

PERSONAL SERVICES CONTRACT (ORS Chapter 279C)
(Architectural, Engineering, Land Surveying and Related Services)

By and between COLUMBIA COUNTY and
HART ARCHITECTURE & DESIGN, LLC

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and HART ARCHITECTURE & DESIGN, LLC, hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective when signed by both parties.
2. Completion Date. Subject to extensions of time mutually agreed to in writing between the parties for delays outside of Contractor's control, the completion date for this Agreement shall be no later than as described in Exhibit A, unless sooner terminated as provided herein.
3. Contractor's Services. Contractor agrees to provide the services described in the Contractor's Proposal, which is attached hereto as Exhibit A and incorporated herein by this reference, and the Request for Proposals, which is attached hereto as Exhibit B and incorporated herein by this reference. In case of conflict between this Agreement and its exhibits, this Agreement shall control, followed by the Request for Proposals and Contractor's Proposal, in that order. Contractor shall perform the services required by this agreement in a manner consistent with the degree of skill and care ordinarily exercised by architects performing similar services under similar circumstances in the location of the Project. Other than the forgoing, Contractor makes no warranty, certification, or guarantee with respect to its services or work product.
4. Consideration. County shall pay Contractor on a fee-for-service basis according to the Rates, as set forth in Exhibit A, in an amount not to exceed \$31,940.00, said amount to be the complete compensation to Contractor for the services performed under this Agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made monthly based on invoices submitted by Contractor. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.
5. Contract Representatives. Contract representatives for this Agreement shall be:

County Representative

Riley Baker
Columbia County General Services
Director
230 Strand St.
St. Helens, OR 97051
riley.baker@columbiacountyor.gov
503-397-7213

Contractor Representative

Brendan Hart
Hart Architecture & Design, LLC
7215 N Fenwick Avenue
Portland, Oregon 97217
brendan@hartarchitects.com
503-572-0348

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses required for their scope of services, pay all associated charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County. Refer to Exhibit A for expected timing of reports from Contractor to County.
9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer, or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except that the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure,

medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279C.500 through 279C.530, and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

(1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [279B.220 (4)]

B. Labor Standards. As required by ORS 279C.520 and 279C.540, for Contractor's employees subject to Oregon employment laws:

(1) Maximum Hours. Employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

(2) Exemption. These maximum hours requirements do not apply to individuals who are exempted under ORS 653.010 through 653.261 or under 29 U.S.C. 201 through 209 from receiving overtime.

(3) Notice to Employees. Contractor shall give notice in writing to its employees performing work under this Contract of the number of hours per day and the number of days per week that the employees may be required to work. Contractor shall provide this notice to its employees either (a) at the time of hire, (b) before they begin work under this Contract, or (c) by posting a notice in a location frequented by employees.

(4) Payment for Workers' Compensation. As required by 279C.530: All subject employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(5) Employee Free Speech. Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who does so.

C. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
12. Assignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
13. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
14. Indemnity. Contractor shall indemnify and hold harmless County and its officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, or alleged to be caused, in whole or in part, by the

negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractor of Contractor (“Claims”). It is the specific intention of the Parties that County shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of County, be indemnified by the Contractor from and against any and all claims.

15. Insurance. For the duration of the Contract, Contractor shall, at its own expense, purchase and maintain from a company or companies licensed to do business in the State of Oregon, the following insurance with limits not less than those indicated, or greater if required by law:
- A. Where required by law, workers’ compensation and employer’s liability insurance meeting statutory limits mandated by state and federal laws. If required, employer’s liability insurance with coverage limits of not less than \$500,000 must be included.
 - B. Commercial General Liability Insurance covering bodily injury, death, and property damage in the amount of \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). This insurance shall include personal injury liability, products and completed operations.
 - C. Automobile Liability Insurance covering all owned, non-owned and 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”). Automobile Liability Insurance must be in an amount of not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
 - D. Professional liability insurance covering claims made at any time prior, during or subsequent to the completion of the Contractor’s services with a limit of not less than \$2,000,000.
 - E. The Commercial General Liability Insurance and the Automobile Liability Insurance must include Columbia County, its officers, agents and employees as Additional Insureds.
 - F. If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the contract, for a minimum of twenty-four (24) months following the later of: (i) the contractor’s completion and County’s acceptance of all services required under the contract, or (ii) the expiration of all warranty periods provided under the contract. Notwithstanding the foregoing twenty-four (24) month requirement, if the Contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request, and County may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If County approval is granted, the contractor shall maintain “tail”

coverage for the maximum time that “tail” coverage is reasonably available in the marketplace.

- G. The Contractor or its insurer must provide thirty (30) days’ written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
 - H. Contractor shall provide certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) for Commercial General Liability Insurance and Automobile Liability Insurance shall be accompanied by an Additional Insured Endorsement naming Columbia County, its officers, agents and employees as additional insureds. For insurance on a “claims made” basis, the certificate(s) of insurance shall specify continuous “claims made” coverage. In the event the Contractor alters coverage, Contractor agrees to maintain “tail” coverage of all insurance for the period applicable. Any such change shall be subject to the notice requirements of Section 15.G, above.
 - I. The insurance requirements herein supersede those in any attached exhibit.
16. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, with or without cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
- A. If Contractor fails to perform the work in a manner satisfactory to County.
 - B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

17. Time of the Essence. The parties agree that time is of the essence in this Agreement.

18. Drawings, Specifications and Other Documents.

(1) Contractor grants the County all rights of reproduction and use of the Instruments of Service prepared by the Contractor for the County's use related to constructing, maintaining, altering, and adding to the Project. Upon completion of the Project, provided that the County substantially performs its obligations under this Agreement, the Contractor conveys to the County ownership of the Instruments of Service solely for maintaining, altering, and adding to the Project; provided, however, Contractor does not agree to convey any of its intellectual property rights in the Instruments of Service. In the event the County uses the Instruments of Service a) after completion of the Project, without retaining the Contractor or b) in the event of termination of this Agreement prior to the completion of the Project, then the County agrees to release, indemnify, defend, and hold harmless the Contractor from all claims, causes of action, costs, and expenses, including the cost of defense, asserted by any third person or entity arising out of or relating to work that is beyond the scope of the Project as reflected in the Instruments of Service. Contractor will provide County with digital copies of all construction documents in both their native format and PDF.

(2) Records Maintenance: Contractor shall maintain complete and accurate records of all services performed and all documents produced under this Contract for six years after completion or abandonment of the Project. Contractor shall make these records available to District upon reasonable notice.

(3) Delivery of Project Records: Upon County's written request, or within 90 days after the completion date or other termination of this Agreement and at no cost to County, Contractor shall promptly deliver to County all Project records, including all administrative documents produced, compiled, or maintained by Contractor as a part of the Services provided for the Project, including the following:

1. One reproducible hard copy set and one electronic set of the construction and permit documents, including the specifications, for the Project;
2. One set of fixed image pdf files of the drawings that comprise the construction and permit documents;
3. One set of non-fixed image CADD and/or REVIT drawing files of drawings produced by the Contractor for permit and construction.
4. All final or draft, studies, reports, calculations, drawings, maps, models, photographs, technology data, and documents prepared by

Contractor under this Contract. Such documents shall be provided in pdf format as well as in their native file formats.

19. Mediation. In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
20. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
21. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
22. Limitation of Liability. County agrees that in any claim by County against the Contractor or Claims arising out of the Contractor's performance or nonperformance of services under this Agreement, the Contractor's total liability shall be limited to the available amount(s) of insurance covering the Contractor's services under this Agreement. The Parties agree that no partner, principal, director, shareholder or employee of the Contractor, Contractor's consultants, or the County shall have any personal liability hereunder.
23. Waiver of Consequential Damages. Except in connection with third party indemnification claims, the parties agree to waive consequential damages against each other.
24. Additional Services. "Additional Services" are services beyond those contained in Exhibits A and B, for which the Contractor will receive additional compensation from County. These include, without limitation, services required due to a) significant changes in the information or assumptions underlying Exhibit A, or b) an expanded Project scope beyond what is contained in Exhibit A and Exhibit B. If a lump sum for Additional Services is not agreed upon, compensation will be on a time and materials basis at the hourly rates listed on page 15 of Exhibit A.
25. Attorneys' Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
26. Severability. Should any provision or portion thereof of this Agreement at any time be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than fully operative or is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and the remaining portion of that provision and all other provisions of this Agreement shall, nevertheless, remain in full force and effect.
27. Third-Party Rights. This Agreement is solely for the benefit of the parties to this

Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

28. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
29. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
30. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. County reserves the right at any time to require the submission of the hard copy originals of any documents.
31. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING EXHIBIT "A") 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. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Contract that shall be effective as of the last date written below.

CONTRACTOR

**BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON**

By: 

Name: Brendan Hart

Date: 5/6/2025

Approved as to form

By: _____
Office of County Counsel

By: _____
Kellie Jo Smith, Chair

By: _____
Casey Garrett, Commissioner

By: _____
Margaret Magruder, Commissioner

Date: _____

COLUMBIA COUNTY BEHAVIORAL HEALTH DEFLECTION SPACE REMODEL



RESPONSE TO RFP ISSUED BY COLUMBIA COMMUNITY JUSTICE ADULTS DIVISION ON 02.03.25

SUBMITTED 03.07.25

HART
ARCHITECTS

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1. FIRM OVERVIEW

Hart Architects is a full-service architecture firm established in 2024 with the goal of providing excellent service to our clients through professionalism and a passion for good design. Using our extensive experience in the field of architecture, as well as our experience as design educators, we strive to lead our clients through the design process with clear communication and a collaborative spirit.

As designers, we are inspired by a passion for finding and celebrating connections: to each other, to our environment, and across time. We believe that good design deepens our sense of connection to the larger world, tying us into a throughline of shared experience.

As project leaders, we are team players and lifelong learners. We understand that the role of an architect is not only that of a designer but also a connector and a facilitator, and that the most successful projects are a result of a collaborative team. We would love to work with you, and we thank you for your consideration!



2. APPROACH TO PROJECT

Our design process is fundamentally based on communication, collaboration, and practicality. If selected, we plan to begin our process with in-depth conversations with project stakeholders to understand project requirements and help develop project goals. Our process would be supplemented by thorough research and with regular communication with the County to ensure alignment in project development. During construction, we are devoted to serving our clients and the project, and enjoy working collaboratively with general contractors to bring the project to reality.

If selected, we intend to fully serve this project in all phases including design, permitting/bidding support, and construction administration.

Please see the attached *Appendix A: Scope and Fee Proposal* for more information about our proposed process.

3. TEAM MEMBERS



BRENDAN HART, AIA, NCARB
PROJECT ARCHITECT/PROJECT MANAGER

Education:
Bachelor of Architecture,
University of Notre Dame

Certifications:
Member, AIA
Member, NCARB
Licensed in Oregon and Michigan

Experience:
Hart Architects, 2024-present
Emerick Architects, 2021-2024
Hacker, 2017-2021
Robert A.M. Stern Architects, 2012-2017

A licensed architect in both Oregon and Michigan, Brendan Hart has worked in the field of architecture for over 12 years. Prior to forming Hart Architects in 2024, Brendan worked in architectural offices in New York City and Portland, where he contributed to many award-winning projects across a variety of scales. His work in Portland includes the John Gumm Adaptive Reuse Renovation and the Columbia County Courthouse Annex renovation project, both of which were completed for Columbia County. A passionate educator, Brendan has joined the University of Notre Dame's School of Architecture as a visiting faculty member for multiple appointments and returns regularly to serve as a visiting design critic.

SELECTED PROJECTS:

John Gumm Building Adaptive Reuse | St. Helens, OR*
Columbia County Public Health Suite | St. Helens, OR*
Historic Post Office Adaptive Reuse | Bend, OR*
Center for Native Arts & Culture | Portland, OR*
Black Butte Ranch Lodge | Black Butte, OR*
adidas Intersection | Portland, OR*
Pier 70 | San Francisco, CA*
Various University of Puget Sound Campus Improvements | Tacoma, WA*
Moovel Headquarters | Portland, OR*
Colony Hall, Choat Rosemary Hall | Wallingford, CT*
Terry College of Business, University of Georgia | Athens, GA*
North Campus Housing, Marist College | Poughkeepsie, NY*
South Academy Hall, University of Delaware | Newark, DE*

*Project experience prior to forming Hart Architects

3. TEAM MEMBERS



MEEGHAN MILLER HART, AIA, NCARB
DESIGN ARCHITECT, QA/QC LEAD

Education:
Bachelor of Architecture,
University of Notre Dame

Certifications:
LEED Green Associate
Member, AIA
Member, NCARB
Licensed in Oregon, Michigan and Indiana

Experience:
Hart Architects, 2024-present
Emerick Architects, 2020-2024
Hennebery Eddy Architects, 2017-2020
Peter Pennoyer Architects, 2012-2017

A licensed architect in three states including Oregon, Meeghan Hart has over 12 years of experience in the field of architecture and design, with a concentration in residential and civic design. At previous firms, she gained experience working on such projects as the Anna Mann House Affordable Housing Complex and Clackamas Fire District Stations 16 and 19. She has also worked with both Multnomah County Library and Portland Public Schools to help complete various renovation and maintenance projects on their existing facilities. In addition to her design work, she has served as a visiting faculty member and design critic at her alma mater, the University of Notre Dame.

SELECTED PROJECTS:

Anna Mann House Historic Renovation + Addition | Portland, OR*
Portland Public Schools Culinary Kitchen Upgrades | Portland, OR*
70 Newport Boutique Hotel | Bend, OR*
Post Office Hotel Historic Adaptive Reuse | Bend, OR*
Big Table Farm Shop & Studio Concept Design | Gaston, OR*
Oregon Supreme Court Modernization + Seismic Retrofit | Salem, OR*
PDX Concourse E Extension | Portland, OR*
Northwest Library Upgrades | Portland, OR*
Central Library Foyer Upgrades | Portland, OR*
Midland Library Remodel | Portland, OR*
Clackamas Fire Stations 16 & 19 | Oregon City, OR & Damascus, OR*
Great Smoky Mountains Inst. 2nd Campus Master Plan | Townsend, TN*
Single-Family Residences | Various Locations*

*Project experience prior to forming Hart Architects

4. RELEVANT PROJECTS

COLUMBIA COUNTY COURTHOUSE ANNEX RENOVATION

Address: 230 Strand St., St. Helens, OR 97051
Project Type: Renovation
Architect-of-Record: Emerick Architects
Completed: Winter 2023
Size: 5,700sf
Client: Columbia County (Through Ameresco)
Construction Cost: \$904k
Contractor: Cornice Construction



This project provided a new home for Columbia County's Public Health Department. A renovation of the lower level of the Courthouse Annex, the design efficiently worked with the building's existing structure and systems to ensure a cost effective delivery that fully meets the needs of the County and presents a warm and welcoming presence for the visiting community.

JOHN GUMM ADAPTIVE REUSE RENOVATION

Address: 251 St. Helens St., St. Helens, OR 97051
Project Type: Adaptive Reuse
Architect-of-Record: Emerick Architects
Completed: Summer 2024
Size: 28,400sf
Client: Columbia County (Through Ameresco)
Construction Cost: \$11m
Contractor: Bremik Construction



This project brought new life to the John Gumm Building, an historic school building in St. Helens purchased by Columbia County in 2021 for adaptive reuse as a civic center. The project included a full restoration of the 1919 building, which now houses County Departments, the Columbia County Museum, and a new community meeting space in the former school gymnasium.

CAMP WILKERSON CABINS CONCEPT DESIGN

Address: 65866 Apiary Rd., Rainier, OR
Project Type: Conceptual Design
Architect-of-Record: Emerick Architects
Completed: Report delivered Spring 2024
Size: Six (6) total cabins of varying sizes
Client: Columbia County
Construction Cost: T.B.D.
Contractor: T.B.D.



In early 2024, Columbia County engaged Emerick Architects to complete a concept design for new cabins at their existing campground at Camp Wilkerson. The scope of this effort included the design and site placement of six (6) new cabins of two types and early-stage zoning and code research to confirm conceptual project feasibility.

4. RELEVANT PROJECTS

THE ANNA MANN APARTMENTS

Address: 1021 NE 33rd Ave., Portland OR
Project Type: Adaptive Reuse and New Construction
Architect-of-Record: Emerick Architects
Completed: Fall 2023
Size: Site: 136,800sf
Existing Bldg: 53,000sf
New East Bldg: 36,500sf
New South Bldg: 38,500sf
Client: Innovative Housing Inc.
Contractor: Silco Commercial Construction
TODD Construction, Inc.
Construction Cost: \$29M
Certification(s): Earth Advantage Gold (East Building)
Earth Advantage Platinum (South Building)



On a rare, historic three-acre site in Northeast Portland, Emerick Architects was entrusted with the rehabilitation and adaptive reuse of an existing structure and the addition of two new buildings, with the goal of bringing 128 new affordable housing units to the area. The final design was able to maximize both unit count and tenant parking spaces while also preserving many of the significant existing landscape elements on this beloved site.

5. REFERENCES

JOHN GUMM ADAPTIVE REUSE RENOVATION

Client Reference: Riley Baker
General Services Director | Columbia County
Phone: 971.328.2537
Email: riley.baker@columbiacountyor.gov

Client Reference: Jason Carver
Director Engineering | Ameresco
Phone: 503.290.1297
Email: jcarver@ameresco.com

Architect-of-Record Reference: Brian Emerick
Vice President, Emerick Architects
Phone: 503.446.4522
Email: brian@emerick-architects.com

Contractor Reference: Greg Ponder
Project Manager | Bremik Construction
Phone: 971.978.8547
Email: gponder@bremik.com

COLUMBIA COUNTY COURTHOUSE ANNEX RENOVATION

Contractor Reference: Josh Komp
Owner | Cornice Construction
Phone: 503.396.5399
Email: jkomp@corniceconstruction.net

THE ANNA MANN APARTMENTS

Client Reference: Julie Garver
Senior Housing Developer | Innovative Housing Inc.
Phone: 360.635.1216
Email: jgarver@innovativehousinginc.com

Contractor Reference: Matthew Dalla Corte
Vice President, Todd Construction
Phone: 503.670.2737
Email: mdallacorte@toddconstruction.com

COLUMBIA COUNTY BEHAVIORAL HEALTH DEFLECTION SPACE REMODEL

RESPONSE TO RFP ISSUED BY COLUMBIA COMMUNITY JUSTICE ADULTS DIVISION ON 02.03.25

APPENDIX A: *SCOPE AND FEE PROPOSAL*





March 07, 2024

Larry Evenson
Columbia County
230 Strand Street
St. Helens, OR 97051

Project: Columbia County Deflection Suite Renovation
Project No: 2408

PROJECT PROPOSAL: COLUMBIA COUNTY BEHAVIORAL HEALTH DEFLECTION SPACE REMODEL

Dear Larry,

Thank you for the opportunity to provide a proposal for design services to assist Columbia County with their plans to develop a new space to house the County's Deflection Program in the Courthouse Annex Building. Below is a detailed proposal for our efforts associated with this project.

PROJECT DESCRIPTION

We understand that Columbia County would like to renovate a portion of the basement floor of the Courthouse Annex Building at 230 Strand Street to provide a space for the County's Deflection Program. The attached Scoping Diagram provides more detail on desired work area and design program.

We understand that the budget for this project is expected to be approximately \$164,000 - \$300,000. Funding is to be provided via a State grant as well as use of County departmental budget.

We understand the County would like to complete this project in a traditional design-bid-build manner.



SCOPE OF WORK / RESPONSIBILITIES

Our scope will include architectural design services to fully support this project from schematic design through construction, including:

- Preparation of Schematic Design drawings for County Review and approval of scope
- Preparation of Construction Documents for bidding and building permitting (including drawings and on-sheet specifications as required)
- Preparation and management of a project schedule during Design Phases
- Support of the project during the bidding and permitting process, including response to plan review comments and bidder questions
- Support of the project during construction, including response to RFIs, submittals, and attendance at project OAC meetings

It is assumed that the County will identify a single point of contact for project communication. This individual will be responsible for facilitating meetings or communication with other members of the County, including project user groups. This individual will also be responsible for confirmation of project scope, schedule, and budget, and for providing us with direction on how and when to proceed with our efforts as appropriate.

SCHEDULE

After project kickoff, we expect the design phases to be organized as follows:

- Schematic Design (6 weeks total)
Two in-person or virtual meetings with the County are assumed during this phase
- Construction Documents (8 weeks total)
Two in-person or virtual meetings with the County are assumed during this phase

Permitting and bidding phase timeline is TBD as determined by the Authority Having Jurisdiction (AHJ) and the contractor. The permitting phases will include up to two (2) visits to the permitting office. Construction phase timeline is TBD as determined by the contractor. The construction phase will include up to three (3) site visits by the architectural team.

COMPENSATION & INVOICING

We will perform the services listed above for a fixed fee of **\$29,440 plus reimbursable expenses.**

Reimbursable expenses will be billed at cost plus 10 percent. Expenses may include printing and reproduction costs; delivery services; extended travel costs including transportation, food, and lodging; and local travel costs including parking and mileage.



We will invoice monthly based on percentage of completion of each phase. Please see below for percentage of fee associated with each phase of Architectural services:

Schematic Design:	30%
Construction Documents:	40%
Permitting/Bidding Support:	10%
Construction Administration:	20%

Fees for any additional services will be assessed as appropriate and will be based on our standard billing rate of \$160/hour. Billing rates may be adjusted in the future in accordance with standard business practices.

ASSUMPTIONS & LIMITATIONS

We will rely on the information provided by the County for the as-built configuration of the existing building and will not be held responsible for any errors or omissions in this information.

We understand that the County will not engage with a contractor or third-party cost estimator prior to bidding; redesign after bidding will be considered duplicative efforts and may require additional fee.

It is possible that the currently anticipated scope area will impact the existing building's egress system and trigger additional work, including incorporation of new exterior exit doors, which would likely require jurisdictional planning review. Our services will begin with a code analysis to identify potential issues, and it is assumed that project scope and/or extents will be altered to avoid a planning review, given the time this would add to the project.

The attached Standard Terms and Conditions includes the types and limits of insurance currently held by Hart Architects, and which are aligned with standard business practices from our experience. If additional insurance is necessary, additional fees may be required.

This proposal is for the services described in this proposal only. Additional services currently excluded from our proposal include but are not limited to:

- Cost Estimating
- Surveying
- Identification or removal of hazardous materials
- Preparation of bid invitations or general requirements for construction
- Structural engineering
- Land use or Planning review (as noted above)
- Mechanical, electrical, or plumbing engineering (assumed to be design-build)



- Preparation of images, drawings, renderings, or narratives outside of standard design process
- Payment of permitting or application fees
- Record documents or as-built drawings

Refer to the attached Standard Terms and Conditions for additional information.

NEXT STEPS

If the terms of this proposal are acceptable, we will plan to prepare a formal contract based on the American Institute of Architects (AIA) standards between Owner and Architect. If the County requires use of the non-standard contract format included in the RFP, additional fees will be required to cover our expenses for legal review and negotiation. The execution of this proposal will serve as notice to proceed while this contract is being prepared.

Thank you again for the opportunity to join you in this project. Please contact me with any questions. We are excited to begin our work together upon the return of a signed copy of this proposal.

Sincerely,

A handwritten signature in black ink that reads "Brendan Hart". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Brendan Hart
Hart Architecture & Design, LLC; dba Hart Architects
brendan@hartarchitects.com
O: 503.572.0348
C: 541.914.3613

APPROVED BY:

Signature

Name/Title

Date



ATTACHMENTS (2):

Standard Terms & Conditions
Scoping Diagram

STANDARD TERMS & CONDITIONS

1. AGREEMENT. The Proposal Letter and Terms and Conditions collectively constitute the agreement by which Architect agrees to provide services to the Client for the Project and are collectively referred to herein as the "Agreement."

2. STANDARD OF CARE. Architect shall perform the services required by this Agreement in a manner consistent with the degree of skill and care ordinarily exercised by architects performing similar services under similar circumstances in the location of the Project. Other than the forgoing, Architect makes no warranty, certification or guarantee with respect to its services or work product (including the IOS referenced below).

3. PAYMENT. Unless otherwise provided in the Proposal Letter, Architect shall invoice Client monthly for services provided. Payment is due within 15 days of Client's receipt of Architect's invoice. Invoices not paid within 15 days of receipt by Client shall be subject to interest at the rate of 1.5% per month.

4. CLIENT INFORMATION. Architect is entitled to rely on any information, plans, estimates, data, studies, reports, equipment and product descriptions and other information provided to it by Client.

5. OWNERSHIP OF INSTRUMENTS OF SERVICE. All of the documents prepared by Architect related to the Project are Instruments of Service ("IOS") for use only on the Project and are solely for the exclusive use by Client. Provided Client timely pays Architect for services performed, Architect grants Client a non-exclusive license to use its Instruments of Service solely for the Project. Such license includes the right for Owner to provide the IOS to Owner's construction contractor and subcontractors for the Project. Architect retains ownership and copyright rights of the IOS. Architect's IOS may not be used on any other project without Architect's prior written agreement. In the event Client or any unpermitted assignee uses the IOS on this Project without Architect's involvement (for example, if Architect is not retained for construction administration) or on any other project without Architect's involvement, then Client agrees to indemnify, defend and hold harmless Architect from and against any and all claims and losses arising from or related to such unauthorized use.

6. ADDITIONAL SERVICES. "Additional Services" are services in addition to the services described in the Proposal Letter for which Architect shall be compensated by Client. Additional Services shall include, without limitation, services necessitated by a material change to: 1) information or reasonable assumptions upon which the Proposal Letter is based, 2) increased Project scope beyond what is described in the Proposal Letter, Project description, or program, or by the timing of Project revisions that require Architect to re-design, or re-document, such as revisions after previous approvals of the design. Unless otherwise agreed in writing, Additional Services shall be compensated at Architect's standard hourly rates as noted below and which are subject to annual adjustment:

Meeghan Hart:	\$160/hr
Brendan Hart:	\$160/hr

7. TERMINATION. Either Client or Architect may terminate or suspend this Agreement should the other party substantially fail to perform as required under this Agreement, or for either party's convenience, but only after giving the other party ten (10) calendar days' prior written notice and, in the event of default, a reasonable opportunity to cure the default. Within thirty (30) calendar days of such suspension or termination, Client shall pay Architect compensation earned to the date of suspension or termination.

8. DISPUTE RESOLUTION.

a. MEDIATION. Any claim, dispute or matter in question shall be subject to mediation as a condition precedent to binding dispute resolution. The mediator shall be agreed to by both parties. If the parties do not agree on a

mediator, then the matter shall be submitted to the American Arbitration Association ("AAA") for administration. Mediation fees and expenses will be shared by the parties equally.

b. ARBITRATION. Any claims arising out of this Agreement that are not resolved in mediation shall be subject to binding arbitration. Unless the parties agree otherwise, the parties shall pursue resolution of all claims through the AAA by filing in writing with the other party to the Agreement and with the AAA. The rules of the AAA shall govern all proceedings, unless the parties agree otherwise. Mediation and Arbitration shall be held in the place where the Project is located.

9. INSURANCE. For the duration of the Project, Architect shall maintain the following types and limits of insurance:

Professional Liability:	\$1,000,000 per claim
	\$2,000,000 aggregate
General Liability:	\$2,000,000 per claim
	\$4,000,000 aggregate

10. INDEMNIFICATION. Architect and Client each agree to indemnify the other from and against any and all liability, damages, costs and expenses including reasonable attorney's fees and expert fees (collectively "Damages") caused by one party to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither Architect nor Client shall be required to indemnify the other to the extent Damages are caused by the indemnified party's own negligence. Neither Architect nor Client shall have a duty to provide the other an up-front defense of any claim.

11. LIMITATION OF LIABILITY. To the fullest extent permitted by law, Client agrees to limit the liability of Architect, its officers, directors and employees for all claims and causes of action Client may bring against Architect, based on any legal theory, including without limitation, malpractice, professional negligence, negligence, negligent misrepresentation, breach of contract, breach of express or implied warranty, strict liability, contribution and/or indemnity, so that the total aggregate liability of Architect to the Client for claims arising from or related to the Project shall be limited to the greater of: (1) the available proceeds of any insurance policy required by Section 9 of this Agreement that actually funds any settlement, award or verdict, up to the individual policy coverage limit required by Section 9 of this Agreement or (2) the total compensation actually paid by Client to Architect for the services provided under the Agreement.

12. NO THIRD-PARTY BENEFICIARY. This Agreement does not give any rights or benefits to anyone other than Client or Architect.

13. ENTIRE AGREEMENT. This Agreement states all of the terms of the parties' agreement and supersedes any prior and contemporaneous written or unwritten representations, negotiations, commitments and agreements. All services provided by Architect to Client for the Project are governed exclusively by this Agreement, and this Agreement may not be modified or amended except by mutual written agreement signed by both parties.

14. NO ASSIGNMENT. Neither party may assign this Agreement, in whole or in part, and any assignment in violation of this Section 14 shall be void.

15. APPLICABLE LAW. The law of the state where the Project is located will govern the interpretation of the Agreement and any claims between the parties.

16. SEVERABILITY. In the event any provision of this Agreement is determined to be unlawful, then remainder shall be enforceable.

SCOPING DIAGRAM

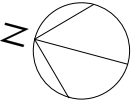
PROJECT PROPOSAL: COLUMBIA COUNTY BEHAVIORAL HEALTH DEFLECTION SPACE REMODEL

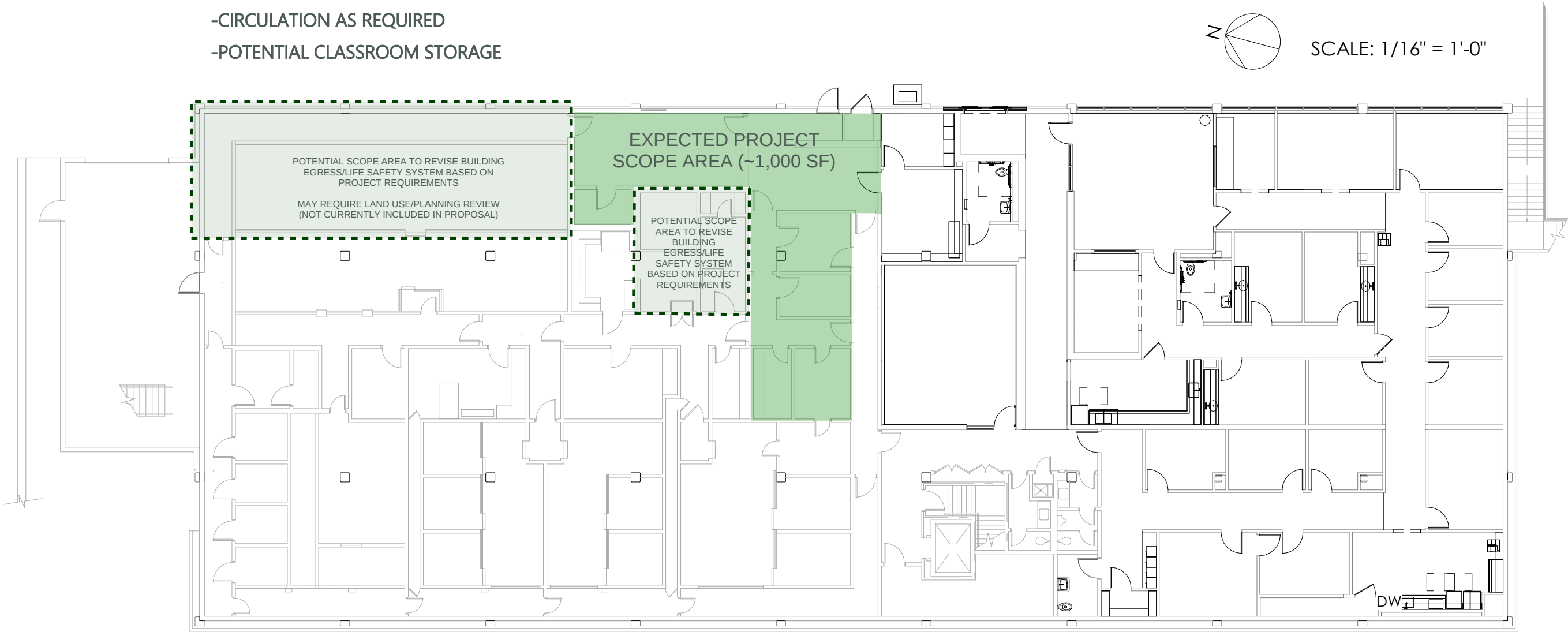
HART ARCHITECTS

MARCH 07, 2025

PROJECT PROGRAM TO INCLUDE:

- WAITING LOBBY (2-3 PEOPLE)
- SECURE RECEPTION AREA
- CLASSROOM SPACE (10 PEOPLE MAX)
- (2) OFFICES
- CIRCULATION AS REQUIRED
- POTENTIAL CLASSROOM STORAGE

 SCALE: 1/16" = 1'-0"



COLUMBIA COUNTY

Community Justice Adult Division



ST. HELENS, OR 97051

901 Port Ave.
Direct (503) 397-6253
Fax (503) 397-6645
columbiacountyor.gov

Larry Evenson
Community Justice
901 Port Ave
St. Helens, OR 97051
503-366-4660

Date: 2/3/2025

Purpose: Solicitation for Request for Proposal of the Design and Project management for Behavioral Health Deflection Space Remodel.

Proposals Due: March 7th, 2025, at 5:00 pm via electronic submission to Larry.Evenson@columbiacountyor.gov.

Overview and needs of the project:

Columbia County Department of Community Justice is seeking design and project management services from a qualified architectural and engineering firm to renovate approximately 1000 square feet of space for the Columbia County Behavioral Health Deflection Program in the Columbia County Courthouse Annex. The selected architect/engineer will be expected to provide architectural and engineering services during the planning, design and construction of the project, including City of St. Helens building review, and schematic design, design development, and construction documents and specifications.

The Deflection space will house Community Justice staff performing various office duties to include group meetings, and private one on one meetings. The existing space is currently used as mixed storage and office space in the county courthouse annex building, located at 230 Strand Street. The space needs to provide a lobby for up to 2-3 people with a reception area that has a secure window to the lobby. There is also a need to have a small group classroom. This needs to be able to accommodate up to 10 people for facilitation of cognitive and skill building groups. There is also a need to provide for two small office spaces that provide space for occupant and up to two visitors. The outer area needs to provide for a secure entrance (existing) but will need video and communication device for remote entry. This project may include circulatory changes and additions to the building and may include the need for additional egress considerations. This project is being constructed under the design-bid-build process.

Scope of Work:

Prepare schematic design drawings for County review and approval. Conduct a code analysis to identify any potential issues. Prepare all construction documents including plans and specifications necessary for bidding, permitting, and final construction. Assist the County with the preparation of invitation to bid and review of construction bids prior to award. Provide support for the permitting process by answering questions and preparing any required revisions to the construction documents. Act as project architect during the construction phase including review and approval of all information requests, shop drawings, product data and samples and reviewing and making recommendations on all change order requests. Attend weekly project meetings with the contractor, county staff, or any third-party. The successful respondent will be expected to provide their schematic design within 6 weeks of contract award and final construction documents within 8 weeks following approval of the schematic design. Proposer may suggest an alternative timeline, however that will be considered in the scoring of Proposals.

Project completion is targeted on June 30th, 2025.

Proposal Contents:

Proposals should be sufficiently detailed to permit evaluation of the proposal under the factors listed below. Among the items the Proposal should include are:

- A description of recently completed similar projects including photographs, final construction cost, the client's contact information location of the project and prime construction contractor. Please provide a minimum of three but no more than five examples.
- A narrative describing your philosophy and the process you will implement if selected for this project.
- A description of any prior work you have done for the County including your familiarity with the project location.
- A description of your proposed design team for this project including outside consultants. For each team member the description should include role, background, training and experience.
- References. Include three clients and three construction contractors that you have worked with.
- A pricing proposal that includes the number of hours proposed for the services required, expenses, hourly rates overhead and an estimate of the total project cost using these factors.

Proposer is required to pay all costs of preparing the proposal. The County is not responsible for any expenses associated with your proposal.

PDF is the preferred format for proposal submission.

Procurement Schedule: The following schedule is intended to provide general information about this procurement. The County reserves the right to amend the schedule.

Issue Solicitation	February 3, 2025
Questions/Clarifications Due at 5:00 p.m.	February 28, 2025
Proposals Due at 5:00 p.m.	March 7, 2025*
Notice of Intent to Award Issued	March 12, 2025
Notice to Proceed	March 26, 2025
Project Completion	June 30, 2025

With the exception of the date marked with an asterisk (*), the dates provided are estimated and may change in the County's sole discretion. Proposers are responsible for determining all applicable deadlines.

Submission Requirements. Proposals shall be emailed to the undersigned at Larry.Evenson@columbiacountyor.gov and must be received by 5:00 pm on March 7, 2025. The email subject line shall be "Architect/Engineering Proposal for Columbia County Deflection Space", or similar. Site Visits. To schedule a site visit or to review building plans, call the undersigned at (503) 366-4660. No site visits will be scheduled after February 28, 2025.

Evaluation of Proposals:

Proposals will be scored on a 100-point scale using the following factors:

- Proposers capability, experience, quality of previous performance history and references. (20 points)
- Proposers capability to perform the services for the project, number of experienced staff as well as proximity of to the location, and familiarity with the physical location will be considered. (20 points)
- Proposers project management techniques for Architectural Services.
- Proposers approach to Architectural Services, design philosophy, related services, described in the RFP. (10 points)
- Proposers past work for the County and familiarity with the project location. (20 points)
- Proposers pricing proposal. (30 points)

The General Services Director and Community Justice Director, will review and evaluate proposals

Budget information:

The County has a total budget for this project from design to completion of construction of approximately \$164,000 to \$300,000. \$164,000 of these funds must be expended by June 30th, 2025 unless an extension of time is granted.

Contract award and protests:

Protests of this solicitation must comply with the requirements of OAR 137-048-0240(1). A protest must be addressed to the undersigned and be received no later than 5:00 p.m. on March 12, 2025.

Notice of intent to award shall be issued by the County at least eight (8) calendar days prior to contract signing. Protests of the proposed award must be received by the undersigned no later than 5:00 pm seven (7) days following the issuance of the Notice of Intent to Award. Protests must comply with the requirements of OAR 137-048-0240(2)(a).

Submission of a proposal indicates Proposer's agreement to enter into the County's form of agreement following successful negotiations. The contract will be prepared by the Office of County Counsel. A sample of the County's professional service contract is attached.

SIGNED

Larry Evenson, Director
Columbia County Department of Community Justice
Date: