

THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE

RESOLUTION NO. 39

**A RESOLUTION OF THE CITY OF WILSONVILLE URBAN RENEWAL AGENCY
EXEMPTING THE AGENCY FROM COMPETITIVE BIDDING REQUIREMENTS
AND AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
WITH SERA ARCHITECTS TO PROVIDE CERTAIN PROFESSIONAL SERVICES
FOR THE MIXED-USE CIVIC COMPLEX FEASIBILITY STUDY.**

WHEREAS, the approved Urban Renewal budget for 1997-98 contains funds for the Mixed-Use Civic complex Feasibility Study; and

WHEREAS, the Agency now wishes to proceed with the Feasibility Study and seeks the services of a consulting firm to provide certain professional services for the referenced project; and

WHEREAS, the city solicited statements of qualification to accomplish the professional services for the referenced project; and

WHEREAS, nine submittals were received from multi-disciplinary teams; and

WHEREAS, three of the nine teams were selected for follow-up interviews; and

WHEREAS, from these three teams in a competitive, selective process based on qualifications, the team led by Sera Architects was selected as the firm that was best qualified to provide the certain professional services for the referenced project; and

WHEREAS, Oregon Revised Statutes 279.011(5) and Section 2.310(1)(a) of the Wilsonville Code defined public contracts as being other than agreements for personal services; and

WHEREAS, the contract to be awarded for professional services is for personal services; and

WHEREAS, Section 2.312 of the City Code states that the Council is hereby designated as a local Contract Review Board and relative to contract concerns for the city shall have the powers granted to the State Contract Review Board; and

WHEREAS, Section 2.312(1) states, "That all contracts shall be based on certain competitive bid with certain exceptions" which the city interprets to mean public contracts, but in

the even this code section is construed to apply to any contract, the city recites and finds as set forth below; and

WHEREAS, additionally Section 2.314(2) states: “The Board may by resolution exempt other contracts from competitive bidding if it finds (a) the lack of bids will not result in favoritism or substantially diminish competition in awarding the contract and (b) the exemption will result in substantial cost savings. In making such a finding the Board may consider the type, cost of the contract, number of persons available tot bid and such other factors that the Board may deem appropriate”; and

WHEREAS, Oregon Revised Statutes 279.015, Competitive Bidding Exemptions also allows exemptions as stated in the City Code; and

WHEREAS, after selecting Sera Architects as the best qualified to provide certain professional services; and

WHEREAS, Sera Architects has proposed to accomplish to provide the professional services at a fee not to exceed \$55,000; and

WHEREAS, staff has determined the fees as proposed by Sera Architects to be fair and reasonable.

NOW, THEREFORE, THE CITY OF WILSONVILLE URBAN RENEWAL AGENCY RESOLVES AS FOLLOWS:

1. That the City Council serving in its roles as Urban Renewal Agency Board and Local Contract Review Board does hereby exempt the award of contract for professional services for the Mixed-Use Civic Complex Feasibility Study from competitive bidding and further concludes this award will not diminish competition or result in increased costs.

2. The City Council serving as Urban Renewal Agency Board and Local Contract Review Board does hereby approve and authorize a Professional Services Agreement between the City of Wilsonville Urban Renewal Agency and Sera Architects, a copy of which is marked Exhibit 1, attached hereto and incorporated herein, to provide the professional services referenced above for the project.

The Agency Board hereby authorizes the expenditure of funds for this contract not to exceed \$55,000 plus 15% contingency.

Account	900-49220-2223
Budgeted Amount	\$100,000

ADOPTED by the Board of the City of Wilsonville Urban Renewal Agency at a special meeting thereof this 10th day of July, 1997, and filed with the Wilsonville City Recorder this same date.



CHARLOTTE LEHAN, Chair

ATTEST


Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

Chair Lehan	Yes
Board Member MacDonald	Yes
Board Member Helser	Yes
Board Member Luper	Yes
Board Member Barton	Yes

CITY OF WILSONVILLE URBAN RENEWAL AGENCY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Wilsonville Urban Renewal Agency, Wilsonville, Oregon (hereinafter referred to as the "Agency"), and Sera Architects PC, 123 NW Second Avenue, Portland, Oregon, 97209 (hereinafter referred to as "Consultant").

WHEREAS, Agency requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agreed as follows:

A. Term

The term of this Agreement shall be from the date of execution by both parties until tasks required hereunder are complete and accepted, unless earlier terminated in accordance herewith.

B. Consultant's Services

- B.1 The scope of Consultant's services and time of performance under this Agreement are set forth in Exhibit A. All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.
- B.2 All agreements on the Consultant's part are contingent upon, and the Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance due to third party: strikes, lockouts, accidents; acts of God; other delays unavoidable or beyond the Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of the Agency or Agency's agents to furnish information or to approve or disapprove the Consultant's work promptly, or due to late or slow, or faulty performance by the Agency, other contractors, other consultants not under Consultant's control or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
- B.3 The existence of this Agreement between Agency and Consultant shall not be construed as Agency's promise or assurance that Consultant will be retained for future services unrelated to this public works project.
- B.4 Consultant shall maintain confidentiality of any private confidential information and any public information which is exempt from disclosure under state or federal law to which the Consultant may have access by reason of this Agreement. Consultant warrants that its employees assigned to work on services provided in this Agreement shall maintain confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.
- B.5. The Consultant agrees to complete in satisfactory, proper, and timely manner the services described in attached Exhibit A.

C. Compensation

- C.1 Except as otherwise set forth in this Section C, Agency agrees to pay Consultant not more than Fifty-Five Thousand Dollars (\$55,000) for performance of those services provided hereunder. However, compensation may be less than such maximum amount and shall be actually determined on an hourly basis as shown on the Rate Schedule attached as Exhibit B which is attached hereto and incorporated herein. Compensation shall be only for actual hours worked on this project and related direct expenses. Consultant shall furnish with each bill for services an itemized statement showing the amount of hours devoted to the project by Consultant as well as any agents or employees of Consultant and any direct expenses.
- C.2 During the course of Consultant's performance, if Agency or its Project Manager specifically requests Consultant to provide additional services which are beyond the scope of the services described on Exhibit A, Consultant shall provide such additional services and bill the Agency at the hourly rates outlined on the attached Standard Hourly Rate Schedule, provided the parties comply with the requirements of Section Q. No compensation for additional services shall be paid or owing unless both parties specifically agree to such additional compensation and services.
- C.3 Unless expressly set forth on Exhibit A as a reimbursable expense item, Consultant shall only be entitled to the compensation amount specified in subsections C.1 and C.2. Only those reimbursable expenses which are set forth on Exhibit A and itemized on Consultant's bills for services shall be the basis for which payment of those expenses by Agency shall be owing.
- C.4 Except for amounts withheld by Agency pursuant to this agreement, Consultant will be paid for services for which an itemized bill is received by Agency within 30 days.
- C.5 Agency shall be responsible for payment of required fees, payable to governmental agencies including, but not limited to plan checking, land use, zoning and all other similar fees resulting from this project, and not specifically covered by Exhibit A.
- C.6 Consultant's compensation rate includes but is not limited to salaries or wages plus fringe benefits and contributions including payroll taxes, workers' compensation insurance, liability insurance, pension benefits and similar contributions and benefits.
- C.7 In the event Consultant's responsibilities as described on Exhibit A have been separated into two or more phases, then Consultant shall not be entitled to any compensation for work performed directly on a later category of responsibilities unless and until Agency specifically directs that Consultant proceed with such work.

D. Agency's Project Manager

Agency's Project Manager is Constance J. Sylvester. Agency shall give Consultant prompt written notice of any redesignation of its Project Manager.

E. Consultant's Project Manager

Consultant's Project Manager is George C. "Bing" Sheldon. In the event that Consultant's designated Project Manager is changed, Consultant shall give Agency prompt written notification of such redesignation. In the event that Agency receives any communication

from Consultant of whatsoever nature which is not executed by Consultant's designated Project Manager, Agency may request clarification by Consultant's Project Manager, which shall be promptly furnished.

F. Project Information

Agency shall provide full information regarding its requirements for the Project. Consultant agrees to share all project information, to fully cooperate with all corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news or press releases related to the Project, whether made to representatives of newspaper, magazines or television and radio stations, shall be made without the authorization of Agency's Project Manager.

G. Duty to Inform

If at any time during the performance of this Agreement, or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults or defects in the project or any portion thereof, any nonconformance with the federal, state or local law, rule, or regulation, or has any objection to any decision or order made by Agency with respect to such laws, rules or regulations, Consultant shall give prompt written notice thereof to Agency's Project Manager. Any delay or failure on the part of Agency to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of Agency's rights.

H. Consultant is Independent Contractor

H.1 Consultant shall be and herein declares that it is an independent contractor for all purposes and shall be entitled to no compensation other than compensation provided for under Section C of this Agreement. Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the Agency. Consultant shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and Agency does not have the right to control or interfere with the manner or method of accomplishing said results. Agency, however, has the right to specify and control the results of the Consultant's responsibilities.

H.2 Subcontracting: Agency understands and agrees that services identified on Exhibit A may be performed by those persons identified on Exhibit C. Consultant acknowledges such services are provided to Agency pursuant to a subcontract(s) between Consultant and those who provide such services. Consultant may not utilize any subcontractors or in any way assign its responsibility under the Agreement without first obtaining the express written consent of the Agency.

H.3 Consultant shall be responsible for and indemnify and defend Agency against any liability, cost or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Consultant under this Agreement. Unless otherwise specifically agreed to by Agency, Consultant shall require that subcontractors also comply with and be subject to the provisions of this Section H.

H.4 Consultant shall make prompt payment of any claim for labor, materials or services furnished to the Consultant by any person in connection with this Agreement as such claim becomes due. Consultant shall not permit any lien or claim to be filed or prosecuted against the Agency on account of any labor or material furnished to or on behalf of the Consultant. If the Consultant fails, neglects or refuses to make prompt payment of any such claim, the Agency may pay such claim to the person

furnishing the labor, materials or services and charge the amount of the payment against funds due or to become due the Consultant under this Agreement.

- H.5 No person shall be employed under the terms of this agreement as described herein in violation of all wage and hour laws.
- H.6 Consultant shall make prompt payment as due to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Consultant of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- H.7 Should Consultant elect to utilize employees on any aspect of this Agreement, Consultant shall be fully responsible for payment of all withholding required by law, including but not limited to taxes, including payroll, income, Social Security (FICA) and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall indemnify, defend and hold Agency harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on Exhibit A as a reimbursable expense item, specific costs associated with items set forth in this paragraph shall be deemed as fully and conclusively included in the rate upon which consultants compensation is based.
- H.8 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, disability or national origin. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the Agency.

I. Indemnity and Insurance

- I.1 Consultant acknowledges responsibility for liability arising out of the negligent performance of this Agreement, the attachments thereto, and all liability resulting from or incidental to negligent acts, performances or errors or omissions of the Consultant or anyone acting on behalf of Consultant in connection with or incidental to the work to be performed under the contract. Consultant shall hold Agency harmless from and indemnify Agency from settlements, loss, costs, expenses, attorney's fees and damages in connection with, resulting or allegedly resulting from Consultant's negligent acts, omissions, errors provided pursuant to this Agreement or from Consultant's failure to perform its responsibilities as set forth in this agreement. The review, approval or acceptance by Agency, its Project Manager or Agency employees of documents or other work prepared or submitted by Consultant shall not relieve Consultant of its responsibility to provide such materials in full conformity with Agency's requirements as set forth in this Agreement and to indemnify Agency from any and all costs and damages resulting from Consultant's failure to adhere to the standard of performance described in Section I.2.3. The provisions of this section shall survive termination of this Agreement.
- I.2 Insurance Requirements and Consultant's Standard of Care.
 - I.2.1 Consultant shall provide Agency with evidence of the following insurance coverages prior to the commencement of the work. A copy of each

insurance policy, issued by a company currently licensed in the State of Oregon, and certified as a true copy by an authorized representative of the issuing company or at the discretion of the Agency, in lieu thereof, a certificate in a form satisfactory to Agency certifying to the issuance of such insurance shall be furnished to Agency. Unless specifically set forth on Exhibit A, expenses relating to the cost of insurance shall not be the basis for additional reimbursement to Consultant.

- 1.2.2 In the performance of its professional services, the Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. The Consultant will reperform any services not meeting this standard without additional compensation. Consultant's reperformance of any services, even if done at Agency's request, shall not be considered as a limitation or waiver by Agency of any other remedies or claims it may have arising out of consultant's failure to perform in accordance with the applicable standard of care or this Agreement.
- 1.2.3 Consultant shall furnish the Agency a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Agreement. All policies shall be written on an "occurrence basis," except for Consultant's Professional Liability Insurance which may be written on a "claims made" basis. All policies shall provide for not less than 30 days' written notice to the Agency before they may be canceled. The Consultant shall endeavor to provide for not less than 30 days' written notice to the Agency before the policy coverage may be reduced. Excepting professional liability and worker's compensation coverage, all policies shall provide an endorsement naming the Agency, its officers, employees and agents as additional insureds. In the event the policy lapses during performance, the Agency may: treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Consultant to proceed with work; pay an insurance carrier (either Consultants' or a substitute) the premium amount and withhold that amount from payments; and, use any other remedy provided by this Agreement or by law.
- 1.2.4 Insurance Requirements. The Consultant, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. The Consultant will maintain throughout this Agreement the following insurance:
 - 1.2.4.1 Workers' compensation and employers liability insurance as required by the State where the work is performed.
 - 1.2.4.2 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$500,000 combined single limits.
 - 1.2.4.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents or subcontractors, with \$1,000,000 per occurrence and in the

aggregate.

1.2.4.4 Professional liability insurance of \$500,000 per occurrence and in the aggregate, including contractual liability coverage. If Consultant proposes using subcontractors, in addition to any other requirements of this Agreement, Agency may require subcontractors to provide Professional Liability Insurance, provided the amount and form of coverage complies with the requirements of paragraphs 1.2.1, 1.2.2, 1.2.3, 1.2.4 and 1.2.5.4.

1.2.4.5 Agency will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages identified in items 1.2.4.2 and 1.2.4.3.

1.2.6 The coverage provided by these policies shall be primary and any other insurance carried by Agency is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between Agency and Consultant for which Consultant has obtained insurance, the maximum amount which may be withheld by Agency for all such claims shall be no more than the amount of the applicable insurance deductible.

J. Early Termination

J.1 This Agreement may be terminated prior to the expiration of the agreed upon terms:

J.1.1 By mutual written consent of the parties;

J.1.2 By Agency for any reason within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person, or at such later date as may be established by the Agency; and

J.1.3 By Consultant, effective upon seven days prior written notice in the event of substantial failure by the Agency to perform in accordance with the terms through no fault of the Consultant.

J.2 If Agency terminates the Agreement in whole or in part due to default or failure of Consultant to perform services in accordance with this Agreement, Agency may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the Agency may have, Consultant shall be liable for all costs and damages incurred by Agency in procuring such similar service, and the Contract shall be in full force to the extent not terminated.

J.3 If Agency terminates the Agreement for its own convenience, payment of Consultant shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Consultant against Agency under this Agreement.

J.4 Termination under any provision of this paragraph shall not affect any right, obligation or liability of Consultant or Agency which accrued prior to such termination. Consultant shall surrender to Agency items of work or portions thereof, referred to in Section N for which Consultant has received payment, or Agency has made payment.

K. Suspension of Work

Agency may suspend, delay or interrupt all or any part of the work for such time as the Agency deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within the Consultant's control. Agency shall not be responsible for work performed by any subcontractors after notice of suspension is given by Agency to Consultant.

L. Subconsultants and Assignments

L.1 Consultant shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the Project Manager. The Consultant shall ensure that in all subcontracts entered into by the Consultant pursuant to this contract, the Agency is named as an express third party beneficiary of such subcontract with full rights as such. Consultant acknowledges such services are provided to Agency pursuant to a subcontract(s) between Consultant and subcontractor(s). Agency incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this contract without the written consent of Agency shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Consultant shall not be subject to additional reimbursement by Agency.

L.2 Agency shall have the right to let other agreements be coordinated with this Agreement. Consultant shall cooperate with other firms, engineers or subconsultants on the project and the Agency so that all portions of the project may be completed in the least possible time within normal working hours. Consultant shall furnish other engineers and subconsultants and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

M. Access to Records

The Agency, City of Wilsonville, Secretary of State's Office of the State of Oregon, the Federal Government and the duly authorized representatives of any of the above, shall have access to the books, documents, receipts, papers and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. The Agency, City of Wilsonville, Secretary of State's Office of the State of Oregon, the Federal Government and authorized representatives shall have the authority to inspect, audit and copy from time to time, any records of the Consultant regarding billings or work under this Agreement for a period of four years after the completion or termination of this contract.

N. Work is Property of Agency

N.1 Originals or Certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of Agency and shall be delivered to Agency prior to completion or termination of this contract and prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to Agency upon request without additional compensation. Upon Agency's approval and provided Agency is identified in connection therewith Consultant may include Consultant's work in its promotional materials.

N.2 Consultant shall not be held liable for any damage, loss, increased expenses or otherwise caused by or attributed to the reuse, by Agency or their designees, of all work performed by Consultant pursuant to this contract without the express

written permission of the Consultant.

O. Law of Oregon

The Agreement shall be governed by the laws of the State of Oregon. The Agreement provisions required by ORS Chapter 279 to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein. Consultant shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which Consultant is required by law to obtain or maintain in order to perform work described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

P. Adherence to Law

Consultant shall comply with all federal, state and local laws and ordinances, rules and regulations applicable to the work under this contract. Consultant agrees that the public contract law provisions contained in ORS chapter 279 shall apply and govern the performance of this contract. Consultant shall certify compliance with ORS 670.600. Further, Consultant agrees to comply with applicable provisions of and amendments to the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and with all applicable requirements of federal and state and rehabilitation statutes, rules, and regulations. Consultant shall also comply with the Americans with Disabilities Act of 1990 (PUB L. No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Further, all certificates, licenses or permits which the Consultant is required by law to obtain or maintain in order to perform work described in Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

Q. Modification

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by Agency and Consultant, which increases or decreases the cost to Agency over the agreed sum or changes or modifies the scope of service or time of performance. No modification shall be binding unless executed in writing by Consultant and Agency. In the event that Consultant receives any communication of whatsoever nature from Agency, which communication Consultant contends to give rise to any modification of this Agreement, Consultant shall, within thirty (30) days after receipt, make a written request for modification to Agency's Project Manager. Consultant's failure to submit such written request for modification in the manner outlined herein may be the basis for refusal by the Agency to treat said communication as a basis for modification. In connection with any modification to the contract affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment and other costs. If Consultant incurs additional costs or devotes additional time on project tasks which were reasonably expected as part of the original agreement or any mutually approved modifications, then Agency shall be responsible for payment of only those costs for which it has agreed to pay.

R. Other Conditions

R.1 Notwithstanding any acceptance or payments, Agency shall not be precluded or stopped from recovering from Consultant, or its insurer or surety, such damages as may be sustained by reason of Consultant's failure to comply with the terms of this Agreement. A waiver by Agency of any breach by Consultant shall not be deemed to be a waiver of any subsequent breach by Consultant.

S. Assignment of Product Rights

The Consultant hereby assigns to the Agency all rights, title and interest, including but not limited to copyright rights, all notes, designs drawings, specifications, technical data reports, computer programs and documentation, and other materials resulting from Consultant's work under this contract.

T. Integration

This Agreement, constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Consultant, by the signature below of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

U. Miscellaneous / General

U.1 Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the Agency under the terms and conditions of this agreement as described herein.

U.2 The Consultant is not a member of the Oregon Public Employees Retirement System (OPERS) and is not employed for a total of 600 hours or more in a calendar year by any employer participating in OPERS. Further, Consultant shall be responsible for any federal or state or local taxes applicable for any compensation or payments paid to the Consultants under this contract. Consultant will not be eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or worker's compensation, except as a self-employed individual. Further, Consultant is not an officer, employee or agent of the Agency as those terms are used in ORS 30.265.

The CONSULTANT and the AGENCY hereby agree to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties by their signatures below enter into this Agreement this _____ day of _____, 1997

CONSULTANT:
SERA Architects P.C.

CITY OF WILSONVILLE
URBAN RENEWAL AGENCY:

By _____
George C. Sheldon
President

By _____
Constance J. Sylvester
Urban Renewal Director

Mailing
Address: 123 NW Second Avenue
Portland, Oregon 97209

Mailing
Address: 30000 SW Town Center Loop E
Wilsonville, Oregon 97070

Employer ID No. 93-0723380

Attest:

Sandra C. King
Agency Recorder

Approved as to form:

Michael E. Kohlhoff
Agency Attorney

EXHIBIT A

SCOPE OF WORK

- I. The City of Wilsonville seeks to analyze the feasibility of a Mixed-Use Civic Complex on existing Urban Renewal Agency land commonly referred to as the Boozier property. It is intended that this Feasibility Study be developed as an addendum to the 1996-2015 Facilities Master Plan.
- II. MANAGEMENT AND ADMINISTRATION
 - A. Project Management
 1. Provide management, coordination and direction to the project team including subconsultants to complete the project on time and within budget.
 2. Prepare monthly progress reports.
 3. Schedule project team meetings and prepare meeting agendas,
 - B. Project Coordination

Hold six (6) project meetings with key team members and representatives from the City of Wilsonville. These meetings will have specific agendas addressing and resolving project issues as they are encountered.
 - C. Project Scheduling
 1. Prepare a detailed task list and schedule for City review. The schedule shall identify appropriate milestones for the project including public workshops and key decision points.
 2. Review and revise project schedule, as required, to reflect changes in the project.
- III. SITE, PLAN AND POLICY DATA REVIEW AND ANALYSIS
 - A. Review Plans and Policies
 1. Review existing City master plans; The Year 2000 Plan (City of Wilsonville Urban Renewal Plan, as amended); Results of City Future Search Conference and Visual Preference Survey; The Wilsonville Land Plan; and Regional Mainstreet Implementation Strategy.
 - B. Study Area Inventory
 1. Gather and document site-related information to serve as the basis for site analysis. Baseline material will be based on site review and all available secondary sources.
 2. Inventory to include:
 - Physical considerations such as:
 - land use
 - area

general condition of all buildings (inspection reports provided by City)

- Site history such as:
 - former use of potential contaminants
 - buried tanks
 - easements
 - covenants and deed restrictions
 - Urban Renewal Agency acquisition and plan issues (Phase 1 report and title reports provided by City)
- Site environment including:
 - arborist's report pursuant to Ordinance No. 464 (provided by City)
 - water courses
 - topography
 - soils
 - other special features
- Other considerations as appropriate

C. Report and Mapping

1. A report indicating findings of the plan and policy review, and inventory; and identifying issues and conflicts to be addressed during the planning process.
2. Develop base maps and overlays to be utilized in subsequent tasks.

IV. PUBLIC WORKSHOPS

A. Workshop No. 1

1. Assist staff in preparation for community workshop. Provide checklist for meeting space requirements and supplies. Provide staff with camera-ready announcement for workshop. Provide necessary written and graphic materials for 50 participants.
2. Facilitate Workshop No. 1: Prepare for and facilitate a workshop to develop a common site awareness and common language among participants. This workshop will serve as a basis of communication and provide for consensus thinking. Workshop shall focus on:
 - a. Confirmation of project goals.
 - b. Overview of site analysis and related issues.
 - c. Group discussions of site opportunities and constraints.
 - d. Group discussions of market opportunities and constraints.
 - e. Obtain "demand input" from participants regarding their views on future needs, goals, and site elements.
3. Document process and results.

B. Workshop No. 2

1. Assist staff in preparation for community workshop. Provide checklist for meeting space requirements and supplies. Provide staff with camera-ready announcement for workshop. Provide necessary written and graphic materials for 50 participants.
2. Facilitate Workshop No. 2: Prepare for and facilitate a workshop to obtain input on alternative land use plans and analyses. Workshop shall focus on:
 - a. Input on Mixed-Use Civic Complex alternatives.
 - b. Preferences of optional treatments. Work with the group to develop consensus for preferred elements/treatments.
 - c. Input on trade-offs (pros and cons) of actions.
3. Document process and results.

V. MARKET ANALYSIS

The consultant shall develop market information for various uses that would complement proposed civic uses. The consultant's analysis shall provide information on the strengths and weaknesses of the site in terms of attracting private sector investment in any of the possible development scenarios. Based on this independent analysis and any additional analysis as required, the following conclusions and recommendations will be developed:

- A. Evaluate the current (0-5 year), mid-term (5-10 year) and long-term (10-20 year) market support and feasibility of each major use contemplated in the Mixed-Use Civic Complex.
- B. Evaluate the current, mid-term and long-term market support and feasibility of other uses.
- C. Evaluate any physical constraints the site imposes on the market for the uses examined in items "A" and "B" above.
- D. Based on the market analysis, and any identified site constraints, prepare recommended development program options for current, mid-term and long-term periods. The development programs will identify specific development products suitable and feasible for this site.
- E. Interface with qualified developers, lenders and brokers at key points in process to test program viability.

VI. ALTERNATIVE DEVELOPMENT AND ANALYSIS

A. Alternative Designs

1. Three Mixed-Use Civic Complex alternatives shall be developed incorporating Agency Board project goals, Council direction regarding the Facilities Master Plan, the adopted Parks and Recreation Master Plan, input from Workshop No. 1, market analysis, and site analysis.
2. Architectural and other unique design features shall be provided for each alternative.

3. Alternatives shall provide adequate detail regarding circulation, transition between the natural area and development, code required minimums (parking area), etc.

B. Financial Feasibility Analysis

The consultant shall prepare a financial feasibility analysis of the alternatives. The consultant shall:

1. Prepare a development proforma analysis on all major development types called for in the identified development alternatives.
2. Identify for each development type in the alternatives the financial feasibility of achieving the "base case" market profile. If the "base case" market profile is economically infeasible, the consultant will:
 - a. Identify the level of public (municipal and/or Agency) investment necessary to assure financial feasibility for the "base case" for each development type, and
 - b. Identify any non-financial incentives which might increase the likelihood of achieving the "base case" (changing the development mix, changing zoning or other requirements, etc.).
3. Quantify, in general terms, the overall level of public (municipal and/or Agency) investment necessary to implement the base case market profile for the selected development plan alternatives.
4. Prepare an implementation report, evaluating and recommending methods and strategies for making the plan alternatives economically feasible.
5. Interface with qualified developers, lenders and brokers at key points in analysis to test market viability.

C. Evaluation

1. Develop detailed criteria (both quantitative and qualitative) for comparative analysis of alternatives. At a minimum, criteria shall include consistency with Agency Board project goals, contribution to local and regional quality of life, economic viability, transportation efficiency of land use, environmental impacts, design, and human scale.
2. This evaluation shall include discussion of each alternative, including their relative strengths and weaknesses, and details of the evaluation process and results.
3. Following review and comment by City Staff, the alternatives and this evaluation serve as the base materials for public Workshop No. 2. Consultant, in consultation with staff, shall integrate appropriate public input resulting from Workshop No. 2 prior to proceeding to decision making bodies.
4. Following Workshop No. 2, alternatives, evaluation, and support documentation shall be presented to the Planning Commission and Agency Board. The Agency Board shall be responsible for providing direction regarding preferred plan.

VII. PREFERRED PLAN

A. Land-Use Plan

1. The preferred plan shall be fully developed including synthesizing all previous tasks and further detailing maps, plans, and architectural guidelines into a final document. The plan shall include performance guidelines and standards to direct implementation of the conceptual development plan and related planning and design principles.

The plan will consider at a minimum, allowed land uses, maximum and minimum mix of uses, building design and scale, transitions and connections to adjacent land uses, buffering and setback requirements, parking requirements and design standards, transit improvement requirements and standards, public space standards, landscaping, lighting and signage.

2. Character perspectives of public interest areas shall be provided.
3. A proforma analysis of the selected development program will be completed, and the level of public support necessary to assure financial feasibility for the selected program will be identified. Specific public/private financing options for assuring financial feasibility will be defined.
4. Preferred plan shall identify requisite modifications, if necessary and appropriate, to the Comprehensive Plan and Urban Renewal Plan.

IX. REPRODUCTION AND REVIEW

A. Draft Documents

1. Fifteen (15) copies of draft documents shall be provided for staff review upon completion of each task.

B. Final Report

1. Fifty (50) copies of the final Mixed-Use Civic Complex Plan shall be provided upon approval.

X. TIME OF COMPLETION

- A. Pursuant to Exhibit D of this agreement.

Exhibit B

BILLING RATES

SERA Architects, P.C.

Principal	\$120/hour
Design Director	\$100/hour
Associate/Director	\$80/hour
Project Architect	\$70/hour
Job Captain	\$60/hour
Project Asst.	\$50/hour
Support Personnel	\$45/hour

Murase Associates

Principal	\$107/hour
Project Manager	\$65/hour
Cadd Designer	\$52/hour
Technical Staff	\$45/hour
Clerical	\$30/hour

E.D. Hovee & Company

Principal	\$95/hour
Research Economist	\$50/hour
Research Associate	\$40/hour
Project Coordinator	\$40/hour
Data, Graphics & Word Processing	\$35/hour
Research Assistant	\$30/hour

Tashman/Johnson

Principal	\$90/hour
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EXHIBIT C

Subconsultants

Murase Associates
1300 NW Northrup Street
Portland, OR 97209
(503) 242-1477

E.D. Hovee & Company
951 Officers Row
P.O. Box 225
Vancouver, WA 98666
(503) 230-1414

Tashman Johnson LLC
6585 SW Parkhill Drive
Portland, OR 97201
(503) 245-7828

Exhibit E

City of Wilsonville - Mixed-use Civic Complex															Budget Allocation	
															June 18, 1997	
TEAM MEMBER	Review Background Info.	Council Kick-off Meeting	Physical & Site History Inventory	Environ. Inventory	Inventory Report & Mapping	Market Analysis	Developer Testing	Workshop #1	Alternative Design Concepts	Financial Analysis	Developer Testing	Workshop #2	Agency Presentation	Preferred Plan	Expenses	Total Hours
SERA ARCHITECTS	\$780	\$1,000	\$1,220		\$3,950			\$780	\$8,000			\$680	\$880	\$4,040	\$5,100	\$26,430
MURASE ASSOCIATES	\$750	\$750		\$500	\$300			\$3,000	\$2,000			\$3,000	\$800	\$1,000	\$100	\$12,200
E. D. HOVEE	\$570	\$570			\$190	\$2,280	\$1,140	\$760				\$380	\$760	\$1,520	\$50	\$8,220
TASHMAN/JOHNSON	\$540	\$540			\$360			\$720		\$2,160	\$1,080	\$540	\$720	\$1,440	\$50	\$8,150
BUDGET TOTAL	\$2,640	\$2,860	\$1,220	\$500	\$4,800	\$2,280	\$1,140	\$5,260	\$10,000	\$2,160	\$1,080	\$4,600	\$3,160	\$8,000	\$5,300	\$55,000

EXHIBIT D

City of Wilsonville - Mixed-use Civic Complex

PROJECT SCHEDULE

June 18, 1997

TASK	June			July				Aug.				Sept.				Oct.				Nov.				Dec.				Jan 98								
	9-13	16-20	23-27	30-4	7-11	14-18	21-25	28-1	4-8	11-15	18-22	25-29	1-5	8-12	15-19	22-26	29-3	6-10	13-17	20-24	27-31	3-7	10-14	17-21	24-28	1-5	8-12	15-19	22-26	29-2	5-9	12-16				
Contract Negotiation																																				
Team Meetings																																				
Review background information																																				
City Council Kick-off Meeting (7/10/97)																																				
Site Inventory																																				
Inventory Report & Mapping																																				
Market Analysis and Developer Testing																																				
Workshop #1 Notice																																				
City Review of Inventory and Mapping																																				
Workshop #1																																				
Alternative Design Concepts																																				
Financial Analysis & Developer Testing																																				
Workshop #2 Notice																																				
City Review of Alternative Concepts																																				
Workshop #2																																				
Agency Presentation																																				
Preferred Plan																																				