shall obtain, hold, maintain and fully pay for all licenses and permits required by law for Consultant to conduct its business and perform the Services. During the term of the Contract, Owner shall pay for and Consultant shall obtain, hold and maintain all licenses and permits required for the Project, unless otherwise specified in the Contract. Consultant shall review the Project site and the nature of the Services and advise Owner throughout the course of the Project as to the necessity of obtaining all Project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses; and

2.1.8. Consultant shall pay all Sub-consultants and other subcontractors as required by Consultant's contracts with those Sub-consultants and subcontractors. Consultant agrees that Owner has no direct or indirect contractual obligation or other legal duty whatsoever to pay the Sub-consultants and other subcontractors of Consultant or otherwise ensure that Consultant makes full and timely payment to those Sub-consultants and subcontractors for services performed on the Project.

2.2. Consultant represents and warrants to Owner that:

2.2.1. Consultant has the power and authority to enter into and perform this Contract; the persons executing this Contract on behalf of Consultant have the actual authority to bind Consultant to the terms of this Contract;

2.2.2. When executed and delivered, this Contract shall be

a valid and binding obligation of Consultant enforceable in accordance with its terms; the provisions of this Contract do not conflict with or result in a default under any agreement or other instrument binding upon Consultant and do not result in a violation of any law, regulation, court decree or court order or other legal process applicable to Consultant;

2.2.3. Consultant shall, at all times during the term of this Contract, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent;

2.2.4. Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Contract and to design and administer a project having the scope and complexity of the Project;

2.2.5. Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Contract;

2.2.6. Consultant is, or shall become, in a manner consistent with the Standard of Care, familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project;

2.2.7. All Services shall be performed in accordance with the Standard of Care;

2.2.8. The Project, when completed and if constructed in accordance with the intent established by the drawings, specifications, deliverables and other documents prepared by Consultant pursuant to this Contract, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended; and

2.2.9. The published specifications of the "Automated Systems" that Consultant has specified, designated and planned pursuant to this Contract conform to the Contract requirements. For the purposes of this subsection, "Automated Systems" shall mean any computers, software, firmware, HVAC systems, elevators, electrical systems, fire or life safety systems, security systems and any other electrical, mechanized or computerized devices serving the Project.

2.3. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Contract or at law.

3. RESPONSIBILITIES OF OWNER; SPECIAL CONTRACT PROVISIONS

Owner's responsibilities under this Contract, and certain additional responsibilities of Consultant, are set forth in **Exhibit D-Special Contract Provisions**.

4. GENERAL CONTRACT PROVISIONS

4.1. Contract Performance. Consultant shall at all times perform the Services diligently and without delay and shall punctually fulfill all Contract requirements consistent with the schedule for the performance of Services set forth in **Exhibits A and E**. Expiration or termination of the Contract shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance. **Time is of the essence in the performance of this Contract.**

4.2. Access to Records. For not less than three (3) years after the Contract's expiration or termination, Owner, and their duly authorized representatives shall have access to the books, documents, papers, and records of Consultant and the Sub-consultants which pertain to the Contract for the purpose of making audits, examination, excerpts, and transcripts. If, for any reason, any part of this Contract, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Consultant shall provide Owner and the other entities referenced above with full access to these records in preparation for and during litigation.

4.3. Funds Available and Authorized. Owner reasonably believes as of the Effective Date that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within Owner's appropriation or limitation. Consultant understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current biennium is contingent on Owner receiving from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

4.4. Insurance. Consultant shall maintain in effect for the duration of this Contract, or any other time periods required herein, the insurance set forth in **Exhibit C-Insurance Provisions**.

4.5 Indemnity.

4.5.1. CLAIMS FOR OTHER THAN PROFESSIONAL LIABILITY. CONSULTANT SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS CLATSOP COUNTY AND OWNER, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF CONSULTANT OR ITS SUB-CONSULTANTS,

SUBCONTRACTORS, AGENTS, OR EMPLOYEES UNDER THIS CONTRACT.

4.5.2. CLAIMS FOR PROFESSIONAL LIABILITY. CONSULTANT SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS CLATSOP COUNTY AND OWNER, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE ARISING OUT OF THE PROFESSIONALLY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT OR ITS SUB-CONSULTANTS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS CONTRACT.

4.5.3. Owner Defense Requirements. Notwithstanding the obligations under Sections 4.5.1 and 4.5.2, neither Consultant nor any attorney engaged by Consultant shall defend any claim in the name of the County or any agency of Clatsop County, nor purport to act as legal representative of Clatsop County or any of its agencies, without the prior written consent of the County Counsel. Owner may, at any time and at its election, assume its own defense and settlement of any claims in the event that: it determines that Consultant is prohibited from defending Clatsop County; Consultant is not adequately defending Clatsop County's interests; an important governmental principle is at issue; or it is in the best interests of Clatsop County to do so. Clatsop County reserves all rights to pursue any claims it may have against Consultant if Clatsop County elects to assume its own defense.

4.5.4. Owner's Actions. This Section 4.5 does not include indemnification by Consultant of Clatsop County or Owner or their officers, agents, and employees, for the acts or omissions of Clatsop County, Owner or their officers, agents, and employees, whether within the scope of the Contract or otherwise.

4.6. Consultant's Status.

4.6.1. Consultant shall perform all Services as an independent contractor. Although Owner reserves the right to set the delivery schedule for the Services to be performed and to evaluate the quality of the completed performance, Owner cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant, Consultant's employees and the Sub-consultants are not "officers, employees, or agents" of Clatsop County or Owner, as those terms are used in ORS 30.265.

4.6.2. Consultant shall not have control or charge of, and shall not be responsible for, the acts or omissions of other consultants or contractors under contract with Owner who are performing services or construction work on the Project. However, this provision does not in any way change Consultant's professional responsibility to report to Owner any information, including information on the performance of consultants or contractors outside the control or charge of Consultant, concerning activities or conditions that have or could have an adverse effect on Owner or the Project.

4.6.3. Consultant is not a contributing member of the Public Employee's Retirement System and will be responsible for any federal, state or other taxes applicable to any compensation or payments paid to Consultant under this Contract. Consultant will not be eligible for any benefits from any payments made under this Contract for federal Social Security, unemployment insurance, or worker's compensation, except as a self-employed individual. If any payment under this Contract is to be charged against federal funds, Consultant certifies that it is not currently employed by the federal government.

4.7. Successors & Assignments. The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. After the original Contract is executed, Consultant shall not enter into any Sub-consultant agreements for any of the Services or assign or transfer any of its interest in this Contract, without the prior written consent of Owner.

4.8. Compliance with Applicable Law. Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Services. Owner's performance under this Contract is conditioned upon Consultant's compliance with the provisions of ORS 279C.505, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference. Consultant, the Sub-consultants, if any, and all employers providing Services, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017.

4.9. Governing Law; Jurisdiction; Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Owner and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Clatsop County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this "Governing Law; Jurisdiction; Venue" section be construed as a waiver by Clatsop County of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

4.10. Tax Compliance Certification.

4.10.1. By signature on this Contract, the undersigned certifies under penalty of perjury that the undersigned is authorized to act on behalf of Consultant and that Consultant is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

4.10.2. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

4.11. Severability. The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

4.12. Force Majeure. Neither party shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to fire, riot, acts of God, terrorist acts or war where such cause was beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

4.13. Waiver. The failure of Owner to enforce any provision of this Contract shall not constitute a waiver by Owner of that or any other provision.

4.14. Third Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against Owner or Consultant. Consultant's Services under this Contract shall be performed solely for Owner's benefit and no other entity or person shall have any claim against Consultant because of this Contract for the performance or nonperformance of Services hereunder.

4.15. Ownership of Work Product; **Confidentiality**.

4.15.1**.** Definitions. As used in this Contract, the following terms have the meanings set forth below:

a. "Consultant Intellectual Property" means any intellectual property that is owned by Consultant and developed independently from this Contract and that is applicable to the Services or included in the Work Product.

b. "Third Party Intellectual Property" means any intellectual property that is owned by parties other than Owner or Consultant and that is applicable to the Services or included in the Work Product.

c. "Work Product" means the Services Consultant delivers or is required to deliver to Owner under this Contract. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

4.15.2. Work Product. Except as provided in Sections 4.15.3 and 4.15.4, all Work Product created by Consultant pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of Owner. Owner and Consultant agree that such original works of authorship are "work made for hire" of which Owner is the author within the meaning of the United States Copyright Act. To the extent that Owner is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to Owner any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Owner's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Owner. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

4.15.3. Consultant Intellectual Property. In the event that Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use Consultant Intellectual Property, for the purposes described in this Contract.

4.15.4. Third Party Intellectual Property. In the event that Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on Owner's behalf and in the name of Owner, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.

4.15.5. Consultant Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Consultant Intellectual Property or is a compilation that

includes Consultant Intellectual Property, Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of Owner to authorize contractors, consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Contract.

4.15.6. Third Party Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Consultant shall secure on Owner's behalf and in the name of Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, including the right to authorize contractors, consultants and others to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, for the purposes described in this Contract.

4.15.7. Limited Owner Indemnity. To the extent permitted by the Oregon Constitution, Article XI, Section 7, and by the Oregon Tort Claims Act, ORS 30.260 through 30.397, Consultant shall be indemnified and held harmless by Owner from liability arising out of re-use or alteration of the Work Product by Owner which was not specifically contemplated and agreed to by the Parties in this Contract or under separate contract.

4.15.8. Consultant Use of Work Product. Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

4.15.9. Confidential Information. Consultant acknowledges that it or its employees, Sub-consultants, subcontractors or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of Owner or Owner's clients. Any and all information provided by Owner and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-consultants, subcontractors or agents in the performance of this Contract shall be deemed to be confidential information of Owner ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that Owner designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by Owner to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than Owner without the obligation of confidentiality; (e) is disclosed with the written consent of Owner; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

4.15.10. Non-Disclosure. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to Owner under this Contract, and to advise each of its employees, Sub-consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist Owner in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise Owner immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Consultant will at its expense cooperate with Owner in seeking injunctive or other equitable relief in the name of Owner or Consultant against any such person. Consultant agrees that, except as directed by Owner, Consultant will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at Owner's request, Consultant will turn over to Owner all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

4.15.11. Injunctive Relief. Consultant acknowledges that breach of this **Section 4.15**, including disclosure of any Confidential Information, will give rise to irreparable injury to Owner that is inadequately compensable in damages. Accordingly, Owner may seek and obtain injunctive relief against the breach or threatened breach of this **Section 4.15**, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Owner and are reasonable in scope and content.

4.15.12. Publicity. Consultant agrees that news releases and other publicity relating to the subject of this Contract will be made only with the prior written consent of Owner.

4.15.13. Security. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of Owner when using, having access to, or creating systems for any of Owner's computers, data, systems, personnel, or other information resources.

4.16. Termination.

4.16.1. Parties Right to Terminate by Agreement. This Contract may be terminated at any time, in whole or in part, by written mutual consent of the Parties.

4.16.2. Owner's Right to Terminate for Convenience. Owner may, at its sole discretion, terminate this Contract, in whole or in part, by written notice to Consultant specifying the termination date of the Contract.

4.16.3. Owner's Right to Terminate for Cause. Owner may terminate this Contract immediately, in whole or in part, upon written notice to Consultant, or such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

4.16.3.1. Owner lacks lawful funding, appropriations, limitations or other expenditure authority at levels sufficient to allow Owner, in the exercise of its reasonable discretion, to pay for Consultant's Services;

4.16.3.2. Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Contract are prohibited or Owner is prohibited from paying for such Services from the planned funding source;

4.16.3.3. Consultant no longer holds all licenses or certificates that are required to perform the Services; or

4.16.3.4. Consultant fails to provide Services within the times specified or allowed under this Contract; fails to perform any of the provisions of this Contract; or so fails to perform the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Owner, does not correct such failures within the time that Owner specifies (which shall not be less than 10 calendar days, except in the case of emergency).

4.16.4. Cessation of Services. Upon receiving a notice of termination, and except as otherwise directed in writing by Owner, Consultant shall immediately cease all activities related to the Services or the Project.

4.16.5. Consultant's Right to Terminate for Cause.

4.16.5.1. Consultant may terminate this Contract if Owner fails to pay Consultant pursuant to this Contract, provided that Owner has failed to make such payment to Consultant within forty-five (45) calendar days after receiving written notice from Consultant of such failure.

4.16.5.2. Consultant may terminate this Contract, for reasons other than non-payment, if Owner commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform under the Contract within the time specified, or so fails to perform as to endanger Consultant's performance under this Contract, and such breach, default or failure is not cured within thirty (30) calendar days after delivery of Consultant's notice, or such longer period as Consultant may specify in such notice.

4.16.6. Delivery of Work Product/Retained Remedies of Owner. As directed by Owner, Consultant shall, upon termination, promptly deliver to Owner all documents, information, works in progress and other property that are deliverables or would be deliverables if the Contract had been completed. By Consultant's signature on this Contract, Consultant allows Owner to use Work Product and other property for Owner's intended use. The rights and remedies of Owner provided in this **Section 4.16** are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

4.16.7. Payment upon Termination.

4.16.7.1. In the event of termination pursuant to **Sections 4.16.1, 4.16.2, 4.16.3.1, 4.16.3.2** or **4.16.5**, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by Owner plus Consultant's reasonable Contract close-out costs, less previous amounts paid and any claim(s) which Owner has against Consultant, except in the event of a termination under **Section 4.16.3.1**, where no payment will be due and payable for Services performed or costs incurred after the last day of the current biennium, consistent with **Section 4.3**. Within thirty (30) days after termination, Consultant shall submit an itemized invoice for all un-reimbursed Services completed before termination and all Contract close-out costs actually incurred by Consultant. Owner shall not be obligated to pay for any such costs invoiced to and received by Owner later than thirty (30) days after termination. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall promptly refund any excess amount upon demand.

4.16.7.2. In the event of termination pursuant to **Sections 4.16.3.3** or **4.16.3.4**, Owner shall have any remedy available to it in law or equity. Such remedies may be pursued separately, collectively or in any order whatsoever. If it is determined for any reason that Consultant was not in default under **Sections 4.16.3.3** or **4.16.3.4**, the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to **Section 4.16.2**.

4.17. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the State of Oregon as of the Effective Date, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State's Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to executing this Contract.

4.18. Notice. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be

given in writing by personal delivery, facsimile, or mail, postage prepaid, to Consultant or Owner at the address or number set forth on **Exhibit A**, or to such other address or number as either party may provide pursuant to this "Notice" section. Any notice delivered by mail shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a receipt of the transmission. To be effective against Owner, any facsimile communication or notice must be confirmed by telephone notice to Owner's Representative for the Project as indicated in **Exhibit A** and shall not be deemed to be given until such confirmation is completed. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission.

4.19. Media Contacts; Confidentiality. Consultant shall provide no news release, press release, or any other statement to a member of the news media regarding this Project, without Owner's prior written authorization.

4.20. Conflict of Interest. Except with Owner's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear to, compromise Consultant's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

Exhibits A through G are attached.

CLATSOP COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT A
STATEMENT OF WORK

Owner and Consultant agree that the following Services shall be provided by Consultant for the design and construction administration of the Project. The completed Project is intended to be a functional structure and improved site that can be legally occupied and fully used for the intended functions as constructed. For purposes of this Contract, "Basic Services" are those Services described in Phases 1 through 6 of this **Exhibit A**, "Supplemental Services" are those Services described in Phase 7 of this **Exhibit A**, and "Reimbursable Expenses" are those expenses described in Section B.2 of **Exhibit B-Consultant Compensation**, and further defined in Section B.1.03 of **Exhibit B**.

PROJECT DESCRIPTION:

The scope of work includes a confirmation of the priorities to the (requested) budget, assessments of the buildings, concept and schematic design with cost forecasting by December of 2023. Construction documents, permitting/bidding and contract administration is targeted for 2024.

PROJECT PHILOSOPHY: Consultant shall perform professional services for the design of the Project to obtain the greatest long-term value for Clatsop County, and to result in the prudent expenditure of public funds within the constraints of the Project program, context, and budget. In pursuing these goals, Consultant, with Owner's assistance, shall:

a. Perform Services which are appropriate for the context of the Project and the nature of its function, both present and future.
b. Avoid expenditures for aesthetic effect which are disproportionate when compared to the additional benefit to the Project as a whole.
c. Help assure the Project is completed on time and within budget.
d. Strive to reduce the construction cost of the Project while keeping life-cycle costs low.
e. Apprise Owner throughout the Project concerning the economic impact of all design decisions.
f. Document all Project requirements and verify, to Owner's satisfaction, that requirements are included in the Construction Documents.
g. Omitted.
i. (NOT REQUIRED FOR THIS PROJECT). Prepare a comprehensive State Energy Efficiency Design ("SEED") analysis of the Project,
j. (NOT REQUIRED FOR THIS PROJECT) As directed by Owner, provide all documentation necessary to incorporate appropriate green energy technology in the Project that meets the requirements of ORS 279C.527 and 279C.528 and the State of Oregon Department of Energy.

A.1 PHASE 1 - BASIC SERVICES – PROGRAMMING

During the programming phase, Consultant shall provide those Basic Services necessary to refine programming, site-related limitations and general requirements for the Project. Some of the described Services will be provided during this activity phase and some during other phases of Project design. Consultant's Services during Phase 1 shall consist of the following:

A.1.01 KICKOFF Services. Consultant shall confirm and refine the program information already developed for the Project. establishing priorities and reconciling space needs from the SFP (Strategic Facility Plan) for Phase I. Consultant shall gather information from Owner and Project stakeholders to identify requirements, problems, issues, expectations and concerns, as well as Project goals. The programming information developed by Consultant shall include, but is not limited to, a list of spaces, their sizes, and a brief narrative describing the relationship between spaces. Consultant shall prepare a refined Space Needs Program, for presentation to and approval by Owner.

A.1.02 EVALUATIONS & CONCEPT DIAGRAM Services. Asses the building for Phase I work and concept design of the first floor of the Annex building and specific areas of the Exchange Buildings. Deliverables include; Assessment Reports, (2) Workshops on findings, (2) stakeholders meetings, Concept diagrams and narratives, (1) exterior rendering of the Annex building.

A.1.03 COST FORECAST Services. Consultant shall develop a probable construction cost range, +/- 20%, for the Project (the "Programming Design Phase Statement of Probable Construction Cost") based on the most recent programming information. Consultant shall arrange the costs of constituent elements in the "Construction Specification Institute" ("CSI") format and shall include the costs of systems, assemblies, and functional areas.

A.2 PHASE 2 - BASIC SERVICES - SCHEMATIC DESIGN SERVICES

In the schematic design phase, from the Owner-approved programming information, Consultant shall provide those Basic Services necessary to prepare schematic design documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components (the "Schematic Design Documents") for acceptance by Owner. Designs will be conceptual in character and based on program requirements provided by Owner. Consultant's Services during Phase 2 shall consist of the following:

A.2.01 ARCHITECTURAL DESIGN/DOCUMENTATION Services. Consultant shall respond to program requirements and prepare: conceptual building plans; preliminary sections and elevations; and development of approximate dimensions, areas and volumes. These Services shall also include the following:

a. Single-line drawings showing complete building layout, identifying the various major areas, core areas and their relationships.
b. Identification of all proposed finishes (includes all exterior surfaces, doors and windows).

A.2.02 STRUCTURAL DESIGN/DOCUMENTATION Services. Consultant shall recommend basic structural materials and systems, analyses, and develop conceptual design solutions for a primary structural system and alternate structural systems. These Services shall also include the following:

a. Structural systems layout with overall dimensions and floor elevations. Identification of structural system (pre-cast, structural steel with composite deck, structural steel with bar joists, etc.).
b. Identification of foundation requirements (fill requirements, piles, caissons, spread footings, etc.).

A.2.03 MECHANICAL DESIGN/DOCUMENTATION Services. Consultant shall consider alternate materials, systems and equipment and develop conceptual design solutions for: energy sources; energy conservation; heating and ventilating; air conditioning; plumbing; fire protection; and general space requirements necessary to allow for installation and utilization. These Services shall also include the following:

a. Block heating, ventilating and cooling load calculations including envelope and internal loads.
b. Minimum of two HVAC systems that appear compatible with loading conditions for subsequent life-cycle costing.
c. Single-line drawings of all mechanical equipment spaces, duct chases and pipe chases.
d. Location of all major equipment in allocated spaces.

A.2.04 ELECTRICAL DESIGN/DOCUMENTATION Services. Consultant shall respond to program requirements, recommend basic electrical materials and systems, analyses, and develop conceptual design solutions for: lighting; electrical; security and telecommunications systems. These Services shall also include the following:

a. An illumination plan showing estimated quantity of light from all sources and for all areas. Incorporation of daylight strategies to minimize artificial lighting. Recommendations for types and quantities of fixtures to be used.
b. Major electrical equipment roughly scheduled indicating size and capacity.
c. Complete preliminary one-line electrical distribution diagrams with indications of final location of service entry, switchboards, motor control centers, panels, transformers and onsite power generator.
d. Legend showing all symbols used on drawings.

A.2.05 CIVIL DESIGN/DOCUMENTATION Services. Consultant shall consider alternate materials and systems and develop conceptual design solutions for on-site utility systems and fire protection systems.

A.2.06 MATERIALS RESEARCH/SPECIFICATIONS Services. Consultant shall: identify potential architectural materials, systems and equipment, including their criteria and quality standards, which are consistent with the conceptual design; investigate availability and suitability of alternative architectural materials, systems and equipment; and coordinate similar activities of other disciplines. Consultant shall include research for less toxic materials that provide safer alternatives for people and the building environment.

A.2.07 INTERIOR DESIGN Services. From the approved "Needs Analysis," Consultant shall provide interior space planning based on functional relationships, DAS policy, code requirements, finishes, colors, systems, furniture and equipment. Consultant shall integrate interior space planning with conceptual design solutions for architectural, structural, mechanical, electrical and equipment requirements in order to establish an integrated design approach for a fully functional and coordinated building environment. Consultant shall obtain design input from Owner. The space plan shall include the number and location of all workstations and office layouts, loose furniture, special equipment, high density filing systems, and other rooms. Consultant shall perform these Services within the constraints of the proposed furniture system, taking into account panel dimensions and standards to provide basic workstation layouts that provide block dimensions.

A.2.08 PROJECT DEVELOPMENT SCHEDULING Services. Consultant shall update the Critical Date Schedule as previously established.

A.2.09 COST FORECAST Services . Consultant shall develop a probable construction cost range, +/- 20%, for the Project (the "Schematic Design Phase Statement of Probable Construction Cost") based on the most recent schematic design studies, current area, volume, or other unit costs, and expected Project contingencies and consistent with the construction cost budget.

A.3 PHASE 3 - BASIC SERVICES - DESIGN DEVELOPMENT SERVICES

In the design development phase Consultant shall provide those Basic Services necessary to prepare, from the Owner-approved Schematic Design Documents, the design development documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including architectural, structural, mechanical, electrical, and other systems, materials and such other elements as may be appropriate (the "Design Development Documents"). Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, Owner's safety and maintenance requirements, sustainability and energy conservation. Outline specifications shall be prepared in accordance with the Construction Specification Institute standards and shall include, but not be limited to, general and product information. Consultant's Services during Phase 3 shall consist of the following:

A.3.01 ARCHITECTURAL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand architectural Schematic Design Documents to establish the scope, relationship, forms, size and appearance of the Project through: plans, sections and elevations; typical construction details; and equipment layouts. These Services shall also include the following:

a. Floor plans with final room locations including all openings.
b. Building sections showing coordination and relationship between components.
c. Wall sections showing final dimensional relationships, materials and component relationships.
d. Identification of all fixed and loose equipment to be installed.
e. Finish schedule identifying all finishes.
f. Door and hardware schedule showing final quantity plus type and quality levels.
g. Site plan, including grading and drainage.
h. Preliminary development of details and large scale blow-ups.
i. Legend showing all symbols used on the drawings.
j. Outline specifications, in accordance with the CSI standards.
k. Reflected ceiling development including ceiling grid and all devices that penetrate ceiling (i.e., light fixtures, sensors, sprinkler heads, ceiling register or diffusers, etc.).

A.3.02 STRUCTURAL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop the specific structural system(s) and Schematic Design Documents in sufficient detail to establish: basic structural system and dimensions; final structural design criteria; foundation design criteria; preliminary sizing of additional major structural components; critical coordination clearances; and outline specifications or materials lists. These Services shall also include the following:

a. Plan drawings with all structural members located and sized.
b. Footing, beam, column and connection schedules.
c. Final building elevations.
d. Outline specifications.
e. Foundation drawings.

A.3.03 MECHANICAL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand mechanical Schematic Design Documents and develop outline specifications or materials lists to establish: approximate equipment sizes and capabilities; preliminary equipment layouts; required space for equipment; required chases and clearances; acoustical and vibration control; visual impacts; and energy conservation measures. These Services also include the following:

a. Heating and cooling load calculations for each space and major duct or pipe runs sized to interface with structural elements.
b. Major mechanical equipment scheduled indicating size and capacity.
c. Duct work and piping systems substantially located and sized.
d. Devices in ceiling located.
e. Legend showing all symbols used on the drawings.
f. Outline specifications.

A.3.04 ELECTRICAL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand electrical Schematic Design Documents and develop outline specifications or materials lists to establish: criteria for lighting, electrical, security and telecommunications systems; approximate sizes and capacities of major components; preliminary equipment layouts; required space for equipment; and required chases and clearances. These Services also include the following:

a. All power consuming equipment and load characteristics.
b. Total electrical load.
c. Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.
d. Complete preliminary site lighting design.
e. Outline specifications.
f. Lighting, power, telecommunications and office automation devices and receptacles shown on the plan.
g. Final light fixture schedule.
h. Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment, and any other special use areas.

A.3.05 CIVIL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand civil Schematic Design Documents and develop outline specifications or materials lists to establish the final scope and preliminary details for on-site engineering services.

A.3.06 (NOT REQUIRED FOR THIS PROJECT). LANDSCAPE DESIGN/DOCUMENTATION Services.

A.3.07 MATERIALS RESEARCH/SPECIFICATIONS Services. Consultant shall: prepare for Owner's approval the proposed Special Conditions of the construction contract (the "Construction Contract"); develop architectural outline specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment and their criteria and quality standards; coordinate similar activities of other disciplines; produce a design manual, including design criteria and outline specifications or materials lists. Where applicable, Consultant shall include: less toxic materials specifications or materials lists reviewed by third-party certification programs; safer products which are already commercially available to the extent that is practical; safer options that also limit premium costs and overall lifecycle costs.

A.3.08 INTERIOR DESIGN/DOCUMENTATION Services. Consultant shall further develop and coordinate the approved schematic interior space plan based on functional relationships, DAS policy, code requirements, finishes, colors, systems and equipment. Consultant shall develop conceptual design solutions that are coordinated with architectural, structural, mechanical, electrical and equipment requirements and dimensions in order to establish an integrated design approach for a fully functional building. Consultant's coordination Services shall include verification of the building layout with the selected furniture system. Consultant shall provide workstation layout including low voltage ports, service voltage, special equipment, and panel feeds.

A.3.09 PROJECT DEVELOPMENT SCHEDULING Services. Consultant shall review and update previously established schedules for the Project.

A.3.10 STATEMENT OF PROBABLE CONSTRUCTION COST Services. Consultant shall update and refine the Schematic Design Phase Statement of Probable Construction Cost of the Project as it is related to the construction cost budget and taking into consideration: availability of materials and labor; Project delivery procedures; construction sequencing and scheduling; changes in scope of the Project; and adjustments in quality standards. Completion of these Services shall result in the "Design Development Phase Statement of Probable Construction Cost."

A.3.11 VALUE ENGINEERING Services. Consultant shall lead a review team during the design development phase of the Project. Consultant shall provide an intensive analysis of the entire Project.

A.3.12 COMMISSIONING PROCESS INTEGRATION Services. Consultant shall provide Services to coordinate those activities directly related to the commissioning of the building at the Project. These Services include working with the CA to develop a clearly defined design intent for the Project building and its systems. Consultant shall review and respond to all CA input provided throughout the Project. Consultant shall collaborate with the CA and provide specifications that list and describe the Contractor's duties in the commissioning processes.

A.3.13 ENERGY EFFICIENCY DESIGN SERVICES.

A.4 PHASE 4 - BASIC SERVICES - CONSTRUCTION DOCUMENTS SERVICES

In the Construction Documents phase Consultant shall provide those Basic Services necessary to prepare, from the approved Design Development Documents, construction documents consisting of drawings, specifications and other documents setting forth in detail the requirements for construction of the Project, as well as the documents pertaining to bidding and contracting for the construction of the Project (the "Construction Documents"). Consultant's Services during Phase 4 shall consist of the following:

A.4.01 Upon written authorization from Owner to proceed, Consultant shall prepare, from the approved Design Development Documents, working drawings and specifications setting forth in detail the requirements for the

construction of the entire Project. Additional requirements of the documents are:

a. Owner shall provide the General and Supplemental General Conditions of the Construction Contract; which Consultant shall incorporate into the Construction Documents.

b. Complete specifications shall be prepared using the Construction Specifications Institute's 3-part and 16-division format.

c. Consultant shall provide Owner with in-progress Construction Documents as needed during development of this phase.

d. After review and approval of the 100% complete draft Construction Documents by Owner, Consultant shall continue with preparation of the final documents, including final specifications for all authorized work on the Project, and shall incorporate in those final documents the comments and any modifications or changes desired by Owner, any modifications required for compliance with all applicable codes, regulations or standards, and the approved program or prior written approvals and instructions of Owner. The resulting final Construction Document submittal shall be a complete, fully coordinated, integrated package, suitable for bidding distribution, without any significant addenda or further clarifications required.

A.4.02 ARCHITECTURAL DESIGN/DOCUMENTATION Services. Consultant shall prepare drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.

A.4.03 STRUCTURAL DESIGN/DOCUMENTATION Services. Consultant shall prepare final structural engineering calculations; drawings, and specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.

A.4.04 MECHANICAL DESIGN/DOCUMENTATION Services. Consultant shall prepare final mechanical engineering calculations, drawings, and specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

A.4.05 ELECTRICAL DESIGN/DOCUMENTATION Services. Consultant shall prepare final electrical engineering calculations, drawings, and specification based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.

A.4.06 CIVIL DESIGN/DOCUMENTATION Services. Consultant shall prepare final civil engineering calculations, drawings, and specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements.

A.4.07 (NOT REQUIRED FOR THIS PROJECT). LANDSCAPE DESIGN/DOCUMENTATION Services. Consultant shall prepare drawings and specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project.

A.4.08 MATERIALS RESEARCH/SPECIFICATIONS Services. Consultant's in-house architectural personnel shall: assist Owner in development and preparation of: bidding documents which describe the time, place, and conditions of bidding; bidding forms; and architectural specifications describing materials, systems, and equipment; workmanship; quality and performance criteria required for the construction of the Project (the "Bidding Documents"). These personnel shall also coordinate the development of specifications by other disciplines and compile the Project Manual, including conditions of the contract, Bidding Documents and specifications.

A.4.09 PROJECT DEVELOPMENT SCHEDULING Services. Consultant shall review and update previously established schedules for the Project.

A.4.10 STATEMENT OF PROBABLE CONSTRUCTION COST Services. Consultant shall update and refine the Design Development Phase Statement of Probable Construction Cost of the Project related to the construction cost budget and shall take into consideration: availability of materials and labor; Project delivery; procedures; construction sequencing, and scheduling; changes in scope of the Project; and adjustments in quality standards. Completion of these Services shall result in the "Construction Documents Phase Statement of Probable Construction Cost."

A.4.11 ALL SPECIFIED ITEMS SHALL BE STANDARD, cataloged, manufactured items or "off the shelf" items. No custom items shall be designed or specified without prior written authorization of Owner. No proprietary or "sole source" items shall be specified. Brand name products may be specified so long as "approved equal" is included with their specification, if there is no other practical method of specification.

A.4.12 RECYCLED PRODUCTS SHALL BE USED where they are economically feasible. Consultant shall give preference to materials and supplies manufactured from recycled materials under the following conditions:

a. The recycled product is available;

b. The recycled product meets applicable standards;

c. The recycled product can be substituted for a comparable non-recycled product; and
d. Recycled product costs do not exceed the costs of non-recycled products by more than five percent.

A.4.13 INTERIOR DESIGN/DOCUMENTATION Services. Consultant shall further develop and coordinate the space plan based on approval by Owner of the Design Development Documents. Consultant shall consult and coordinate with Owner to develop the detailed drawings with all information required for bidding. These Services shall include detailed requirements for the selected system furniture power and low voltage feeds.

A.4.14 PLAN REVIEW INITIATION & COORDINATION Services. Consultant shall prepare all necessary project documents, with appropriate formatting and registration stamps, for submission to the mandatory authority having jurisdiction (the "AHJ") over the Project to obtain the building permit. Consultant shall apply and fill out all necessary documentation for a complete "plan check" submission prior to AHJ code review. In addition, Consultant shall meet with the AHJ as requested and answer project related questions and review applicable code compliance issues. Consultant shall be responsible for paying the "plan check" fees and will be reimbursed without markup as a Reimbursable Expense per Section B.2 of this Contract. The Construction Contractor will pay the building permit fee and all trades permits per the State of Oregon General Conditions for Public Improvement Contracts.

A.4.15 COMMISSIONING PROCESS INTEGRATION Services. Consultant shall coordinate those activities directly related to the commissioning of the building at the Project. These Services shall include working with the CA in the development of a clearly defined design intent for the building and its systems. Consultant shall review and respond to all CA input provided throughout the Project. Consultant shall collaborate with and provide specifications that list and describe the Contractor's duties in the commissioning processes.

A.5 PHASE 5 - BASIC SERVICES - BIDDING SERVICES

In the bidding phase Consultant, following Owner's approval of the Construction Documents Phase Statement of Probable Construction Cost, shall provide those Basic Services necessary for Consultant to assist Owner in obtaining bids and in awarding contracts for the work required for the full construction of the Project (the "Work"). In the case of phased construction, Owner may authorize bidding of portions of the Work prior to completion of the Construction Documents phase. Consultant's Services during Phase 5 shall consist of the following:

A.5.01 BIDDING MATERIALS Services. Consultant shall organize and manage Bidding Documents for: coordination; reproduction; completeness review; distribution; distribution records; retrieval; receipt and return of document deposits; review, repair and re-assembly of returned materials.

A.5.02 ADDENDA Services. Consultant shall prepare, for distribution by Owner, all addenda, including supplemental drawings, specifications, instructions and notices of changes in the bidding schedule and procedure.

A.5.03 BIDDING Services. Consultant shall assist Owner in: establishing a list of bidders; participating in pre-bid conferences; responding to questions from bidders and clarifications or interpretations of the Bidding Documents; and documenting and distributing bidding results.

A.5.04 ANALYSIS OF ALTERNATES/SUBSTITUTIONS Services. Consultant shall consider, analyze, compare, and approve or reject alternatives or substitutions proposed by bidders prior to and after receipt of bids or proposals.

A.5.05 SPECIAL BIDDING Services. Consultant shall document: decisions regarding multiple Construction Contracts or phased construction; technical evaluation of alternate building systems; and participation in detailed evaluation procedures for building systems proposals.

A.6 PHASE 6 - BASIC SERVICES - CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

In the construction administration phase Consultant shall provide those Basic Services necessary for the administration of the Construction Contract as set forth in the General Conditions and Supplemental General Conditions of the Construction Contract. Consultant shall receive and transmit information as a representative of Owner during the construction of the Project and shall advise and consult with Owner. Instructions to Contractor shall be forwarded through Consultant. Consultant shall have authority to act on behalf of Owner only to the extent provided in the Construction Contract. The construction phase for each portion of the Project will commence with the award of the Construction Contract to the Contractor, and will terminate when the Construction Contract warranty period expires. Consultant's Services during Phase 6 shall consist of the following:

A.6.01 OFFICE CONSTRUCTION ADMINISTRATION Services. Consultant shall process submittals, including receipt, review of, and appropriate action on shop drawings, product data, samples and other submittals required by the

Construction Contract and all documents specifically incorporated by reference into the Construction Contract (the "Contract Documents"). Consultant shall distribute submittals as required and shall maintain a master file of submittals and related communications.

A.6.02 INSPECTION COORDINATION Services. With respect to independent inspection and testing agencies, Consultant shall: administer and coordinate field testing and inspections by independent agencies as required by the Contract Documents; recommend the scope, standards, procedures, and frequency of testing and inspections; arrange for testing and inspection on Owner's behalf; notify inspecting and testing agencies of status of the Work requiring testing and inspection; evaluate compliance by testing and inspection agencies with required scope, standards, procedures, and frequency of testing and inspections; review reports on inspections and tests and notify Owner and Contractor of observed deficiencies in the Work. Consultant shall oversee, and coordinate with Owner and Contractor, the review of any system furniture installation by the Contractor to verify that dimension requirements are met.

A.6.03 SUPPLEMENTAL DOCUMENTS Services. Consultant shall: prepare, reproduce and distribute supplemental drawings, specifications, and interpretations in response to requests for clarification by the Contractor or Owner and as required by construction exigencies; and forward Owner's instructions and provide guidance to the Contractor on Owner's behalf relative to changed requirements and schedule revisions.

A.6.04 QUOTATION REQUESTS/CHANGE ORDERS Services. Consultant shall: prepare, reproduce and distribute drawings and specifications to describe Work to be added, deleted, or modified; review proposals from Contractor for reasonableness of quantities and costs of labor and materials; review and make recommendations regarding changes in time for substantial completion; review and make detailed recommendations, including, if requested, a specific alternative cost breakdown, regarding impact on space planning design; negotiate with Contractor on Owner's behalf regarding costs of Work proposed to be added, deleted, or modified; assist in the preparation of appropriate modifications of the Construction Contract; coordinate communications, approvals, notifications, and record keeping regarding changes in the Work.

A.6.05 PAYMENT REVIEW Services. Consultant shall: evaluate and certify applications for payment, including review and determination of whether each charge is accurate and constitutes payment for fully authorized and completed Work, and maintain complete records regarding performance of this Service.

A.6.06 PROJECT CLOSEOUT Services. Upon notice from the Contractor that the Work, or a designated portion thereof which is acceptable to Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, Consultant shall:

a. Perform a detailed inspection, with Owner's representative, of the Work for conformity to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected; and determine the amounts to be withheld until final completion.
b. Issue certificates of substantial completion and perform inspection(s) upon notice by Contractor that the Work is ready for final inspection and acceptance.
c. Notify Owner and Contractor of deficiencies found in follow-up inspection(s), if any;
d. Perform a final inspection with Owner's representative to verify final completion of the Work, and receipt and transmittal of warranties, affidavits, receipts, and releases and waivers of lien or bonds indemnifying Owner against liens;
e. Issue final certificate(s) for payment; and
f. Issue a summary of expenses in accordance with OAR 125-248-0120. In accordance with this requirement Consultant shall maintain and provide Owner with records regarding direct expenses including both general and specific travel expenses, whether reimbursable or not. This summary shall include all expenses incurred by Consultant and any Sub-consultants as a direct result of the performance of Services. The breakdown of these expenses shall be as follows:
    i. All of Consultant's direct travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed;
    ii. All of Sub-consultants' direct travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed;
    iii. All of Consultant's direct general expenses, other than travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed; and
    iv. All of Sub-consultants' direct general expenses, other than travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed.

A.6.07 RECORD DOCUMENT Services. Consultant shall provide Owner with accurate record drawings and record specifications manuals for the Project as more particularly described in this Section. Consultant shall deliver to Owner, within 90 days from receipt of the Contractor's working record documents, the following record documents (the "Record Documents"):

a. Hardcopy Set - The Record Documents shall consist of two (2) complete sets of record drawings, prepared on reproducible vellum or 24 lb. (minimum) bond media (the "Record Drawings"). The Record Drawings shall include all drawing sheets used for bidding including; addenda, all changes resulting from regulatory reviews, change orders and as-built conditions. Consultant is not responsible for the accuracy of the working as-built drawings furnished by Contractor.

b. Electronic Set - A complete set of Record Drawings (as described above in Section A.6.07(a) above) and generated in AutoCAD (version as directed by Owner) shall be provided to Owner by Consultant, as well as an electronic version of the complete specifications in a file format approved by Owner. Consultant shall verify that all electronic drawings are readable and that all AutoCAD xreference ("Xrefs") files are bound and formatted in such a way as to be readable by the AutoCAD version they are saved in. Consultant shall provide a list of all drawings, including Xrefs that are associated with the Record Drawings. The electronic Record Documents shall be provided on recordable (not re-recordable) compact discs.

A.6.08 WARRANTY REVIEW Services. Consultant shall: consult with and make recommendations to Owner, during the duration of the Construction Contract warranty period, concerning inadequate performance of materials, systems, and equipment under warranty; perform inspections prior to expiration of the warranty period to ascertain adequacy of performance of materials, systems, and equipment; and document defects or deficiencies and assist Owner in preparing instructions to the Contractor for correction of noted defects.

A.6.09 CONSTRUCTION CONTRACT ADMINISTRATION Services. Consultant shall perform Construction Contract administration Services as set forth in this section and the Contract Documents.

a. Consultant shall visit the site at bi-weekly intervals, and upon special circumstances as requested by Owner, to be familiar with the progress and quality of the Work, and to determine if the Work is generally proceeding in accordance with the Contract Documents. Consultant, in conjunction with the payment review, shall report to Owner on the accuracy of Contractor's working record drawings each month during construction. However, Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations, Consultant shall report such visits, observations, and information in a weekly written report to Owner.

b. Consultant shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the Work. Consultant, by virtue of its position alone and without regard for Consultant's actual involvement on site, shall not have control or charge of, and shall not be responsible for the acts or omissions of Contractor and any subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

c. Subject to the concurrence of Owner, Consultant shall be the interpreter of the requirements of the Contract Documents, regarding the performance thereunder by both Owner and Contractor. Accordingly, Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either Owner or Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between Owner and Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents. Owner shall render a final determination in the event that Owner disagrees with Consultant's proposed interpretation or decision.

d. Consultant shall review and take appropriate action on Contractor's submittals, including shop drawings, product data, and samples, checking for conformance with the design concept of the Work and the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. Consultant shall forward to Owner one (1) copy of all approved shop drawings, product data, and samples, together with correspondence related to these documents as a record of the Work. Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

e. Consultant shall conduct construction observations and reviews to determine "Substantial Completion" and "Final Completion" (as those terms are defined in the Construction Contract) and shall receive and forward to Owner written warranties and related documents required by the Contract Documents and assembled by Contractor. Consultant, with Owner's concurrence, shall prepare and certify a "Certificate of Substantial Completion" and a "Certificate of Final Payment" under the Construction Contract.

A.7 PHASE 7 - SUPPLEMENTAL SERVICES

In addition to the generally sequential Services described in Phases 1 through 6, Consultant shall provide supplemental services designated below (the "Supplemental Services") upon written instruction from Owner. These non-sequential Services may be provided during a single phase of Services or during several phases, as herein specified, and shall include the following (Owner reserves the right to amend the Contract and delete Supplemental Services not needed as a part of the Project; in that event, Owner shall receive a credit against the Contract amount payable to Consultant, based on the value of the Services removed from Statement of Work or such other standard as agreed by the Parties):

A.7.01 GRAPHICS DESIGN SERVICES. Consultant shall: design interior signs and identify symbols; and document requirements for procurement of graphics work.

A.7.05 INTERIOR DESIGN AND SPACE PLANNING Services. In the various phases of the Work, Consultant shall provide those Services necessary to prepare Interior Schematic Design Documents and Interior Design Development Documents to establish the scope, scale, special relationships, and interior appearance of any structures of the Project, and provide other documents setting forth in detail the requirements for the equipment, interior construction, and selected interior finishes. Consultant shall provide:

a. Interior design and space planning Services during the schematic design phase, consisting of space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems, and equipment and development of conceptual design solutions for architectural, mechanical, electrical, and equipment requirements in order to establish workstation layouts based upon the DAS "Space Standards" requirements. Consultant shall provide Owner with a sample form to be used as an inventory document of existing furnishings. Owner shall be responsible for conducting the furniture inventory and provide Consultant with the fully completed inventory document within six (6) weeks of the receipt of the blank inventory form; and

b. Interior design/documentation Services during the design development phase, consisting of ongoing development and expansion of interior Schematic Design Documents relative to: floor plan layouts indicating all loose and fixed furniture and equipment; identification and relationships of organizational units; all other aspects of space planning; special interior design features; materials, finishes and colors; total length of space partitions required; and listing additional movable furnishings required.

A.7.06 LOW VOLTAGE SECURITY & FIRE ALARM SYSTEM DESIGN Services. Consultant shall provide design, layout, specification and document to direct the contractor to provide low voltage fire alarm and keycard-access security system to allow Design-Build for these systems as part of the General Contractors work. Identifying and locating each device utilizing Owner's existing equipment and systems. Consultant shall be required to determine and coordinate the electrical interface between building electrical and low voltage systems.

A.7.07 COMMUNICATIONS AND DATA CONSULTANT Services. Consultant shall provide such Services in the programming, design, layout, specifications, coordination, installation, and observation of installation and testing, as may be necessary to complete installation of a successful telecom and data system in accordance with County and end-user requirements.

A.7.08 STRUCTURAL SEISMIC ANALYSIS AND DESIGN Services. Consultant shall provide such Services in the inspection, research, analysis, programming, design and specifications as may be required to bring the building into conformance with current regulatory seismic structural stability requirements.

A.7.09 OWNER REQUESTED ADDITIONAL MEETINGS (maximum of 5 meetings with 2 attendees each visit) Services. Consultant shall attend and participate in additional meetings, at either Owner's offices or other locations, of members of the design team as requested by Owner. Payment for additional meetings shall be based on: a) the specific personnel requested by Owner to be in attendance; b) the specific hourly rates as set forth in **Exhibit F**, Rate Schedule, and, c) the duration of the meeting in hours or fractions of hours for each of the requested attending personnel. Reimbursable expenses shall be allowed in accordance with **Exhibit B**, Section B.2, up to an amount not to exceed 10% of Owner-approved total combined hourly fees associated with this meeting.

A.7.10 OWNER-REQUESTED ADDITIONAL SPACE PROGRAM REVISION Services. Consultant shall provide a substantial revision of the Space Plan Program after Owner has approved the program for design.

A.7.11 OWNER-REQUESTED ADDITIONAL CONCEPT PLAN OPTION Services. Consultant shall provide an additional concept plan beyond the scope and sequence of the plan included as a part of Basic Services.

A.7.12 OWNER-REQUESTED ADDITIONAL CONCEPT PLAN REVISION Services. Consultant shall provide, a substantial revision of a concept plan after Owner has approved a concept plan for design.

A.7.13 OWNER-REQUESTED ADDITIONAL COMPLETE COST ESTIMATE Services. Consultant shall provide an

additional estimate of the cost of the Work beyond the scope and sequence of the cost of the Work estimate included in Part 1 and Part 2, Basic Services.

A.7.14 OWNER-REQUESTED ADDITIONAL MINOR COST ESTIMATE REVISION Services. Consultant shall provide a minor cost-estimate revision in addition to and beyond the scope and sequence of previously Owner-approved cost of the Work estimates included in Part 1 and Part 2, Basic Services. For purposes of this Supplemental Service description, the term "minor" shall be defined as the addition to, or revision of, less than one-third of the line items developed in a previously approved estimate.

A.7.15 BUILDING CODE APPEAL Services. Consultant shall provide Services to appeal a Building Code administrative ruling/decision and follow the process through to an official appeals ruling/decision.

A.7.16 Omitted

A.7.17 COMMISSIONING PROCESS INTEGRATION AND CERTIFICATION Services. Consultant shall coordinate those activities directly related to the commissioning process. These Services include working with the CA in the development of design intent for the electrical and mechanical building systems being evaluated by the CA. Consultant shall review all CA input provided during the design development document review periods. Consultant shall review all CA evaluation documents such as balance and testing reports, and shall coordinate with the Contractor in directing the implementation of any needed corrections of the Work.

A.7.19 ROOFING CONSULTANT

A.7.20 CIVIL ENGINEERING/SURVEYING Services shall be provided by a registered engineer who shall: evaluate existing pavement surfaces, grading and on-site utilities and identify potential areas to upgrade: and develop, from conceptual design through construction closeout, potential upgrades, including specifications and bid drawings; surveying to include determining legal descriptions and verification of lot lines (meets and bounds), and building and equipment placement.

CLATSOP COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT B
CONSULTANT COMPENSATION

B.1 BASIS OF COMPENSATION

B.1.01 Owner shall compensate Consultant for the performance of Services set forth in **Exhibit A**, as follows:

The maximum, not to exceed total amount payable under this Contract is $540,528 for the combination of Basic Services, Supplemental Services, and Reimbursable Expenses.

Consultant shall perform the Basic Services for: a fixed price of $530,528.

Owner shall reimburse Consultant for any allowable Reimbursable Expenses up to a maximum amount of $10,000.

B.1.02 Payments for Services and Reimbursable Expenses shall be made monthly, following Owner's review and approval of detailed invoices submitted by Consultant and acceptance of the Services or approval of Reimbursable Expenses by Owner. Payment for all Services performed and for Reimbursable Expenses shall not exceed the amounts indicated in Section B.1.03, below. Owner shall make payments only after Owner's receipt and approval of (i) Consultant's detailed monthly invoice as described in Section B.1.07, and (ii) all reports, designs, certificates, and documents covered by the invoice. Payments are subject to the provisions of ORS 293.462.

B.1.03 Payments for Basic Services shall be in proportion to the Services performed within Phases 1 through 6 set forth in **Exhibit A**. The total compensation for each Phase of the Services shall not exceed the following percentages of the total amount payable for the Services (**Note**: The Supplemental Services indicated in Section A.7 of Exhibit A, may or may not be provided concurrently with Phases 1 through 6. Therefore, the percentages set forth below do not include the Phase 7 Supplemental Services. Supplemental Services, if authorized, are to be billed as separate line items in accordance with Section B.1.07. Warranty Period Services, which may be included by Contract amendment, are listed separately):

Phase	Percentage	**$ Amount**
Kickoff/Review	7.67%	$40,709
Evaluations	8.40%	$44,542
Concept	6.38%	$33,871
Cost Forecasting	2.26%	$12,010
Schematic Design	17.37%	$92,138
CD/Permitting	34.37%	$182,334
Bid/Construction Administration	24%	$124,924
Total	100.0%	$530,528

B.1.04 All Supplemental Services (See Exhibit A, Section A.7), while included in the above-stated maximum not to exceed amount, are considered Services to be provided on an "as needed" basis and will be performed only if authorized by Owner in writing. The authorization of the Supplemental Services is not restricted by the Basic Services schedule. It is the goal of the Parties to agree upon a fixed price for any Supplemental Service for which the actual scope of Service can be defined and agreed upon. The price for each Supplemental Service shall, at Owner's sole discretion, be a fixed price agreed upon by the Parties and documented by Contract amendment prior to authorization to proceed with the Service. If a fixed price cannot be agreed upon, the price shall be the not to exceed amount indicated below for that Supplemental Service (as those amounts may be revised in accordance with this Section B.1.04) derived from Consultant's personnel time to complete the Service, multiplied by the hourly rates for those personnel as set forth in **EXHIBIT F Rate Schedule**.

B.1.05 Reimbursable Expenses, as described in Section B.2, are defined as the direct costs expended by Consultant, Consultant's employees and Sub-consultants for performance of Services rendered to complete the Project. The estimated dollar amounts for each of the identified Reimbursable Expense items are as follows:

1	Travel Related Expenses	$5,000 .00
2	General Reimbursable Expenses	$5,000.00
	Total	$10,000.00

It is understood that the actual total amount payable for each individual Reimbursable Expense item may be more or less than the estimate above, however, the total amount of all Reimbursable Expenses shall not exceed the maximum amount stated in Section B.1.01 for Reimbursable Expenses without a Contract amendment. Payments for Reimbursable Expenses shall be identified and tracked on monthly invoices according to the expense items listed above.

B.1.06 Consultant shall not submit invoices for, and Owner will not pay, any amount in excess of the maximum, not to exceed amount payable under this Contract set forth in Section B.1.01. If this amount is increased by Contract amendment, the amendment must be effective before Consultant performs Services subject to the amendment. Consultant shall notify Owner's Representative identified in this Contract in writing of the expiration of the Contract, thirty (30) days prior to such expiration. No payment will be made for any Services performed prior to the Effective Date or after the expiration date of the Contract.

B.1.07 Consultant shall submit monthly invoices for Services performed. To be processed for payment by Owner, the invoices shall include the following basic information:

A. The correct name of Owner's authorized representative
B. Invoice date
C. Date range during which the Services being invoiced for were provided
D. Invoice number that ends in a "—##", which represents the correct invoice sequence of issue. The last invoice submitted on the Project must be clearly labeled "Final Invoice"
E. The correct Contract number
F. Original Contact total, not to exceed amount broken out by: Basic Services, Supplemental Services released to date by line item, and Reimbursable Expenses separated by two categories of Travel Expenses and General Reimbursables
G. Statement of changes to the original total, not to exceed amount by amendment(s) and broken out in the same way as in item F, showing the revised Contract amounts
H. Paid to date amounts showing the amounts submitted for prior to the current invoice (regardless of payment status) and broken out the same way as in item F
I. Amounts being invoiced for in the current invoice and broken out the same way as in item F, with a roll up of a "Total Amount Billed For This Invoice" line item amount
J. Balances Remaining after receipt of payment for the current invoice broken out the same way as in item F

Consultant shall describe all Services performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. Reimbursable Expenses shall be broken out into to line item categories, 1) Travel Expenses and 2) General Reimbursable Expenses. Invoices for Basic Services under a specific Phase shall be for completed Basic Services only and shall indicate the percentage of the total Basic Services for that Phase that the amount invoiced represents. Invoice amounts for authorized fixed price Supplemental Services shall indicate the Supplemental Service, its contract reference number, the total amount of the fixed price Supplemental Service, and the total percentage and related dollar amount of the fixed price Supplemental Service completed by the end of the current invoice period, less the total dollar amount previously billed for, with the balance representing the total amount being currently billed for. Invoices for authorized Supplemental Services based on a not to exceed amount shall set forth the number of hours worked by Consultant's personnel on the identified Service, describe the Services performed by each such personnel in detail on a daily basis, and set forth the rate of compensation for each of such personnel as set forth in **EXHIBIT F**.

Consultant shall send invoices to Owner's Representative identified in this Contract, using the following address:

Clatsop County, Building & Grounds
800 Exchange Street, Suite 310
Astoria, OR 97103

Consultant shall not indicate or invoice for any past due amounts in the current invoice. All such notifications of a past due amount must be handled by a separate Statement of Account.

Owner shall have the right to reject any invoice which does not have the proper information as required by this section without incurring penalty liabilities for late payment.

B.1.08 Owner and Consultant agree in accordance with the terms and conditions of this Contract that:

a. If the scope of the Project or the Services are changed materially, Consultant shall request in writing an amendment to the Contract before additional Services are provided and before compensation is adjusted. All legally required approvals must be obtained for any Contract amendment before the amendment is effective and before Services may be performed or payment made under the amendment.
b. Consultant's fee for preparing routine change orders adding or deleting Services from the Project shall be included in the maximum not-to-exceed amount for Basic Services stated in Section B.1.03.
c. Upon Owner's request and without additional compensation, Consultant shall make such revisions to completed Contract Documents as are necessary to correct errors or omissions appearing therein, in accordance with the standard of care described in Section 2.1.1 of Consultant's Responsibilities; Representations and Warranties.

B.2 REIMBURSABLE EXPENSES

B.2.01 Reimbursable Expenses are in addition to compensation for Services and shall not exceed the maximum amount stated in Section B.1.05 without prior authorization by Owner. This amount is separated into two categories, **Travel Expenses** and **General Reimbursable Expenses,** as outlined below. Reimbursable Expenses include actual, allowable and reasonable expenditures made by Consultant and Consultant's employees in performing the Services required in Exhibit A. Reimbursable Expenses must be evidenced by copies of actual third-party invoices or receipts delivered to Owner to qualify for reimbursement and are limited to the types of actual expenses listed below.

B.2.01.1 General Reimbursable Expenses consist of:

a. Long distance communications.
b. Reproductions, postage and handling of drawings and specifications and other documents, excluding reproductions of drawings, specifications and other documents used by Consultant and Consultant's subconsultants.
c. Data processing and photographic production techniques when used in connection with Supplemental Services.
d. Third-party models and mock-ups requested by Owner.
e. The printing of master or reproducible sets of plans and project manuals including specifications.
f. Plan check fees.

B.2.01.2 Travel Expenses:

It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of Consultant's responsibilities under the Contract. All travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to the State. The travel must comply with all the requirements set forth in this section and must be for official County business only. Personal expenses shall not be authorized at any time. All expenses are included in the total maximum Contract amount stated in Section B.1.01.

Receipts are not required for reimbursement.

For any exceptions to the expense items listed above, Consultant must obtain the separate written approval of Owner's Representative prior to incurring any expense for which reimbursement will be sought. Owner will not pay any mark up over actual allowable reimbursement costs. Any costs associated with recordkeeping or labor to create reproductions of receipts is considered indirect overhead and therefore part of Consultant's Professional Hourly Rates.

CLATSOP COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT C
INSURANCE PROVISIONS

REQUIRED INSURANCE. Consultant shall obtain at Consultant's expense the insurance specified in this exhibit C prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Consultant shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Owner.

C.1.01 WORKERS COMPENSATION. All employers, including Consultant, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Consultant shall require and ensure that each of its sub-consultants complies with these requirements.

C.1.02 PROFESSIONAL LIABILITY

☒ **Required by Owner** ☐ **Not required by Owner.**

☒ **Professional Liability. Professional Liability Insurance covering any damages** caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Consultant shall provide proof of insurance of not less than the following amounts as determined by Owner:

☒ $(*1,000,000*) Per occurrence limit for any single claimant; and
☒ $(*1,400,000*) Per occurrence limit for any number of claimants

and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311).

C.1.03 COMMERCIAL GENERAL LIABILITY.

☒ **Required by Owner** ☐ **Not required by Owner.**

☒ **Commercial General Liability.** Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Consultant shall provide proof of insurance of not less than the following amounts as determined by Owner:

Bodily Injury/Death:

☒ $*(1,000,000)* Per occurrence limit for any single claimant; and
☒ $*(1,400,00)* Per occurrence limit for any number of claimants:

AND

Property Damage:

☒ $*(600,000)* Per occurrence limit for any single claimant; and
☒ $*(1,400,000)* Per occurrence limit for any number of claimants

C.1.04. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.

☒ **Required by Owner** ☐ **Not required by Owner.**

Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for

"Commercial General Liability" and "Automobile Liability"). Consultant shall provide proof of insurance of not less than the following amounts as determined by Owner:

Bodily Injury/Death:

☒ $*(1,000,000)* Per occurrence limit for any single claimant; and
☒ $*(1,400,000)* Per occurrence limit for any number of claimants

AND

Property Damage:

☒ $*(600,000)* Per occurrence limit for any single claimant; and
☒ $*(1,400,000)* Per occurrence limit for any number of claimants

C.1.05. EMPLOYERS' LIABILITY.

☒ **Required by Owner** ☐ **Not required by Owner.**

If Consultant is a subject employer, as defined in ORS 656.023, Consultant shall obtain employers' liability insurance coverage. Consultant shall provide proof of insurance of not less than the following amounts as determined by Owner:

☐ $*(Agency to enter amount)* Per occurrence limit for any single claimant; and
$*(Agency to enter amount)* Per occurrence limit for any number of claimants

OR

☐ Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2010:	$1,500,000.
July 1, 2010 to June 30, 2011:	$1,600,000.
July 1, 2011 to June 30, 2012:	$1,700,000.
July 1, 2012 to June 30, 2013:	$1,800,000.
July 1, 2013 to June 30, 2014:	$1,900,000.
July 1, 2014 to June 30, 2015:	$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for any number of claimants:

From commencement of the Contract term to June 30, 2010:	$3,000,000.
July 1, 2010 to June 30, 2011:	$3,200,000.
July 1, 2011 to June 30, 2012:	$3,400,000.
July 1, 2012 to June 30, 2013:	$3,600,000.
July 1, 2013 to June 30, 2014:	$3,800,000.
July 1, 2014 to June 30, 2015:	$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

C.1.06. (NOT REQUIRED FOR THIS PROJECT). POLLUTION LIABILITY.

C.1.07. EXCESS/UMBRELLA INSURANCE.

A combination of primary and excess/umbrella insurance is acceptable to meet the minimum coverage requirements for liability insurance. In such case, the insurance certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over primary Professional Liability, Commercial General Liability, Automobile Liability Insurance, etc."

C.1.08. ADDITIONAL INSURED.

The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include Clatsop County, its officers, employees and agents as Additional Insureds but only with respect to Consultant's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C.1.09. "TAIL" COVERAGE.

If any of the required professional liability insurance is on a "claims made" basis, Consultant shall either maintain either “tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Consultant’s completion and Owner’s acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Consultant elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then Consultant shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace for the coverage required under this Contract. Consultant shall provide to Owner, upon Owner’s request, certification of the coverage required under this Exhibit C.

C.1.10. NOTICE OF CANCELLATION OR CHANGE.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) days' written notice from this Consultant or its insurer(s) to Owner. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Owner.

C.1.11. CERTIFICATE(S) OF INSURANCE.

Consultant shall provide to Owner Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Consultant shall pay for all deductibles, self-insured retention and self-insurance, if any. The Consultant shall immediately notify the Owner’s Representative in writing of any change in insurance coverage.

EXHIBIT D
SPECIAL CONTRACT PROVISIONS

D.1 RESPONSIBILITIES OF OWNER

D.1.01 Owner's Project budget shall include contingencies for design, bidding, changes in the Work during construction, and other costs described below.

D.1.02 Owner, at Owner's sole option, may retain an inspector to inspect the Project in order to protect Owner's interests. The costs of the inspector are to be paid by Owner and the inspector shall serve at the pleasure of Owner. When retained by Owner, the inspector's duties are not to be interpreted as conflicting with the duties of Consultant or relieving Consultant of any responsibility or duty incurred under this Contract, nor may the inspector act as Consultant's agent.

D.1.03 Owner shall furnish to Consultant a certified land survey, soils report of the building site, and other related information as Owner deems necessary.

D.1.04 Owner shall furnish to Consultant a Hazardous Material Survey, and any subsequent testing and/or abatement as may be required.

D.1.05 Owner shall furnish to Consultant structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

D.1.06 Owner shall be responsible for payment of all plan check fees, review fees, permit fees, taxes, development charges, or any other costs related to obtaining governing bodies' approval for construction of the Project.

D.2 PROJECT RESPONSIBILITIES

D.2.01 Consultant shall prepare a schedule of its activities through all phases of the Project. Consultant shall schedule and prepare agendas for all meetings which involve Consultant's Services. Consultant shall chair such meetings and shall record and distribute minutes, in a format and level of detail acceptable to Owner, of decisions and actions to attendees.

D.2.02 Consultant shall confirm first hand, through site investigations of the observable circumstances and existing conditions, the critical issues that may impact design criteria and shall not rely solely on furnished As Built documents. Consultant shall be liable, at Owner's discretion, for any cost change impacts as a result of using inaccurate As Built drawings which, if used solely for the design process without confirmation, create conflicts on site.

D.2.03 The "maximum allowable construction cost" shall be the total cost or estimated cost to Owner of all elements of the Project designed or specified by Consultant in the Construction Documents Phase Statement of Probable Construction Costs prepared pursuant to Section A.4. PHASE 4 of **Exhibit A**, excluding equipment supplied by Owner, and delineated in outline form according to the industry standard CSI 16 divisions of the Work, excluding equipment supplied by Owner. Construction cost does not include the compensation of Consultant and Sub-consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of Owner. If the fixed limit of the maximum allowable construction cost is exceeded by the lowest bona fide bid for construction of the Project, Owner, at its discretion, shall (i) give written approval of an increase in such fixed limit, (ii) authorize re-bidding of the Project within a reasonable time, (iii) if the Project is abandoned, terminate the bid process, or (iv) cooperate in revising the Project scope and quality as required to reduce the construction cost. In the case of (iv), Consultant, without additional charge, shall modify the drawings and specifications as necessary to comply with the fixed limit. The providing of such Service shall be the limit of Consultant's responsibility arising from the establishment of such fixed limit, and having done so, Consultant shall be entitled to compensation for all Services performed in accordance with this Contract, whether or not the Construction Phase is commenced.

EXHIBIT E
CRITICAL DATE SCHEDULE

Task / Step	Duration	Finish
Kickoff Review	2 Weeks	6/1/2023
Evaluations	4 Weeks	7/6/2023
Concept	4 Weeks	8/17/2023
Cost Forecasting	4 Weeks	9/28/2023
Schematic Design Complete	6 Weeks	11/9/2023
Construction Documents Complete	8 Weeks	1/4/2024
Permitting	23 Weeks	6/13/2024
Bidding / Construction Administration	40 Weeks	3/20/2025
Warranty Inspection	11 months after Construction Final	1/22/2026

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STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT F

RATE SCHEDULE

Position	**Hourly Rate**
Principal (Level X)	$224.00-$235.00
Director (Level IX)	$224.00
Sr. Project Manager/Architect/Designer/ Planner (Level VIII)	$219.00
Project Manager/Architect/Designer/Planner (Level VII)	$196.00
Project Manager/Architect/Designer/Planner (Level VI)	$174.00
Sr. Job Captain Architect/Interiors/Planning (Level V)	$158.00
Job Captain Architect/Interiors/Planning (Level IV)	$141.00
Jr. Job Captain Architect/Interiors/Planning (Level III)	$118.00
Project Assistant Architect/Interiors/Planning (Level II)	$109.00
Project Assist Architect/Interiors/Planning (Level I)	$100.00
Administrative Personnel	$78.00
Specialist	$420.00
Intern	$73.00

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CLATSOP COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT G

ASSUMPTIONS AND EXCLUSIONS

NONE LISTED

ATTACHMENT NO. 1

Proposal for Professional Services

SERA
ARCHITECTURE
URBAN DESIGN + PLANNING
INTERIOR DESIGN

Date April 5, 2023
Revised April 13, 2023
Project Name Clatsop Strategic Plan
Phase 1 Implementation Projects
Project Number 2301006

Attention
David Dieffenbach
Clatsop County
Capital Improvement Projects Manager

Overview

SERA Architects, Inc. ("SERA") appreciates the opportunity to submit this Proposal for Implementation Projects of the Strategic Facilities Plan which includes the evaluation and design of roughly 38,500 square feet at the Duane Street Annex, and roughly 10,500 square feet at the 800 & 820 Exchange Buildings. This proposal is connected to the evaluation and interview process for this work.

This proposal is based on the information contained in the Request for Qualifications for Architectural Services Strategic Facility Plan Implementation and email exchanges between SERA and the Capital Improvement Projects Manager, and our knowledge of the Strategic Facility Plan.

Scope of Work

To assess and design space efficiencies for the Duane Street Annex and the 800 & 820 Exchange Buildings to accommodate short term needs. The Annex's first floor could accommodate smaller un-affiliated functions from the Boyington and Exchange Buildings which would in turn, provide space relief for other goals at the Exchange Buildings.

Given the Annex's previous life as a jail there are older systems, envelope and partitions on the second floor that are not easily converted into office use and would require extensive and expensive renovation work. The county requests an assessment of the future potential use of the building in addition to the immediate use of the first floor. A new roof is targeted as part of this work.

The Exchange Buildings, although originally built for housing, have been renovated to provide office use and the building was seismically upgraded. Goals include suite security and circulation improvements with strategic improvements to better utilize the floorplate where feasible and within budget.

The scope of work includes a confirmation of the priorities to the (requested) budget, assessments of the buildings, concept and schematic design with cost forecasting by December of 2023. Construction documents, permitting/bidding and contract administration is targeted for 2024.

Project Deliverables

Step A: Kickoff/Review
Tasks for this effort include establishing priorities and reconciling space needs from the strategic plan for Phase 1.
Deliverables:

- 2 meetings
- Charter
- Space needs program for the targeted areas
- Building Information Model (BIM) for both buildings

Step B: Evaluation & Concept Diagrams

Tasks for this effort include assessing the buildings for Phase 1 work and concept design (10%) for the first floor of the Annex and specific areas of Exchange Buildings.

Deliverables:

- Assessment reports
- 2 workshops on findings
- 2 meetings with stakeholders/tenants
- Concept diagrams and narratives
- 1 exterior rendering of Duane Street Annex
- Cost forecast

Step C: Schematic Design

Tasks for this effort include developing the design to 30%.

Deliverables:

- 2 meetings with stakeholders
- Schematic design drawings and project manual, narratives as needed to convey scope, one iteration for budget alignment
- Cost forecast update

Step D: Construction Documents/Permitting & Bidding/Contract Administration

Tasks for this effort include developing CD's (95%), obtaining building permits, assisting the county to hard bid the project and on-board one general contractor and standard assumptions for administering the contract during construction.

Deliverables:

- Page turn at 50% construction documents
- Construction Documents
- Submission to the City of Astoria for building permits, design review not assumed
- Bidding, reconciliation with cost estimator not assumed
- Weekly Owner/Architect/Contractor meetings (half virtual), monthly field reports (SERA)
- Monthly field reports and site visits (consultants)
- Responding to permitting & bidding questions, request for information
- Reviewing submittals
- Pay application review
- Punch (1 review site walk for each building from the design team)
- Record Drawings exported to AutoCAD based on As-Built drawings from the GC
- Warranty Walk, 11 months post occupancy

Project Assumptions

1. BIM: Owner acknowledges that the Architect's BIM or other 3D-models, as well as those models developed by the Architect's subconsultants shall be set-up, developed, and maintained subject to a written BIM Execution Plan. Owner is encouraged to participate in the BIM kickoff meeting, which will be scheduled upon approval of this Proposal. Upon execution, the BIM Execution Plan cannot be modified unless formally approved by all parties identified within said BIM Execution Plan. Design team will model to Level of Design 200.
2. We are assuming that the work will need permitting for both buildings and that there is no Facilities Permit on file for tenant improvement work which would expedite the City's review time and reduce the project schedule.

3. We are assuming that the County has performed or is in the process of performing hazardous material testing in both buildings and will manage that assessment scope.
4. We are assuming that we will need to build a BIM model and there is no existing model from previous work performed on the buildings for us to use.

Design & Construction Schedule

Based upon this scope of work, we propose to meet the following schedule for the project:

Step A: Kickoff/Review	2 weeks
Step B: Evaluations	4 weeks
Step B: Concept Design	4 weeks
Step B: Cost Forecast	4 weeks
Step C: Schematic	6 weeks
Step D: CD/Permitting	8 weeks + 23 weeks for permitting
Step D: Bid/Construction	40 weeks (assumes using swing space at Annex)

91 weeks (21 Months) Total project time

Compensation

Based upon the scope of work and services indicated above, our labor fee is a fixed fee of Five Hundred Thirty Thousand Five Hundred and Twenty-Eight Dollars ($530,528.00). Our services will be billed monthly as a percentage complete against this maximum. The fee does include an estimate of reimbursable expenses, which will be billed directly. The reimbursable expenses are attached to this Proposal. See breakdown of fees on last page.

Additional Services

The following services will be in addition to the fee for basic services and will be performed at your written request on a time and materials basis, using the billing rates current as of the time of the request.

- Traffic studies
- Hazardous material analysis
- Geotechnical services
- Survey
- Inventory of existing furniture and equipment
- Furniture selection, bid coordination, delivery, and installation coordination
- Move coordination
- Non code-related signage
- 3-D computer renderings for Option B Fee Plan
- LEED® certification documentation
- Program or design revisions after the start of the construction document phase

If this Proposal is acceptable to you, please sign as indicated below, returning a fully executed copy for our file. We shall commence work upon receipt of this signed agreement. This proposal is good for sixty (60) days.

If you have any questions, please let me know.

Sincerely,

SERA Architects, Inc.

Approval

Proposed by: SERA Architects, Inc.

Becky Epstein, Principal

April 13, 2023
Date

Accepted by:

Signature

Date

Billing Rates – Oregon 2023
The following billing rates are applicable where basic services are computed on an hourly rate basis and for requested or required additional services. All billing rates are adjusted annually.

Principal (Level X) ..... $224.00-$235.00
Director (Level IX) $224.00
Sr. Project Manager/Architect/Designer/ Planner (Level VIII) $219.00
Project Manager/Architect/Designer/Planner (Level VII) $196.00
Project Manager/Architect/Designer/Planner (Level VI) $174.00
Sr. Job Captain Architect/Interiors/Planning (Level V) $158.00
Job Captain Architect/Interiors/Planning (Level IV) $141.00
Jr. Job Captain Architect/Interiors/Planning (Level III) $118.00
Project Assistant Architect/Interiors/Planning (Level II) $109.00
Project Assist Architect/Interiors/Planning (Level I) $100.00
Administrative Personnel. $78.00
Specialist $420.00
Intern $73.00

Reimbursables Reimbursables are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed as follows:

1. The following reimbursables will be covered by the percentage multiplier against the combined amount for Basic and Additional Services billed per month against the project.
   - Transportation within the City of Portland.
   - Long distance telephone calls and facsimile (FAX) transmissions.
   - Reprographics, postage and handling of drawings and other project documents for distribution to the Owner.
2. The following reimbursables are not included in the above set percentage and will be billed only if authorized in advance, in writing by the client and will be treated as an additional service if not within the parameters of the contract.
   - Transportation in connection with the Project outside of the Portland area as indicated above; living expenses in connection with any authorized out-of-town travel and long distance communications.
   - Permit, review, appeal or other miscellaneous fees required by an authority having jurisdiction for the Project.
   - Renderings, models, presentation color boards and mock-ups requested by the Owner.
   - Any insurance coverage or limits including professional liability insurance, which exceed the current coverage of the Architect, requested by the Owner.
   - Reproduction, postage and handling of Drawings and other documents sent to the General Contractor and their subcontractors.

Payment Terms Our services will be billed monthly as a percentage complete against our fee. Our reimbursable expenses will be billed monthly as part of the percentage complete, as well. A list of the reimbursable expenses that are covered in the base fee is attached to this Proposal. Additional services will be billed on a time and materials basis at the standard hourly rates, adjusted annually, in effect at the time the additional service is incurred. Payment for services shall be made monthly within thirty (30) days of the date of the billing. Billings over thirty (30) days past the date of the billing will be charged a late penalty of 1.5% per month on the unpaid balance, or $50.00 whichever is greater. Interest will be calculated from the date of the original invoice. Failure of the Architect to receive payment as outlined in this Proposal within thirty (30) days of the date such payment is due may, without prejudice to any other rights of the Architect, suspend all of the duties under this Proposal.

Standard of Care The Architect shall perform its services consistent with and limited to the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. ("Standard of Care"). The Architect makes no warranty, nor shall the Owner require the Architect to make a warranty, either expressed or implied, as to the Architect's or its consultants' findings, recommendations, plans, specifications, or professional advice, other than that Architect shall comply with the Standard of Care in the performance of its services. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Termination This contract may be terminated at any time by either party with ten days written notice.

Ownership of Documents Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

Limitation of Liability The entire joint, several and individual liability of the Architect for professional services, irrespective of the number of claims and whether such claims are based in negligence, professional negligence, strict liability, any other tort, breach of contract, breach of warranty, violation of statutory or regulatory law, or any other claim or legal or equitable theory, arising out of or related to this Agreement or the Architect's services or those of its consultants on the Project, shall in no event exceed twice the Architect's fee for basic services paid or to be paid under this Agreement.

Notwithstanding anything to the contrary herein, no partner, shareholder, employee or other representative of the Architect shall have any personal liability to the Owner or any other party for any acts or omissions, whether based on a claim of negligence, any other tort, arising out of or relating to this Agreement.

You agree to defend and indemnify the Architect, our officers, agents and employees, and to hold us harmless against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), liabilities and other obligations which they incur as a result of any claims, including without limitation third-party claims, in excess of Architects' total liability as specified herein.

Waiver of Consequential Damages The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

Clatsop County Strategic Facilities Plan Implementation 4/5/2023

Fee Plan RFP Scope

	2023					2024	
	Step A	**Step B**			**Step C**	**Step D**	
	Kickoff/Review	Evaluations	Concept	Cost Forecast	Schematic	CD/Permitting	Bid/Construction
	2 weeks	4 weeks	4 weeks	4 weeks	6 weeks	8 + 23 weeks	40 weeks
SERA Architects	$37,279	$15,287	$28,101	$1,090	$62,648	$104,039	$84,974
Visualization	-	-	$3,000	-	-	-	-
Cundiff MEP	$1,920	$11,255	$1,770	$1,770	$18,370	$63,795	$31,950
KPFF Structural	$1,000	$8,000	$1,000	$1,500	$1,000	$5,000	$2,000
PRC Envelope	-	$9,000	-	$510	$2,000	$1,500	$2,000
DCW Cost	$510	-	-	$7,140	$6,120	-	-
ECS Elevator	-	$1,000	-	-	$2,000	$8,000	$4,000
	$40,709	$44,542	$33,871	$12,010	$92,138	$182,334	$124,924

Steps A-C total $223,269 Step D total $307,259 **Total** **$530,528**

ATTACHEMENT NO. 2

CLATSOP COUNTY

PROPOSAL FOR ARCHITECTURAL SERVICES & STRATEGIC PLAN IMPLEMENTATION

REQUEST FOR QUALIFICATIONS

MARCH 8, 2023

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March 8, 2023

Clatsop County
David Dieffenbach, Capital Improvement Projects Manager
800 Exchange Street, Suite 410
Astoria, OR 97103

Re: Request for Qualifications for Architectural Services, Strategic Plan Implementation

Dear David,

SERA is committed to building strong, connected, resilient communities, and our staff loves unraveling gnarly problems to get there.

Clatsop County's implementation of the strategic facilities plan is an important step toward realizing the short-term goals and adapting existing buildings for new use. SERA has been with Clatsop County from the start of this process as the firm that worked with staff to craft this strategic plan. As a people-first firm with sustainability and resilience-thinking at our core, SERA would be honored to be chosen as a continued partner with Clatsop County to now bring this vision to life.

SERA's team members are community members first, in addition to being designers. All of our decisions are made through the lens of what can best serve our clients and the community at large. Our design solutions aim for multiple wins and maximum value. Our team has strong expertise in buildings of all types, functions, and scales and we enjoy the complicated aspects of each project. We are enthusiastic listeners who seek out solutions to improve how your facilities can work for your needs and better serve the community at large. We provide forward-facing solutions and believe that resilience and future planning goes beyond individual buildings to communities in a way that can look ahead to the future.

We know the future vision for this space and are excited for the opportunity to provide much-needed relief and space changes. We understand the importance of renovating and rebranding the Duane Street Annex to be a brighter and more community-focused building, and implementing solid change-management plans. Our team has a proven track record of establishing strong relationships with municipal partners because of our deep understanding of fiscal impacts and client and community needs, while still leaving room to be creative and think outside the box. We provide all of our partners with fiscally responsible, impactful solutions that leave a lasting positive user experience.

Our passion for improving the resilience and sustainability of Oregon's municipal facilities is felt throughout all our projects. From wildfires to earthquakes, to your O&M team's quarterly maintenance practices, we integrate a forward-facing approach to our designs to provide higher-functioning buildings and sites. We are excited to begin and can start immediately with the staff identified.

We appreciate the work that has gone into this revisioning of the Clatsop County community and are excited at the prospect of being the ones to move it forward, seeing it from beginning to end. Thank you for your consideration.

Becky Epstein, LEED AP
Principal in Charge

SERA

We have always been able to reach an amendable contract with our public agency clients and do not have any exceptions to this one.

ADDENDA

Addenda received and reviewed

This proposal is valid for 90 days.

SERA ARCHITECTS

600 NW 10TH AVE
PORTLAND, OR 97205

T 503.445.7372
F 503.445.7395

SERADESIGN.COM

SECTION 1

OVERVIEW

OVERVIEW

177

DESIGN PROFESSIONALS

ARCHITECTS

INTERIOR DESIGNERS

URBAN PLANNERS

LANDSCAPE DESIGNERS

66

LEED PROFESSIONALS

100%

EMPLOYEE OWNED

55

YEARS IN BUSINESS

PORTLAND 1968

BAY AREA 2015

SERA is a multi-disciplinary design firm with 55 years of experience designing for change that enriches lives by strengthening the identity and livability of communities.

SERA started in Portland in 1968 as a group of design-oriented firms that created a collective called the Design Collaborative. 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.

Today, we are a 100% employee-owned, multi-disciplinary firm that prides itself on creating places that enrich the human experience, respect budgetary concerns, and enhance the sustainability of our communities. In 2015, we opened a branch office in the Bay Area which assists in serving the commercial office and campus planning work we are designing in that region. We have a staff of 200 professionals delivering projects in architecture, interior design, urban design and planning, and administrative needs that are supported by in-house landscape architecture, technology, visualization, and sustainability resource groups.

We are proud to be recognized for our ability to translate diverse challenges into designs that respond to our clients' needs, budgets and specific site conditions. We provide a wide-range of services including feasibility studies, master planning, building evaluations, design, construction administration, and move coordination for new construction as well as building renovations. All work would be performed out of our Portland office.

SERA has a long list of successfully-executed public projects.

SERA has a long history of designing public facilities. Our work focuses on renovating existing buildings – breathing new life into existing resources. Regardless of whether it's a new build or a renovation, SERA's approach for public projects is similar. We are taxpayers at the table, looking for efficient and fiscally responsible solutions. Our extensive experience with adaptive re-use projects is directly applicable to transforming the Duane Street Annex and the 800 and 820 Exchange Buildings. We have a deep portfolio of renovation projects that range in scale and complexity. We have a successful relationship with the State's Historic Preservation Office and have assisted with both listing and de-listing properties.

SERA is adept at understanding the importance of a public building – historic, vintage or relatively new, and how to navigate the transition into its next life. Re-branding the former jail to the 'Duane Street Annex' was initiated from the strategic facilities brainstorming meeting where we re-focused on efficient consolidation over new building planning.

> **Our team brings enthusiasm and is ready to untangle challenges. We are used to and enjoy the challenge of working with tight budgets and a diverse range of stakeholders.**
>
> **To us, good constraints make for good projects!**

Promoting a diverse workforce and being leaders of equitable design are core values of our firm.

SERA has understood the social impact of the built environment for decades. We strive to use the design process and outcomes as a tool for social good that allow all members of our community to thrive.

Our Equity in Design Committee—a voluntary advisory committee—is focused on achieving transformational change through our approach to the design process. We work to notice, question, and challenge our own personal assumptions about design to achieve results that elevate the needs and cultures of people different from us in meaningful ways.

Beyond seeking out qualified Disadvantaged, Minority-Owned, Women-Owned, Emerging Small Businesses and Service Disabled Veterans Business Enterprises (DMWESB) firms for partnership, we advocate for diversity and inclusion in the architecture, construction and engineering field as co-sponsors of Room for More—a collective of BIPOC professionals who mentor and support diversity in the field and initiated by Gauri Rajbadya, a SERA Principal.

DEVELOPING A DIVERSE WORKFORCE AT SERA

SERA recognizes the value of a diverse and inclusive workforce. **We are proud that more than half of SERA's employees are female and 22% of our staff are people of color.** Though minorities continue to be under-represented in the profession, SERA's specific plan-to-action includes connecting with universities where minorities represent the majority of the architecture program's student population such as Morgan State, UC Berkeley and Virginia Tech. This effort has increased the number of minority candidates seeking out SERA for internships and employment.

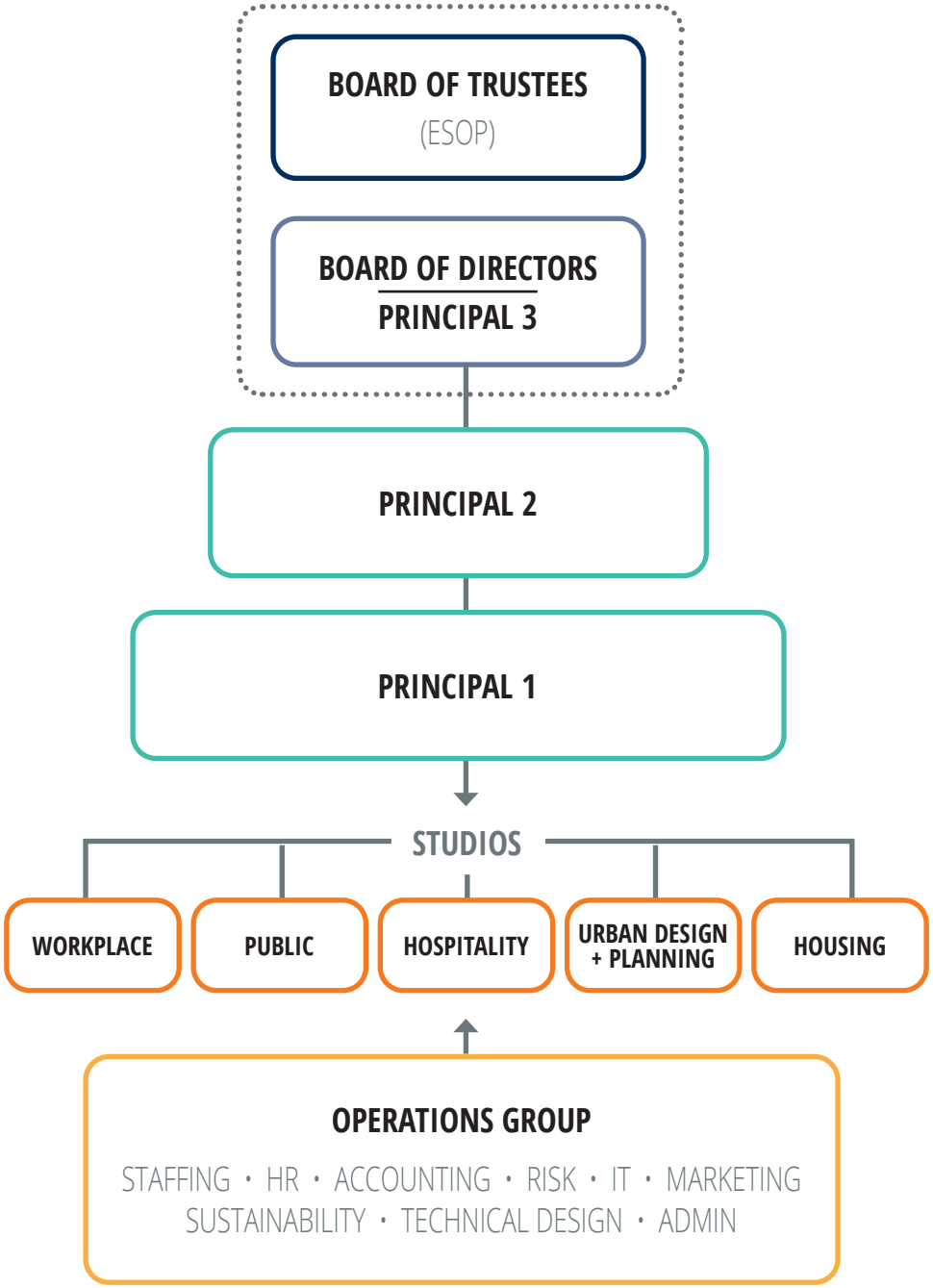
Additionally, SERA's Diversity, Equity and Inclusion (DEI) Committee represents a cross-section of the office and promotes tolerance, acceptance, safety and inclusion. Their mission is to inspire and nurture creativity by eliminating barriers to opportunity. An early action of our DEI committee was leading the effort to become a Just-certified firm—a transparency platform for socially just organizations to disclose their operations, how they treat their employees, and where they make financial

Team Organization

SERA prides itself on being an employee-owned company. We believe those who do the work day in and out should have input on our strategies and vision.

We care about our staff, and have seen the benefits of the ESOP format in being able to retain talented designers and staff, as well as provide mentorship opportunities and a clear pathway for growth.

Our Board of Directors nominates the Board of Trustees and both groups are comprised of leadership from the principal groups. Principals lead market-focused studios and are supported by an operations group.



SECTION 2

STAFF

PROJECT TEAM

The proposed team for the Facilities Plan Implementation brings a depth of experience and familiarity of the space needs program and buildings to provide creative space planning and problem solving. This team is experienced in delivering public projects and has committed these resources for this project. ***Full resumes available in appendix.***

BECKY EPSTEIN – LEED

Principal In Charge
Portland, OR
SERA since 2005, other firms since 1993

As Principal in Charge and Director of SERA's Public Studio, Becky focuses on new and adaptive reuse projects, while successfully executing project delivery, building cohesive teams, and solving problems for resilience. Her expertise includes adaptive reuse, historic, culturally or sensitive existing building modernizations, as well as new facilities for multi-stakeholder organizations—from government offices, municipal and support facilities to multi-family housing, hospitals, and military facilities. She leads by being a solutions-focused facilitator, helping clients and teams think outside the box and be more inclusive. She brings strength in evaluating existing buildings and facilities, through her work for federal, state, and local jurisdictions.

Select Project Experience

- Clatsop County, Strategic Facilities Plan (Astoria, OR)
  - On-Call
  - Courthouse Security Upgrades
- Yamhill County, Facilities and Space Needs Assessment
- Local Utility Company, Integrated Operations Center, New Facility (Tualatin, OR)
- **Committed time to the project: 20%**

STEVEN EHLBECK – AIA, LEED, AP, NCARB, ASSOCIATE

Project Manager / Project Architect
Portland, OR
SERA since 2011, other firms since 1998

Steven combines experience as designer, technical architect, and project manager with a passion for restoration projects. Steven has devoted much of his career to restoration and adaptive use projects. He is experienced at seeking out and implementing sensitive design solutions that improve accessibility, performance and life safety without compromising the essential character of the historic structure. He delights in sharing this enthusiasm across his project teams and helping others understand their contributions to the stewardship of our built legacy. Since joining SERA in 2011, Steven has been a firm leader in the renovation, re-use and seismic retrofit of existing and landmark buildings.

Select Project Experience

- Clatsop County Courthouse Security Upgrades (Astoria, OR)
- Haseltine Building On-Call (Portland, OR)
- Northwest Children's Theater Relocation / Reuse (Portland, OR)
- **Committed time to the project: 70%**

ASHLEY NORED – NCIDQ, IIDA, LEED AP ID+C, FITWEL

Interiors Job Captain
Portland, OR
SERA since 2021, other firms since 2011

Ashley is a leader in the public studio, bringing a focus on sustainable and cost-effective design. She was instrumental in the work on the original Clatsop County Strategic Facilities Plan and brings a deep understanding of the county's needs for the space and future vision for its facilities and community. Ashley brings more than 10 years of public interior design experience to the team. She focuses on design solutions that improve occupant well-being, increase project value, and are fiscally responsible. Her experience spans new build and retrofit, with her passion focused on healthy materials.

Select Project Experience

- Clatsop County Strategic Facilities Plan (Clatsop County, OR)
- Yamhill County Strategic Capital Framework Plan (Yamhill County, OR)
- DAS Executive Building, targeting LEED Gold equivalent (Salem, OR)
- **Committed time to the project: 90%**

SUBCONSULTANTS

Our consultant team includes structural, mechanical, plumbing and electrical engineers. At the outset of the project, if we find that another consultant is needed, we have a wide network to draw from for specialized expertise. Please see appendix for detailed resumes.

MARK TOBIN – PE, SE

Principal In Charge
Portland, OR
KPFF since 2004, other firms since 1997

Mark's passion for structural engineering is lifelong and was first inspired while on a trip in Minneapolis where he witnessed the construction of a high-rise tower. He was just 11 years old at the time, and his enthusiasm for his field has only increased since then. Mark enjoys complex, multi-faceted projects that allow for an intersection of aesthetics, technical advancement, and team collaboration. His sophisticated structural analysis and designs have led to cutting construction time and costs. He excels in communication and is dedicated to providing thoughtful solutions to project challenges.

Select Project Experience

- Washington County, Charles D. Cameron Public Services Building Seismic Retrofit (Hillsboro, OR)
- Washington County, Law Enforcement Center Seismic Retrofit (Hillsboro, OR)
- City of Salem, Salem Public Library Seismic Evaluation and Retrofit (Salem, OR)

PEDRO ALZAGA – PE

President
Portland, OR
Cundiff since 2001, other firms since 1991

After serving four (4) years as the Manager of Facilities for the State of Chihuahua, Mexico, and being the Owner of an electrical design/installation firm for six (6) years in Mexico, Pedro Alzaga came to Cundiff Engineering, Inc. in April of 2001. He is responsible for electrical engineering as the President of Cundiff.

Select Project Experience

- Clatsop County Circuit Court Security Improvements (Astoria, OR)
- Electrical Upgrades for Various Facilities, State of Oregon
- Department of Administrative Services On-Call work (Salem, OR)

CHRISTOPHER M. BOYD – PE

Vice President
Portland, OR
Cundiff since 2003

Christopher has been with Cundiff Engineering, Inc. since 2003. He brings his technical and engineering skills to our MEP projects along with site observation, field verification, and preplanning experience. He delivers professional services to our clients by following the Cundiff philosophy of creating partnerships based on respect, hard work, honesty, and integrity.

Select Project Experience

- Clatsop County Circuit Court Security Improvements
- DAS State Library First Floor NE Offices Heating (Salem, OR)
- DAS Public Utilities Commission Communication Closet Cooling (Salem, OR)

SECTION 3

EXPERIENCE

Portland Metro

OREGON CONVENTION CENTER SPACE MASTER PLAN

PORTLAND, OREGON

This project allowed us to mentor a small WBE firm on space needs programming and space planning for a popular community building.

From 2019 to 2020, SERA worked as a subconsultant to Convergence Architecture (a COBID-certified WBE/ESB firm) to assist with programming, workplace design, and space planning at the Oregon Convention Center. The relationship between the two firms began many years before that, through SERA's small business outreach program, through which we mentor firms on various aspects of running a business and integrated sustainable design.

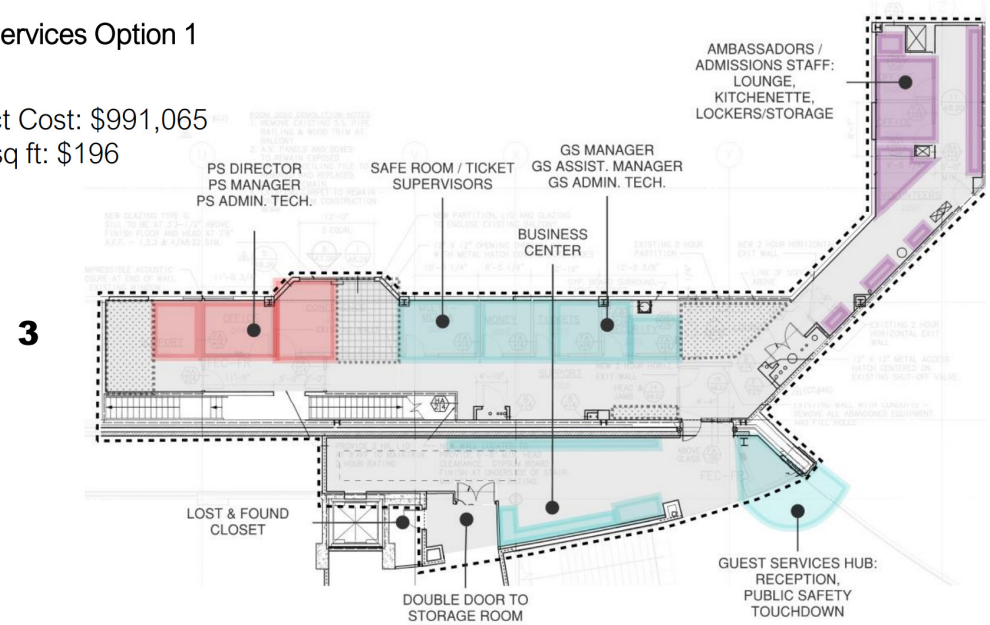
The Convention Center is like a small city unto itself which dedicates the facilities prime real estate to convention spaces. 'Leftover spaces' are used to wedge in operation, administration, and other support services. These space are fairly non-conventional shapes and sizes and the team made the most of them to provide inspiring places to do convention center work.

The team began by leading stakeholders through identifying project success metrics and priorities. The next step was to navigate the group through creating space standards and workplace options, which give staff the range of space types to do their best work.

Once the standards were in place, our team began the visioning and test fit exercises. Cost forecasting and project phasing discussions followed for the first four priority projects which will enhance visibility to the Guest Services Suite and co-locate disparate workgroups. Construction of the projects was put on hold at the outset of the pandemic.

Guest Services Option 1

Project Cost: $991,065
Cost/sq ft: $196



Guest Services Test Fit

status	design completed in 2020
construction value	13.6 M (est.)

Clatsop County

COURTHOUSE SECURITY UPGRADES

ASTORIA, OREGON

SERA has worked to streamline complex renovations to the historical Clatsop County Courthouse, first built in 1908, ensuring it addresses modern standards and needs.

SERA was hired by Clatsop County in 2021 to identify a number of small but complex interventions in the historic courthouse building.

Our team combined these interventions into a larger project to improve construction timelines, minimize occupant impact, and improve financial efficiency. The interventions included renovations to improve the secured entry and screening area, creating secured spaces for the Sheriff's Office and District Attorney staff, addressing water-intrusion, modernizing the existing elevator, and replacing a portion of the historic exterior windows.

The team first assessed the existing conditions of the courthouse and then developed a schematic plan and worked with DCW Cost Management to develop a cost projection for the county to evaluate. Once approved, SERA proceeded to execute the planned work.

SERA acted as a liaison to multiple entities to coordinate detailed scopes, including coordinating with the jurisdiction and a local window fabricator to ensure windows could be procured that met both the historic review requirements and project needs.

Historic Clatsop County Courthouse, built in 1908

status	est. completion 2024
construction value	$975,000

Department of Revenue

REVENUE BUILDING WORKPLACE VISIONING & TENANT IMPROVEMENT

SALEM, OR

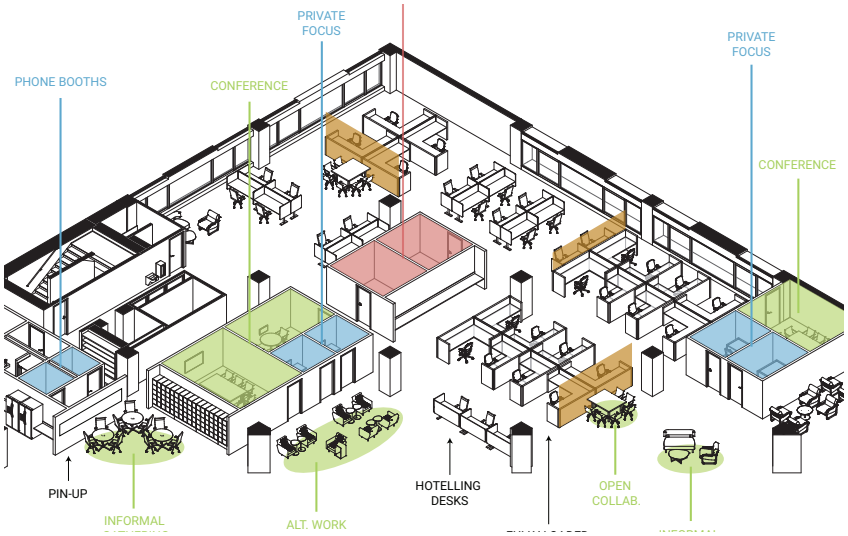
The Department of Revenue (DOR) along with the Department of Administrative Services (DAS) hired SERA in the fall of 2020 to assist with the visioning for the current Revenue Building. The reimagining of the current space was aimed at redefining what a 'traditional' workplace looks and feels like in a post-pandemic hybrid era.

When the project was initiated, DOR staff was working remotely due to the ongoing pandemic. As plans for returning to office were drafted, many questions remained about what it would look and feel like if and when everyone returned. SERA worked with the leadership team to assess their current program needs and future growth, as well as identify roles that would remain remote, become hybrid, or remain in-office.

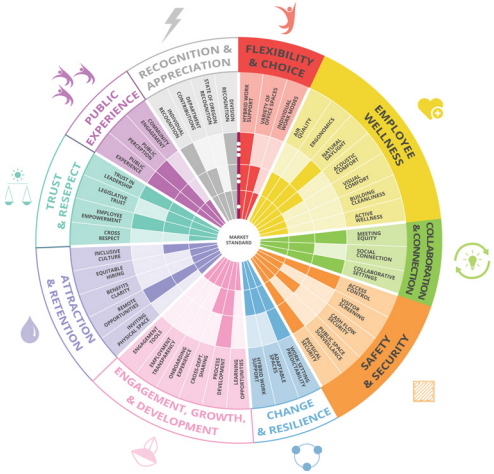
The program and space needs analysis considers capacity for current needs and future flexibility while incorporating resilient workplace strategies that utilize existing space effectively and efficiently. Collaboration and connection with options for refuge and self-selection of work spaces were top priorities during the development of the program and conceptual layouts. Additionally, the design team was tasked with reimagining the public-facing spaces to provide the best user experience for visitors while providing the highest level of information security for staff.

The selected design option maximized wall and infrastructure re-use, strategically organized departments to maximize beneficial adjacencies, and helped aid the development of return-to-work policies for the Department.

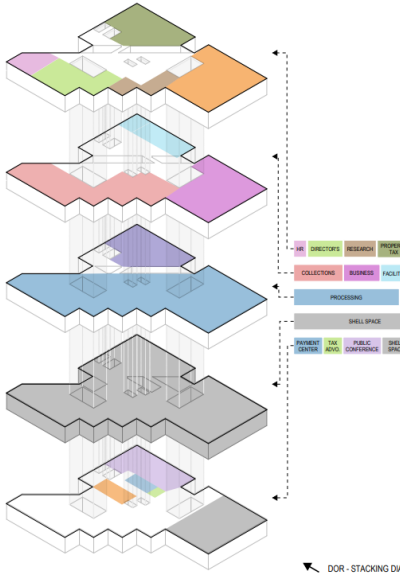
Employee input was crucial to the development of the plan, so SERA gathered feedback through leadership meetings, employee surveys, and change management champions who acted as communication pipelines between the design team, leadership, and staff. This feedback showed the areas of highest priority for staff and helped align DOR in its vision moving forward.



Workplace Guidelines



Project Compass: DOR's Guiding Priorities



Conceptual Stacking Diagram

status	Concept Design
cost forecast	$9.3M

PT Pope Properties

HASELTINE

Portland, OR

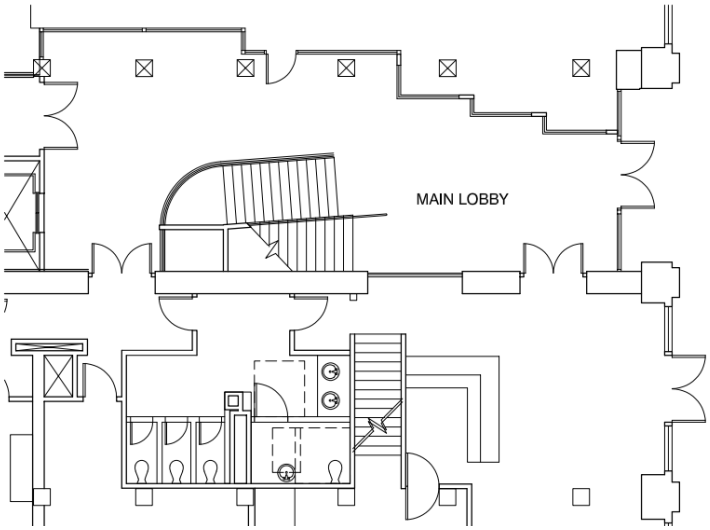
Haseltine demonstrates SERA's expertise working on historic buildings, preserving their natural charm, while renovating and upgrading them to meet modern needs.

Built in 1893, the Richardson Romaneque-style Haseltine Building is a primary landmark in the Skidmore/Old Town National Historic District. Following a transition in building ownership, SERA was engaged to assist in the investigation and planning of a voluntary seismic upgrade. Since that time SERA has become a trusted partner in the preservation and phased implementation of building improvements.

Over the course of four years, projects have included the replacement of a large skylight (which required the emergency approval of Portland's Landmarks Commission), improvements to the building atrium, party wall consulting during construction on the adjacent lot, tenant improvement space studies and renovations, BOMA calculations, temporary use permitting for a pop-up shop, and turn-key lease advising.

Haseltine Building in Downtown Portland

status	Various projects completed between 2018 - 2022
construction value	undisclosed



Restroom Test Fit

Northwest Children's Theater

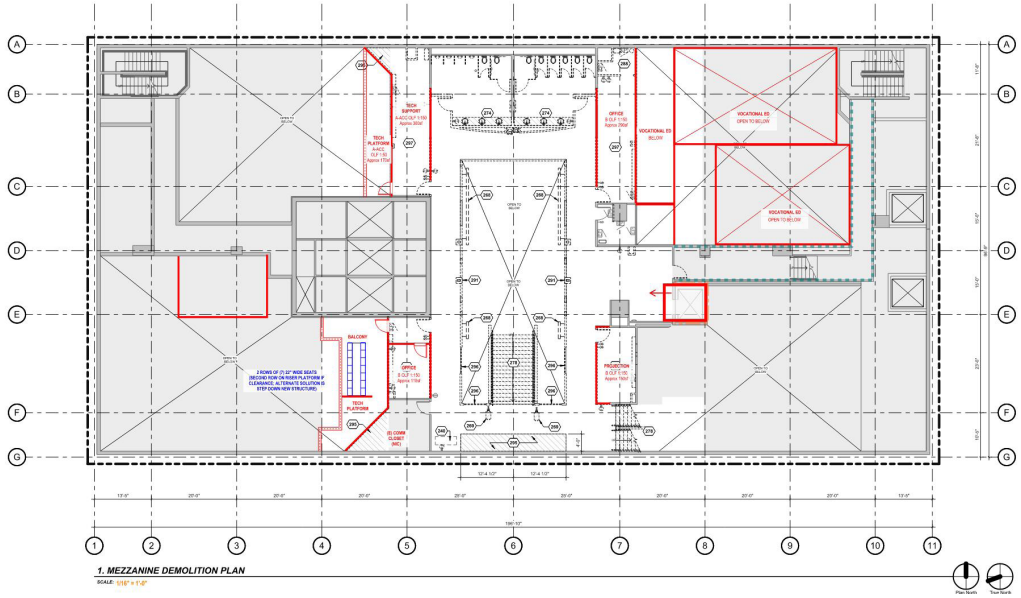
THE JUDY KAFOURY CENTER FOR YOUTH ARTS

PORTLAND, OREGON

SERA transformed a space that had long been empty and unused designing a vibrant performance venue worthy of the magic children's theater provides.

SERA has been working with Northwest Children's Theater and School to realize a new home since 2017, when it considered the purchase and major renovation of the historic Beaux Arts space they had rented since the organization's founding in 1993. Following several site evaluations and feasibility studies, a downtown location on Broadway adjacent to Portland's premier performing arts venues was found to be a perfect match for NWCT's mission and vision.

An innovative renovation has transformed a long-shuttered four screen movie theater in the basement of a high-rise office building into The Judy Kafoury Center for Youth Arts. A 240-seat mainstage theater and a 120-seat black box theater provide state-of-the-art facilities to continue offering award-winning productions that have entertained more than 1 million children, parents, grandparents, and theater enthusiasts for three decades. These spaces are supported by three rehearsal classrooms, a maker space for costumes and props, and accessible technical spaces that meet the needs of the professional productions and the educational programs. One of the movie theater spaces has been renovated as a 190-seat family cinema for screening classic films, sing-alongs, and celebrations. A prominent, street-level box office under a renovated marquee and enhanced concession complete an experience that will inspire the next generation of performers and theater lovers.



Program Test Fit

190-Seat Family Cinema (Courtesy of NWTC)

status	est. completion 2023
construction value	$3.6 M

SECTION 4

PROJECT APPROACH

PROJECT APPROACH

We are available to provide project professional services.

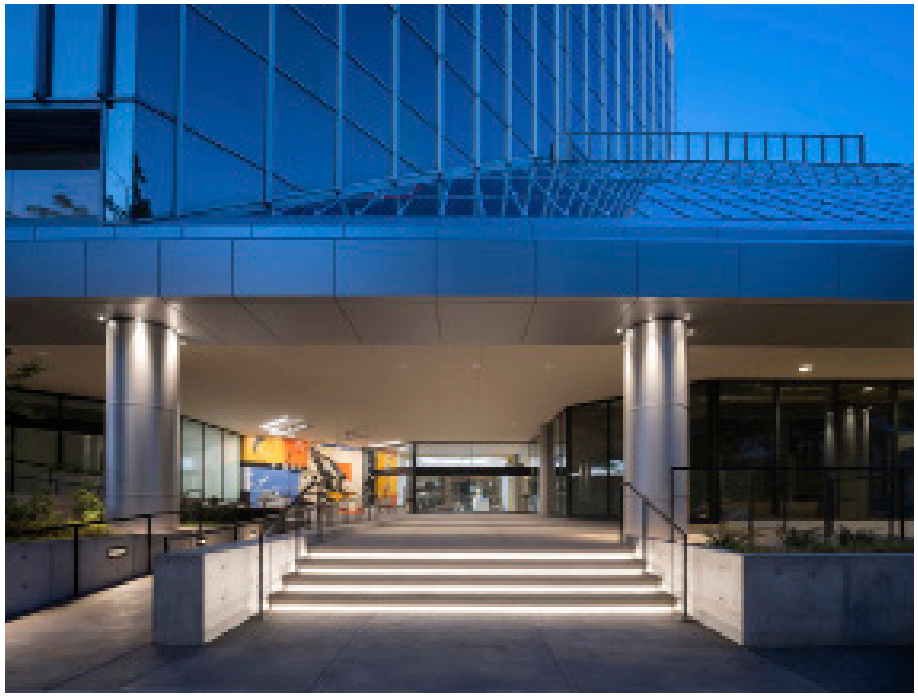
We are ready to begin on this next phase of the facilities plan – starting with the short-term goal of providing breathing room to the departments. Our team, being so familiar with the Strategic Facilities Plan, is ready to begin and dedicated for the duration of the effort.

SERA's project team has deep expertise in delivering architectural and interior services that align with the Strategic Facilities Plan Implementation goals. This team has worked on public projects ranging from 650,000 sf to 10,000 sf, whole building gut and remodels to surgical interventions improving space configurations. Our team blends technical, interiors, and strategic strengths to provide a holistic project approach.

The project team is supported by our **in-house technical group, sustainability resources group, and visualization team**. The **technical team** provides support on building information modeling, building material compatibility, standards and code interpretations, and quality assurance/quality control reviews. When a job number is requested, this team initiates internal protocols which establish project monitoring for fee and staffing development and pre-populate calendars with technical reviews based on project schedules. Their oversight continues until project closeout with the final warranty walk one-year post construction.

The **sustainability resources group** assists teams regardless of a project's initiatives. All SERA projects are tracked against the 2030 Challenge – designing buildings to meet ambitious reductions in fossil fuel, greenhouse gas emitting and better energy consumption performance for that building type through innovative sustainable design strategies. Staff choose to work at SERA so they can advance this industry goal, knowing that SERA provides the needed support and push to many clients to focus on this goal. We approach sustainability with strategies that make business sense by saving money on energy usage, or through life cycle cost analyses or using healthier materials that improve indoor air quality and absenteeism. The team also tracks embodied, operating, and avoided carbon on each SERA project to assess the impacts and benefits of reusing existing buildings. Building reuse is a SERA specialty and focus of our public market sector.

Our **visualization group** either prepares renderings or virtual reality (VR) design studies for teams or support teams as they are modeling during design. Visualization tools are a quick way that we can show design development to clients and get input in a timely manner. Our production staff is well-versed at operating BIM and teams use the 3D views to coordinate with structural, and MEP consultants beginning early in the design process.



220 NW 2nd Building in Downtown Portland

We understand effective project communication and services.

To be effective with our time and support, we create teams that focus on a similar range of project locations, and concentrate their efforts within a 3-hour drive of our downtown Portland office. We have active projects in Umatilla, Eugene, Salem, McMinnville, and Astoria. Extended areas of our project locations would then require overnight stays or flights.

We are sensitive to the fact that the County's buildings are on the coast and the unique approach needed. We would be able to drive and travel to the site, and are prepared to adjust for the impact the location has on travel, as well as on building materials, especially hardware. The SERA team has developed a solid checklist for items to collect during site visits and will be pragmatic and efficient with visits, and requests for assistance from Clatsop staff.

From a communication standpoint, we focus on a proactive approach and try to spend more time listening than talking. We will capture all project notes from meetings during the design phases and organize them clearly with action items first. We will review deliverables during the kickoff to align expectations, fee, and outcomes. SERA's goal will be to help get these short-term projects completed to provide the space relief needed.

Inlow Hall Renovation, Eastern Oregon University

We understand that there is a desire at the Duane Street Annex to evaluate code compliance, accessibility, structure, HVAC, plumbing lighting, elevators, daylighting, and energy saving strategies. We will start the project with a priority-establishing kick-off meeting to align project expectations with budget and future planning. For the Exchange Buildings we have sketches that Assistant County Manager Steele created during the Strategic Facilities Plan which provide a great foundation to address efficiencies in circulation and staff security for that facility.

We keep accurate documentation, and costs under control.

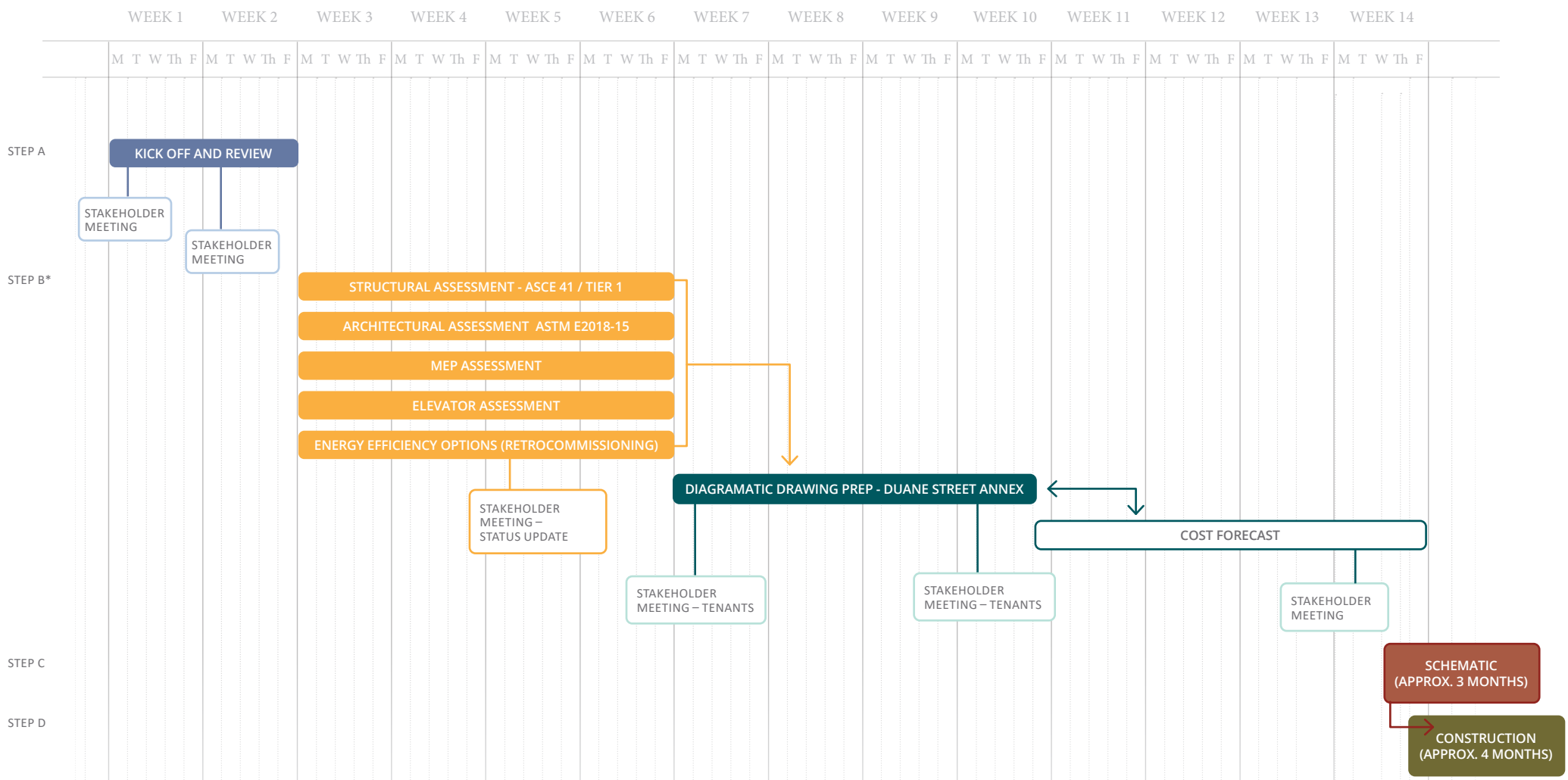
Providing estimates that reflect the market conditions over the past few years has been challenging. Three years prior to the start of the pandemic, our collaboration with DCW Cost Consultants resulted in estimates within 3% to 5% of bids – a statistic we were very proud of. SERA's designers know the cost of every line they draw and look for solutions that provide multiple wins. Some of our current strategies for existing building renovation construction documents include:

- New-adding notes to convey our assumptions, especially for existing buildings and identify an allowance to be held for differing conditions/ solving items that are not fully known
- DD-phase set review by a GC not bidding on the project for constructability and peer review of the estimate
- A pre-bid walk through to identify the areas that we are concerned about and ask for GC to address it in their bids

In the spirit of using taxpayer dollars wisely, we know it is our responsibility to deliver the right effort at the right time. We find that going slow in the early phases of design and then having a 'design freeze' during CD locks in the documents with the last estimate to help ensure bid alignment. The SERA team also invests time into our QA/QC process to reduce gaps in drawings, including from our consultants who provide us with a principal-signed form that the project underwent their review internal process.

To convey our initial understanding of the scope, we created a schedule of our approach and staffing focused on the big picture of the project. We look forward to reviewing this in detail and aligning it with the county's expectations.

SCHEDULE



* We recommend starting with the building evaluations first, then moving into diagrammatic drawings.

SECTION 5

REFERENCES / ACKNOWLEDGEMENTS

References

Martin Montavalo

Operations Manager, Public Works
City of Wilsonville
29799 SW Town Center Loop E
Wilsonville, Oregon 97070

(503) 570-1560
montalvo@ci.wilsonville.or.us
Projects: Wilsonville Building Renovations

Scott Nebecker

Planning & Construction Manager
Department of Administrative Services
155 Cottage St. NE
Salem, Oregon 97301

(503) 428-6324
scott.nebeker@oregon.gov
Project: DAS Executive Building

Charles (Joe) Gill

Project Manager
Department of Administrative Services
(Formerly: Oregon Military Department)
1225 Ferry St, SE
Salem, Oregon 97301

(503) 510-5172
charles.gill@das.oregon.gov
Projects: OMD Barracks, Headquarters

ACKNOWLEDGEMENTS

SERA has reviewed the Standard Professional Services Agreement 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 review and consideration. All modifications are intended to align this Agreement with the coverage provisions of SERA's liability policies.

1. EXHIBIT C: INSURANCE:

   a. C.1.02. PROFESSIONAL LIABILITY
      $(Agency to enter amount) Per ~~occurrence~~ **claim** limit for any single claimant;
      and $(Agency to enter amount) ~~Per~~ **Aggregate** ~~occurrence~~ limit for any number of claimants

Comment: SERA modifications align with our current liability policies and SERA's policy limits. Specifically, SERA's Professional Liability policy is written on a 'claims-made' basis and secured to a specific policy year. SERA's practice limit for professional claims is $5M per claim and in aggregate.

In addition, SERA seeks to confirm the following policy limits it maintains as a firm:

1. SERA's commercial general liability limits are $1M per occurrence and $2M aggregate.
2. SERA's auto liability is $1M per occurrence.
3. SERA's employer liability is $1M per occurrence.
4. SERA does have an umbrella policy of $8M.

SECTION 6

APPENDIX

SERA ARCHITECTS

BECKY EPSTEIN | LEED AP

Principal in Charge

As Principal in Charge and Director of SERA's Public Studio, Becky focuses on projects that transform the building and site, while successfully executing project delivery, building cohesive teams, and solving for resiliency.

Her 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. 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 for federal, state, and local jurisdictions.

As Principal in Charge, Becky will provide oversight on contracts and ensure that the county's goals and needs are being met by the design team.

EDUCATION

Master of Architecture, Arizona State University

Bachelor of Science in Environmental Design, Arizona State University

REGISTRATION

Licensed Architect in Israel

LEED-Accredited Professional

WORK HISTORY

SERA since 2005, other firms since 1993

SELECT EXPERIENCE

City of Wilsonville Kiva Building Renovation (Wilsonville, OR)

Local Utility Company, Integrated Operations Center, New Facility (Tualatin, OR)

Department of Administrative Services, North Valley Complex (Wilsonville, OR)

Oregon Military Department, Major General George White Headquarters (Salem, OR)

Local Utility Company, Line Center, Master Plan and Concept Design (Oregon City, OR)

Yamhill County, Facilities and Space Needs Assessment (McMinnville, OR)

Clackamas County (Oregon City, OR)

- Family Justice Center
- New Courthouse – Planning
- Public Safety Facilities Master Plan
- Justice Court Pre-Design Study
- Brooks Building, Seismic Upgrade and Renovation
- Development Services Building and Plaza – LEED Gold-certified
- Central Utility Plant
- Evidence Processing and Crime Lab
- Red Soils Campus Utilidor
- District Attorney Department Remodel
- Red Soils Campus Central Plaza
- Red Soils Campus Master Plan and Update
- Dog Control Services Center

Washington County (Hillsboro, OR)

- Charles D. Cameron, Public Services Building, Seismic Upgrade and Modernization
- Law Enforcement Center, Seismic Renovation
- Washington County On-Call Contract, 2012-2017
- Facilities Assessments
- Site Due Diligence Study
- Conference Center Retrocommissioning

Bonneville Power Administration, Ross Complex Master Plan and Control Center Design (Vancouver, WA)

Oregon Military Department, Camp Umatilla Enlisted Barracks I and II (Hermiston, OR)

State of Oregon Department of Environment Quality, Northwest Regions and Headquarters Renovation/Relocation (Portland, OR)

Linn County, Courthouse Planning & Programming (Linn County, OR)

SERA ARCHITECTS

STEVEN EHLBECK | AIA, LEED AP, NCARB

Senior Associate, Project Manager / Project Architect

Steven brings more than 20 years of experience, and an organized, community-oriented approach to every project. He is adept at juggling projects with wide scope, having worked on many on-call contracts, facilities plans, and adaptive reuse projects. As Project Manager, Steven will bring effective and clear communication to Clatsop County staff.

Steven combines experience as designer, technical architect, and project manager with a passion for restoration projects. Steven has devoted much of his career to restoration and adaptive use projects. He is experienced at seeking out and implementing sensitive design solutions that improve accessibility, performance and life safety without compromising the essential character of the historic structure. He delights in sharing this enthusiasm across his project teams and helping others understand their contributions to the stewardship of our built legacy.

Steven's design contributions and leadership have been recognized with more than 20 local, state and national design awards; more than half of these awards have been for work with existing and historic buildings. Since joining SERA in 2011, Steven has been a firm leader in the renovation, re-use and seismic retrofit of existing and landmark buildings.

EDUCATION

Masters of Architecture, University of Pennsylvania

Bachelor of Science in Civil Engineering, Tufts University

REGISTRATION / RECOGNITION

LEED-Accredited Professional

Registered Architect: Oregon, Arizona, Rhode Island

Member, American Institute of Architects

WORK HISTORY

SERA since 2011, other firms since 1998

SELECT PROJECT EXPERIENCE

Clatsop County On-Call (Astoria, OR)
- Courthouse Renovations

Haseltine Building On-Call
- Seismic Retrofit
- Atrium Renovation

State of Oregon Department of Administrative Services, ATA Contract for Architectural and Engineering Services 2008-2026 (Oregon)
- Red Lot Parking Garage Feasibility Study

Bonneville Power Administration - Ross Complex Facility Assessment and Strategic Framework (Vancouver, WA)

Providence Academy (Vancouver, WA)
- Chapel and Ballroom Refurbishmen
- Facility Assessment and Due Diligence Study

Hollywood Theater Facility Assessment & Capital Masterplan

Congregation Beth Israel
- Site Accessibility Improvements
- Facility Assessment and Code Review

Kalberer Tower Seismic Strengthening and Mason Ehrman Annex Restoration (Portland, OR)
- Including subsequent tenant improvement projects,
- Bike Room Expansion
- Turn-key Tenant Fit Outs
- Roof Deck

Washington High School Adaptive Re-Use (Portland, OR)

Veterans Memorial Coliseum - Open Air Arena Concept Study (Portland, OR)

SERA ARCHITECTS

ASHLEY NORED | NCIDQ, IIDA, LEED AP ID+C, Fitwel Amb.

Interior Job Captain

Ashley is a leader in the public studio, bringing a focus on sustainable and cost-effective design. She was instrumental in the work on the original Clatsop County Strategic Facilities Plan and brings a deep understanding of the county's needs for the space and future vision for its facilities and community.

Ashley Nored joined SERA in 2021 as an interior designer in the firm's Public Studio. With more than ten years of experience, Ashley drives the interior design of commercial, public, and educational projects—from conceptual design through construction administration—synthesizing client needs, human experience, material innovation and aesthetic form.

With previous experience as a sustainability consultant—and deep experience in sustainable design leadership—Ashley integrates creative design principles into each phase of a project, blending functional and technical requirements. She advocates for early integration of sustainable design efforts into projects, including energy modeling, daylighting studies, and healthy materials, and recognizes that industry-wide transparency is vital to improving human and environmental health through individual building choices we make.

EDUCATION

Bachelor of Science of Interior Design, Oregon State University

REGISTRATION / RECOGNITION

LEED-Accredited Professional

CREW Portland: Member since 2020

Portland Materials Transparency Collaborative, 2016 - Current

IIDA Oregon: Board Member 2011 - 2012, 2016 - 2017; Member, 2009 - Current

WORK HISTORY

SERA since 2021, other firms since 2011

SELECT PROJECT EXPERIENCE

Clatsop County Strategic Facilities Plan (Astoria, OR)

Yamhill County Strategic Capital Framework Plan (Yamhill County, OR)

DAS Executive Building, targeting LEED Gold equivalent (Salem, OR)

Previous to SERA:

Portland International Airport, Terminal Balancing Concourse E Expansion (Portland, OR)

Multnomah County Library Operations Center (Portland, OR)

Sherman County Courthouse Rehabilitation & Expansion (Moro, OR)

U.S. Navy Tenant Improvement (Portland, OR)

Oregon State University
- Cordley Hall Rehabilitation (Corvallis, OR)
- Oxford House Renovation (Corvallis, OR)

South Puget Sound CC Center for Health Education (Olympia, WA)

Bend Science Station Learning Laboratories (Bend, OR)

DCI Engineers Office Renovation (Portland, OR)

Air Manufacturing Innovation Facility Expansion (Beaverton, OR)

SUBCONSULTANTS

KPFF

Mark Tobin – PE, SE
Principal In Charge

EDUCATION

MEng, Civil Engineering, Cornell University

B. of Science in Civil Engineering, Cornell University

REGISTRATION

Professional Structural Engineer: CA, OR, UT, WA

Professional Engineer: CA, MT, NC, OR, NH, RI

EXPERIENCE

KPFF since 2004, other firms since 1997

Mark's passion for structural engineering is lifelong and was first inspired while on a trip in Minneapolis where he witnessed the construction of a high-rise tower. He was just 11 years old at the time, and his enthusiasm for his field has only increased since then. Mark enjoys complex, multi-faceted projects that allow for an intersection of aesthetics, technical advancement, and team collaboration. His sophisticated structural analysis and designs have led to cutting construction time and costs. He excels in communication and is dedicated to providing thoughtful solutions to project challenges. Mark's structural engineering philosophy centers around not ruling out potential solutions until all options have been meaningfully considered; his experience has shown him that sometimes an alternative path from the norm can lead to exceptional results.

SELECT EXPERIENCE

Washington County, Charles D. Cameron Public Services Building Seismic Retrofit (Hillsboro, OR)

Washington County, Law Enforcement Center Seismic Retrofit (Hillsboro, OR)

City of Salem, Salem Public Library Seismic Evaluation and Retrofit (Salem, OR)

Camas School District, Garver Theater Seismic Renovation (Camas, WA)

Portland Public Schools, Grant High School Seismic Renovation (Portland, OR)

Hotel Yamhill Seismic Evaluation and Conceptual Upgrades (McMinnville, OR)

Morrow County, Courthouse Seismic Evaluation and Conceptual Upgrades (Heppner, OR)

University of Oregon, Prince Lucien Hall Seismic Evaluation and Conceptual Upgrades (Eugene, OR)

Film Action Oregon, Hollywood Theater Seismic Evaluation and Conceptual Upgrades (Portland, OR)

The Multnomah Building Seismic Evaluation and Conceptual Upgrades (Portland, OR)

SUBCONSULTANTS

CUNDIFF ENGINEERING

Pedro Alzaga – PE

President

After serving four (4) years as the Manager of Facilities for the State of Chihuahua, Mexico, and being the Owner of an electrical design/installation firm for six (6) years in Mexico, Pedro Alzaga came to Cundiff Engineering, Inc. in April of 2001. He is responsible for electrical engineering.

EDUCATION

Industrial Electrical Engineering Degree, Instituto Tecnológico de Chihuahua

Industrial Refrigeration Seminar, Instituto Tecnológico de Chihuahua

Strategic Planning, Government of Chihuahua

REGISTRATION

Professional Electrical Engineer Oregon (No. 95,550; Issued 2019)

Washington, Mexico

SELECT EXPERIENCE

Clatsop County Courthouse Security Improvements

Electrical Upgrades for Various Facilities, State of Oregon

Department of Administrative Services (Salem, OR)

DAS DEQ/OSPHL Facility Generator Upgrade

DAS General Services Building Fire Alarm Panel System Upgrade

DAS State Library First Floor NE Offices Heating

DAS Public Utilities Commission Communication Closet Cooling

DAS 2011-2013 Fire Alarm Upgrades/Panel Replacements (Archives, Employment, Executive, Human Services, O&M, Print Plant, Public Service, PUC Buildings, Capital Mall Parking Structure

DAS Domestic Water Replacement at the Salem Worksource Oregon

DAS Print Plant Standby Emergency Generator System Modernization

DAS Court Facility Evaluations (40+ locations throughout Oregon)

DAS Human Resources Building Cooling

DAS Motor Pool Renovations

DAS 05-07 Electrical Upgrades (Property Distribution Center, Print Plant, and Human Services Buildings

DAS General Services Building Space Improvement Remodel

DAS Portland Office Building Design/Build Document

DAS Labor & Industries + Executive Building Renovations

Christopher M. Boyd – PE

Vice President

Christopher has been with Cundiff Engineering, Inc. since 2003. He brings his technical and engineering skills to our MEP projects along with site observation, field verification, and preplanning experience. He delivers professional services to our clients by following the Cundiff philosophy of creating partnerships based on respect, hard work, honesty, and integrity.

EDUCATION

B. of Science in Mechanical Engineering, University of Portland

REGISTRATION

Professional Mechanical Engineer Oregon (No. 70,654; Issued 2007)

Washington, Alaska, Nevada, Georgia, Idaho, Arizona, California

SELECT EXPERIENCE

Clatsop County Courthouse Security Improvements

DAS State Library First Floor NE Offices Heating (Salem, OR)

DAS Public Utilities Commission Communication Closet Cooling (Salem, OR)

DAS Domestic Water Replacement at the Salem Worksource Oregon (Salem, OR)

DAS Motor Pool Renovations (Salem, OR)

DAS General Services Building Space Improvement Remodel (Salem, OR)

DAS Labor & Industries + Executive Building Renovations (Salem, OR)

US GENERAL SERVICES, Evidence room ventilation with odor control for exhaust system, (Portland, OR.)

Request for Qualifications (RFQ)

Architectural Services

Strategic Facility Plan Implementation

<u>Deliver Proposals to:</u>

Clatsop County
800 Exchange Street, Suite 410
Astoria, OR 97103

Issued by:

Clatsop County Manager's Office

Proposals Due Date: 11:00 a.m. March 1, 2023

CLATSOP COUNTY ARCHITECT SERVICES
REQUEST FOR QUALIFICATIONS

Notice is hereby given that Clatsop County Manager's Office is seeking Proposals from firms for Architectural Services.

DOCUMENTS:

The RFQ is available on the Clatsop County web site https://www.clatsopcounty.gov/rfps heading of Request for Qualifications Architectural, SFP Implementation. Interested parties may download a complete set of RFQ documents from the Clatsop County County-Web Bid Page at the County web site and Oregon Buys.

https://www.clatsopcounty.gov/rfps

https://oregonbuys.gov/bso/

The Request for Qualifications documents are available for viewing at Clatsop, Managers Office 800 Exchange St. Suite 410, Astoria, OR 97103, 503-338-3695 between the hours of 8:30 a.m. and 4:00 p.m. local time. Questions can be sent to ddieffenbach@clatsopcounty.gov

Sealed responses will be received prior to, 11:00 a.m., March 1, 2023 at Clatsop County Manager Office located at 800 Exchange St. Suite 410, Astoria, OR 97103, or submitted electronically. Responses to the RFQ that are received after the closing time will not be opened and will be returned unopened. Delivery to an office other than the office identified above is not acceptable.

The County may reject any Response not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all responses upon a finding of the County that it is in the public interest to do so.

The Clatsop County Board of Commissioners reserves the right to reject any and all Responses to the RFQ and to waive any and all informalities in the best interest of the County. Clatsop County is an Equal Employment Opportunity/Affirmative Action employer.

Dated: February 15, 2023

David Dieffenbach, Capital Improvement Projects Manager

Published: Clatsop County Web Site

Oregon Buys

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SECTIONS		PAGE NO.
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2.0	Scope of Work	2
3.0	Selection Criteria Process and Evaluation Criteria	4
4.0	RFQ	5
5.0	Additional Information	9

List of Exhibits

Exhibit A. Strategic Facility Plan

Exhibit B. Building Plans

Exhibit C Elevator Report

Exhibit C. Sample Contract

INTRODUCTION:
Clatsop County ('COUNTY') invites Requests for Qualifications Architectural Services ("Services") from professional services firms.

SECTION 1 – GENERAL

1.2 SCHEDULE OF EVENTS

Action	Location	Date	Time
Advertising	Oregon Buys	February 15, 2023	
Post RFQ on Clatsop County Website		February 15, 2023	
Pre-Proposal Meeting		February 22, 2023	2:00 pm
Proposal Due Date		March 1, 2023	11:00 am
Proposal evaluation/negotiation period		March 7, 2023	
Notice of Intent to Award Contract		March 8, 2023	11:00 am
Challenge Period expires and Award of Contract		March 15, 2023	
Contract Approval		March 22, 2023	

SECTION 2 – SCOPE OF WORK
Anticipated Architecture Services

1. The County is seeking to implement the recommendations of the recently completed SFP (Strategic Facility Plan). In general, the architectural services will include the evaluation of; the Duane Street Annex (former County Jail) located at 355 7th Street, Astoria. This evaluation will include space evaluations, structural systems, HVAC, plumbing, lighting, elevator, energy efficiency options and day lighting. The 800 and 820 Exchange Street building evaluations will be focused on space planning to accommodate department needs, increase circulation efficiency, staff security and plan for modifications for the departments that will be relocating.

2. The Strategic Facility Plan was divided into short- and long-range goals. This project will focus on implementing the short-term goals. The architectural service provided under this contract will involve several steps.

- Step A: Review the Strategic Facility Plan, then based on discussions with County Staff, determine the departments and areas that will form the basis of Step B.
- Step B: Provide diagrammatic drawings indicating the plans for the spaces that will be remodeled. Plan for an onsite meeting to present the plans to the departments affected by the plans. Start engineering analysis to determine the condition of the building systems at the Duane Street

Annex, along with recommendations and cost for upgrading the structural systems, HVAC, plumbing, electrical, lighting, elevator, energy efficiency options, and day lighting.

- Step C: Provide schematic drawing indicating the plans for the spaces that will be remodeled. Provide engineering reports of the condition of the building systems at the Duane Street Annex, along with recommendations and cost for upgrading the structural systems, HVAC, plumbing, electrical, lighting, elevator, energy efficiency options, and day lighting.
- Step D: Provide construction document and construction administrative services based on the approved Schematic Design documents and building systems upgrades.

3. The following are the minimum requirements for the Licensed Architects.
   3.1 Contractor shall maintain all required professional licenses and professional liability insurance in good standing for the Term of the contract.
   3.2 The firm(s) selected must be able to provide documents / drawings in the native file format; including but not limited to AutoCAD, MS Word, Adobe and Photoshop. Other duties may include site visits, construction administration, RFI responses, and on-site meetings with permit staff and similar activities.
   3.3 The proposal shall be valid for 90 days from the date of proposal opening.
   3.4 Vendors responding to this RFQ do so solely at the vendor's expense; the County is not responsible for any vendor expenses associated with the RFQ.

SECTION 3 – SELECTION CRITERIA PROCESS AND EVALUATION CRITERIA

3.1 FIRM AND STAFF QUALIFICATIONS

Qualifications will be evaluated based on each firm's capabilities, approach, methodology and relevant experience with similar County's and public sector construction programs. The County will further evaluate proposing firms based on their performance history, proposed personnel and team members, knowledge of the County, technical capabilities, track record of designing within pre-determined project budgets, and responsiveness to this RFQ. The following factors are important for further consideration and evaluation:

1. **Technical Competence**
   Experience, training, and proven expertise in the Services to be provided.
2. **Staffing Capabilities**
   The capability to perform the work within the desired timeframe. The availability, depth of experience, and qualifications of proposed staff will be considered.
3. **Project Approach and Planning**
   Work methodology, management structure, and any other indications of company processes that would improve project planning, design, and oversight.
4. **Past Performance Record**
   Past performance in providing quality projects in an efficient, budgeted, and timely manner. The quality of the work could be an indication of demonstrating understanding of effective project communications, cooperation and services required to successfully prepare documents for similar projects. The firm's experience on local government and other public projects of a similar nature is important.

The County may, at its discretion, interview one or more firms for further consideration. The key individuals, specifically the proposed designer, project architect, and project manager to be assigned to this program, will be expected to attend the interview and lead the discussion. In the event the County conducts interviews, it will include a short introductory period for the firm followed by a question and answer session. Interviews will be approximately 30 minutes for the presentation and 30 minutes for Q & A, at the discretion of the County's interview team.

Based upon the final rankings, the County will attempt to negotiate an acceptable contract with the highest- ranking firm. If an acceptable contract cannot be negotiated, written notice will be provided, and negotiations with the next highest-ranking firm(s) will commence.

The County may request additional information regarding the demonstrated competence and qualifications and expects to check references.

3.2 LIMITATIONS

This RFQ does not commit the County to award a contract and the County will not reimburse a proposing firm for any costs incurred in responding. The County reserves the right to reject any or all Proposals or proposing firms. The awarding of one or more contract is at the sole discretion of the County.

Submitted responses are considered public records subject to the Public Records Act.

3.3 EVALUATION CRITERIA

Proposals meeting Proposal Content Requirements will be evaluated by an Evaluation Committee using criteria and priorities as defined by the County. The Evaluation Committee will determine which Proposal or Proposals taken as a whole, and in the County's sole judgment, are in the best interest of the organization. Proposals should address the evaluation criteria listed below.

	EVALUATION CRITERIA	Points
1	Qualifications and experience of Firm	30
2	Qualifications and experience of Staff	30
3	Approach and Methodology	30
4	References	10
	TOTAL	100

The design for this project will need to address the needs of the various departments and the best used of existing county buildings, current building codes, accessibility, historic regulations and other questions or comments needed to obtain building permits. Other project types are conceptual and construction drawings for building additions, building renovations, etc.

The County may request further clarification to assist the Evaluation Committee in gaining additional understanding of Proposals. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

SECTION 4 – RFQ

4.1 FIRM BACKROUND, RESOURCES, AND EXPERIENCE

The Qualifications shall be organized as listed below with the following sections:

Part 1: Overview

a. Provide a brief history of your firm, and if a joint venture or partnership, of each participating firm.
b. Identify legal form, ownership, and senior leadership by firm.
c. Describe number of years in business and types of business conducted.
d. Describe firms experience in local government projects and specific knowledge of project type.
e. Location of office from which work will be performed / dispatched.

Part 2: Staff

A. Team members who may be assigned to the County's projects. Provide resumes for proposed members. Describe public agency project experience of key staff.
   a. Provide a brief history of expertise and role.
   b. Describe number of years of experience and types of business conducted.
   c. Location or office from which work will be performed / dispatched.
   d. List a minimum of three (3) projects, which member has been involved, special consideration for local government projects.
   e. Professional credentials, if any.
   f. Identify proposed consultants, if any.

Part 3: Experience

A. List relevant local government projects in the last ten (10) years, of firm or key team members including:
   a. Project name/location (maximum five (5) and include brief description).
   b. Year completed/current status.
   c. Construction value.

Part 4: Project approach

a. Availability to provide project professional services, construction oversight and the ability to provide prompt responses to County inquiries and concerns.
b. Demonstrate understanding of effective project communication, cooperation and services required to successfully prepare documents for similar projects.
c. Knowledge and understanding of the required services as shown by approach to staffing and scheduling needs.
d. Demonstrate ability to prepare accurate construction documents that assist the owner in receiving bids which are on or below budget.

Part 5: References:

a. Referrals -Include three (3) relevant client references. Client references must include name of client, title, address, telephone number, email address and project name. Appendix: Résumés and Letters of Recommendation.

4.2 RFQ SIZE AND FORMAT

Qualifications shall be bound in a booklet or binder and shall submit its Proposal without extensive art work, unusual printing or other materials not essential to the utility and clarity of the Proposal. Limit your content to 30 pages. All Proposal forms required per this RFQ and your Cover Letter are in addition to the page count noted.

Proposer shall submit an original Proposal based on a format of 8 1⁄2" x 11" paper, bearing the Proposer's authorized representative's signature; one (1] ORIGINAL Electronic Copy. Must be formatted using Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx) for the use by the County.

To send Proposal, follow this link to access the County file sharing site. Access from the County Web site. https://sendfiles.clatsopcounty.gov/

When prompted enter ddieffenbach@clatsopcounty.gov in the To box, chose files to send. You should get an email, when the files are "Picked Up".

In addition, if Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.410 through 192.505). Proposer shall complete and submit an Affidavit of Trade Secret and a version of its Proposal with redactions clearly shown and the redacted Proposal clearly identified.

It is not necessary to provide a company brochure or other marketing material.

4.3 SUBMISSION DUE DATE

Responses will be received until, but not after, 11:00 a.m. March 1, 2023 at the Clatsop County Managers Office located at 800 Exchange St. Suite 410, Astoria, OR 97103, or submitted electronically. Responses to the RFQ that are received after the closing time will not be opened and will be returned unopened. Delivery to an office other than the office identified above is not acceptable. Physical submission shall be electronic format, per section 4.2, or delivered on a Flash Drive or USB Drive.

4.4 ENCLOSURES

Exhibit A.	Strategic Facility Plan
Exhibit B.	Building Plans
Exhibit C	Elevator Report
Exhibit C.	Sample Contract

4.5 CLARIFICATIONS

All inquiries, whether relating to the RFQ process, administration, deadline or method of award, or to the intent or technical aspects of the RFQ must:

A. Be delivered to the County via email, mailed or hand-delivered in writing
B. Reference the RFQ name
C. Identify Proposer's name and contact information
D. Be sent by an authorized representative
E. Refer to the specific area of the RFQ being questioned (i.e. page, section and paragraph number)
F. Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule of Events in subsection 1.2 above.

Refer all inquiries concerning this RFQ to:

David Dieffenbach, Capital Improvement Projects Manager
800 Exchange Street, Suite 222
Astoria, OR 97103
(503) 338-3695
ddieffenbach@clatsopcounty.gov

4.6 RFQ PROTEST AND REQUEST FOR CHANGE

Prospective Proposers may submit a written protest of anything contained in the RFQ and may request a change to any provision, specification or Contract term contained in the RFQ, no later than **seven (7) calendar days prior** to the Proposal **deadline** set in the RFQ. Protests shall follow the requirements set forth in OAR 137-048-0240(1). Each protest and request for change must include the reasons for the

protest or request, and any proposed changes to the RFQ provisions, specifications or Contract terms. The County will not consider any protest or request for change that is submitted after the submission deadline. Protests shall be sent to the designated County contact for protest of proposer selection at the address specified in section 4.5 of this RFQ. If the County determines that additional information or interpretation is necessary; such information or interpretation will be supplied in Addenda that will be posted to the County Web Site. All such Addenda shall have the same binding effect as though contained in the main body of this RFQ. Oral instructions or information concerning the specifications of the Project from County managers, employees or agents to prospective Proposers shall not bind the County.

4.6 RFQ PROTEST AND REQUEST FOR CHANGE

Prospective Proposers may submit a written protest of anything contained in the RFQ and may request a change to any provision, specification or Contract term contained in the RFQ, no later than **seven (7) calendar days prior** to the Proposal **deadline** set in the RFQ. Protests shall follow the requirements set forth in OAR 137-048-0240(1). Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFQ provisions, specifications or Contract terms. The County will not consider any protest or request for change that is submitted after the submission deadline. Protests shall be sent to the designated the County contact for protest of proposer selection at the address specified in section 4.5 of this RFQ. If the County determines that additional information or interpretation is necessary; such information or interpretation will be supplied in Addenda that will be posted to the County Web Site. All such Addenda shall have the same binding effect as though contained in the main body of this RFQ. Oral instructions or information concerning the specifications of the Project from County managers, employees or agents to prospective Proposers shall not bind the County.

Protests must:

- Be delivered to the County via email, facsimile or hard copy.
- Reference the RFQ name.
- Identify prospective Proposer's name and contact information.
- Be sent by an authorized representative.
- State the reason for the protest, including: the grounds that demonstrate how the Procurement Process is contrary to law, unnecessarily restrictive, legally flawed, or improperly specifies a brand name; and evidence or documentation that supports the grounds on which the protest is based.
- State the proposed changes to the RFQ provisions or other relief sought.
- Protests to the RFQ must be received by the due date and time identified in the Schedule of Events in subsection 1.2 above.
- Protests to Addenda must be received by the due date identified in the respective Addendum.

4.7 MODIFICATION OR WITHDRAWAL

Any Proposer who wishes to make modifications to a Proposal already received by the County shall submit its modification in one of the manners listed in the Proposal Submission Options section and must denote the specific change(s) to the Proposal submission.

If a Proposer wishes to withdraw a submitted Proposal, it shall do so prior to Closing. The Proposer shall submit a written notice Signed by an authorized representative of its intent to withdraw its Proposal. The notice must include the RFQ name and be submitted to the County.

SECTION 5 - ADDITIONAL INFORMATION

5.1 GOVERNING LAWS AND REGULATIONS

This RFQ is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFQ, evaluation and award is the Circuit Court of Clatsop County for the State of Oregon.

5.2 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals submitted in response to this RFQ become the property of the County. By submitting a Proposal in response to this RFQ, Proposer grants the County a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating an Agreement, if awarded to Proposer, or as otherwise needed to administer the RFQ process, and to fulfill obligations under Oregon Public Records Law (ORS 192.410 through 192.505). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

5.3 CANCELLATION OF RFQ

Pursuant to ORS 279B.100, the County may reject any or all Proposals in-whole or in-part or may cancel this RFQ at any time when the rejection or cancellation is in the best interest of the County. The County is not liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFQ, award, or rejection of any Proposal.

5.4 COST OF PROPOSAL

Proposer shall pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

5.5 CONTRACT

All specifications, terms and conditions contained in the Request for Proposal shall be incorporated by reference and made a part of a contract awarded to the successful bidder. A copy of our sample contract is attached to this document. Note that the sample contract will be edited to allow for the specific requirements of this project. This contract is based on a contract sample from the State of Oregon, and some requirements may not apply to the work for the County.