

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its Administration Department, hereinafter referred to as the “County”, and SERA Architects, Inc., an Oregon corporation whose Federal Employer Identification No. is 93-0723380, hereinafter referred to as the “Consultant”.

RECITALS

WHEREAS, The County requires the services of an architectural design consulting firm for the Interior Modifications, Departmental Test Fits, and Move Coordination project (hereinafter referred to as the “Project”); and

WHEREAS, The County procured the services of the Consultant through a Direct Appointment procurement pursuant to the relevant provisions of ORS 279C.110 and YCC 3.20.048; and

WHEREAS, The Consultant was selected because they possess the particular training, abilities, knowledge, qualifications, and experience the County requires as set forth herein; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the parties as follows:

AGREEMENT

1. TERM. This Contract shall become effective, and services required hereunder shall commence, on the date the Contract is executed by both parties and shall terminate on December 10, 2025, unless otherwise terminated or extended as provided herein. Upon mutual agreement of the parties, the Contract term may be renewed and extended in accordance with Section 8.]
2. CONSIDERATION.
 - a. Not-to-Exceed. As consideration for the performance of all terms and conditions set forth in this Contract, the County shall pay the Consultant a sum not to exceed \$146,427.00. Payment for all services performed hereunder, including reimbursable expenses as provided below, shall not exceed this amount.
 - i. Invoicing. On or before the 15th of each month, the Consultant shall submit an invoice for work performed by the Consultant during the preceding month. The invoice shall set out all items for payment including, but not limited to: the name of the individual, direct labor hourly rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, if any. Where applicable, the Consultant shall stamp and approve all subcontractor invoices. The County shall pay the Consultant within 30 days following the date the invoice is received. The County shall make payments only after the County’s receipt and approval of (i) the Consultant’s detailed monthly invoice, and (ii) all

documentation required by the invoice. All Invoices shall be sent to (hoguej@yamhillcounty.gov):

Justin Hogue
535 NE 5th Street
McMinnville, OR 97128
hoguej@yamhillcounty.gov

b. Reimbursable Expenses.

i. The following expenses shall be reimbursed without mark-up:

- Mileage at current GSA rate.
- Meals at current GSA rate.
- Reimbursable shall not exceed \$2,500.00.

c. Exclusive Payment. The compensation provided herein shall be exclusive, and the County shall neither pay nor provide Consultant with any fringe benefits, including, but not limited to, retirement, health insurance, workers' compensation insurance, unemployment insurance, or sick leave. No additional compensation or alternate form thereof shall be payable by the County to the Consultant for any purpose whatsoever unless otherwise agreed in writing. The Consultant shall be responsible for paying all income taxes, Social Security or self-employment taxes and any other taxes or assessments imposed by any governmental body incurred by reason of the County's payment of compensation hereunder to the Consultant.

3. **PROFESSIONAL SERVICES.** The Consultant shall perform the following professional services to the satisfaction of the County:

Task 1: Space Planning and Test Fit Studies;

Task 2: Move Coordination;

Task 3: Board of Commissioners Executive Suite and Hearing Room Design and Contract Documents;

a. The Consultant shall abide by and conform to all obligations asserted by the Consultant in their proposal, attached hereto as Exhibit A and incorporated herein. If any discrepancy exists between a provision in this Contract and a provision in Exhibit A, the provisions of this Contract shall prevail.

4. **ELECTRONIC FORMAT.** The Consultant shall perform the services required herein and prepare all documents under this Contract with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Consultant shall deliver to the County, upon request, electronic versions of the documents via USB drive, DVD, or CD in an unencrypted format.

5. **STANDARD OF CARE.**

- a. The Consultant shall perform all services required hereunder in accordance with the same professional skill, care, diligence, and standards as other professionals performing similar services under similar conditions (the “Standard of Care”.)
 - b. The 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 the Consultant.
 - c. The Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, specifications, deliverables, and other documents prepared by the Consultant at no additional cost to the County.
 - d. The County’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 the County will not relieve Consultant of any responsibility for complying with the Standard of Care.
 - e. During the term of the Contract, the Consultant shall obtain, hold, maintain, and fully pay for all licenses and permits required by law for the Consultant to conduct its business and perform the services required hereunder. The Consultant shall review the Project site and the nature of the services to be provided 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.
 - f. The Consultant shall make available key personnel of the Consultant, as identified by Consultant in their proposal. Without prior notice to, and the written consent of, Owner, the Consultant shall not re-assign or transfer any key personnel to other duties or positions so that the key personnel are unable to fully perform his or her responsibilities under the Contract. The Consultant shall remove any individual or sub-consultant from the Project if so directed by the County in writing following discussion with the Consultant, provided that the Consultant shall have a reasonable time period within which to find a suitable replacement.
 - g. The Consultant shall, at no additional cost to the County, render assistance to the County in resolving problems or other issues relating to the Project design or to specified materials.
6. **OWNERSHIP OF WORK PRODUCT.** All work product produced by the Consultant under this Contract is the exclusive property of the County. “Work Product” includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork, and any data or information in any form. The Consultant and the County intend that such Work Product shall be deemed “work made for hire” of which the County shall be deemed the author. If for any reason a Work Product is deemed not to be a “work made for hire,” the Consultant hereby irrevocably assigns and transfers to the County all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, standard details and components, any know-how, methodologies or processes used by the Consultant to provide the services or project deliverables under this agreement. or any other state or federal intellectual property law or doctrines. The Consultant shall obtain such interests and execute all documents necessary to fully vest such

rights in the County. The Consultant waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. Notwithstanding the foregoing, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of the Consultant are and will remain the exclusive property of the Consultant.

7. **INDEPENDENT CONTRACTOR.** This agreement is not a contract of employment. The County does not seek to hire Consultant as an employee(s) of the County nor does the Consultant desire to be an employee(s) of the County for performance of the services described herein. The parties intend that the Consultant, in performing the services specified herein, shall be and act as an independent contractor and shall have professional control of the work and the manner in which it is performed. The Consultant shall have the sole authority to determine the manner and means of performing the services described herein, and the County shall not interfere with, control, or direct the manner or method in which such services are performed; provided, the County shall direct Consultant as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of the Consultant's services. The Consultant shall not be considered an agent of the County, and the County shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Consultant.
8. **AMENDMENT.** This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and local ordinances. No amendment shall bind either party unless in writing and signed by both parties.
9. **COMPLIANCE WITH ORS 279B.220.** For all services provided under this Contract, the Consultant shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Consultant or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the County or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If the Consultant does not pay promptly any claim that is due for the services furnished to the Consultant by any subcontractor in connection with this Contract, the County may pay such claim and charge that payment against any payment due to the Consultant under this Contract. The County's payment of a claim does not relieve the Consultant or its surety, if any, from their obligations for any unpaid claims.
10. **HOURS OF LABOR; COMPLIANCE WITH PAY EQUITY PROVISIONS.**
 - a. Pursuant to ORS 279B.235(3), the Consultant shall pay the Consultant's employees who perform work under this Contract at least time and a half for all overtime in excess of 40 hours a week, and for work performed on any legal holiday as specified in ORS 279B.020, except for employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

- b. Pursuant to ORS 279B.235(1)(b), the Consultant shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of this Contract and failure to comply is a breach that entitles the County to terminate the Contract for cause.
 - c. Pursuant to ORS 279B.235(1)(c), the Consultant shall not prohibit any of the Consultant's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
 - d. Pursuant to ORS 279B.235(5)(b), the Consultant shall notify, in writing, any person employed by the Consultant under this Contract, either at the time of hire or before work begins on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the Consultant may require the employees to work.
11. **WORKERS' COMPENSATION.** If the Consultant is a subject employer for workers' compensation or unemployment insurance purposes, Consultant shall provide such workers' compensation and unemployment coverage benefits at its sole cost and expense and shall provide proof of such insurance and benefits at the County's request. The parties hereto specifically agree that this Contract will render the Consultant and the Consultant's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide, workers' compensation benefits for the Consultant or the Consultant's employees.
12. **COMPLIANCE WITH LAWS.** The Consultant shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Any violation by Consultant of any applicable law required in the provision of services hereunder shall constitute breach of this Contract, and Consultant shall be solely liable for any and all claims arising out of, connected with, or as a result of the violation.
13. **INDEMNIFICATION.** Except as otherwise provided under ORS 30.140(4), the Consultant shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from any third party claims, liabilities, demands, damages, actions, or proceedings arising from or relating to the acts or omissions of the Consultant in connection with the performance of any services required hereunder. The Consultant shall be responsible for any damage to property, injury to persons, and any loss, expense, inconvenience, and/or delay that may be caused by, or result from, the carrying out of services under this Contract.
14. **INSURANCE.** The Consultant shall, at its expense, obtain the following insurance coverage and keep them in effect during the entire term of this Contract:
- a. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) with a per occurrence limit of not less than

\$2,000,000 and an aggregate limit of not less than \$4,000,000, covering all activities and operations of the Consultant;

- b. Commercial Automobile Liability Insurance, with a per occurrence limit of not less than \$2,000,000 and an aggregate limit of not less than \$4,000,000, for all owned, non-owned, and hired vehicles used in the performance of the services required hereunder; and
- c. Professional Liability Insurance, including Errors and Omissions coverage, with a per claim limit of not less than \$2,000,000 and an aggregate limit of not less than \$4,000,000, to protect against all loss suffered by the County or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to the work or services provided under this Contract.
- d. Additional Insurance Requirements:
 - i. With the exception of Professional Liability Insurance, all insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from the County is required for any insurance policy written on a claims-made basis. Any insurance policy authorized to be written on a claims-made basis shall be in effect for the term of this Contract plus for three (3) years after the termination of this Contract.
 - ii. Insurance coverage shall apply on a primary and non-contributory basis.
 - iii. Consultant can satisfy the limits of insurance for Comprehensive General Liability Insurance and Commercial Automobile Insurance through a combination of primary and umbrella insurance coverage.
 - iv. Prior to commencing services, the Consultant shall furnish current Certificate(s) of Insurance for all required insurance to the County. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A- with the exception of Workers Compensation and Professional Liability Insurance, the Certificate shall provide, by policy endorsement, if necessary, that the County, its officers, employees, agents, and volunteers are additional insureds with respect to the Consultant's services provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least 30 days written notice from the Consultant or its insurer to the County. If requested, the Consultant shall provide complete copies of insurance policies to the County.

15. **TERMINATION.**

- a. County's Termination for Convenience. The County may terminate this Contract in whole or in part whenever the County determines that termination of the Contract is in the best interest of the County. The County will provide the Consultant with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. By the termination date, the Consultant shall provide the County with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall Consultant be entitled to lost profits for work not performed due to termination. No

termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.

- b. County’s Termination for Cause. The County may immediately terminate this Contract without liability or penalty for either of the following causes by the mailing of written notice to the Consultant at the Consultant’s address provided herein, specifying the cause:
 - i. The Consultant breaches any of the provisions of this Contract;
 - ii. The Consultant no longer holds all licenses or certificates that are required to perform the services required under this Contract;
 - iii. The County lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the County, in the exercise of its reasonable discretion, to pay for the Consultant’s services; or
 - iv. 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 the County is prohibited from paying for such services from the planned funding source.
- c. Consultant’s Termination for Cause. The Consultant may terminate this Contract for cause if the County fails to pay the Consultant pursuant to this Contract. The Consultant may also terminate this Contract for cause if the County commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract and such breach or failure is not cured within thirty (30) calendar days after delivery of the Consultant’s notice, or such longer period as the Consultant may specify in such notice.

16. **FORCE MAJEURE**. Neither the County nor the Consultant shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the reasonable control of the County or the Consultant. The Consultant 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 this Contract. The risk of loss or damage to the subject matter of this agreement shall be upon the Consultant until such time as the County has accepted the services required hereunder.

17. **ASSIGNMENT; DELEGATION; SUCCESSOR**. The Consultant shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without the County’s prior written consent. The County’s written consent does not relieve the Consultant of any obligations under this Contract, and any assignee, transferee, or delegate is considered the Consultant’s agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.

18. **GOVERNING LAW, JURISDICTION, VENUE, & ATTORNEY FEES**. This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction’s conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, “the claim”) between the County (and/or any other agency or department of Yamhill County) and the Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the 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. The Consultant hereby consents to the *in personam* jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.

19. RECORDS. The Consultant shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, the Consultant shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Consultant's performance hereunder. The Consultant acknowledges and agrees that the County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the Consultant for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

20. NOTICES. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

County: Administration
ATTN: Justin Hogue
535 NE 5th Street
McMinnville, Oregon 97128
hoguej@yamhillcounty.gov

Consultant: SERA Architects, Inc.
ATTN: George Hager
600 SW 10th Ave. Suite 500
Portland, OR 97205
georgeh@seradesign.com

21. FOREIGN CONTRACTOR. If the Consultant is not domiciled in or registered to do business in the State of Oregon, the Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The County shall withhold final payment under this Contract until the Consultant has met this requirement.

22. TAX CERTIFICATION. The Consultant hereby certifies that it is not in violation of any Oregon Tax Laws and that it shall continue to comply with Oregon Tax Laws during the term of this Contract. Pursuant to ORS 279B.045, the Consultant's failure to comply with the Oregon Tax Laws is considered a default for which the County may terminate the Contract and seek damages and other relief as available. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).

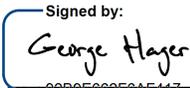
23. **WAIVER.** The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
24. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions 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 in 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.
25. **COUNTERPARTS.** This Contract and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
26. **SEVERABILITY.** If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the 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.
27. **SURVIVAL.** All rights and obligations shall cease upon termination of this Contract, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONSULTANT, 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.

[remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Contract on the date indicated by their duly authorized officials.

CONSULTANT

Signed by:

92B9E602F6AF417...

 Signature

George Hager

 Name (printed)

Principal

 Title

2/21/2025

 Date

YAMHILL COUNTY

Signed by:

E4ABB683CE0D48B...

 Kit Johnson, Chair
 Board of Commissioners

2/21/2025

 Date

APPROVED AS TO FORM

Signed by:

1B2A1369424542B...

 By: Jodi Gollehon, Assistant County Counsel II

APPROVED AS TO CONTENT:

DocuSigned by:

DBA347AB5C7247F...

 By: Joe Moore, Facilities Manager

Approved by the BOC on: 2.20.2025

via Board Order No.: 25.048

Proposal for Professional Services



Date Updated February 04, 2025 (January 17, 2024)
Project Name Yamhill County OMI Departmental Test Fits and Moves
Project Number 2501001.01

Attention Justin Hogue
Address Deputy County Administrator
 Yamhill County
 434 NE Evans Street
 McMinnville, OR 97128

Overview SERA Architects, Inc. (SERA) appreciates the opportunity to submit this proposed Architectural Services Agreement for interior modifications, departmental test fits and move coordination for Yamhill County governmental departments to the Oregon Mutual Insurance (OMI) Building, located at 400 NE Baker Street in McMinnville, Oregon.

The project is intended to test fit a variety of enclosed offices, existing system furniture, open deskings and move coordination for the following Departments in the OMI Building:

	Department	OMI Location
1	Information Technology	1 st Floor, SW quadrant
2	County Clerk	1 st Floor, NW quadrant
3	BOC Hearing Room	1 st Floor, SE quadrant
4	Assessment & Tax	2 nd Floor, SW quadrant
5	Developmentally Disables (DD Services)	2 nd Floor, NE quadrant
6	Veterans Services	2 nd Floor, NE quadrant
7	Health & Human Services (HHS)	2 nd Floor, SE quadrant
8	Finance & Human Resources (HR)	3 rd Floor, NE quadrant
9	Executive Admin and Board of Commissioners (BOC)	3 rd Floor, NE and NW quadrants

The project is also intended to provide design services, contract documents and construction administration for the following Departments/ spaces in the OMI Building:

- Board of Commissioners Hearing Room Raised dais- Ground Floor
- Board of Commissioners and Executive County Administration- Third Floor

This scope of work is limited to the office suite and will not include any modifications to the adjacent shared conference rooms, restrooms, elevator lobby, or stairs. Storage and Café/Break spaces on Level 1 will complement this office suite but is considered outside of the scope of this proposal.

Scope of Work

Yamhill County has recently purchased the OMI Building and will subsequently be moving a variety of administrative staff and departments, decommissioning the vacant spaces/ buildings (identified below) and listing real estate currently owned by Yamhill County for sale.

1. The following county owned buildings or leased spaces that house the indicated departments include:

	Department	Current Location	OMI Location	Notes
1	Information Technology	IT Houses; 626 and 636 NE 7 th Street	1 st Floor, SW quadrant	
2	County Clerk	Stern Building, 414 NE Evans Street	1 st Floor, NW quadrant	
3	BOC Hearing Room	Courthouse, 535 NE 5 th Street, Room 32	1 st Floor, SE quadrant	The Hearing room shall have a newly designed dais
4	Assessment & Tax	Courthouse, 535 NE 5 th Street	2 nd Floor, SW quadrant	
5	Developmentally Disables (DD Services)	Kirby Leased Space, 340 NE Kirby Street	2 nd Floor, NE quadrant	
6	Veterans Services	Kirby Leased Space 340 NE Kirby Street	2 nd Floor, NE quadrant	
7	Health & Human Services (HHS)	Adim House, 638 NE Davis Street	2 nd Floor, SE quadrant	
8	Finance & Human Resources (HR)	Spence House, 536 NE 5 th Street	3 rd Floor, NE quadrant	

9	Executive Admin and Board of Commissioners (BOC)	Fenton House, 434 NE Evans Street	3 rd Floor, NE and NW quadrants	The NW quadrant will be newly constructed offices
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The scope of this design effort will begin with initial studies in pursuit of delivery of a schematic design layout that can inform a future building permit set and contractor award.

Task 1: Space Planning and Test Fit Studies of the departments noted above:

- a. Assemble existing as-built documentation of OMI.
- b. Incorporate existing furniture and equipment inventory list from Yamhill County into the departmental space plans.
- c. Test Fit potential solutions and present up to two (2) design options per department listing their comparative advantages and constraints.
- d. Meet with County and Department Leadership (virtually) to select a preferred approach.

Task 2: Move Coordination:

- a. Conduct departmental interviews of the departments noted above to determine which existing furniture should be kept and planned for in the OMI Building. The list of furniture and equipment shall be provided by Yamhill County.
- b. Create and notate floor plans for each department indicating offices, desks, work areas.
- c. Meet with County and Department Leadership (virtually) to review the move plan.

Task 3: Board of Commissioners Executive Suite and Hearing Room Design and Contract Documents:

- a. Produce contract documents (drawings and product specifications) for the Board of Commissioners space located in the northeast corner of the Third Floor suitable to obtain a building permit and bidding for general contractor selection.
- b. The floor plan shall be substantially similar to the southeast corner of the Third Floor of the OMI Building per Yamhill County's request.
- c. Produce contract documents (drawings and product specifications) for the Board of Commissioners raised dais located in the southwest corner of the Ground Floor suitable to obtain a building permit and bidding for general contractor selection.
- d. Conduct Permit services and Contract Administration including: Request for Information (RFI) from the general contractor, submittal and product review from the general contractor, pay application review, substitution review specific to bidding (pre-award) and construction (post-award), by-weekly site visits and

construction field reports (ten visits are anticipated), initial punch list and final punch list.

- e. Meet with County and Department Leadership (virtually) to review the 50% Design package and pick up (1) associated round of revisions.

**Project
Deliverables**

Below is an itemized list of project deliverables organized by task.

Task 1: Space Planning and Test Fit Studies

- Test fit and space plan for the nine departments noted above.
 - a. Preliminary test fit and space plan
 - b. Final test fit and space plan

Task 2: Move Coordination

- Summary of each departmental interview.
- Move coordination plan for each department indicating items moving from origin to the destination location for use by Yamhill County and selected professional movers on move day.

Task 3: Board of Commissioners Executive Suite and Hearing Room Design and Contract Documents

- 50% Design documents
- 90% Design documents
- Permit documents (drawings and specifications)
- Construction field reports
- Initial punch list
- Certified pay applications
- Certificate of substantial completion

**Project
Assumptions**

- a. The County purchased the OMI Building which included furniture and systems furniture they intend to reconfigure and reuse. No new furniture is anticipated to be selected or considered at this time.
- b. The County will hire and contract or otherwise self-perform all furniture and systems furniture reconfiguration to suite the final agreed space plan.
- c. The County will create furniture and equipment inventories suitable for SERA to use in Task 1 scope of work. This includes existing furniture in the OMI Building and departmental furniture and equipment that will need to be incorporated into the OMI space plan.
- d. The County will tag all furniture and equipment for each noted department that will be moving to the OMI Building.
- e. The County will conduct their own move coordination services with their selected professional moving company on each move day for the noted departments. SERA will not provide staff at the origin location or the destination location to coordinate placement of the furniture or equipment being moved.
- f. There are no consultants or engineering design as part of this project. Therefore, no services for structural, mechanical, plumbing, or electrical engineering, access control, cost consulting, acoustical and lighting design are included.
- g. The County will use their own audio visual, information technology staff for such services as conference room multimedia, desk and office cabling, wireless access, moving from current locations and set up in OMI Building for all desk top computers in all work areas, etc.
- h. The County is responsible for paying for the building permit (intake and issuance) and all other permits necessary for the project with the City of McMinnville, Oregon.
- i. SERA Architects might need access to the Oregon Mutual Insurance office suite within the OMI Building. Yamhill County shall help facilitate access necessary to conduct the scope of services described in this proposal.
- j. The County will hire and contract with their own professional moving company to conduct each department move. Yamhill County shall provide staff responsible for chain of custody for all Yamhill County owned items for the entire duration of the departmental move. SERA shall be present for each walk-thru by the moving company.
- k. The County will conduct a limited Invitation To Bid (ITB) to select General Contractors to bid, construct and execute the design for the Board of Commissioners Executive Suite and Hearing Room Design and Contract Documents. The County will produce its own bid documents (general conditions, Division 00 (zero), instructions to bidders, etc.) and enter into a construction contract with the County selected general contractor. Selected Contractor shall provide a construction schedule, short interval (three week look ahead) schedule, submittal schedule.
- l. The County staff in each department will tag their own boxes noted to move to OMI building (their personal affects) prior to move day.

- m. All moves of furniture, equipment, departments, etc shall occur during normal business hours (8-5pm) Monday through Friday. No off hours or weekend moves are anticipated.
- n. Selection of specific new furniture pieces, storage solutions, signage, artwork, or decor for all departments and spaces is not part of this project.
- o. The County will provide any hazardous materials survey of the project area if it is deemed to be relevant to the work.

**Design
Schedule**

Based upon this scope of work, necessary meetings, and the indicated departmental moves by Yamhill County, we propose the following project schedule organized by tasks noted above, then by department. The County has acknowledged that the schedule as outlined by the County is flexible and some things may shift:

Task 1: Space Planning and Test Fit Studies

	Department	*Site Visit, Furniture & Equipment Inventory	*Space Planning Options	*Selected Space Plan	*County Complete Furniture Configuration
1	Information Technology	02/03/25	02/10/25	02/17/25	02/24/25
2	County Clerk	09/15/25	09/22/25	09/29/25	11/03/25
3	BOC Hearing Room	02/03/25	02/10/25	02/17/25	08/25/25
4	Assessment & Tax	03/03/25	03/10/25	03/17/25	03/24/25
5	Developmentally Disables (DD Services)	04/07/25	04/14/25	04/21/25	05/14/25
6	Veterans Services	04/07/25	04/14/25	04/21/25	05/14/25
7	Health & Human Services (HHS)	04/28/25	05/05/25	05/12/25	06/23/25

8	Finance & Human Resources (HR)	07/07/25	07/14/25	07/21/25	07/28/25
9	Executive Admin and Board of Commissioners (BOC)	02/03/25	02/10/25	02/17/25	08/25/25

*All dates are a Monday and indicate the week of the date noted.

Task 2: Move Coordination

	Department	*County Selected Moving Company	*Departmental walk with Moving Company	*Departmental Move
1	Information Technology	02/10/25	02/17/25	03/03/25
2	County Clerk	09/22/25	09/29/25	11/10/25
3	BOC Hearing Room	08/18/25	08/25/25	09/01/25
4	Assessment & Tax	03/17/25	03/24/25	03/31/25
5	Developmentally Disables (DD Services)	05/19/25	05/26/25	06/02/25
6	Veterans Services	05/19/25	05/26/25	06/02/25
7	Health & Human Services (HHS)	06/16/25	06/23/25	06/30/25
8	Finance & Human Resources (HR)	07/21/25	07/28/25	08/04/25
9	Executive Admin and Board of Commissioners (BOC)	08/18/25	08/25/25	09/01/25

*All dates are a Monday and indicate the week of the date noted.

Task 3: Board of Commissioners Executive Suite and Hearing Room Design and Contract Documents

Phase	Start Date	Expected duration
Preliminary Layout	02/03/25	Two weeks
Design Documents 50%	02/17/25	Two weeks
Design Documents 90%	03/03/25	Two weeks
Bid/ Permitting	03/17/25	Four weeks
Construction Administration	04/07/25	Twenty-one weeks
Closeout	09/01/25	Four weeks
TOTAL		Thirty-five weeks

Total Project Time for Tasks 1, 2 and 3: Forty-four (44) weeks

Compensation

Based upon the scope of work and services indicated above, our labor fee is a fixed fee by Task noted below. Our services will be billed monthly as a percentage complete against this maximum. Reimbursables will be billed as they occur.

Task 1	\$38,813.00	
Task 2	\$18,945.00	
Task 3	\$86,169.00	
TOTAL	\$143,927.00	
Reimbursables	\$2,500.00	Includes mileage, meals, printing, etc. when applicable.

Additional Services

The following services will be in addition to the fee for basic services and will be performed at your written request at a contract modification using current terms & conditions, using the billing rates current as of the time of the request.

- Design and construction documents other than those noted above for the BOC Executive Suite and BOD hearing Room.
- Hazardous material analysis
- Any engineering or analysis services, including: structural, mechanical, electrical, plumbing, AV/ IT, access control, etc.
- Building envelope assessment
- Inventory of existing furniture and equipment beyond the departments noted above.
- New furniture and décor selection, procurement, bid coordination, delivery, and installation support
- Signage
- 3-D computer renderings
- Exterior or Offsite improvements
- Energy or Embodied Carbon analysis

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.



George Hager, AIA, NCARB

February 4, 2025

Date

Accepted by: Yamhill County, Oregon

Signed by:


Signature

2/21/2025

Date

Billing Rates – Oregon 2025

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)	\$233.00-\$244.00
Director (Level IX)	\$233.00
Sr. Project Manager/Architect/Designer/ Planner (Level VIII)	\$228.00
Project Manager/Architect/Designer/Planner (Level VII).....	\$204.00
Project Manager/Architect/Designer/Planner (Level VI).....	\$181.00
Sr. Job Captain Architect/Interiors/Planning (Level V).....	\$164.00
Job Captain Architect/Interiors/Planning (Level IV)	\$147.00
Jr. Job Captain Architect/Interiors/Planning (Level III).....	\$123.00
Project Assistant Architect/Interiors/Planning (Level II)	\$113.00
Project Assist Architect/Interiors/Planning (Level I).....	\$104.00
Specifications Writer.....	\$175.00
Administrative Personnel.	\$.81.00
Specialist.....	\$.437.00
Intern	\$.76.00

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. 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.