

Contract Review Sheet

CS-5316-23

A&E Standard Prof Svcs Agmnt #: CS-5316-23 Amendment #: _____

Contact: Krista Ulm Department: Community Services Department

Phone #: (503) 373-4447 Date Sent: Friday, July 7, 2023

Title: Detroit Downtown Visioning/Zoning Code Update

Contractor's Name: SERA Architects, Inc.

Term - Date From: June 21, 2023 Expires: March 31, 2024

Original Contract Amount: \$116,000.00 Previous Amendments Amount: \$0.00

Current Amendment: \$0.00 New Contract Total: \$116,000.00 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 30-0220 Formal Selection A&E 1237

Description of Services or Grant Award

Assist the City of Detroit with downtown development, functionality, an architectural theme, and zoning code updates.

Desired BOC Session Date: 8/16/2023 BOC Planning Date: 8/3/2023

Files submitted in CMS: 7/26/2023 Printed packet & copies due in Finance: 8/1/2023

BOC Session Presenter(s) Kelli Weese

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____

Contract Specialist _____ Date _____

Legal Counsel _____ Date _____

Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/16/23

Department: Community Services Agenda Planning Date: 8/3/23 Time required: 10

Audio/Visual aids

Contact: Kelli Weese Phone: 503-589-3277

Department Head Signature:

TITLE Detroit Downtown Vision Plan & Zoning Code Update - Contract for Services

Issue, Description & Background Since the 2020 fires, the impacted cities in the Santiam Canyon, including the City of Detroit, have been given the chance to revision and rebuild their communities. Through these recovery efforts, on August 13, 2022, the Detroit City Council approved Resolution No. 644, which accepted the support of the Marion County Economic Development Program and requested Marion County procure a consultant for the Detroit Downtown Visioning and Zoning Code update project. In early 2023, Marion County completed the procurement process and presented the recommendation to award the contract to SERA Design & Architecture, Inc. the March 14, 2023 Board Management Update.

Financial Impacts: The proposed contract for services with SERA Design & Architecture is \$116,000. The project is currently being funded through the Marion County Economic Development Lottery Dollars, and is proposed to be reimbursed through a grant to the US Forest Service for the Opal Creek Wilderness Promise Program.

Impacts to Department & External Agencies The project directly impacts the City of Detroit in it's wildfire recovery efforts.

Options for Consideration:
1. Approve the contract with SERA Design & Architecture Inc.
2. Reject the contract with SERA Design & Architecture Inc.
3. Approve the contract with SERA Design & Architecture Inc. with edits.

Recommendation: Staff recommends approving the contract with SERA Design & Architecture Inc. in the amount of \$116,000.

List of attachments: Proposed Contract with SERA Design & Architecture, Inc.

Presenter: Kelli Weese, Economic Development Program Manager, AIC; Denny Nielsen, Detroit City Councilor

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Chris Eppley CEppley@co.marion.or.us, Kelli Weese KWeese@co.marion.or.us

**REQUEST FOR AUTHORIZATION OF CONTRACT
CS-5316-23**

Date: July 7, 2023
To: Chief Administrative Officer
Cc: Contract File
From: Krista Ulm

I. Subject: Retroactive

The Marion County Community Services Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with SERA Architects, Inc. for Detroit Downtown Visioning/Zoning Code Update with a value of \$116,000.00 and will be effective retroactive to 6/21/2023 upon approval.

A. BACKGROUND

The City of Detroit has an opportunity to revision and rebuild their community after the 2020 wildfires that ravaged their community. The County has been working with the Detroit mayor to determine next steps and decided to hire a consultant to assist with downtown visioning and zoning code updates.

A formal solicitation was issued by the County on behalf of the City of Detroit on 1/11/23. SERA Architects was selected to assist the City with creating a downtown vision. Economic Development Lottery dollars are being used to fund this project.

After we met with SERA in June to discuss contract scope of work, they were encouraged to attend a planned June 27 city council work session in Detroit and spend the day getting to know the council, citizens, and business owners. To prepare for their visit to Detroit, SERA was provided recent survey results from Detroit citizens who shared their vision for the city and downtown. The contractor utilized the opportunity to collect data, do some research and attend an existing community gathering which took place prior to contract execution.

B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

There was an opportunity for SERA to attend a pre-planned community meeting vs. trying to schedule something with the City Council, business owners, and citizens in the middle of the summer tourism season.

C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

I have many priority projects right now. I'm still working on getting staff trained to use the contract management system so everything isn't funneled through me.

Submitted by:

Krista Ulm
Community Services Department

Acknowledged by:

Department Head

Reviewed by:

Contracts & Procurement

Acknowledged by:

Jan Fritz, CAO (Jeff White CFO signing on behalf of CAO)

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

(Architectural, Engineering, Land Surveying and Related Services)

THIS PROFESSIONAL SERVICES CONTRACT (the “Contract”) is between Marion County, a political subdivision of the State of Oregon, by and through its Community Services Department, (the “Owner”), and:

Company: SERA Design & Architecture, Inc.
Address: 600 SW 10th Ave Suite 500,
City, State Zip: Portland, OR 97205
Phone: 503-445-7321

Contract # CS-5316-23

Email: erinr@seradesign.com

(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”):

Completion of a Detroit Downtown Vision Plan and Zoning Code update to include detailed illustrations for architectural design guidelines and new zoning, meant to supersede the present zoning ordinance and other land development regulations that apply to downtown Detroit, Oregon. The City of Detroit is located at 345 Santiam Ave W, Detroit, OR 97342.

This Contract shall become effective June 21, 2023. No Services shall be performed prior to the Effective Date. The Contract shall expire, unless otherwise terminated or extended, on March 31, 2024. Generally, the Services to be performed by Consultant on the Project consist of the following (the “Services”):

In 2020, destructive wildfires caused significant damage to Detroit. To support fire recovery efforts, Marion County (County) and the community of Detroit completed a City of Detroit Community Vision and Strategic Plan (Plan) in 2021. This study was the result of a vision process with more than 40 interviews with the County and state officials, local leaders, business owners, and members of the public. The Plan outlines recovery efforts funded and/or scheduled to take place over the coming years, and based on the visioning process, strategies for recovery in the short-term, mid-term and long-term.

Through this effort, the consultant will work with the City of Detroit through public visioning to develop the Detroit Downtown Vision Plan and Downtown Theme report, and subsequent zoning code amendments for downtown, and any related code update recommendations.

The Services are more specifically described in the EXHIBIT A, Statement of Work. Owner agrees to pay Consultant a sum not to exceed \$116,000.00 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: SERA Proposal

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 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.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____	_____
Chair	Date
_____	_____
Commissioner	Date
_____	_____
Commissioner	Date

Authorized Signature:	N/A	_____
	Department Director or designee	Date
Authorized Signature:	<i>Jan Fritz</i>	8/11/2023
	<small>DC16351248DE4EC</small>	_____
	Chief Administrative Officer	Date
Reviewed by Signature:	<i>Jane E Vetto</i>	8/11/2023
	<small>DCFC580459F483</small>	_____
	Marion County Legal Counsel	Date
Reviewed by Signature:	<i>A. D. White</i>	8/10/2023
	<small>96EC04E244DF43D</small>	_____
	Marion County Contracts & Procurement	Date

SERA DESIGN AND ARCHITECTURE SIGNATURE

Authorized Signature: _____ Date

Title: _____

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

RESERVED

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. If Consultant discerns that the schedule will not be met for any reason, Consultant should notify Marion County as soon as practically possible. It is Consultant's responsibility to request any information necessary to complete its services.
- 4.2 **Access to Records.** For not less than ten (10) years after the Contract's expiration or termination, Owner, the Secretary of State's Office of the State of Oregon, the federal government, 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 seven (7) 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 budget cycle is contingent upon County budgeting and appropriating funds or other expenditure authority sufficient to allow County, 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 OWNER, AND ITS 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 OWNER, AND ITS 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 Marion County, nor purport to act as legal representative of Marion County or any of its agencies, without the prior written consent of Marion County Legal 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 Marion County; Consultant is not adequately defending Marion County's interests; an important governmental principle is at issue; or it is in the best interests of Marion County to do so, Marion County reserves all rights to pursue any claims it may have against Consultant if Marion County elects to assume its own defense.
- 4.5.4 Owner's Actions.** This Section 4.5 does not include indemnification by Consultant of Owner or their officers, agents, and employees, for the acts or omissions of the 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 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 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 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 "Governing Law; Jurisdiction; Venue" section be construed as a waiver by Marion 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:

4.15.1.1 "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.

4.15.1.2 "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.

4.15.1.3 "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 terminate this Contract for any reason with 30 days' by written notice to Consultant.

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 In the event the Board of Commissioners of the COUNTY, in the exercise of its reasonable discretion, reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Consultant agrees to abide by any such decision including termination of service;

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 fifteen (15) 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.

MARION 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 administration of the Project. 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:

Consultant shall develop a detailed City of Detroit Downtown Vision Plan and Downtown Theme report, including associated Zoning Ordinance updates for downtown Detroit, Oregon, and the surrounding area.

A.1 PHASE 1: Initial review and Analysis

- A.1.01 The Consultant shall conduct a goal setting session with the City Council of Detroit to establish the over-arching goals of the project, guide the City of Detroit in establishing a study area for the project, and establish a Technical Advisory Committee to lead the project through to completion.
- A.1.02 The Consultant shall interview stakeholders involved with the project. These interviews will include groups and individuals including elected officials, nonprofit organization leaders, property owners, neighborhood representatives, local design professionals, developers, business organizations, and municipal and County staff.
- A.1.03 The Consultant shall conduct a site analysis to become familiar with the physical details of the study area and the historic development patterns and needs of the surrounding region.
- A.1.04 The Consultant shall establish a project website and maintain the website for the duration of the project. The website will include text, photographs, maps, renderings, and other images. This material will describe the Consultant’s credentials and help explain the project’s process.

A.2 PHASE 2: Public Visioning Process

- A.2.01 The Consultant shall generate necessary background maps. The City of Detroit will provide available base map information to the Consultant for use in the production of maps for use during the Visioning process and preparation of the zoning code.
- A.2.02 With assistance from the Technical Advisory Committee, the Consultant shall organize and lead visioning and design workshops or a full planning charrette to engage the community, gather ideas and goals to formulate the vision and implementation strategies. The Consultant will tailor the workshop or charrette to obtain maximum community input to produce the best possible illustrative Vision Plan on which to base the new code.
- A.2.03 The charrette format will also take into consideration the findings of the initial site analysis, goals established by the City Council, input from staff, and information obtained at previous meetings,

workshops, and interviews. This format is to include both virtual and in-person engagement opportunities, to the extent allowed by current health practices.

- A.2.04 While the end result will be new land development regulations, the public process may include discussions of alternatives for street design, street connectivity, and town planning strategies that create vital town centers, corridors, and livable neighborhoods.
- A.2.05 At the conclusion of the workshop(s), the Consultant will present the work generated to date. Plans, renderings, and initial coding ideas that reflect ideas articulated in the workshops and will be publicly presented, posted to the project webpage, and solicit additional feedback from the community.
- A.2.06 Local government officials will attend this presentation along with residents, business and property owners, and other stakeholders and interested community organizations.
- A.2.07 Based on public feedback, a final draft of the Illustrative Detroit Downtown Vision Plan will be presented to the Planning Commission and City Council for final adoption.

A.3 PHASE 3: Drafting the Zoning Regulations

- A.3.01 The Consultant shall draft a zoning code to regulate development to ensure high-quality public spaces defined by a variety of building types and uses including housing and retail spaces. The new code will incorporate a regulating plan, building form and frontage standards, street standards (plan and section), use regulations as needed, descriptive building or lot types, and other elements needed to implement the principles of practical management of growth. Sections of this document would typically include the following:

- (a) Overview, including definitions, principles, and intent; and explanation of the regulations and process in clear user-friendly language.

- (b) Regulating Plan (a schematic representation of the master plan) illustrating the location of streets, blocks, public spaces such as greens, squares, and parks, and other special features. Regulating plans may also include aspects of Building Form Standards such as ‘build-to-lines’ or ‘required building lines’ and building type or form designations.

- (c) Building Form Standards governing basic building form, scale, placement, frontage, and fundamental urban elements to ensure that all the buildings complement neighboring structures and the street. These standards should be based upon study of historic character of the existing area, building types appropriate for the region, climate, and neighborhood vitality.

- (d) Public Space/Street Standards defining design attributes and geometries that balance the needs of all users while promoting a vital public realm. These standards should include design specifications for sidewalks, travel lane widths, parking, curb geometry, trees, and lighting.

- (e) Building/Lot Types that demonstrate the variety and scale of development possible within the district as indicated by the regulating plan.

- (f) Architectural Standards that ensure a high quality of design and exterior materials consistent with the desired character of development in the community

(g) Landscape Standards for frontage areas and parking lots

(h) Parking management and location standards that ensure adequate parking supply in a manner that coincides with the building form standards to maintain pedestrian-oriented streetscapes.

The new zoning regulations must be integrated into the City of Detroit's existing regulatory framework (zoning and land development regulations) in a manner that ensures procedural consistency, meshes with state and local legal requirements, provides clarity as to applicability of existing regulations, and maximizes the effectiveness of the code. The Consultant will provide guidance regarding integration of the new regulations into the existing code.

A.4 PHASE 4: Refining the Code

- A.4.01 The Consultant shall submit a preliminary draft of the code to the Technical Advisory Committee for initial review and comment.
- A.4.02 The Consultant shall present the first public draft of the code for the purpose of gathering comments. Copies of the first draft will need to be in hardcopy and digital form and posted on the project website. A presentation will be made to a special audience of stakeholders and neighborhood residents, and will be presented at a larger community meeting, which may include the Planning Commission and City Council, as determined by the City.
- A.4.03 After making revisions in response to comments on the first draft, the Consultant shall present the second draft of the code at another meeting convened by the City.
- A.4.04 The Consultant shall attend and participate in up to two additional meetings with key stakeholders to explain the details of the new code and obtain further input and comments. These may occur at strategic times during the drafting process, as determined by the City in consultation with the Consultant.

A.5 PHASE 5: RESERVED

A.6 PHASE 6: RESERVED

A.7 PHASE 7: SUPPLEMENTAL SERVICES [RESERVED]

A.8 DELIVERABLES

A Vision Plan, including a detailed illustrated plan and new zoning, meant to supersede the existing zoning ordinance and other local land development regulations that apply to Downtown Detroit and nearby neighborhoods.

PROJECT PHILOSOPHY: Consultant shall perform professional services for the design of the Project to obtain the greatest long-term value for the City of Detroit and Marion 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.8.01 Perform Services which are appropriate for the context of the Project and the nature of its function, both present and future.

- A.8.02 Avoid expenditures for aesthetic effects which are disproportionate when compared to the additional benefit to the Project as a whole.
- A.8.03 Help ensure the Project is completed on time and within budget.
- A.8.04 Strive to reduce the construction cost of the Project while keeping life-cycle costs low.
- A.8.05 Apprise Owner throughout the Project concerning the economic impact of all design decisions.
- A.8.06 Document all Project requirements and verify, to Owner's satisfaction, that requirements are included in the Construction Documents.
- A.8.07 Representatives of the Parties for this Contract and the Project are:

Consultant: Tim Smith, Principal-in-Charge Telephone: 503-445-7321

Owner: Kelli Weese Telephone: 503-589-3277

**MARION 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 \$116,000.00, for the combination of Basic Services, Supplemental Services and Reimbursable Expenses.

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 4 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.1 of Exhibit A, may or may not be provided concurrently with Phases 1 through 4. Therefore, the percentages set forth below do not include the Phase 5 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
Phase 1: Initial Review and Analysis	26.66%	\$30,930
Phase 2: Public Visioning Process	32.84%	\$38,100
Phase 3: Draft Zone Regulations	26.18%	\$30,370
Phase 4: Refine the Code	14.32%	\$16,600
Total	100.0%	\$116,000

B.1.04 All Supplemental Services (See Exhibit A, Section A.7), are not 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 by amendment. 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. The estimated dollar amounts for each of the Supplemental Services listed below, are stated for the purpose of calculating the maximum total dollar amount for all Supplemental Services. It is understood that the actual amount payable for each Supplemental Service may be more or less than the estimate below, however, the total amount of all Supplemental Services shall not exceed the maximum, not-to-exceed price stated in Section B.1.01 for Supplemental Services without a Contract amendment. The estimated not to exceed amounts for the identified Supplemental Services are as follows:

Supplemental Service	\$ Amount
Total	

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	General Reimbursable Expenses NTE	959.76
2	Travel Expenses	3,500.00
Total		4459.76

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:

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 two 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.

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

CSReporting@co.marion.or.us or via mail to Marion County Community Services PO Box 14500, Salem, OR 97309

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.
- a. General Reimbursable Expenses consist of:

- i. Long distance communications.
 - ii. 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.
 - iii. Data processing and photographic production techniques when used in connection with Supplemental Services.
 - iv. Third-party models and mockups requested by Owner.
 - v. The printing of master or reproducible sets of plans and project manuals including specifications.
 - vi. Plan check fees.
- b. Travel Expenses:

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 Owner. The travel must comply with all the requirements set forth in this section and must be for official Marion 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.

Current approved rates are as follows:

- i. Mileage. Mileage for travel in a private automobile, while Consultant is acting within the course and scope of his/her duties under this Contract and driving over the most direct and usually traveled route, will be reimbursed at a rate of .65.5 cents per mile or the current standard mileage rate as determined by the Internal Revenue Service. To qualify for mileage reimbursement, Consultant must hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by (i) the Oregon Financial Responsibility Law (ORS 806.060) or (ii) the jurisdiction in which the vehicle is being operated, whichever is greater. No mileage reimbursement will be paid for the use of motorcycles or mopeds.
- ii. Meals. Detailed, itemized receipts are required for reimbursement.

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.

**MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT**

EXHIBIT C - INSURANCE PROVISIONS

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section 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. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, 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). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County Not required by County.
- \$1,000,000 Per claim limit for any single claimant; and
- \$2,000,000 Per claim limit for multiple claimants
- Exclusion Approved by Risk Manager

iii. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

- Required by County Not required by County.
- \$2,000,000 Per occurrence limit for any single claimant; and
- \$5,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Information Technology Director and Risk Manager

iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County Not required by County.
- Minimum Limits:
- \$1,000,000 Per occurrence limit for any single claimant; and

- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. 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”). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County Not required by County.

Minimum Limits:

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

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

C. 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 30 days written notice from this Contractor or its insurer(s) to County. 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 County.

D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County 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). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

EXHIBIT D

Proposal for

Detroit Downtown Visioning / Zoning Code Update
Marion County RFP No. C25102-00005004

Submitted by

SERA Design & Architecture, Inc.

February 9, 2023

SERA



February 9, 2023

Marion County Community Development Department
Attn: Krista Ulm
Re: Detroit Downtown Visioning/Zoning Code Update

Dear Ms. Ulm and Members of the Selection Committee,

On behalf of the SERA team, I am pleased to submit this proposal to you for the Detroit Downtown Visioning/Zoning Code Update. This is a critical project for the Detroit community as they recover from the 2020 wildfires, and a key opportunity to define Detroit as a prime recreation destination between Salem and Central Oregon. We have crafted a team specifically to meet the unique needs of this project:

- **SERA has experience assisting rural communities across Oregon to envision their future Downtowns**, as well as **experience working with communities recovering from wildfires**. SERA Principal Tim Smith and Project Manager, Erin Reome, recently completed a community visioning effort for Greenville, CA as the community plans its recovery from the Dixie Fire. Erin Reome also helped to organize the Oregon American Planning Association's Community Assistance Planning Program for wildfire recovery across Oregon, including the work for Santiam Canyon.
- **JET Planning has an extensive portfolio of code work across numerous rural Oregon communities**. JET founder and Principal, Elizabeth Decker, prides herself on finding the right code solution for specific community design and implementation needs. Elizabeth also has also been working with the City of Talent on the updates to their code following the Almeda Fire.
- **ECONorthwest** joins our team as an **optional economic advisor**. While not included in the scope outlined in the Request for Proposals from the County, we believe that ECONorthwest would add significant value, bringing an economic lens to the Downtown planning and visioning efforts, and bringing continuity from their Economic Impact Assessment work for Santiam Canyon.

SERA/JET/ECO have a strong working relationship and deep history of collaboration. We are excited and ready to work with the County and City decision makers to make the Detroit Downtown Visioning and Zoning Code Update a truly transformative project for the community.

Sincerely,



Timothy W. Smith, FAICP, AIA
Principal SERA Design and Architecture, Inc



SERA DESIGN AND ARCHITECTURE

Contact:

Erin Reome
Project Manager, Senior Associate
600 SW 10th Ave. Suite 500
Portland, OR 97205
erinr@seradesign.com
office: 503.445.7321
mobile: 801.661.2678

SERADESIGN.COM

PROJECT UNDERSTANDING & APPROACH

The City of Detroit sits at a prime location along Highway 22 between Salem and Central Oregon, with an average of nearly 5000 vehicles traveling the canyon daily, and as many as 8000 daily vehicles during the peak summer months. As Detroit recovers from the wildfires that ravaged the area in 2020, the community aspires to become a key destination along the Hwy 22 corridor.

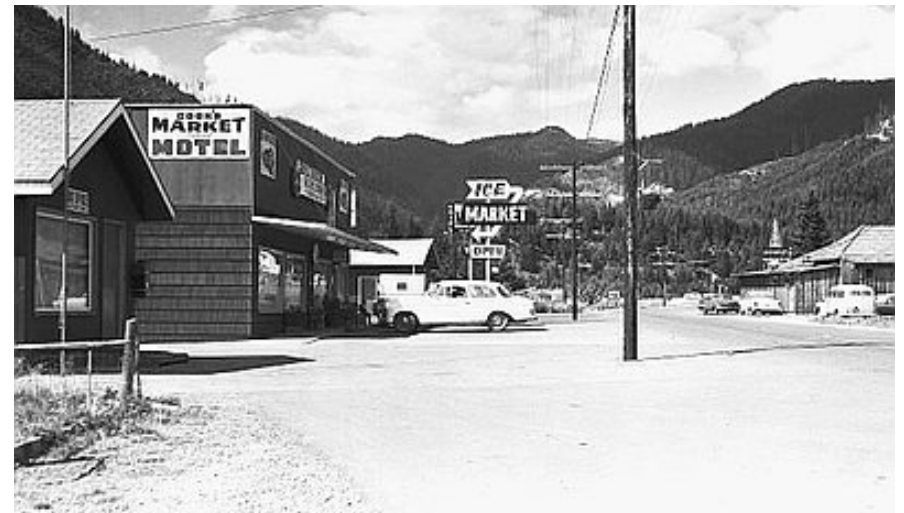
Detroit is home to a growing number of recreation destinations, including Detroit Lake. Historically, Detroit's economic roots have been embedded with the timber and milling industries, but the community is looking to create a new economic center around recreation-based tourism as it seeks to rebuild. A key aspect of this recovery and rebuilding is creating a Downtown that is pedestrian-friendly and attracts visitors to stop and explore.

This project will require a team not only familiar with rural Downtown design and code expertise, but also well-versed in trauma-informed planning and working with communities recovering from natural disasters. Our team is uniquely suited to this project effort, based on our experience working with other wildfire-impacted communities and our experience working in rural Downtowns across the region. We approach all of our projects with empathy and the ability to actively listen to community needs. We bring a sensitivity to the reality of engagement fatigue for communities in recovery, to the strategic use of community meeting time, and also the patience to listen. For many survivors, and undoubtedly many in Detroit, telling their story is part of the healing process, and a critical part of envisioning the future for the community. We also bring the combined experience of planning, urban design, architecture, and code expertise. Additionally, we work both with public agencies and with private developers - we understand how the development market works and what it takes to move from ideas to implementation.

SERA comes to this project having recently completed a community visioning effort for the town of Greenville, California, a community working on their recovery from the Dixie Fire in 2021. We have partnered with JET Planning, a firm with expansive code expertise across rural Oregon, including recent work with the City of Talent, following the Almeda Fire in 2020. We have also added ECONorthwest to our team as an optional advisor to assist with any economic ground truthing that may be necessary through the visioning and code development process. ECONorthwest brings the added experience of being in the final stages of completing their Economic Impact and Opportunity Analysis for Santiam Canyon, which includes recommendations for Detroit's recovery process.

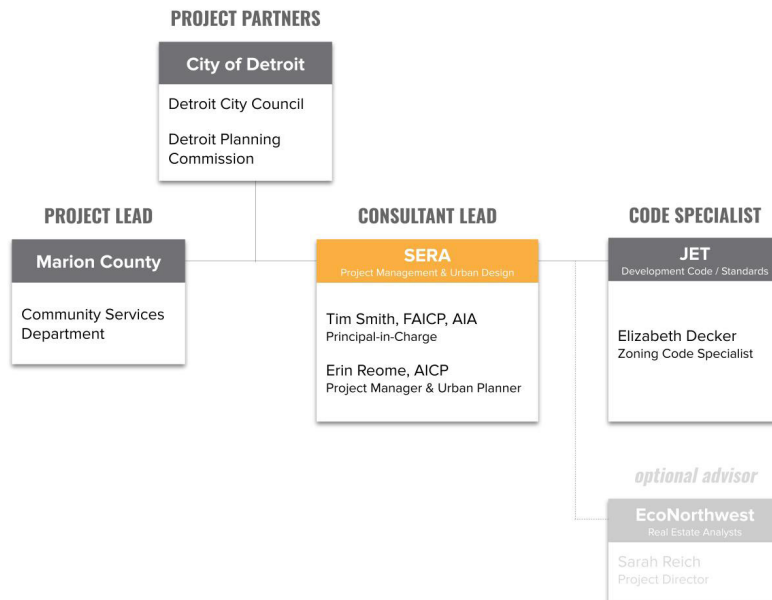


Detroit, OR in 1912, above, and 1962, below.



MANAGEMENT PLAN

We recommend an early project kickoff meeting with the County, key City of Detroit decision makers, and SERA's core team to review the workplan and schedule for the project, confirm key project outcomes, confirm the community engagement approach for this effort, and discuss details related to website creation and management. Erin Reome, as Project Manager, will facilitate the Project Kickoff, and subsequently prepare a final workplan and schedule outlining the project process. A simple graphic version of the project schedule will also be prepared for use on the project website and in public meetings. We have found that regular project management check-ins are a key ingredient for keeping efforts like the Downtown Vision Plan and Zone Code Update on schedule and on budget. Accordingly, we have budgeted for bi-weekly check-ins with SERA's Project Manager, Erin, to coordinate with the County and review the schedule, scope, and budget status. Additionally, we adhere to a thorough QA/QC process to ensure that all deliverables we create are of the highest quality. QA/QC for this project will be performed by SERA's Principal in Charge, Tim Smith, as well as by SERA's Project Manager, Erin Reome.



SERA led the multi-disciplinary design team for the Sisters Cascade Ave streetscape improvements. We began by exploring multiple Downtown themes, ultimately selecting a Western theme based on community input.

Organization Chart

SERA will provide Project Management and Urban Design expertise, working directly with Marion County and City of Detroit Decision Makers. We are joined on our team by JET planning, specialists in Downtown Code development. We have also included ECONorthwest as optional advisors on our team, offering economic guidance for the Downtown visioning efforts and continuity from their recent Economic Impact Assessment work for Santiam Canyon.

200

DESIGN PROFESSIONALS

ARCHITECTS
INTERIOR DESIGNERS
URBAN PLANNERS
LANDSCAPE ARCHITECTS



SERA DESIGN & ARCHITECTURE

Founded in 1968, SERA is a multi-disciplinary firm committed to delivering truly sustainable design for the built environment. With extensive experience in planning, urban design, landscape architecture, and a range of architectural typologies, we employ a whole-systems approach to problem-solving, working with clients and stakeholders to create vibrant places.

We are proud of our 55-year history of creating successful, award-winning projects, and we're excited to continue forward with our vision of creating a legacy of places that enrich the human experience, evoke delight, and provide an enduring ecological community.

We provide strategic visioning, planning, architecture, landscape, and urban design services to public and private-sector clients engaged in the creation of sustainable communities, cities, and regions. SERA specializes in sustainable placemaking at all scales, from community, neighborhood, and campus planning to designing sites, buildings, and plazas.

Our work is guided by significant stakeholder involvement. For decades, we have built strong relationships with public clients, elected officials, neighborhood groups, developers, businesses, and property owners to help our clients and communities identify and execute strategic projects and manage systemic change over time.



100%

EMPLOYEE OWNED

WITH OFFICES IN
OAKLAND & PORTLAND



72

LEED-CERTIFIED
PROFESSIONALS

JET PLANNING



JET Planning, LLC is a woman-owned, sole proprietor firm specializing in land use planning since 2011. The firm provides land use planning services to local governments and institutional clients in Oregon and Washington, specializing in developing zoning code provisions that translate identified community priorities into implementable regulations, informed by nuanced understanding of development trends and possibilities.

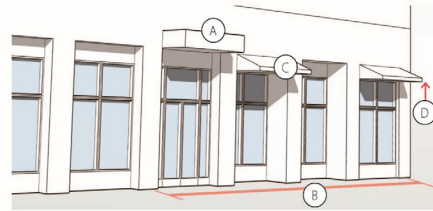
The firm has a broad background in core land use planning from comprehensive planning through development review on behalf of cities, and as an applicant negotiating the land-use permitting process. JET's work is built on close relationships and understanding of local places, with the flexibility to partner with multidisciplinary teams to complete robust projects.

FIGURE 19.508.4.D.2b – GLAZING STANDARDS FOR NONRESIDENTIAL AND MIXED USE BUILDINGS



(A) AREA SUBJECT TO TRANSPARENCY STANDARD: 3 FT ABOVE FINISHED GRADE TO 12 FT ABOVE FINISHED GRADE
 REQUIRED GLAZING IN (A) : 50% ALONG MAIN STREET, 40% ELSEWHERE
 REQUIRED GLAZING IN AREA (B) : 30% ON ALL BLOCK FACES

FIGURE 19.508.4.I.2a – WEATHER PROTECTION MEASURES



- (A) WEATHER PROTECTION OVER BUILDING ENTRY, SPANNING WIDTH OF ENTRY
- (B) TOTAL WIDTH OF CANOPIES, RECESSES, OR SIMILAR MUST EQUAL 50% OF THE GROUND-FLOOR BUILDING FRONTAGE
- (C) MINIMUM 4-FT CANOPY OVER PEDESTRIAN AREA WITH A MAXIMUM 4-FT EXTENSION INTO RIGHT OF WAY (ROW)
- (D) MINIMUM 8-FT HEIGHT FOR ELEMENTS ABOVE SIDEWALK

MILWAUKIE DOWNTOWN CODE UPDATE | MILWAUKIE, OR

JET helped the City of Milwaukie, OR set clear design goals for the future of its downtown. With JET's support, the city overhauled existing zoning standards and guidelines for Milwaukie's historic downtown. The code updates were thoroughly reviewed and refined through consultation with the City's Design & Landmarks Commission members who represent both community members and design professionals to capture both broader design intent and technical construction details, resulting in a set of unified downtown zoning code updates. The Milwaukie Downtown Code Update project started in January 2020, with final adoption pending March 2023. (For project reference, see references section.).

Optional Advisor: ECONorthwest

ECONorthwest specializes in economics, finance, and planning with a core focus on applied microeconomics. Based in the Pacific Northwest, they help governments and businesses make thoughtful, data-driven decisions about how to make the best use of limited resources.

ECONorthwest has extensive experience with direct relevance to Detroit's future.

ECONorthwest brings a deep understanding of the issues Detroit faces, having worked on a variety of projects for the community of Detroit and its partners and neighbors. Prior to the fire, the team assessed the value of water from the North Santiam Canyon; following the fires and building on the previous work, they assessed the economic impacts and opportunities for fire recovery in the Santiam Canyon, working closely with Better Cities as they developed the Visioning Plan for Detroit.

ECONorthwest is currently working with Marion County to develop a Recovery Strategy for the Santiam Canyon to outline the next steps for local and regional partners. ECONorthwest worked with Marion County Parks in 2022 to complete a funding and implementation plan for wildfire recovery efforts in County recreation sites.



TIM SMITH | FAICP, AIA

Principal, Urban Design + Planning



SELECT PROJECT EXPERIENCE

Dixie Fire Wildfire Recovery Planning (Plumas County, CA)
 Talent Alameda Fire Opportunity Framework (Talent, OR)
 Park Ave Community Development & Design Standards (Clackamas County, OR)
 Hillsboro Community Plan (Hillsboro, OR)
 Redmond Downtown Action Plan (Redmond, OR)
 Hillsdale Town Center Plan (Portland, OR)
 Lincoln City Commercial Design Standards (Lincoln City, OR)

EDUCATION | WORK HISTORY

B.S. Architecture, University of Michigan
 M. Architecture, Building Technologies, University of Michigan
 M. Architecture, Urban Design, University of Pennsylvania
 M. City Planning, University of Pennsylvania

SERA since 2001, other firms since 1979

REGISTRATION

Fellow in the American Institute of Certified Planners
 Licensed Architect in Pennsylvania
 Member, American Institute of Architects

Tim is a certified planner with more than 30 years of professional experience. He draws upon training in architecture, city and regional planning, and urban design to craft solutions to complex planning and design problems. Tim is the recipient of numerous awards for his work in Smart Growth, as well as design and planning for sustainable communities. He has directed planning and design studies for universities, new towns and villages, the revitalization of existing villages, corridor planning projects land use studies, town center planning and design projects, and community involvement initiatives.

Tim has served as Vice President of the Portland Planning Commission, on the Portland Chapter AIA Urban Design Committee, the Mayor’s Central City Roundtable, and the EcoDistrict Technical Advisory Committee.

ERIN REOME | AICP, LEED

Senior Associate, Urban Designer, Planner, & Project Manager



SELECT PROJECT EXPERIENCE

Dixie Fire Recovery Planning (Plumas County, CA)
 Talent Alameda Fire Opportunity Framework (Talent OR)
 Park Ave Community Project (Clackamas County, OR)
 Cornelius Town Center Plan (Cornelius, OR)
 Downtown Tigard Reimagined (Tigard, OR)

EDUCATION | WORK HISTORY

B.A. English Literature, University of Utah
 Masters Urban Regional Planning, Portland State University

SERA since 2011, other firms since 2005

REGISTRATION

AICP, American Planning Association | LEED Accredited Professional, Building Design + Construction

Erin is an enthusiastic Urban Designer & Planner who thrives at the intersection of land use, transportation, and open-space planning. Since 2005, she has worked on a variety of projects, for private, public, and institutional clients, at a variety of scales: regional, district, downtown, campus, neighborhood, and corridor. Following the 2020 wildfires in Oregon, Erin has been spearheading volunteer recovery planning efforts through the Oregon American Planning Association’s Community Assistance Planning Program (CAPP), resulting in a CAPP project for Santiam Canyon.

Erin is an experienced and skilled project manager who is able to lead clients, stakeholders, and consultant teams through tailor-made collaborative processes that answer complex planning questions with authority. Her ability to process and synthesize wide-ranging input into compelling plans is highly valued by her clients. She has a proven track record of managing large, multi-disciplinary projects that successfully balance client needs with stakeholder expectations, while routinely exceeding schedule, deliverable, and budget goals.

ELIZABETH G. DECKER

Founder, JET Planning; Land Use Planner



SELECT PROJECT EXPERIENCE

- Residential & Commercial Code Updates, Post-Wildfire Recovery Efforts (Talent, OR)
- Downtown Code Update (Milwaukie, OR)
- Park Avenue Community Project, Zoning Code Update (Clackamas County, OR)
- Cornelius Town Center Master Plan, Zoning Code Update (Cornelius, OR)
- Hoquarton Area Plan (Tillamook, OR)
- Beavercreek Road Concept Plan, Implementing Code and Maps (Oregon City, OR)
- Equitable Housing Code Audit and Update City of Oregon City, OR
- Multifamily Design Standards Code Update City of Salem, OR

EDUCATION | WORK HISTORY

Master of Urban and Regional Planning, Portland State University, 2011.
 Bachelor of Arts - History, Rice University (Cum Laude), 2004.

Elizabeth Decker is a land use planner specializing in consulting for public and institutional clients in the Oregon and Washington. She founded JET Planning in 2011 and operates as a woman-owned, sole-proprietor firm. Her expertise includes preparing successful development permits for public and institutional developments, including support for applicants through the process. Her broad land use background includes analyzing and drafting development code, implementing development regulations on both sides of the counter as a city contract planner, and completing comprehensive planning, sub-area and specialty plans, and public engagement.

Elizabeth has experience working with cities toward serious wildfire recovery, through previous work with the City of Talent. She frequently collaborates with SERA, translating community vision plans into implementable code solutions.



CORNELIUS TOWN CENTER | CORNELIUS, OR

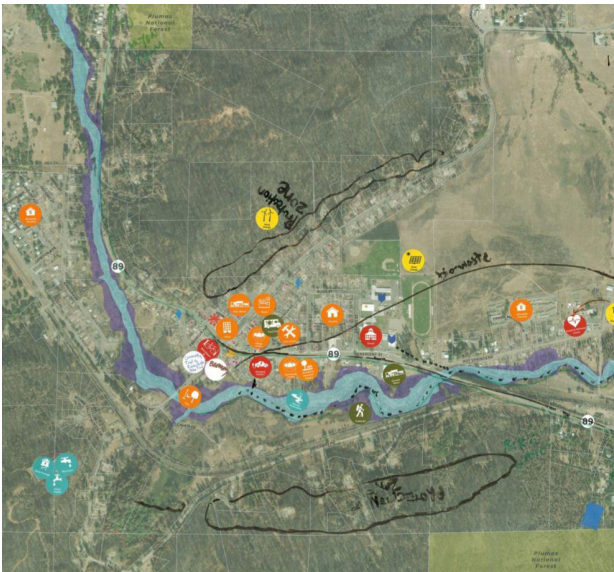
As part of a multi-disciplinary consultant team, including ECONorthwest and JET Planning, SERA provided lead urban design expertise. The project hinged on creating a comprehensive Town Center based on an analysis of existing and desired land use. The work also included a code audit and subsequent update to the development code. To capture and reflect the community's vision, the team carried out an extensive engagement effort that included a three-day workshop and open house. The Town Center Plan is complemented by an Urban Renewal Plan and was enthusiastically adopted by City Council in the summer of 2019. While new investment was seen as highly desirable, maintaining existing businesses was also a goal - to balance redevelopment potential and maintain existing businesses by requiring fewer, unifying design elements like weather protection rather than a wide, costly menu of design features designed to keep redevelopment costs lower. The Town Center & Urban Renewal Plan was recognized by the Oregon Chapter of the American Planning Associates (OAPA) with the "2019 Public Involvement and Participation Award."

DIXIE FIRE RECOVERY PLAN | PLUMAS COUNTY, CA



In late Summer of 2021, the Dixie Fire ravaged Northern California, burning nearly 1 million acres of land and leveling towns throughout five counties including Indian Valley and beyond. Greenville, CA was one of the most heavily impacted areas, with approximately 75% of the town's structures destroyed by the fire. Its historic Main Street, central business district, and more than 600 homes burned in the fire. Even in communities where structural damage was minimal, impacts have been felt across the region, with substantial consequences for the timber and tourism industries that are the lifeblood of the regional economy. These impacts have been further exacerbated by the ongoing pandemic, rising construction costs, and a demand for labor that outpaces capacity across nearly every sector.

Working closely with a local nonprofit, the Dixie Fire Collaborative (DFC), SERA has been leading a consultant team through a community-based visioning and long-term recovery planning effort for a more resilient region. The core of this work to date has been facilitating a series of community conversations—listening to community members, government officials, and infrastructure representatives to help define community needs and identify the right processes to meet them. The team completed a resource flow mapping workshop, engaging community members in hands-on whole systems planning and design exercises. Topics included: re-envisioning processes for forest management, timber, and housing construction; crafting more resilient infrastructure systems for water management and fire suppression; helping farmers and ranchers re-imagine the local and regional food system, and creating cultural hubs and centralized gathering spaces like community centers, breweries, restaurants, and art walks to enliven the downtown and local economy.



Reference

Tyler Pew
 Founding Principal, LMNOP Design
 tyler@lmnopdesigninc.com
 619.818.8118

PARK AVE. COMMUNITY DEVELOPMENT AND DESIGN | CLACKAMAS COUNTY, OR

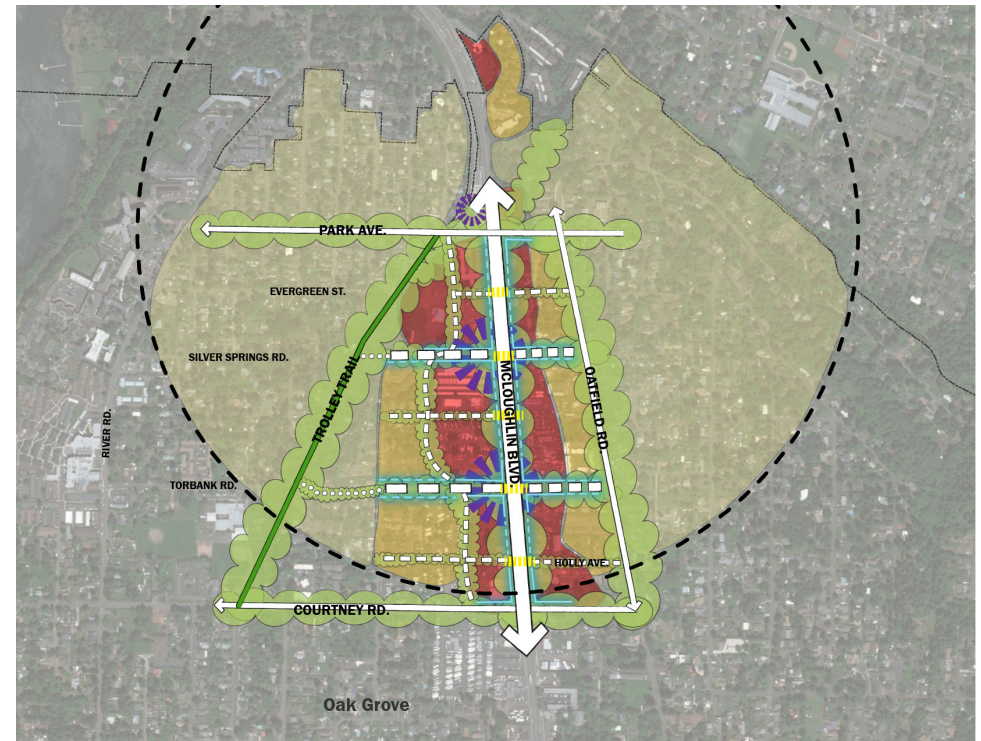
SERA led an interdisciplinary team that included JET Planning to complete the Park Avenue Community Project, a long-term vision for a half-mile area surrounding the Park Avenue MAX light rail station in unincorporated Clackamas County.

Our team began engaging members of the community in 2019 to develop a set of Guiding Principles that articulated a common vision and values, followed by a Framework Plan to illustrate how that vision becomes a series of physical changes to the area. Working directly with a Community Advisory Committee (CAC), the team developed an Equitable Engagement Plan early on, which guided engagement efforts and targeted activities toward underrepresented groups in the community. Allowing existing businesses and residents to remain in place while also accommodating new residential and employment opportunities was a key concern for the community, so the team documented residential and local business anti-displacement strategies to help inform policy and programs for the area moving forward.

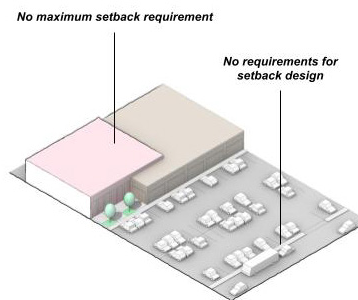
The plan included new key connections that broke down large superblocks and provided new safe crossings at McLoughlin Boulevard, as well as new activity nodes to create gathering spaces and hubs of neighborhood activity. The final phase of the project was the development of station area code amendments, developed by JET planning, which align with the Guiding Principles and Framework Plan vision. The County Board of Commissioners approved the project in December 2020.

Reference

Karen Buehrig
 Long Range Planning
 Manager, Clackamas County
 Karenb@clackamas.us
 971.291.8127

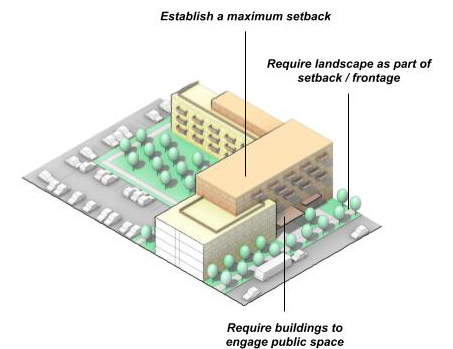


EXISTING DEVELOPMENT



Note: Current standards would not allow similar development; 20 ft maximum front setback with landscaping is required

PROPOSED STANDARDS



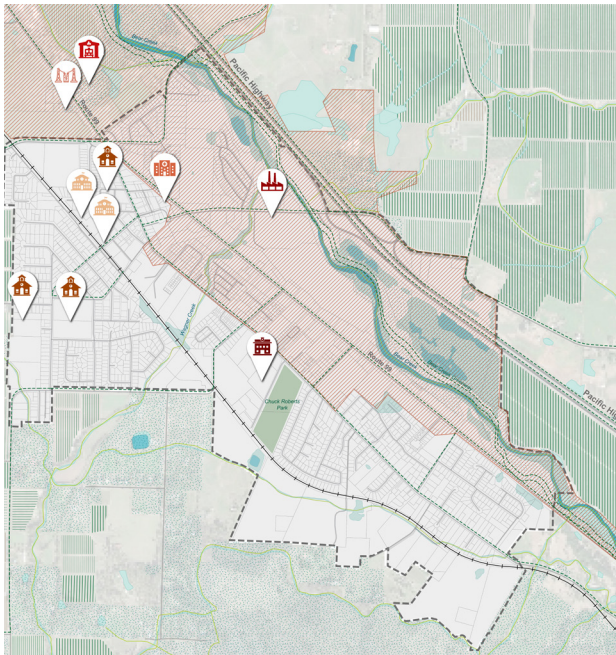
SERA and Jet translated the vision plan developed with the community into code concepts, communicated in narrative and graphics, for discussion with the community prior to developing the first code draft.



CASCADE AVENUE STREETScape PLAN & DESIGN | SISTERS, OR

The City of Sisters is a popular western-themed tourist town in Central Oregon. Cascade Avenue (US 20) is the community's "main street," but is also a designated state freight route and sees an average of 12,000 vehicles a day. Despite its walkable downtown district and charming pedestrian-scale buildings, Cascade Avenue itself was not pedestrian-friendly, suffering from narrow pitted sidewalks, worn crosswalks, poor and non-functional stormwater drainage, poor pavement conditions, and deteriorating curbs. From 2010 to 2014, SERA led a multi-disciplinary consultant team for ODOT and the City of Sisters to improve a six-block section of Cascade Avenue.

The project's goals were to enhance the walkability, attractiveness, commercial viability, and safety of downtown Sisters - and the project was designed to be as distinctive as Sisters itself, reflecting the city's commitment to its 1880s western architectural development theme and unique geographic setting. After intensive public outreach and stakeholder engagement, SERA developed a design that evokes the town's modern western character by sourcing natural soft woods and forged metal, with groves of attractive white-bark columnar trees clustered in wildflower-strewn landscape planters. Improvements include new concrete paver sidewalks and ADA-accessible curb ramps, curb extensions, bio-retention stormwater facilities, pedestrian-scale street lighting, street trees, benches, drinking fountains, bicycle parking, wayfinding signage, and waste containers. In 2015, the project was honored with the Building a Better Central Oregon award, the APWA's Public Works Project of the Year, and the ASLA's Top Transportation Project.



TALENT ALAMEDA FIRE OPPORTUNITY FRAMEWORK | TALENT, OR

Since October 2020, SERA has partnered with the Oregon American Planning Association (OAPA), advisors from FEMA, and the University of Oregon's Sustainable City Year Program to offer pro-bono planning assistance to wildfire-impacted communities. In 2021, this culminated in a recovery resource for the City of Talent in Southern Oregon: the Talent Alameda Fire Opportunity Framework.

During the 2020 wildfire season, the City of Talent was overcome by the Alameda fire, one of the most destructive fires in Oregon's history, leading to significant loss of residential and commercial properties. Among the properties lost were multiple mobile home parks, some of Talent's most affordable housing, greatly impacting some of the city's most vulnerable populations.

SERA led a team of volunteers to create the Talent Alameda Fire Opportunity Framework consolidating information into a one-stop resource for City staff and future consultant teams. The resource acts as a guidebook for building resilient communities, providing an overview of pre- and post-fire conditions in Talent that includes a special focus on affordable housing typologies, wildfire recovery best practices, and equitable engagement strategies. To inform the discussion around equitable engagement, SERA worked with students in the UO's Sustainable City Year Program. The students conducted interviews of local community and nonprofit leaders to document community needs and inform future engagement activities.

STAFFING PLAN

The following summarizes the key staff we have identified for this project effort and their available capacity to devote to this project effort. We pride ourselves in being able to honor project commitments, and staff our efforts carefully to ensure that our projects are delivered to the highest level of quality.

<i>Firm:</i> SERA	SERA	SERA	SERA	JET
<i>Title:</i> Principal	Project Manager	Job Captain	Project Assist	Principal
Name: Tim Smith	Erin Reome	Halima Shehu	Matt Craven	Elizabeth Decker
Available Capacity 15%	30%	20%	40%	30%

Phase 1: Initial Review and Analysis					
Kick off meeting	2	2	0	0	2
Biweekly Management Check-ins	6	20	0	0	10
City Council Goal Setting	4	4	0	0	4
Interviews	12	12	0	0	0
Site Analysis	4	8	4	24	0
Website Creation and Management	2	4	12	40	0
Task Total Hours	30	50	16	64	16
Phase 2: Public Visioning Process					
Develop Basemaps	0	2	4	12	0
Develop DT Theme Options	2	8	0	16	2
Design Charrette	24	24	24	24	24
TAC Meeting	0	2	0	0	0
Final DT Vision Plan and DT Theme Report	4	16	8	24	2
Task Total Hours	30	52	36	76	28
Phase 3: Drafting the Zoning Regulations					
Code Concepts Memo	2	4	0	24	40
Meet with Stakeholders/Residents	0	4	0	0	12
TAC Meeting	2	2	0	0	6
Draft Code	4	4	0	12	60
Task Total Hours	8	14	0	36	118
Phase 4: Refining the Code					
Community Meeting (Draft Code Review)	2	2	0	0	12
Revised Code (Draft 2)	2	4	0	4	16
Community Meeting of Draft 2 Code	0	2	0	0	12
Additional Stakeholder Meetings	0	4	0	0	8
Final Zoning Code	0	4	0	6	12
Task Total Hours	4	16	0	10	60
Project Total Hours	72	132	52	186	222

WORKPLAN

PHASE 1: INITIAL REVIEW AND ANALYSIS (APRIL 2023)

Our approach is rooted in understanding the ecological and cultural history of a place. We will begin our efforts for the Detroit Downtown Visioning/Zoning Code Update by collecting available data from the City of Detroit, Marion County, and FEMA to begin our site analysis process. We will document the physical details and historic development patterns for Detroit and its surrounding areas, including pre- and post-fire conditions, community assets, and critical facilities, as well as historic photos. We will examine the land use and character as they have evolved over Detroit's history and incorporation in 1952, and collect regional and national precedents that may inform future community conversations about Downtown themes.

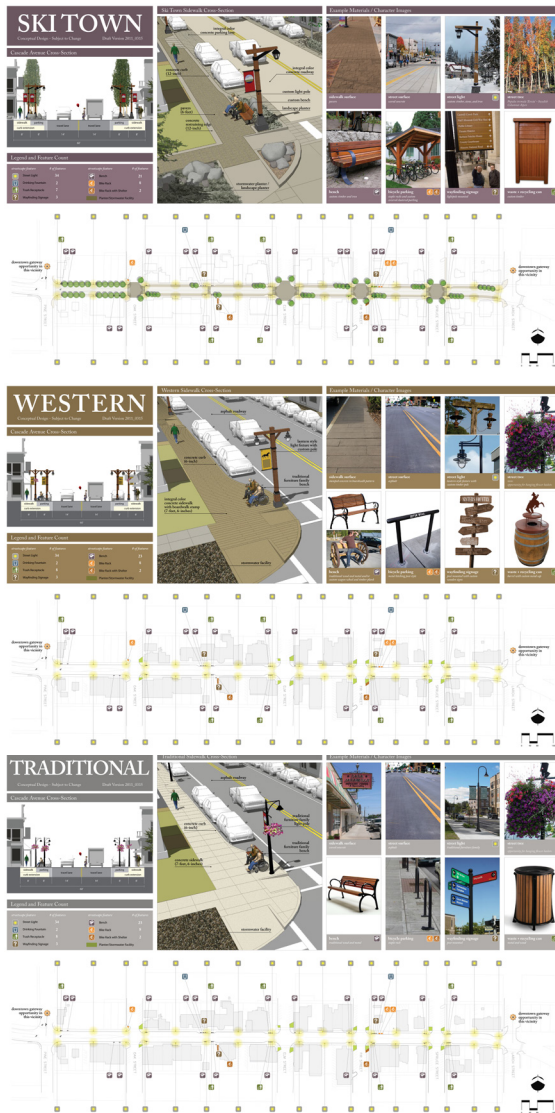
Following the preliminary digital site analysis and data collection process, our team will conduct a preliminary site visit, including a site tour of Detroit and the surrounding areas. We have found that some of the most productive conversations happen with key stakeholders on site, and we will look to schedule interviews with community stakeholders during this site visit trip when possible. During this site visit or shortly following it, we will also meet with the Detroit City Council to establish project goals and key priorities, as well as to define the project boundary and establish the Technical Advisory Committee (this session can also be held virtually if preferred by members of the City Council).

We will work with the Detroit City Council and Marion County to identify additional stakeholders to engage at this early stage. These could include nonprofit leaders, property owners, developers, and business owners, among others to solicit input that will help to shape the vision and zoning code. These interviews will help the team to understand and document their interests and perceived barriers to redevelopment, however, we will also be drawing heavily from the work previously completed. Engagement fatigue is very real for communities in recovery, and we will be sensitive to making sure that our touch points with community members are strategic and making tangible progress toward desired outcomes.

A key deliverable for this first phase of work will be to establish a Project Website to host content and updates. For long term success of the site, we will want to address a few key questions prior to launch. For example, who will own and maintain the domain and the site itself after the consultant team's work on this project is complete. Anticipating the long-term ownership of the site will ensure that we establish a site well-suited to the needs of the County and the community.

Phase 1 Key Meeting(s) and Deliverables:

- Project Kickoff Meeting
- Goal Setting Session with Detroit City Council
- Stakeholder interviews
- Site Analysis Memo
- Project Website creation



For our Cascade Ave work in Sisters, OR, we developed a number of Main St. themes for public input. After evaluating these themes through a series of public workshops, the Sisters community ultimately decided on the Western theme that is now integral to their brand.

Project Compass

Our Project Compass tool helps to ensure that project goals articulated early in the process are carried through subsequent planning iterations. The Compass will allow the team to transparently evaluate design solutions against target performance metrics on a “good, better, best” scale in categories like: Financial, Health, Equity, Water, Energy, and Ecology. We customize these targets to the goals of each individual project. For example, in our work with the Center for Tribal Nations, we worked integrally with tribal representatives to adapt our Project Compass to align with the tribal medicine wheel and tribal values around spiritual, emotional, mental, and physical wellbeing.



PHASE 2: PUBLIC VISIONING PROCESS (MAY 2023 - JULY 2023)

Before developing plan concepts for a project like the Detroit Downtown Vision Plan, our team always begins by identifying and articulating core Urban Design Principles. A set of commonly agreed upon principles will establish a solid foundation for subsequent community discussions about Downtown themes and vision plans. These principles will not only express key elements of the Vision Plan, they will provide guidance at the 10,000-foot level and aid in future decision making. Building from the priorities articulated in the 2021 Community Vision and Strategic Plan, interviews with stakeholders and our kickoff discussion with City Council, SERA will develop an initial draft of Urban Design Principles for review by the County, Detroit City Council, and the Detroit Community at our on-site design charrette.

We have found that our best ideas originate through well-orchestrated, highly collaborative work sessions. To rapidly generate and test a series of vision concepts and Downtown theme options, we propose engaging stakeholders, local decision makers, and the larger community, in a 2-3 day design work session to rapidly test and refine design ideas in a public forum. In advance of the session, SERA will prepare any base maps, precedent imagery, and any preliminary concept ideas needed. We will also assemble 2-3 Downtown theme options (communicated largely through precedent imagery) based on early stakeholder and community input. Key personnel from SERA and JET will then convene in Detroit to sketch and prepare additional visuals while on-site. Key stakeholders, decision makers, and the Technical Advisory Committee will be encouraged to join us and participate as schedules allow. The charrette will culminate in a public work session event to present the design concepts generated and gather input from the broader community. The work generated will then be posted to the project webpage.

Based upon public feedback, the SERA team will generate a Preferred Vision Plan and Downtown Theme Concept. The preferred Vision Plan will illustrate the desired land use, character, and streets/paths/trails in and around the Downtown area. This will directly inform the Regulating Plan, building form, frontage and street standards to be developed in Phase 3. The Downtown Theme Concept will inform regulations for specific architectural and streetscape character. We propose a final presentation of these materials to local decision makers, and possibly the public at large, in a virtual format (note: we are open to discussing the ideal combination of virtual vs. in-person meetings during our scope refinement and project kickoff meeting).

Phase 2 Key Meeting(s) and Deliverables:

- Develop Basemaps
- 2-3 Day Design Charrette
- Develop Vision Plan Alternatives (hand sketches)
- Develop Downtown Theme Options (precedent imagery)
- Final Draft Detroit Downtown Vision Plan and Downtown Theme Report
- Updated website documenting charrette process and outcomes

FOCUS ON PRINCIPLES AND CONCEPTS

For development and design standards, we find that initial focus on code principles and concepts using graphics and illustrated examples to engage on key design features is invaluable prior to drafting specific code language which can get tangled in technicalities and abstractions. For example, discussions about parking requirements can be centered around different development scenarios of key sites with varying parking requirements and examples of development elsewhere in the region to better illustrate how parking ratios affect site design, with implications for density, walkability, demand for local services, demand for existing on-street parking, and traffic generation, rather than an abstract discussion about whether 1.3 or 1.6 spaces per 500 square feet of retail space is an appropriate ratio.

PHASE 3: DRAFT ZONE REGULATIONS (AUGUST 2023 - NOVEMBER 2023)

JET and SERA will work together to develop a new zoning code to implement the Vision Plan and Downtown Theme Concept developed in Phase 2, beginning with translating the Vision and Theme into key code concepts. We find that initial focus on code principles and concepts is invaluable prior to drafting specific code language. To that end, we will refine concepts to inform the purpose, regulating plan, form and dimensional standards, public space/street standards, architectural standards, landscape standards, use standards, and parking regulations.

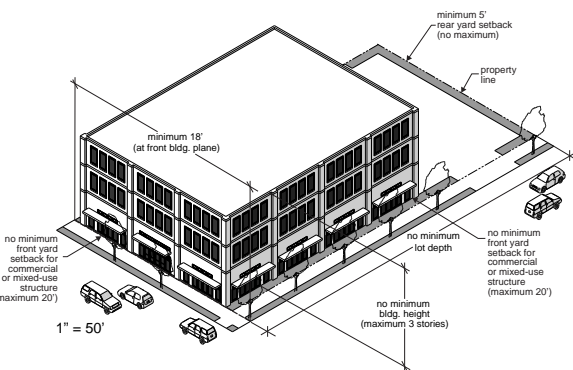
Because of the importance of setting the initial direction, we propose to review the code concepts with the Technical Advisory Committee and hold a first meeting with stakeholders as part of this task, rather than in Phase 4. These meetings will focus discussion on code priorities and any necessary clarifications of existing code standards.

The initial code draft will be prepared following discussion on key concepts. Based on direction and goals for the code, JET and SERA will develop a proposed approach to utilize either a form-based code or a hybrid code with form-based elements as well as standards more consistent with the existing zoning code structure. While we value the potential for a form-based code approach to guide design implementation of the chosen downtown theme, we are also aware of potential challenges to implement a form-based code for a small portion of the city. We have found that using a radically different approach can be challenging for smaller jurisdictions to implement and to integrate with other code provisions. We have, however, had success integrating form-based elements into a hybrid code that can target those key design elements necessary to implement the city's chosen theme while better integrating with existing code structure and standards. We believe this may be a valuable approach to support implementation by contract planners with the Mid-Willamette Valley Council of Governments (MWVCOG) who will be tasked with reviewing future applications, as well as empowering City elected officials and property owners to more easily interpret and promote the downtown standards.

JET will take special care to ensure that draft code for the downtown can be integrated into the existing code, along with developing any related code update recommendations for areas surrounding downtown and/or procedural code update recommendations to better implement the downtown code. The existing Detroit code appears to be largely modeled on the Oregon Model Development Code for Small Cities, and JET has significant experience developing tailored amendments within this code structure.

Phase 3 Key Meeting(s) and Deliverables:

- Code Concepts Memo
- Meeting with Key Stakeholders & Neighborhood Residents (moved from Task 4)
- Technical Advisory Committee meeting (moved from Phase 4)
- Initial draft of zoning code for downtown and any related code update recommendations to integrate the new regulations into existing code.



SERA led the development of a neighborhood plan and code update for the Tumwater Brewery District in Tumwater, WA.

PHASE 4: REFINE THE CODE (DECEMBER 2023-JANUARY 2024)

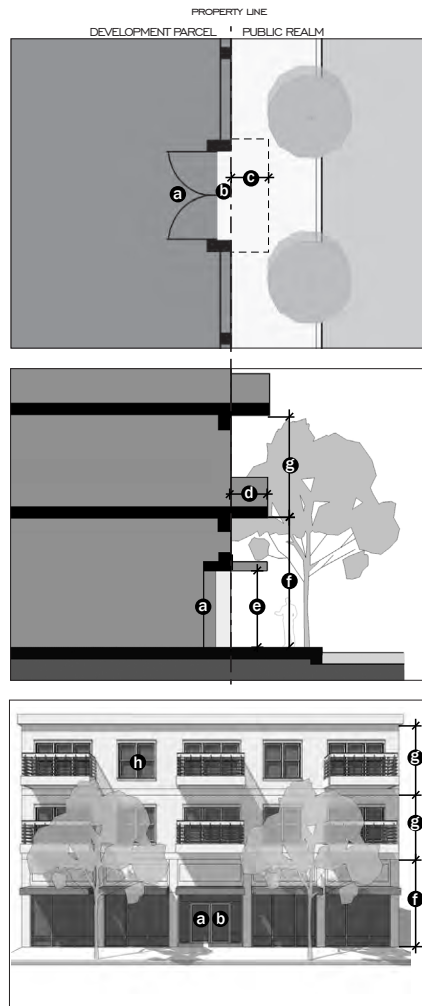
With guidance and oversight from SERA, JET will move into an iterative process of code review culminating with a final code draft ready for adoption by the City Council. JET and SERA will begin with a Community Meeting to review the first draft of the downtown zoning code. While the full code will be available for review and comment, we anticipate this first meeting will be an important opportunity to educate the community about the proposed code concepts and engage in discussion to clarify key concepts and proposals rather than solely focused on code specifics. JET and SERA will craft the presentation and materials for this meeting to focus on images and desired development outcomes, rather than code text specifics, to increase engagement and understanding.

JET will then develop a second draft of the zoning code based on input from the Community Meeting. A second community or stakeholder meeting, and up to two additional stakeholder meetings, will be designed to target key issues identified in the first round of engagement. At the conclusion of this second series of engagement, JET will develop a final draft of the downtown zoning code and related amendments that will be ready for City Council consideration and adoption.

(Note: We are open to discussing the ideal combination of virtual vs. in-person engagement opportunities during our scope refinement and project kickoff meeting).

Phase 4 Key Meeting(s) and Deliverables:

- Community Meeting to review first draft of code
- Second draft of zoning code for downtown and any related code update recommendations, incorporating
- Community or stakeholder meeting to review second draft of code
- Up to two additional meetings with stakeholders as needed to explain the details of the proposed code and obtain further input and comments, determined in consultation with the City
- Final draft of zoning code for downtown and related code update recommendations incorporating feedback from the second community meeting and additional stakeholder meetings



- Ⓐ Primary entry door oriented to street or public space
- Ⓑ Entrance is covered and/or recessed behind facade
- Ⓒ Min 3'; Max 6' projection
- Ⓓ Max 6' balcony/deck projection
- Ⓔ Min 10' clearance
- Ⓕ Min 60% windows
- Ⓖ Min 30% windows
- Ⓗ Upper windows vertically oriented

Code illustrations from the Tumwater Brewery District



SERA led the design of McMinnville's Alpine Avenue streetscape improvements, including the branding and logo drawing from the form of an iconic granary on-site.

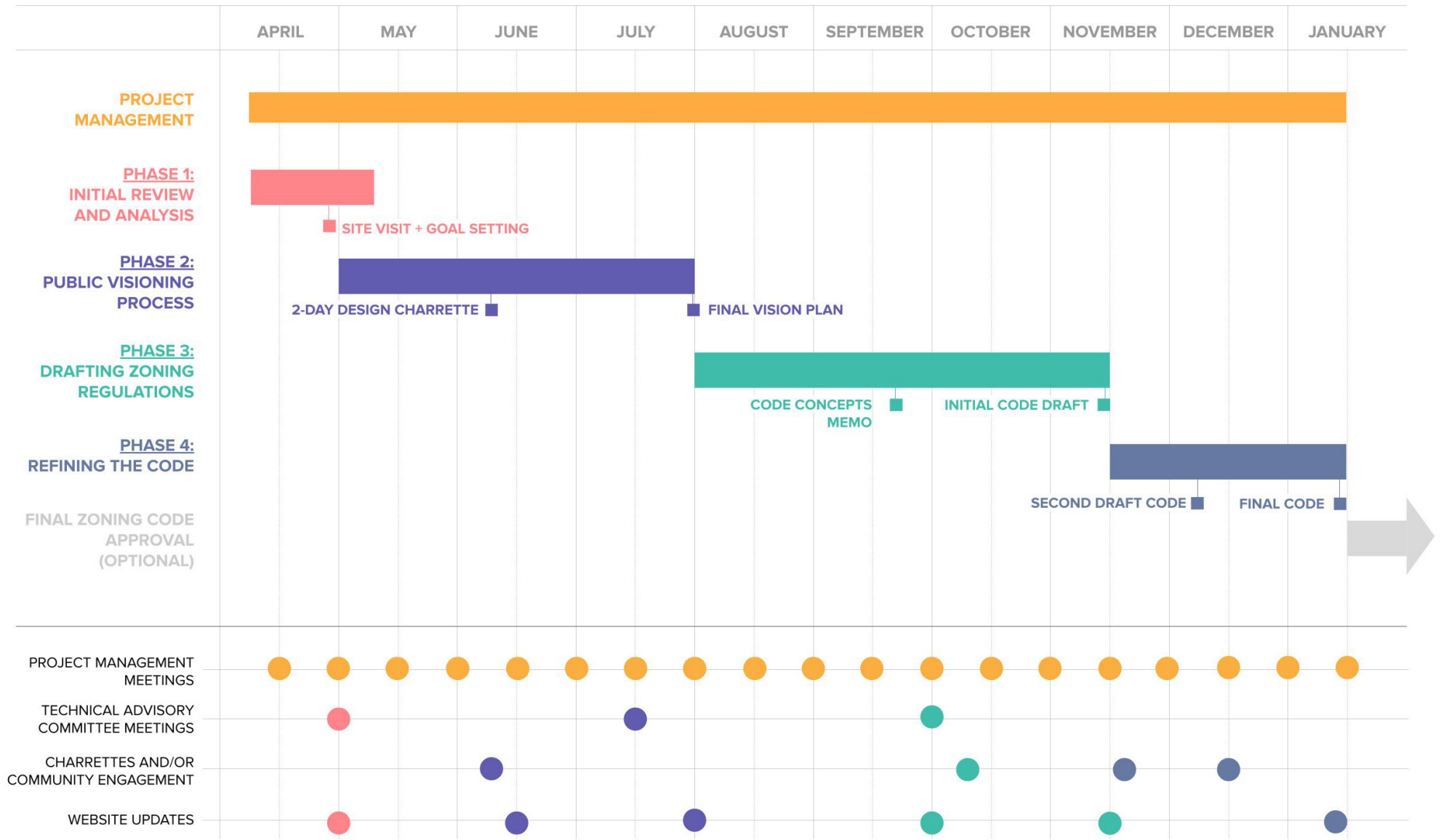
PHASE 5: FINAL ZONING CODE APPROVAL (OPTIONAL)

If desired by the City and subsequently contracted, JET will provide support to guide the adoption process of the downtown code. JET will coordinate with City and County staff to provide procedural support, including formal notices to state agencies and city residents, and develop any adoption materials such as the adoption ordinance, staff report, and/or findings. In coordination with SERA, JET will develop presentation materials for work sessions and/or public hearings in front of the City Planning Commission and City Council that outline the proposed code updates and how the public engagement process informed the proposed draft.

Phase 5 Key Meeting(s) and Deliverables:

- Public notices, including notice to Department of Land Conservation and Development, Measure 56 notice to affected property owners, and notices of public hearings for code adoption
- Public hearing and/or work session presentations to the Planning Commission and City Council
- Additional revisions to the final draft of downtown zoning code, as needed to incorporate issues raised during work sessions and/or public hearings
- Other adoption support as desired by the County or City, such as staff report, findings, draft ordinance

SCHEDULE



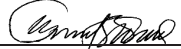
COST PROPOSAL

Attachment 4: Cost Proposal Submission Form

In accordance with the Request for Proposal issued by Marion County, the firm referenced below hereby submits a Cost Proposal.

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this proposal, and if selected, authorized to sign a contract with Marion County for the services identified in the Request for Proposal. In addition, all Marion County Detroit Downtown Visioning/Zoning Code Service requirements, including insurance requirements, have been reviewed and are incorporated in this Cost Proposal.

Firm Name: SERA Architects

Signature: 

Printed Name/Title: Tim Smith, Principal

Date: February 9, 2023

PROJECT COSTS for PHASE 1				
Category	Provide Details	Hours	Hourly Rate	Amount
Project Manager	Erin Reome	50	\$219	\$10,950.00
SERA Principal	Tim Smith	30	\$235	\$7050.00
SERA Project Support	SERA Job Captain	16	\$158	\$2,528.00
SERA Project Support	SERA Project Assist	64	\$100	\$6,400.00
JET Principal	Elizabeth Decker	16	\$175	\$2,800.00
Labor Cost	N/A	176	N/A	\$29,728.00
Reimbursable/Travel Expenses (4%)	Travel expenses, printing, etc.	N/A	N/A	\$1,189.12
Other	N/A	N/A	N/A	N/A
PHASE 1 Total Project Cost				\$30,917.12

PROJECT COSTS – PHASE 2				
Category	Provide Details	Hours	Hourly Rate	Amount
Project Manager	Erin Reome	52	\$219	\$11,388.00
SERA Principal	Tim Smith	30	\$235	\$7050.00
SERA Project Support	SERA Job Captain	36	\$158	\$5,688.00
SERA Project Support	SERA Project Assist	76	\$100	\$7,600.00
JET Principal	Elizabeth Decker	28	\$175	\$4,900.00
Labor Cost	N/A	222	N/A	\$36,626.00
Reimbursable/Travel Expenses (4%)	Travel expenses, printing, etc.	N/A	N/A	\$1,465.04
Other	N/A	N/A	N/A	N/A
PHASE 2 Total Project Cost				\$38,091.04

PROJECT COSTS – PHASE 3				
Category	Provide Details	Hours	Hourly Rate	Amount
Project Manager	Erin Reome	14	\$219	\$3,066.00
SERA Principal	Tim Smith	8	\$235	\$1880.00
SERA Project Support	SERA Project Assist	36	\$100	\$3,600.00
JET Principal	Elizabeth Decker	118	\$175	\$20,650.00

Part 1 of Cost Proposal Submission Form

Part 2 (Cost Proposal Submission Form continued on following page)

COST CONTROL

SERA is committed to creating successful projects that are delivered on time and on budget. We begin by first identifying and defining the project’s priorities to ensure that the scope, schedule, and budget align with project priorities and needs. As a team, we then regularly review and update those priorities, with an understanding that as the project evolves and new information develops, so must the priorities. SERA’s Project Manager, Erin Reome, will be responsible for cost control. She will work with Marion County and key decision makers from the City of Detroit at the outset of the project to confirm project priorities and ensure that the scope, schedule, and budget are in alignment. We propose—and have budgeted for—biweekly Project Management check-ins to review then review the status of the project priorities and scope, schedule, and budget to quickly make any course corrections that may be needed.



SERA developed a downtown framework plan and streetscape plan for downtown Sandpoint, Idaho.

Labor Cost	N/A	176	N/A	\$29,196.00
Reimbursable/Travel Expenses (4%)	Travel expenses, printing, etc.	N/A	N/A	\$1,167.84
Other	N/A	N/A	N/A	N/A
PHASE 3 Total Project Cost				\$30,363.84

PROJECT COSTS – PHASE 4				
Category	Provide Details	Hours	Hourly Rate	Amount
Project Manager	Erin Reome	16	\$219	\$3,504.00
SERA Principal	Tim Smith	4	\$235	\$940.00
SERA Project Support	SERA Project Assist	10	\$100	\$1,000.00
JET Principal	Elizabeth Decker	60	\$175	\$10,500.00
Labor Cost	N/A	90	N/A	\$15,944.00
Reimbursable/Travel Expenses	Travel expenses, printing, etc.	N/A	N/A	\$637.76
Other	N/A	N/A	N/A	N/A
PHASE 4 Total Project Cost				\$16,581.76

TOTAL PROJECT COSTS	
PHASE 1 - 4 Total Project Cost	\$115,953.76

**We have included ECONorthwest as an optional advisor on our team to provide economic guidance to support the development of the Downtown Vision Plan. This service would be an additional \$10,000, if the County elected to add that service.*

Part 3 of Cost Proposal Submission Form

Attachment 3 - Reference Check Form

Proposer Name: SERA Architects

Reference Entity: Dixie Fire Collaborative/LMNOP Design

Reference Contact Name: Tyler Pew

Contact Email Address: tyler@lmnopdesigninc.com

Please rate the questions on a scale of 0-5: (0 = not satisfied, 5 = extremely satisfied)

1. I would rate Proposer's overall ability to meet required deadlines:

Score: 5 Comments: SERA Architects have been incredibly flexible with us to meet what is needed when it was needed. Communication was deliberate and well timed so that sequencing of the overall project hit milestones.

The only area for improvement is on the invoicing and payment schedules. The total fee was intact but delays on invoicing and payment to subs has been a challenge. This should not concern the client, but in my role I was working directly with subs and should be noted. This does not affect my recommendation, which is extremely high.

2. I would rate Proposer's ability to produce high quality work:

Score: 5 Comments: Work product was always great, concise and clear

3. I would rate Proposer's ability to submit accurate estimates:

Score: 5 Comments: SERA did a great job of managing a tough project budget.

4. I would rate Proposer's final work product:

Score: 5 Comments: Clear, Concise and Easy to Read.

Attachment 3 - Reference Check Form

Proposer Name: SERA Architects

Reference Entity: Clackamas County

Reference Contact Name: Karen Buehrig

Contact Email Address: karenb@clackamas.us

Please rate the questions on a scale of 0-5: (0 = not satisfied, 5 = extremely satisfied)

1. I would rate Proposer's overall ability to meet required deadlines:

Score: 5 Comments: We work with SERA Architects on a project that started in 2019 and went through to the middle of 2021. This was a very hectic time, with the onset of the COVID-19 pandemic. They were able to navigate through all of the required changes to public engagement in an extremely timely way.

2. I would rate Proposer's ability to produce high quality work:

Score: 5 Comments: The work of the team, both in public engagement facilitation and plan development was of high quality and reflected the input from a very engaged public advisory committee

3. I would rate Proposer's ability to submit accurate estimates:

Score: 5 Comments: During the project there were two contract amendments. Both related to increase in scope related to public engagement, and one was to cover the unexpected costs due to COVID. It is difficult to estimate to cost of the needed engagement and it was useful that they were flexible enough to respond to changing needs of the project.

4. I would rate Proposer's final work product:

Score: 5 Comments: The final products were of high quality and reflected the input from a very engaged public advisory committee. The team, including JET consulting did an excellent job of understanding our project needs and producing materials helpful for the project.

Attachment 3 - Reference Check Form

Proposer Name: Elizabeth Decker (JET Planning)

Reference Entity: City of Milwaukie

Reference Contact Name: Brett Kelper, Senior Planner

Contact Email Address: kelperb@milwaukieoregon.gov

Please rate the questions on a scale of 0-5: (0 = not satisfied, 5 = extremely satisfied)

1. I would rate Proposer's overall ability to meet required deadlines:

Score: 5

Comments: Produces work on time, or negotiates adjustments to schedule in response to new developments/discoveries as appropriate.

2. I would rate Proposer's ability to produce high quality work:

Score: 5

Comments: Very knowledgeable, strategic in her vision of the project, thorough, attentive to detail. Good communicator; clear & effective presenter.

3. I would rate Proposer's ability to submit accurate estimates:

Score: 5

Comments: Developed a solid and realistic workplan and identified realistic deadlines with reasonable and accurate cost estimates.

4. I would rate Proposer's final work product:

Score: 5

Comments: Excellent work product. I have been fortunate to have been working with Elizabeth and JET Planning on an update project for our downtown design review code. We brought her on board after being bogged down for a couple of years, and she has been instrumental in helping us get things organized and clarified and ready for adoption. She is a great partner in the work, making herself available for questions and check-ins along the way (with appropriate boundaries). She is one of the first people I would think to contact for a future code amendment project that needed a surgical approach---her knowledge of and experience with many different jurisdictions' codes makes her a very skilled and invaluable asset.

Attachment 1 - Proposal Form

OFFEROR NAME: SERA Design and Architecture, Inc.

ADDRESS: 600 SW 10th Ave., Suite 500, Portland, OR 97205

TELEPHONE NUMBER: (503) 445-7372 EMAIL: erinr@seradesign.com WEB SITE: www.seradesign.com

TAXPAYER ID NUMBER: 93-0723380 DATE/STATE OF INCORPORATION: July 22, 2011 - Oregon

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S Corporation Non-Profit Government
 Other: _____

CERTIFICATION/LICENSE NUMBER: 788099-94

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Proposer acknowledges receipt of all Addenda issued under the RFP.
4. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
6. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
8. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Proposer.
10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete, and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;


2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature:  _____

Print Name: Timothy Smith _____

Title: Principal _____

Contact Person (Type or Print): Erin Reome _____

Telephone Number: (503) 445-7321 _____

Email: erinr@seradesign.com _____

The Offeror will notify the County representative on the cover page of this RFP within 30 days of any change in the information provided on this form.