

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

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

**RECITALS:**

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

**AGREEMENT:**

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

1. **Services of Contractor.** Contractor agrees to perform the following services (the "Services"), in accordance with and as detailed in County's request for services and Contractor's response in the form of a "Proposal for Professional Services", dated September 13, 2019 and revised September 20, 2019, both of which are contained in Exhibit A, which is attached hereto and incorporated herein by this reference. Any additional work beyond the Services may be negotiated individually at Contractor's hourly rate or at a negotiated project rate.
2. **County's Duties.** If any Services are provided at County offices, County shall provide the office space, terminals, telephone, office equipment, office furniture, computer hardware and software, and fixtures necessary to perform Services.
3. **Independent Contractor.** Contractor is engaged hereby as an independent contractor, and will be so deemed for purposes of the following:
  - a. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Agreement. County will not withhold any state or federal income taxes from payments owed Contractor.
  - b. As an independent contractor, Contractor acknowledges and agrees that Contractor is not entitled to any benefits granted to County employees. Without limitation, but by way of illustration, the benefits which are not granted to Contractor include vacation, holiday and sick leave, other leaves with pay, tenure, medical, and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits, except as otherwise required by law.

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

**4. Compensation; Payment Schedule.** Unless previously terminated in accordance with Section 8, Contractor will provide the Services for a total fee of \$94,800.00, inclusive of reimbursable expenses. Contractor shall be compensated in the amount of the total fee for Services rendered under this Agreement, which amount shall also be the maximum not-to-exceed amount to be paid under this Agreement unless this Agreement is amended or extended in a writing signed by both parties. The above rates are inclusive of any per diem rates described on Exhibit A. Any expenses incurred by Contractor in the performance of the Services under the terms and conditions of this Agreement not specifically provided for herein shall be the sole and separate responsibility of Contractor, unless preapproved in writing by County. The only compensation due Contractor is specifically stated in this Agreement. Upon request of County, but in no event less frequently than monthly, Contractor will provide written documentation of completed and ongoing tasks, hours and deliverables. Contractor shall submit monthly invoices by 25th of the month and, following receipt, review and approval of such invoices (in its sole discretion), County will issue monthly checks on approximately the 1st or 15th of each month or on the dates that best coincide with the County's standard billing cycle.

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

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

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

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

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

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

8. **Term; Termination; Default.**

a. **Term.** Unless terminated in accordance with subsection (2), the term of this Agreement is from November 26, 2019 through November 26, 2020 and supersedes any prior agreements between the parties. Upon mutual written agreement of the parties this Agreement may be extended for up to two (2) additional one year terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR**

**YAMHILL COUNTY, OREGON**



Print Name/ Title Rebecca Epstein, Principal

Date: 11/22/2019

SS# /Tax ID#: 93-0723380

APPROVED AS TO FORM



RICHARD L. "RICK" OLSON, Chair (VICE)

Board of Commissioners *MARY STARKETT*

Date: 12/5/19



KENNETH HUFFER,

By: Christian Boenisch  
CHRISTIAN BOENISCH  
County Counsel

County Administrator  
Date: 12/5/2019

Accepted by Yamhill County  
Board of Commissioners on  
12/5/19 by Board Order  
# 19-483

## Exhibit A



**Date** 13 September 2019  
*Revised 20 September 2019*

**Project Name** Yamhill County Facilities Assessment  
**Project Number** 1901025

**Attention** Justin Hogue  
Business Services Director, Yamhill County

**Address** 535 NE 5<sup>th</sup> St  
McMinnville, OR 97128  
hoguej@co.yamhill.or.us

**Overview** *SERA Architects, Inc. ("SERA") appreciates the opportunity to submit this Professional Services Proposal for four (4) scopes of work for facilities in McMinnville, Oregon:*

- 1. A Baseline Property Condition Assessment of 14 County owned properties*
- 2. A Facility Use Assessment of the 14 properties and three (3) leased properties*
- 3. Courts System Growth Analysis in accordance with the Oregon Courthouse Capital Construction Improvement Fund (OCCCIF) application materials*
- 4. Courthouse Facility Space Requirements (Program) in accordance with the Oregon Courthouse Capital Construction Improvement Fund (OCCCIF) application materials*

**Scope of Work** Task 1: Condition Assessment

The condition assessments will include the following systems and follow ASTM E2018 Standard Guide for Property Assessments: Baseline Property Condition Assessment Process:

- Substructure
- Exterior Enclosure
- Roofing
- Interior Construction
- Staircases
- Interior Finishes
- Vertical Transportation
- Plumbing
- HVAC
- Fire Protection
- Electrical
- Site Improvements
- Civil & Mechanical Utilities
- ADA compliance

Additionally, the Courthouse/Sheriff's Office/Jail facility will have an ASCE Form 41-13 (newer version of the 31-03) seismic evaluation.

Assessments will identify deferred maintenance items and all failing or damaged building systems, life safety issues, potential unsafe conditions, building code or fire code violations, or conditions that if left uncorrected could result in critical failure or significant costs as well as estimates of probable costs to correct the items identified.

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Exhibit "A"

## Exhibit A

No destructive or physical testing will be performed concerning environmental hazards at the sites, the design team will provide general observations and probability of hazards.

### Deliverables:

- Cost Estimate based on assessment findings, and a replacement value for each facility
- Baseline Property Condition Assessment from Architecture, Structure, MEP/FP and Civil Consultants with a Facility Condition Index rating for each facility
- ASCE Form 41-13 for the Courthouse/Sheriff's Office/Jail

### Task 2: Facility Space Needs Analysis:

*The space needs analysis will assess the opportunities and constraints at the County's properties and provide efficiency recommendations by:*

- Evaluating the current level of usage/efficiency
- Evaluating the facility's ability to meet functional needs and growth
- Evaluating public access to facilities and programs
- Evaluating functionality in consolidating services
- Evaluating the opportunities for expansion
- Providing a cost/benefit analysis of leasing versus purchasing properties
- Evaluating the properties from a holistic level and their integration with the City and County's development plans for the downtown core.

### Deliverables:

- *Written report with graphics as needed that summarizes the findings from the facility analysis.*
- *Meetings and minutes of discussions with County staff and project stakeholders*
- *The Jail analysis will focus - at a high level, on the facility's ability to accommodate a significant renovation that would improve efficiency and incorporate room for additional support services versus a new facility.*

### Optional Task 3: Court System Growth Analysis

*SERA will analyze the historical and projected population data for the county against caseload data for the following case types:*

- *Civil*
- *Criminal*
- *Dissolution*
- *Family Law*
- *Probate*
- *Small claims & Landlord Tenant*

*From the analysis and discussions with project stakeholders, SERA will make recommendations on Courtroom and chambers quantity and size.*

### Deliverables:

- *Report with statistical findings of caseloads and population and recommendations for court and judicial program.*

### Optional Task 4: Courthouse Facility Space Requirements (Program)

*SERA will provide a facility space needs program summary which will be compiled from meetings with judicial and courts staff and other county stakeholder input-District Attorney, Sheriff and Facilities. The summary will indicate the existing program area, proposed area and a growth projection to 2070 (OJD requests a 50-year projection) based on the System Profile. Additionally, the summary will indicate if there are any area deviations from courthouse standards and area needs for a state co-location tenant.*

### Deliverables:

- *Excel spreadsheet with program areas by department, adjacency diagram, and a stacking diagram.*
- *Meetings and minutes of discussions with Court staff and project stakeholders (assume 8 meetings)*
- *Cost Estimate of a facility based on the program*

## Exhibit A

### **Project Assumptions**

- The client responsibilities include:
  - Providing and access to the buildings and sites during business hours
  - Provide existing building documentation or previous studies, and any historical documentation
  - Provide and coordinate interview times with county O&M staff and program service managers who can provide input on their use of their facility
- Observations will be based upon representative observations. For example, it is not the intent to inspect every piece of equipment or window.
- Opinions of probable cost thresholds shall be commensurate with the complexity of the subject property, not be minor or insignificant, and serve the purpose of the user in accordance with the user's risk tolerance level. Opinions of probable costs that are wither individually or in the aggregate less than a threshold amount of \$5,000 for like items are to be omitted from the property assessment. Actual costs may vary.
- A Tier II: Abbreviated Accessibility Study shall be conducted in accordance with the Americans with Disabilities Act (ADAAG) including observations made in the field, and survey.

### **Exclusions**

Items out of the scope of considerations are as follows:

- Measurements or quantities to establish or confirm any information or representations provided by the owner or users.
- Reporting on the presence or absence of pests
- Investigating the conditions of subterranean conditions such as buried tanks, or wells.
- Providing an opinion on matters regarding security of the subject property.
- Operating or witnessing the operations of lighting or other systems typically controlled by time clocks.
- Providing an environmental assessment
- By conducting a assessment and preparing a report does not warrant or guarantee the present or future condition of the subject property.
- *Conceptual Design*
- *Room Data Sheets describing the functional details for each space*

### **Schedule**

Based upon this scope of work, we propose the following schedule:

#### Conditions Assessment and Facilities Space Needs Analysis:

- Conditions Assessment           4 weeks
- Cost Estimate                       2 weeks
- Space Needs Analysis           3 weeks
- Cost Estimate                       3 weeks
- County review of draft           1 week
- Final deliverable                 1 week

Assessment and space needs investigation will overlap, estimates will not. Total effort will be approximately 13 weeks from a notice to proceed.

#### *Courts System Growth Analysis & Courthouse Program:*

- *Analysis*                               2 weeks
- *Program*                               3 weeks
- *Courts & County Review*       1 week
- *Estimate*                             2 weeks
- *Final deliverable*                 1 week

## Exhibit A

*Courts focused work will occur following facility assessment. Total effort will be approximately 12 weeks from a notice to proceed.*

**Compensation** Based upon the scope of work above to be completed, is a fixed fee of **ninety four thousand, eight hundred dollars (\$94,800)**, inclusive of reimbursable expenses for Tasks 1 and 2.

*Optional Task 3: \$18,200*

*Optional Task 4: \$32,400*

**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.

- *ASCE Form 41-13 Seismic studies of other facilities: \$6,000 each facility*
- Traffic studies
- Hazardous material analysis
- Geotechnical services
- Civil Survey
- Inventory of existing furniture and equipment
- Energy analysis

Exhibit A

If this Proposal is acceptable to you, please sign where 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.**

\_\_\_\_\_  
Rebecca Epstein, Principal

\_\_\_\_\_  
Date

**Accepted by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

## Exhibit A

### SERA Billing Rates – 2019 Oregon Projects

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) .....	\$210.00
Associate Principal (Level IX) .....	\$200.00
Sr. Project Manager/Architect/Designer/ Planner (Level VIII) .....	\$180.00
Project Manager/Architect/Designer/Planner (Level VII) .....	\$160.00
Project Manager/Architect/Designer/Planner (Level VI) .....	\$140.00
Sr. Job Captain Architect/Interiors/Planning (Level V) .....	\$125.00
Job Captain Architect/Interiors/Planning (Level IV) .....	\$115.00
Jr. Job Captain Architect/Interiors/Planning (Level III) .....	\$95.00
Project Assistant Architect/Interiors/Planning (Level II) .....	\$90.00
Project Assist Architect/Interiors/Planning (Level I) .....	\$85.00
Accounting .....	\$75.00
Administrative Personnel .....	\$65.00

**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.

**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

Exhibit A



**Yamhill County, Oregon**

**434 NE Evans Street**

**McMinnville, OR 97128**

**503-434-7501**

## Exhibit A

### **Section 1 – Background**

Yamhill County (referred to herein as “Yamhill County” or “County”) is located in the Willamette Valley of Oregon. The County seat is McMinnville, about 35 miles southwest of Portland. The County has a population of about 107,415 residents. Yamhill County is a general law county with three elected Commissioners and 5 elected department heads. The remainder of the County falls under the supervision of the appointed County Administrator. Yamhill County employs approximately 700 employees and provides a myriad of services, including but not limited to, public health, adult, youth and family behavioral health services, roads, bridges, parks, fairgrounds, law enforcement, juvenile and adult corrections facilities.

### **Section 2 – Study Area; Overview of Assessments**

**2.01. Study Area.** The County is seeking a qualified consultant to provide a comprehensive, professional, space needs analysis of approximately 14 County buildings/sites totally approximately 226,000 square feet. The inventory of buildings/sites to be analyzed includes:

1. County Owned Properties
  - a. Planning Department
  - b. County Clerk’s Office (Stern Building)
  - c. County Administration (Fenton House and Spence House)
  - d. Courthouse/Sheriff’s Office/Jail
  - e. Community Corrections (Annex)
  - f. HHS Campus (HHS Admin House, Evans West, Ticor, Romain, and Davis Street Buildings)
  - g. County Public Health
  - h. Community Support Services (Abacus)
  - i. Family and Youth (Moore Building)
  - j. IT buildings
  - k. Former Public Works Building (Including OSU Extension portion of building)
2. County Leased Properties\*
  - a. Developmental Disabilities Program and Veterans’ Services (Kirby Building)
  - b. Satellite HHS Services (Newberg Annex)
  - c. Family and Youth (Old Hospital Building)

\*Assessment on leased properties will be strictly limited to use and functionality

**2.02. Exclusions.** The study area for this project will exclude the following:

1. Park properties
2. Transit
3. Public Works
4. Residential Treatment

**2.03. Facility Condition Assessment.** The County would like to assess the condition of each of the County owned facilities, including, but not limited to the following:

## Exhibit A

1. Substructure
2. Exterior Enclosure
3. Roofing
4. Interior Construction
5. Staircases
6. Interior Finishes
7. Vertical Transportation
8. Plumbing
9. HVAC
10. Fire Protection
11. Electrical
12. Site Improvements
13. Civil & Mechanical Utilities

Additional services at select facilities will include a seismic assessment, and/or an assessment of compliance with Americans with Disabilities Act (ADA) requirements.

**2.04. Facility Use Assessment.** The County would like to assess current space usage and needs of each of its facilities including, but not limited to the following:

1. Current capacity/office space
2. Public accessibility
3. Viability of leased properties
4. Ability for expansion
5. Merging department locations

### **Section 3 – Scope of Work**

The work of the Consultant shall generally consist of all activities necessary to develop facility condition information, including:

1. Review of existing facility information: Including but not limited to facility inventory data, facility drawings, and facility maintenance records.
2. Conducting on-site field surveys of architectural, site/civil, structural, mechanical and electrical systems for each facility.
3. Verifying basic facility information.
4. Documenting apparent facility conditions including:
  - a. Describe nature of the building systems.
  - b. Determining relative facility condition scores for systems.
  - c. Determine useful remaining life of systems.
  - d. Identify major maintenance deficiencies (i.e., greater than \$5,000) that are likely to be required to be replaced in a future ten (10) year period.
  - e. Document specific deficiencies of systems with narrative and photographs. Photographs shall represent major or significant deficiencies and shall be labeled to identify location.
  - f. Project cost estimates to repair or replace deficiencies.
  - g. Calculate backlogs in maintenance and repair for each facility.
  - h. Calculate current replacement values for each facility.

## Exhibit A

- i. Calculate a Facility Condition Index (FCI) for each facility.
5. Preliminary Seismic Evaluations (if required) will include development of a summary seismic report consisting of ASCE Form 31-03 Checklist, type of construction/structural system, observations and comments, recommendations and conclusions, parametric estimate of structural upgrade costs.
6. Documenting compliance with Americans with Disabilities Act (ADA) requirements, and identifying significant deficiencies requiring correction.
7. Evaluate utilization of existing properties:
  - a. Evaluate current level of usage of existing inventory
  - b. Evaluate inventory's ability to meet existing needs and anticipated growth
  - c. Evaluate public access to County programs i.e. parking, transit, and shared County services
  - d. Evaluate functionality in consolidating or locating like services in close proximity to each other
  - e. Look at current footprint and assess opportunities for growth and expansion
  - f. Perform cost/benefit analysis of leasing versus purchasing properties

Additionally, Consultant is expected to generally address observed general hazardous materials (lead, asbestos, etc.) conditions and or concerning environmental considerations, based on known/assumed age and type of construction for each facility. Specialized destructive testing or hazardous material sampling/testing is not in the scope of proposed condition assessment.

The consultant shall inspect all identified facilities to produce an accurate analysis that identifies all components and elements requiring maintenance, repair, and/or major capital investment. It is anticipated that the consultant team will be an interdisciplinary team (potentially involving multiple firms) likely to include an Oregon licensed Civil/Structural Engineer, Mechanical Engineer, Electrical Engineer, Architect and Appraiser, as appropriate. The consultant will thoroughly examine building systems using non-destructive, on-site observations to compile a complete understanding of current building conditions for each facility.

The consultant shall have a thorough understanding knowledge of ASTM Designation E2018, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process, for each subject of the condition assessment. Original or renovation drawings for each facility will be supplied to the Consultant if they are available. If the drawings are not available, the condition assessment will be based solely on the field visit. No as-built drawings of the existing structures will be required to be created.

### **Section 4 - Questions Regarding Project:**

Please e-mail all written communications pertaining to this project to Justin Hogue, Business Services Director at [hoguej@co.yamhill.or.us](mailto:hoguej@co.yamhill.or.us).

B.O. 19-483  
Exhibit "A"